

MEMORANDUM OF ARRANGEMENT

Reference number: 431384 (hereinafter referred to as the "MOA")

BETWEEN: **HIS MAJESTY THE KING IN RIGHT OF CANADA**
represented by the Minister of Canadian Heritage (hereinafter referred to as the
"Minister") and by any other person duly authorized to represent the Minister.

AND : **PARADIGMS MEDIA TECHNOLOGY NETWORK**
(hereinafter referred to as the "Organization")

The "Minister" and the "Organization" are individually referred to as "the Party" or collectively as "the Parties".

WHEREAS the Minister has announced its intention to create a panel of experts to develop strategic, non-partisan analysis and advice for the Minister on CBC/Radio-Canada's mandate, programming objectives, distribution methods, independence safeguards, governance arrangements, objects and powers, transparency obligations, funding model, funding level, duties, functions, and general role within the new media environment;

WHEREAS the Organization's project team is led by Taylor Owen, Associate Professor at McGill University's Max Bell School of Public Policy and one of the founders of Paradigms Media Technology Network, and dedicated to undertaking worksheets and background documents of challenges facing CBC/Radio-Canada;

WHEREAS both parties agree that the work undertaken through this Project will focus on informing the panel's discussions and their reflection on the new mandate and future of CBC/Radio-Canada, as well as short and medium-term policy development at the Department of Canadian Heritage;

FOR THESE REASONS, taking into account their respective obligations set out below, the parties agree as follows:

OBLIGATIONS OF THE MINISTER

- 1.1 The Minister agrees to fulfill the obligations set out in Annex A of this MOA.

OBLIGATIONS OF THE ORGANIZATION

- 2.2 The Organization agrees to fulfill the obligations set out in Annex B of this MOA.

TERM

- 1.1 This MOA will take effect from the date of its signature by all parties, and will terminate, subject to expiration on an earlier date, or by September 30, 2024.
- 1.2 All obligations of the Organization described herein shall remain, expressly or by reason of their nature, in effect after the termination or expiration of this MOA, at least and until they are fulfilled or until their expiration.

PAYMENT

The Minister's total financial liability under this MOA will not exceed \$133,000 CAD including taxes.

MANNER OF PAYMENT

- 1.3 The Organization will issue invoices to the Minister, in accordance with the agreed upon the Obligations of the Organization (Annex B).
- 1.4 The Minister shall pay to the Organization an amount not to exceed the amount set out on the payment schedule within a period of thirty (30) days after receipt of an invoice from the Organization, provided the Organization has fulfilled the terms of this Agreement to the complete satisfaction of the Minister. The total amount shall not exceed \$133,000 CAD including taxes.
- 1.5 The Minister will pay the Organization by direct deposit once the Organization has sent an invoice to the attention of Sylvain Michaud at sylvain.michaud@pch.gc.ca.

INTELLECTUAL PROPERTY RIGHTS

- 1.6 The Organization will retain copyright in any works it creates pursuant to and for the purposes of this Agreement, including the final versions.
- 1.7 The Organization shall provide the Minister with a digital copy of the final documents, upon request or by the termination date of the Agreement.
- 1.8 The Organization hereby grants the Minister a non-exclusive license to exercise any of the copyright over the reports for internal purposes within the Department of Canadian Heritage and for publication on the Department of Canadian Heritage public website.
- 1.9 The Organization shall make reasonable best efforts to ensure that none of the content in the final report infringes on third parties' intellectual property rights.

NON-DISCRIMINATION

Members will not discriminate, contrary to applicable laws, on the basis of prohibited grounds, including race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability and conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered; discriminate on the basis of language; advocate intolerance, discrimination and/or prejudice; provide support to organizations or individuals that share or promote offensive content or discourse; or undermine the values set out in the *Canadian Charter of Rights and Freedoms* and the *Canadian Human Rights Act*.

NOTICE

Any notice, information or document required under this MOA will be deemed to have been given if it is delivered, faxed or mailed. Any notice delivered in person will be deemed received upon delivery. Any notice sent by fax will be deemed received one business day after it has been sent. Any notice sent by mail will be deemed received eight (8) working days after being mailed.

All notices must be sent to the following addresses:

to the Minister:

Michel Sabbagh
Director General
25 Eddy Street, Gatineau, QC J8X 4B5
Tel.: 613-883-8437
Email: michel.sabbagh@pch.gc.ca

to the organization:

Taylor Owen
Founder, Paradigms Media Technology
Network
203 Willowbrook Rd,
Oliver, BC, V0H 1T5 Tel.: 514-291-6439
Email: taylor.owen@mcgill.ca

DESCRIPTION OF THE MOA

This MOA, including the following schedules and forms part thereof, and any subsequent amendments thereto, constitutes the entire MOA between the Parties and supersedes all prior agreements, documents, representations, negotiations, understandings and undertakings with respect to the subject matter hereof. The organization certifies that it has read the MOA and agrees on its provisions.

Annex A: OBLIGATIONS OF THE MINISTER
Annex B: OBLIGATIONS OF THE ORGANIZATION
Annex C: GENERAL TERMS AND CONDITIONS

IN WITNESS WHEREOF, the parties have signed this MOA through duly authorized representatives.

Recommended by (Section 32):

Sabbagh, Michel

Digitally signed by Sabbagh,
Michel
Date: 2024.03.21 13:49:48 -04'00'

Name: Michel Sabbagh
Title: Director General

The Minister

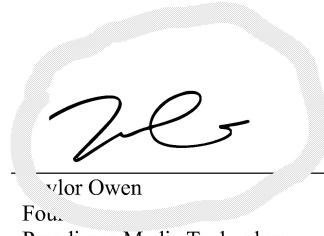


Digitally signed
by Zaidi, Hasan
Date: 2024.03.22
13:11:52 -04'00'

Hasan Zaidi
Director, Contracting and
Materiel Management Directorate
Chief Financial Officer Branch

Date

The organization



Taylor Owen
Fou...
Paradigms Media Technology
Network

March 21, 2024

Date

ANNEX A – OBLIGATIONS OF THE MINISTER

- A1. The Minister agrees to provide the following for the conduct of the project:
- a) Participate in the project, through their representatives and as requested by the Organization, with the objective of fostering a better understanding of the current issues faced by CBC/Radio-Canada.
 - b) Translate the final written papers and, contingent on the Minister's approval, publish them on the Canadian Heritage public website.

