

**CANADA–ONTARIO AGREEMENT ON
THE ESTABLISHMENT OF THE *UNIVERSITÉ DE L'ONTARIO FRANÇAIS*
2019–20 TO 2026–27
(hereinafter called the “Agreement”)**

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by the Minister of Official Languages and including any person duly authorized to represent her (hereinafter called “Canada”),

AND: HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, represented by the Minister of Colleges and Universities and the Minister of Francophone Affairs and including any person duly authorized to represent them (hereinafter called “Ontario”),

Hereinafter referred to individually as a “Party” or collectively as the “Parties”.

WHEREAS English and French are the official languages of Canada, as recognized by the *Canadian Charter of Rights and Freedoms*, as well as by the *Official Languages Act*, and whereas Canada recognizes its responsibilities and undertakings with respect to those languages;

WHEREAS, in accordance with the *Official Languages Act*, Canada can undertake such measures as to encourage and assist Ontario to provide members of the official-language minority communities with education in their own language and to provide opportunities for everyone to learn both English and French as a second language;

WHEREAS education is under the jurisdiction of the provinces and territories and Ontario is responsible for establishing plans, determining the objectives, defining the contents, setting priorities and evaluating its programs in education, including programs in minority-language education and second-language instruction;

WHEREAS the *Université de l'Ontario français* has been established by the *Université de l'Ontario français Act, 2017*, therefore making the *Université de l'Ontario français* a provincial responsibility;

WHEREAS Canada, in the Protocol for Agreements for Minority-language Education and Second-language Instruction Between the Government of Canada and the Provincial and Territorial Governments (hereinafter called the “Protocol”), reserves the right to approve complementary contributions in addition to the regular and additional funds allocated through the Protocol to support measures linked to infrastructure and programming projects in minority-language education and second-language learning at all levels of instruction;

WHEREAS the Parties recognize the importance of increasing access to Francophone postsecondary education for the development of Ontario’s Francophone communities;

WHEREAS the Parties recognize that, within the framework of their collaboration on education, the *Université de l'Ontario français* has been identified as a provincial priority;

WHEREAS the *Memorandum of Understanding between Canada and Ontario regarding the Université de l'Ontario français*, ratified on September 7, 2019, and attached in Schedule 5 of this Agreement, makes provision for federal and provincial collaboration regarding the establishment of the *Université de l'Ontario français* during the 2019–27 period and a commitment by both to negotiate a bilateral agreement confirming the terms and conditions of their collaboration;

WHEREAS the Parties are prepared to conclude an auxiliary agreement to the Canada-Ontario Agreement on Minority-language Education and Second Official-language Instruction and, in accordance with the terms of this Agreement, are both prepared to allocate funds for the establishment of the *Université de l'Ontario français* in order to address the needs with respect to postsecondary education in French;

AND WHEREAS the Parties acknowledge that Canada shall be considered Ontario’s funding partner, while Ontario shall be the Project Manager for the duration of the Project;

THEREFORE, this Agreement confirms that the Parties hereto agree as follows:

1. DEFINITIONS

- 1.1 "Fiscal Year" and "Fiscal Years" refer to the period beginning April 1st of a calendar year and ending March 31st of the following calendar year.
- 1.2 "Incurred Expenditures" refers to all accounting operations related to the activities at the time they take place. Expenditures are presented in the annual reports for the fiscal years to which the activities of the Project relate, regardless of when funds are deposited or withdrawn.
- 1.3 "Minority Language", "Second Official-language" and "Second Language" refer to the two official languages of Canada: English and French. In the context of Ontario, minority language refers to French, and second language refers to French.
- 1.4 "Program" refers to the funding programs "Development of Official-Language Communities" and "Enhancement of Official Languages," which Canada's financial contribution under this Agreement will be provided from.

2. PURPOSE OF THE AGREEMENT

- 2.1 The purpose of this Agreement is to establish the terms and conditions whereby the Parties will provide funding to support the establishment of the *Université de l'Ontario français* (hereinafter called the "Project"), as set out in Schedule 1 of this Agreement.

3. TERM

- 3.1 This Agreement will take effect when the Parties have signed this Agreement and will cease, subject to its termination on a prior date as permitted under the schedules, one year (365 days) after the expiration of the activity period as indicated in subsection 3.2 of this Agreement.
- 3.2 Subject to termination as permitted under the schedules, this Agreement covers the activities described in Schedule 1 of this Agreement for the period commencing on April 1st, 2019, and ending on March 31st, 2027. Unless otherwise pre-authorized by Canada, only goods and services rendered within this time period shall be considered for funding as eligible expenditures.
- 3.3 All the obligations of the Parties shall, expressly or by their nature, survive termination or expiry of this Agreement, until and unless they are fulfilled or by their nature expire.

4. MAXIMUM AMOUNT OF CANADA'S FINANCIAL CONTRIBUTION

- 4.1 Subject to all terms and conditions indicated in this Agreement being met, Canada agrees to contribute, in the manner described in Schedule 2, the lesser of sixty-three million dollars (\$63,000,000) or the amount of 50 percent of the total eligible expenditures incurred during the the period of the Project under this Agreement as indicated in subsection 3.2 of this Agreement.

5. NOTICE

- 5.1 Any notice, request, information or any other document required under this Agreement shall be deemed given if it is delivered or sent by email or mail. Any notice delivered in person shall be deemed to have been received upon delivery; any notice sent by email shall be deemed to have been received one (1) working day after it is sent; any notice that is mailed shall be deemed to have been received eight (8) working days after being mailed.

5.2 All notices shall be sent to the following addresses:

To Ontario:

French-Language Priorities Branch
Ministry of Colleges and Universities
315 Front Street West, 14th Floor
Toronto, Ontario
M7A 0B8

To Canada:

Official Languages Branch
Department of Canadian Heritage
15 Eddy Street, 7th Floor
Gatineau, Quebec
K1A 0M5

6. DESCRIPTION OF THE AGREEMENT

6.1 This Agreement, including the following schedules that form an integral part of it and subsequent formal amendments to them, constitutes the entire Agreement between the Parties and supersedes all previous and future documents, negotiations, understandings and undertakings related to its subject matter. The Parties acknowledge having read this Agreement and agree with its content. In the event of conflict or inconsistencies between Schedule 1 and Schedules 2, 3 and 4, Schedule 1 shall prevail.

SCHEDULE 1 – Project Description and Budget Forecast

SCHEDULE 2 – Financial Conditions

SCHEDULE 3 – General Terms and Conditions

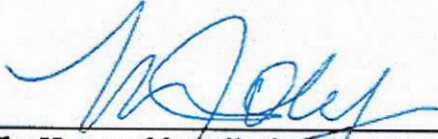
SCHEDULE 4 – Communications

SCHEDULE 5 – Memorandum of Understanding Between Canada and Ontario Regarding the
Université de l'Ontario français (September 7, 2019)

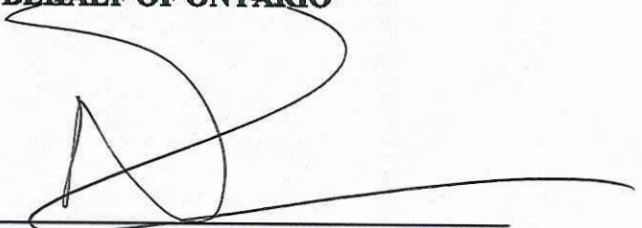
IN WITNESS WHEREOF, the Parties hereto have signed this Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument.

