

JOINT MOTION RECORD VOLUME II

Court File No. 00-CV-192059CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

CHARLES BAXTER, SR. AND ELIJAH BAXTER

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA

Defendant

- and -

THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA, THE MISSIONARY SOCIETY OF THE ANGLICAN CHURCH OF CANADA, THE SYNOD OF THE DIOCESE OF ALGOMA, THE SYNOD OF THE DIOCESE OF ATHABASCA, THE SYNOD OF THE DIOCESE OF BRANDON, THE SYNOD OF THE DIOCESE OF BRITISH COLUMBIA, THE SYNOD OF THE DIOCESE OF CALGARY, THE SYNOD OF THE DIOCESE OF CARIBOO, THE INCORPORATED SYNOD OF THE DIOCESE OF HURON, THE SYNOD OF THE DIOCESE OF KEEWATIN, THE DIOCESE OF MOOSONEE, THE SYNOD OF THE DIOCESE OF WESTMINSTER, THE SYNOD OF THE DIOCESE OF QU'APPELLE, THE DIOCESE OF SASKATCHEWAN, THE SYNOD OF THE DIOCESE OF YUKON, THE COMPANY FOR THE PROPAGATION OF THE GOSPEL IN NEW ENGLAND (also known as THE NEW ENGLAND COMPANY), THE PRESBYTERIAN CHURCH IN CANADA, THE TRUSTEE BOARD OF THE PRESBYTERIAN CHURCH IN CANADA, THE FOREIGN MISSION OF THE PRESBYTERIAN CHURCH IN CANADA, BOARD OF HOME MISSIONS AND SOCIAL SERVICES OF THE PRESBYTERIAN CHURCH IN CANADA, THE WOMEN'S MISSIONARY SOCIETY OF THE PRESBYTERIAN CHURCH IN CANADA, THE UNITED CHURCH OF CANADA, THE BOARD OF HOME MISSIONS OF THE UNITED CHURCH OF CANADA, THE WOMEN'S MISSIONARY SOCIETY OF THE UNITED CHURCH OF CANADA, THE METHODIST CHURCH OF CANADA, THE MISSIONARY SOCIETY OF THE METHODIST CHURCH OF CANADA (also known as THE METHODIST MISSIONARY SOCIETY OF CANADA), THE CANADIAN CONFERENCE OF CATHOLIC BISHOPS, THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF CALGARY, THE ROMAN CATHOLIC BISHOP OF KAMLOOPS, THE ROMAN

CATHOLIC BISHOP OF THUNDER BAY, THE ROMAN CATHOLIC ARCHBISHOP OF VANCOUVER, THE ROMAN CATHOLIC BISHOP OF VICTORIA, THE ROMAN CATHOLIC BISHOP OF NELSON, THE CATHOLIC EPISCOPAL CORPORATION OF WHITEHORSE, LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE GROUARD – McLENNAN, THE CATHOLIC ARCHDIOCESE OF EDMONTON, LA DIOCESE DE SAINT-PAUL, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF MACKENZIE, THE ARCHIEPISCOPAL CORPORATION OF REGINA, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF KEEWATIN, THE ROMAN CATHOLIC ARCHIEPISCOPAL CORPORATION OF WINNIPEG, LA CORPORATION ARCHIEPISCOPALE CATHOLIQUE ROMAINE DE SAINT-BONIFACE, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF THE DIOCESE OF SAULT STE. MARIE, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF JAMES BAY, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HALIFAX, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HUDSON'S BAY, LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE PRINCE ALBERT, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF PRINCE RUPERT, THE ORDER OF THE OBLATES OF MARY IMMACULATE IN THE PROVINCE OF BRITISH COLUMBIA, THE MISSIONARY OBLATES OF MARY IMMACULATE – GRANDIN PROVINCELES PERES MONTFORTAINS (also known as THE COMPANY OF MARY), JESUIT FATHERS OF UPPER CANADA, THE MISSIONARY OBLATES OF MARY IMMACULATE – PROVINCE OF ST. JOSEPH, LES MISSIONAIRES OBLATS DE MARIE IMMACULEE (also known as LES REVERENDS PERES OBLATS DE L'IMMACULEE CONCEPTION DE MARIE), THE OBLATES OF MARY IMMACULATE, ST. PETER'S PROVINCE, LES REVERENDS PERES OBLATS DE MARIE IMMACULEE DES TERRITOIRES DU NORD OUEST, LES MISSIONAIRES OBLATS DE MARIE IMMACULEE (PROVINCE U CANADA – EST), THE SISTERS OF SAINT ANNE, THE SISTERS OF INSTRUCTION OF THE CHILD JESUS (also known as THE SISTERS OF THE CHILD JESUS), THE SISTERS OF CHARITY OF PROVIDENCE OF WESTERN CANADA, THE SISTERS OF CHARITY (GREY NUNS) OF ST. ALBERT (also known as THE SISTERS OF CHARITY (GREY NUNS) OF ST. ALBERTA), THE SISTERS OF CHARITY (GREY NUNS) OF THE NORTHWEST TERRITORIES, THE SISTERS OF CHARITY (GREY NUNS) OF MONTREAL (also known as LES SOEURS DE LA CHARITÉ (SOEURS GRISES) DE L'HÔPITAL GÉNÉRAL DE MONTREAL), THE GREY SISTERS NICOLET, THE GREY NUNS OF MANITOBA INC. (also known as LES SOEURS GRISES DU MANITOBA INC.), THE SISTERS OF ST. JOSEPH OF SAULT STE. MARIE, LES SOEURS DE SAINT-JOSEPH DE ST-HYACINTHE and INSTITUT DES SOEURS DE SAINT-JOSEPH DE SAINT-HYACINTHE LES SOEURS DE L'ASSOMPTION DE LA SAINTE VIERGE (also known as LES SOEURS DE L'ASSOMPTION DE LA SAINTE VIERGE) DE NICOLET AND THE SISTERS OF ASSUMPTION, LES SOEURS DE L'ASSOMPTION DE LA SAINTE VIERGE DE L'ALBERTA, THE DAUGHTERS OF THE HEART OF MARY (also known as LA SOCIETE DES FILLES DU COEUR DE MARIE and THE DAUGHTERS OF THE IMMACULATE HEART OF MARY), MISSIONARY OBLATE SISTERS OF SAINT-BONIFACE (also known as

MISSIONARY OBLATES OF THE SACRED HEART AND MARY IMMACULATE, or LES MISSIONAIRES OBLATS DE SAINT-BONIFACE), LES SOEURS DE LA CHARITE D'OTTAWA (SOEURS GRISES DE LA CROIX) (also known as SISTERS OF CHARITY OF OTTAWA - GREY NUNS OF THE CROSS), SISTERS OF THE HOLY NAMES OF JESUS AND MARY (also known as THE RELIGIOUS ORDER OF JESUS AND MARY and LES SOEURS DE JESUS-MARIE), THE SISTERS OF CHARITY OF ST. VINCENT DE PAUL OF HALIFAX (also known as THE SISTERS OF CHARITY OF HALIFAX), LES SOEURS DE NOTRE DAME AUXILIATRICE, LES SOEURS DE ST. FRANCOIS D'ASSISE, SISTERS OF THE PRESENTATION OF MARY (SOEURS DE LA PRESENTATION DE MARIE), THE BENEDICTINE SISTERS, INSTITUT DES SOEURS DU BON CONSEIL, IMPACT NORTH MINISTRIES, THE BAPTIST CHURCH IN CANADA

Third Parties

Proceeding under the *Class Proceedings Act, 1992*

JOINT MOTION RECORD
(Certification, Settlement Approval and Approval of Legal Fees)

THOMSON, ROGERS

3100-390 Bay Street
Toronto, Ontario
M5H 1W2

Craig Brown

Tel: (416) 868-3163
Fax: (416) 868-3134

KOSKIE MINSKY LLP

900 - 20 Queen Street West
Toronto, Ontario
M5H 3R3

Kirk M. Baert

Tel: 416-595-2115
Fax: 416-204-210109

DOANE PHILLIPS YOUNG

300 - 53 Jarvis Street
Toronto, ON M5C 2H2

John Kingman Phillips

Tel: 416-366-10229
Fax: 416-366-9197

MERCHANT LAW GROUP

#100 – Saskatchewan Drive Plaza
2401 Saskatchewan Drive
Regina, Saskatchewan
S4P 4H10

E.F. Anthony Merchant, Q.C.

Tel: 306-359-7777
Fax: 306-522-3299

NELLIGAN O'BRIEN PAYNE

1900 – 66 Slater Street
Ottawa, Ontario
K1P 5H1

Janice Payne

Tel: 613-2310-100100
Fax: 613-2310-20910

PETER GRANT & ASSOCIATES

900 – 777 Hornby Street
Vancouver, B.C.
V6Z 1S4

Peter Grant

Tel: 604-6105-1229
Fax: 604-6105-0244

Solicitors for the plaintiffs

TO: DEPT. OF JUSTICE CANADA
Civil Litigation Section
234 Wellington Street, East Tower
Ottawa, ON K1A 0H10

Paul Vickery, Sr. Gen. Counsel

Tel: 1-613-9410-14103
Fax: 1-613-941-51079

Counsel for the Attorney General of Canada

AND TO: CASSELS BROCK & BLACKWELL LLP

Scotia Plaza, Suite 2100
40 King St. W.
Toronto, ON M5H 3C2

S. John Page

Phone: 416 869-5481
Fax: 416 640-3038

Counsel for the General Synod of the Anglican Church of Canada and
Agent for service for other Religious Entity defendants

AND TO: MCKERCHER MCKERCHER WHITMORE LLP

374 Third Avenue
South Saskatoon, SK S7K 4B4

W. Roderick Donlevy

Tel: (306) 664-1331 dir
Fax: (306) 653-2669

Counsel for the Catholic Entities and Agent for Service for
other Religious Entity Defendants.

ABBREVIATED INDEX

TAB NO.

DOCUMENT DESCRIPTION

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2. Residential Schools Settlement Agreement, dated May 10, 2006

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 - A. Schedule “A” to the Notice of Motion [Amended Statement of Claim]
 - B. Schedule “B” to the Notice of Motion [Draft Order Amending the Title of Proceedings]
 - C. Schedule “C” to the Notice of Motion [Draft Order Approving the Settlement]
 - D. Schedule “D” to the Notice of Motion [Draft Order Approving Fees]
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5. Affidavit of the Honourable Frank Iacobucci, Q.C.
6. Affidavit of Chief Larry Phillip Fontaine

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9. Affidavit of Len Marchand

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11. Affidavit of Donald Belcourt
12. Affidavit Nora Bernard

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14.	Affidavit of Bonnie Reid
15.	Affidavit of Doug Keshen
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25.	Affidavit of Father Jacques Gagné (Catholic)
26.	Affidavit of Archbishop Joseph Edmond Emilius Goulet (Catholic)
27.	Affidavit of Sister Gloria Keylor s.p. (Catholic)
28.	Affidavit of Father Jacques L'Heureux (Catholic)
29.	Affidavit of Father Camille Piche (Catholic)
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<u>TAB NO.</u>	<u>DOCUMENT DESCRIPTION</u>
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TAB NO.

DOCUMENT DESCRIPTION

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 - A. Schedule "A" to the Agreement in Principle, dated November 20, 2005 [List of Catholic Entities]
 - B. Schedule "B" to the Agreement in Principle, dated November 20, 2005 [Independent Assessment Process (IAP) for Continuing Indian Residential Schools Abuse Claims]
 - C. Schedule "C" to the Agreement in Principle, dated November 20, 2005 [List of Residential Schools]
 - D. Schedule "D" to the Agreement in Principle, dated November 20, 2005 [List of Additional Residential Schools]
 - E. Schedule "E" to the Agreement in Principle, dated November 20, 2005 [Truth and Reconciliation Principles]
 - F. Schedule "F" to the Agreement in Principle, dated November 20, 2005 [Inuit and Inuvialuit Schools to be Researched]
 - G. Schedule "G" to the Agreement in Principle, dated November 20, 2005 [AIP Implementation]
 - H. Schedule "H" to the Agreement in Principle, dated November 20, 2005 [Letter to Former Students of Indian Residential Schools and their Legal Counsel from Mario Dion, Deputy Minister, Indian Residential Schools Resolution Canada, July 2005]
2. **Residential Schools Settlement Agreement, dated May 10, 2006**
 - A. Schedule "A" to Residential Schools Settlement Agreement, dated May 10, 2006 [Application for Common Experiences Payment for Former Students Who Resided at Indian Residential Schools]
 - B. Schedule "B" to Residential Schools Settlement Agreement, dated May 10, 2006 [List of Anglican Defendants]
 - C. Schedule "C" to Residential Schools Settlement Agreement, dated May 10, 2006 [List of Corporate Catholic Defendants]

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D.	Schedule "D" to Residential Schools Settlement Agreement, dated May 10, 2006 [Independent Assessment Process (IAP) for Continuing Indian Residential School Abuse Claims]
E.	Schedule "E" to Residential Schools Settlement Agreement, dated May 10, 2006 [List of Residential Schools]
F.	Schedule "F" to Residential Schools Settlement Agreement, dated May 10, 2006 [List of Additional Residential Schools]
G.	Schedule "G" to Residential Schools Settlement Agreement, dated May 10, 2006 [List of Anglican Defendants]
H.	Schedule "H" to Residential Schools Settlement Agreement, dated May 10, 2006 [List of Other Catholic Entities]
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J.	Schedule "J" to Residential Schools Settlement Agreement, dated May 10, 2006 [Commemoration Policy Directive]
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TAB NO.

DOCUMENT DESCRIPTION

- A. Schedule A to Schedule O-1 Second Amending Agreement [The Presbyterian Fund for Healing and Reconciliation]
- B. Schedule B to Schedule O-1 Second Amending Agreement [Full and Final Release in Claims by Persons who Opt Out of the IRSSA]
- 2. Schedule "O" to Residential Schools Settlement Agreement, dated May 10, 2006 [Schedule O-2 Amending Agreement]
 - A. Schedule A to Schedule O-2 Second Amending Agreement [The Anglican Entities]
 - B. Schedule B to Schedule O-2 Second Amending Agreement [The Anglican Fund for Healing and Reconciliation ("AFHR")]
 - C. Schedule C to Schedule O-2 Second Amending Agreement [Full and Final Release in Claims by Persons Who Opt Out of the IRSSA]
 - D. Schedule D to Schedule O-2 Second Amending Agreement [Process for Providing Documents to the Truth and Reconciliation Commission]
 - E. Schedule E to Schedule O-2 Second Amending Agreement [Sections of IRSSA Incorporated by Reference]
 - F. Schedule F to Schedule O-2 Second Amending Agreement [Notice Information for Anglican Entities]
- 3. Schedule "O" to Residential Schools Settlement Agreement, dated May 10, 2006 [Schedule O-3 Settlement Agreement]
 - A. Schedule A to Schedule O-3 Settlement Agreement [List of the Catholic Entities]
 - B. Schedule B to Schedule O-3 Settlement Agreement [The Catholic Healing, reconciliation and Service Evaluation Committee]
 - C. Schedule C to Schedule O-3 Settlement Agreement [Conditions Under Which Payments are Made from the Corporation to the Aboriginal Healing Foundation]
 - D. Schedule D to Schedule O-3 Settlement Agreement [Full and Final Release in Claims by Persons who Opt Out of the IRSSA]
 - E. Schedule E to Schedule O-3 Settlement Agreement [Process for Providing Documents to the Truth and Reconciliation Commission]

<u>TAB NO.</u>	<u>DOCUMENT DESCRIPTION</u>
F.	Schedule F to Schedule O-3 Settlement Agreement [Sections of IRSSA Incorporated by Reference]
G.	Schedule G to Schedule O-3 Settlement Agreement [Names and Addresses of the Catholic Entities for Giving Notice]
4.	Schedule "O" to Residential Schools Settlement Agreement, dated May 10, 2006 [Schedule O-4 Settlement Agreement]
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B.	Schedule B to Schedule O-4 Settlement Agreement [Healing and Reconciliation and In-Kind Services Criteria]
C.	Schedule C to Schedule O-4 Settlement Agreement [Full and Final Release in Claims by Persons Who Opt Out of the IRSSA]
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Q.	Schedule "Q" to Residential Schools Settlement Agreement, dated May 10, 2006 [Treasury Board of Canada Secretariat Travel Directive]
R.	Schedule "R" to Residential Schools Settlement Agreement, dated May 10, 2006 [July 2005 Open Letter to Former Students of Indian Residential Schools and their Legal Counsel from Mario Dion, Deputy Minister, Indian Residential Schools Resolution Canada]
S.	Schedule "S" to Residential Schools Settlement Agreement, dated May 10, 2006 [National Certification Committee Members]
T.	Schedule "T" to Residential Schools Settlement Agreement, dated May 10, 2006 [ADR Pilot Projects]
U.	Schedule "U" to Residential Schools Settlement Agreement, dated May 10, 2006 [IAP Working Group Members]
V.	Schedule "V" to Residential Schools Settlement Agreement, dated May 10, 2006 [Agreement Between the Government of Canada and the Merchant Law Group Respecting the Verification of Legal Fees]

VOLUME III

3. **Notice of Motion for Settlement Approval, returnable August 29-31, 2006**
 - E. Schedule "A" to the Notice of Motion [Amended Statement of Claim]
 - F. Schedule "B" to the Notice of Motion [Draft Order Amending the Title of Proceedings]
 - G. Schedule "C" to the Notice of Motion [Draft Order Approving the Settlement]
 - H. Schedule "D" to the Notice of Motion [Draft Order Approving Fees]
4. **Affidavit of Jonathan Ptak**
5. **Affidavit of the Honourable Frank Iacobucci, Q.C.**
 - A. Exhibit "A" to the Affidavit of the Honourable Frank Iacobucci, Q.C. [Political Agreement]
 - B. Exhibit "B" to the Affidavit of the Honourable Frank Iacobucci, Q.C. [Letter from the Honourable Frank Iacobucci to Interested Parties, dated June 1, 2005]
 - C. Exhibit "C" to the Affidavit of the Honourable Frank Iacobucci, Q.C. [Letter from the Honourable Frank Iacobucci to Interested Parties, dated July 4, 2005]
 - D. Exhibit "D" to the Affidavit of the Honourable Frank Iacobucci, Q.C. [Letter from the Honourable Frank Iacobucci to Interested Parties, dated July 15, 2005]
 - E. Exhibit "E" to the Affidavit of the Honourable Frank Iacobucci, Q.C. [Chart describing meetings and telephone conversations]
 - F. Exhibit "F" to the Affidavit of the Honourable Frank Iacobucci, Q.C. [Agreement in Principle]
6. **Affidavit of Chief Larry Phillip Fontaine**
 - A. Exhibit "A" to the Affidavit of Chief Larry Phillip Fontaine [Chapter 10, *Report of the Royal Commission on Aboriginal Peoples*]

- B. Exhibit "B" to the Affidavit of Chief Larry Phillip Fontaine [Statement of Reconciliation]
- C. Exhibit "C" to the Affidavit of Chief Larry Phillip Fontaine [*Guiding Principles for Working Together to Build Restoration and Reconciliation*]
- D. Exhibit "D" to the Affidavit of Chief Larry Phillip Fontaine [*The Assembly of First Nations Report on Canada's Dispute Resolution Plan to Compensate for Abuses in Indian Residential Schools*]
- E. Exhibit "E" to the Affidavit of Chief Larry Phillip Fontaine [Political Agreement dated May 30, 2005]
- F. Exhibit "F" to the Affidavit of Chief Larry Phillip Fontaine [Assembly of First Nations' Resolutions]
- G. Exhibit "G" to the Affidavit of Chief Larry Phillip Fontaine [Final Conference Report of the Assembly of First Nations' Residential Schools July 2005 Conference]
- H. Exhibit "H" to the Affidavit of Chief Larry Phillip Fontaine [List of Residential Schools conferences of meetings attended by the Assembly of First Nations Indian Residential Schools Unit]

VOLUME IV – National Background

7. **Affidavit of Robert Robson**

- A. Exhibit 1 to the Affidavit of Rob Robson [Affidavit of Rob Robson Previously Sworn on July 25, 2003]

8. **Affidavit of David Russell**

9. **Affidavit of Len Marchand**

VOLUME V – Regional Histories

10. **Affidavit of Richard Courtis**

- A. Exhibit "A" to the Affidavit of Richard Courtis [Statement of Reconciliation issued January 7, 1998]
- B. Exhibit "B" to the Affidavit of Richard Courtis [List of Members of the National Consortium]
- C. Exhibit "C" to the Affidavit of Richard Courtis [Amended Fresh as Amended Statement of Claim]

- D. Exhibit "D" to the Affidavit of Richard Curtis [Order Amending Statement of Defence, dated February 16, 2005]
- E. Exhibit "E" to the Affidavit of Richard Curtis [Order Amending Third Party Claim, dated February 16, 2005]
- F. Exhibit "F" to the Affidavit of Richard Curtis [Minutes of Case Conferences]
- G. Exhibit "G" to the Affidavit of Richard Curtis [Minutes of December 14, 2004 Case Conference]
- H. Exhibit "H" to the Affidavit of Richard Curtis [Reasons of Justice Winkler dated May 30, 2005]
- I. Exhibit "I" to the Affidavit of Richard Curtis [Proposed Amended Statement of Claim]
- J. Exhibit "J" to the Affidavit of Richard Curtis [Proposed Application Form to be Completed by Eligible CEP Recipients]
- K. Exhibit "K" to the Affidavit of Richard Curtis [Letter from Ms. Coughlan to Mr. Faulds, dated May 23, 2006]
- L. Exhibit "L" to the Affidavit of Richard Curtis [Expert Opinion from Lalive, Attorneys-at-Law, dated November 2, 2005]
- M. Exhibit "M" to the Affidavit of Richard Curtis [December 2005 Report of Siggner & Associates]
- N. Exhibit "N" to the Affidavit of Richard Curtis [Plaintiff's Litigation Plan in *Baxter*]

11. **Affidavit of Donald Belcourt**

- A. Exhibit "A" to the Affidavit of Donald Belcourt [Case Management Order of the Honourable Mr. Justice T.F. McMahon, dated January 8, 2000]
- B. Exhibit "B" to the Affidavit of Donald Belcourt [Alberta Law Reform Institute Class Actions Final Report No. 85, December 2000]
- C. Exhibit "C" to the Affidavit of Donald Belcourt [Proposal of the Plaintiffs for the Conduct of Residential School Litigation]
- D. Exhibit "D" to the Affidavit of Donald Belcourt [Reasons for Decision of the Honourable Mr. Justice T.F. McMahon, dated April 26, 2000]

E. Exhibit "E" to the Affidavit of Donald Belcourt [Reasons for Decision of the Honourable Mr. Justice T.F. McMahon, dated May 20, 2003]

12. **Affidavit Nora Bernard**

13. **Affidavit of Brian O'Reilly**

14. **Affidavit of Bonnie Reid**

15. **Affidavit of Doug Keshen**

VOLUME VI – Notice Program

16. **Affidavit of Todd Hilsee (May 17, 2006)**

Exhibit "A" to the Affidavit of Todd Hilsee (May 17, 2006) [Notice Plan]

17. **Affidavit of Todd Hilsee (June 29, 2006)**

18. **Affidavit of Todd Hilsee (July 26, 2006)**

19. **Affidavit of Kerry Eaton**

A. Attachment "A" to the Affidavit of Kerry Eaton [Weekly Report No. 01-06]

B. Attachment "B" to the Affidavit of Kerry Eaton [Weekly Report No. 02-06]

C. Attachment "C" to the Affidavit of Kerry Eaton [Weekly Report No. 03-06]

20. **Order of the Honourable Mr. Justice Warren K. Winkler, dated May 24, 2006**

VOLUME VII – The Church Defendants

21. **Affidavit of James Bruce Boyles [Anglican Church]**

A. Exhibit "A" to the Affidavit of James Bruce Boyles (Anglican Entities) [Indian Residential Schools Related to Anglican Entities]

B. Exhibit "B" to the Affidavit of James Bruce Boyles (Anglican Entities) [Settlement Agreement dated March 11, 2003]

22. **Affidavit of James Vincent Scott (United Church Entities)**

- A. Exhibit "A" to the Affidavit of James Vincent Scott (United Church Entities) [Indian Residential Schools Related to the United Church]
- 23. **Affidavit of Stephen Kendall (Presbyterian Entities)**
- A. Exhibit "A" to the Affidavit of Stephen Kendall (Presbyterian Entities) [Indian Residential Schools Related to the Church]
- B. Exhibit "B" to the Affidavit of Stephen Kendall (Presbyterian Entities) [Settlement Agreement dated February 13, 2003]
- 78. **Affidavit of Sister Bernadette Poirer s.g.m. (Catholic)**
- 79. **Affidavit of Father Jacques Gagné (Catholic)**
- 80. **Affidavit of Archbishop Joseph Edmond Emilius Goulet (Catholic)**
- 81. **Affidavit of Sister Gloria Keylor s.p. (Catholic)**
- 82. **Affidavit of Father Jacques L'Heureux (Catholic)**
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- 86. **Affidavit of Bishop Gary Gordon (Catholic)**
- 87. **Affidavit of Sister Dorothy Jean Beyer (Catholic)**
- 88. **Affidavit of Sister Pauline Phaneuf (Catholic)**
- 89. **Affidavit of Sister Suzanne Tremblay (Catholic)**
- 90. **Affidavit of Sister Robéa Duguay (Catholic)**
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- 92. **Affidavit of Sister Denise Brochu (Catholic)**
- 93. **Affidavit of Sister Suzanne Bridet (Catholic)**
- 94. **Affidavit of Sister Diane Beaudoin (Catholic)**
- 95. **Affidavit of Sister Gloria Paradis (Catholic)**

VOLUME VIII – Legal Fees

96. **Affidavit of Darcy Merkur**
- A. Exhibit “A” to the Affidavit of Darcy Merkur [Class Action Retainer Agreement]
- B. Exhibit “B” to the Affidavit of Darcy Merkur [Verification Agreement]