ANNEX B – OBLIGATIONS OF THE ORGANIZATION

B1. The work will be undertaken through the following phases:

B1.1 Research and Writing – The Organization will prepare and submit a minimum of 3 background papers (5 to 10 pages each) on the following overarching topics: funding, governance, and mandate. Based on these background papers, the Organization will also prepare 6 worksheets of 2-3 pages, one on each of the following planned meeting topics:

- a) Appointments, roles and responsibilities
- b) Transparency and accountability
- c) Funding models
- d) Funding level
- e) Public needs and responsiveness
- f) Programming and services

Submission of these deliverables will be made in accordance with the below and will include Minister's changes and approval. Dates of delivery can also change by arrangement. All background papers and worksheets produced under this MOA will be kept confidential and not published without the authorization of the Minister.

B2. Other topics for background papers or worksheets may be added after the signing of this MOA without impacting the total cost of the project.

B3. The Project could be extended to include, for example, a contribution to the discussions with the expert panel.

ACTIVITIES	DELIVERABLES	METHOD OF DELIVERY	DATE OF DELIVERY	PAYMENT SCHEDULE
Research and Writing	Background Paper - Governance	Email to Michel.sabbagh@pch.gc.ca	April 2, 2024	\$16,405
	Background Paper - Funding	Email to Michel.sabbagh@pch.gc.ca	April 29, 2024	\$16,405
	Background Paper - Mandate	Email to Michel.sabbagh@pch.gc.ca	May 20, 2024	\$16,405
	Worksheet on appointments, roles and responsibilities	Email to Michel.sabbagh@pch.gc.ca	April 8, 2024	\$5,470
	Worksheet on transparency and accountability	Email to Michel.sabbagh@pch.gc.ca	April 15, 2024	\$5,470
	Worksheet on funding models	Email to Michel.sabbagh@pch.gc.ca	April 29, 2024	\$5,470
	Worksheet on funding level	Email to Michel.sabbagh@pch.gc.ca	May 6, 2024	\$5,470
	Worksheet on public needs and responsiveness	Email to Michel.sabbagh@pch.gc.ca	May 20, 2024	\$5,470
	Worksheet on programming and services	Email to Michel.sabbagh@pch.gc.ca	May 27, 2024	\$5,470
Other targeted research and writing (as needed)	Supplementary background papers or worksheets	Email to Michel.sabbagh@pch.gc.ca	Up to September 2024	\$50,000

ANNEX C – GENERAL TERMS AND CONDITIONS

C1. LAWS AND PERMITS

- C1.1 Except as otherwise provided, each party shall, solely and entirely to its obligations hereunder, at its own expense, comply with and comply with federal, provincial and municipal laws and regulations including, without limitation, occupational health and safety laws and regulations, and obtain all permits, necessary authorizations and approvals.
- C1.2 This Agreement shall be governed by and construed in accordance with the laws of the province in which the organization operates or has its principal place of business.
- C1.3 Any person engaging in lobbying activities on behalf of the corporation will be required to be registered under *the Lobbying Act* (R.S.C. 1985, c. 44 (4th Supp.)).

C2. ACCESS TO INFORMATION

Documents and records produced by the organization and submitted to the Minister under this MOA are subject to the *Access to Information Act* (R.S.C, 1985, c. A-1).

C3. NO PARTNERSHIP AGREEMENTS, JOINT VENTURES OR AGENCIES

Although the organization is presented as a partner of the Minister to carry out the Project, the parties acknowledge that this link does not constitute an association for the purpose of forming a legal partnership or joint venture and does not create an agency relationship between the parties.

C4. DISPUTE RESOLUTION

In the event of a dispute over the interpretation of the terms of this MOA, the parties agree to negotiate in good faith to resolve the dispute.

C5. NON-PERFORMANCE AND REMEDIES

- C5.1 The Minister may terminate this MOA if the organization fails to meet its commitments to carry out or meet its obligations under the MOA. Termination will take effect immediately upon written notice to the organization of the Minister of termination of the MOA, or at a later date determined by the Minister.
- C5.2 The Minister may, without notice to the organization, terminate this MOA if:
- C5.2.1 it is required to do so for health or safety reasons, or
 - C5.2.2 if the organization:
 - (i) goes bankrupt;
 - (ii) is the subject of a receivership order;
 - (iii) disposes of its assets to its creditors;
 - (iv) avails itself of a law on bankrupt or insolvent debtors, or any other law of similar scope; or
 - (v) is the subject of an order or the adoption of a resolution to wind up the corporation.
- C5.3 The organization may not claim damages for loss of profits, loss of revenue or business opportunity, financing, sponsorship, clientele or other loss related directly or indirectly to a notice served or an action taken by the Minister under sections C5.1 and C5.2 of this MOA.

C6. RESPONSIBILITY

The Minister, his or her employees and agents shall not be liable for any injury or incident resulting in the death of any person, or for any damage to the property of the organization resulting from compliance with the organization's obligations under this MOA.

C7. COMPENSATION

- C7.1 The organization will indemnify the Minister, its employees and agents for any damages, suits, claims, losses, expenses and costs to which it or they collectively may be exposed under this

MOA. The Minister, his employees and mandataries waive any compensation in the event of injury, loss or injury caused by the Minister or his employees or agents.

C7.2 The compensation awarded by the organization under Section C7.1 will remain applicable after the end of this MOA.

C8. CESSION

The corporation may not assign, transfer or otherwise dispose of, in whole or in part, this MOA or any other benefit or interest in this MOA without the prior authorization of the Minister, who may, in his or her sole discretion, refuse it.

C9. DEROGATION FROM THE TERMS AND CONDITIONS

A waiver by either party of the terms of this MOA shall be notified in writing. Any derogation does not in itself constitute a subsequent derogation from any other term of the MOA.

C10. DELAY

Compliance with the deadline is an essential condition of this MOA.

C11. POWER AND CONSENT

The Parties acknowledge that they have the authority to enter into this MOA and to comply with all of the obligations set out.

Audrée Bissonnette (elle, la | she, her)

De: Hasan Zaidi
Envoyé: 22 mars 2024 14:29
À: Michel Sabbagh (il, le, lui | he, him, his); Annick Munezero
Cc: Audrée Bissonnette (elle, la | she, her); Sylvain Michaud; Jonathan Kealey
Objet: RE: Signature of our MOA :)
Pièces jointes: MoA_PMTN_March20 copy.pdf

Bonjour Michel et Annick,

s.21(1)(b)

Pour donner suite à notre discussion d'aujourd'hui,

Comme mentionné, et pour être clair, la procédure à suivre pour toute modification de ses modèles d'ententes contractuelles (MOA, MOU, LOA, etc.) est de les soumettre pour examen et approbation par les services juridiques avant de les inclure. De plus, toute modification de ce type en ce qui concerne les contrats devrait être effectuée par SPAC, mais pourrait également être initiée par notre service juridique interne.

Vous trouverez ci-joint l'accord dûment signé, pour vos dossiers.