ON BEHALF OF CANADA

ON BEHALF OF ONTARIO



The Honourable Mélanie Joly
Minister of Official Languages



The Honourable Ross Romano
Minister of Colleges and Universities

January 21 2020
Date

January 22, 2020
Date

Witness

Witness

Caroline Séguin
Name in block letters

MATTHEW CONWAY
Name in block letters

C. Séguin
Signature

[Handwritten Signature]
Signature

Caroline Muloney
The Honourable Caroline Muloney
Minister of Francophone Affairs

22 January 2020
Date

Witness

Scott Ramsay
Name in block letters

[Handwritten Signature]
Signature

PROJECT DESCRIPTION AND BUDGET FORECAST

1. PROJECT DESCRIPTION

BACKGROUND

Ontario's Francophone community has been calling for a French-language provincial university for decades and, more specifically, since the *États généraux sur le postsecondaire en Ontario français* in 2013. The province of Ontario and various experts have noted the demand for expanded French-language postsecondary programs on a number of occasions. A number of reports, most recently in 2013 and 2016, concluded that the Central-Southwestern region would benefit from a French-language university and demonstrated strong demand in the region.

In 2017, the French Language University Planning Board recommended that the university be located in downtown Toronto to serve the Central-Southwestern region, in addition to the province's broader Francophone community, by means of partnerships with other postsecondary institutions. The Ontario government followed through on these recommendations by passing the *Université de l'Ontario français Act, 2017*.

The Project is based on the planning carried out by a small technical implementation committee and informed by the Planning Board's recommendations and those of a number of working groups composed of Canadian and international experts who have refined the *Université de l'Ontario français* (UOF) model.

This Project outlines an eight-year financial plan for the start-up phase that reflects a total cost of \$169 million, whereby federal and provincial contributions amount to \$126 million (\$63 million each) in addition to the UOF's contribution of \$43 million provided through student revenues and/or other revenue sources. A significant portion of the investments will be applied to planning stages and other preparatory activities spanning from 2019–20 to 2026–27.

The establishment of the UOF is a project that goes well beyond this eight-year bilateral Agreement and will set in motion continued support from the province, as is the case with other publicly-assisted postsecondary institutions. Any undertakings regarding the UOF's permanent long-term site will remain the responsibility of the Government of Ontario.

OVERVIEW

The UOF will establish a unique postsecondary education model in Ontario that will differentiate itself from other institutions in the province as the first standalone university governed by and for Francophones and will broaden academic pathways offered entirely in French. The UOF will leverage its distinctive academic character to become a benchmark 21st century university, meeting the needs of today's students by providing innovative delivery models and pedagogical approaches while responding to evolving labour market demands.

The UOF will:

- Be a standalone institution with a "by and for Francophones" governance model;
- Use a competency-based/transdisciplinary pedagogical approach;
- Offer experiential learning opportunities to ensure students graduate with marketable skills;
- Implement a collaborative model to maximize student choice, using a network of partnerships with French-language, bilingual and even English-language institutions, which will include the development of joint programs and shared services in addition to efficient digital delivery models;
- Deliver labour market-responsive courses to reflect employer needs;
- Offer approximately 40 programs (certificates, undergraduate, graduate) at maturity; and,
- Participate in a larger Francophone Hub of Innovation and Knowledge initiative.

Location

As the Project progresses, the UOF will require additional space to accommodate a growing number of students, staff and faculty and will be located in two downtown Toronto sites.

1. First temporary site – Years 1-2:

- Two years in a leased space located at Groupe Média TFO’s Toronto head office to support planning and administrative work.

2. Second medium-term site – Year 3 onward:

- The UOF will establish itself in a larger site to accommodate its first student cohorts (from 2021 onward) and has identified a potential medium-term site in downtown Toronto that is estimated at no more than 50,000 sq. ft.

UOF’s Academic Project

Component 1: Competency-Based / Transdisciplinary Pedagogical Approach

- The UOF’s undergraduate and graduate programming and transdisciplinary research will be structured around four areas of excellence that address major 21st century social issues:
 - Digital Cultures;
 - Globalized Economy;
 - Human Plurality; and
 - Urban Environments.
- Programs will help students develop a wide range of cross-disciplinary skills including critical thinking, problem solving, communication, cooperation, risk taking, creativity, leadership, project management, design thinking, entrepreneurship and social responsibility as well as cultural awareness.
- Cross-disciplinary learning methods will also be used, including interdisciplinary, interactive, and experiential methods, work-integrated project/problem work, teamwork, partnerships with organizations and communities, as well as action research with social impacts and internationalization.
- The university will adopt a transdisciplinary approach, which is different from traditional university models based on faculties and departments.

Component 2: Collaborative Approach

- By developing exclusively French joint undergraduate, graduate and professional programs, the UOF will collaborate with existing and any future bilingual postsecondary institutions.
- The UOF will strive to respond to the most pressing professional training and workforce development needs in service sectors that are key to Francophone communities in Ontario, most notably in law, health, social services and education.

Component 3: French-Language and French as a Second Language (FSL) Competencies

- The UOF will develop:
 - French-language, lifelong learning and professional training programs.
 - Programs and online content for FSL/French immersion teaching programs at the undergraduate and graduate levels, in addition to the development of a Certificate of Academic and Professional Competency in French with English-language universities in the Central-Southwestern region.
 - Linguistic and intercultural programs and services.
 - A Centre for Academic Success, for both French-language students and FSL students.

Component 4: Research

- The UOF’s programs and faculty will develop:
 - Research and knowledge mobilization capacities in each of the UOF’s niches of excellence.
 - The Centre for Academic Success, which will provide additional research support to faculty members.

Programs and Partnerships

To date, the UOF has developed four bachelor-level programs that are under review by Ontario's Postsecondary Education Quality Assessment Board (PEQAB):

- Digital Cultures;
- Globalized Economy;
- Human Plurality; and
- Urban Environments.

The UOF also intends to develop lifelong learning (diplomas, certificates) and professional training programs through partnership agreements, which will support the UOF's mission to enhance knowledge creation, transmission and mobilization, as well as research and innovation, all aimed at the cultural and socio-economic development of Francophone and other communities in Ontario.

Subject to typical viability and sustainability criteria, the UOF will develop academic collaborations to respond to the labour market's most pressing needs, specifically the growth of a bilingual workforce in areas such as education, health, finance, social work, law and communication sectors. Professional training programs will be offered in partnership with French-language, bilingual and English-language universities on the basis of inter-institutional agreements, affiliations or associations. Partnerships with colleges (e.g., Boréal, La Cité) for double diplomas or joint programs are also being contemplated.

The UOF is also working in partnership with Groupe Média TFO to create an integrated data processing and shared IT system with its key partner, Université de Hearst and, eventually, others, making it a model for connected educational and learning communities. The UOF will use its digital infrastructure to offer cutting-edge academic programming at its Toronto campus and increase online accessibility for students and partners from across the province and beyond. The UOF's services for students and staff will also be more efficiently managed using a digital infrastructure that is responsive and adaptive to its needs and those of its partners.

PRINCIPAL ACTIVITIES

Set-up Phases

The UOF has divided its initial activities over the eight-year start-up period into three core and successive phases, as follows:

- 1. Phase 1: Academic Development - Minority Language**
 - Establishment of the administrative team;
 - Establishment of the academic team;
 - Establishment of the Centre for Academic Success;
 - Development of UOF programs of study;
 - Gradual development of professional programs;
 - Implementation of promotion and recruitment services, materials and activities;
 - Implementation of scholarships for students;
 - Development of the student digital portfolio system; and,
 - Development of the UOF's provincial mandate with the establishment of inter-institutional collaborations.