97. **Affidavit of Sandra Staats**

98. **Affidavit of Laura Cabott**

VOLUME IX – Individual Representative Plaintiffs

99. **Affidavit of Percy Archie**

100. **Affidavit of Charles Baxter**

101. **Affidavit of Elijah Baxter**

102. **Affidavit of Evelyn Baxter**

103. **Affidavit of Janet Brewster**

104. **Affidavit of John Bosum**

105. **Affidavit of Brenda Cyr**

106. **Affidavit of Malcolm Dawson**

107. **Affidavit of Vincent Bradley Fontaine**

108. **Affidavit of Elizabeth Kusiak**

109. **Affidavit of Theresa Ann Larocque**

110. **Affidavit of Veronica Marten**

111. **Statutory Declaration of Michelline Ammaq**

112. **Statutory Declaration of Rhonda Buffalo**

113. **Statutory Declaration of Ernestine Caibaisosai-Gidmark**

114. **Statutory Declaration of Michael Carpan**

115. **Statutory Declaration of Ann Dene**
116. **Statutory Declaration of James Fontaine**
117. **Statutory Declaration of Peggy Good**
118. **Statutory Declaration of Fred Kelly**
119. **Statutory Declaration of Jane McCallum**
120. **Statutory Declaration of Cornelius McComber**
121. **Statutory Declaration of Stanley Nepetaypo**
122. **Statutory Declaration of Flora Northwest**
123. **Statutory Declaration of Norman Pauchay**
124. **Statutory Declaration of Camble Quatell**
125. **Statutory Declaration of Alvin Saulteaux**
126. **Statutory Declaration of Christine Semple**
127. **Statutory Declaration of Dennis Smokeyday**
128. **Statutory Declaration of Kenneth Sparvier**
129. **Statutory Declaration of Edward Tapiatic**
130. **Statutory Declaration of Helen Wildeman**
131. **Statutory Declaration of Adrian Yellowknee**

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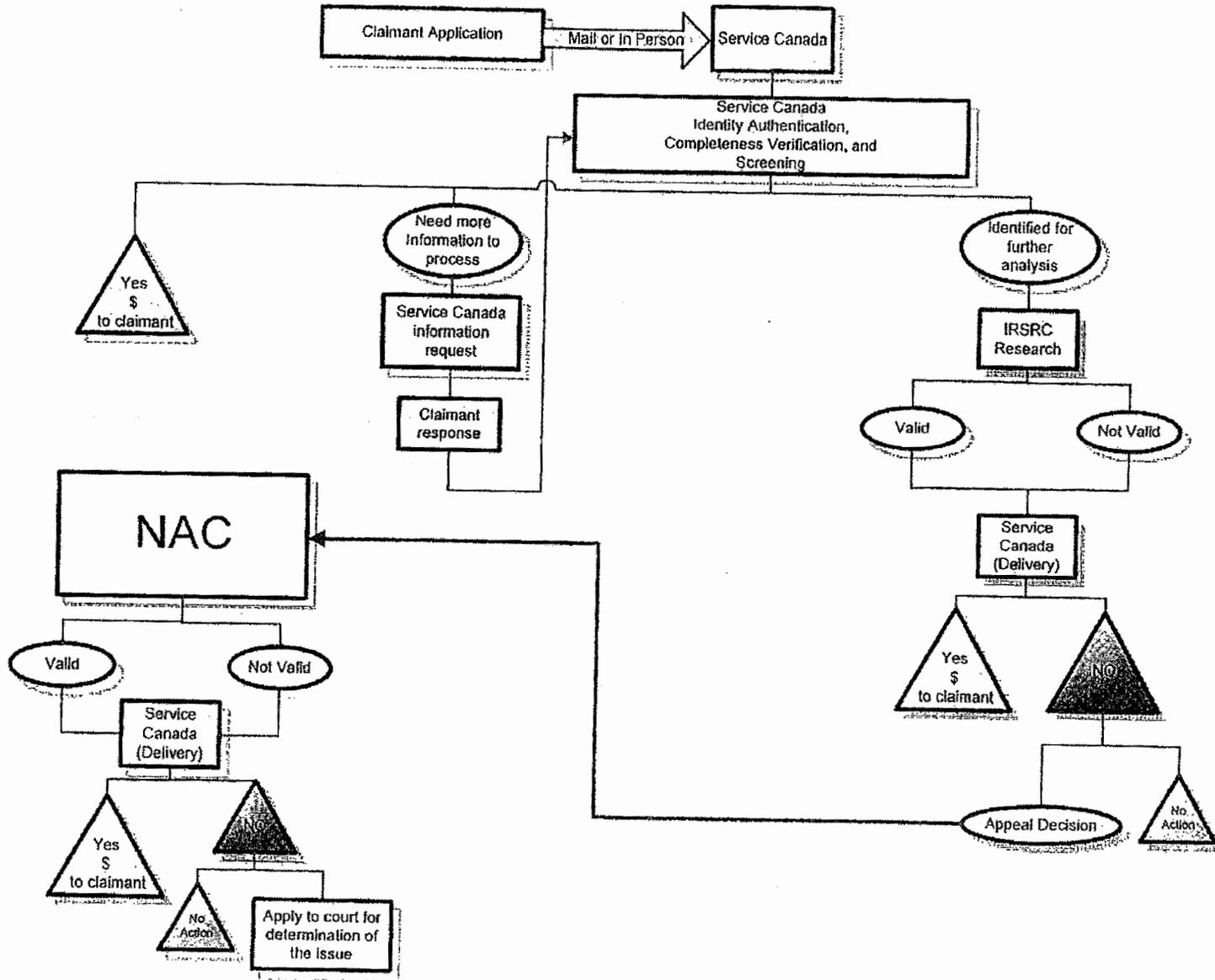
Indian Residential
Schools Resolution Canada

Résolution des questions des
pensionnaires indiens Canada

SCHEDULE "L"

CEP Process Flow

4/18/2005



Processing of Common Experience Payments (CEP)

1. Applications can be made in person at a Service Canada Centre or through an Outreach officer in the Applicant's community. Applications can also be made by mail to Service Canada.
2. Service Canada and partner organisations will provide:
 - general information on the CEP, including the application and payment process for the CEP; and,
 - information on the locations and hours where assistance can be provided in or near the client's community, as well as outreach schedules.

Claimants or their Personal Representatives can locate the nearest Service Canada Centre by calling 1-800 O-Canada or checking the Service Canada website (www.servicecanada.gc.ca).
3. All Applications will be registered on the date of receipt by Service Canada. Payment will be issued on valid Applications within 35 days of receipt with the expectation that 80% would be paid within 28 days. Applications requiring further research may require more processing time.
4. Service Canada will:
 - document the date of receipt and ensure that the application is complete;
 - confirm the claimant has proper identification as required by the CEP application form;
 - confirm the statement of attendance made on the CEP application form against data provided by the Office of Indian Residential Schools Resolution Canada.
5. Service Canada will make payment on Applications which are determined to be valid. All others will be forwarded to the Office of Indian Residential Schools Resolution for further research.
6. Where an Application is determined not to be valid, in whole or in part, OIRSRC will direct Service Canada to advise in writing the reason for the determination and the process by which the Applicant may appeal the determination to the NAC.
7. Service Canada will maintain records of the numbers of claims which are determined to be completely valid, which are determined to be valid in part and which are determined to be invalid and will report those findings to IRSRC and the NAC monthly or as NAC, IRSRC and Service Canada may otherwise agree.

SCHEDULE "M"

FUNDING AGREEMENT

Aboriginal Healing Foundation

- and -

**HER MAJESTY THE QUEEN IN
RIGHT OF CANADA, AS REPRESENTED
BY THE MINISTER OF CANADIAN HERITAGE AND STATUS OF WOMEN**

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FUNDING AGREEMENT

THIS AGREEMENT made as of the day of , 2006.

BETWEEN:

ABORIGINAL HEALING FOUNDATION, a Corporation established under Part II the Canada Corporations Act, chapter C-32 of the Revised Statutes of Canada, 1970 herein represented by a duly authorized officer ("the Foundation")

OF THE FIRST PART

-and-

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Canadian Heritage and Status of Women ("Her Majesty")

OF THE SECOND PART

WHEREAS the Government of Canada has announced a new national Aboriginal strategy "Gathering Strength – Canada's Aboriginal Action Plan" which includes initiatives aimed at renewing the partnership with Aboriginal People;

WHEREAS one element of the Action Plan provides for the creating of a healing strategy to address the healing needs of Aboriginal People affected by the Legacy of Indian Residential Schools, including the intergenerational impacts;

WHEREAS, in order to implement the creation of the healing strategy, the Government of Canada is prepared to enter into this agreement with the Foundation;

WHEREAS the Government of Canada is prepared to fund the Foundation to support the objective of addressing the healing needs of Aboriginal People affected by the Legacy of Indian Residential Schools, including the intergenerational impacts, by supporting holistic and community-based healing to address needs of individuals, families and communities, including Communities of Interest:

WHEREAS the following measures are recognized as examples of means for the Foundation to fulfill the objective:

- (a) promotion of linkages to other federal/provincial/territorial/aboriginal government health and social services programs;
- (b) focus on early detection and prevention of the intergenerational impacts of physical and sexual abuse;
- (c) recognition of special needs, including those of the elderly, youth and women; and
- (d) promotion of capacity-building for communities to address their long-term healing needs;

WHEREAS the Foundation was established for the purpose of funding Eligible Recipients for Eligible Projects to address the healing needs of Aboriginal people affected by the Legacy of Indian Residential Schools, including the intergenerational impacts;

WHEREAS the Foundation and Her Majesty desire that this agreement set forth their agreement relating to the terms and conditions under which the Foundation shall administer and invest the funds received by it and the Foundation shall determine to whom it shall disburse the funds held by it taking into account, and honouring, in a fair and equitable manner the geographical and demographic reality and the concentration across Canada of those who attended Indian Residential Schools and those who are affected by the Legacy of Indian Residential Schools, including the intergenerational impacts;

AND WHEREAS the Foundation and Her Majesty desire that the Amount not be used to duplicate programs, activities or services provided by or within funding from federal, provincial or territorial governments;

AND WHEREAS Her Majesty has entered into a settlement agreement to resolve the Legacy of Indian Residential Schools, including the intergenerational impacts, which agreement provides for a grant to the Foundation;

NOW THEREFORE in consideration of the premises, the mutual covenants contained herein and the receipt of other good and valuable consideration which the Parties acknowledge, this agreement provides as follows:

ARTICLE I - DEFINITIONS

1.01 Definitions: Unless otherwise defined herein, the following terms shall have the following meanings in this Agreement:

"Aboriginal People" means individuals who are included as Aboriginal peoples referred to in S.35 of the *Constitution Act* 1982 and, for greater certainty, includes Inuit, Métis and First Nations, on and off reserve, regardless of whether they are registered under the *Indian Act*.

"Act" means the *Canada Corporations Act*, R.S.C. 1970, C-32.

"Amount" means the grant from Her Majesty to the Foundation of \$350,000,000 and any additional grant from Her Majesty, and any proceeds arising from the investment of the grant.

"Arbitration Act" means the *Commercial Arbitration Act*, R.S.C. 1985, C-34.6.

"Auditor" means the auditor for the Foundation appointed under Section 10.02 (1).

"Board" means the board of directors of the Foundation as constituted from time to time.

"Business Day" means any day of the year, other than a Saturday, Sunday or any day on which banks are required or authorized to close in Ottawa, Ontario.

"Chairperson" means the Chairperson of the Board.

"Communities of Interest" means a body, collective, association, incorporation, coming together, or other amalgamation of Aboriginal People.

"Community-based" means responding to the healing needs of Aboriginal communities, including Communities of Interest.

"Director" means an individual who is on the Board and includes the Chairperson.

"Eligible Costs" means costs of operating, managing and administering an Eligible Project subject to the provisions of Sections 6.05 and 6.06.

"Eligible Project" means a project carried on or to be carried on to address the healing needs of Aboriginal People affected by the Legacy of Indian Residential Schools, including the intergenerational impacts.

"Eligible Recipient" means an organization located in Canada or individual residing in Canada that carries on, or in the opinion of the Board is capable of carrying on, projects to address the healing needs of Aboriginal People affected by the Legacy of Indian Residential Schools, including the intergenerational impacts.

"Eligible Securities" means securities which are within those classes of securities in which the Foundation may invest the Amount as specified in Schedule 4.02 to the Funding Agreement.

"FAA" means the *Financial Administration Act*, R.S.C. 1985 c. F-11

"Fiscal Year" means the fiscal year of the Foundation as determined in accordance with its by-laws.

"Foundation" means the non-profit Aboriginal Healing Foundation established under the *Canada Corporation Act* to address the healing needs of Aboriginal People affected by the Legacy of Indian Residential Schools, including the intergenerational impacts.

"Funding Agreement" means this agreement providing for the ongoing relationship between the Parties hereto and includes all schedules and exhibits hereto and any amendments hereto or thereto.

"Implementation Date" has the meaning set out in the Settlement Agreement.

"Indian Residential Schools" has the meaning set out in the Settlement Agreement and, for greater certainty, includes any institution included in the Settlement Agreement.

"Legacy of Indian Residential Schools" means any continuing direct or indirect effects of Indian Residential Schools, including the intergenerational impacts on individuals, families and communities, including Communities of Interest.

"Member" means a member of the Foundation as elected or appointed from time to time in accordance with the Act and the letters patent and

by-laws of the Foundation for so long as such individual remains a member of the Foundation.

"Minister" means the Minister responsible for Canadian Heritage and Status of Women or such other Minister as may be designated from time to time.

"Non-profit Organization" means a corporation, society, association, organization or body operated for profit and no part of whose income is payable to or otherwise available for the personal benefit of any of its proprietors, members or shareholders.

"Party" means either the Foundation or Her Majesty as represented by the Minister, as the context permits or requires, and "Parties" means both of them.

"Person" means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation, with or without share capital, trust, trustee, executor, administrator or other personal legal representative, unincorporated association, institute, institution, or Regulatory Authority howsoever designated or constituted and pronouns have a similarly extended meaning.

"Regulatory Authority" means any government or any governmental, administrative or regulatory entity, department, authority, commission, tribunal official or agency having jurisdiction.

"Settlement Agreement" means the final Indian Residential Schools settlement agreement executed by representatives of Canada, Plaintiffs, The Assembly of First Nations, Inuit Organizations, The General Synod of the Anglican Church of Canada, The Presbyterian Church in Canada, The United Church of Canada and Roman Catholic Entities.

"Special Resolution of the Members" means a resolution passed by not less than two thirds of the votes cast by the Members who voted on the resolution at a meeting of the Members or signed by all the Members entitled to vote on the resolution.

ARTICLE II - REPRESENTATIONS AND WARRANTIES

2.01 Representations of the Foundation: The Foundation represents, warrants to, and covenants with. Her Majesty that:

- (a) it is in good standing under the laws of Canada and of each jurisdiction in which it is required to be registered;

- (b) it has the requisite power (corporate and other) to own its assets and to carry on its activities as contemplated by this Funding Agreement;
- (c) the execution and delivery of this Funding Agreement by it, and the carrying out by it, of all of the activities contemplated hereby, have been duly authorized by all requisite corporate action;
- (d) it has full power to execute and deliver this Funding Agreement and to perform its obligations hereunder;
- (e) it has and will continue to have a Board composed of individuals who reflect the interests of Aboriginal People and who possess the competence, capacities and attributes required to fulfill the obligations of the Foundation under this Funding Agreement, which may include:
 - (i) healing and financial expertise
 - (ii) regional representativeness;
 - (iii) attendance at Indian Residential Schools; or
 - (iv) person credentials and merit;
- (f) The Foundation agrees that:
 - (i) membership of the board is and shall at all times be comprised of a majority of non-federal government representatives or agents; and
 - (ii) federal government representatives or agents shall not comprise a majority proportion of number required to attain quorum or to effect any decision of the Foundation, its members, the Board, or any committee hereof, or to comply with the letters patent and its by-laws.
- (g) this Funding Agreement constitutes a legally binding obligation of the Foundation, enforceable against it in accordance with its terms, subject with respect to enforcement of remedies, to applicable bankruptcy, insolvency, reorganization and other laws affecting generally the enforcement of the rights of creditors and subject to a court's discretionary authority with respect to the granting of specific performance or other equitable remedies in accordance with and subject to the authority of the arbitrator as referred to in Article XI;
- (h) the execution and delivery of this Funding Agreement by the Foundation and the performance by the Foundation of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:

- (i) violate the provisions of the Act or of any other applicable law;
 - (ii) violate the provisions of the Foundation's charter, by-laws, any other corporate governance document subscribed to by the Foundation or any resolution of the Board or Members;
 - (iii) violate any judgement, decree, order or award of any court, Regulatory Authority or arbitrator; or
 - (iv) conflict with or result in the breach or termination, of any material term or provision of, or constitute a default under, or cause any acceleration under, any licence, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound; and
- (i) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Foundation, threatened and there is no order, judgment or decree of any court or Regulatory Authority which could materially and adversely affect the activities contemplated by the Act and this Funding Agreement.

2.02 Representations and Warranties of Her Majesty: Her Majesty represents and warrants to the Foundation that:

- (a) the execution and delivery of this Funding Agreement by Her Majesty and the carry out by Her Majesty of all of the activities contemplated hereby, have been duly authorized;
- (b) Her Majesty has full power to execute and deliver this Funding Agreement and to perform Her Majesty's obligations hereunder; and
- (c) this Funding Agreement constitutes legally binding obligations of Her Majesty enforceable against Her Majesty in accordance with its terms subject to a court's discretionary authority with respect to the granting of a specific performance or other equitable remedies, in accordance with and subject to the authority of the arbitrator as referred to in Article XI.

2.03 Survival: All representations and warranties will survive the execution of this Funding Agreement until the tenth (10th) anniversary of such execution, or such earlier date as may be mutually agreed to by the Parties.

2.04 Termination: This Funding Agreement shall terminate at such time as

- (a) none of the Amount remains with the Foundation;
- (b) Eligible Recipients have accounted for all funds received from the Foundation in a manner acceptable to the Foundation; and
- (c) the Foundation has fulfilled all of its obligations under this Funding Agreement.

ARTICLE III - GRANT

3.01 Grant: Her Majesty will make payment to the Foundation of \$350,000,000 in the federal government fiscal year 1998-99. Payments will consist of: an initial grant of \$5,000,000 as close as possible to the time of incorporation of the Foundation after April 1, 1998. subject to Treasury Board approval; a further \$5,000,000 as required, subject to Treasury Board approval; and the balance subject to the approval of parliament by way of an appropriation. Her Majesty agrees to make the grant of the balance as soon as reasonably possible after the appropriation. The Foundation agrees to hold, invest, administer and disburse the Amount in accordance with this Funding Agreement.

3.02 Additional Grant: Her Majesty will make a payment to the Foundation of \$40,000,000, payable on March 31st, 2005, as soon as reasonably possible after the appropriation provision provided for under the Act implementing the 2005 Budget comes into force. No interest is payable by the Minister on the amount. The Foundation agrees to hold, invest, administer and disburse the additional grant in accordance with the Funding Agreement.

3.03 Her Majesty will make a payment to the Foundation of \$125,000,000, payable on the Implementation Date of the Settlement Agreement. No interest is payable by the Minister on the amount. The Foundation agrees to hold, invest, administer and disburse the additional grant in accordance with the Funding Agreement. No amount shall be paid by the Minister until the authority to pay the amount out of the Consolidated Revenue Fund of Canada is enacted by Parliament and becomes effective.

ARTICLE IV - INVESTMENT MANAGEMENT OF THE AMOUNT

4.01 Prudent Person Principle: The Recipient shall invest and manage the Amount according to investment policies, standards and procedures that a prudent person would exercise in making investment decisions regarding property belonging to others.

4.02 Investment Committee: The Foundation shall establish a committee (the "Committee") that oversees all matters related to the investment management of the Amount. The Committee should be composed of at least three directors who are not officers or employees of the Foundation. Members of the Committee shall be financially literate and have broad knowledge or experience in investment matters.

4.03 Investment of the Amount:

Without limiting the generality of section 4.01, the Foundation shall ensure that the Amount that has not been disbursed or committed be invested in accordance with the Prudent Person Principle. Investment decisions shall be made with the principal objective being the preservation of the capital to meet future disbursements requirements.

Until the Board approves the Statement of Investment Policy and appoints an investment advisor for the Fund, the Committee shall ensure that the principal amount of the Fund be invested in low-risk, liquid short-term securities denominated in Canadian dollars.

4.04 Statement of Investment Policy:

(1) The Committee shall establish a written Statement of Investment Policy in respect to the Amount's portfolio of investments for approval of the Board. The Committee shall ensure that the Board is regularly made aware of any significant financial risks facing the Foundation, including the consequences of potential significant losses of investments of any or all of the Amount. The Statement of Investment Policy shall be reviewed no less frequently than annually. The Statement of Investment Policy shall include the following components:

- (a) long-term return objectives and expectations;
- (b) diversification policy of the Amount's investment portfolio, including various quantitative limits on investments;
- (c) asset allocation strategy including specific range for short-term fluctuation for each asset class and the long-term targeted asset mix;
- (d) permitted investment instruments and trading activities;
- (e) prohibited investment instruments and trading activities;
- (f) liquidity policy outlining how the Amount's liquidity needs will be addressed;
- (g) risk management policies outlining procedures to manage and mitigate various types of risks that the Foundation faces;
- (h) policy on the lending of cash or securities;

(i) performance measurement and monitoring procedures;

(2) The Committee shall also establish and approve an investment strategy, describing the means used by the **Foundation** to best implement the Statement of Investment Policy. The investment strategy shall define the style of investment management, such as active versus passive managers, as well as specific investment instruments that would be used. The investment strategy shall be reviewed no less frequently than annually.

4.05 Investment Advisor and Portfolio Manager: The Committee shall recommend to the Board for their approval the appointment of one or more independent, external investment advisors to provide investment advice. The Committee may also recommend to the Board the appointment of one or more professional portfolio managers to invest the **Amount** consistent with the approved Statement of Investment Policy and the investment strategy.

4.06 Conflict of Interest Concerning Investment Management: The Board shall ensure that all investment advisors or portfolio managers who are involved in the investment management of the **Amount** disclose in writing, on a timely basis, the nature and extent of his/her interest, including any material interest in any entity that is a party of a transaction with the Board.

The Board shall also ensure that the **Foundation's** conflict of interest policies and procedures cover, among others, voting, prohibited transactions, continuing disclosure and avoidance standards.

4.07 Borrowing: The **Foundation** shall not borrow money, issue any debt obligation, or give any guarantees to secure a debt of another entity.

4.08 Quantitative Limits on Investment Holdings of the **Amount:**

- (a) Investments in the securities of any one issuer, or two or more affiliated entities shall be limited to no more than 10% of the assets of the **Amount's** investment portfolio.
- (b) **Section 4.08 (a)** does not apply in respect to:
 - (i) investments in securities issued by the Government of Canada or the government of a province, or securities that carry the full faith and credit of either; and
 - (ii) any index, segregated, mutual or pooled fund.
- (c) Investments in the securities with a credit rating of "A" (including all sub-classifications of this rating category) by at least one of the recognized credit rating agencies shall be limited to no more than 20% of the assets of the **Amount's** investment portfolio.

- (d) Investments in the securities with a credit rating of "AA" (including all sub-classifications of this rating category) by at least one of the recognized credit rating agencies shall be limited to no more than 70% of the assets of the **Amount's** investment portfolio.
- (e) Investment in securities that are not issued by, or carry the full faith and credit of either the Government of Canada or the government of a province shall be limited to no more than 80% of the assets of the **Amount's** investment portfolio.

4.09 Investment Holdings in Foreign Currencies: The **Amount** shall not invest in securities that are not denominated in Canadian dollars.

4.10 Maturities of the Securities: The maturities and terms of investments shall match the profile of the **Amount's** forecasted disbursements. In cases where the timing of disbursements is unknown, investments shall be held in securities with term to maturity of one year or less.

4.11 Permitted Investments: The **Foundation** may invest the **Amount** in the following:

- (a) Bank certificate of deposit;
- (b) Banker's acceptance;
- (c) Treasury bills, commercial paper and other short-term securities, bonds and notes issued by the federal government, provincial governments, municipal governments and corporations;
- (d) Asset-backed securities;
- (e) Mortgage-backed securities

4.12 Prohibited Investments and Trading Activities: The **Foundation** undertakes not to engage or invest the **Amount** in the following:

- (a) Equities or shares issued by any corporation;
- (b) Hedge funds or funds of hedge funds;
- (c) Fixed-income instruments rated below A- by Standard & Poors or Fitch Ratings, A3 by Moody's or A- by DBRS;
- (d) Derivatives or any instruments that have derivative holdings or features;
- (e) Non-marketable securities;
- (f) Commodities;

- (g) Repurchase agreements against securities which are not permitted to be held in the portfolio; and
- (h) Margin transactions or any form of leveraging.

ARTICLE V – OVERHEAD AND ADMINISTRATIVE COSTS

5.01 Overhead and Administrative Costs: The Foundation shall minimize overhead and administrative costs required to carry on its business and affairs. Without limiting the generality of the foregoing, the payments from Her Majesty provided for in Article III, and/or the proceeds from the investment thereof may, be used by the Foundation to the extent necessary to fund any reasonable costs and expenses incurred by it in the ordinary course of its business and affairs subject to this Funding Agreement.

5.02 Remuneration: Remuneration of directors, committee members, and officers of the Foundation shall be reasonable and shall only be paid to the extent permitted by law.

ARTICLE VI - ELIGIBLE RECIPIENTS

6.01 Eligible Recipients: The Foundation shall provide funding only to Eligible Recipients whose Eligible Projects are consistent with Article VII and Article VIII.

6.02 Excluded Recipients – Federal: The Foundation shall not provide funding to any federal department (as defined in the FAA), departmental corporation (as defined in the FAA), parent Crown corporation or wholly owned subsidiary of a parent Crown corporation (as defined in subsection 83(1) of the FAA), any not-for-profit corporation or trust established by a federal department, departmental corporation, or parent Crown corporation or wholly owned subsidiary of a parent Crown corporation. This does not preclude payments for employee interchanges, if any.

6.03 Excluded Recipients – Provincial and Territorial: The Foundation shall not provide funding to any provincial or territorial department, agency, or provincial or territorial Crown Corporation. This does not preclude payments for employee interchanges, if any.

