

TEMPLATE NETWORK AFFILIATION AGREEMENT

THIS AGREEMENT made effective this [] day of [], 20[].

BETWEEN:

CANADIAN PARENTS FOR FRENCH, a not-for-profit corporation continued under the *Canada Not-for-profit Corporations Act*
(herein called “**CPF National**”)

– and –

CANADIAN PARENTS FOR FRENCH – XXXXX Branch, a non-profit organization organized under the laws of XXXXXXXXX,

(herein called the “**CPF Branch**”)

Commented [NT1]: The final agreements for signature will be an individual separate agreement between National and each Branch - all identical.

BACKGROUND

CPF National is a Canadian not-for-profit corporation and registered charity (BN #118835131 RR 0001) established to promote French second language learning opportunities, to assist in ensuring that each Canadian child has the opportunity to acquire as great a knowledge of the French language and culture as they are willing and able to attain, and to facilitate communication between parents and educational and governmental authorities related to the provision of such learning opportunities.

CPF Network is a national network of volunteers, parents and advocates, dedicated to the promotion and creation of French second language learning opportunities for young Canadians. CPF National delivers its programming through a network of CPF Branches, Chapters, and Teams that share a common mission and values: the value of French as an integral part of Canada, the belief in the value of the educational, societal and developmental benefits of learning a second language, the belief in the power of member and citizenship engagement, and the importance of advocacy with stakeholders for improved access to French second language cultural and learning opportunities. CPF Branches, Chapters and Teams work with provincial and territorial departments of education, school boards, and community stakeholders providing resources to parents and educators and promoting French second language learning and cultural activities for youth and families in their regions.

In 2020, governance leaders made the decision to introduce an additional governance document, the CPF Network Affiliation Agreement, to ensure common understandings of the relationship between CPF National and its CPF Branches to work together as a network across Canada. The written agreement between CPF National and CPF Branch governing authorities sets out the terms for the respective governance and oversight roles, responsibilities, and operational duties of the Parties during the term of the agreement. It reflects the collaborative approach through which CPF National and CPF Branches intend to work together, uniting efforts across provincial and territorial boundaries to improve impact, effectiveness in programming and advocacy delivery, as well as strengthening relationships with stakeholders and reducing duplication of efforts and administration expenses. It is archived as a reference document to ensure commitment of the entity within the national CPF Network.

In consideration of the mutual covenants, agreements and indemnities contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I.

DEFINITIONS

In this Agreement and in any amendment to this Agreement, including the schedules, unless the context otherwise requires, the definitions set out in Schedule A will apply, with the defined words and phrases being capitalized in this Agreement and its schedules for ease of reference.

II.

RELATIONSHIP OF THE PARTIES

2.1 Purpose of Relationship

CPF National and each CPF Branch agree to support the charitable purposes, CPF mission, vision and values, and the CPF Network Strategic Plan, determined in accordance with the Network Policies, and to speak with one voice when representing the concerns and issues of the CPF Network in the various provinces or territories.

2.2 Governance

This Agreement must be read in conjunction with the CPF By-laws and Network Policies. By entering into this Agreement, CPF Branch agrees to be bound by the CPF By-laws and Network Policies. Any governance or operating policies approved by the Board of CPF National that are intended to apply broadly to the CPF Network, specifically CPF Branches and Chapters, shall be included in the Network Policies and any amendments or additions thereto or to the CPF By-laws from time to time by CPF National shall only occur after consultation with the CPF Network leadership.

2.3 Organizational Integrity

The Parties acknowledge that they share the same name and identity, the rights to which are owned by CPF National and licensed to CPF Branch in accordance with Section 3.03 and Schedule A. However, both CPF National and CPF Branch confirm that they will remain separate and distinct entities with their own Boards that will remain responsible for the management and governance of their respective organizations. Notwithstanding the foregoing, the governance structure of CPF Branch must meet the standards set out in the CPF By-laws, this CPF Network Affiliation Agreement and the Network Policies to remain eligible to use the common name and identity.

2.4 Roles, Rights, and Obligations

Sections III and IV below are intended to describe the respective rights and obligations of the Parties in order to define the roles of the Parties in decision-making and the performance of

obligations hereunder. Schedule C provides a detailed schedule of roles, rights and obligations of the Parties. When interpreting this Agreement and Schedule C, the provisions of the CPF By-laws and Network Policies shall prevail.

For greater certainty, it is acknowledged that in the absence of specific provisions in the CPF By-laws, this Agreement (including Schedule C), specific Network Policies and procedures, and the Branch By-laws shall apply.

III.

CPF BRANCH OBLIGATIONS

In consideration of the rights and licenses granted to CPF Branch by CPF National under this Agreement, CPF Branch specifically agrees as follows:

3.1 General Obligations

- a) Unless otherwise agreed in writing by CPF National acting reasonably, CPF Branch will not proceed with the adoption, implementation, or undertaking of any of the following fundamental corporate changes:
 - a. any change to its charitable objects that would contradict or otherwise prejudice the terms of the relationship between the Parties;
 - b. a change of the corporate name of CPF Branch or the adoption or change of any operating business name or trade-mark thereof;
 - c. the amalgamation of CPF Branch with any other corporation or entity, or the continuance of CPF Branch as a corporation in any other jurisdiction;
 - d. the establishment of other corporations, trusts, unincorporated associations, or other incorporated or unincorporated vehicles designed to hold the assets of the CPF Branch for asset protection, fundraising or any other purposes; or
 - e. otherwise dispose of all or substantially all of its assets to any entity other than CPF National within or outside the CPF Network, including upon liquidation and dissolution.
- b) CPF Branch will maintain status as a registered charity, with the authorities in the province in which it operates and will conduct its activities within the parameters of a registered charity. Where a Branch has not been registered as an operating charity, it undertakes to apply for registration in the next twelve months.
- c) In the conduct of its activities, CPF Branch will comply with the CPF By-laws, the Network Policies, the strategic plan, the approved core program funding agreement and with applicable federal and provincial law.
- d) CPF Branch agrees to adopt by-laws in conformity with the template CPF Branch by-laws and

Network Policies and to comply with all approved Branch By-laws. CPF Branch will provide any proposed amendments to its By-laws to CPF National to receive approval no less than 60 days in advance of their consideration by the members of CPF Branch.