Merci,

Hasan

Hasan Zaidi
Directeur, DGDPF-DGMM / Director, CFOB-CMMD
Patrimoine canadien - Canadian Heritage
15-9-69 Eddy, Gatineau, Qc, Canada K1A 0M5
Cellulaire: 819-360-8676
hasan.zaidi@canada.ca

From: Sylvain Michaud <sylvain.michaud@pch.gc.ca>
Sent: Friday, March 22, 2024 7:49 AM
To: Hasan Zaidi <hasan.zaidi@pch.gc.ca>; Jonathan Kealey <jonathan.kealey@pch.gc.ca>
Cc: Audrée Bissonnette (elle, la | she, her) <audree.bissonnette@pch.gc.ca>; Annick Munezero <annick.munezero@pch.gc.ca>
Subject: TR: Signature of our MOA :)

Hello Hasan and Jonathan,
Thanks again for all your advice and support.
We would love to greenlight the project as soon as possible, because the first deadline is short.
Just let us know when we can expect it.
Have a great Friday.

S

De : Audrée Bissonnette (elle, la | she, her) <audree.bissonnette@pch.gc.ca>

Envoyé : 21 mars 2024 14:09

À : Jonathan Kealey <jonathan.kealey@pch.gc.ca>

Cc : Sylvain Michaud <sylvain.michaud@pch.gc.ca>; Annick Munezero <annick.munezero@pch.gc.ca>

Objet : Signature of our MOA :)

Hello Jonathan,

Bon jeudi!

I am pleased to send you our MOA signed by Taylor Owen and Michel. 😊

We are only missing Hasan's signature.

Thank you in advance for sending back the MOA to us once Hasan will have signed it.

And thank you so much for your help on this file!

Audrée Bissonnette (She|Elle)

Agente de recherche et d'analyse de données, Direction générale de l'audiovisuel
Ministère du Patrimoine canadien / Gouvernement du Canada

audree.bissonnette@pch.gc.ca

Research Analyst, Audiovisual Branch

Department of Canadian Heritage / Government of Canada

audree.bissonnette@pch.gc.ca

MEMORANDUM OF ARRANGEMENT

Reference number: 431384 (hereinafter referred to as the "MOA")

BETWEEN: **HIS MAJESTY THE KING IN RIGHT OF CANADA**
represented by the Minister of Canadian Heritage (hereinafter referred to as the
"Minister") and by any other person duly authorized to represent the Minister.

AND : **PARADIGMS MEDIA TECHNOLOGY NETWORK**
(hereinafter referred to as the "Organization")

The "Minister" and the "Organization" are individually referred to as "the Party" or collectively as "the Parties".

WHEREAS the Minister has announced its intention to create a panel of experts to develop strategic, non-partisan analysis and advice for the Minister on CBC/Radio-Canada's mandate, programming objectives, distribution methods, independence safeguards, governance arrangements, objects and powers, transparency obligations, funding model, funding level, duties, functions, and general role within the new media environment;

WHEREAS the Organization's project team is led by Taylor Owen, Associate Professor at McGill University's Max Bell School of Public Policy and one of the founders of Paradigms Media Technology Network, and dedicated to undertaking worksheets and background documents of challenges facing CBC/Radio-Canada;

WHEREAS both parties agree that the work undertaken through this Project will focus on informing the panel's discussions and their reflection on the new mandate and future of CBC/Radio-Canada, as well as short and medium-term policy development at the Department of Canadian Heritage;

FOR THESE REASONS, taking into account their respective obligations set out below, the parties agree as follows:

OBLIGATIONS OF THE MINISTER

- 1.1 The Minister agrees to fulfill the obligations set out in Annex A of this MOA.

OBLIGATIONS OF THE ORGANIZATION

- 2.2 The Organization agrees to fulfill the obligations set out in Annex B of this MOA.

TERM

- 1.1 This MOA will take effect from the date of its signature by all parties, and will terminate, subject to expiration on an earlier date, or by September 30, 2024.
- 1.2 All obligations of the Organization described herein shall remain, expressly or by reason of their nature, in effect after the termination or expiration of this MOA, at least and until they are fulfilled or until their expiration.

PAYMENT

The Minister's total financial liability under this MOA will not exceed \$133,000 CAD including taxes.

MANNER OF PAYMENT

- 1.3 The Organization will issue invoices to the Minister, in accordance with the agreed upon the Obligations of the Organization (Annex B).
- 1.4 The Minister shall pay to the Organization an amount not to exceed the amount set out on the payment schedule within a period of thirty (30) days after receipt of an invoice from the Organization, provided the Organization has fulfilled the terms of this Agreement to the complete satisfaction of the Minister. The total amount shall not exceed \$133,000 CAD including taxes.
- 1.5 The Minister will pay the Organization by direct deposit once the Organization has sent an invoice to the attention of Sylvain Michaud at sylvain.michaud@pch.gc.ca.

INTELLECTUAL PROPERTY RIGHTS

- 1.6 The Organization will retain copyright in any works it creates pursuant to and for the purposes of this Agreement, including the final versions.
- 1.7 The Organization shall provide the Minister with a digital copy of the final documents, upon request or by the termination date of the Agreement.
- 1.8 The Organization hereby grants the Minister a non-exclusive license to exercise any of the copyright over the reports for internal purposes within the Department of Canadian Heritage and for publication on the Department of Canadian Heritage public website.
- 1.9 The Organization shall make reasonable best efforts to ensure that none of the content in the final report infringes on third parties' intellectual property rights.

NON-DISCRIMINATION

Members will not discriminate, contrary to applicable laws, on the basis of prohibited grounds, including race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability and conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered; discriminate on the basis of language; advocate intolerance, discrimination and/or prejudice; provide support to organizations or individuals that share or promote offensive content or discourse; or undermine the values set out in the *Canadian Charter of Rights and Freedoms* and the *Canadian Human Rights Act*.

NOTICE

Any notice, information or document required under this MOA will be deemed to have been given if it is delivered, faxed or mailed. Any notice delivered in person will be deemed received upon delivery. Any notice sent by fax will be deemed received one business day after it has been sent. Any notice sent by mail will be deemed received eight (8) working days after being mailed.

All notices must be sent to the following addresses:

to the Minister:

Michel Sabbagh
Director General
25 Eddy Street, Gatineau, QC J8X 4B5
Tel.: 613-883-8437
Email: michel.sabbagh@pch.gc.ca

to the organization:

Taylor Owen
Founder, Paradigms Media Technology
Network
203 Willowbrook Rd,
Oliver, BC, V0H 1T5 Tel.: 514-291-6439
Email: taylor.owen@mcgill.ca

DESCRIPTION OF THE MOA

This MOA, including the following schedules and forms part thereof, and any subsequent amendments thereto, constitutes the entire MOA between the Parties and supersedes all prior agreements, documents, representations, negotiations, understandings and undertakings with respect to the subject matter hereof. The organization certifies that it has read the MOA and agrees on its provisions.