- 2. Phase 2: Academic Development – French as a Second Language**
 - Development of UOF study programs (content and online delivery);
 - Development and coordination of inter-university partnerships;
 - Development of the linguistic and intercultural portfolio; and,
 - Implementation of the Centre for Academic Success, i.e., mentoring of second language students and management of the linguistic and cultural services.

- 3. Phase 3: Research Development**
 - Development of research and knowledge mobilization capacity.

Enrolment Projections

The UOF is planning to accept its first cohort of bachelor program students in September 2021. Student enrolment is expected to grow gradually with a small intake in several diploma programs, largely delivered in partnership with other postsecondary institutions, in 2019–20, to approximately 1,500 (FTE) students by 2026–27 in a broader spectrum of programs including baccalaureate, master’s and certificate programs. Enrolment will include a mix of domestic and international students.

Student Services

The UOF will offer a number of services to its community:

- A. Centre for Academic Success
 - i. A single access point for experiential and language learning, a digital library, technology centre, research office, teaching support, and support for students requiring advice, tutoring or accommodations.
- b. Student Services
 - i. Financial aid, mental and physical health, career development, student life, campus activities, immigration support and legal advice.

SUMMARY OF ACTIVITIES BY FISCAL YEAR (2019–2020 TO 2026–27)

Fiscal Year 1 (2019–20)

Summary of Activities/Steps		2019–20 Timelines	
		Start date (yyyy – mm)	End date (yyyy – mm)
Lease deposit for mid-term site		2019-12	2020-04
Hiring of consultants for mid-term site (architects, construction management, legal)		2019-12	2020-04
Interviews, selection and remuneration of initial academic and administrative teams (30.25 FTE): President Vice-Presidents (3) Directors (12) Professors (5) Staff (9.25)		2020-01	2020-04
Development of marketing and promotional materials		2020-01	2020-04
Consultancy services (HR, legal, academic)		2020-01	2020-04
Administrative work, insurance, short-term lease		2020-01	2020-04
OUTPUTS	<ul style="list-style-type: none"> • Hiring of initial administrative and academic team (30.25 FTE) • Marketing materials developed and promotional activities linked to admission of first cohort in Fall 2021 underway • Consultancy services (HR, legal and academic) and providers retained • Site consultants for medium-term location retained 		

Fiscal Year 2 (2020–21)

Summary of Activities/Steps		2020–21 Timelines	
		Start date (yyyy – mm)	End date (yyyy – mm)
Search, interviews, hiring and remuneration of additional professors (15.5) and administrators (4.75)		2020-05	2021-04
Development of courses and course materials		2020-05	2021-04
Development of digital infrastructure		2020-05	2021-04
Work by expert site-planning management team		2020-05	2021-04
Lease and other office and administrative expenses		2020-05	2021-04
Work by various consultants continues (HR, legal, governance, academic)		2020-05	2021-04
External relations work with Council of Ontario Universities, community, academic partners, fundraising, etc.		2020-05	2021-04
Marketing and recruitment activities (promotional materials, fairs, school visits, etc.)		2020-06	2021-04
Fit-up of medium-term site		2020-07	2021-04

SCHEDULE 1

Summary of Activities/Steps		2020–21 Timelines	
		Start date (yyyy – mm)	End date (yyyy – mm)
OUTPUTS	<ul style="list-style-type: none"> Continued hiring of administrative and academic team (20.25 FTE) Course development and materials for 4 degree programs Promotional activities linked to student registration in Fall 2020 and admission of first cohort in Fall 2021 underway Ongoing development of inter-institutional collaborations and programming Development of digital infrastructure Work by HR, legal, governance and academic consultants continues Work of site consultants for medium-term location continues Fit-up of medium-term site begins 		

Fiscal Year 3 (2021–22)

Summary of Activities/Steps		2021–22 Timelines	
		Start date (yyyy – mm)	End date (yyyy – mm)
	Search, interviews, hiring and remuneration of full-time and part-time professors (11), professional staff (4) and support staff (5)	2021-05	2022-01
	Development and opening of the Centre for Academic Success	2021-05	2021-09
	Complete digital infrastructure work	2021-05	2021-12
	Marketing and student recruitment activities	2021-05	2022-04
	Development of new courses, new programs and new partnerships continues	2021-05	2022-04
	Opening of the university to first BA student cohort	2021-09	2021-09
	Lease and maintenance for medium-term site	2021-09	2022-04
OUTPUTS	<ul style="list-style-type: none"> Continued hiring of administrative and academic team (20 FTE) Promotional and student registration activities continue Admission of 1st BA cohort in Fall 2021 Ongoing development of inter-institutional collaborations Introduction of new courses, programs and certificates Completion of digital infrastructure Operations in medium-term site begin Development and opening of the Centre for Academic Success 		

Fiscal Year 4 (2022–23)

Summary of Activities/Steps		2022–23 Timelines	
		Start date (yyyy – mm)	End date (yyyy – mm)
	Search, interviews, hiring and remuneration of additional full-time and part-time professors (20) and professional staff (2)	2022-05	2023-01
	Lease, maintenance and operational expenses continue	2022-05	2023-04
	Student recruitment and external relations work continue	2022-05	2023-04
	Development of new courses, new programs and new partnerships continues	2022-05	2023-04
	University welcomes its 2 nd BA student cohort	2022-09	2022-09
	Deployment of other programs offered in partnerships with other institutions	2022-09	2023-04
OUTPUTS	<ul style="list-style-type: none"> Continued hiring of administrative and academic team (22 FTE) Promotional and student registration activities continue Admission of 2nd BA cohort in Fall 2022 Ongoing development of inter-institutional collaborations Introduction of new courses, programs and certificates Operations in medium-term site continue 		

SCHEDULE 1

Fiscal Year 5 (2023–24)

Summary of Activities/Steps		2023–24 Timelines	
		Start date (yyyy – mm)	End date (yyyy – mm)
Search, Interviews, hiring and remuneration of additional full-time and part-time professors (17), professional staff (2) and support staff (5)		2023-05	2024-01
Lease, maintenance and operational expenses continue		2023-05	2024-04
Student recruitment and external relations work continue		2023-05	2024-04
Development of new courses, new programs and new partnerships continues		2023-05	2024-04
University welcomes its 3rd BA cohort and offers graduate degree programs		2023-09	2023-09
Gradual deployment of new courses, programs, certificates, etc.		2023-09	2024-04
OUTPUTS	<ul style="list-style-type: none"> Continued hiring of administrative and academic team (24 FTE) Promotional and student registration activities continue Admission of 3rd BA cohort in Fall 2023 Ongoing development of inter-institutional collaborations Introduction of new courses, programs and certificates Operations in medium-term site continue 		

Fiscal Year 6 (2024–25)

Summary of Activities/Steps		2024–25 Timelines	
		Start date (yyyy – mm)	End date (yyyy – mm)
Search, interviews, hiring and remuneration of additional full-time and part-time professors (7) and professional staff (4)		2024-05	2025-01
Lease, maintenance and operational expenses continue		2024-05	2025-04
Student recruitment and external relations work continue		2024-05	2025-04
Gradual deployment of new courses, new programs, certificates and new partnerships continues		2024-05	2025-04
University welcomes its 4th BA cohort and additional graduate students		2024-09	2024-09
First cohort of BA students to graduate from University		2025-04	2025-06
OUTPUTS	<ul style="list-style-type: none"> Continued hiring of administrative and academic team (11 FTE) Promotional and student registration activities continue Admission of 4th BA cohort in Fall 2024 Ongoing development of inter-institutional collaborations Introduction of new courses, programs and certificates Operations in medium-term site continue 1st cohort of BA students graduate in Spring 2025 		