- e) CPF Branch will appoint at least one Branch delegate as a representative on each CPF Network leadership committee and council (national committees and working groups, Council of Presidents and Council of Executive Directors) where resources allow.
- f) CPF Branch will ensure that all Chapters and Teams operating within its jurisdiction also comply with any relevant terms of this Agreement, the CPF By-laws, Network Policies, strategic plan, approved core program funding agreement and relevant federal and provincial law.
- g) When a Statement of Claim or any other legal action is commenced against CPF Branch, information about the claim or legal action to be shared forthwith with CPF National before communicating with the party launching the recourse or the claimant and, except if the claim or action is against CPF National, CPF Branch shall collaborate with CPF National in responding to such claims or actions.
- h) CPF Branch will allocate sufficient resources (human and financial) annually in their budget to contribute to common initiatives and participation in CPF Network meetings and events consistent with the scale of each Branch.
- i) CPF Branch will participate in the development and support of nation-wide strategies, initiatives and campaigns related to CPF Network in these, and other related domains:
 - Information Technology
 - Membership
 - Brand and Communications
 - Government and Media Relations
 - Programming
 - Human Resources
 - Volunteer Engagement
 - Network Performance Evaluation
 - Funding Development and Revenue Diversification
 - Risk Management and Oversight
- j) CPF Branch will respect its jurisdictional boundaries in relation to program delivery, advocacy and government relations efforts, membership campaigns, and fundraising activities except at the invitation of that Branch or where prior agreements provide these types of collaboration.
- k) CPF Branch will communicate and report regularly and in a timely manner as required by funders, legislation or regulatory agencies, submitting copies to CPF National for reference.

3.2 Financial Management and Oversight

CPF Branch will establish and maintain financial management procedures in keeping with generally accepted local financial practices and those required of CPF National to satisfy donor

and funder obligations.

CPF Branch shall provide CPF National with an annual financial statement and T3010 (if a registered charity) no later than six months after the end of the fiscal year. In accordance with Network Policies and reasonable requests by CPF National, CPF Branch will participate in the budgeting process and provide periodic forecasting once budgets have been approved in a format which allows for comparison across the branches and consolidated reporting to funders.

At any time and upon reasonable prior written notice by CPF National, CPF Branch will provide access to its offices and its accounting and corporate documentation and data in order to permit CPF National, its representatives and advisors to verify that CPF Branch is complying with its obligations under this Agreement.

At any time and upon reasonable prior written notice by CPF National to CPF Branch and the members of its Board, CPF National shall have the right to require CPF Branch to convene a meeting of all CPF Branch Board Members within 30 days for the purpose of discussing any issues or concerns relating to CPF Branch's performance of its obligations in accordance with this Agreement, the particulars of which shall be set out in the notice requisitioning the meeting and such that the Branch Board will be in a position to respond to such issues or concerns at the meeting of the Board. Should CPF Branch not convene a meeting of its Board for this purpose within 30 days, CPF National shall have the right to send a notice of default to all Branch Board Directors, such that the Board will be in a position to respond to such issues or concerns at the meeting of the Board; and which notice shall constitute notice of default for the purposes of section 7.2(a) below.

3.3 Intellectual Property

The Intellectual Property which CPF National owns includes the name of the organization, "Canadian Parents for French", other trademarks created for national and network-wide programs and those funded through core program agreements with the Government of Canada.

CPF Branch acknowledges that CPF National is the owner of the Intellectual Property, including Trademarks, and agrees to use them and to oversee the use of them, by Chapters and by authorized third Parties, only in accordance with the attached Schedule B and the Network Policies.

CPF Branch is permitted to own trademarks for programs developed with provincial governments or other project funding that do not include the national Trademarked name as long as it is consistent with the CPF visual identity guidelines. Where a trademark includes the national Trademarked name, CPF National would register the mark on behalf of the CPF Branch so it is protected.

CPF Branch will not authorize any use of CPF National's Intellectual Property, including Trademarks, by third Parties without the prior written approval of CPF National. CPF Branch further acknowledges that CPF Branch must notify CPF National of any use of its Intellectual Property, including Trademarks, by third Parties that comes to the attention of CPF Branch as soon as reasonably practical after such third party use comes to CPF Branch's attention.

3.4 Insurance

CPF National shall at all times maintain all required coverages including D&O, general liability, cybersecurity and abuse; and is obligated to ensure that these extend to all of the CPF Branches, including all directors and officers of those Branches.

CPF Branch shall at all times participate and pay its proportionate share of premiums for comprehensive/commercial general liability insurance and such other insurance that CPF National determines is reasonable and necessary under the circumstances. CPF Branch shall provide a report without delay to CPF National of any incidents that might give rise to a potential claim.

IV. CPF NATIONAL OBLIGATIONS

CPF National is charged with maintaining the integrity and continuity of CPF Network, its mandate at all levels. As such, CPF National has a significant degree of control over the actions of CPF Branches with respect to matters that affect CPF as a whole. Maintaining integrity means primarily ensuring the brand and reputation of CPF remains untarnished. Continuity means speaking to the viability and continued operations of a given Branch, office and the CPF Network as a whole.

CPF National has an obligation to consult and receive input from the CPF Branches in good faith and with a commitment to transparency. In the exercise of its decision rights, CPF National has a duty to solicit input in good faith and with a commitment to transparency.

CPF National agrees to provide such services and support (the “**Services**”) to CPF Branch, as the Parties may mutually agree that are necessary to allow CPF Branch to fulfill its mandate. The Services shall include the following, or as the Parties may otherwise agree:

Oversight, Risk Management Roles – Legal, Insurance and Financial Obligations

- (a) Liaising and coordinating with CRA regarding charitable registration and incorporation and other matters relating to the legal status of CPF National and CPF Branches as registered charities;
- (b) Coordinating all responses to claims and legal actions on its behalf and on behalf of CPF Branches, except where there is an adversarial matter between a CPF Branch and CPF National, and arranging for counsel to act for CPF National and/or CPF Branch jointly;
- (c) Negotiating and obtaining national insurance coverage, including CPF Branch as additional insured, reporting incidents to the insurer(s), providing insurance coverage information to appropriate Parties as required, ensuring insurance premiums are remitted, and handling administration related to loss claims;
- (d) Providing access to and use of the Intellectual Property, including Trademarks, in accordance with the attached Schedule A and the Network Policies;

- (e) Coordinating and overseeing compliance on legal requirements related to employment records, contractual engagements, privacy/personal information protection, cybersecurity, and records management;
- (f) Confirming and overseeing compliance on financial obligations, audit requirements and funder reporting; and
- (g) Developing and maintaining the Network Policies in consultation with the CPF Network Leadership (CPF Branch and National Boards, Council of Presidents, and Council of Executive Directors), including in the following areas: governance, risk and records management, delegation of authority, human resources, volunteer management, and program services delivery.