Annex A: OBLIGATIONS OF THE MINISTER
Annex B: OBLIGATIONS OF THE ORGANIZATION
Annex C: GENERAL TERMS AND CONDITIONS

IN WITNESS WHEREOF, the parties have signed this MOA through duly authorized representatives.

Recommended by (Section 32):

Sabbagh, Michel
Digitally signed by Sabbagh,
Michel
Date: 2024.03.21 13:49:48 -04'00'

Name: Michel Sabbagh
Title: Director General


The Minister

 Digitally signed
by Zaidi, Hasan
Date: 2024.03.22
13:11:52 -04'00'

Hasan Zaidi
Director, Contracting and
Material Management Directorate
Chief Financial Officer Branch

Date

The organization

 Digitally signed
by Owen, Taylor
Date: 2024.03.21
13:11:52 -04'00'

Taylor Owen
Founder
Paradigms Media Technology
Network

March 21, 2024

Date

ANNEX A – OBLIGATIONS OF THE MINISTER

- A1. The Minister agrees to provide the following for the conduct of the project:
- a) Participate in the project, through their representatives and as requested by the Organization, with the objective of fostering a better understanding of the current issues faced by CBC/Radio-Canada.
 - b) Translate the final written papers and, contingent on the Minister's approval, publish them on the Canadian Heritage public website.

ANNEX B – OBLIGATIONS OF THE ORGANIZATION

B1. The work will be undertaken through the following phases:

B1.1 Research and Writing – The Organization will prepare and submit a minimum of 3 background papers (5 to 10 pages each) on the following overarching topics: funding, governance, and mandate. Based on these background papers, the Organization will also prepare 6 worksheets of 2-3 pages, one on each of the following planned meeting topics:

- a) Appointments, roles and responsibilities
- b) Transparency and accountability
- c) Funding models
- d) Funding level
- e) Public needs and responsiveness
- f) Programming and services

Submission of these deliverables will be made in accordance with the below and will include Minister's changes and approval. Dates of delivery can also change by arrangement. All background papers and worksheets produced under this MOA will be kept confidential and not published without the authorization of the Minister.

B2. Other topics for background papers or worksheets may be added after the signing of this MOA without impacting the total cost of the project.

B3. The Project could be extended to include, for example, a contribution to the discussions with the expert panel.

ACTIVITIES	DELIVERABLES	METHOD OF DELIVERY	DATE OF DELIVERY	PAYMENT SCHEDULE
Research and Writing	Background Paper - Governance	Email to Michel.sabbagh@pch.gc.ca	April 2, 2024	\$16,405
	Background Paper - Funding	Email to Michel.sabbagh@pch.gc.ca	April 29, 2024	\$16,405
	Background Paper - Mandate	Email to Michel.sabbagh@pch.gc.ca	May 20, 2024	\$16,405
	Worksheet on appointments, roles and responsibilities	Email to Michel.sabbagh@pch.gc.ca	April 8, 2024	\$5,470
	Worksheet on transparency and accountability	Email to Michel.sabbagh@pch.gc.ca	April 15, 2024	\$5,470
	Worksheet on funding models	Email to Michel.sabbagh@pch.gc.ca	April 29, 2024	\$5,470
	Worksheet on funding level	Email to Michel.sabbagh@pch.gc.ca	May 6, 2024	\$5,470
	Worksheet on public needs and responsiveness	Email to Michel.sabbagh@pch.gc.ca	May 20, 2024	\$5,470
	Worksheet on programming and services	Email to Michel.sabbagh@pch.gc.ca	May 27, 2024	\$5,470
Other targeted research and writing (as needed)	Supplementary background papers or worksheets	Email to Michel.sabbagh@pch.gc.ca	Up to September 2024	\$50,000

ANNEX C – GENERAL TERMS AND CONDITIONS

C1. LAWS AND PERMITS

- C1.1 Except as otherwise provided, each party shall, solely and entirely to its obligations hereunder, at its own expense, comply with and comply with federal, provincial and municipal laws and regulations including, without limitation, occupational health and safety laws and regulations, and obtain all permits, necessary authorizations and approvals.
- C1.2 This Agreement shall be governed by and construed in accordance with the laws of the province in which the organization operates or has its principal place of business.
- C1.3 Any person engaging in lobbying activities on behalf of the corporation will be required to be registered under *the Lobbying Act* (R.S.C. 1985, c. 44 (4th Supp.)).

C2. ACCESS TO INFORMATION

Documents and records produced by the organization and submitted to the Minister under this MOA are subject to the *Access to Information Act* (R.S.C, 1985, c. A-1).

C3. NO PARTNERSHIP AGREEMENTS, JOINT VENTURES OR AGENCIES

Although the organization is presented as a partner of the Minister to carry out the Project, the parties acknowledge that this link does not constitute an association for the purpose of forming a legal partnership or joint venture and does not create an agency relationship between the parties.

C4. DISPUTE RESOLUTION

In the event of a dispute over the interpretation of the terms of this MOA, the parties agree to negotiate in good faith to resolve the dispute.

C5. NON-PERFORMANCE AND REMEDIES

- C5.1 The Minister may terminate this MOA if the organization fails to meet its commitments to carry out or meet its obligations under the MOA. Termination will take effect immediately upon written notice to the organization of the Minister of termination of the MOA, or at a later date determined by the Minister.
- C5.2 The Minister may, without notice to the organization, terminate this MOA if:
- C5.2.1 it is required to do so for health or safety reasons, or
 - C5.2.2 if the organization:
 - (i) goes bankrupt;
 - (ii) is the subject of a receivership order;
 - (iii) disposes of its assets to its creditors;
 - (iv) avails itself of a law on bankrupt or insolvent debtors, or any other law of similar scope; or
 - (v) is the subject of an order or the adoption of a resolution to wind up the corporation.
- C5.3 The organization may not claim damages for loss of profits, loss of revenue or business opportunity, financing, sponsorship, clientele or other loss related directly or indirectly to a notice served or an action taken by the Minister under sections C5.1 and C5.2 of this MOA.

C6. RESPONSIBILITY

The Minister, his or her employees and agents shall not be liable for any injury or incident resulting in the death of any person, or for any damage to the property of the organization resulting from compliance with the organization's obligations under this MOA.

C7. COMPENSATION

- C7.1 The organization will indemnify the Minister, its employees and agents for any damages, suits, claims, losses, expenses and costs to which it or they collectively may be exposed under this

MOA. The Minister, his employees and mandataries waive any compensation in the event of injury, loss or injury caused by the Minister or his employees or agents.

C7.2 The compensation awarded by the organization under Section C7.1 will remain applicable after the end of this MOA.