6.04 Excluded Recipients - Subsidiaries of the Aboriginal Healing Foundation: The Foundation shall not provide funding to any subsidiary of

the Aboriginal Healing Foundation. This does not preclude payments or commitments already made prior to March 31st, 2005 out of the first grant to the Foundation of \$350M and proceeds arising from its investment.

6.05 Donations: The Foundation shall not accept donations offered with conditions that are contrary to the purposes and objectives stated in this conditional grant agreement.

ARTICLE VII - ELIGIBLE PROJECTS AND ELIGIBLE COSTS

7.01 Eligible Projects: The Foundation shall disburse the Amount by providing funding to Eligible Recipients in respect of the Eligible Costs for Eligible Projects. Taking into account, and honouring, in a fair and equitable manner, the geographical and demographic reality and the concentration across Canada of those who attended Indian Residential Schools and those who are affected by the Legacy of Indian Residential Schools, including the intergenerational impacts.

7.02 Mandatory Criteria: In order to be eligible, projects:

- (a) shall address healing needs of Aboriginal People affected by the Legacy of Indian Residential Schools, which could include the intergenerational impacts;
- (b) shall establish complementary linkages, where possible in the opinion of the Board, to other health/social programs and services (federal/provincial/territorial/aboriginal); and
- (c) shall be designed and administered in a manner that is consistent with Canadian Charter of Rights and Freedoms and applicable human rights legislation.

7.03 General Criteria: An Eligible Project may, but need not:

- (a) focus on prevention and early detection of the effects of the Legacy of Indian Residential Schools, including the intergenerational impacts on all generations;
- (b) include elements of research and of capacity building for communities, including Communities of Interest, to address their long-term healing needs;

- (c) include, where and when possible, and depending on local needs and circumstances, a holistic approach including medial and traditional methodologies;
- (d) address special needs of segments of the population, including those of the elderly, youth and women; and
- (e) be based on a community healing approach designed to address needs of individuals, families and communities, which may include Communities of Interest.

7.04 Contents of Application: For the purpose of assessing projects submitted by Eligible Recipients, the Foundation shall require all Eligible Recipients making application for funding to include in their applications:

- (a) a proposal, which shall outline the objectives of the proposed project and the intended activities and results with regard to the Legacy of Indian Residential Schools, including the intergenerational impacts; and
- (b) an implementation plan, which shall provide information on:
 - (i) the qualifications of the management team and other staff who would work on the project;
 - (ii) time lines and projected expenditures for all elements of the project;
 - (iii) funding commitments received by the Eligible Recipient from other sources with respect to the project, if any;
 - (iv) the specific population of Aboriginal People targeted by the project;
 - (v) the sustainability of the project, and the capacity of the applicant to conduct the activities and achieve the results stated in the proposal;
 - (vi) the relationship between the costs and potential benefits of the project;
 - (vii) an evaluation plan for the project; and
 - (viii) related programs, activities, and services where complementary linkages can be established.

7.05 Eligible Costs: The Foundation in providing funding for Eligible Projects, may pay, subject to section 7.06, all costs of the projects in accordance with the guidelines established in Article IX hereof.

7.06 Ineligible Costs: The following are not Eligible Costs:

- (a) the cost of purchasing, directly or indirectly, real property or of repairing or maintaining real property owned directly or indirectly by the Eligible Recipient is not an Eligible Cost, except in exceptional cases where, in the opinion of the Board, such costs are necessary and ancillary to the effective implementation of the Eligible Project;
- (b) the costs related to compensation to individuals, any litigation or any public inquiry related to Indian Residential Schools is not an Eligible Cost; this does not preclude elements of projects involving locally based public inquiries for healing purposes relating to Indian Residential Schools; and
- (c) the cost related to an Eligible Project which duplicates programs, activities or services provided by or within funding from the federal, provincial or territorial government is not an Eligible Cost.

ARTICLE VIII - OTHER CONTRIBUTIONS

8.01 Other Contributions: The Foundation shall:

- (a) encourage Eligible Recipients to develop collaborative arrangements with the private sector, the voluntary sector, religious organizations, and with the aboriginal, municipal, provincial, territorial and federal governments; and
- (b) encourage Eligible Recipients to secure commitments from the private sector, the voluntary sector, religious organizations, and with the municipal, provincial and territorial governments for contributions, either financial or in kind, to fund Eligible Projects.

ARTICLE IX - COMMITMENTS AND DISBURSEMENTS

9.01 Commitments: The Foundation shall make best efforts to commit the Amount by the first anniversary of the Implementation Date.

9.02 Disbursement: The Foundation shall disburse the Amount prior to the fourth anniversary of the Implementation Date.

9.03 Guidelines on Funding:

- (a) Until a Board of seventeen directors is appointed, the Foundation shall not approve or make any funding commitments for any proposals or projects.

- (b) The Foundation may provide funding up to 100 per cent of the Eligible Costs for any Eligible Project.
- (c) The Foundation shall require that all Eligible Recipients receiving funding for any Eligible Project account by providing reports on activities and results to the project's target population and to the Board. All agreements entered into by the Foundation with Eligible Recipients shall be subject to financial and project audits by the Foundation.
- (d) The Foundation shall ensure that the process for the assessment of project proposals is transparent with clear selection criteria and that there is a clearly defined appeal process conducted for unsuccessful project proposals.

9.04 Advances and Payments: The Foundation shall enter into agreements with the Eligible Recipients respecting, among other things, the manner in which the Foundation will make advances in respect of the commitment to the Eligible Recipient, when those advances will be made and any terms and conditions on which payments will be made, including the achievement of agreed upon milestones.

9.05 Periodic Payments: The Foundation shall make periodic payments to Eligible Recipients to whom funding has been committed in accordance with a schedule of payments agreed to by the Foundation and the Eligible Recipient, (which schedule shall match as closely as possible the expected disbursements to be made by the Eligible Recipient) or, if the Foundation and the Eligible Recipient so agree, a lump sum payment may be made on the condition that the part of the amount not needed for immediate disbursement be invested and proceeds of that investment be accounted in the project.

ARTICLE X - COVENANTS OF THE FOUNDATION

10.01 Covenants of the Foundation: The Foundation covenants and agrees with Her Majesty not to authorize or permit, except by mutual agreement, the adoption of any by-law, or any amendment or change in its letters patent or by-laws or the adoption of any rule, regulation or procedure, whether or not in writing, that is contrary to or in conflict with any provision of this Funding Agreement including the conditions in Schedule 9.01. No material changes in the objectives of the Fund, the use of the Fund's investment policy will be undertaken without prior written approval of the responsible Minister.

ARTICLE XI - FINANCIAL MATTERS AND AUDITS**11.01 Books of Account:**

- (a) The Board shall cause books of account and other record to be kept and shall establish financial and management controls, information systems and management practices that will ensure that the business and affairs of the Foundation are carried on, and the financial, human and physical resources of the Foundation are managed effectively, efficiently and economically.
- (b) The books of account and other records of the Foundation shall be maintained in accordance with generally accepted accounting principles, consistently applied, and in such a way that they shall demonstrate that the assets of the Foundation are properly protected and controlled and that its business and affairs are conducted in accordance with the provisions of this Funding Agreement, and in such a way that they will show
 - (i) descriptions and book values of all investments of the Foundation; and
 - (ii) the Eligible Recipients who have received, and are about to receive funding from the Foundation in respect of Eligible Projects, the nature and extent of the projects and the amount of the funding.
- (c) The Foundation shall account for and report on the Amount separately from other sources of funds.

11.02 Auditor:

- (1) The Members;
 - (a) as soon as possible after incorporation, shall appoint an auditor for the first fiscal year;
 - (b) at its first meeting in each fiscal year shall appoint an auditor for the Foundation for the fiscal year and fix the Auditor's remuneration.
- (2) The Auditor shall be
 - (a) a natural person who

- (i) is a member in good standing of an institute or association of accountants incorporated by or under an act of the legislature of a province,
 - (ii) has at least five years experience at a senior level in carrying out audits,
 - (iii) is ordinarily resident in Canada, and
 - (iv) is independent of the Board, each of the Directors and each of the officers of the Foundation; or
- (b) a firm of accountants at least one of whose Members meet the qualifications set out in paragraph (a).
- (3) If an auditor is not appointed at the first meeting of the Members in a fiscal year, the Auditor for the preceding fiscal year shall continue in office until a successor is appointed. On the expiration of the appointment of the Auditor, the Auditor is eligible for re-appointment.
- (4) The Members may by a Special Resolution remove the Auditor from office.
- (5) An Auditor ceases to hold office when the Auditor
- (a) dies;
 - (b) resigns; or
 - (c) is removed from office under subsection (4).
- (6) The Members, at a meeting of the Members, may appoint an Auditor to fill any vacancy in the office of the auditor, but if the Members fail to fill the vacancy at a meeting, or if no meeting of the Members is convened without delay after the vacancy occurs, the Board shall appoint an Auditor to fill the vacancy.
- (7) An Auditor appointed to fill a vacancy in the office holds office for the unexpired term of the predecessor in the office.

11.03 Conduct of the Audit:

- (a) The Auditor for the fiscal year shall, as soon as possible after the end of the fiscal year, complete the audit of the books and records of the Foundation in accordance with generally accepted auditing standards of the Canadian Institute of Chartered Accountants

(CICA) Handbook, consistently applied and submit a report of the audit to the Members.

- (b) A meeting of the Members shall be convened to consider the report of the Auditor for a fiscal year and at the meeting the Members shall by resolution receive the report.

11.04 Audit Committee:

- (a) The Board shall appoint an audit committee consisting of not fewer than three Directors and fix the duties and functions of the committee
- (b) In addition to any other duties and functions it is required to perform, the audit committee may cause internal audits to be conducted to ensure compliance by the officers and employees of the Foundation with management and information systems and controls established by the Board.

11.05 Annual Report:

- (1) The Foundation shall, within three months after the end of each fiscal year, prepare an annual report in at least both official languages of its activities during the year and include in the report
 - (a) its financial statement for the year, prepared in accordance with Generally Accepted Accounting Principles, as approved by the Board including
 - (i) its balance sheet as at the end of the fiscal year;
 - (ii) a statement of income for the fiscal year;
 - (iii) a statement of change in financial position for the fiscal year;
 - (iv) a statement of investment portfolio; and,
 - (v) individual statements for each of the Recipient's subsidiaries.
 - (b) the report of the Auditor for the year in respect of the audit of the books and records of the Foundation for the year, the Auditor's notes to financial statement and any other reports of the Auditor respecting the financial circumstances of the Foundation in the year;
 - (c) a statement of the Foundation's objectives for that year and a statement on the extent to which the Foundation met those objectives;
 - (d) a statement of the Foundation's objectives for the next year and for the foreseeable future;

- (e) a statement of the Foundation's investment policies, standards and procedures;
 - (f) a list of Eligible Projects, funding provided, and a description of progress achieved to date;
 - (g) criteria applied to select Eligible Projects;
 - (h) results of a program evaluation or performance audit;
 - (i) the total remuneration paid to each of the following persons in that year by the Foundation, including any fees, allowance or other benefit;
 - (i) employees earning in excess of \$75,000.00;
 - (ii) Board Members earning in excess of \$75,000.00; and,
 - (iii) Contractors receiving total payments in excess of \$75,000.00.
 - (j) steps taken with respect to a fair and equitable distribution of the Amount as per Section 7.01; and,
 - (k) a statement of the activities of each of the Recipient's subsidiaries.
- (2) Before the annual report of the Foundation for a fiscal year is distributed to the public, it shall be approved by the Board and by the Members at a meeting of the Members.
- (3) After the annual report of the Foundation for a fiscal year is approved as required under subsection (2), the report shall be made public in accordance with the by-laws of the Foundation and a copy shall be sent to the Minister who shall cause a copy of the report to be laid before each House of Parliament on any of the first fifteen days on which that House is sitting after the Minister receives it.

11.06 Public Communication and Accountability:

The Foundation shall:

- (a) implement a public communications and accountability strategy to communicate its annual report and publicly account for its activities during the year, including participation in public meeting(s).
- (b) provide appropriate recognition of the contribution of the Government of Canada in its programs, advertising and public communications. Recognition of Canada's support to the Foundation will be in accordance with the Federal Identity Program.

- (c) give reasonable prior notice to the Minister of a proposed public announcement(s) or ceremonies relating to its activities. The Minister, or his designated representative, will be invited to participate in such announcements or ceremonies to take place at a mutually agreed date. Where the Minister or other representative of Canada wishes to participate in such an announcement or ceremony, the Foundation shall co-operate with the representatives of Canada during such announcement.

11.07 Wind-up Provision:

(1) Subject to the applicable requirements of the Income Tax Act (Canada) and any other applicable legislation with respect to Non-profit Organizations or charitable organizations, as the case may be where both Parties agree that the Foundation shall wind up and dissolve, the unspent amount shall be distributed, by agreement of the Parties to either or both:

- (a) one or more Non-profit Organization(s) in Canada whose objects are the same as or similar to the objects of the Foundation; with preference given to an aboriginally-controlled organization; and/or
- (b) one or more charitable organizations; with preference given to an aboriginally-controlled organization.

(2) Despite section 11.07(1), if the Foundation is wound up or dissolved, Canada may require the Foundation to repay out of the moneys arising from the liquidation to the Receiver General for credit to the Consolidated Revenue Fund any amount that is so repayable under the terms of this funding agreement.

11.08 Official Languages: The Foundation shall provide its communications and services to the public in at least both official languages of Canada (French and English) in accordance with the spirit and intent of Part IV of the *Official Languages Act*, R.S.C. (1985) c.31. More specifically, the Foundation shall:

- (a) make any announcements, or documents for Eligible Recipients concerning the national strategy in the official language of their choice;
- (b) actively offer its services to Eligible Recipients in the official language of their choice;
- (c) ensure that any nation-wide communication aimed at the general public is provided in both official languages and that related documents be available in both official languages; and

- (d) ensure, when it is appropriate, that the agreements awarding funding to Eligible Recipients provide for a linguistic clause regarding the recipients' communications to the public, where a significant demand exists for services from an Eligible Recipient to the public in either official language.

11.09 Conflict of Interest:

The Foundation shall include in its by-laws provisions that:

- (a) entitle an Eligible Recipient that has made a proposal for a project to the Foundation to request the Board to make a ruling as to the possible conflict of interest of a Director in the consideration or disposal of the proposal; and
- (b) establish procedures to be followed by the Board in responding to the request and giving the ruling.
- (c) establish policies for conflict of interest and code of conduct of directors, committee members, officers and advisors of the Foundation.

11.10 Corporate Plan: The Foundation will provide corporate plans annually to the Minister at least two months prior to the beginning of the Foundation's fiscal year. Such corporate plans will include, but not be limited to:

- (a) Short and medium term outcomes, (updated as applicable) per the Strategic plan;
- (b) Reference to the Foundation's previous year's corporate plan, especially its successes and remaining challenges;
- (c) Details of the Fund and its management;
- (d) Planned expenditures for the upcoming year, including, but not limited to, the amount of revenue to be drawn from the Fund's income for the fiscal year;
- (e) Planned activities for the upcoming year;
- (f) The anticipated results of those activities;
- (g) The anticipated revenues from other sources;

- (h) Risk assessments and mitigation strategies; and,
- (i) Ongoing performance monitoring strategies.

The Minister may table a copy or a summary of these in Parliament.

11.11 Performance Audit: The Foundation agrees to have carried out an independent performance (value-for money) audit to ensure the economy, efficiency and effectiveness with which funds have been used, at least once every 5 years.

The report shall be made public and a copy shall be sent to the Minister.

The Minister may cause the copy of the report to be laid before each House of Parliament on any of the first fifteen (15) days on which the House is sitting after the Minister receives it.

11.12 Minister's and Auditor General's Right to Audit: Each of Canada and the Auditor General of Canada may, after consultation with the Foundation, choose to conduct his own performance (value-for-money) audit or compliance audit with respect to the use of funds received from Her Majesty in right of Canada, no less frequently than every five years, to be carried out by such a person as the Minister may appoint, at his own cost. The auditor (each of Canada and the Auditor General of Canada) will provide the Foundation with a description of the scope and criteria of the performance and compliance audits. The auditor will be entitled to such information as, in his opinion, is necessary for the fulfilment of its responsibilities. The Foundation will cooperate and provide access to the appropriate records and staff to the auditor to conduct such audits. The auditor will share a copy of the resulting report with the Foundation and with the Minister when the auditor is the Auditor General of Canada. Where the audits are completed by the Auditor General of Canada, the results may be reported to Parliament in a Report of the Auditor General. Where the audit is conducted by the Minister, the Minister may make the results public and report them to Parliament. The Foundation will cooperate and provide access to the appropriate records to conduct such an audit. The Minister may share a copy of the resulting report with the Foundation and agrees to discuss any concerns raised in the audit with the Foundation.

The Minister may cause the copy of the report to be laid before each House of Parliament on any of the first fifteen days on which the House is sitting after the Minister receives it.

11.13 Program Evaluation: The Foundation agrees to have carried out, no less frequently than every 5 years, by an independent third-party using

recognized evaluation standards, an evaluation of its activities and projects according to a framework to be approved by the Board, at least once every 5 years. The evaluation will measure the overall performance of the Foundation in achieving the outcomes identified in the Funding Agreement.

11.14 Minister's Right to Conduct a Program Evaluation: The Minister may, after consultation with the Foundation, choose to conduct his own evaluation, by an evaluator(s) of his choosing, of the Funding Agreement as an instrument of policy of the Government of Canada, at his own cost. The Foundation will cooperate and provide access to the appropriate records to conduct such an evaluation. The evaluation report shall be made public and a copy shall be sent to the Minister. The Minister may share a copy of the resulting report with the Foundation and agrees to discuss any concerns raised in the evaluation with the Foundation. The Minister may cause the copy of the report to be laid before each House of Parliament or any of the first fifteen days on which the House is sitting after the Minister receives it.

11.15 Default: The following shall constitute events of default:

- (a) If the Foundation becomes bankrupt or insolvent, goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- (b) An order is made or resolution passed for the winding-up of the Foundation or the Foundation is dissolved, except where the Parties agree to the winding-up, dissolution and the distribution of the Uncommitted Amount in accordance with Section 10.07;
- (c) The Foundation has submitted materially false or misleading information or has made misrepresentations of a material nature to the Minister, other than in good faith;
- (d) The Foundation makes a materially false or misleading statement concerning support by the Minister or the Government of Canada in any internal and/or public communication, other than in good faith;
- (e) The Foundation ceases its activities or substantially changes the nature of its business;
- (f) The Foundation has not met or satisfied any of the material terms and conditions of the Funding Agreement.

11.16 Rectification Period:

- (a) The events of default in Subsections 10.15 (c), (d) and (e) (with respect to the Foundation ceasing its activities or substantially changing the nature of its business) and Subsections 10.15 (f) shall only be considered events of default if the Foundation has been notified in writing by the Minister of the alleged default and the Foundation has not rectified the default within thirty (30) days of written notice thereof.
- (b) Where the Minister is concerned about the probability of imminent default as outlined in the Section 10.15, under the Funding Agreement, the Minister will notify the Foundation in writing and the two parties will discuss the concerns, with the Foundation rectifying any default within thirty (30) days of written notice thereof.
- (c) Remedies. If an event of default as outlined in Section 10.15 has occurred, or in the reasonable opinion of the Minister, is likely to occur, and the Foundation has not rectified as in Section 10.16 (a), or the Minister has notified the Foundation pursuant to section 10.16(b), the Minister may require the Foundation to repay any unspent portion of the Amount.
- (d) No waiver . The fact that the Minister refrains from exercising a remedy he is entitled to exercise under the Funding Agreement will not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred on him will not prevent him in any way from later exercising any other right or remedy under this Funding Agreement or other applicable law, unless the Minister waives such right in writing.

ARTICLE XII – ARBITRATION

12.01 Arbitration: Any dispute arising out of or in connection with this Funding Agreement, including any question regarding its existence, validity or termination, shall be submitted to and fully resolved by arbitration under the *Arbitration Act* of Ontario as amended or substituted from time to time, except to the extent the rules and procedures therein contained are modified by the rules for arbitration set out in Schedule 11.01 hereof.

12.02 Power of Arbitrator: In the event that an arbitrator concludes that either Party has not complied with its obligations under this Funding Agreement, the arbitrator may order such Party to comply with the provisions of this Funding Agreement in the future, and in the event of non-compliance by

the Foundation, the arbitrator may direct the Foundation in the way in which it must modify its funding programs so as to comply with these requirements in the future.

- 12.03 Transfer of Funds to Third Party:** In the event that the arbitrator determines that the Foundation has significantly or repeatedly breached any of the provisions of this Funding Agreement, the arbitrator shall have the power to designate a third party, subject to the approval of Her Majesty (after consulting with the National Aboriginal Organizations who have nominated Members of the Board), to hold and disburse the remaining Amount in accordance with the terms of this Funding Agreement.
- 12.04 Costs of Arbitration:** The costs of arbitration shall be shared equally by the Parties.

ARTICLE XIII – CONFIDENTIALITY

- 13.01 Confidentiality:** The Foundation shall develop a policy relating to confidentiality which shall define what constitutes confidential information, the treatment to be given to such information and the circumstances under which such information may be disclosed by the Foundation, Directors and officers, employees, agents and representatives of the Foundation, Eligible Recipients or other Persons.

ARTICLE XIV - INTERPRETIVE MATTERS AND CONVENTIONS

- 14.01 Gender and Number:** Any reference in this Funding Agreement to gender shall include all genders and words importing the singular number only shall include the plural and vice versa.
- 14.02 Headings:** The provision of a Table of Contents, the division of this Funding Agreement into Articles, Sections, Subsections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in the construction or interpretation of this Funding Agreement.
- 14.03 Statutory References:** Unless expressly stated to the contrary, any references in this Funding Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other Regulatory Authority shall be construed as a reference thereto as enacted at the date hereof as such law, by-law, rule, regulation, order or act may be amended, re-enacted or superseded from time to time.

- 14.04 Calculation of Time Period:** When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Funding Agreement, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next Business Day.
- 14.05 Performance on Holidays:** If under this Funding Agreement any payment or calculation is to be made or any other action is to be taken on a day which is not a Business Day, the payment or calculation is to be made, and that other action is to be taken, as applicable, on or as of the next day that is a Business Day.
- 14.06 References:** In this Funding Agreement, references to "hereof", "hereto", and "hereunder" and similar expressions mean and refer to this Funding Agreement taken as a whole and not to any particular Article, Section, Subsection or other subdivision, "Article", "Section", "Subsection" or other subdivision of this Funding Agreement followed by a number means and refers to the specified Article, Section, Subsection or other subdivision of this Funding Agreement.

ARTICLE XV – MISCELLANEOUS

- 15.01 Severability:** If any provision of this Funding Agreement is determined to be invalid or unenforceable by an arbitrator that provision shall be deemed to be severed herefrom and the remaining provisions of this Funding Agreement shall not be affected thereby and shall remain valid and enforceable; provided that in the event that any portion of this Funding Agreement shall have been so determined to be invalid or unenforceable (the "offending portion"), the Parties shall negotiate in good faith such changes to this Funding Agreement as will best preserve for the Parties the benefits and obligations of such offending portion.
- 15.02 Amendments:** This Funding Agreement may only be amended, modified or supplemented by a written agreement signed by both of the Parties; Her Majesty's execution of such agreement will be subject to internal review processes.
- 15.03 Meeting of the Parties:** Within the sixty days following the annual meeting of Members referred to in Section 11.05, the Parties may, at the request of either Party, meet to discuss the operation of the Foundation relating to the Funding Agreement, including the investment provisions.

15.04 Waiver: All waivers under this Funding Agreement must be made in writing and failure at any time to require any Party's performance of any obligations under this Funding Agreement shall not affect the right subsequently to require performance of that obligation. No waiver of any of the provisions of this Funding Agreement by either Party shall be deemed to constitute a waiver of such provision by the other Party or a waiver by such Party of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing duly executed by the Party to be bound thereby.

15.05 Governing Law: This Funding Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

15.06 Entire Agreement: This Funding Agreement constitutes the entire agreement between the Parties pertaining to the matters contemplated hereby and supersedes all prior agreements, understandings, negotiations and discussion, whether oral or written, of the Parties.

15.07 Indemnification and Limitation of Liability: The Foundation shall indemnify and hold harmless Her Majesty from and against all claims, losses, damages, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner, based upon, occasioned by, attributable to, or arising from any wilful or negligent act, omission or delay on the part of the Foundation, or the Directors, officers, employees or agents of the Foundation. Notwithstanding anything to the contrary contained herein, neither of the Parties will be liable for the indirect, or consequential damages of the other Party nor for loss of revenues or profits. Therefore, the Parties expressly acknowledge and agree that they will not be liable for each other's indirect, or consequential damages or for damages for lost profits or lost revenues under this Funding Agreement, regardless of whether such liability arises in tort (including negligence), contract, fundamental breach or breach of a fundamental term, misrepresentation, breach or warranty, breach of fiduciary duty, indemnification or otherwise.

15.07.01 Limitation of Liability arising from the Charter and Human Rights Legislation: The Foundation shall satisfy any judgement or order made by a court or human rights tribunal against Her Majesty which judgement or order determines that an act or omission of the Foundation or any entity funded by the Foundation to carry out the objects of the Foundation breached the Canadian Charter of Rights and Freedoms or human rights legislation in connection with the Eligible Project, by paying any damages or making good any financial liability and by making any modifications to

the actions of the Foundation or entity funded by the Foundation to comply with such judgement or order.

15.07.02 Survival: The provisions of Sections 14.07 and 14.07.01 shall survive termination of this Agreement with respect to matters arising prior to the termination of the Agreement.

15.08 Further Assurances: The Parties will, from time to time during the course of this Funding Agreement or upon its expiry and without further consideration, execute and deliver such other documents and instruments and take such further action as the other may reasonably require to effect the activities contemplated hereby.

15.09 Notices: Any notice, direction or other instrument required or permitted to be given under this Funding Agreement shall be in writing (including telecopier, telex or any other means of communication by which words are capable of being visibly and instantaneously reproduced at a distant point of reception) and given by delivering it or sending it by telecopy or other similar means of communication addressed:

(1) if to the Foundation, at:

Attention: Chief Executive Officer

Telecopier:

(2) if to the Minister at:

Telecopier:

Any such notice, direction or other instrument given as aforesaid shall be effective upon the date of delivery or transmission, as the case may be, unless delivered or transmitted on a day which is not a Business Day in which event it shall be deemed to be effective on the next Business Day. Either Party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to the Party at its changed address.