Strategic, Coordination Roles

- (a) Coordinating the development of a nation-wide CPF Network strategic plan for the development and sustainability of the CPF Network;
- (b) Participating with CPF Branches, CPF National will lead the development of coordinated nation-wide strategies, initiatives and campaigns related to CPF Network in these, and other related domains:
 - Information Technology
 - Membership
 - Brand and Communications
 - Government and Media Relations
 - Programming
 - Human Resources
 - Volunteer Engagement
 - Network Performance Evaluation
 - Funding Development and Revenue Diversification
 - Risk Management and Oversight;
- (c) Coordinating the development of a nation-wide framework and implementation plan for effective information technology use across the CPF Network;
- (d) Coordinating a consistent approach and processes relating to human resources and volunteer management across the CPF Network (hiring, screening and performance monitoring) as well as offering orientation and training opportunities for staff and volunteers; and
- (e) Providing any other Services agreed to by the Parties through supplementary agreements, which agreements shall be subject to the CPF By-laws, National Policies, and this Agreement.

CPF National agrees that it shall not:

- (a) embark on provincial government advocacy without the express invitation in writing of a CPF Branch or to launch efforts to solicit funds from provincial governments; or
- (b) deliver in-person programs except where a CPF Branch is suspended, where no CPF Branch

exists, where a CPF Branch has invited in writing CPF National to deliver programs, or where a CPF Branch has entered into a supplementary opt-in agreement with CPF National to deliver programming.

V.

CONFIDENTIALITY

CPF Branch and CPF National agree to keep confidential any and all Confidential Information. Both Parties agree that they shall:

- (a) not disclose any Confidential Information to others without the prior written approval of the other party;
- (b) not use any information or data acquired as a result of this Agreement for any other purpose than to carry out the CPF program;
- (c) not make any copies or reproductions of any of the Confidential Information, and not disclose any of the Confidential Information to any third party, nor to any of their respective employees or agents except those who need to know it to enable the carrying out of the activities contemplated by this Agreement;
- (d) require their respective employees and agents to abide by the provisions of this Agreement; and
- (e) return to the other party or destroy all property, documentation or Confidential Information in the party's possession or control when they no longer require it for the purposes of this Agreement, or at the request of the other party, or upon the expiry or termination of this Agreement.

VI.

PERSONAL INFORMATION AND PRIVACY

The Parties acknowledge that through their relationship with each other, they will become aware of Personal Information (as such term is defined in provincial privacy legislation, the federal *Personal Information Protection and Electronic Documents Act* of Canada, or other applicable Canadian privacy legislation) which is collected, used or disclosed by the other party to this Agreement.

A party receiving such Personal Information ("receiving party") from the other party ("disclosing party") agrees and covenants with the disclosing party that the receiving party will not collect, use or disclose such Personal Information provided to it by the disclosing party except in accordance with the disclosing party's written instructions, as well as any rules and regulations of the disclosing party with respect to such Personal Information.

The receiving party agrees and covenants that such Personal Information provided to it by the disclosing party will only be collected, used, or disclosed for the purposes specified by the disclosing party and that the receiving party will not sell, trade, barter, disclose or transfer such Personal Information to any other party except with the prior written consent of the disclosing party.

VII

DISPUTE RESOLUTION

7.1 Modification of Agreement

[Final – May 5 2023 to be posted for Network access.](#)

The respective Presidents of the Boards of CPF National and CPF Branch (and other directors or staff as may be appropriate) shall review any proposed modifications received keeping in mind both local needs and the principle of one nationwide common framework. A mutually-agreed upon modification to this Agreement may only take effect following approval by the Boards of all Parties, by Special Resolution vote.

7.2 Remedying Non-Compliance

- (a) Should either party (in this Section VII, the “complaining party”) identify any material non-compliance with this Agreement, the Network Policies, or any other significant issue with the performance of the other party’s obligations hereunder (the “non-complying party”), the non-complying party shall, within thirty (30) days of receipt of written notice from the complaining party specifying the particulars of the non-compliance or performance issue, do all things necessary to correct the non-compliance or performance issues so specified, in addition to cooperating with the representatives of the complaining party in respect of any corrective actions or measures determined necessary. Each such notice shall include a description of, a timeline for the response to and completion of the corrective actions or measures set forth therein.
- (b) Should the non-complying party determine that the issue is not one of non-compliance nor a performance issue but of interpretation of the underlying obligation or dispute the validity of the claim of non-compliance, the non-complying party shall, within thirty (30) days of receipt of the notice, inform the complaining party of their position with respect to the non-compliance and the provisions of Section 7.3 shall apply.
- (c) Should CPF Branch fail to correct any non-compliance or address the performance issues identified through the process of this Section 7.2 to the satisfaction of CPF National, acting reasonably, and any recourse to resolution of the dispute pursuant to Section 7.3 having been completed and found in favour of CPF National, then in addition to the rights contained in section 8.2, CPF National may request the resignation of the CPF Branch Board of Directors or terminate CPF Branch in accordance with the CPF By-laws.
- (d) Should CPF National fail to correct any non-compliance or address the performance issues identified through the process of this Section 7.2 to the satisfaction of CPF Branches, acting reasonably, and any recourse to resolution of the dispute pursuant to Section 7.3 having been completed and found in favour of CPF Branches, then in addition to the rights contained in section 8.2, the CPF National Board of Directors may be requested to resign.