SCHEDULE 1

Fiscal Year 7 (2025–26)

Summary of Activities/Steps		2025–26 Timelines	
		Start date (yyyy – mm)	End date (yyyy – mm)
Search, interviews, hiring and remuneration of additional full-time and part-time professors (6), professional staff (2) and support staff (3)		2025-05	2026-01
Lease, maintenance and operational expenses continue		2025-05	2026-04
Student recruitment and external relations work continue		2025-05	2026-04
Gradual deployment of new courses, new programs, certificates and new partnerships continues		2025-05	2026-04
University welcomes its 5th BA cohort and additional graduate students		2025-09	2025-09
Second cohort of BA students to graduate from University		2026-04	2026-06
OUTPUTS	<ul style="list-style-type: none"> • Continued hiring of administrative and academic team (11 FTE) • Promotional and student registration activities continue • Admission of 5th BA cohort in Fall 2025 • Ongoing development of inter-institutional collaborations • Gradual introduction of new courses, programs and certificates • Operations in medium-term site continue • 2nd cohort of BA students graduate in Spring 2026 		

Fiscal Year 8 (2026–27)

Summary of Activities/Steps		2026–27 Timelines	
		Start date (yyyy – mm)	End date (yyyy – mm)
Search, interviews, hiring and remuneration of additional full-time and part-time professors (2) and support staff (2)		2026-05	2027-01
Lease, maintenance and operational expenses continue		2026-05	2027-04
Student recruitment and external relations work continue		2026-05	2027-04
Gradual deployment of new courses, new programs, certificates and new partnerships continues		2026-09	2027-04
University welcomes its 6th BA cohort and additional graduate students		2026-09	2026-09
Third cohort of BA students to graduate from University		2027-04	2027-06
OUTPUTS	<ul style="list-style-type: none"> • Continued hiring of administrative and academic team (4 FTE) • Promotional and student registration activities continue • Admission of 6th BA cohort and additional graduate students in Fall 2026 • Ongoing development of inter-institutional collaborations • Introduction of new courses, programs and certificates • Operations in medium-term site continue • 3rd cohort of BA students graduate from the University in Spring 2027 		

Expected results by 2026–27

Expected results	Performance indicators	Target(s)
<p>In order to meet its projected enrolment of 1,500 FTEs, UOF will move into and begin operations in its medium-term (up to 50,000 sq. ft.) site in Summer 2021.</p> <p>UOF will also have developed promotional materials and deployed a multi-modal student recruitment campaign to begin registration in Fall 2020 and receive its first cohort of students in Fall 2021.</p> <p>Expected enrolment will be composed of a mix of domestic and international students, as well as visiting students or those studying at UOF on letters of permission.</p>	Enrolment	1,500 FTE (all programs)
<p>In Fall 2021, UOF will begin offering four (4) undergraduate programs:</p> <ul style="list-style-type: none"> ○ Digital Cultures; ○ Globalized Economy; ○ Human Plurality; and, ○ Urban Environment. <p>Honours' and graduate programs in the same areas of study will subsequently be rolled out.</p> <p>Possible delivery of certificate programs, many of which will draw upon collaborations/partnerships or dual diplomas with other PSE institutions, including:</p> <ul style="list-style-type: none"> ○ New French-language pathways in collaboration with English-language universities ○ Inter-institutional professional programs (e.g., education, social work, law, management) 	Number and type of programs	4 undergraduate degrees 6 certificates 8 diploma programs in collaboration with other postsecondary institutions
<p>The first cohort of students begin in September 2021 and will graduate from UOF's 4 undergraduate degree programs in Spring 2025.</p>	Graduation rate	70%
<p>UOF has begun developing inter-institutional partnerships with:</p> <ul style="list-style-type: none"> ○ Other French-language and bilingual universities and colleges in Ontario ○ English-language postsecondary institutions in Ontario ○ French-language postsecondary institutions outside Ontario 	Number of inter-institutional partnerships	4
<p>UOF will develop research capacity in its 4 core program areas and its Centre for Academic Success will include a Research Office to support faculty with their research activities</p>	Number of research projects in one of the 4 program areas	1 per full-time professor

2. BUDGET FORECAST

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Total
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	over 8 years
A. SALARIES AND WAGES									
Academic and Non-Academic Salaries									
i. Salaries and Benefits - UOF Academic Faculty	\$ 687,774	\$ 3,823,541	\$ 5,197,469	\$ 7,756,451	\$ 10,561,898	\$ 12,165,232	\$ 13,413,569	\$ 14,119,271	\$ 67,725,205
ii. Salaries and Benefits - UOF Admin Staff	\$ 786,697	\$ 3,806,400	\$ 4,714,533	\$ 5,044,889	\$ 6,092,390	\$ 6,494,861	\$ 7,191,789	\$ 7,596,919	\$ 41,728,478
Sub-total Salaries and Wages (S&W)	\$ 1,474,471	\$ 7,629,941	\$ 9,912,002	\$ 12,801,340	\$ 16,654,288	\$ 18,660,093	\$ 20,605,358	\$ 21,716,190	\$ 109,453,683
B. OTHER EXPENSES									
i. Marketing, Recruitment, Development	\$ 400,000	\$ 750,000	\$ 600,000	\$ 300,000	\$ 300,000	\$ 350,000	\$ 350,000	\$ 400,000	\$ 3,450,000
ii. Consultants: Legal, Academic, Administrative, IT	\$ 340,000	\$ 500,000	\$ 216,420	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 452,680	\$ 2,109,100
iii. Digital Operations, Access & Maintenance (Central Computing)	-	\$ 50,000	\$ 100,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 3,150,000
iv. External Relations (community & inter-institutional)	\$ 65,000	\$ 170,000	\$ 250,000	\$ 256,000	\$ 265,363	\$ 278,678	\$ 296,943	\$ 321,724	\$ 1,903,708
v. Student Services & Centre for Academic Success									
- S&W: Student Services (Health, Well-being, Financial Aid, Student Life, Library, Research Support, FSL Support, etc.)	-	\$ 400,000	\$ 750,000	\$ 800,000	\$ 755,269	\$ 940,519	\$ 1,161,488	\$ 1,326,465	\$ 6,133,741
- Operating Expenses for the Centre for Academic Success	-	-	\$ 50,000	\$ 50,000	\$ 75,000	\$ 150,000	\$ 150,000	\$ 200,000	\$ 675,000
Sub-total Student Services & Centre for Academic Success	-	\$ 400,000	\$ 800,000	\$ 850,000	\$ 830,269	\$ 1,090,519	\$ 1,311,488	\$ 1,526,465	\$ 6,808,741
vi. Lease Costs									
- Lease Deposit	\$ 500,000	-	-	-	-	-	-	-	\$ 500,000
- Lease costs	\$ 35,000	\$ 1,249,000	\$ 1,945,000	\$ 2,520,000	\$ 2,520,000	\$ 2,520,000	\$ 2,520,000	\$ 2,658,000	\$ 15,967,000
vii. Site Maintenance	-	-	\$ 1,000,000	\$ 1,030,000	\$ 1,060,900	\$ 1,192,730	\$ 1,125,500	\$ 1,159,300	\$ 6,568,430
viii. Other: Insurance fees, Administrative expenses, Travel expenses, Board & Senate expenses	\$ 139,529	\$ 451,419	\$ 676,578	\$ 692,660	\$ 932,180	\$ 857,980	\$ 1,040,711	\$ 865,641	\$ 5,656,698
Sub-Total Other Operating	\$ 1,479,529	\$ 3,570,419	\$ 5,587,998	\$ 6,398,660	\$ 6,658,712	\$ 7,039,907	\$ 7,394,642	\$ 7,983,810	\$ 46,113,677