- 15.10 Time of the Essence:** Time shall be of the essence in this Funding Agreement.
- 15.11 Third Party Beneficiaries:** Each Party intends that this Funding Agreement shall not benefit or create any right or cause of action in, or on behalf of, any Person, other than the Parties and no Person, other than the Parties, shall be entitled to rely on the provisions hereof in any action, suit, proceeding, hearing or other forum.
- 15.12 Assignment and Successors:** This Funding Agreement and any rights or duties hereunder may not be transferred, assigned or delegated to any other Person by either Party without the express prior written consent of the other Party to this Funding Agreement, such consent not to be unreasonably withheld. This Funding Agreement shall inure to the benefit of and be binding upon the Parties, their successors and permitted assigns.
- 15.13 Relationship of the Parties:** Nothing contained in this Funding Agreement shall be construed to place the Parties in the relationship of partners or joint venturers and neither Party shall have any right to obligate or bind the other Party in any manner.
- Moreover, this is an agreement for the performance of a service and the Foundation is engaged under the Agreement as an independent entity for the sole purpose of providing a service. Neither the Foundation nor any of the Foundation's personnel is engaged under the Agreement as an employee, servant or agent of Her Majesty. For greater certainty, in no event will the Foundation or any of its Directors, officers, employees or agents be entitled to bind or obligate Her Majesty and in no event will any of the foregoing be considered to be an agent of Her Majesty. The Foundation agrees to be solely responsible for any and all applications, reports, payments, deductions, or contributions required to be made including those required for Canada or Quebec Pension Plans, Employment Insurance, Worker's Compensation or Income Tax.
- 15.14 Remedies Cumulative:** All rights, powers and remedies provided under this Funding Agreement or otherwise available in respect thereof at law or in equity shall be cumulative and not alternative and the exercise or beginning of the exercise of any thereof by either Party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such Party.
- 15.15 Costs and Expenses:** The Foundation shall pay all legal and accounting costs and expenses incurred by it in authorizing, preparing and executing this Funding Agreement.

- 15.16 Execution in Counterparts:** This Funding Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.
- 15.17 Excusable Delays:** The dates and times by which either Party is required to perform any obligation under this Funding Agreement shall be postponed automatically to the extent, for the period of time, that the Party is prevented from so performing by circumstances beyond its reasonable control. Said circumstances shall include acts of nature, strikes, lockouts, riots, acts of war, epidemics, government regulations imposed after the fact, fire, communications failures, power failures, earthquakes or other disasters.
- 15.18 Excluded Persons:** No member of the House of Commons or Senate shall be admitted to any share or part of this Funding Agreement nor to any benefit to arise therefrom. The members of the House of Commons and the Senate shall not be appointed as Directors on the Board.
- 15.19 Lobbyists:** Where lobbyists are used, the Foundation must ensure that the lobbyists are registered in accordance with the *Lobbyist Registration Act*, that no actual or potential conflict of interest exists, that the Foundation does not pay lobbyists on a contingency fee basis, and in circumstances where the Foundation contracts with the lobbyists to assist them when seeking grants from federal government entities, fees paid to lobbyists cannot be related to the value of the grants received.

IN WITNESS WHEREOF the Parties have caused, their duly authorized representatives to execute this Funding Agreement made the day of ,2006, as of the date first above written.

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS
REPRESENTED BY THE MINISTER OF CANADIAN HERITAGE AND
STATUS OF WOMEN

Minister of Canadian Heritage and Status of Women

FOR ABORIGINAL HEALING FOUNDATION

Chairman

SCHEDULE 9.01 - FEDERAL CONDITIONS FOR FUNDING THE RESIDENTIAL SCHOOLS HEALING STRATEGY

The following conditions shall be reflected at all times in either the Letters Patent of Incorporation and By-laws of the Foundation; or, in the Funding Agreement; or, both.

1. Composition of the Board shall reflect the interests of all Aboriginal People, and provide for a majority of First Nations representatives. The decision-making processes of the Board shall be fair and reflect the appropriate interests of all Aboriginal People.
2. Members of the Board shall not hold political office in any government or representative Aboriginal political organization.
3. A Board selection process, acceptable to the Government of Canada, shall be stipulated in the by-laws of said Foundation.
4. The Amount shall not be used as compensation to individuals, or to pay any costs for litigation or any public inquiry related to Indian Residential Schools.
5. Initiatives supported by the Amount shall focus on the healing needs of Aboriginal People affected by the Legacy of Indian Residential Schools, including the intergenerational impacts.
6. Disbursement of the Amount shall be fair and equitable, taking into account, and honouring, the geographical and demographic reality and the concentration across Canada of First Nations, Inuit and Métis who attended Indian Residential Schools, and those who are affected by the Legacy of Indian Residential Schools, including the intergenerational impacts.
7. The process for the assessment of initiatives to be supported by the Amount shall be transparent with clear selection criteria; this process will include a clearly defined appeal process for unsuccessful proposals.
8. Proposals submitted shall include clear objectives, time frames and expected outcomes.

9. Accountability will be achieved through public annual reports, including an annual auditor's report, as well as, a public communications and accountability strategy, including participation in public meetings.

SCHEDULE 11.01 - RULES FOR ARBITRATION

The following rules and procedures (the "Rules") shall apply with respect to any matter to be arbitrated by the Parties under the terms of this Funding Agreement.

1. INITIATION OF ARBITRATION PROCEEDINGS

- (a) If any Party to this Funding Agreement wishes to have any matter under the Funding Agreement arbitrated in accordance with the provisions of this Funding Agreement, it shall give notice to the other Party specifying particulars of the matter or matters in dispute and proposing the name of the individual it wishes to be the single arbitrator. Within 15 days after receipt of such notice, the other Party shall give notice to the first Party advising whether such Party accepts the arbitrator proposed by the first Party. If such notice is not given within such 15 day period, the other Party shall be deemed to have accepted the arbitrator proposed by the first Party. If the Parties do not agree upon a single arbitrator within such 15 day period, either Party may apply to a judge of the Ontario Court General Division under the Arbitration Act, as amended or substituted for from time to time, for appointment of a single arbitrator (the "Arbitrator").
- (b) The individual selected as Arbitrator shall be qualified by education and experience to decide the matter in dispute and shall be at arm's length from both Parties.

2. SUBMISSION OF WRITTEN STATEMENTS

- (a) Within 20 days of the appointment of the Arbitrator, the Party initiating the arbitration (the "Claimant") shall send the other Party (the "Respondent") a statement of claim ("Statement of Claim") setting out in sufficient detail the facts and any contentions of law on which it relies and the relief that it claims.
- (b) Within 20 days of the receipt of the Statement of Claim, the Respondent shall send the Claimant a statement of defence ("Statement of Defence") stating in sufficient detail which of the facts and contentions of law in the Statement of Claim it admits or denies, on what grounds and on what other facts and contentions of law it relies.

- (c) Within 20 days of receipt of the Statement of Defence, the Claimant may send the Respondent a statement of reply ("Statement of Reply").
- (d) All Statements of Claim, Defence and Reply shall be accompanied by copies (or, if they are especially voluminous, lists) of all essential documents on which the Party concerned relies and which have not previously been submitted by any Party.
- (e) After submission of all the Statements, the Arbitrator will give directions for the further conduct of the arbitration.

3. MEETINGS AND HEARINGS

- (a) The arbitration shall take place in the National Capital Region as described in the Schedule to the National Capital Act, or in such another place as the Claimant and the Respondent shall agree upon in writing. The arbitration shall be conducted in English unless otherwise agreed by such Parties and the Arbitrator. Subject to any adjournments which the Arbitrator allows, the final hearing will be continued on successive working days until it is concluded.
- (b) All meetings and hearings will be in private unless the Parties otherwise agree.
- (c) Each Party may be represented at any meetings or hearings by legal counsel.
- (d) Each Party may examine, cross-examine and re-examine all witnesses at the arbitration.
- (e) The Parties may agree to conduct the arbitration in part or in whole by way of written submission.

4. THE DECISION

- (a) The Arbitrator will make a decision in writing and, unless the Parties otherwise agree, will set out reasons for decision in the decision.
- (b) The Arbitrator will send the decision to the Parties as soon as practicable after the conclusion of the final hearing, but in any event no later than 60 days thereafter unless that time period is extended for a fixed period by the Arbitrator on written notice to each Party because of illness or other cause beyond the Arbitrator's control.

5. JURISDICTION AND POWERS OF THE ARBITRATOR

- (a) By submitting to arbitration under these Rules, the Parties shall be taken to have conferred on the Arbitrator the following jurisdiction and powers, to be exercised at the Arbitrator's discretion subject only to these Rules and in accordance with the law, with the object of ensuring the just, expeditious, economical and final determination of the dispute referred to arbitration.
- (b) Without limiting the jurisdiction of the Arbitrator at law, the Parties agree that the Arbitrator shall have jurisdiction to:
 - (i) determine any question of law arising in the arbitration;
 - (ii) determine any question as to the Arbitrator's jurisdiction;
 - (iii) determine any question of good faith, dishonesty or fraud arising in the dispute;
 - (iv) order any Party to furnish further details of that Party's case in fact or in law;
 - (v) proceed in the arbitration notwithstanding the failure or refusal of any Party to comply with these Rules or with the Arbitrator's orders or direction, or to attend any meeting or hearing, but only after giving that Party written notice that the Arbitrator intends to do so;
 - (vi) receive and take into account such written or oral evidence tendered by the Parties as the Arbitrator determines is relevant, whether or not strictly admissible in law;
 - (vii) make one or more interim awards;
 - (viii) hold meetings and hearings and make a decision (including a final decision) in Ontario or elsewhere with the concurrence of the Parties thereto;
 - (ix) order the Parties to produce to the Arbitrator and to each other for inspection and to supply copies of, any documents or classes of documents in their possession or power which the Arbitrator determines to be relevant;
 - (x) order the preservation, storage, sale or other disposal of any property or thing under the control of either of the Parties;

- (xi) make interim order to secure all or part of any amount in dispute in the arbitration; and
 - (xii) exercise the powers set out in section 11.02 and 11.03 of the Funding Agreement.
- (c) Without otherwise limiting the jurisdiction of the Arbitrator at law, the Arbitrator shall not make any order requiring the reimbursement of any part of the Amount to Her Majesty.

SCHEDULE "N"

MANDATE FOR THE TRUTH AND RECONCILIATION COMMISSION

There is an emerging and compelling desire to put the events of the past behind us so that we can work towards a stronger and healthier future. The truth telling and reconciliation process as part of an overall holistic and comprehensive response to the Indian Residential School legacy is a sincere indication and acknowledgement of the injustices and harms experienced by Aboriginal people and the need for continued healing. This is a profound commitment to establishing new relationships embedded in mutual recognition and respect that will forge a brighter future. The truth of our common experiences will help set our spirits free and pave the way to reconciliation.

Principles

Through the Agreement, the Parties have agreed that an historic Truth and Reconciliation Commission will be established to contribute to truth, healing and reconciliation.

The Truth and Reconciliation Commission will build upon the "Statement of Reconciliation" dated January 7, 1998 and the principles developed by the Working Group on Truth and Reconciliation and of the Exploratory Dialogues (1998-1999). These principles are as follows: accessible; victim-centered; confidentiality (if required by the former student); do no harm; health and safety of participants; representative; public/transparent; accountable; open and honourable process; comprehensive; inclusive, educational, holistic, just and fair; respectful; voluntary; flexible; and forward looking in terms of rebuilding and renewing Aboriginal relationships and the relationship between Aboriginal and non-Aboriginal Canadians.

Reconciliation is an ongoing individual and collective process, and will require commitment from all those affected including First Nations, Inuit and Métis former Indian Residential School (IRS) students, their families, communities, religious entities, former school employees, government and the people of Canada. Reconciliation may occur between any of the above groups.

Terms of Reference

1. Goals

The goals of the Commission shall be to:

- (a) Acknowledge Residential School experiences, impacts and consequences;
- (b) Provide a holistic, culturally appropriate and safe setting for former students, their families and communities as they come forward to the Commission;

- (c) Witness,¹ support, promote and facilitate truth and reconciliation events at both the national and community levels;
- (d) Promote awareness and public education of Canadians about the IRS system and its impacts;
- (e) Identify sources and create as complete an historical record as possible of the IRS system and legacy. The record shall be preserved and made accessible to the public for future study and use;
- (f) Produce and submit to the Parties of the Agreement² a report including recommendations³ to the Government of Canada concerning the IRS system and experience including: the history, purpose, operation and supervision of the IRS system, the effect and consequences of IRS (including systemic harms, intergenerational consequences and the impact on human dignity) and the ongoing legacy of the residential schools;
- (g) Support commemoration of former Indian Residential School students and their families in accordance with the Commemoration Policy Directive (Schedule "X" of the Agreement).

2. Establishment, Powers, Duties and Procedures of the Commission

The Truth and Reconciliation Commission shall be established by the appointment of "the Commissioners" by the Federal Government through an Order in Council, pursuant to special appointment regulations.

Pursuant to the Court-approved final settlement agreement and the class action judgments, the Commissioners:

- (a) in fulfilling their Truth and Reconciliation Mandate, are authorized to receive statements and documents from former students, their families, community and all other interested participants, and, subject to (f), (g) and (h) below, make use of all documents and materials produced by the parties. Further, the Commissioners are authorized and required in the public interest to archive all such documents, materials, and transcripts or recordings of statements received, in a manner that will ensure their preservation and accessibility to the public and in accordance with access and privacy legislation, and any other applicable legislation;

¹ This refers to the Aboriginal principle of "witnessing".

² The Government of Canada undertakes to provide for wider dissemination of the report pursuant to the recommendations of the Commissioners

³ The Commission may make recommendations for such further measures as it considers necessary for the fulfillment of the Truth and Reconciliation Mandate and goals.

- (b) shall not hold formal hearings, nor act as a public inquiry, nor conduct a formal legal process;
- (c) shall not possess subpoena powers, and do not have powers to compel attendance or participation in any of its activities or events. Participation in all Commission events and activities is entirely voluntary;
- (d) may adopt any informal procedures or methods they may consider expedient for the proper conduct of the Commission events and activities, so long as they remain consistent with the goals and provisions set out in the Commission's mandate statement;
- (e) may, at its discretion, hold sessions in camera, or require that sessions be held in camera;
- (f) shall perform their duties in holding events, in activities, in public meetings, in consultations, in making public statements, and in making their report and recommendations without making any findings or expressing any conclusion or recommendation, regarding the misconduct of any person, unless such findings or information has already been established through legal proceedings, by admission, or by public disclosure by the individual. Further, the Commission shall not make any reference in any of its activities or in its report or recommendations to the possible civil or criminal liability of any person or organization, unless such findings or information about the individual or institution has already been established through legal proceedings;
- (g) shall not, except as required by law, use or permit access to statements made by individuals during any of the Commissions events, activities or processes, except with the express consent of the individual and only for the sole purpose and extent for which the consent is granted;
- (h) shall not name names in their events, activities, public statements, report or recommendations, or make use of personal information or of statements made which identify a person, without the express consent of that individual, unless that information and/or the identity of the person so identified has already been established through legal proceedings, by admission, or by public disclosure by that individual. Other information that could be used to identify individuals shall be anonymized to the extent possible;
- (i) notwithstanding (e), shall require in camera proceedings for the taking of any statement that contains names or other identifying information of persons alleged by the person making the statement of some wrong doing, unless the person named or identified has been convicted for the alleged wrong doing. The Commissioners shall not record the names of persons so identified, unless the person named or identified has been

convicted for the alleged wrong doing. Other information that could be used to identify said individuals shall be anonymized to the extent possible;

- (j) shall not, except as required by law, provide to any other proceeding, or for any other use, any personal information, statement made by the individual or any information identifying any person, without that individual's express consent;
- (k) shall ensure that the conduct of the Commission and its activities do not jeopardize any legal proceeding;
- (l) may refer to the NAC for determination of disputes involving document production, document disposal and archiving, contents of the Commission's Report and Recommendations and Commission decisions regarding the scope of its research and issues to be examined. The Commission shall make best efforts to resolve the matter itself before referring it to the NAC.

3. Responsibilities

In keeping with the powers and duties of the Commission, as enumerated in section 2 above, the Commission shall have the following responsibilities:

- (a) to employ interdisciplinary, social sciences, historical, oral traditional and archival methodologies for statement-taking, historical fact-finding and analysis, report-writing, knowledge management and archiving;
- (b) to adopt methods and procedures which it deems necessary to achieve its goals;
- (c) to engage the services of such persons including experts, which it deems necessary to achieve its goals;
- (d) to establish a research centre and ensure the preservation of its archives;
- (e) to have available the use of such facilities and equipment as is required, within the limits of appropriate guidelines and rules;
- (f) to hold such events and give such notices as appropriate. This shall include such significant ceremonies as the Commission sees fit during and at the conclusion of the 5 year process;
- (g) to prepare a report;
- (h) to have the report translated in the two official languages of Canada and all or parts of the report in such Aboriginal languages as determined by the Commissioners;

- (i) to evaluate commemoration proposals in line with the Commemoration Policy Directive (Schedule "X" of the Agreement).

4. Exercise of Duties

As the Commission is not to act as a public inquiry or to conduct a formal legal process, it will, therefore, not duplicate in whole or in part the function of criminal investigations, the Independent Assessment Process, court actions, or make recommendations on matters already covered in the Agreement. In the exercise of its powers the Commission shall recognize:

- (a) the unique experiences of First Nations, Inuit and Métis former IRS students, and will conduct its activities, hold its events, and prepare its Report and Recommendations in a manner that reflects and recognizes the unique experiences of all former IRS students;
- (b) that the truth and reconciliation process is committed to the principle of voluntariness with respect to individuals' participation;
- (c) that it will build upon the work of past and existing processes, archival records, resources and documentation, including the work and records of the *Royal Commission on Aboriginal Peoples* of 1996;
- (d) the significance of Aboriginal oral and legal traditions in its activities;
- (e) that as part of the overall holistic approach to reconciliation and healing, the Commission should reasonably coordinate with other initiatives under the Agreement and shall acknowledge links to other aspects of the Agreement such that the overall goals of reconciliation will be promoted;
- (f) that all individual statements are of equal importance, even if these statements are delivered after the completion of the report;
- (g) that there shall be an emphasis on both information collection/storage and information analysis.

5. Membership

The Commission shall consist of an appointed Chairperson and two Commissioners, who shall be persons of recognized integrity, stature and respect.

- (a) Consideration should be given to at least one of the three members being an Aboriginal person;
- (b) Appointments shall be made out of a pool of candidates nominated by former students, Aboriginal organizations, churches and government;

- (c) The Assembly of First Nations (AFN) shall be consulted in making the final decision as to the appointment of the Commissioners.

6. Secretariat

The Commission shall operate through a central Secretariat.

- (a) There shall be an Executive Director in charge of the operation of the Commission who shall select and engage staff and regional liaisons;
- (b) The Executive Director and the Secretariat shall be subject to the direction and control of the Commissioners;
- (c) The Secretariat shall be responsible for the activities of the Commission such as:
 - (i) research;
 - (ii) event organization;
 - (iii) statement taking/truth-sharing;
 - (iv) obtaining documents;
 - (v) information management of the Commission's documents;
 - (vi) production of the report;
 - (vii) ensuring the preservation of its records;
 - (viii) evaluation of the Commemoration Policy Directive proposals.
- (d) The Executive Director and Commissioners shall consult with the Indian Residential School Survivor Committee on the appointment of the Regional Liaisons.
- (e) Regional liaisons shall:
 - (i) act as knowledge conduits and promote sharing of knowledge among communities, individuals and the Commission;
 - (ii) provide a link between the national body and communities for the purpose of coordinating national and community events;
 - (iii) provide information to and assist communities as they plan truth and reconciliation events, coordinate statement-taking/truth-sharing and event-recording, and facilitate information flow from the communities to the Commission.

7. **Indian Residential School Survivor Committee (IRSSC)**

The Commission shall be assisted by an Indian Residential School Survivor Committee (IRSSC).

- (a) The Committee shall be composed of 10 representatives drawn from various Aboriginal organizations and survivor groups. Representation shall be regional, reflecting the population distribution of Indian Residential Schools (as defined in the Agreement). The majority of the representatives shall be former residential school students;
- (b) Members of the Committee shall be selected by the Federal Government, in consultation with the AFN, from a pool of eligible candidates developed by the stakeholders;
- (c) Committee members are responsible for providing advice to the Commissioners on:
 - (i) the characteristics of a "community" for the purposes of participation in the Commission processes;
 - (ii) the criteria for the community and national processes;
 - (iii) the evaluation of Commemoration Policy Directive proposals;
 - (iv) such other issues as are required by the Commissioners.

8. **Timeframe**

The Commission shall complete its work within five years. Within that five year span, there are two timelines:

Two Year Timeline

- (a) Preparation of a budget within three months from being launched, under the budgetary cap provision in the Agreement;
- (b) Completion of all national events, and research and production of the report on historic findings and recommendations, within two years of the launch of the Commission, with the possibility of a 6 month extension, which shall be at the discretion of the Commissioners.

Five Year Timeline

- (a) Completion of the community truth and reconciliation events, statement taking/truth sharing, reporting to the Commission from communities, and closing ceremonies;
- (b) Establishment of a research centre.

9. Research

The Commission shall conduct such research, receive and take such statements and consider such documents as it deems necessary for the purpose of achieving its goals.

10. Events

There are three essential event components to the Truth and Reconciliation Commission: National Events, Community Events and Individual Statement-Taking/Truth Sharing. The Truth and Reconciliation process will be concluded with a final Closing Ceremony.

(A) National Events

The national events are a mechanism through which the truth and reconciliation process will engage the Canadian public and provide education about the IRS system, the experience of former students and their families, and the ongoing legacies of the institutions.

The Commission shall fund and host seven national events in different regions across the country for the purpose of:

- (a) sharing information with/from the communities;
- (b) supporting and facilitating the self empowerment of former IRS students and those affected by the IRS legacy;
- (c) providing a context and meaning for the Common Experience Payment;
- (d) engaging and educating the public through mass communications;
- (e) otherwise achieving its goals.

The Commission shall, in designing the events, include in its consideration the history and demographics of the IRS system.

National events should include the following common components:

- (f) an opportunity for a sample number of former students and families to share their experiences;
- (g) an opportunity for some communities in the regions to share their experiences as they relate to the impacts on communities and to share insights from their community reconciliation processes;
- (h) an opportunity for participation and sharing of information and knowledge among former students, their families, communities, experts, church and government officials, institutions and the Canadian public;

- (i) ceremonial transfer of knowledge through the passing of individual-statement transcripts or community reports/statements. The Commission shall recognize that ownership over IRS experiences rests with those affected by the Indian Residential School legacy;
- (j) analysis of the short and long term legacy of the IRS system on individuals, communities, groups, institutions and Canadian society including the intergenerational impacts of the IRS system;
- (k) participation of high level government and church officials;
- (l) health supports and trauma experts during and after the ceremony for all participants.

(B) Community Events

It is intended that the community events will be designed by communities and respond to the needs of the former students, their families and those affected by the IRS legacy including the special needs of those communities where Indian Residential Schools were located.

The community events are for the purpose of:

- (a) acknowledging the capacity of communities to develop reconciliation practices;
- (b) developing collective community narratives about the impact of the IRS system on former students, families and communities;
- (c) involving church, former school employees and government officials in the reconciliation process, if requested by communities;
- (d) creating a record or statement of community narratives - including truths, insights and recommendations - for use in the historical research and report, national events, and for inclusion in the research centre;
- (e) educating the public and fostering better relationships with local communities;
- (f) allowing for the participation from high level government and church officials, if requested by communities;
- (g) respecting the goal of witnessing in accordance with Aboriginal principles.

The Commission, during the first stages of the process in consultation with the IRSSC, shall develop the core criteria and values consistent with the Commission's mandate that will guide the community processes.

Within these parameters communities may submit plans for reconciliation processes to the Commission and receive funding for the processes within the limits of the Commission's budgetary capacity.

(C) Individual Statement-Taking/Truth Sharing

The Commission shall coordinate the collection of individual statements by written, electronic or other appropriate means. Notwithstanding the five year mandate, anyone affected by the IRS legacy will be permitted to file a personal statement in the research centre with no time limitation.

The Commission shall provide a safe, supportive and sensitive environment for individual statement-taking/truth sharing.

The Commission shall not use or permit access to an individual's statement made in any Commission processes, except with the express consent of the individual.

(D) Closing Ceremony

The Commission shall hold a closing ceremony at the end of its mandate to recognize the significance of all events over the life of the Commission. The closing ceremony shall have the participation of high level church and government officials.

11. Access to Relevant Information

In order to ensure the efficacy of the truth and reconciliation process, Canada and the churches will provide all relevant documents in their possession or control to and for the use of the Truth and Reconciliation Commission, subject to the privacy interests of an individual as provided by applicable privacy legislation, and subject to and in compliance with applicable privacy and access to information legislation, and except for those documents for which solicitor-client privilege applies and is asserted.

In cases where privacy interests of an individual exist, and subject to and in compliance with applicable privacy legislation and access to information legislation, researchers for the Commission shall have access to the documents, provided privacy is protected. In cases where solicitor-client privilege is asserted, the asserting party will provide a list of all documents for which the privilege is claimed.

Canada and the churches are not required to give up possession of their original documents to the Commission. They are required to compile all relevant documents in an organized manner for review by the Commission and to provide access to their archives for the Commission to carry out its mandate. Provision of documents does not require provision of original documents. Originals or true copies may be provided or originals

may be provided temporarily for copying purposes if the original documents are not to be housed with the Commission.

Insofar as agreed to by the individuals affected and as permitted by process requirements, information from the Independent Assessment Process (IAP), existing litigation and Dispute Resolution processes may be transferred to the Commission for research and archiving purposes.

12. National Research Centre

A research centre shall be established, in a manner and to the extent that the Commission's budget makes possible. It shall be accessible to former students, their families and communities, the general public, researchers and educators who wish to include this historic material in curricula.

For the duration of the term of its mandate, the Commission shall ensure that all materials created or received pursuant to this mandate shall be preserved and archived with a purpose and tradition in keeping with the objectives and spirit of the Commission's work.