C8. CESSION

The corporation may not assign, transfer or otherwise dispose of, in whole or in part, this MOA or any other benefit or interest in this MOA without the prior authorization of the Minister , who may, in his or her sole discretion, refuse it.

C9. DEROGATION FROM THE TERMS AND CONDITIONS

A waiver by either party of the terms of this MOA shall be notified in writing. Any derogation does not in itself constitute a subsequent derogation from any other term of the MOA.

C10. DELAY

Compliance with the deadline is an essential condition of this MOA.

C11. POWER AND CONSENT

The Parties acknowledge that they have the authority to enter into this MOA and to comply with all of the obligations set out.

MEMORANDUM OF ARRANGEMENT

Reference number: 431384 (hereinafter referred to as the "MOA")

BETWEEN: **HIS MAJESTY THE KING IN RIGHT OF CANADA**
represented by the Minister of Canadian Heritage (hereinafter referred to as the
"Minister") and by any other person duly authorized to represent the Minister.

AND : **PARADIGMS MEDIA TECHNOLOGY NETWORK**
(hereinafter referred to as the "Organization")

The "Minister" and the "Organization" are individually referred to as "the Party" or collectively as "the Parties".

WHEREAS the Minister has announced its intention to create a panel of experts to develop strategic, non-partisan analysis and advice for the Minister on CBC/Radio-Canada's mandate, programming objectives, distribution methods, independence safeguards, governance arrangements, objects and powers, transparency obligations, funding model, funding level, duties, functions, and general role within the new media environment;

WHEREAS the Organization's project team is led by Taylor Owen, Associate Professor at McGill University's Max Bell School of Public Policy and one of the founders of Paradigms Media Technology Network, and dedicated to undertaking worksheets and background documents of challenges facing CBC/Radio-Canada;

WHEREAS both parties agree that the work undertaken through this Project will focus on informing the panel's discussions and their reflection on the new mandate and future of CBC/Radio-Canada, as well as short and medium-term policy development at the Department of Canadian Heritage;

FOR THESE REASONS, taking into account their respective obligations set out below, the parties agree as follows:

OBLIGATIONS OF THE MINISTER

- 1.1 The Minister agrees to fulfill the obligations set out in Annex A of this MOA.

OBLIGATIONS OF THE ORGANIZATION

- 2.2 The Organization agrees to fulfill the obligations set out in Annex B of this MOA.

TERM

- 1.1 This MOA will take effect from the date of its signature by all parties, and will terminate, subject to expiration on an earlier date, or by September 30, 2024.
- 1.2 All obligations of the Organization described herein shall remain, expressly or by reason of their nature, in effect after the termination or expiration of this MOA, at least and until they are fulfilled or until their expiration.

PAYMENT

The Minister's total financial liability under this MOA will not exceed \$133,000 CAD including taxes.

MANNER OF PAYMENT

- 1.3 The Organization will issue invoices to the Minister, in accordance with the agreed upon the Obligations of the Organization (Annex B).
- 1.4 The Minister shall pay to the Organization an amount not to exceed the amount set out on the payment schedule within a period of thirty (30) days after receipt of an invoice from the Organization, provided the Organization has fulfilled the terms of this Agreement to the complete satisfaction of the Minister. The total amount shall not exceed \$133,000 CAD including taxes.
- 1.5 The Minister will pay the Organization by direct deposit once the Organization has sent an invoice to the attention of Sylvain Michaud at sylvain.michaud@pch.gc.ca.

INTELLECTUAL PROPERTY RIGHTS

- 1.6 The Organization will retain copyright in any works it creates pursuant to and for the purposes of this Agreement, including the final versions.
- 1.7 The Organization shall provide the Minister with a digital copy of the final documents, upon request or by the termination date of the Agreement.
- 1.8 The Organization hereby grants the Minister a non-exclusive license to exercise any of the copyright over the reports for internal purposes within the Department of Canadian Heritage and for publication on the Department of Canadian Heritage public website.
- 1.9 The Organization shall make reasonable best efforts to ensure that none of the content in the final report infringes on third parties' intellectual property rights.

NON-DISCRIMINATION

Members will not discriminate, contrary to applicable laws, on the basis of prohibited grounds, including race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability and conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered; discriminate on the basis of language; advocate intolerance, discrimination and/or prejudice; provide support to organizations or individuals that share or promote offensive content or discourse; or undermine the values set out in the *Canadian Charter of Rights and Freedoms* and the *Canadian Human Rights Act*.

NOTICE

Any notice, information or document required under this MOA will be deemed to have been given if it is delivered, faxed or mailed. Any notice delivered in person will be deemed received upon delivery. Any notice sent by fax will be deemed received one business day after it has been sent. Any notice sent by mail will be deemed received eight (8) working days after being mailed.

All notices must be sent to the following addresses:

to the Minister:

Michel Sabbagh
Director General
25 Eddy Street, Gatineau, QC J8X 4B5
Tel.: 613-883-8437
Email: michel.sabbagh@pch.gc.ca

to the organization:

Taylor Owen
Founder, Paradigms Media Technology
Network
203 Willowbrook Rd,
Oliver, BC, V0H 1T5 Tel.: 514-291-6439
Email: taylor.owen@mcgill.ca

DESCRIPTION OF THE MOA

This MOA, including the following schedules and forms part thereof, and any subsequent amendments thereto, constitutes the entire MOA between the Parties and supersedes all prior agreements, documents, representations, negotiations, understandings and undertakings with respect to the subject matter hereof. The organization certifies that it has read the MOA and agrees on its provisions.

Annex A: OBLIGATIONS OF THE MINISTER
Annex B: OBLIGATIONS OF THE ORGANIZATION
Annex C: GENERAL TERMS AND CONDITIONS

IN WITNESS WHEREOF, the parties have signed this MOA through duly authorized representatives.

Recommended by (Section 32):

Name: Michel Sabbagh
Title: Director General

The Minister

Hasan Zaidi
Director, Contracting and
Materiel Management Directorate
Chief Financial Officer Branch

Date

The organization

Taylor Owen
Founder
Paradigms Media Technology
Network

Date

ANNEX A – OBLIGATIONS OF THE MINISTER

- A1. The Minister agrees to provide the following for the conduct of the project:
- a) Participate in the project, through their representatives and as requested by the Organization, with the objective of fostering a better understanding of the current issues faced by CBC/Radio-Canada.
 - b) Translate and publish the final written papers on the Canadian Heritage public website.