7.3 Dispute Resolution

- (a) If there is a dispute between the Parties including a difference of interpretation about the Agreement that leads to a disagreement, then either party shall provide written notice to the other party of the disagreement and their position with respect to the application of the Agreement. Both Parties shall make good faith efforts to consult and negotiate with each other to reach a mutually satisfactory solution. While efforts would be made to have a consistent approach to all CPF Branches, it is recognized that there may be cases where a CPF Branch may require a modification in order to meet the needs of the members who

reside within that jurisdiction.

- (b) If such negotiations do not resolve the dispute within a period of forty-five (45) days, then either party may submit a written notice to the other party to request that mediation take place. All costs of the mediation shall be borne equally by the Parties to the dispute or the controversy. The mediator and the terms of reference for the mediation shall be determined by mutual agreement between the Parties.
- (c) If the Parties are not successful in resolving the dispute as set out in (a) and (b) above, then within 14 days of conclusion of that process the dispute shall be submitted to binding arbitration in accordance with the following provisions:
 - i. Except as otherwise provided in this Agreement, the arbitration shall be administered in accordance with the Canadian Arbitration Associations Arbitration Rules;
 - ii. The arbitrator shall be chosen by agreement between the Parties. If the Parties for any reason fail to make such appointment, either party to the Dispute may apply to any judge of the Superior Court of Ontario for an order appointing the arbitrator, provided that the other party is given not less than 48 hours' notice of that application;
 - iii. The seat of arbitration shall be the City of Ottawa, Province of Ontario; and
 - iv. The decision of the arbitrator shall be final and binding, and may not be appealed; and
 - v. The Parties shall pay the arbitrators expenses in equal shares and there shall be no award for costs.

VIII.

TERM AND TERMINATION

8.1 Term

This Agreement will come into effect on the Effective Date and will continue in effect until **March 31st, 2026**, the conclusion of the current contribution agreement with Canadian Heritage. The Parties shall provide notice of their intention to renew no later than December 15, 2025.

8.2 Termination for Default

This Agreement will automatically terminate upon the occurrence of one or more of the following events:

- a) upon either party having given the other party ninety (90) days' written notice of its wish to terminate the Agreement;
- b) notwithstanding anything in Section VII above, if CPF Branch is consistently in default in carrying out any of any materials obligation under this Agreement to the extent that it brings the CPF Network into disrepute within its jurisdiction, including engaging in conduct that in the reasonable opinion of CPF National reflects unfavourably or detrimentally upon the CPF Network, and said default is not cured within ninety (90) days after CPF National proving CPF Branch prior written notice of default, or such longer period as may be reasonable in the circumstances to cure such default in the opinion CPF

National to determine, acting reasonably. The notice of default shall specify with particularity the default complained of together with details of what is necessary to cure the default and that in the event of failing to cure the default, CPF National intends to terminate the Agreement;

- c) upon either Party losing its registered Canadian charity status with the Canada Revenue Agency, after the expiry of any applicable appeal period and/or the completion or denial of any appeal that the Party may have undertaken in that regard;
- d) upon the dissolution or winding up of CPF National or CPF Branch; or
- e) in the event that CPF National or CPF Branch becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or a receiver, or interim receiver has been appointed, including under a debt instrument passed for the winding up of the organization.

8.3 Consequences of Termination

Upon the termination of this Agreement, the following will occur:

- a) this Agreement and the rights afforded to both Parties will automatically cease, save and except for the survival of any outstanding obligations of both Parties under this Agreement;
- b) CPF Branch will immediately discontinue all use of Intellectual Property, including Trademarks;
- c) within thirty (30) days after the termination of this Agreement CPF Branch, in collaboration with CPF National, will communicate with members in good standing and residing within the jurisdiction, to inform them of the changes in status of the provincial entity and the plan forward on the part of both entities to serve members;
- d) within sixty (60) days after the termination of this Agreement, CPF Branch will return to CPF National any material containing CPF National's Intellectual Property in CPF Branch's possession or under its control;
- e) CPF Branch will destroy all letterhead and other similar material on which any of CPF National's Trademarks appear or return it to CPF National at its request;
- f) CPF Branch will cease to be a Branch of CPF National for the purposes of the By Laws;
- g) CPF Branch will comply with all financial and other directives provided by CPF National, including providing all financial and program information related to any funding provided; and
- h) within ninety (90) days after the termination of this Agreement, there will be an accounting between CPF Branch and CPF National with respect to the monies due by each to the other under the terms of this Agreement, with both CPF National and CPF Branch promptly paying to the other whatever monies will be found as owing by one to the other pursuant to such accounting.

Notwithstanding any agreement or provisions to the contrary, CPF Branch agrees that its obligation to protect CPF National's Intellectual Property or the right, title, interest or goodwill of CPF National thereto survives the termination of this Agreement.

IX.

INDEPENDENCE AND LIMITATION OF LIABILITY

9.1 Independent Operations

CPF Branch specifically acknowledges that it is not an agent of CPF National and has no capacity to bind CPF National to any course of action. CPF National acknowledges that it has no capacity to bind CPF Branch to any course of action other than what both Parties have agreed to in this Agreement or any other agreement entered into between the Parties.

As provincially incorporated entities, CPF Branches may enter into separate legally binding agreements with their own requirements and obligations, with funds flowing directly to support the Branch. CPF National has no role of shared risk or responsibility for the fulfilment of such independent commitments.

Further, nothing in the Agreement shall be construed as creating any relationship between the Parties other than that expressly stated herein. Neither party shall have any right, power or authority to assume, create or incur any expenses, liability or obligation, express or implied, on behalf of the other, except as expressly provided herein.

9.2 Limitation of Liability

CPF Branch agrees that, unless caused by CPF National's own negligence or CPF National otherwise accepts responsibility, CPF National shall have no liability with respect to any accident to any person causing personal injury or death or any loss or damage to any person or property arising out of CPF Branch's activities, regardless of whether it is displaying CPF National's Intellectual Property.

X. **GENERAL PROVISIONS**

10.1 Entire Agreement, Amendments and Schedules

This Agreement constitutes the entire agreement between the parties with respect to all of the matters herein and supersedes all prior and contemporaneous agreements (except as specifically provided for in this Agreement), understandings, negotiations and discussions whether oral or written of the parties. The execution of this Agreement has not been induced by, nor do any of the parties rely upon or regard as material, any representations or writings whatever not incorporated herein and made a part hereof and may not be amended or modified in any respect except by written instrument signed by the parties hereto. Any schedules referred to herein are incorporated herein by reference and form part of this Agreement.