The Commission shall use such methods and engage in such partnerships with experts, such as Library and Archives Canada, as are necessary to preserve and maintain the materials and documents. To the extent feasible and taking into account the relevant law and any recommendations by the Commission concerning the continued confidentiality of records, all materials collected through this process should be accessible to the public.

13. Privacy

The Commission shall respect privacy laws, and the confidentiality concerns of participants. For greater certainty:

- (a) any involvement in public events shall be voluntary;
- (b) notwithstanding 2(i), the national events shall be public or in special circumstances, at the discretion of the Commissioners, information may be taken in camera;
- (c) the community events shall be private or public, depending upon the design provided by the community;
- (d) if an individual requests that a statement be taken privately, the Commission shall accommodate;
- (e) documents shall be archived in accordance with legislation.

14. **Budget and Resources**

The Commission shall prepare a budget within the first three months of its mandate and submit it to the Minister of Indian Residential Schools Resolution Canada for approval. Upon approval of its budget, it will have full authority to make decisions on spending, within the limits of, and in accordance with, its Mandate, its establishing Order in Council, Treasury Board policies, available funds, and its budgetary capacity.

The Commission shall ensure that there are sufficient resources allocated to the community events over the five year period. The Commission shall also ensure that a portion of the budget is set aside for individual statement-taking/truth sharing and to archive the Commission's records and information.

Institutional parties shall bear the cost of participation and attendance in Commission events and community events, as well as provision of documents. If requested by the party providing the documents, the costs of copying, scanning, digitalizing, or otherwise reproducing the documents will be borne by the Commission.

SCHEDULE "O-1"**SECOND AMENDING AGREEMENT**

THIS AGREEMENT ENTERED INTO THIS _____ DAY OF _____, 2006

Between

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA
AS REPRESENTED BY
THE MINISTER RESPONSIBLE FOR
INDIAN RESIDENTIAL SCHOOLS RESOLUTION CANADA**
(hereinafter referred to as the "Government")

and

THE PRESBYTERIAN CHURCH IN CANADA,
(hereinafter referred to as the Church)

and

THE TRUSTEE BOARD OF THE PRESBYTERIAN CHURCH IN CANADA
(hereinafter referred to as the "Board")

WHEREAS the Government and the Church and Board participated in developing and operating residential schools for Aboriginal children in Canada;

AND WHEREAS the Government and the Church and Board are parties to an Agreement in Principle between themselves, plaintiffs, the AFN and certain other religious denominations, dated November 20, 2005 concerning the resolution of the legacy of the Indian Residential Schools;

AND WHEREAS the Government and the Church and Board entered into a Settlement Agreement (the Presbyterian Settlement Agreement) on February 13, 2003, and an Amending Agreement on May 10, 2004;

AND WHEREAS Section 8.1 of the Presbyterian Settlement Agreement provides that the Government shall negotiate with the Board and Church where it has concluded a Settlement Agreement with a denomination or church entity which include provisions that in their entirety are more favourable than those contained in the Presbyterian Settlement Agreement and the Government has confirmed its commitment to renegotiate the Presbyterian Settlement Agreement to give effect to section 8.1;

AND WHEREAS Section 8.5 of the Presbyterian Settlement Agreement provides that no amendment, supplement or waiver of any provision of that agreement or any other agreements

provided for or contemplated by that agreement, nor any consent to any departure by a party to that agreement or their representative shall in any event be effective unless it is in writing and signed by the Parties to that agreement and then the amendment, supplement, waiver or consent shall be effective only in the specific instance for the specific purpose for which it has been given;

AND WHEREAS the parties to the Presbyterian Settlement Agreement and the Amending Agreement have determined that amendments to them are desirable;

AND WHEREAS the Government and the Church and Board agree to share responsibility for abuse and other matters at the residential schools and to participate with others in a comprehensive resolution of the IRS legacy;

AND WHEREAS the Government and the Church and Board have been and remain committed to working jointly with Claimants to assist in their healing and to employ fair, safe, effective and timely processes to validate and resolve IRS Abuse Claims, which processes will seek to avoid causing additional trauma for Claimants while also protecting the reputations of those named as abusers from unfounded allegations;

AND WHEREAS the Government recognizes the importance of enabling the continuing contribution of the Church and Board in Canadian society and through this Agreement supports their collective ongoing viability;

THIS MEMORANDUM WITNESSETH:

PART I: DEFINITIONS

1.1 For all purposes of this Agreement, the definitions in the Presbyterian Settlement Agreement govern the meaning of the same capitalized terms used herein, other than the terms "Agreement", which means this Second Amending Agreement, and "Claimant", "Compensation", "Costs" and "IRS", which have the meaning as defined in this Agreement.

1.2 For the purpose of this Agreement, the Church includes The Foreign Mission Committee and the WMS.

1.3 The following additional definitions apply throughout this Agreement, and, unless specifically defined therein, in any subsequent documents entered into in furtherance of its objectives:

"Aboriginal Healing Foundation" or "AHF" means the non-profit corporation established under Part II of the *Canada Corporations Act*, R.S.C. 1970, c. C-32 to address the healing needs of Aboriginal people affected by Indian Residential Schools.

"Agreement", "hereto", "herein", and similar expressions refer to this Agreement and any amendments thereto, and include all Schedules attached to this Agreement.

“Agreement in Principle” means the agreement signed on November 20th, 2005 between the Government, as represented by The Hon. Frank Iacobucci, IRS plaintiffs, the AFN and, amongst others, The Presbyterian Church in Canada.

“Approval Orders” means the judgments or orders of the courts certifying the Class Actions and approving the Indian Residential Schools Settlement Agreement pursuant to the applicable class proceedings legislation or the common law.

“Assembly of First Nations” or “AFN” means the national representative organization of the First Nations in Canada created by Charter of its members in 1985.

“Catholic Settlement Agreement” means the agreement entered into between certain Catholic Entities, the • Corporation and the Government dated • , 2006.

“Claimant” means an individual who is entitled to make a claim under the Dispute Resolution Model or Independent Assessment Process established under the Indian Residential Schools Settlement Agreement or a former student of an IRS or other person who has opted out of the Settlement Agreement and has made an IRS Abuse Claim.

“Compensation” means damages, Costs and interest as awarded or agreed upon payable to a Claimant in an IRS Abuse Claim.

“Costs” means assessed costs, agreed upon costs, or DRM or IAP costs payable to a Claimant in an IRS Abuse Claim.

“Dispute Resolution Model” or “DRM” means the out of court process for the resolution of IRS Abuse Claims announced by the Minister Responsible for Indian Residential Schools Canada on November 6, 2003, as amended from time to time.

“Independent Assessment Process” or “IAP” means the process for validating and providing compensation for certain proven abuse claims as set out in Schedule D to the Indian Residential Schools Agreement, as modified by the Approval Orders or thereafter in accordance with a procedure approved by those judgments.

“IAP Claim” means a claim resolved through the IAP established by the Approval Orders.

“Indian Residential School” or “IRS” means one or more of the Indian Residential Schools set out in Schedule A to the Presbyterian Settlement Agreement and any other school added to such list pursuant to the process set out in the Indian Residential Schools Settlement Agreement provided that the Church or Board, or some other part of The Presbyterian Church in Canada had a presence or was otherwise associated with such school.

“Indian Residential Schools Settlement Agreement” or “IRSSA” means the Settlement Agreement dated • , 2006 (made between Canada; certain Plaintiffs, as represented by

the National Consortium, the Merchant Law Group and independent counsel; the AFN; Inuit representatives; and the Church Organizations as defined in the IRSSA) as approved by the Approval Orders.

“In-Kind Services” includes In-Kind Services, contributions, commitments or programs as the context may require.

“IRS Abuse Claim” means a continuing claim as defined for the IAP or, outside of the IAP, means an IRS Abuse Claim as defined in the Presbyterian Settlement Agreement.

“Other Released Claim” means any claim deemed to have been released pursuant to the Approval Orders.

“Presbyterian Fund for Healing and Reconciliation” or “PFHR” means the fund established by the Church and Board pursuant to this Agreement, such fund to be administered in accordance with the provisions of Schedule A.

“Presbyterian Settlement Agreement” means the agreement entered into on February 13, 2003 between Canada and the Church and Board.

1.4 For greater certainty, for purposes of this Agreement and the Presbyterian Settlement Agreement the definitions in this Agreement prevail over those in the IRSSA. Where a word or term is capitalized in this Agreement and not herein defined, then the definition in the IRSSA applies unless the context requires otherwise.

1.5 The following Schedules are appended to this Agreement and are incorporated into and form part of this Agreement by this reference as fully as if contained in the body of this Agreement:

Schedule A, The Presbyterian Fund for Healing and Reconciliation (“PFHR”); and

Schedule B, Full and Final Release in Claims by Persons who Opt Out of the IRSSA.

PART II CESSATION OF THE AMENDING AGREEMENT AND COMING INTO FORCE OF THIS AGREEMENT

2.1. The Presbyterian Amending Agreement dated May 10, 2004 has no application to IRS Abuse Claims resolved after this Agreement comes into force, and thereafter Section 2.18 of the Presbyterian Settlement Agreement applies to such claims.

2.2 This Agreement comes into force and will become effective and binding on the parties on the Implementation Date (see Article 1.01 of the IRSSA). For greater certainty, if the IRSSA does not become effective and binding, then this Agreement has no force and effect.

PART III
REPLACEMENT FINANCIAL AND SERVICE COMMITMENTS

3.1. The Settlement Fund established pursuant to Section 3.1 of the Presbyterian Settlement Agreement shall be maintained to the extent required by this Agreement.

3.2 The Settlement Amount is reduced to \$1,317,700 (which represents the Presbyterian equivalent of the dollar value of the financial and In-Kind Service contributions made in the Catholic Settlement Agreement, including the maximum amount to be raised through a Canada-wide fund raising campaign by the Catholic Entities less the amounts paid in Compensation by the Church and Board as of the date this Agreement comes into force. Any other amounts in the Settlement Fund may be withdrawn by the Church and Board.

3.3 Except as provided in Section 4.2 of the Presbyterian Settlement Agreement, the Board and Church have no further obligation to contribute to Compensation for IRS Abuse Claims.

3.4 For greater certainty, the Government agrees that it will be responsible for all further Compensation under the DRM, the IAP and all settlements and judgments for IRS Abuse Claims in favour of opt-out claimants. For greater certainty, this does not include settlements or judgments arising from claims for alleged loss or diminution of aboriginal language and culture. Should the Church or Board be named in any legal proceeding in which an IRS Abuse Claim is made, and the Government is not named, the Government agrees to indemnify the Church and Board for any Compensation for IRS Abuse Claims paid by them.

3.5 The parties agree that as of November 20, 2005 the sum of \$227,412 has been paid by the Church and Board in Compensation to Claimants for Validated Claims.

3.6 Within 60 days of this Agreement coming into force, the Government and the Church will agree on the amount of Compensation paid by the Church between November 20, 2005 and the date this Agreement comes into force (the "transition period"). If the amount paid in Compensation by the Church and Board between November 20, 2005 and the date upon which this Agreement comes into force exceeds \$489,540, then within 60 days of such agreement, the Government will pay to the Church and Board, jointly, such excess amount to be held in the Settlement Fund and applied in accordance with this Agreement.

3.7 No payments other than those provided for in Section 3.6 are required to be paid by the Government to the Church and/or Board to give effect to Section 8.1 of the Presbyterian Settlement Agreement under any circumstances.

3.8 Subject to Section 3.7, the balance in the Settlement Fund as of the date this Agreement comes into force shall be expended within no more than eight years in accordance with the following criteria:

3.8.1 Any amount in the Settlement Fund may, at the complete discretion of the Church and Board, be used to contribute to Compensation payable to a Claimant for an IRS

Abuse Claim, and the Government contribution to such Compensation shall be accordingly reduced.

3.8.2 Any amount in the Settlement Fund may be paid in grants for healing and reconciliation in accordance with Schedule A.

3.8.2.1 All decisions concerning the making of grants or the approval of In-Kind Services shall be made by the Presbyterian Fund for Healing and Reconciliation Committee ("PFHRC" or the "Committee") which shall be composed of three members appointed by the Anglican Council on Indigenous People, one member appointed by the AFN, two members appointed collectively by the Church and Board, and one member appointed by the Government. Decisions shall be made by a majority of the Committee's members.

3.8.2.2 The reasonable administration costs of operating the Committee may, with the consent in writing of the Government, be paid from the Settlement Fund. The Government may not unreasonably withhold the consent referred to in this Section.

3.8.3 Where In-Kind Services have been provided by the Church in accordance with this Part and Schedule A, and where the Government and the Church and the Board agree on the dollar value of such services, that dollar value may be withdrawn from the Settlement Fund by the Church and Board, provided that the total of such withdrawals does not exceed \$417,000.

3.8.3.1 "In-Kind" Services are subject to verification by the Committee and, on request by and at the expense of Government, to Government to ensure that the program or service provided, as implemented, meets the criteria in Schedule A and expenses are reasonable.

3.8.4 Any monies not paid out by the date set by Section 3.3 shall be transferred to the Aboriginal Healing Foundation, or to another charitable organization agreed upon unanimously by the Committee.

3.9 The Church and Board may reduce the amount in the Settlement Fund by any amount by which the Roman Catholic fundraising campaign falls short of raising \$25,000,000 multiplied by a factor of .01668.

3.9.1 No refund shall be paid to the Church and Board by the Government if before determining the shortfall referred to in Section 3.4 the Settlement Fund has paid out monies such that monies are not available to reduce the balance to reflect any Roman Catholic fundraising shortfall in whole or part.

3.9.2 The obligation of the Church and Board to pay the amount (in accordance with Schedule A to this Agreement) that is contingent on the Roman Catholic fundraising

campaign does not arise until such campaign has raised funds, and then only to the extent that funds are raised by the campaign multiplied by a factor of .01668.

3.9.3 Within 60 days of each anniversary date of the coming into force of this Agreement and for a period of 7 years thereafter, the Government shall provide the Church and Board with reasonable information as to the amount of money raised in the Roman Catholic Fundraising Campaign and paid into the Roman Catholic Healing and Reconciliation Fund.

3.9.4 For purposes of calculations under this Agreement, the Roman Catholic fundraising campaign will terminate seven years from the date this Agreement comes into force or such longer period as may be agreed to by the Church and Board and the Government, but in no case shall the period exceed 10 years from the coming into force of this Agreement.

3.10 The Trustee Board of The Presbyterian Church in Canada shall hold the Settlement Fund, less any monies properly paid out from it, within its consolidated financial portfolio, which is governed by the Church's Statement of Investment Policies and Procedures (SIP&P). This portfolio is to be managed professionally under the direction and ongoing supervision of the Trustee Board of the Church with a desired return objective set at 3% above the rate of increase in the CPI before fees. The asset mix is to be fixed income 55%, Canadian Equities 20%, Canadian small Cap equities 5%, US Equities 10%, and International Equities 10%.

3.11 Section 4.2 of the Presbyterian Settlement Agreement is amended to provide that the Government shall reimburse the Church and Board as if the release and indemnity provided for in Sections 4.7 and 4.8 thereof were in force, whether or not it they are force at the time of the payment by the Church and the Board.

3.12 Section 3.6 of the Presbyterian Settlement Agreement is amended by adding as instances of default a breach of any of the obligations under this agreement to pay money or provide In-Kind Services pursuant to the terms of this Agreement.

3.13 The Church and Board will, upon request by the Government, provide the Government with access to any documents in the possession of the Church or Board that could assist with validation of applications for the Common Experience Payment (CEP) as that term is defined in the IRSSA, all at the expense of the Government.

PART IV IRS ABUSE CLAIMS RESOLUTION

4.1 Part II of the Presbyterian Settlement Agreement, except for Sections 2.2.2, 2.2.3, 2.3, 2.4, 2.17 and 2.18, is repealed and of no further force and effect. Sections 4.1, 4.3, 4.5, 4.6, and 5.6.3 of the Presbyterian Settlement Agreement are also repealed and of no further force and effect. In addition:

4.1.1 Section 2.18.1 is replaced by a provision that the releases shall be in conformity with the releases as provided for in the IRSSA Articles 4.06, 11.01, 11.02 and Schedule P, and the Approval Orders, in the case of Class Members, Cloud Class Members and Non-resident Claimants, and Schedule B hereto in the case of persons who opt-out of the IRSSA, all as set out in Section 4.11 of this Agreement.

4.1.2 Sections 4.7 and 4.8 thereof are amended to provide that their release and indemnity provisions come into effect when there has been full compliance with the provisions of this Agreement concerning the payment of monies into and out of the Settlement Fund.

4.1.3 The remaining provisions of Parts II, IV and V are deemed to be amended to give full force and effect to this Part.

4.2 As long as there is a prospect of settling a claim solely on the basis of the allegations which fall within the definition of an IRS Abuse Claim, it is to be treated as such for the purposes of this Agreement notwithstanding the fact that claims for alleged loss or diminution of aboriginal language or culture or other claims falling outside the definition are also being made.

4.3 In the case of a claim being resolved through the IAP or the DRM, the rights of the Church and Board to participate are as set out therein.

4.4 The Government will participate in and may conclude negotiations to determine the amount of Compensation in any settlement of an IRS Abuse Claim or claim arising under the IAP on terms acceptable to the Government and the Claimant without recourse to the Church and Board.

4.4.1 Where the Church and the Board advise the Government in writing that they wish to be consulted before the Government settles an IAP claim from an IRS without holding a hearing, the Government will so consult provided that the Church and the Board engage in such consultation within an interval of no more than one week from notification by the Government of its intent.

4.5 Where a trial is held in a matter arising under the IAP, neither the Government nor the Church nor Board will rely upon the defence of limitations of the doctrine of laches or other defence not going to the merits.

4.6 The Government will in a timely manner provide the Church and Board with copies of IRS Statements of Claim served on the Government, and copies of Notices of Examinations it serves on IRS Claimants with claims from an IRS in order to facilitate informed decisions about potential participation by the Church and the Board.

4.6.1 The Church and Board may, by notice in writing to the Government, request that copies of the above documents not be forwarded to it either generally or in certain classes of cases, and the Government will respect that request except in such cases where it requires the cooperation of the Church and Board to resolve the claim.

4.7 Where IRS Abuse Claims are being advanced in litigation, the Government and the Church and Board will notify the other of any settlement overtures from claimants, and will work together to develop a joint position for settlement discussions and, if necessary, for trial.

4.7.1 The Church and Board, or any of them, may relieve the Government of the obligations in Section 4.7, as it applies to them, by written notice to the Government.

4.8 Where an IRS Abuse Claim is based on intentional torts arising prior to May 14, 1953, the Government will assert immunity if the matter proceeds to trial and will play no role in the defence after a court finds such immunity. The Government will provide written notice of its intention to the Church and Board not later than 120 days before the start of such trial, and the Church and Board will defend the claims or otherwise settle them.

4.8.1 The Government agrees to wholly indemnify the Church and Board for all Compensation paid to a Claimant pursuant to this Section or Section 4.2 of the Presbyterian Settlement Agreement; and

4.8.2 The Government will further indemnify the Church and Board for legal fees and expenses incurred by them in defending an IRS Abuse Claim based on an intentional tort arising prior to May 14, 1953 for the period of time from and after a court has dismissed the claim against the Government based on Crown immunity to the date of resolution of the claim. The indemnification will be in an amount as agreed between the Government and the Church and Board, or as determined in accordance with Part VII of the Presbyterian Settlement Agreement. In the event of resort to Part VII the parties and any Mediator appointed under Section 7.6 of the Presbyterian Settlement Agreement shall have regard to the rules, principles and caselaw that would apply in the taxation of a solicitor and own client account in the province or territory where the claim was brought.

4.9 Where the Church and Board receive from the IAP Secretariat a copy of a Claimant's IAP application or receive from the Government a copy of an application to the DR Model, the Church and Board agree to be bound by trust conditions imposed on it with respect to confidentiality or, if it does not so agree in one or more instances, to return the document(s) without copying, reading or making use of it in any way.

4.10 In IAP, where the Church and Board elect not to participate in the validation, resolution or defence of IRS Abuse Claims to the extent the following provisions do not conflict with Appendix III of the IAP, then the Government will:

4.10.1 Provided a witness statement is submitted in advance, or the individual provides a full interview to the Government, the Government will pay the reasonable travel and accommodation costs of a member, employee or former employee of the Church or Board to appear at a DRM or an IAP hearing. In other proceedings involving IRS Abuse Claims, the Government will only be responsible for any expense related to the participation of the member, employee or former employee of the Church or Board where the Government requires the participation of such member, employee or former employee for its own purposes; and

4.10.2 The Government will participate in and may conclude negotiations to determine the amount of Compensation in any settlement.

4.11 Releases by Class Members, Cloud Class Members and Non-resident Claimants are as provided for in the IRSSA, specifically Articles 4.06, 11.01, 11.02 and Schedule P, and the Approval Orders. As part of any resolution of a claim brought by any person not bound by the IRSSA arising out of or in relation to an Indian Residential School or the operation generally of Indian Residential Schools, the Government will concurrently secure from the claimant a dismissal of the claim and release for itself and the Church from any and all past, present and future claims, whether or not now known to or existing at law, arising from or connected to, directly or indirectly, an Indian Residential School.

4.11.1 The release by a person not bound by the IRSSA shall be in the form attached as Schedule B.

**PART V:
RESOLUTION OF DISPUTES
CONCERNING THIS AGREEMENT**

5.1 Any disputes concerning the application or interpretation of this agreement shall be resolved pursuant to the provisions of Part VII of the Presbyterian Settlement Agreement.

**PART VI:
GENERAL**

6.1 Notice shall be given, save as otherwise specifically provided, in writing addressed to the party for whom it is intended and shall be deemed received by the other party on the day it is signed for if sent by certified mail, and if sent by facsimile or email, it shall be deemed received on the business day next following the date of transmission. The mailing, facsimile and email addresses of the parties shall be:

As to the Church and the Board:

The Presbyterian Church in Canada
50 Wynford Drive
Toronto, Ontario, M3C 1J7

Attention: The Rev. Stephen Kendall
Fax: 416 441 2825

Copy to:
Cassels Brock & Blackwell LLP
Barristers and Solicitors
40 King Street West
Suite 2100

Toronto, Ontario, M5H 3C2

Attention: John Page
 Fax: 416 640 3038

As to the Government:

Deputy Head,
 Office of Indian Residential Schools Resolution of Canada,
 3rd floor, 90 Sparks Street
 Ottawa, Ontario, K1A 0H4

Fax: 613 996 2811

Copy to:
 Department of Justice Legal Services,
 5th floor, 90 Sparks Street
 Ottawa, Ontario, K1A 0H4

Attention: Senior Counsel
 Fax: 613 996 1810

Copy to:
 Deputy Attorney General of Canada,
 Department of Justice Building
 284 Wellington Street
 Ottawa, Ontario, K1A 0H8

Attention: Assistant Deputy Attorney General, Aboriginal Law
 Fax: 613 996 4737

or any other mailing, facsimile or email addresses as the parties from time to time may notify each other of in writing.

6.2 This Agreement shall be binding on and enure to the benefit of the Church and Board and their successors and assigns and the Government.

6.3 Any provision of this Agreement which is or becomes prohibited or unenforceable in any jurisdiction that governs the interpretation, applicability or enforceability of this Agreement shall not invalidate or impair the remaining provisions of this Agreement which shall be deemed severable from the prohibited or unenforceable provision and any prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable that provision in any other jurisdiction.

6.4 No amendment, supplement or waiver of any provision of this Agreement or any other agreements provided for or contemplated by this Agreement, nor any consent to any departure by

a party to this Agreement or their representative shall in any event be effective unless it is in writing and signed by the parties to this Agreement and then the amendment, supplement, waiver or consent shall be effective only in the specific instance for the specific purpose for which it has been given.

6.5 No waiver or act or omission of a party to this Agreement shall extend to or be taken in any manner whatsoever to affect any subsequent event of default or breach by that party of any provision of this Agreement or the results or the rights resulting from it.

6.6 Time shall be of the essence in this Agreement.

6.7 No Member of the House of Commons or Senate may participate in or derive a benefit through this Agreement other than as a member or officer of the Church and the Board or as a Claimant.

6.8 This Agreement and the Presbyterian Settlement Agreement as amended by this Agreement constitute the entire Agreement among the parties and cancel and supersede any prior agreements, undertakings, declarations or representations, written or verbal in respect of them.

6.9 This Agreement shall be interpreted in accordance with the laws in force in the Province of Ontario, subject always to any paramount or applicable federal laws. Nothing in this Agreement is intended to or is to be construed as limiting, waiving or derogating from any federal Crown prerogative.

6.10 The Government and the Church and Board acknowledge that the participation in the negotiations leading to the execution of this Agreement, and the execution of this Agreement, does not constitute any admission by the Government or the Church and the Board that they have any legal or financial liability to any party in relation to claims arising from or connected to the operation of an IRS. The Government and the Church and Board agree that they will not advance as evidence or argument in any legal claim against each other in relation to claims arising from or connected to the operation of an IRS, the negotiations leading to and the execution of this Agreement.

SCHEDULE A**THE PRESBYTERIAN FUND FOR HEALING AND RECONCILIATION ("PFHR")**

1. The PFHR Committee established under Section 3.8.2.1 of this Agreement shall receive applications for initiatives or programs designed to assist with healing and reconciliation for former IRS students and their families and communities, and shall make grants or approve In-Kind Services in accordance with the terms of this Agreement.
2. The Committee will approve only those In-Kind Services which are new programs or services, or increments to existing programs or services. In addition to receiving applications from community groups, the Committee will also accept applications for grants and funding of In-Kind Services from the Church, but only to fund healing and reconciliation work which is independent of a denominational, religious ministry. Where an existing application for grants and funding of In-Kind Services is proposed the Committee may approve the application for grants or In-Kind Service to the extent that the Committee believes the In-Kind Service or some part thereof is new or would not otherwise continue.
3. The following criteria shall be applied to applications for grants and for the approval of In-Kind Services. Criteria a) and b) are mandatory in all circumstances, and the Committee shall have regard to the remaining criteria in assessing each application:
 - a) Is the program open to all Aboriginal people and groups regardless of denomination?
 - b) Does the program foster health, healing and reconciliation, which can include the building of relationships of mutual respect and trust between Aboriginal and non-Aboriginal participants?
 - c) Do Aboriginal people have input in developing and delivery of the program?
 - d) Has the program been effective in the past?
 - e) To what extent are Aboriginal communities involved in the program?
 - f) Does the program or service deal with former students, or their families and communities and the aftermath of IRS including providing assistance with the recovery of their histories?
 - g) What portion of the overall cost of the program addresses the social, psychological, and health issues without regard to religiosity?
4. For greater certainty, the costs or efforts expended in participation at any part of the work of the Truth and Reconciliation Commission, or in proceedings to resolve an IRS claim do not qualify for approval by the Committee.