SCHEDULE 1

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Total
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	over 8 years
C. CAPITAL									
i. Consultants: expert site-planning management team for mid-term site	\$ 470,000	\$ 700,000							\$ 1,170,000
ii. Fit-up Costs									
- Fit-up Costs: mid-term site*	-	\$ 5,000,000	-	-	-	-	-	-	\$ 5,000,000
iii. Digital Infrastructure	-	\$ 4,100,000	\$ 2,100,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 600,000	\$ 7,600,000
Sub-Total Capital	\$ 470,000	\$ 9,800,000	\$ 2,100,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 600,000	\$ 13,770,000
Total Operating and Capital Requirements	\$ 3,424,000	\$ 21,000,360	\$ 17,600,000	\$ 19,400,000	\$ 23,513,000	\$ 25,900,000	\$ 28,200,000	\$ 30,300,000	\$ 169,337,360

*Landlord's contribution to leasehold improvements in proposed medium-term site valued at \$4.5M

Sources of Funding

Fiscal Year	Canada's Contribution				Ontario's Contribution				Subtotal (Canada & Ontario)				UOF Revenue	GRAND TOTAL
	Complementary Funding		Infrastructure	Total	FLM	FLS	Infrastructure	Total	FLM	FLS	Infrastructure	Subtotal		
	FLM	FLS												
2019-20	\$2,954,000	\$0	\$470,000	\$3,424,000	\$0	\$0	\$0	\$0	\$2,954,000	\$0	\$470,000	\$3,424,000	\$0	\$3,424,000
2020-21	\$10,927,380	\$235,620	\$9,800,000	\$20,963,000	\$0	\$0	\$0	\$0	\$10,927,380	\$235,620	\$9,800,000	\$20,963,000	\$37,360	\$21,000,360
2021-22	\$13,751,355	\$348,645	\$2,100,000	\$16,200,000	\$0	\$0	\$0	\$0	\$13,751,355	\$348,645	\$2,100,000	\$16,200,000	\$1,400,000	\$17,600,000
2022-23	\$15,616,012	\$583,988	\$200,000	\$16,400,000	\$0	\$0	\$0	\$0	\$15,616,012	\$583,988	\$200,000	\$16,400,000	\$3,000,000	\$19,400,000
2023-24	\$5,737,359	\$209,641	\$66,000	\$6,013,000	\$11,449,843	\$416,157	\$134,000	\$12,000,000	\$17,187,202	\$625,798	\$200,000	\$18,013,000	\$5,500,000	\$23,513,000
2024-25	\$0	\$0	\$0	\$0	\$16,507,304	\$692,696	\$200,000	\$17,400,000	\$16,507,304	\$692,696	\$200,000	\$17,400,000	\$8,500,000	\$25,900,000
2025-26	\$0	\$0	\$0	\$0	\$16,242,595	\$757,405	\$200,000	\$17,200,000	\$16,242,595	\$757,405	\$200,000	\$17,200,000	\$11,000,000	\$28,200,000
2026-27	\$0	\$0	\$0	\$0	\$14,982,762	\$817,238	\$600,000	\$16,400,000	\$14,982,762	\$817,238	\$600,000	\$16,400,000	\$13,900,000	\$30,300,000
Total	\$48,986,106	\$1,377,894	\$12,636,000	\$63,000,000	\$59,182,504	\$2,683,496	\$1,134,000	\$63,000,000	\$108,168,610	\$4,061,390	\$13,770,000	\$126,000,000	\$43,337,360	\$169,337,360

FINANCIAL CONDITIONS

1. CONTRIBUTION AMOUNT AND FINANCIAL IMPLICATIONS

1.1 The Project's overall cost is one hundred and sixty-nine million three hundred and thirty-seven thousand three hundred and sixty dollars (\$169,337,360), as set out in the Budget Forecast in section 2 of Schedule 1 of this Agreement, whereby federal and provincial contributions amount to one hundred and twenty-six million dollars (\$126,000,000) and the UOF would contribute forty-three million three hundred and thirty-seven thousand three hundred and sixty dollars (\$43,337,360) earned through student revenues and/or other revenue sources.

1.2 Disbursement of Canada's financial contribution to the Project, through Ontario, will not exceed the amounts below for the applicable fiscal years, as per the payment breakdown and eligible expenditures that will be incurred by Ontario within the fiscal year for which they are allocated, unless otherwise authorized in writing by Canada:

For fiscal year 2019–20: up to \$3,424,000

For fiscal year 2020–21: up to \$20,963,000

For fiscal year 2021–22: up to \$16,200,000

For fiscal year 2022–23: up to \$16,400,000

For fiscal year 2023–24: up to \$6,013,000

For fiscal year 2024–25: \$0

For fiscal year 2025–26: \$0

For fiscal year 2026–27: \$0

1.3 Canada's financial contribution is conditional on Ontario providing a financial contribution equivalent to or greater than that of Canada for the implementation of the Project during the period of the Project under this Agreement as indicated in subsection 3.2 of this Agreement.

1.4 Ontario agrees to contribute to the eligible expenditures incurred under the terms of this Agreement. Ontario's total financial contribution for the Project represents a minimum total amount of sixty-three million dollars (\$63,000,000) and shall be distributed as follows:

For fiscal year 2019–20: \$0

For fiscal year 2020–21: \$0

For fiscal year 2021–22: \$0

For fiscal year 2022–23: \$0

For fiscal year 2023–24: \$12,000,000

For fiscal year 2024–25: \$17,400,000

For fiscal year 2025–26: \$17,200,000

For fiscal year 2026–27: \$16,400,000

1.5 Ontario shall inform Canada as soon as it is anticipated that the cost to execute the Project may exceed the amount stated in subsection 1.2 in this Schedule. It will be the responsibility of Ontario to assist the UOF in resolving all budget issues with the Project in a timely fashion in order not to incur additional eligible expenditures nor delay the activities of the Project.

2. REDUCTION/TERMINATION OF THIS AGREEMENT

- 2.1 Notwithstanding Canada's and Ontario's respective obligations to make any payment toward the Project specified under this Agreement, this obligation is subject to the appropriation of funds by the Parliament of Canada and the Legislature of Ontario respectively and to the maintenance of current and forecasted Program budget levels.
- 2.2 In the event of a reduction or termination of the funding of the Program as evidenced by any appropriation act or the federal Crown's main and supplementary estimates expenditures, Canada may, upon giving Ontario written notice of ninety (90) days, reduce the funding or terminate this Agreement. Subject to the terms and conditions of this Agreement, in the event that funding is terminated under the Program, Canada shall reimburse Ontario for any eligible costs incurred up to the end date of that notice period. Notwithstanding any other section under this Agreement, the financial obligations of Canada shall cease at the end of the notice period.

3. SURPLUS

- 3.1 Ontario acknowledges having disclosed to Canada, as part of its application for funding under the Program, all proposed additional sources of funding, including cash and/or in-kind amounts from all levels of government and expenditures, for any activity or objective within the scope of the Project. These proposed sources of funding and expenditures shall be set out in the Budget Forecast described in Schedule 1 of this Agreement. Ontario further acknowledges that Canada's approval of funding for the Project was based in part on the representations set out in the Budget Forecast.
- 3.2 When submitting annual reports as required under section 8 of this Schedule, Ontario shall also declare any changes to the proposed sources of funding or expenditures for the Project.
- 3.2.1 If total federal, provincial and municipal government funding of the activities and objectives set out in the Project exceeds 100 per cent of the total cost to Ontario for undertaking the Project, unless Canada requires Ontario to adjust its activities accordingly, Ontario shall repay any excess to Canada. Until repaid to Canada, the excess amount constitutes a debt owing to Canada.
- 3.3 Notwithstanding paragraph 3.2.1 above, in the event that a surplus is realized at the end of the Project, Canada may recover its share of the surplus based on its pro-rata share of the funding.