10.2 Notices

All notices, requests, demands, or other communications (collectively called “**Notices**”) by the terms hereof required or permitted to be given by one party to any other party, or to any other person will be given in writing by personal delivery or by registered mail, postage prepaid, by electronic transmission, or e-mail to such other Parties as follow:

In the case of CPF National:

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ATTN:

In the case of CPF Branch:

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ATTN:

or at such subsequent address given by such person to the other Parties hereto in writing from time to time.

All such Notices will be deemed to have been received when delivered or transmitted.

Any Notice sent by registered mail shall be deemed to have been received by the party to whom it was addressed on the 4th mail delivery day following the day on which it was posted. Any Notice sent electronically shall be deemed to have been received by the party to whom it was addressed on the day following the day on which it was sent.

10.3 Assignment

Except as otherwise provided to the contrary in this Agreement, neither party may assign its rights hereunder except with the prior written consent of the other party hereto.

10.4 Severable Covenant

If any article, Section or any portion of any Section of this Agreement is determined to be unenforceable or invalid for any reason whatsoever that unenforceability or invalidity will not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid article, Section or portion thereof will be severed from the remainder of this Agreement.

10.5 Non-Waiver

No waiver by any party of any breach by any other party of any of its covenants, obligations and agreements hereunder will be a waiver of any subsequent breach of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

10.6 Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together will be deemed to be one and the same instrument. All counterparts so executed will constitute one agreement binding upon all Parties, notwithstanding that all Parties are not signatory to the original or the same counterpart.

10.7 Language of Contract

The parties agree that this Agreement will be created in English.

10.8 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein and each of the Parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such province. It is the intent of the Parties to fully comply with all applicable provincial and federal laws. If any provision of this Agreement is determined not to be in compliance with applicable statutes, that provision will immediately be regarded as null and void and this Agreement will otherwise continue with the Parties co-operating in good faith to modify this Agreement as required as to most fully accomplish the original goals, objectives and stated purposes of this Agreement.

10.9 Transmission By Electronic Means

The Parties hereto agree that this Agreement may be transmitted by electronic means and that the reproduction of signatures by facsimile or such similar device will be treated as binding as if originals and each party hereto undertakes to provide each and every other party hereto with a copy of the Agreement bearing original signature forthwith and upon demand.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first written above.

CPF National

[legal name of CPF Branch]

Per: ____

Per: ____

Name: Derrek Bentley
Canadian Parents For French
Position: National President
Date: May / June X, 2023

Name: ...
Canadian Parents For French
Position: Branch President
Date: May / June X, 2023

SCHEDULE “A” – Definitions

In this Agreement and in any amendment to this Agreement, unless the context otherwise requires, the following definitions will apply, with the defined words and phrases being capitalized in this Agreement for ease of reference:

“Agreement” means this Affiliation Agreement between CPF National and CPF Branch;

“Board” means the Board of Directors of CPF National or the Board of Directors of CPF Branch, as the context requires;

“Chapter” means a group of persons forming a subordinate organization which, within its local, municipal or identified geographic boundary, is duly authorized by a CPF Branch to represent the CPF Network in accordance with the National Policies and is subject to the direction and control of a CPF Branch;

“Confidential Information” means any information or data, in whatever format, exchanged between the Parties including, without limitation, information concerning members and donors and any other information about either party’s activities and programs. Confidential Information excludes:

- (a) any information in the possession or control of one party that it expressly declares in writing to be non-confidential;
- (b) any information which is in the public domain; and
- (c) any information which becomes known to the non-disclosing party as a result of disclosure from a third party who to the best of the knowledge of the non-disclosing party is entitled to disclose the Confidential Information;

“Council of Executive Directors” means an advisory council comprised of all duly hired CPF Branch Executive Directors and the Network CEO;

“Council of Presidents” means an advisory council comprised of all duly elected CPF Branch Presidents and the National President;

“CPF By-laws” means

- **“CPF National By-laws”**, the General Operating By-law No. 1 of CPF National and all other by-laws of CPF National as amended and which are in force and effect.
- **“CPF Branch By-laws”**, the General Operating By-law No. 1 of CPF Branch, of which the form is prescribed by and approved by National, and which are in force and effect.

“CPF Network” means the collective network of CPF National, the provincial CPF Branches and local Chapters and Teams;

“CPF Network leadership” means CPF Branch and CPF National Boards, Council of Presidents, and Council of Executive Directors;

“CRA” means the Canada Revenue Agency;

“Effective Date” means the date determined by the Parties as is indicated above, below the title of the document;

“Fiscal Year” of CPF National and CFP Branches means April 1 to March 31;

“Intellectual Property” means all of CPF National’s patents, Trademarks (as defined in this Agreement), corporate names, trade names, trading styles, domain names, flags, banners, badges, emblems, insignia, industrial designs, copyright (including without limitation copyright in computer software and databases), data, database rights, inventions, concepts, methodologies, technical information, know how, trade secrets, Confidential Information (as defined in this Agreement), and all other intellectual and industrial property and rights of a similar or corresponding nature whether registered or capable of registration or unregistered including all applications for, the right to apply for and to sue for past infringements of any of CPF National’s aforementioned rights;

“Network Policies” means the manual, as amended from time to time, with respect to the structure and activities of the CPF Network and which encompasses the governance or operating policies of CPF Network that are required to be published and complied with in accordance with the terms of this Agreement;

“Notices” shall have the meaning given to it in Section 10.02;

“Parties” means CPF National and CPF Branch;

“Personal Information” has the meaning given to it in the relevant provincial legislation, if any, and the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c.5 (“**PIPEDA**”);

“Services” has the meaning given to it in Section IV;

“Special Resolution Vote” means a resolution passed by a majority not less than two thirds (2/3) of the votes cast for that resolution.

“Team” means an organized group of no fewer than two (2) members residing in a jurisdiction as defined by the By-law of CPF Branch in whose jurisdiction the Team is situated.