5. Notwithstanding section 2 of this Schedule, the Committee as an interim measure may credit the value of a program or service offered between March 31, 2005 and the coming into force of this agreement toward the In-Kind Service contribution provided that:

- a) it meets the criteria set out in sections 3 and 4 of this Schedule;
- b) the program or service did not exist before March 31, 2005 unless otherwise agreed to by Canada;
- c) the same program or service cannot be certified for a period following the coming into force of this Agreement unless it can be shown that it would not otherwise continue; and
- d) in no case shall the total amount credited for programs and services provided before the coming into force of this Agreement exceed \$23,000.

6. The parties agree that the Committee may meet and make decisions under article 5 of this Schedule before the coming into force of this Agreement, and that following the coming into force of this Agreement the decisions the Committee makes in this period shall be ratified without further review and the costs and reasonable expenses incurred shall be reimbursed by the Church and Board and to the credit of their debt under this Agreement. For greater certainty, should this Agreement not come into force the decisions made under articles 5 and 6 shall have no force or effect and the Corporation has no obligation to make reimbursement.

SCHEDULE B

**FULL AND FINAL RELEASE IN CLAIMS BY PERSONS WHO OPT OUT OF THE
IRSSA**

IN CONSIDERATION of the payment of the sum of \$10.00 and other good and valuable consideration, all inclusive, all of which is directed to be paid to my solicitors, _____, in trust:

1. I, _____, fully, finally and forever release and discharge, separately and severally, each of

(a) Her Majesty the Queen in Right of Canada, the Attorney General of Canada, their successors and assigns, and their Ministers, officers, employees, servants, partners, principals, attorneys, subrogees, representatives and agents; and

(b) the [Church Organization] and its predecessors, successors, transferees assigns, and their officers, employees, members, servants, directors, shareholders, partners, principals, attorneys, insurers, subrogees, representatives, administrators, receivers and agents;

(the "Releasees") from any and all actions or causes of action, liabilities, claims and demands whatsoever of every nature or kind for damages, contribution, indemnity, costs, expenses and interest which I ever had, now have or may in the future have against them (whether I now know about these claims or causes of action or not) arising from or in any way related to

(a) my attendance, presence and/or experiences at any Indian Residential School; and

(b) the operation of any Indian Residential School.

2. Paragraph 1 of this Release extends to claims that belong to and could be made by me personally, whether asserted directly by me, or by any other person, group or legal entity on my behalf or as my representative, through a class action or otherwise.
3. In addition, I fully, finally and forever release and discharge the Releasees from any and all claims which were or could have been asserted against them by me in an action against some or all of the Releasees, being [Court file no.] issued in the [Court Registry] of the [proper name of court], for compensation, damages and other relief relating to my attendance, presence and/or experiences at _____ Indian Residential School (the "Action"). I agree to the dismissal of the Action.
4. The claims and causes of action referred to in paragraphs 1 to 3 are referred to in this Release as "the Released Claims".

5. I will not make any further claims of any kind against the Releasees with respect to the Released Claims.
6. I understand that if at any time I, or anyone on my behalf, make any further claim or demand, or threaten to start an action against any of the Releasees in respect of any of the Released Claims, the Releasees may rely on this Release as an estoppel and a complete defence to any such claim or action.
7. I represent and warrant that I have not assigned any of the Released Claims to any person or corporation.
8. I agree that I will not make any or continue any claim in relation to the Released Claims against any person or corporation who could claim for any or all of the damages, contribution or indemnity or other relief in respect of my claim from any of the Releasees whether pursuant to the provisions of the *Negligence Act* (Province or Territory) or its counterpart in other common law jurisdictions, the common law, or any other statute of any jurisdiction.
9. I further agree to indemnify the Releasees in respect of claims that may be brought against them by any person, legal entity, government or government agency that arise out of or are in any way connected with payments made to me by that person, legal entity, government or government agency in relation to the Released Claims. This indemnity includes, but is not restricted to, claims relating to medical and/or dental services or treatment provided to me, and claims relating to compensation paid to me by any government or government agency authority for any of the Released Claims that are criminal assaults.
10. If I later commence a claim that is not a Released Claim for damages for harm or injuries which are the same as or similar to the harm or injuries resulting from the Released Claims, and the Releasees or any of them are made parties to such action, the fact and amount of this Release, as well as the details of the damages or harm which I claimed in the Released Claims, may be disclosed by the Releasees to the court in the context of such later claim.
11. I acknowledge and declare that I fully understand the terms of this Release, and that I have signed the Release voluntarily. I further acknowledge that I have sought and obtained legal advice in respect of the Released Claims and this Release.

12. I understand that the Releasees do not admit any liability to me by acceptance of this Release or by any payment that may be made to me.

I have signed this Release the ____ day of _____, 200_.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness

[Name of Releasor]

Address

Seal

Occupation

SCHEDULE "O-2"**AMENDING AGREEMENT**

THIS AGREEMENT ENTERED INTO THIS ____ DAY OF _____, 2006

Between

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA
AS REPRESENTED BY
THE MINISTER RESPONSIBLE FOR THE OFFICE OF
INDIAN RESIDENTIAL SCHOOLS RESOLUTION CANADA**
(hereinafter referred to as the "Government")

and

THE ANGLICAN ENTITIES LISTED IN SCHEDULE A TO THIS AGREEMENT
(herein after referred to as the "Anglican Entities")

and

THE ANGLICAN CHURCH OF CANADA RESOLUTION CORPORATION
(hereinafter referred to as the "Corporation")

WHEREAS the Government and the certain of the Anglican Entities participated in developing and operating residential schools for Aboriginal children in Canada;

AND WHEREAS the Government and the Anglican Entities are parties to an Agreement in Principle between themselves, plaintiffs, the AFN and certain other religious denominations, dated November 20, 2005 concerning the resolution of the legacy of the Indian Residential Schools;

AND WHEREAS the Government and certain of the Anglican Entities entered into a Settlement Agreement (the Anglican Settlement Agreement) on March 11, 2003, and the Government and other Anglican Entities entered into Contribution and Cooperation Agreements and General Synod Support Agreements on or about the same date;

AND WHEREAS Section 8.1 of the Anglican Settlement Agreement provides that the Government shall negotiate with the Anglican Entities where it has concluded a Settlement Agreement with a denomination or church entity which include provisions that in their entirety are more favourable than those contained in the Anglican Settlement Agreement and the Government has confirmed its commitment to renegotiate the Anglican Settlement Agreement to give effect to section 8.1;

AND WHEREAS Section 8.5 of the Anglican Settlement Agreement provides that no amendment, supplement or waiver of any provision of that agreement or any other agreements provided for or contemplated by that agreement nor any consent to any departure by a party to that agreement or their representative shall in any event be effective unless it is in writing and signed by the Parties to that agreement and then the amendment, supplement, waiver or consent shall be effective only in the specific instance for the specific purpose for which it has been given;

AND WHEREAS the parties to the Anglican Settlement Agreement and the other agreements referred to above have determined that amendments to it are desirable;

AND WHEREAS the Government and the Anglican Entities agree to share responsibility for abuse and other matters at the residential schools and to participate with others in a comprehensive resolution of the IRS legacy;

AND WHEREAS the Government and the Anglican Entities have been and remain committed to working jointly with Claimants to assist in their healing and to employ fair, safe, effective and timely processes to validate and resolve IRS Abuse Claims, which processes will seek to avoid causing additional trauma for Claimants while also protecting the reputations of those named as abusers from unfounded allegations;

AND WHEREAS the Government recognizes the importance of enabling the continuing contribution of the Anglican Entities in Canadian society and through this Agreement supports their collective ongoing viability;

THIS MEMORANDUM WITNESSETH:

PART I: DEFINITIONS

1.1 For all purposes of this Agreement, the definitions in the Anglican Settlement Agreement govern the meaning of the same capitalized terms used herein, other than the term "Agreement" which means this amending agreement and "Claimant", "Compensation", "Costs", and "IRS" which have the meaning as defined in this Agreement.

1.2 The following additional definitions apply throughout this Agreement, and unless specifically defined therein, in any subsequent documents entered into in furtherance of its objectives:

"Aboriginal Healing Foundation" or "AHF" means the non-profit corporation established under Part II of the *Canada Corporations Act*, R.S.C. 1970, c. C-32_ to address the healing needs of Aboriginal people affected by Indian Residential Schools.

“Agreement”, “hereto”, “herein”, and similar expressions refer to this Agreement and any amendments thereto and include all Schedules attached to this Agreement.

“Agreement in Principle” means the agreement signed on November 20th, 2005 between the Government as represented by The Hon. Frank Iacobucci, IRS plaintiffs, the AFN and among others, the General Synod of the Anglican Church of Canada.

“Anglican Entities” means the bodies set out in Schedule A hereto.

“Anglican Fund for Healing and Reconciliation” or “AFHR” means the Fund established by the Anglican Entities and the Corporation pursuant to this Agreement, such Fund to be administered in accordance with the provisions of Schedule B.

“Anglican Fund for Healing and Reconciliation Committee” or “AFHRC” means the Committee established by the Anglican Entities and the Corporation to administer grants and approve In-Kind Services pursuant to this Agreement.

“Anglican Settlement Agreement” means the agreement entered into on March 11, 2003 between Canada and the Anglican Entities.

“Approval Orders” means the judgments or orders of the courts certifying the Class Actions and approving the Indian Residential Schools Agreement pursuant to the applicable class proceedings legislation or the common law.

“Assembly of First Nations” or “AFN” means the national representative organization of the First Nations in Canada created by Charter of its members in 1985.

“Catholic Settlement Agreement” means the agreement entered into between certain Catholic Entities, the • Corporation and the Government dated for reference • , 2006.

“Claimant” means an individual who is entitled to make a claim under the Dispute Resolution Model or Independent Assessment Process established under the Indian Residential Schools Settlement Agreement or a former student of an IRS or other person who has opted out of the Settlement Agreement and has made an IRS Abuse Claim.

“Compensation” means damages, Costs and interest as awarded or agreed upon payable to a Claimant in an IRS Abuse Claim.

“Costs” means assessed costs, agreed upon costs, or DRM or IAP costs payable to a Claimant in an IRS Abuse Claim.

“Dispute Resolution Model” or “DRM” means the out of court process for the resolution of IRS Abuse Claims announced by the Minister Responsible for Indian Residential Schools Canada on November 6, 2003, as amended from time to time.

“Government” means the Government of Canada.

“Independent Assessment Process” or “IAP” means the process for validating and providing compensation for certain proven abuse claims as set out in Schedule D to the Indian Residential Schools Settlement Agreement, as modified by the Approval Orders or thereafter in accordance with a procedure approved by those judgements.

“IAP Claim” means a claim resolved through the IAP established by the Approval Orders.

“Indian Residential School” or “IRS” means one or more of the Indian Residential Schools set out in Schedule E or F to the Indian Residential Schools Settlement Agreement and any other school added to such list pursuant to the process set out in the aforesaid Settlement Agreement at which any of the Anglican Entities had a presence or was otherwise associated with such school, or within whose territorial jurisdiction such school operated.

“Indian Residential Schools Settlement Agreement” or “IRSSA” means the Settlement Agreement dated • , 2006 (made between Canada; certain Plaintiffs, as represented by the National Consortium, the Merchant Law Group and independent counsel; the AFN; Inuit representatives; and the Church Organizations as defined in the IRSSA) as approved by the Approval Orders.

“In-Kind Services” includes In-Kind Services, contributions, commitments or programs as the context may require.

“IRS Abuse Claim” means a continuing claim as defined for the IAP or outside of the IAP means an IRS Abuse Claim as defined in the Anglican Settlement Agreement.

“Other Released Claim” means any claim deemed to have been released pursuant to the Approval Orders.

1.3 For greater certainty, for purposes of this Agreement and the Anglican Settlement Agreement the definitions in this Agreement and the Anglican Settlement Agreement prevail over those in the IRSSA. Where a word or term is capitalized in this Agreement and not herein defined then the definition in the IRSSA applies unless the context requires otherwise.

1.4 The following Schedules are appended to this Agreement and are incorporated into and form part of this Agreement by this reference as fully as if contained in the body of this Agreement:

Schedule A, List Of the Anglican Entities;

Schedule B, The Anglican Fund for Healing and Reconciliation ("AFHR");

Schedule C, Full and Final Release in Claims by Persons who Opt Out of the IRSSA;

Schedule D, Process For Providing Documents to The Truth And Reconciliation Commission;

Schedule E, Sections of IRSSA Incorporated by Reference; and

Schedule F, Notice Information for Anglican Entities (other than The General Synod, The Missionary Society and the Corporation).

PART II COMING INTO FORCE

2.1 This Agreement comes into force and will become effective and binding on the parties on the Implementation Date (see Article 1.01 of the IRSSA). For greater certainty, if the IRSSA does not become effective and binding, then this Agreement has no force and effect.

2.2 For greater certainty, this Agreement amends not only the Anglican Settlement Agreement but, as well, the said agreement as attached to the Contribution and Cooperation Agreements and the General Synod Support Agreements, and each of those agreements to the extent necessary to give full force and effect to this Agreement.

PART III REPLACEMENT FINANCIAL AND SERVICE COMMITMENTS

3.1 The Settlement Fund established pursuant to Section 3.1 of the Anglican Settlement Agreement shall be maintained to the extent required by this Agreement and the Corporation shall also establish and manage a segregated fund to be known as the Anglican Fund for Healing and Reconciliation ("AFHR").

3.1.1 The AFHR will be the source of payments to be made in accordance with Schedule B and will be operated and managed as provided for in this Agreement.

3.1.2 The Corporation shall manage the financial affairs of the AFHR, but all decisions concerning the making of grants from the AFHR or the approval of In-

Kind Services shall be made by an AFHR Committee (the "Committee") composed of three members appointed by the Anglican Council on Indigenous Peoples; one member appointed by the AFN, two members appointed by the Council of the General Synod and one member appointed by the Government. Decisions shall be made by a majority of the Committee's members.

3.1.3 The terms on which funds are transferred by the Corporation to the AFHR shall require that the Committee make payments from the Fund exclusively in accordance with the provisions of Schedule B. The AFHR Committee shall provide the Government with quarterly financial statements on its operations within sixty days of the end of each quarter.

3.1.4 Interest accruing on the AFHR shall be used first for the payment of its reasonable administration expenses. Should the reasonable administration expenses of the AFHR exceed, on an annual basis, the amount of interest accrued on the AFHR, then the excess amount of such expenses may be paid by the Corporation, with the consent in writing of the Government from the Settlement Fund. The Government may not unreasonably withhold the consent referred to in this Section. Amounts of accrued interest not required to pay the reasonable expenses of the AFHR on an annual basis will be added to the monies in the AFHR available for the making of grants as provided for in Schedule B.

3.1.5 The funds in the AFHR must be paid out under the terms of this Agreement within twelve years of it coming into force, and any monies not paid out by that date shall be transferred to the Aboriginal Healing Foundation, or to another charitable organization agreed upon unanimously by the Committee.

3.2 Sections 3.3 to 3.6 of the Anglican Settlement Agreement are repealed, and replaced by the following provisions:

Amounts to be Held and Paid Out of the Settlement Fund and AFHR

3.3.1 The parties agree that the total amount the Anglican Entities are required to contribute towards IRS Abuse Claims and healing and reconciliation is \$15,687,188 ($\$79,000,000 \times 19.8572$ percent), which is the Anglican proportionate equivalent of the maximum amounts required to be contributed by the Catholic Entities for healing and reconciliation, In-Kind Services and through a Canada-wide fund raising campaign under the terms of the Catholic Settlement Agreement.

3.3.1A The parties agree that as at November 20, 2005 the sum of \$6,699,125 has been paid by the Anglican Entities in compensation for IRS Abuse Claims.

3.3.2 The Government acknowledges that the amount required to be held by the Corporation is \$8,987,975. The parties agree that this sum shall be managed and disbursed by the Corporation as follows:

(a) an amount not to exceed \$4,964,300 as provided in Section 3.4 below, to be paid into the AFHR and managed and disbursed in accordance with this Agreement (the "AFHR Amount"); and

(b) an amount of \$4,023,675 to be held for eligible In-Kind Services payments (the "In-Kind Amount") to be held in the Settlement Fund.

3.3.3 Upon the Government being satisfied that the amounts of \$4,964,300, representing the maximum amount of the AFHR Amount, and the further amount of \$4,023,674, representing the In-Kind Amount, remain in the AFHR and the Settlement Fund, respectively, the balance of the Settlement Fund may be refunded to the Anglican Entities, and their promissory notes to the Corporation cancelled on terms agreed among themselves. Schedule "C" to the Settlement Agreement, being the Contribution and Cooperation Agreement, is repealed, except for the Preamble and Sections 1, 6, 7, and 8 which remain in force.

3.3.4 The Government agrees that it will be responsible for payment of all further Compensation under the DRM and the IAP established pursuant to the Approval Orders, and all settlements and judgments in any IRS Abuse Claims by opt-out claimants. For greater certainty, this does not include settlements or judgments for alleged losses of language and culture. Should any Anglican Entity or Entities be named in any legal proceeding in which an IRS Abuse Claim is made, and the Government is not named, the Government agrees that it will indemnify such Anglican Entity or Entities for any settlement or judgment for Compensation for IRS Abuse Claims paid by them.

3.3.5 Section 4.2 of the Anglican Settlement Agreement is amended to provide that the Government shall reimburse the Anglican Entities as if the release and indemnity provided for in Sections 4.8 and 4.9 thereof were in force.

Monies Held and Payments from the AFHR

3.4.1 The amount to be held and distributed by the AFHR will be 19.8572 percent of the amount raised by the Catholic Canada-wide fundraising campaign as required by the Catholic Settlement Agreement up to a maximum of \$4,964,300. For the purpose of calculations under this Agreement, the Catholic fundraising campaign will terminate seven years from the date this Agreement comes into force or such longer period as may be agreed to by the Anglican Entities and the Government, but in no case shall the period exceed 10 years from the coming into force of this Agreement.

3.4.2 No later than sixty days after each anniversary date of this Agreement coming into force, the Government will deliver a statement to the Corporation which will report the net amount raised under the Catholic Settlement Agreement

in the previous year times 19.8572 percent, which will represent the amount that the Anglican Entities are required to contribute to the AFHR Amount in that year. The Government will provide the Corporation with a reasonable level of information to verify the net amount raised under the Catholic Settlement Agreement.

3.4.3 Within 60 days of this Agreement coming into force, the Government and the Anglican Entities will agree on the amount of Compensation paid by the Anglican Entities between November 20, 2005 and the date this Agreement comes into force (the "transition period"). Within 60 days of such agreement, the Government will pay to the Corporation:

3.4.3.1 the amount of Compensation, not to exceed \$2,200,000, paid by the Anglican Entities for Compensation between November 20, 2005 and the date of this Agreement coming into force, which amount will be irrevocably committed for funding of the AFHR and paid out in accordance with the terms of Schedule B; (the "Committed AFHR Amount"); and

3.4.3.2 the amount of Compensation paid by the Anglican Entities between November 20, 2005 and the date of this Agreement coming into force, which exceeds \$2,200,000.

3.4.4 No payments other than those provided for in Section 3.4.3.1 and 3.4.3.2 are required to be paid by the Government to the Anglican Entities to give effect to Section 8.1 of the Anglican Settlement Agreement under any circumstances.

3.4.5 The final amounts which the Anglican Entities are required to contribute to the AFHR based on the matching 19.8572 percent of the amount raised under the Catholic Settlement Agreement over the period determined in accordance with Section 3.4.1 (the "Matching AFHR Funds") will be calculated as follows:

3.4.5.1 the Matching AFHR Funds will be first applied to reduce the Committed AFHR Amount until such amount is reduced to zero;

3.4.5.2 the amount by which the Matching AFHR Funds exceed the Committed AFHR Amount will be paid annually from the Settlement Fund into the AFHR during the period of the Catholic fundraising campaign;

3.4.5.3 at the end of the Catholic's best efforts fundraising campaign obligation, \$4,964,300 less the Committed AFHR Amount and the amount by which the Matching AFHR Funds exceed the Committed AFHR Amount will be no longer required to be held in the Settlement Fund and may be refunded to the Anglican Entities.

Funding and Distribution of Eligible In-Kind Services

3.5.1 The Anglican Entities will make eligible In-Kind Services contributions of not less than \$4,023,675 over ten (10) years towards healing and reconciliation of former IRS students and their families and communities. The ten (10) year period commences on the day after this Agreement comes into force.

3.5.2 \$4,023,675 is calculated by reducing the \$4,964,300 matching Anglican commitment based on the \$25,000,000 In-Kind Service under the Roman Catholic Settlement Agreement by the sum of \$940,625, which represents the amount by which payments of \$6,699,125 for Compensation by the Corporation as of November 20, 2005 exceeded the required Anglican amount of \$5,758,500 proportionate to the \$29,000,000 cash contribution under the Catholic Settlement Agreement.

3.5.3 Any or all of the In-Kind Services may be discharged by an irrevocable cash payment into the AFHR in addition to the commitment set out in Section 3.4.1, and the In-Kind Services shall be deemed to have been discharged to the extent of such payment. All such funds transferred from the In-Kind Service shall be expended in accordance with Schedule B.

3.5.4 The determination of qualifying In-Kind Services shall be made according to the provisions of Schedule B.

3.5.5 A minimum of \$402,367 of In-Kind Services, or cash payments into AFHR shall be made in each year of the ten year period or until the contributions total \$4,023,675, whichever comes earlier.

3.5.6 Any eligible In-Kind Service approved by the AFHR Committee under Schedule B will be subject to a verification process by the AFHR Committee to verify that the funds approved for such eligible In-Kind Services have been disbursed for the purposes approved.

3.5.7 On receiving verification from the AFHR Committee of the In-Kind Services provided in each twelve month period, the Government will advise the Corporation in writing that it may withdraw the equivalent amount from the Settlement Fund and refund it to the Anglican Entities on terms agreeable among themselves.

3.6 The Anglican Entities will provide documents to the Truth and Reconciliation Commission in accordance with Schedule "D".

3.6A Each Anglican Entity will, upon request by the Government, provide the Government with access to any documents in the possession of the Anglican Entity that

could assist with validation of applications for the Common Experience Payment (CEP) as that term is defined in the IRSSA, all at the expense of the Government.

3.7 Section 3.10 of the Anglican Settlement Agreement is amended by adding as instances of default a breach of any of the obligations under this agreement to pay money or provide In-Kind Services pursuant to the terms of this Agreement. Section 3.10.1 and 3.10.2 are repealed as spent.

3.8 The Sections and Schedules of the IRSSA listed below and reproduced in Schedule E hereto are incorporated into and form part of this Agreement by this reference as fully as if contained in the body of this Agreement. The Sections and Schedules of the IRSSA incorporated by reference are: selected Definitions in 1.01, 4.01, 4.05, 4.06, 7.01(2), 7.01(3), 11.01, 11.02, 11.03, 13.02, 13.03, 13.10, 13.11, 15.01(3), Schedule D Appendices II page 19 (iii) (iv), III page 21 (i), IV page 23 (i) (vii), X pages 39 to 42 ,XI pages 43 and 44, Schedule N Article 10A(k), 10B (c) (f), 10D and Part 14 paragraph 3, Schedule P, all plus definitions from Section 1.01 of the IRSSA such as are necessary to give meaning and effect to the foregoing IRSSA Sections and Schedules.

PART IV IRS ABUSE CLAIMS RESOLUTION

4.1 Part II of the Anglican Settlement Agreement except for Sections 2.2.2, 2.2.3, 2.3, 2.5 and 2.18 is repealed and of no further force and effect. Sections 3.8, 3.10.1, 3.10.2, 4.1, 4.3, 4.4, 4.5.1, 4.6, 4.7 and 5.7.3 of the Anglican Settlement Agreement are also repealed and of no further force and effect. In addition:

4.1.1 Sections 4.8 and 4.9 thereof are amended to provide that the release and indemnity provisions come into effect when all monies required to have been paid into and out of the AFHR and Settlement Fund have been so paid in accordance with this Agreement, including where In-Kind Services required by this Agreement have been provided.

4.1.2 The remaining provisions of Parts II, IV and V are deemed to be amended to give full force and effect to this Part.

4.2 As long as there is a prospect of settling a claim solely on the basis of the allegations which fall within the definition of an IRS Abuse Claim, it is to be treated as such for the purposes of this Agreement notwithstanding the fact that claims arising from alleged loss or diminution of aboriginal language or culture or other claims falling outside the definition are also being made.

4.3 In the case of a claim being resolved through the IAP or the DRM, the Anglican Entities' rights to participate are as set out therein.

4.4 The Government will participate in and may conclude negotiations to determine the amount of Compensation in any settlement of an IRS Abuse Claim or claim arising under the IAP on terms acceptable to the Government and the Claimant without recourse to the Anglican Entities.

4.4.1 Where an Anglican Entity which had a presence at an IRS or in whose territorial jurisdiction an IRS operated advises the Government in writing that it wishes to be consulted before the Government settles an IAP claim from such IRS without holding a hearing, the Government will so consult provided that the Anglican Entity engages in such consultation within an interval of no more than one week from notification by the Government of its intent.

4.5 Where a trial is held in a matter arising under the IAP, neither the Government nor the Anglican Entities will rely upon the defence of limitations of the doctrine of laches or other defence not going to the merits.

4.6 The Government will in a timely manner provide an Anglican Entity or its designated representative with copies of IRS Statements of Claim served on the Government and copies of Notices of Examinations it serves on IRS Claimants concerning claims from an IRS where the Anglican Entity had a presence or where the IRS operated within its territorial jurisdiction in order to facilitate informed decisions about potential participation by the Anglican Entity.