4. ELIGIBLE EXPENDITURES

- 4.1 Ontario agrees that Canada's financial contribution shall be applied to only those eligible expenditures described in Schedule 1 of this Agreement. They may include, among others:
 - 4.1.1 salaries and benefits (other than severance pay), professional fees, administrative costs, expenditures related to the purchase or rental of essential supplies and equipment, the purchase and production of educational materials, as well as training;
 - 4.1.2 costs regarding the preparation of renovation plans and blueprints, environmental assessments, site development, professional fees, renovation, and acquisition of essential furniture and equipment.
- 4.2 For the purposes of this Agreement, "essential furniture and equipment" means the furniture and equipment needed for the operation and maintenance of the building that are usually and reasonably provided for in such an institution, except perishables.
- 4.3 Before awarding the renovation contracts for the fitting out of the medium-term site, Ontario shall submit for Canada's approval the construction plans, the schedule of work and the environmental impact assessment (if required by law) referred to in section 11 of Schedule 3 of this Agreement, if applicable.
- 4.4 Only those expenditures incurred during a fiscal year for activities of the Project described in Schedule 1 of this Agreement shall be deemed eligible expenditures for the fiscal year in question.

- 4.5 The Parties agree that, in general, the expenditures related to Canada's financial contribution shall be incurred from April 1st to March 31st of the fiscal year in question. Canada agrees that the period during which expenditures may be charged against the contributions for a given fiscal year may be extended to June 30th. In that case, Ontario shall undertake to ensure that the expenditures it reports in the financial statements submitted to Canada for expenditures incurred between April 1st and June 30th, and charged to the previous fiscal year, are not reported in the following fiscal year.

5. NON-ELIGIBLE EXPENDITURES

- 5.1 For the purposes of this Agreement, activities with an international scope (such as travel costs), feasibility studies, as well as land acquisition and development, shall not be considered as eligible expenditures for Canada's financial contribution.

6. TRANSFERS

- 6.1 The Parties may agree in writing, no later than February 15th of the fiscal year in question, to transfer a portion of Canada's financial contribution between Complementary Funds and Infrastructure as set out in the Budget Forecast in Schedule 1 of this Agreement.

7. PAYMENT CONDITIONS

- 7.1 Canada's annual financial contributions referred to in subsection 1.2 of this Schedule shall be made, upon submission by Ontario of documentation supporting the eligible expenditures, as follows:
- 7.1.1 for the first fiscal year (2019–20) of this Agreement, an advance payment representing one hundred percent (100%) of Canada's financial contribution for that fiscal year shall be made after the signing of this Agreement;
- 7.1.2 for each subsequent fiscal year, a first payment representing fifty percent (50%) of Canada's financial contribution for that given fiscal year shall be made following the production of an updated version of sections 1 (Project Description) and 2 (Budget Forecast) of Schedule 1 of this Agreement, if applicable, and provided that the requirements for previous payments have been met;
- 7.1.3 for each subsequent fiscal year, a second and final payment, not exceeding the balance of Canada's financial contribution for that given fiscal year, shall be made following the production of:
- 7.1.3.1 an interim financial report, as described in subsection 8.8 of this Schedule, for the fiscal year in question;
- 7.1.3.2 an annual report, as described in subsection 8.9 of this Schedule, for the previous fiscal year, and
- 7.1.3.3 an updated version of sections 1 (Project Description) and 2 (Budget Forecast) of Schedule 1, if applicable.
- 7.2 The first payments made by Canada to Ontario as part of this Agreement shall be made within ninety (90) working days following acceptance by Canada of the documents referred to in section 7 of this Schedule.
- 7.3 The second and final payments made by Canada to Ontario as part of this Agreement shall be made approximately thirty (30) working days following acceptance by Canada of the documents referred to in section 7 of this Schedule.

8. FINANCIAL STATEMENTS AND REPORTS

- 8.1 The Parties agree that they must be accountable to Parliament, the Legislature of Ontario and the general public for the proper use of funds provided under this Agreement and for the results achieved by these investments. Reporting under this Agreement is guided by the principles of transparency, consistency, accuracy, timeliness and clarity.

- 8.2 Reports made by Ontario shall be in accordance with the terms of this Agreement and with provincial legislation and policies, including those related to the protection of privacy and access to information.
- 8.3 Reports shall be certified by a person duly authorized by Ontario.
- 8.4 Ontario shall provide the annual reports in the manner it deems most appropriate in its particular circumstances. If, once the information has been submitted, Canada believes that there is a need to clarify and determine the relevance of the information presented in the financial statements and reports, Ontario agrees to hold discussions with Canada to ensure compliance with the terms of this Agreement. Ontario shall update the relevant documents, if necessary.
- 8.5 For each reference period, the financial statements in the annual reports shall separately present the budget established in Schedule 1 of this Agreement and all expenditures incurred by Ontario, including those incurred since the effective date of this Agreement, that is, April 1st, 2019. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- 8.6 Ontario shall keep accounts and documents up to date and in due form on all revenues and expenditures related to this Agreement in accordance with the laws, regulations, policies and directives applicable in Ontario.
- 8.7 Ontario shall also provide Canada, before March 31st of each fiscal year, confirmation that the expenditures for the current fiscal year for this Project have in fact been incurred, or will be incurred, in accordance with the terms of this Agreement. The attestation form, to be provided by Canada, shall be signed by a person duly authorized by Ontario.

8.8 Interim Financial Statements

- 8.8.1 Interim financial statements provide the actual expenditures incurred based on the Budget Forecast in Schedule 1 of this Agreement during the period ending September 30th of the current fiscal year and the anticipated expenditures up to March 31st of the same fiscal year.
- 8.8.2 Ontario shall submit its interim financial statements to Canada on or about November 1st of the current fiscal year in question.

8.9 Annual Reports

- 8.9.1 Annual reports comprise the following elements:
- 8.9.1.1 a final financial statement of contributions and expenditures incurred based on the Budget Forecast in Schedule 1 of this Agreement for the fiscal year in question;
- 8.9.1.2 the status of implementation of the activities, including an explanation of any changes to the Project's planned activities, timeline or budget; and
- 8.9.1.3 an indication of the exchanges undertaken with the UOF on the implementation of the Project, as specified in subsection 12.2 of Schedule 3 of this Agreement.
- 8.10 For the third (2021–22), fifth (2023–24) and final (2026–27) fiscal years, the annual report for the fiscal years in question shall also include results based on the anticipated targets and indicators set by Ontario, as indicated in section 1 of Schedule 1 of this Agreement.
- 8.11 Ontario shall provide annual reports for each of the fiscal years covered by the Project.
- 8.12 Ontario shall submit its annual reports to Canada on or about September 30th following the fiscal year in question.

9. OVERPAYMENT

- 9.1 It is exceptional for Canada to cover 100 percent of the eligible expenditures for the first years of a multi-year project. The Parties agree that, if payments made to Ontario exceed the amounts to which Ontario is entitled over the duration of this Agreement, the overpayment shall constitute a debt owing to Canada and shall be returned to Canada.