“Term” means the term of this Agreement referred to in Section 8.01.

SCHEDULE “B” – Intellectual Property Agreement and List

WHEREAS CPF National and CPF Branch have entered into this Network Affiliation Agreement between them;

AND WHEREAS CPF National is the owner of the Trademarks identified in Section 1 and other intellectual property identified in Section 1 (“Other Intellectual Property”);

NOW THEREFORE IN CONSIDERATION of the mutual covenants, agreements and indemnities contained herein and in the Network Affiliation Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto further agree to the use of the CPF National’s Trademarks and Other Intellectual Property as follows:

1. Definitions

In addition to the definitions in Schedule A of the Network Affiliation Agreement, in this Schedule and in any amendment to this Schedule, unless the context otherwise requires, the following definitions will apply, with the defined words and phrases being capitalized in the Schedules and the Network Affiliation Agreement for ease of reference.

“Goods and Services” includes all goods sold by and services offered by CPF National, including but not limited to goods and services defined in trademark applications and/or registrations owned by CPF National set out herein and goods and services related to creating and promoting opportunities for Canadian youth to learn and use French and access quality French language learning programs; assisting young Canadians in acquiring as great a knowledge of the French language and cultures as they are willing and able to attain; and championing effective communications between interested parents and educational and governmental authorities responsible for the provision of French language learning across Canada.

“Other Intellectual Property” means, apart from the Trademarks, posters, manuals, databases, websites, digital applications, social media, fundraising and marketing materials, and other related resources.”

“Trademarks” mean CPF National’s trademarks, whether protected as official marks within the meaning of s. 9(1)(n)(iii) of the *Trademarks Act*, R.S.C. 1985, c. T-13, as amended, otherwise registered under the *Trademarks Act*, unregistered, or by reason of use and the common law, whether comprised of words, designs or logos, or a combination of words and designs or logos, including without limitation:

Trademark	Serial Number and Filing	Advertisement Date
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Canadian Parents for French – Name and logo		
CANADIAN PARENTS FOR FRENCH		
Bugler – visual symbol logo (known as POTL)		
Concours d'art oratoire – Canada's French Public Speaking Contest		

2. **Grant of Licence**

So long as CPF Branch complies with this Schedule B, the Network Affiliation Agreement, the CPF By-laws and Network Policies, CPF National grants to CPF Branch and CPF Branch accepts from CPF National a non-exclusive licence to use the Trademarks and Other Intellectual Property (the “Licence”), subject to the conditions or restrictions contained in this Schedule, the Network Affiliation Agreement and the Network Policies.

CPF Branch is not permitted to authorize any use of CPF National's Intellectual Property, including Trademarks, by third parties without the prior written approval of CPF National in its discretion except to the extent specifically permitted by the Affiliation Agreement. This requirement for pre-approval of sub-licenses is waived under these two conditions:

- The CPF Branch may permit a provincial or territorial government, or school board or public school to use the Trademarks to promote CPF programs or to acknowledge a funding or other collaborative arrangement between CPF and those bodies.
- The CPF Branch may permit a philanthropic foundation or corporation to promote CPF programs or to acknowledge a funding or other collaborative arrangement between CPF and those sponsors or donors as long as those philanthropic or sponsorship arrangements were developed in a manner which is consistent with Network Policies.

3. **Network Activities**

- (a) CPF Branch is permitted to use the Trademarks only in connection with CPF Network activities in fulfillment of the mission, vision, values and strategic plan of CPF National and in accordance with the CPF By-laws and Network Policies. CPF Branch shall refrain from using the Trademarks in association with any other goods, services or activities, unless CPF National determines, in CPF National's discretion, that the Trademarks are available for use and/or registration in association with any new goods, services or activities proposed by CPF Branch and/or CPF National agrees in writing.

- (b) CPF Branch shall refrain from developing, adopting and using any other trademarks, unless CPF National agrees in writing. Any new trademarks to which CPF National agrees shall be subject to the relevant terms contained in the Network Affiliation Agreement, CPF By-laws and Network Policies and shall be deemed to be included in all references to the Trademarks and shall be the property of CPF National. If CPF National desires, in CPF National's discretion, to register, apply to register or seek official mark protection for any of the new Trademarks to which CPF National has agreed, or any other Trademarks, CPF Branch shall cooperate in the filing in the Canadian Intellectual Property Office, as necessary, to register, apply to register or seek official mark protection for the new Trademarks, or any other Trademarks, in CPF National's name.

4. **Standards**

The Trademarks that are used by CPF Branch shall conform to the standards approved or set by CPF National and any change or alteration to such standards as may be made by the CPF National and communicated to CPF Branch by CPF National. At all times the character and quality of the services in association with which the Trademarks are used by CPF Branch shall be satisfactory to CPF National.

5. **Directions**

CPF National or its representatives or advisors may give directions to CPF Branch at any time relating to the form of any literature, advertising, signage or other material of any kind in which the Trademarks or Other Intellectual Property are/is shown or displayed, described, or performed by CPF Branch and all Directions shall be followed promptly and at all times properly by CPF Branch.

6. **Notices**

In any literature, advertising, signage, or other digital or print material of any kind in which the Trademarks or Other Intellectual Property are/is shown, described or displayed by CPF Branch, CPF Branch shall employ such notices in respect of the ownership and licensing of the Trademarks or any Other Intellectual Property as may be specified from time to time in writing by CPF National. **By way of example, any trademark of CPF National used by CPF Branch may be identified by applying a notice as follows:**

Trademark of Canadian Parents for French, used under License

This notice may be applied placing an asterisk beside the actual trademark and indicating the meaning of the asterisk at the bottom of the sheet or in another suitable location.

7. **CPF Branch's Trade Name**

Final – May 5 2023 to be posted for Network access.

CPF Branch shall refrain from adopting or using any trademarks, trade names, trading styles or domain names the same as or confusingly similar to the Trademarks in or as its corporate name, trading style or other trade name unless approved in writing by CPF National. Use of a trade name approved by CPF National for each CPF Branch, such as *Canadian Parents for French – [name of Province]*, is permissible and shall be deemed to be granted as part of this Schedule and the Network Affiliation Agreement.