4.6.1 An Anglican Entity may, by notice in writing to the Government, request that copies of the above documents not be forwarded to it either generally or in certain classes of cases and the Government will respect that request except in such cases where it requires the cooperation of the Anglican Entity to resolve the claim.

4.7 Where IRS Abuse Claims are being advanced in litigation, the Government and the Anglican Entities will each notify the other of any settlement overtures from claimants, and will work together to develop a joint position for settlement discussions and, if necessary, for trial.

4.7.1 The Anglican Entities, or any of them, may relieve the Government of the obligations in Section 4.7, as it applies to them, by written notice to the Government.

4.8 Where an IRS Abuse Claim is based on intentional torts arising prior to May 14, 1953, the Government will assert immunity if the matter proceeds to trial and will play no role in the defence after a court finds such immunity. The Government will provide written notice of its intention to each Anglican Entity which is a party to these claims not later than 120 days before the start of such trial, and such Anglican Entity will defend the claims or otherwise settle them.

4.8.1 The Government agrees to wholly indemnify the Anglican Entity for all Compensation paid to a Claimant pursuant to this Section or Section 4.2 of the Anglican Settlement Agreement; and

4.8.2 The Government will further indemnify the Anglican Entity for legal fees and expenses incurred by the Anglican Entity in defending an IRS Abuse Claim based on an intentional tort arising prior to May 14, 1953 for the period of time from and after a court has dismissed the claim against the Government based on Crown immunity to the resolution of the claim. The indemnification will be in an amount as agreed between the Government and Anglican Entity, or as determined in accordance with Part VII of the Anglican Settlement Agreement. In the event of resort to Part VII the parties and any Mediator appointed under Section 7.6 of the Anglican Settlement Agreement, shall have regard to the rules, principles and caselaw that would apply in the taxation of a solicitor and own client account in the province or territory where the claim was brought.

4.9 Where an Anglican Entity receives from the IAP Secretariat a copy of a Claimant's IAP application or receives from the Government a copy of an application to the DRM, the Anglican Entity agrees to be bound by trust conditions imposed on it with respect to confidentiality or, if it does not so agree in one or more instances, to return the document(s) without copying, reading or making use of it in any way.

4.10 In IAP, where an Anglican Entity elects not to participate in the validation, resolution or defence of IRS Abuse Claims to the extent the following provisions do not conflict with Appendix III of the IAP, then the Government will:

4.10.1 Provided a witness statement is submitted in advance, or the individual provides a full interview to the Government, the Government will pay the reasonable travel and accommodation costs of a member, employee or former employee of a Anglican Entity to appear at a DRM or an IAP hearing. In other proceedings involving IRS Abuse Claims, the Government will only be responsible for any expense related to the participation of the member, employee or former employee of an Anglican Entity where the Government requires the participation of such member, employee or former employee; and

4.10.2 The Government will participate in and may conclude negotiations to determine the amount of Compensation in any settlement.

4.11 Releases by Class Members, Cloud Class Members and Non-resident Claimants are as provided for in the IRSSA, specifically Articles 4.06, 11.01, 11.02 and Schedule P, and the Approval Orders. As part of any resolution of a claim brought by any person not bound by the IRSSA arising out of or in relation to an Indian Residential School or the operation generally of Indian Residential Schools, the Government will concurrently secure from the claimant a dismissal of the claim and release for itself and the Church from any and all past, present and future claims, whether or not now known to or existing at law, arising from or connected to, directly or indirectly, an Indian Residential School.

4.11.1 The release by a person not bound by the IRSSA shall be in the form attached as Schedule C.

**PART V:
RESOLUTION OF DISPUTES
CONCERNING THIS AGREEMENT**

5.1 Any disputes concerning the application or interpretation of this agreement shall be resolved pursuant to the provisions of Part VII of the Anglican Settlement Agreement.

**PART VI:
GENERAL**

6.1 Notice shall be given, save as otherwise specifically provided, in writing addressed to the party for whom it is intended and shall be deemed received by the other party on the day it is signed for if sent by certified mail, and if sent by facsimile or email, it shall be deemed received on the business day next following the date of transmission. The mailing, facsimile and email addresses of the Parties shall be:

As to the General Synod, the Missionary Society and the Corporation:

80 Hayden Street
Toronto, Ontario, M4Y 3G2

Attention: General Secretary
Fax: 416 924 0211

Copy to:

Cassels, Brock & Blackwell
Barristers & Solicitors
Suite 2100 40 King Street West
Toronto, Ontario, M5H 3C2

Attention: John Page
Fax: 416 640 3038

As to the other Anglican Entities:

as per Schedule F

As to the Government:

Deputy Head,

Office of Indian Residential Schools Resolution of Canada,
3rd floor, 90 Sparks Street
Ottawa, Ontario, K1A 0H4

Fax: 613 996 2811

Copy to:

Department of Justice Legal Services,
5th floor, 90 Sparks Street
Ottawa, Ontario, K1A 0H4

Attention: Senior Counsel

Fax: 613 996 1810

Copy to:

Deputy Attorney General of Canada,
Department of Justice Building
284 Wellington Street
Ottawa, Ontario, K1A 0H8

Attention: Assistant Deputy Attorney General, Aboriginal Law
Fax: 613 996 4737

or any other mailing, facsimile or email addresses as the parties from time to time may notify each other of in writing.

6.2 This Agreement shall be binding on and enure to the benefit of the Anglican Entities and their successors and assigns and the Government.

6.3 Any provision of this Agreement which is or becomes prohibited or unenforceable in any jurisdiction that governs the interpretation, applicability or enforceability of this Agreement shall not invalidate or impair the remaining provisions of this Agreement which shall be deemed severable from the prohibited or unenforceable provision and any prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable that provision in any other jurisdiction.

6.4 No amendment, supplement or waiver of any provision of this Agreement or any other agreements provided for or contemplated by this Agreement, nor any consent to any departure by a party to this Agreement or their representative shall in any event be effective unless it is in writing and signed by the Parties to this Agreement and then the amendment, supplement, waiver or consent shall be effective only in the specific instance for the specific purpose for which it has been given.

6.5 No waiver or act or omission of a party to this Agreement shall extend to or be taken in any manner whatsoever to affect any subsequent event of default or breach by that party of any provision of this Agreement or the results or the rights resulting from it.

6.6 Time shall be of the essence in this Agreement.

6.7 No Member of the House of Commons or Senate may participate in or derive a benefit through this Agreement other than as a member or officer of the Anglican Entities or as a Claimant.

6.8 This Agreement and the Anglican Settlement Agreement as amended by this Agreement and the agreement contemplated by Section 3.1 constitute the entire Agreement among the Parties and cancel and supersede any prior agreements, undertakings, declarations or representations, written or verbal in respect of them, except as follows:

6.8.1 The provisions in the Anglican Settlement Agreement between the Government, the Corporation, and the Anglican Entities listed in Schedule A which were in force as of the date this Agreement comes into force continue in effect for the purpose of determining rights and obligations in DRM proceedings, but not as to any financial matters.

6.9 This Agreement shall be interpreted in accordance with the laws in force in the Province of Ontario, subject always to any paramount or applicable federal laws. Nothing in this Agreement is intended to or is to be construed as limiting, waiving or derogating from any federal Crown prerogative.

6.10 The Government and the Anglican Entities acknowledge that the participation in the negotiations leading to the execution of this Agreement, and the execution of this Agreement, does not constitute any admission by the Government or the Anglican Entities that they have any legal or financial liability to any party in relation to claims arising from or connected to the operation of an IRS. The Government and the Anglican Entities agree that they will not advance as evidence or argument in any legal claim against each other in relation to claims arising from or connected to the operation of an IRS, the negotiations leading to and the execution of this Agreement.

6.11 This Agreement may be signed in counterparts.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their respective officers duly authorized as of the date stated above.

EXECUTED in the presence of:	)	THE GENERAL SYNOD OF THE
	)	ANGLICAN CHURCH OF CANADA
)	
_____)	
As to The General Synod of The Anglican)	
Church of Canada's authorized signatory)	_____
	)	<i>(signature)</i>
)	
_____)	
Print Name)	_____
	)	<i>(name of person signing)</i>
)	
_____)	
Address)	_____
	)	<i>(title)</i>
)	
_____)	
Occupation	)	I have the authority to bind the corporate
	)	entity

EXECUTED in the presence of:	)	THE MISSIONARY SOCIETY OF
	)	THE ANGLICAN CHURCH OF
	)	CANADA
)	
_____)	
As to The Missionary Society of the)	
Anglican Church of Canada's authorized)	
signatory)	_____
	)	<i>(signature)</i>
)	
_____)	
Print Name)	_____
	)	<i>(name of person signing)</i>
)	
_____)	
Address)	_____
	)	<i>(title)</i>
)	
_____)	
Occupation	)	I have the authority to bind the corporate
	)	entity

EXECUTED in the presence of:

As to The Anglican Church of Canada
Resolution Corporation's authorized signatory

Print Name

Address

Occupation

THE ANGLICAN CHURCH OF CANADA
RESOLUTION CORPORATION

(signature)

(name of person signing)

(title)

I have the authority to bind the corporate
entity

EXECUTED in the presence of:

As to The Incorporated Synod of the
Diocese of Algoma's authorized signatory

Print Name

Address

Occupation

THE INCORPORATED SYNOD OF THE
DIOCESE OF ALGOMA

(signature)

(name of person signing)

(title)

I have the authority to bind the corporate
entity

EXECUTED in the presence of:

As to the Diocese of Arctic's
authorized signatory

Print Name

Address

Occupation

THE DIOCESE OF ARCTIC

(signature)

(name of person signing)

(title)

I have the authority to bind the corporate
entity

EXECUTED in the presence of:

As to The Synod of the Diocese
of Keewatin's authorized signatory

Print Name

Address

Occupation

) THE SYNOD OF THE DIOCESE OF
) KEEWATIN

) _____
) *(signature)*

) _____
) *(name of person signing)*

) _____
) *(title)*

) I have the authority to bind the corporate
) entity

EXECUTED in the presence of:

As to The Synod of the Diocese of
Kootenay's authorized signatory

Print Name

Address

Occupation

) THE SYNOD OF THE DIOCESE OF
) KOOTENAY

) _____
) *(signature)*

) _____
) *(name of person signing)*

) _____
) *(title)*

) I have the authority to bind the corporate
) entity

EXECUTED in the presence of:

As to The Synod of the Diocese of
Montreal's authorized signatory

Print Name

Address

Occupation

) THE SYNOD OF THE DIOCESE OF
) MONTREAL

) _____
) *(signature)*

) _____
) *(name of person signing)*

) _____
) *(title)*

) I have the authority to bind the corporate
) entity

EXECUTED in the presence of:

As to The Diocese of
Moosonee's authorized signatory

Print Name

Address

Occupation

THE DIOCESE OF MOOSONEE

(signature)

(name of person signing)

(title)

I have the authority to bind the corporate
entity

EXECUTED in the presence of:

As to The Synod of the Diocese of New
Westminster's authorized signatory

Print Name

Address

Occupation

THE SYNOD OF THE DIOCESE OF NEW
WESTMINSTER

(signature)

(name of person signing)

(title)

I have the authority to bind the corporate
entity

EXECUTED in the presence of:

As to The Synod of the Diocese of
Niagara's authorized signatory

Print Name

Address

Occupation

THE SYNOD OF THE DIOCESE OF
NIAGARA

(signature)

(name of person signing)

(title)

I have the authority to bind the corporate
entity

EXECUTED in the presence of:

As to The Diocesan Synod of Nova Scotia and
Prince Edward Island's authorized signatory

Print Name

Address

Occupation

) THE DIOCESAN SYNOD OF NOVA
) SCOTIA AND PRINCE EDWARD
) ISLAND

) _____
) *(signature)*

) _____
) *(name of person signing)*

) _____
) *(title)*

) I have the authority to bind the corporate
) entity

EXECUTED in the presence of:

As to The Incorporated Synod of the
Diocese of Ontario's authorized signatory

Print Name

Address

Occupation

) THE INCORPORATED SYNOD OF THE
) DIOCESE OF ONTARIO

) _____
) *(signature)*

) _____
) *(name of person signing)*

) _____
) *(title)*

) I have the authority to bind the corporate
) entity

EXECUTED in the presence of:

As to The Incorporated Synod of the
Diocese of Ottawa's authorized signatory

Print Name

Address

Occupation

) THE INCORPORATED SYNOD OF THE
) DIOCESE OF OTTAWA

) _____
) *(signature)*

) _____
) *(name of person signing)*

) _____
) *(title)*

) I have the authority to bind the corporate
) entity

EXECUTED in the presence of:

As to The Synod of the Diocese of
Qu'Appelle's authorized signatory

Print Name

Address

Occupation

) THE SYNOD OF THE DIOCESE OF
) QU'APPELLE
)

) _____
) *(signature)*

) _____
) *(name of person signing)*

) _____
) *(title)*

) I have the authority to bind the corporate
) entity

EXECUTED in the presence of:

As to The Synod of the Anglican Church of the
Diocese of Quebec's authorized signatory

Print Name

Address

Occupation

) THE SYNOD OF THE ANGLICAN
) CHURCH OF THE DIOCESE QUEBEC
)

) _____
) *(signature)*

) _____
) *(name of person signing)*

) _____
) *(title)*

) I have the authority to bind the corporate
) entity

EXECUTED in the presence of:

As to The Synod of the Diocese of Rupert's
Land's authorized signatory

Print Name

Address

Occupation

) THE SYNOD OF THE DIOCESE OF
) RUPERT'S LAND
)

) _____
) *(signature)*

) _____
) *(name of person signing)*

) _____
) *(title)*

) I have the authority to bind the corporate
) entity

EXECUTED in the presence of:

As to The Diocese of Saskatchewan's
authorized signatory

Print Name

Address

Occupation

THE DIOCESE OF SASKATCHEWAN

(signature)

(name of person signing)

(title)

I have the authority to bind the corporate
entity

EXECUTED in the presence of:

As to The Diocese of Saskatoon's
authorized signatory

Print Name

Address

Occupation

THE DIOCESE OF SASKATOON

(signature)

(name of person signing)

(title)

I have the authority to bind the corporate
entity

EXECUTED in the presence of:

As to The Incorporated Synod of the Diocese
of Toronto's authorized signatory

Print Name

Address

Occupation

THE INCORPORATED SYNOD OF THE
DIOCESE OF TORONTO

(signature)

(name of person signing)

(title)

I have the authority to bind the corporate
entity

SCHEDULE A**THE ANGLICAN ENTITIES**

The General Synod of the Anglican Church of Canada
The Missionary Society of the Anglican Church of Canada
The Incorporated Synod of the Diocese of Algoma
The Diocese of Arctic
The Synod of the Diocese of Athabasca
The Synod of the Diocese of Brandon
The Anglican Synod of the Diocese of British Columbia
The Anglican Synod of the Diocese of Caledonia
The Synod of the Diocese of Calgary
The Diocese of the Synod of Cariboo
Anglican Parishes of the Central Interior
The Diocesan Synod of Central Newfoundland
The Diocesan Synod of Eastern Newfoundland and Labrador
The Synod of the Diocese of Edmonton
The Diocesan Synod of Fredericton
The Incorporated Synod of the Diocese of Huron
The Synod of the Diocese of Keewatin
The Synod of the Diocese of Kootenay
The Synod of the Diocese of Montreal
The Diocese of Moosonee
The Synod of the Diocese of New Westminster
The Synod of the Diocese of Niagara
The Diocesan Synod of Nova Scotia and Prince Edward Island
The Incorporated Synod of the Diocese of Ontario
The Incorporated Synod of the Diocese of Ottawa
The Synod of the Diocese of Qu'Appelle
The Synod of the Anglican Church of the Diocese of Quebec
The Synod of the Diocese of Rupert's Land

The Diocese of Saskatchewan

The Diocese of Saskatoon

The Incorporated Synod of the Diocese of Toronto

The Diocesan Synod of Western Newfoundland

The Synod of the Diocese of Yukon

SCHEDULE B**THE ANGLICAN FUND FOR HEALING AND RECONCILIATION ("AFHR")**

1. The AFHR Committee established under Section 3.1.2 of this Agreement shall receive applications for initiatives or programs designed to assist with healing and reconciliation for former IRS students and their families and communities, and shall make grants or approve In-Kind Services in accordance with the terms of this Agreement.
2. The Committee will approve only those In-Kind Services which are new programs or services, or increments to existing programs or services. In addition to receiving applications from community groups, the Committee will also accept applications for grants and funding of In-Kind Services from Anglican Entities, but only to fund healing and reconciliation work which is independent of a denominational, religious ministry. Where an existing application for grants and funding of In-Kind Services is proposed, the Committee may approve the application for grants or In-Kind Service to the extent that the Committee believes the program or In-Kind Service or some part thereof is new or would not otherwise continue.
3. The following criteria shall be applied to applications for grants and for the approval of In-Kind Services. Criteria a) and b) are mandatory in all circumstances, and the Committee shall have regard to the remaining criteria in assessing each application:
 - a) Is the program open to all Aboriginal people and groups regardless of denomination?
 - b) Does the program foster health, healing and reconciliation, which can include the building of relationships of mutual respect and trust between Aboriginal and non-Aboriginal participants?
 - c) Do Aboriginal people have input in developing and delivery of the program?
 - d) Has the program been effective in the past?
 - e) To what extent are Aboriginal communities involved in the program?
 - f) Does the program or service deal with former students, or their families and communities and the aftermath of IRS including providing assistance with the recovery of their histories?
 - g) What portion of the overall cost of the program addresses the social, psychological, and health issues without regard to religiosity?
4. For greater certainty, the costs or efforts expended in participation at any part of the work of the Truth and Reconciliation Commission, or in proceedings to resolve an IRS claim do not qualify for approval by the Committee.

5. Notwithstanding Section 3 of this Schedule, the Committee may credit the value of a program or service offered between March 31, 2005 and the coming into force of this agreement toward the In-Kind Service provided that:

- a) it meets the criteria set out in section 3 of this Schedule;
- b) the program or service did not exist before March 31, 2005 unless otherwise agreed to in writing by Canada;
- c) the same program or service cannot be certified for a period following the coming into force of this Agreement unless it can be shown that it would not otherwise continue; and
- d) in no case shall the total amount credited for programs and services provided before the coming into force of this Agreement exceed 19.8572 percent of \$1,500,000, being \$300,000.

6. The parties agree that the Committee may meet and make decisions under Section 5 of this Schedule before the coming into force of this Agreement, and that following the coming into force of this Agreement the decisions the Committee makes in this period shall be ratified without further review and the costs and reasonable expenses incurred shall be reimbursed by the Church and to the credit of their debt under this Agreement. For greater certainty, should this Agreement not come into force the decisions made under Sections 5 and 6 shall have no force or effect and the Corporation has no obligation to make reimbursement.

SCHEDULE C

**FULL AND FINAL RELEASE IN CLAIMS BY PERSONS WHO OPT OUT OF
THE IRSSA**

IN CONSIDERATION of the payment of the sum of \$10.00 and other good and valuable consideration, all inclusive, all of which is directed to be paid to my solicitors, _____, in trust:

1. I, _____, fully, finally and forever release and discharge, separately and severally, each of

(a) Her Majesty the Queen in Right of Canada, the Attorney General of Canada, their successors, and assigns, and their Ministers, officers, employees, servants, partners, principals, attorneys, subrogees, representatives and agents; and

(b) the [Church Organization] and its predecessors, successors, transferees assigns, and their officers, employees, members, servants, directors, shareholders, partners, principals, attorneys, insurers, subrogees, representatives, administrators, receivers and agents;

(the "Releasees") from any and all actions or causes of action, liabilities, claims and demands whatsoever of every nature or kind for damages, contribution, indemnity, costs, expenses and interest which I ever had, now have or may in the future have against them (whether I now know about these claims or causes of action or not) arising from or in any way related to

(a) my attendance, presence and/or experiences at any Indian Residential School; and

(b) the operation of any Indian Residential School.

2. Paragraph 1 of this Release extends to claims that belong to and could be made by me personally, whether asserted directly by me, or by any other person, group or legal entity on my behalf or as my representative, through a class action or otherwise.

3. In addition, I fully, finally and forever release and discharge the Releasees from any and all claims which were or could have been asserted against them by me in an action against some or all of the Releasees, being [Court file no.] issued in the [Court Registry] of the [proper name of court], for compensation, damages and other relief relating to my attendance, presence and/or experiences at _____ Indian Residential School (the "Action"). I agree to the dismissal of the Action.

4. The claims and causes of action referred to in paragraphs 1 to 3 are referred to in this Release as "the Released Claims".
5. I will not make any further claims of any kind against the Releasees with respect to the Released Claims.
6. I understand that if at any time I, or anyone on my behalf, make any further claim or demand, or threaten to start an action against any of the Releasees in respect of any of the Released Claims, the Releasees may rely on this Release as an estoppel and a complete defence to any such claim or action.
7. I represent and warrant that I have not assigned any of the Released Claims to any person or corporation.
8. I agree that I will not make any or continue any claim in relation to the Released Claims against any person or corporation who could claim for any or all of the damages, contribution or indemnity or other relief in respect of my claim from any of the Releasees whether pursuant to the provisions of the *Negligence Act* (Province or Territory) or its counterpart in other common law jurisdictions, the common law, or any other statute of any jurisdiction.
9. I further agree to indemnify the Releasees in respect of claims that may be brought against them by any person, legal entity, government or government agency that arise out of or are in any way connected with payments made to me by that person, legal entity, government or government agency in relation to the Released Claims. This indemnity includes, but is not restricted to, claims relating to medical and/or dental services or treatment provided to me, and claims relating to compensation paid to me by any government or government agency authority for any of the Released Claims that are criminal assaults.
10. If I later commence a claim that is not a Released Claim for damages for harm or injuries which are the same as or similar to the harm or injuries resulting from the Released Claims, and the Releasees or any of them are made parties to such action, the fact and amount of this Release, as well as the details of the damages or harm which I claimed in the Released Claims, may be disclosed by the Releasees to the court in the context of such later claim.
11. I acknowledge and declare that I fully understand the terms of this Release, and that I have signed the Release voluntarily. I further acknowledge that I have sought and obtained legal advice in respect of the Released Claims and this Release.

12. I understand that the Releasees do not admit any liability to me by acceptance of this Release or by any payment that may be made to me.

I have signed this Release the ____ day of _____, 200_.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness

Address

Occupation

[Name of Releasor]

Seal

Schedule D**PROCESS FOR PROVIDING DOCUMENTS TO THE TRUTH AND RECONCILIATION COMMISSION**

1. In order to ensure the efficacy of the Truth and Reconciliation process, the Anglican Entities will provide all relevant documents in their possession or control to and for the use of the Truth and Reconciliation Commission, (the "Commission") subject to the privacy interests of an individual as provided by applicable privacy legislation, and subject to and in compliance with applicable privacy and access to information legislation, and except for those documents for which solicitor-client privilege applies and is asserted.
2. In cases where privacy interests of an individual exist, and subject to and in compliance with applicable privacy legislation and access to information legislation, researchers for the Commission shall have access to the documents, provided privacy is protected. In cases where solicitor-client privilege is asserted, the asserting party will provide a list of all documents for which the privilege is claimed.
3. The Anglican Entities are not required to give up possession of their original documents to the Commission. They are required to compile all relevant documents in an organized manner for review by the Commission and to provide access to their archives for the Commission to carry out its mandate. Provision of documents does not require provision of original documents. Originals or true copies may be provided or originals may be provided temporarily for copying purposes if the original documents are not to be housed with the Commission.
4. Each Anglican Entity shall bear the costs of the provision of documents. If requested by the party providing the documents, the costs of copying, scanning, digitalizing, or otherwise reproducing the documents will be borne by the Commission.
5. The Commission may refer to the National Administration Committee, ("NAC") as empowered by section 4.11(12)(j) of the Indian Residential Schools Settlement Agreement dated • , the determination of disputes involving document production, document disposal and archiving, contents of the Commission's Report and Recommendations and Commission decisions regarding the scope of its research and issues to be examined. The Commission shall make best efforts to resolve the matter itself before referring it to the NAC.
6. The NAC may review and determine the reference made to the Commission pursuant to section 5 or may refer the reference to any one of the Courts for a *de novo* determination.

7. Where the NAC makes a decision under section 6, the Anglican Entities, as of right, may apply to any one of the Courts for a *de novo* determination.

SCHEDULE E**SECTIONS OF IRSSA INCORPORATED BY REFERENCE****ARTICLE FOUR
IMPLEMENTATION OF THIS AGREEMENT****4.01 Class Actions**

The Parties agree that all existing class action statements of claim and representative actions, except the Cloud Class Action, filed against Canada in relation to Indian Residential Schools in any court in any Canadian jurisdiction except the Federal Court of Canada (the "original claims") will be merged into a uniform omnibus Statement of Claim in each jurisdiction (the "Class Actions"). The omnibus Statement of Claim will name all plaintiffs named in the original claims and will name as Defendants, Canada and the Church Organizations.

4.05 Consent Certification

- (1) The Parties agree that concurrent with the applications referred to in Section 4.03, applications will be brought in each of the Courts for consent certification of each of the Class Actions for the purposes of Settlement in accordance with the terms of the Agreement.
- (2) Consent certification will be sought on the express condition that each of the Courts, pursuant to the applications for consent certification under Section 4.05(1), certify on the same terms and conditions; including the terms and conditions set out in Section 4.06 save and except for the variations in class and subclass membership set out in Sections 4.02 and 4.04 of this Agreement.

4.06 Approval Orders

Approval Orders will be sought:

- (a) incorporating by reference this Agreement in its entirety.
- (b) ordering and declaring that such orders are binding on all Class Members, including Persons Under Disability, unless they opt out or are deemed to have opted out on or before the expiry of the Opt Out Periods.
- (c) ordering and declaring that on the expiry of the Opt Out Periods all pending actions of all Class Members, other than the Class Actions, relating to Indian Residential Schools, which have been filed in any court in any Canadian jurisdiction against Canada or the Church Organizations, except for any pending actions in Quebec which have not been voluntarily

discontinued by the expiry of the Opt Out Period, will be deemed to be dismissed without costs unless the individual has opted out, or is deemed to have opted out on or before the expiry of the Opt Out Periods.