ANNEX B – OBLIGATIONS OF THE ORGANIZATION

B1. The work will be undertaken through the following phases:

B1.1 Research and Writing – The Organization will prepare and submit a minimum of 3 background papers (5 to 10 pages each) on the following overarching topics: funding, governance, and mandate. Based on these background papers, the Organization will also prepare 6 worksheets of 2-3 pages, one on each of the following planned meeting topics:

- a) Appointments, roles and responsibilities
- b) Transparency and accountability
- c) Funding models
- d) Funding level
- e) Public needs and responsiveness
- f) Programming and services

Submission of these deliverables will be made in accordance with the below and will include Minister's changes and approval. Dates of delivery can also change by arrangement. All background papers and worksheets produced under this MOA will be kept confidential and not published without the authorization of the Minister.

B2. Other topics for background papers or worksheets may be added after the signing of this MOA without impacting the total cost of the project.

B3. The Project could be extended to include, for example, a contribution to the discussions with the expert panel.

ACTIVITIES	DELIVERABLES	METHOD OF DELIVERY	DATE OF DELIVERY	PAYMENT SCHEDULE
Research and Writing	Background Paper - Governance	Email to Michel.sabbagh@pch.gc.ca	April 2, 2024	\$16,405
	Background Paper - Funding	Email to Michel.sabbagh@pch.gc.ca	April 29, 2024	\$16,405
	Background Paper - Mandate	Email to Michel.sabbagh@pch.gc.ca	May 20, 2024	\$16,405
	Worksheet on appointments, roles and responsibilities	Email to Michel.sabbagh@pch.gc.ca	April 8, 2024	\$5,470
	Worksheet on transparency and accountability	Email to Michel.sabbagh@pch.gc.ca	April 15, 2024	\$5,470
	Worksheet on funding models	Email to Michel.sabbagh@pch.gc.ca	April 29, 2024	\$5,470
	Worksheet on funding level	Email to Michel.sabbagh@pch.gc.ca	May 6, 2024	\$5,470
	Worksheet on public needs and responsiveness	Email to Michel.sabbagh@pch.gc.ca	May 20, 2024	\$5,470
	Worksheet on programming and services	Email to Michel.sabbagh@pch.gc.ca	May 27, 2024	\$5,470
Other targeted research and writing (as needed)	Supplementary background papers or worksheets	Email to Michel.sabbagh@pch.gc.ca	Up to September 2024	\$50,000

ANNEX C – GENERAL TERMS AND CONDITIONS

C1. LAWS AND PERMITS

- C1.1 Except as otherwise provided, each party shall, solely and entirely to its obligations hereunder, at its own expense, comply with and comply with federal, provincial and municipal laws and regulations including, without limitation, occupational health and safety laws and regulations, and obtain all permits, necessary authorizations and approvals.
- C1.2 This Agreement shall be governed by and construed in accordance with the laws of the province in which the organization operates or has its principal place of business.
- C1.3 Any person engaging in lobbying activities on behalf of the corporation will be required to be registered under *the Lobbying Act* (R.S.C. 1985, c. 44 (4th Supp.)).

C2. ACCESS TO INFORMATION

Documents and records produced by the organization and submitted to the Minister under this MOA are subject to the *Access to Information Act* (R.S.C, 1985, c. A-1).

C3. NO PARTNERSHIP AGREEMENTS, JOINT VENTURES OR AGENCIES

Although the organization is presented as a partner of the Minister to carry out the Project, the parties acknowledge that this link does not constitute an association for the purpose of forming a legal partnership or joint venture and does not create an agency relationship between the parties.

C4. DISPUTE RESOLUTION

In the event of a dispute over the interpretation of the terms of this MOA, the parties agree to negotiate in good faith to resolve the dispute.

C5. NON-PERFORMANCE AND REMEDIES

- C5.1 The Minister may terminate this MOA if the organization fails to meet its commitments to carry out or meet its obligations under the MOA. Termination will take effect immediately upon written notice to the organization of the Minister of termination of the MOA, or at a later date determined by the Minister.
- C5.2 The Minister may, without notice to the organization, terminate this MOA if:
- C5.2.1 it is required to do so for health or safety reasons, or
 - C5.2.2 if the organization:
 - (i) goes bankrupt;
 - (ii) is the subject of a receivership order;
 - (iii) disposes of its assets to its creditors;
 - (iv) avails itself of a law on bankrupt or insolvent debtors, or any other law of similar scope; or
 - (v) is the subject of an order or the adoption of a resolution to wind up the corporation.
- C5.3 The organization may not claim damages for loss of profits, loss of revenue or business opportunity, financing, sponsorship, clientele or other loss related directly or indirectly to a notice served or an action taken by the Minister under sections C5.1 and C5.2 of this MOA.

C6. RESPONSIBILITY

The Minister, his or her employees and agents shall not be liable for any injury or incident resulting in the death of any person, or for any damage to the property of the organization resulting from compliance with the organization's obligations under this MOA.

C7. COMPENSATION

- C7.1 The organization will indemnify the Minister, its employees and agents for any damages, suits, claims, losses, expenses and costs to which it or they collectively may be exposed under this

MOA. The Minister, his employees and mandataries waive any compensation in the event of injury, loss or injury caused by the Minister or his employees or agents.

C7.2 The compensation awarded by the organization under Section C7.1 will remain applicable after the end of this MOA.

C8. CESSION

The corporation may not assign, transfer or otherwise dispose of, in whole or in part, this MOA or any other benefit or interest in this MOA without the prior authorization of the Minister, who may, in his or her sole discretion, refuse it.

C9. DEROGATION FROM THE TERMS AND CONDITIONS

A waiver by either party of the terms of this MOA shall be notified in writing. Any derogation does not in itself constitute a subsequent derogation from any other term of the MOA.

C10. DELAY

Compliance with the deadline is an essential condition of this MOA.

C11. POWER AND CONSENT

The Parties acknowledge that they have the authority to enter into this MOA and to comply with all of the obligations set out.

MEMORANDUM OF ARRANGEMENT

Reference number: (hereinafter referred to as the "MOA")

Commenté [AB1]:

BETWEEN: **HER MAJESTY THE KING IN RIGHT OF CANADA**
represented by the Minister of Canadian Heritage (hereinafter referred to as the
"Minister") and by any other person duly authorized to represent the Minister.

AND: **McGill University**
(hereinafter called/referred to as the "Organization")

Commenté [AB(1)sh2]:

The "Minister" and the "Organization" are individually referred to as "the Party" or collectively as "the Parties".