8. Property of CPF National

CPF Branch acknowledges that the Trademarks and Other Intellectual Property are and at all times shall be the property of CPF National. All use of the Trademarks by CPF Branch shall ensure to the benefit of CPF National. CPF Branch shall refrain from doing or causing to be done, either directly or indirectly, any act which in any way may jeopardize or affect adversely the validity, the enforceability or the distinctiveness of the Trademarks or Other Intellectual Property, or the title of CPF National to its Trademarks or Other Intellectual Property. Upon request by CPF National or its representatives or advisors and without charge to CPF National, CPF Branch shall do all things and execute all documents which may be necessary or desirable to ensure the validity, the enforceability and the distinctiveness of the Trademarks or Other Intellectual Property, and the title of CPF National to its Trademarks or Other Intellectual Property.

9. Infringement Proceedings

CPF Branch agrees to notify CPF National of any use of CPF National's Intellectual Property, including Trademarks, by third parties that comes to the attention of CPF Branch as soon as reasonably practical after such third party use comes to CPF Branch's attention. CPF National shall have the sole right and discretion to bring infringement or unfair competition proceedings involving CPF National's Intellectual Property, including Trademarks. CPF Branch agrees to cooperate fully with CPF National in any such proceedings.

10. Cessation of Use of Intellectual Property and Other Consequences of Termination

Upon termination of the Network Affiliation Agreement CPF Branch shall immediately cease all use of CPF National's Intellectual Property, including Trademarks, and subsequently CPF Branch shall refrain from using or advertising the Intellectual Property, including Trademarks, or any words, designs, trademarks, trade names, trading styles or domain names, or any part of which is similar to or confusing with the Trademarks, whether as the whole or a part of its corporate name, trade name, trading style, domain name or otherwise. Without limiting the foregoing, the applicable Consequences of Termination described in Section VIII of the Network Affiliation Agreement also shall apply.

11. **Compliance with Relevant Laws and Regulations**

CPF Branch shall ensure that its use of CPF National's Intellectual Property, including Trademarks, shall comply with all relevant federal, provincial and municipal laws and regulations.

12. **Other General Provisions**

Notwithstanding anything else otherwise contained in this Schedule, the General Provisions set forth in Section X of the Network Affiliation Agreement shall apply to this Schedule B and Licence.

SCHEDULE “C” – Roles, Rights and Obligations

LEGEND:

P – responsibility to **perform** said action, to implement or outsource.

D – authority to **decide** the course of action or the implementation plan for said activities/program.

I – obligation to provide **input** on proposed course of action of implementation plan for said activities/program (note that the intention here is for input to be sought and given on the development of strategies, plans and policies not on the step-by-step implementation or roll out in each case).

Input is not binding on the party with authority to decide but must be meaningfully considered.

E – Obligation to **engage** and solicit the input of those who will ultimately be impacted by decision or subject to a policy/plan in a meaningful and timely way. Note that this obligation to engage relates to the development of plans, policies and strategies not to the day-to-day steps required to operationalize same.

DC – Obligation to **decentralize content generation** as in the case of a website which is designed and managed by one party for the entire Network, but which allows authorized parties (e.g. relevant staff in the Branches) the ability to update/generate content in relevant sections of the website.

DA - Obligation to **decentralize activation** of federal government relations campaigns or sponsorship activation strategies where a government relations or sponsorship activity is coordinated nationwide but requires activation in local and regional territories (e.g. a network-wide effort to influence new Federal legislation on official languages invites the Branches to implement efforts to touch base with Federal MPs in their region with a set of common messages).

U – Obligation on a party to provide pro-active and timely periodic updates to other parties.

Roles	Rights		Obligations	
	National	Branch	National	Branch
INFORMATION TECHNOLOGY				
- Design, implement and/or outsource CPF main website and related microsites including selection and management of vendors.	P, D	I	E, DC	
- Design, implement and/or outsource IT network infrastructure including tools for connectivity (internet connection, VoIP, etc.), security (firewalls, spam and malware detectors, etc.), collaboration (SharePoint, MS Teams, Zoom, etc.), and productivity (email, MS Word, etc.). Maintain a common domain name and email taxonomy for use across the Network.	P, D	I	E	
- Design, implement and/or outsource data management, privacy, and cybersecurity protocols and processes including payment card industry (PCI) compliance.	P, D	I	E, DC	
- Plan critical incident response including communications and remediation in the event of a cybersecurity - or data breach.	P, D	I	E	U
MEMBERSHIP				

Roles	Rights		Obligations	
	National	Branch	National	Branch
- Design membership strategy and offerings, fees and templates for communications including for use in acquisition/renewal campaign through mail, email and social media.	P, D	I	E, DA	
- Set unique membership fee schedule or adopt a permanent 'free' membership approach for CPF Network.	P, D	I	E	
- Design, implement and/or outsource membership database.	P, D	I	E, DC	U
- Regularly generate list of active members and relevant contact information resident in each branch for use in communication to respective members.	P			
- Allocate membership revenues attributable to members resident in each branch to said branch monthly.	P			
BRAND & COMMUNICATIONS				
- Design visual identity guidelines and brand experience strategy for the Network.	P, D	I	E	
- Curate and generate guidelines and content for internal and external Network communications' vehicles (Newsletters, CPF Magazine, brochures, etc.)	P, D	P, D	E, DC	
- Design social media strategy and guidelines for content generation for social media channels.	P, D	I	E	
- Curate and generate content for social media channels consistent with social media strategy.	P, D	P, D	E, DC	
- Curate and generate guidelines and content for websites consistent with brand experience strategy for the Network.	P, D	P, D	E, DC	
- Implement search marketing and search optimization campaigns.	P, D	I	E	
GOVERNMENT AND MEDIA RELATIONS				
- Design an overarching government relations strategy and identify key advocacy position statements for the Network.	P, D	I	E, DA	
- Design and implement provincial government relations plan and related activities.		P, D		U
- Design and implement federal government relations plan and related activities.	P, D	I	E, DA	
- Design and implement a scalable media relations plan targeting local, regional and national digital, print and broadcast media.	P, D	P, D	E, DA	
PROGRAMMING				