SCHEDULE 2

- 9.2 Where any amount owing to Canada has not been repaid or reimbursed under this Agreement, 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 Ontario under other instruments executed between the Parties.

10. FINANCIAL AUDITS

- 10.1 In the event a financial audit is deemed necessary within a period of up to five (5) years after the end of this Agreement, the Parties agree that it would be conducted by a certified auditor.

GENERAL TERMS AND CONDITIONS**1. APPLICABLE LEGISLATION**

- 1.1 This Agreement shall be governed by and interpreted in accordance with the applicable legislation and regulations in force in Ontario.

2. DISPOSAL OF ASSETS

- 2.1 For any asset purchase (furniture, equipment, wheeled equipment, etc.) that has a cost of more than ten thousand dollars (\$10,000), Ontario shall take all reasonable measures to ensure that the UOF preserves and maintains the assets acquired with Canada's financial contribution under this Agreement and ensure they are used for the purposes of the Project at least until the expiry or termination of this Agreement, unless:

- 2.1.1 written exemption from this requirement is obtained from Canada;
- 2.1.2 Canada authorizes the disposal of the assets;
- 2.1.3 the assets must be replaced on account of wear; or
- 2.1.4 the assets must be replaced on account of obsolescence.

3. LIABILITY OF CANADA AND ONTARIO

- 3.1 Neither of the Parties shall be liable for any injury, including death, or for any loss or damage to the property of the other Party or anyone else, that occurs through the implementation of this Agreement by Ontario unless such injury, loss or damage is caused by the negligence, wilful misconduct or bad faith of one of the Parties, their Ministers, or their employees, officers or agents.
- 3.2 Canada disclaims itself from any liability in the event that Ontario concludes a loan, rent-to-own contract or other long-term contract as part of the activities funded under this Agreement.

4. INDEMNIFICATION

- 4.1 Ontario shall indemnify Canada, the federal minister and their employees, officers or agents, and release them from any liability for claims, losses, damages, expenditures and costs related to any injury or death, or loss or damage to property caused by Ontario or its employees, officers or agents in carrying out the activities described in this Agreement.

5. DEFAULT AND RECOURSE

- 5.1 The following situations constitute a default:
- 5.1.1 Ontario, directly or through its representatives, makes or made, other than in good faith, a false declaration or a misrepresentation to Canada; or
- 5.1.2 One of the conditions or commitments included in this Agreement has not been fulfilled; or
- 5.1.3 Canada suspends or withholds for no legitimate reason payments of its financial contribution with respect to amounts already owing or future payments; or
- 5.1.4 Ontario suspends or withholds for no legitimate reason payments of its financial contribution with respect to amounts already owing or future payments.
- 5.2 In the event of a default committed by Ontario, if Canada determines that Ontario's default is capable of cure and that a delay for these purposes is appropriate, Canada reserves the right to send a written notice of default to Ontario specifying a cure period of no fewer than ninety (90) days from the date of Ontario's deemed receipt of the notice, requiring that Ontario provide Canada with proof of the cure within that delay. Ontario's proof that the default is cured shall be to Canada's satisfaction.

- 5.3 If Ontario does not act accordingly to the notice of default, Canada may avail itself of the following remedies:
- 5.3.1 Reduce Canada's financial contribution and notify Ontario of the reduced amount of the contribution;
 - 5.3.2 Suspend the payment of any amount in respect of Canada's financial contribution, regardless of whether the amount is owing prior to or after the date of such suspension or future payments and inform Ontario accordingly; and
 - 5.3.3 Terminate this Agreement by means of a written notice of termination given to Ontario after the delay provided in the notice of default has expired and the default has not been remedied to Canada's satisfaction. The notice of termination may include reimbursement of all or part of Canada's financial contribution as debt owing to Canada and will terminate any financial obligation of Canada to continue to contribute funding to the Project under this Agreement.
- 5.4 In the event of a default committed by Canada, if Ontario determines that Canada's default is capable of cure and that a delay for these purposes is appropriate, Ontario reserves the right to send a written notice of default to Canada specifying a cure period of no fewer than ninety (90) days from the date of Canada's deemed receipt of the notice, requiring that Canada provide Ontario with proof of the cure within that delay. Canada's proof that the default is cured shall be to Ontario's satisfaction.
- 5.5 If Canada does not act accordingly to the notice of default, Ontario may avail itself of the following remedies:
- 5.5.1 Suspend some activities provided for in Schedule 1 of this Agreement and inform Canada accordingly; and
 - 5.5.2 Terminate this Agreement by means of a written notice of termination given to Canada after the delay provided in the notice of default has expired and the default has not been cured to Ontario's satisfaction.
- 5.6 The fact that one of the Parties refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered as a waiver of such right and, furthermore, partial or limited exercise of a right conferred on it shall not prevent it in any way in the future from exercising any other right or remedy under this Agreement or other applicable law.

6. EVALUATION

- 6.1 Ontario is responsible for the evaluation of the education programs and initiatives under its jurisdiction, including those attached to this Agreement. Ontario shall share with Canada the results of those evaluations.
- 6.2 Canada's programs, including the Development of Official-Language Communities Program, Minority-Language Education Component, and the Enhancement of Official Languages Program, Second-Language Learning Component, are routinely evaluated. Canada agrees to consult Ontario on any future evaluation of its programs and to seek its opinion on such evaluations. Canada shall share with Ontario the results of those evaluations.

7. ASSIGNMENT

- 7.1 This Agreement, and any benefit thereunder, may not be assigned without prior written approval from Canada.

8. DISPUTE RESOLUTION

- 8.1 In the event of a dispute arising under the terms of this Agreement, the Parties agree to try to make a good faith attempt to settle the dispute. In the event that the Parties cannot resolve the dispute through negotiation, they agree to give good faith consideration to using an alternate method to resolve the dispute.

9. AMENDMENTS

9.1 The Parties may, with mutual written consent, amend this Agreement. To be valid, any amendment to this Agreement shall be in writing and shall be signed by the Parties hereto or by their duly authorized representatives, while this Agreement is in effect.

10. ACCESS TO FACILITIES

10.1 Ontario shall take all reasonable measures to allow Canada to visit the premises where the Project funded under this Agreement are being carried out at any time and during reasonable hours to monitor the Project implementation. Ontario shall provide Canada all necessary assistance and documentation as may be necessary for carrying out this monitoring function.

10.2 Ontario shall ensure that the new facilities funded under this Agreement are accessible to persons with disabilities.

11. ENVIRONMENTAL ASSESSMENT

11.1 Ontario shall acknowledge that the UOF abides by the requirements of all applicable laws, regulations, orders, and orders in council and shall comply with the requirements of all regulatory bodies. Ontario shall provide a copy of the environmental assessment report to Canada, if requested.

11.2 Ontario acknowledges that Canada's financial contribution is conditional upon Canada being satisfied that its obligations under the *Impact Assessment Act, 2019*, are met, and with the implementation and adherence to such mitigation, monitoring and follow-up measures that may be required from time to time by the environmental assessment report noted above.

12. CONSULTATION

12.1 The Parties recognize the importance of collaboration with stakeholders who play a key role in minority-language education and second-language instruction. Ontario determines its appropriate consultation process.

12.2 Ontario shall consult with these stakeholders to discuss the implementation of the Project and any changes that may be made to it.

13. AVAILABILITY OF MATERIAL

13.1 Title to any intellectual property created by the UOF as part of or in respect of the Project shall vest with Ontario or the UOF, as the case may be. Canada shall not request any rights to the intellectual property created by Ontario or the UOF.