Commenté [SM3R2]:

~~WHEREAS the Minister means the Minister of Canadian Heritage, the Department of Canadian Heritage, and officials from the Department of Canadian Heritage.~~

~~WHEREAS the Minister has created a panel of experts to develop strategic, non-partisan analysis and advice for the Minister on CBC/Radio-Canada's mandate, programming objectives, distribution methods, independence safeguards, governance arrangements, objects and powers, transparency obligations, funding model, funding level, duties, functions, and general role within the new media environment;~~

s.21(1)(b)

~~WHEREAS the McGill University Organization's project team is led/led by Taylor Owen, Associate Professor at McGill University's Max Bell School of Public Policy, and comprised of Edward Boyd, Rick Harp, Sylvain LaFrance, Paoline Mattar, Andrew McDougall, Jennifer McGuire, Emilie Nicolas, Karyn Pugliese, Mike Ananny and Matten Roach, and dedicated to undertaking framing papers and background documents of challenges facing CBC/Radio-Canada;~~

Commenté [AB(1)sh4]:

~~WHEREAS both parties agree that the work undertaken through this Project will focus on informing the panel's discussions and their reflection on the new mandate and future of CBC/Radio-Canada;~~

~~AND WHEREAS the support of McGill University will take place from March 2024, and conclude at the end of September 2024.~~

FOR THESE REASONS, taking into account their respective obligations set out below, the parties agree as follows:

1. OBLIGATIONS OF THE MINISTER

1.1 The Minister agrees to fulfill the obligations set out in Annex A of this MOA.

~~The Minister shall:~~

~~Participate, through their representatives and as requested by McGill University, in the Project with the objective of fostering a better understanding of the current issues faced by CBC/Radio-Canada.~~

~~Translate and publish the final written papers on the Canadian Heritage website.~~

2. OBLIGATIONS OF THE ORGANIZATION

2.2 The Organization agrees to fulfill the obligations set out in Annex B of this MOA.

The work will be undertaken through the following phases:

~~**Evidence Gathering**—Develop background materials, international analysis/comparisons, discussion guides, and other related materials to help frame the panel's deliberations.~~

~~**Research and Writing**—The McGill group will prepare and submit a minimum of 7 framing papers, including discussion questions, (two or three page documents) on three themes—funding, governance, and mission. These framing papers will specifically be covering the following subjects regarding CBC/Radio-Canada: funding model, governance, transparency, accountability, programming (content), services (distribution), and public responsiveness.~~

~~Other subjects and themes for research or framing papers can be added after the signature of the MOA without impacting the cost of the project.~~

The McGill group project could be extended to include for example a contribution to the discussions with the expert panel.

Commenté [JK5]: Tasks and deliverables are moved to Annexes A and B for PCH and McGill, respectively.

3. TERM

- 3.1 This MOA will take effect from the date of its signature by all parties, and will terminate, subject to expiration on an earlier date, or by ~~the end of September 30, 2024,~~
- 3.2 All obligations of the Organization described herein shall remain, expressly or by reason of their nature, in effect after the termination or expiration of this MOA, at least and until they are fulfilled or until their expiration.

Commenté [JK6]: Specified end date for clarity.

4. PAYMENT

The Minister's total financial liability under this MOA will not exceed \$150,000 CAD including taxes.

5. MANNER OF PAYMENT

- 5.1 The Organization will issue invoices to the Minister, in accordance with the agreed upon deliverables and payment schedule (Annex A) and budget (Annex B).
- 5.2 The Minister shall pay to the Organization an amount not to exceed the amount set out on the payment schedule within a period of thirty (30) days after receipt of an invoice from the Organization, provided the Organization has fulfilled the terms of this Agreement to the complete satisfaction of the Minister. The total amount shall not exceed \$150,000 CAD including taxes.
- 5.3 The Minister will pay the Organization by direct deposit once the Organization has sent an invoice to the attention of Sylvain Michaud at sylvain.michaud@pch.gc.ca.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Organization will retain copyright in any works it creates pursuant to and for the purposes of this Agreement, including the final versions.
- 6.2 The Organization shall provide the Minister with a digital copy of the final documents, upon request or by the termination date of the Agreement.
- 6.3 The Organization hereby grants the Minister a non-exclusive license to exercise any of the copyright over the reports for internal purposes within the Department of Canadian Heritage and for publication on the Department of Canadian Heritage website.
- 6.4 The Organization shall make reasonable best efforts to ensure that none of the content in the final report infringes on third parties' intellectual property rights.

7. NOTICE

Any notice, information or document required under this MOA will be deemed to have been given if it is delivered, faxed or mailed. Any notice delivered in person will be deemed received upon delivery. Any notice sent by fax will be deemed received one business day after it has been sent. Any notice sent by mail will be deemed received eight (8) working days after being mailed.

All notices must be sent to the following addresses:

to the Minister:

Michel Sabbagh
Director General
25 Eddy Street, Gatineau, QC J8X 4B5
Tel.: 613-883-8437
Email: michel.sabbagh@pch.gc.ca

to the organization:

Taylor Owen
Associate Professor, Max Bell School of
Public Policy
680 Sherbrooke St. West, 6th Floor
Montreal, QC H3A 2M7
Telephone
Email: taylor.owen@mcgill.ca

Commenté [AB(1)sh7]: Question for Taylor Owen:
Ask Taylor for his phone number.

8. DESCRIPTION OF THE MOA

This MOA, including the following schedules and forms part thereof, and any subsequent amendments thereto, constitutes the entire MOA between the Parties and supersedes all prior agreements, documents, representations, negotiations, understandings and undertakings with respect to the subject matter hereof. The organization certifies that it has read the MOA and agrees on its provisions.

ANNEX A – OBLIGATIONS OF THE MINISTER

A1. The Minister agrees to provide the following for the conduct of the project:

- a) Participate in the project, through their representatives and as requested by the Organization, with the objective of fostering a better understanding of the current issues faced by CBC/Radio-Canada.
- b) Translate and publish the final written papers on the Canadian Heritage website.

ANNEXE BA – DELIVERABLES AND PAYMENT SCHEDULE OBLIGATIONS OF THE ORGANIZATION

Commenté [AB(1)sh11]:

B1. The work will be undertaken through the following phases:

B1.1 Evidence Gathering – Develop background materials, international analysis/comparisons, discussion guides, and other related materials to help frame the panel's deliberations.