Roles	Rights		Obligations	
	National	Branch	National	Branch
- Design and implement Network branded virtual programming and related collateral (digital only) aligned with the Network Strategic Plan priorities.	P, D	P, D	E, U, DA	E, U
- Design and implement local and regional branded programming (digital, hybrid and in-person) aligned with the Network Strategic Plan priorities.		P, D		U
HUMAN RESOURCES				
- Provide guidance and templated forms and contracts to support the implementation of leading human resources practices across the Network.	P, D	I	E	U
- Develop and communicate HR policies for application across the Network.	P, D	I	E	U
- Ensure that CPF HR practices meet the minimum threshold to satisfy all provincial employment equity, workplace health & safety, employment standards, etc.	P, D	I		U
- Overseeing compliance with employment contracts and legal requirements including in health and safety, workplace relationships, privacy, pay equity and other employment standards.	P, D	I	E	U
- Design and implement the hiring process for Branch Executive Directors. As required, procure the services of external search counsel. Participate in the selection process with a small group of Branch Board members. Ensure negotiation with finalist candidate aligns with contract template and CPF Network HR policies.	P, D	I	E	U
- Implement the process for the performance management of Branch and National Executive Directors and participate in its implementation. If performance is consistently unsatisfactory, design process to terminate or discipline ED.	P, D	I	E	U
- Design and implement the job evaluation system to ensure equity across the Network and competitiveness in different regional labor markets. Provide guidance on the implementation of salary adjustments.	P, D	I	E, DA	U
- Design the process for the performance management of all staff (beyond the Executive Directors) to be used consistently across the Network.	P, D	I	DA	U
- Design, implement and outsource relevant aspects of the payroll, health and extended benefits, employee assistance program, and group RRSP for consistent application throughout the Network.	P, D	I	E, DC	U

Roles	Rights		Obligations	
	National	Branch	National	Branch
- Administer payroll, remittances, employee benefits and deferred income plans on behalf of all Branch and National employees. Implement professional development and training activities for all Branch and National employees.	P, D	I	E	U
- Facilitate discussions across Branches that seek to share personnel across jurisdictions ensuring that at least one full-time equivalent position (note that such a position may be vacant from time to time, or absences may be caused by leaves and vacation) is based in each province of Canada.	P	I, D	E	
- Design and implement an approach to allow participating branches, who so wish, to transfer the employment relationship with their employees to CPF National while ensuring that the employees who would be offered such transfers would be treated fairly and equitably.	P, D	I (optional)		
- Design and implement an employee screening program to mitigate the risk of malfeasance or harm to young people, and the risk of fraud. Apply screening program consistently to all relevant staff.	P, D, U	I, DA		U
- Design, implement or provide orientation, professional development and training opportunities for employees.	P, D, U	I, DA		U
VOLUNTEER ENGAGEMENT				
- Design and implement a volunteer screening program to mitigate the risk of malfeasance or harm to young people and the risk of fraud. Apply screening program consistently to all relevant volunteers.	P, D, U	I, DA		U
- Design, implement or provide orientation and training opportunities for volunteers, including directors of branch and national boards.	P, D, U	I, DA		U
NETWORK PERFORMANCE EVALUATION				
- Plan and implement an online satisfaction survey to evaluate satisfaction with the backbone organization's shared services to Branches (with Branch ED/Board chairs as respondents and a frequency of minimum every second year).	P, D, U	I, DA		U
- Design and implement a performance measurement strategy and framework to assess the Network's impact in the lives of young Canadians aligned with key strategic objectives, including key metrics required for reporting to funders and other stakeholders.	P, D, U	I, DC	E	U

Roles	Rights		Obligations	
	National	Branch	National	Branch
- Develop tools to track and report on progress against National key metrics required to funders and other stakeholders.		P, D		U
FUNDING DEVELOPMENT AND REVENUE DIVERSIFICATION				
- Develop a formula to share funding from funders, donors and sponsors which is equitable across Branches while providing the necessary funds for the Backbone organization and the shared services it delivers. Communicate the details of the formula at least annually to all Branch Boards and staff. Note that some funders, donors or sponsors including the Federal Government which provides the bulk of funding for CPF direct the manner in which the funds granted or contributed to CPF must be distributed.	P, D, U	I	E	
- Solicit and receive funds from Federal Government grants and contribution programs whether through its agencies, Boards and commissions. Allocate to CPF-N and transfer to branches amounts as directed by the funder and, if not directed by the funder, then consistent with the formula described above.	P, D	I	E, DA	U
- Communicate detailed information about funding opportunities from the Federal Government and implement timely processes to assemble relevant information and submit applications.	P, D	I	E, DC	U
- Implement prospect coordination system for corporations, public and private foundations for all pro-active solicitations valued at \$15K+.	P, D	I	E	
- Solicit and receive provincial governments (and their respective agencies, Boards and commissions) grants and contributions.		P, D		U
- Solicit, receive and transfer income received from individual donations (less costs of the fundraising efforts to solicit and receive such donations) to the Branch territory in which the donor resides (or to which the donor has earmarked the contribution, if different from the place of residence).	P, D	I	E, DA	
- Solicit, receive and transfer income received from sponsors (less costs of the efforts to solicit, receive and activate such sponsorship) when the amount received is \$15K or greater or when such funds are received on an unsolicited basis.	P, D	I	E, DA	
RISK MANAGEMENT AND OVERSIGHT				
- Source and procure insurance appropriate to risk level including cybersecurity, directors & officers' errors and omission insurance, and general liability including abuse	P, D	I	E	

Roles	Rights		Obligations	
	National	Branch	National	Branch
protection and ensure coverages for all Parties including all registered volunteers.				
- Provide timely information about those coverages to the Branches and regularly update the list of individuals protected by the errors and omissions coverage.	P, D	I, U	E	U
- Design and implement an oversight and compliance checklist (on governance, legal, financial, ethical, insurance, etc. matters) for annual reporting by Branch Presidents and ED. Provide timely reports of non-compliance to relevant Branch and National Boards. Implement timely remediation.	P, D	I	E	U
- Implement transition to online financial processes to achieve consistent financial accountability and transparency standards across the Network.	P, D	I		
- Seek accreditation under the Imagine Canada Standards Program as part of efforts to improve practices and to ensure compliance with leading practices.	P, D	I, U		