COMMUNICATIONS

1. PUBLIC INFORMATION

- 1.1 The Parties agree that once signed, this Agreement, the related reports, including evaluations, audits and other reviews regarding this agreement, may be made available to the public by any Party.
- 1.2 The Parties agree that communications and publications intended for the public regarding this Agreement shall be available in both official languages.

2. JOINT COMMUNICATIONS

- 2.1 The Parties shall designate communications contacts who will be responsible for overseeing coordinated communications to the Canadian public.
- 2.2 Any announcement of the approved funding as well as subsequent public communications on the Project shall be agreed to by both Parties.
- 2.3 Ontario shall provide Canada with an opportunity to participate in milestone events related to the Project and shall inform Canada of the proposed activities planned for these events at least fifteen (15) days in advance.
- 2.4 All joint communications material must be approved by both Parties prior to release and shall provide equal recognition of both Parties' financial contribution.
- 2.5 Joint communications products must be in both official languages and include the Canada word mark and other Parties' logos.
- 2.6 The conduct of all joint communications will follow the Table of Precedence for Canada.

3. INDIVIDUAL COMMUNICATIONS

- 3.1 Notwithstanding section 2 of this Schedule, the Parties retain the right to meet their respective obligations to communicate information to the public about this Agreement and the use of funds through their own communications processes.
- 3.2 Canada and Ontario shall recognize each other's financial contribution to the Project when conducting public communications, including, without being limited to, speeches, news releases, public announcements, websites and provincial departmental and agency reports.
- 3.3 Ontario shall take all reasonable measures to ensure that the UOF provides equal recognition of Canada's and Ontario's financial contributions in any publicity relating to the Project.

4. MEDIA RELATIONS

- 4.1 The Parties will share information promptly should significant media inquiries be received or emerging media or stakeholder issues arise regarding the Project.

5. SIGNAGE

- 5.1 Upon completion of the infrastructure work, Ontario shall ensure or require that the UOF install a plaque or sign on the medium-term site covered by this Agreement, drawing attention to the participation of both Parties in the Project. The design, text and specifications shall be approved by both Parties.

**MEMORANDUM OF UNDERSTANDING
BETWEEN CANADA AND ONTARIO
REGARDING THE *UNIVERSITÉ DE L'ONTARIO FRANÇAIS***

THIS MEMORANDUM OF UNDERSTANDING was concluded in English and in French

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF CANADA, hereinafter referred to as “Canada”, represented by the Minister of La Francophonie,

AND: HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, hereinafter referred to as “Ontario”, represented by the Minister of Transportation and Minister of Francophone Affairs as well as the Minister of Training, Colleges and Universities.

WHEREAS Canada recognizes in the Canadian Constitution and the *Official Languages Act* that English and French are the official languages of Canada;

WHEREAS Canada is committed to enhancing the vitality of official-language communities living in a minority setting in Canada and supporting and assisting their development;

WHEREAS, subject to the Canadian Constitution, education falls within the exclusive jurisdiction of the provinces and territories, and the provincial and territorial governments are responsible for establishing plans for, determining the objectives of, defining the contents of, setting priorities for, and evaluating their education programs, including minority-language education programs;

WHEREAS the *Université de l'Ontario français* has been established by the *Université de l'Ontario français Act, 2017* (S.O. 2017, c. 34, Sched. 43), therefore making the *Université de l'Ontario français* a provincial responsibility;

WHEREAS, in accordance with the *Official Languages Act*, Canada can undertake such measures as to encourage and assist provincial and territorial governments to offer members of official-language minority communities education in their own language;

WHEREAS Canada, in the Protocol for Agreements for Minority-Language Education and Second-Language Instruction between the Government of Canada and the provincial and territorial governments, reserves the right to approve complementary contributions in addition to the regular and additional funds allocated through the Protocol to support measures linked to infrastructure projects and programming in minority-language education and second-language learning at all levels of instruction;

WHEREAS Canada's financial commitments within exclusive provincial jurisdiction are contingent to the demonstration of the province providing an equivalent or higher provincial contribution for the duration of the project;

WHEREAS Canada and Ontario recognize the importance of increasing access to Francophone postsecondary education for the development of Ontario's Francophone communities;

WHEREAS the *Université de l'Ontario français* has recently presented to Ontario a financial request of a total of 126 million dollars over eight years (2019-2027) for the establishment of the *Université de l'Ontario français* with the expectation that both Canada and Ontario invest 50/50 in the project in the amount of 63 million dollars each;

AND WHEREAS both parties confirm the need for a due diligence process to be completed in order to commit public funds and move forward in a trustworthy, accountable and transparent way;

THEREFORE, given the reciprocal agreements contained herein, this Memorandum of Understanding bears witness to the fact that the parties agree on the following:

1. In accordance to Ontario's exclusive jurisdiction in education, Ontario is responsible towards the establishment and continuity of the *Université de l'Ontario français*.
2. Canada and Ontario agree to co-operate on the establishment of the *Université de l'Ontario français* in order to address the needs with respect to postsecondary education in French and the development for Francophone communities in Ontario and of the rest of Canada, on the following conditions:
 - a. Canada and Ontario agree to ensure the implementation of an adequate due diligence process in order to commit public funds and move forward in a trustworthy, accountable and transparent way with respect to the proposal put forward by the *Université de l'Ontario français*; and
 - b. Canada and Ontario agree that funding negotiations will begin following this due diligence process based on Ontario's official proposal; and
 - c. Canada and Ontario agree that joint funding will be contingent on both Ontario's and Canada's financial commitments.
3. Canada and Ontario will establish a joint working group to work together and agree upon eligible expenditures, timelines and activities for the *Université de l'Ontario français* project. The joint working group will make best efforts to finalize negotiations by an agreed-upon date.
4. Upon successful negotiations, Canada and Ontario will base their agreed-upon governmental contributions on established practices and funding principles for intergovernmental cooperation in education, such as Canada's contribution not exceeding 50 percent of the total costs incurred by Ontario.
5. Canada and Ontario acknowledge that their contributions for this project would be incremental to the regular funds provided for in the Canada–Ontario agreement on minority-language education and second-language instruction.
6. It is exceptional for Canada to cover 100 percent of the expenditures for the first four years of a multi-year project. Canada will seek assurance from Ontario that it will reimburse Canada of its share of the contribution to the project should Ontario not be in a position to provide funding within the expected timeframe.
7. Ontario will seek assurances that Canada will contribute its agreed-upon contribution within the eight-year period, subject to any mutually agreed-upon modifications to the project implementation plan.
8. A multi-year agreement may be concluded by Canada and Ontario under Canada's complementary and infrastructure contribution envelope for the Development of Official-Language Communities and Enhancement of Official Languages Programs, upon approval by Canada of the financial request presented by Ontario. A project description, the identification of eligible expenses, and the schedule for the payment of eligible expenses by each of the two parties for the fiscal years applicable to the project would then be set out in the agreement.

IN WITNESS WHEREOF, the parties have signed this Memorandum of Understanding which will come into effect on the date of the last signature. This Memorandum of Understanding may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument.

ON BEHALF OF CANADA
Original signed by:

The Honourable Mélanie Joly
Minister of La Francophonie

Date: September 7, 2019

ON BEHALF OF ONTARIO
Original signed by:

The Honourable Caroline Mulroney
Minister of Transportation
Minister of Francophone Affairs

Date: September 7, 2019

ON BEHALF OF ONTARIO
Original signed by:

The Honourable Ross Romano
Minister of Training, Colleges and Universities

Date: September 7, 2019