B1.2 Research and Writing – The Organization will prepare and submit a minimum of 7 framing papers, including discussion questions, (two or three-page documents) on three themes – funding, governance, and mission. These framing papers will specifically be covering the following subjects regarding CBC/Radio-Canada:

- a) funding model;
- b) governance;
- c) transparency;
- d) accountability;
- e) programming (content);
- f) services (distribution); and
- g) public responsiveness.

s.21(1)(b)

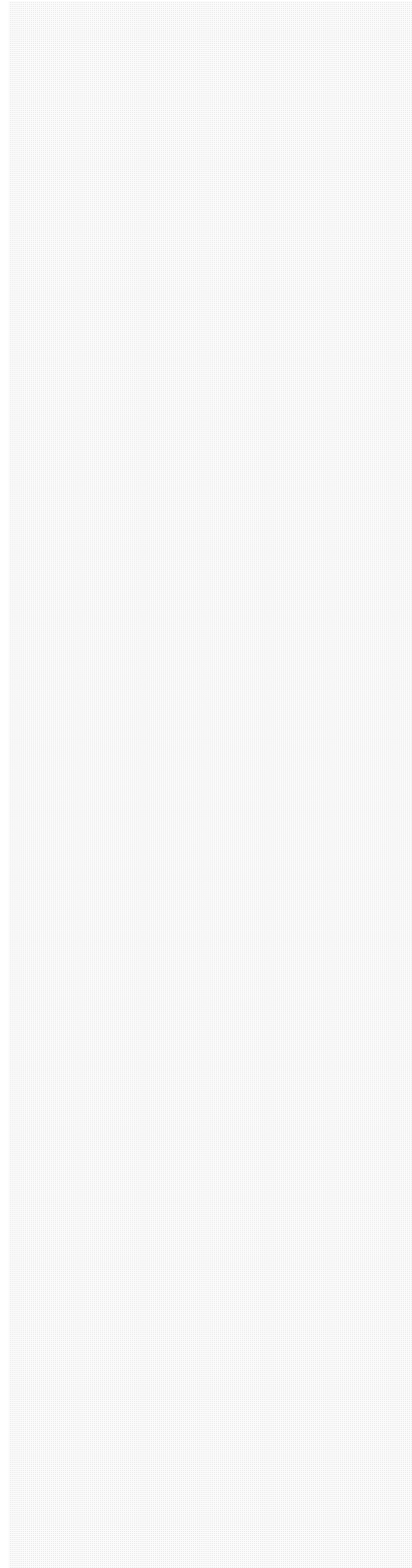
B2. Other subjects and themes for research or framing papers can be added after the signing of this MOA without impacting the total cost of the project.

B3. The Project could be extended to include, for example, a contribution to the discussions with the expert panel.

Commenté [JK12]:

STEPS	DELIVERABLES	DATES	PAYMENT SCHEDULE
Evidence gathering	Develop background materials, international analysis/comparisons, discussion guides, and other related materials to help frame the panel's deliberations.	February	\$
Research and writing	Prepare a minimum of 7 framing papers (two or three-page documents)	February-June	\$
	Framing paper on funding models,	March xx	
	Framing paper on governance,	March xx	
	Framing paper on transparency,	April xx	
	Framing paper on accountability	April xx	
	Framing paper on programming (content),	May xx	
	Framing paper on services (distribution),	May xx	
	Framing paper on public responsiveness.	June xx	
Else: Targetted research concerning CBC/SRC and or other	A potential paper	Up to September	\$

international public broadcasters			
--------------------------------------	--	--	--



APPENDIX B – BUDGET

Budget 2023-2024

Research Assistant (Undergraduate or graduate)?? (Duration of contract with dates)	\$XXX
...	
Special tools/software??	
Total	

Commenté [AB(1)sh13]:

s.21(1)(b)

APPENDIX C – GENERAL TERMS AND CONDITIONS

C1. LAWS AND PERMITS

- C1.1 Except as otherwise provided, each party shall, solely and entirely to its obligations hereunder, at its own expense, comply with and comply with federal, provincial and municipal laws and regulations including, without limitation, occupational health and safety laws and regulations, and obtain all permits, necessary authorizations and approvals.
- C1.2 This Agreement shall be governed by and construed in accordance with the laws of the province in which the organization operates or has its principal place of business.
- C1.3 Any person engaging in lobbying activities on behalf of the corporation will be required to be registered under *the Lobbying Act* (R.S.C. 1985, c. 44 (4th Supp.)).

C2. ACCESS TO INFORMATION

Documents and records produced by the organization and submitted to the Minister under this MOA are subject to the *Access to Information Act* (R.S.C. 1985, c. A-1).

C3. NO PARTNERSHIP AGREEMENTS, JOINT VENTURES OR AGENCIES

Although the organization is presented as a partner of the Minister ~~for the holding of an activity during xxxxxxxx to carry out the Project~~, the parties acknowledge that this link does not constitute an association for the purpose of forming a legal partnership or joint venture and does not create an agency relationship between the parties.

C4. DISPUTE RESOLUTION

In the event of a dispute over the interpretation of the terms of this MOA, the parties agree to negotiate in good faith to resolve the dispute.

C5. NON-PERFORMANCE AND REMEDIES

- C5.1 The Minister may terminate this MOA if the organization fails to meet its commitments to carry out or meet its obligations under the MOA. Termination will take effect immediately upon written notice to the organization of the Minister of termination of the MOA, or at a later date determined by the Minister.
- C5.2 The Minister may, without notice to the organization, terminate this MOA if:
- C5.2.1 it is required to do so for health or safety reasons, or
 - C5.2.2 if the organization:
 - (i) goes bankrupt;
 - (ii) is the subject of a receivership order;
 - (iii) disposes of its assets to its creditors;
 - (iv) avails itself of a law on bankrupt or insolvent debtors, or any other law of similar scope; or
 - (v) is the subject of an order or the adoption of a resolution to wind up the corporation.
- C5.3 The organization may not claim damages for loss of profits, loss of revenue or business opportunity, financing, sponsorship, clientele or other loss related directly or indirectly to a notice served or an action taken by the Minister under sections C5.1 and C5.2 of this MOA.

C6. RESPONSIBILITY

The Minister, his or her employees and agents shall not be liable for any injury or incident resulting in the death of any person, or for any damage to the property of the organization resulting from compliance with the organization's obligations under this MOA.

C7. COMPENSATION

- C7.1 The organization will indemnify the Minister, its employees and agents for any damages, suits, claims, losses, expenses and costs to which it or they collectively may be exposed under this

Commenté [HZ14]:

Commenté [AB(1) sh15R14]:

Commenté [JK16R14]:

s.21(1)(b)

MOA. The Minister, his employees and mandataries waive any compensation in the event of injury, loss or injury caused by the Minister or his employees or agents.

C7.2 The compensation awarded by the organization under Section C7.1 will remain applicable after the end of this MOA.

C8. CESSION

The corporation may not assign, transfer or otherwise dispose of, in whole or in part, this MOA or any other benefit or interest in this MOA without the prior authorization of the Minister, who may, in his or her sole discretion, refuse it.

C9. DEROGATION FROM THE TERMS AND CONDITIONS

A waiver by either party of the terms of this MOA shall be notified in writing. Any derogation does not in itself constitute a subsequent derogation from any other term of the MOA.

C10. DELAY

Compliance with the deadline is an essential condition of this MOA.

C11. POWER AND CONSENT

The Parties acknowledge that they have the authority to enter into this MOA and to comply with all of the obligations set out.