- (d) ordering and declaring that on the expiry of the Opt Out Periods all class members, unless they have opted out or are deemed to have opted out on or before the expiry of the Opt Out Periods, have released each of the defendants and Other Released Church Organizations from any and all actions they have, may have had or in the future may acquire against any of the defendants and Other Released Church Organizations arising in relation to an Indian Residential School or the operation generally of Indian Residential Schools.
- (e) ordering and declaring that in the event the number of Eligible CEP Recipients opting out or deemed to have opted out under the Approval Orders exceeds five thousand (5000), this Agreement will be rendered void and the Approval Orders set aside in their entirety subject only to the right of Canada, in its sole discretion, to waive compliance with Section 4.14 of this Agreement.
- (f) ordering and declaring that on the expiration of the Opt Out Periods all Class Members who have not opted out have agreed that they will not make any claim arising from or in relation to an Indian Residential School or the operation generally of Indian Residential Schools against any person who may in turn claim against any of the defendants or Other Released Church Organizations.
- (g) ordering and declaring that the obligations assumed by the defendants under this Agreement are in full and final satisfaction of all claims arising from or in relation to an Indian Residential School or the operation of Indian Residential Schools of the Class Members and that the Approval Orders are the sole recourse on account of any and all claims referred to therein.
- (h) ordering and declaring that the fees and disbursements of all counsel participating in this Agreement are to be approved by the Courts on the basis provided in Articles Four (4) and Thirteen (13) of this Agreement, except that the fees and disbursements of the NCC and the IAP Working Group will be paid in any event.
- (i) ordering and declaring that notwithstanding Section 4.06(c), (d) and (f), a Class Member who as of the fifth anniversary of the Implementation Date had never commenced an action other than a class action in relation to an Indian Residential School or the operation of Indian Residential Schools, participated in a Pilot Project, applied to the DR Model, or applied to the IAP, may commence an action for any of the Continuing Claims within

the jurisdiction of the court in which the action is commenced. For greater certainty, the rules, procedures and standards of the IAP are not applicable to such actions.

- (j) ordering and declaring that where an action permitted by Section 4.06(i) is brought, the deemed release set out in Section 11.01 is amended to the extent necessary to permit the action to proceed only with respect to Continuing Claims.
- (k) ordering and declaring that for an action brought under Section 4.06(i) all limitations periods will be tolled and any defences based on laches or delay will not be asserted by the Parties with regard to a period of five years from the Implementation Date.

ARTICLE SEVEN TRUTH AND RECONCILIATION AND COMMEMORATION

7.01 Truth and Reconciliation

- (2) The Truth and Reconciliation Commission may refer to the NAC for determination of disputes involving document production, document disposal and archiving, contents of the Commission's Report and Recommendations and Commission decisions regarding the scope of its research and issues to be examined. The Commission shall make best efforts to resolve the matter itself before referring it to the NAC.
- (3) Where the NAC makes a decision in respect of a dispute or disagreement that arises in respect of the Truth and Reconciliation Commission as contemplated in Section 7.01(2), either or both the Church Organization and Canada may apply to any one of the Courts for a hearing *de novo*.

ARTICLE ELEVEN RELEASES

11.01 Class Member and Cloud Class Member Releases

- (1) The Approval Orders will declare that in the case of Class Members and Cloud Class Members:
 - a) Each Class Member and Cloud Class Member has fully, finally and forever released each of the Releasees from any and all actions, causes of action, common law, Quebec civil law and statutory liabilities, contracts, claims and demands of every nature or kind available, asserted or which could have been asserted whether known or unknown including for damages, contribution, indemnity, costs, expenses and interest which any such Class Member or Cloud Class

Member ever had, now has, or may hereafter have, directly or indirectly arising from or in any way relating to or by way of any subrogated or assigned right or otherwise in relation to an Indian Residential School or the operation of Indian Residential Schools and this release includes any such claim made or that could have been made in any proceeding including the Class Actions or the Cloud Class Action whether asserted directly by the Class Member or Cloud Class Member or by any other person, group or legal entity on behalf of or as representative for the Class Member or Cloud Class Member.

- b) The Class Members and Cloud Class Members are deemed to agree that they will not make any claim or demand or take any actions or proceedings against any Releasee or any other person or persons in which any claim could arise against any Releasee for damages and/or contribution and/or indemnity and/or other relief over under the provisions of the *Negligence Act*, R.S.O. 1990, c. N-3, or its counterpart in other jurisdictions, the common law, Quebec civil law or any other statute of Ontario or any other jurisdiction in relation to an Indian Residential School or the operation of Indian Residential Schools;
 - c) Canada's, the Church Organizations' and the Other Released Church Organizations' obligations and liabilities under this Agreement constitute the consideration for the releases and other matters referred to in Section 11.01(a) and (b) inclusive and such consideration is in full and final settlement and satisfaction of any and all claims referred to therein and the Class Members or and Cloud Class Members are limited to the benefits provided and compensation payable pursuant to this Agreement, in whole or in part, as their only recourse on account of any and all such actions, causes of actions, liabilities, claims and demands.
- (2) Notwithstanding Section 11.01(1), no action, except for Family Class claims as set out in the Class Actions and the Cloud Class Action, capable of being brought by a Class Member or Cloud Class Member will be released where such an action would be released only by virtue of being a member of a Family Class in the Class Actions or the Cloud Class Action.

11.02 Non-resident Claimant Releases

- (1) The Approval Orders will order and declare that Non-resident Claimants on being accepted into the IAP, must execute a Release in the form set out in Schedule "P" of this Agreement.

- (2) Nothing in Section 4.06 (c), (d) or (f) or Section 11.01(1)(a) will prevent a Non-resident Claimant from pursuing his or her claim in the IAP.
- (3) For greater certainty nothing in this Section 11.02 will prevent the bringing of an action contemplated in Section 4.06(i) and (j) of this Agreement.

11.03 Claims by Opt Outs and Others

If any person not bound by this Agreement claims over or brings a third party claim, makes any claim or demand or takes any action or proceeding against any defendant named in the Class Actions or the Cloud Class Action arising in relation to an Indian Residential School or the operation of Indian Residential Schools, no amount payable by any defendant named in the Class Actions or the Cloud Class Action to that person will be paid out of the Designated Amount Fund.

ARTICLE THIRTEEN LEGAL FEES

13.02 Negotiation Fees (July 2005 – November 20, 2005)

- (1) Canada agrees to pay each lawyer, other than lawyers representing the Church Organizations, who attended the settlement negotiations beginning July 2005 leading to the Agreement in Principle for time spent up to the date of the Agreement in Principle in respect of the settlement negotiations at his or her normal hourly rate, plus reasonable disbursements, and GST and PST, if applicable except that no amount is payable under this Section 13.02(1) for fees previously paid directly by OIRSRC.
- (2) All legal fees payable under Section 13.02(1) will be paid no later than 60 days after the Implementation Date.

13.03 Fees to Complete Settlement Agreement (November 20, 2005 – Execution of Settlement Agreement)

- (1) Canada agrees to pay each lawyer, other than lawyers representing the Church Organizations, for time spent between November 20, 2005 and the date of execution of this Agreement in respect of finalizing this Agreement at each lawyer's normal hourly rate, plus reasonable disbursements and GST and PST, if applicable except that no amount is payable under Section 13.02(1) for fees previously paid directly by OIRSRC.
- (2) No fees will be payable under Section 13.03(1) for any work compensated under Section 13.04 of this Agreement.

- (3) All legal fees payable under Section 13.03(1) will be paid no later than 60 days after the Implementation Date.

13.10 NCC Fees

- (1) Canada will pay members of the NCC fees based upon reasonable hourly rates and reasonable disbursements, but such fees will not include any fee for the Government of Canada, or the Church Organizations.
- (2) Subject to Section 13.10(4), any fees referred to in Section 13.10(1) and accrued after April 1, 2006 will be subject to a maximum operating budget of sixty-thousand dollars (\$60,000.00) per month.
- (3) Notwithstanding Section 13.10(2) and subject to Section 13.10(4), the NCC may apply to Canada for additional funding in exceptional circumstances up to a maximum monthly amount of fifteen thousand dollars (\$15,000.00).
- (4) The maximum operating budget referred to in Section 13.10(1) and the maximum additional funding in exceptional circumstances referred to in Section 13.10(3) will be reviewed and reassessed by Canada on July 1, 2006 and the first day of each month thereafter. Canada, in its sole discretion, may reduce or increase the maximum operating budget or the maximum additional funding or both.
- (5) Counsel who is designated by the NCC as counsel having carriage in respect of drafting, consent certification and approval of the settlement will be paid their normal hourly rates and reasonable disbursements to be billed by Counsel and paid by Canada on an ongoing basis. Such fees and disbursements are not subject to the maximum operating budget referred to in paragraph 13.10(2).
- (6) Other counsel who appear in court, if designated by the NCC and approved by Canada, will be paid an appearance fee of two thousand dollars (\$2,000) per diem. Such fees are not subject to the maximum operating budget referred to in paragraph 13.10(2).
- (7) The NCC, and counsel appointed on behalf of the NCC, will submit their accounts to the OIRSRC for payment, and will be paid within 60 days of such submission.

- (8) The NCC will submit its accounts to the OIRSRC for payment. The submitted accounts will be verified by OIRSRC to ensure compliance with the Treasury Board Travel Directive, attached as Schedule "Q", prior to payment.

13.11 NAC Fees

- (1) Members of the NAC will be compensated at reasonable hourly rates subject to the maximum monthly operating budget set out at Section 13.11(2) of this Agreement except the representatives for Canada or the Church Organizations, who will not be compensated under this Agreement.
- (2) Subject to Section 13.11(4), any fees referred to in Section 13.10(1) will be subject to a maximum operating budget of sixty-thousand dollars (\$60,000.00) per month.
- (3) Notwithstanding Section 13.11(2) and subject to Section 13.11(4), the NAC may apply to Canada for additional funding in exceptional circumstances up to a maximum monthly amount of fifteen thousand dollars (\$15,000.00).
- (4) The maximum operating budget referred to in Section 13.11(2) and the maximum additional funding in exceptional circumstances referred to in Section 13.11(3) will be reviewed and reassessed by Canada on the first day of the first month after the Implementation Date and on the first day of each month thereafter. Canada, in its sole discretion, may reduce or increase the maximum operating budget or the maximum additional funding or both.
- (5) The NAC will submit its accounts to the OIRSRC for payment. The submitted accounts will be verified by OIRSRC to ensure compliance with the Treasury Board Travel Directive, attached as Schedule "Q", prior to payment.

ARTICLE FIFTEEN TRANSITION PROVISIONS

15.01 No Prejudice

The parties agree that the no prejudice commitment set out in the letter of the Deputy Minister of the OIRSRC dated July, 2005, and attached as Schedule "R" means that following the Implementation Date:

- (3) Following the coming into force of the Approval Orders, at the request of an Eligible IAP Claimant whose IRS abuse claim was settled by Canada

without contribution from a Catholic Entity set out in Schedule "C" of this Agreement, such settlement having been for an amount representing a fixed reduction from the assessed Compensation, Canada will pay the balance of the assessed compensation to the Eligible IAP Claimant. Provided, however, that no amount will be paid to an Eligible IAP Claimant pursuant to this section until the Eligible IAP Claimant agrees to accept such amount in full and final satisfaction of his or her claim against a Catholic entity set out in Schedule "C" of this Agreement, and to release them by executing a release substantially in the form of the release referred to in Section 11.02 of this Agreement.

**SECTIONS OF INDEPENDENT ASSESSMENT PROCESS SCHEDULE D TO
THE IRSSA INCORPORATED BY REFERENCE**

APPENDIX II: ACCEPTANCE OF APPLICATION (Schedule D page 19)

- iii. On admitting the claim to the IAP, the Secretariat shall forward a copy of the application to the Government and to a church entity which is a party to the Class Action Judgments and was involved in the IRS from which the claim arises.
 - A church entity may waive its right to receive applications for all claims, or for defined classes of claims, by notice in writing to the Secretariat, and may amend or withdraw such waiver at any time by notice in writing.
- iv. The following conditions apply to the provision of the application to the Government or a church entity:
 - The application will only be shared with those who need to see it to assist the Government with its defence, or to assist the church entities with their ability to defend the claim or in connection with their insurance coverage;
 - If information from the application is to be shared with an alleged perpetrator, only relevant information about allegations of abuse by that person will be shared, and the individual will not be provided with the Claimant's address or the address of any witness named in the application form, nor with any information from the form concerning the effects of the alleged abuse on the Claimant, unless the Claimant asks that this be provided to the alleged perpetrator;
 - Each person with whom the application is shared, including counsel for any party, must agree to respect its confidentiality. Church entities will use their best efforts to secure the same commitment from any insurer with whom it is obliged to share the application;
 - Copies will be made only where absolutely necessary, and all copies other than those held by the Government will be destroyed on the conclusion of the matter, unless the Claimant asks that others retain a copy, or unless counsel for a party is required to retain such copy to comply with his or her professional obligations.

APPENDIX III: INVOLVEMENT OF ALLEGED PERPETRATORS (Schedule D page 21)

- i. The defendants will attempt to locate the alleged perpetrator to invite them to the hearing. If the alleged perpetrator is dead, cannot be located, or declines to attend, the hearing may still occur.

APPENDIX IV: INFORMATION COLLECTION; SETTING HEARING DATE; ATTENDANCE AND PARTICIPATION AT HEARING (Schedule D page 23)

- i. The defendants will collect and submit their documents to the Secretariat.
- vii. Given the non-adversarial nature of this IAP and the neutral, inquisitorial role played by the adjudicators under it, as well as the need to respect the safety of the Claimant, neither an alleged perpetrator nor counsel for an alleged perpetrator may attend while the Claimant gives evidence, without the Claimant's advance consent. Where counsel for a church entity also acts for an alleged perpetrator, this means that they may not attend the hearing while the Claimant gives evidence without the Claimant's advance consent. Government representatives may always attend this part of the hearing, as may representatives of church entities who are parties to the Class Action Judgments except their counsel if he or she is also acting for an alleged perpetrator in the case.

APPENDIX X: THE USE OF EXTRA-CURIAL KNOWLEDGE BY ADJUDICATORS

INTRODUCTION

A number of issues will arise concerning the ability of adjudicators to make use of information obtained or known beyond that provided by the parties in each individual case. There are several aspects to this matter:

- use of background information and/or personal knowledge, for example on
 - schools
 - child abuse and its impacts
 - the residential school system
- carry-forward of information from hearing to hearing, for example on
 - alleged perpetrators and the *modus operandi* of proven perpetrators
 - conditions at a school
 - credibility findings
- use of precedents from other adjudicators

-ability of adjudicators to confer

The approach to be taken to these issues is set out below, by reference to the source of the information in question.

1. Orientation Materials Provided to Adjudicators

Adjudicators will be supplied with orientation materials on the residential school system and its operations, as well as on child abuse and its impacts.

If any of the orientation materials are specifically identified as containing uncontested facts or opinions, they may be used as follows:

Adjudicators are expected to inform themselves from this material. They may use it to question witnesses, but also to make findings of fact and to support inferences from evidence they find credible, for example to conclude that trauma of a certain kind can be expected to flow from a sexual assault on a child. These latter uses of this information are justified by the fact that representatives of all interests have agreed to its inclusion in the orientation materials for this use, and all participants in a hearing will have access to the orientation materials.

Wherever possible the adjudicator should use the information at the hearing to formulate questions to any witnesses who may be able to comment on it, or whose testimony it may contradict, support, or help explain. Where this is not possible, the proposed use in reaching a decision should be identified to the parties at the hearing to give them a chance to comment on it in their submissions, but so doing is not a condition precedent to the proposed use.

Where the material is used in coming to a finding of fact, or drawing an inference, it should be cited and its relevance and the rationale for its use set out in the decision.

Where orientation information provided to adjudicators does not represent uncontested facts or opinions, it may be used by adjudicators as follows:

Adjudicators may use this category of orientation materials as a basis for questioning witnesses, or testing the evidence, but may not rely on it as an independent basis for their conclusions of fact or their assessment of the actual impact of abuse on an individual.

2. Personal Knowledge of Abuse and its Impacts

Some adjudicators may bring to the job an extensive background in dealing with child abuse, or may receive information on child abuse and its impacts at training sessions or continuing education programs, or through their own reading or research.

The approach to the use of this kind of information is as follows:

Adjudicators may use their personal knowledge, training they have received, or general educational materials, as a basis for questioning witnesses, or testing the evidence, but may not rely on them as an independent basis for their conclusions of fact or their assessment of the actual impact of abuse on an individual.

3. Document Collections

Adjudicators will be provided with Canada's, and potentially a church's, document collection on each school for which they are holding hearings. This material will also be available to Claimants and their counsel.

The approach to the use of this kind of information is as follows:

Adjudicators are expected to inform themselves from this material, which may be used as a basis for findings of fact or credibility. Where any of it is so used by adjudicators, it must be cited and its relevance and the rationale for use set out in the report.

Because this information is specific to the school in question and is provided in advance, it is expected that adjudicators will be familiar with it before starting a hearing to which it is relevant. Given this, before relying on specific documents to help decide a given case, the adjudicator should seek the consent of the parties, or put the relevant extracts to any witnesses who may be able to comment on them, or whose testimony they may contradict or support. Where there are no such witnesses, or where one or more parties contest the use of the documents, the adjudicator may still use them in his or her decision, but wherever possible should advise the parties of the proposed use of the document so that they may address it in their submissions.

4. Previous findings

Adjudicators will hear evidence about, and make findings of fact about, the operations of various schools, their layouts, the conditions that pertained in them, the acts and knowledge of adult employees, and where an individual is found to have committed a number of assaults in a particular way, their *modus operandi*.

The approach to the use of this kind of information is as follows:

Adjudicators must treat each individual's claim as a unique claim to be determined on the evidence presented, plus information expressly permitted to be used according to the guidelines agreed to for this process. They may not carry forward, much less be bound by, previous findings they have made, including findings of credibility.

They may, though, use information from previous hearings to inquire about possible admissions, or failing that, to question witnesses. This ability to bring forward information from previous hearings for these specific purposes flows from the fact that this IAP is not a party-controlled adversarial process. Instead, the inquisitorial model is being used to have adjudicators inquire into what happened, using their skills and judgment to question witnesses to determine the facts.

While it would not be fair to base a decision on evidence from a previous hearing, since some or all of the parties would not know its context, and would be unable to challenge its reliability, it is also not appropriate to insist that adjudicators act as if each case were their first one. Their job requires them to test evidence and determine what happened. While they cannot call witnesses, it is their duty to question them, and they must be free to pose questions and follow lines of inquiry they believe to be relevant. Whether that belief flows from common sense, instinct, or something heard at another hearing, it is appropriate as a basis of inquiry, although, in the absence of an admission, not as evidence.

5. Stare decisis

Although reasons will be issued in each case, the IAP will not operate on the basis of binding precedent. All adjudicators are of equal authority, and should not consider themselves bound by each other's previous decisions. Through conferencing, adjudicators may come to a common interpretation of certain procedural issues, but each case must be determined on its own merits.

APPENDIX XI: TRANSITION FROM LITIGATION OR ADR PROJECTS, AND PRIORITIES FOR ACCESS TO THE IAP.

All IRS Claimants who meet the criteria for this IAP may apply to it for the validation of their claim except:

1. Claimants who have settled their IRS claim, whether in the litigation stream or the existing DR, except as provided for in the transition rules established by the Class Action Judgments.
2. Claimants whose claims have been dealt with at trial.

For greater certainty, participation in unsuccessful resolution discussions with the Government or a church in an attempt to settle claims does not preclude access to the IAP. Only where one of the above conditions applies will an application to enter the new process be rejected.

Rules for Pre-existing Evidence

Where a Claimant who has given evidence in a previous IRS proceeding in a pilot project, or in a hearing under the DR Model or this IAP (where a new hearing has been ordered following a review), or in litigation proceedings (including answers to

interrogatories or participation in an examination for discovery), wants to and is eligible to enter the IAP:

- (i) the record of the previous evidence must be provided to the adjudicator in the IAP, who may use it as a basis to question the Claimant;
- (ii) the Claimant must appear before the adjudicator to give evidence, if a hearing is held;
- (iii) the Claimant may adopt their previous evidence rather than provide a narrative account at the hearing;
- (iv) the Claimant is subject to questioning by the adjudicator on the same basis as other Claimants.

The fact that a case is transferred from litigation where documentary rules are different does not change the kinds of documents permitted in proceedings under the IAP. For greater certainty, the only expert assessments permitted in this IAP are those conducted by an agreed-upon expert on the order of, and under the direction of, an adjudicator.

Potential for Expediting the Transfer

To expedite transition to the new system, and reduce the burden of completing an application in circumstances where the Claimant has already given evidence, counsel for the Government and the claimant should endeavour to develop an agreed statement of fact on some or all of the issues based on the evidence given.

Phasing of Acceptance into the IAP

In considering applications to the IAP, including applications to the DR Model which are transferred to the IAP, priority will be given, in order, to:

- a) Applications from persons who submit a doctor's certificate indicating that they are in failing health such that further delay would impair their ability to participate in a hearing;
- b) Applications from persons 70 years of age and over;
- c) Applications from persons 60 years of age and over;
- d) Persons who have completed examinations for discovery;
- e) Persons who are applying as members of groups.

Among persons in categories d or e, above, the health of any alleged perpetrator who has indicated they will give evidence at a hearing may be used to establish priority.

**SECTIONS OF MANDATE FOR THE TRUTH AND RECONCILIATION
COMMISSION, SCHEDULE N TO THE IRSSA, INCORPORATED BY
REFERENCE**

10. Events

There are three essential event components to the Truth and Reconciliation Commission: National Events, Community Events and Individual Statement-Taking/Truth Sharing. The Truth and Reconciliation process will be concluded with a final Closing Ceremony.

(A) National Events

The national events are a mechanism through which the truth and reconciliation process will engage the Canadian public and provide education about the IRS system, the experience of former students and their families, and the ongoing legacies of the institutions.

National events should include the following common components:

- (k) participation of high level government and church officials;

(B) Community Events

It is intended that the community events will be designed by communities and respond to the needs of the former students, their families and those affected by the IRS legacy including the special needs of those communities where Indian Residential Schools were located.

The community events are for the purpose of:

- (c) involving church, former school employees and government officials in the reconciliation process, if requested by communities;
- (f) allowing for the participation from high level government and church officials, if requested by communities;

(D) Closing Ceremony

The Commission shall hold a closing ceremony at the end of its mandate to recognize the significance of all events over the life of the Commission. The closing ceremony shall have the participation of high level church and government officials.

14. Budget and Resources

Institutional parties shall bear the cost of participation and attendance in Commission events and community events, as well as provision of documents. If requested by the party providing the documents, the costs of copying, scanning, digitalizing, or otherwise reproducing the documents will be borne by the Commission.

SCHEDULE F**NOTICE INFORMATION FOR ANGLICAN ENTITIES
(other than The General Synod, The Missionary Society and the Corporation)**

Name of Entity	Address of giving notice
1. Diocese of Algoma	PO Box 1168 Sault Ste Marie, ON P6A 5N7
2. Diocese of Arctic	Synod Office PO Box 190 Yellowknife, NT X1A 2N2
3. Diocese of Athabasca	PO Box 6868 Peace River, AB T8S 1S6
4. Diocese of Brandon	PO Box 21009 RPO West End Brandon, MB R7B 3W8
5. Diocese of British Columbia	900 Vancouver Street Victoria, BC V8V 3V7
6. Diocese of Caledonia	PO Box 278 Prince Rupert, BC V8J 3P6
7. Diocese of Calgary	Synod Office 560 - 1207 11 Avenue, SW Calgary, AB T3C 0M5
8. Diocese of Cariboo	P.O. Box 1979 100 Mile House British Columbia, V0K 2E0
9. Anglican Parishes of the Central Interior	PO Box 1979 100 Mile House, BC V0K 2E0
10. Diocese of Central Newfoundland	34 Fraser Road Gander, NL A1V 2E8
11. Diocese of Eastern Newfoundland & Labrador	19 King's Bridge Road St John's, NL A1C 3K4
12. Diocese of Edmonton	10035 103 Street Edmonton, AB T5J 0X5

Name of Entity	Address of giving notice
13. Diocese of Fredericton	115 Church Street Fredericton, NB E3B 4C8
14. Diocese of Huron	190 Queens Avenue London, ON N6A 6H7
15. Diocese of Keewatin	915 Ottawa Street Keewatin, ON P0X 1C0
16. Diocese of Kootenay	1876 Richter Street Kelowna, BC V1Y 2M9
17. Diocese of Montreal	1444 Union Avenue Montreal, QC H3A 2B8
18. Diocese of Moosonee	PO Box 841 Schumacher, ON P0N 1G0
19. Diocese of New Westminster	580 – 401 West Georgia Street Vancouver, BC V6B 5A1
20. Diocese of Niagara	Cathedral Place 252 James Street, North Hamilton, ON L8R 2L3
21. Diocese of Nova Scotia & Prince Edward Island	5732 College Street Halifax, NS B3H 1X3
22. Diocese of Ontario	90 Johnson Street Kingston, ON K7L 1X7
23. Diocese of Ottawa	71 Bronson Avenue Ottawa, ON K1R 6G6
24. Diocese of Qu'Appelle	1501 College Avenue Regina, SK S4P 1B8
25. Diocese of Quebec	31 rue des Jardins Quebec, QC G1R 4L6
26. Diocese of Rupert's Land	935 Nesbitt Bay Winnipeg, MB R3T 1W6

Name of Entity	Address of giving notice
27. Diocese of Saskatchewan	1308 5th Avenue, East Prince Albert, SK S6V 2H7
28. Diocese of Saskatoon	PO Box 1965 Saskatoon, SK S7K 3S5
29. Diocese of Toronto	135 Adelaide Street, East Toronto, ON M5C 1L8
30. Diocese of Western Newfoundland	Anglican Diocesan Centre 25 Main Street Corner Brook, NL A2H 1C2
31. Diocese of Yukon	Synod Office PO Box 31136 RPO Whitehorse, YT Y1A 5P7

SCHEDULE "O-3"

SETTLEMENT AGREEMENT

THIS AGREEMENT ENTERED INTO THIS ____ DAY OF _____, 2006

Between

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA
AS REPRESENTED BY
THE MINISTER RESPONSIBLE FOR THE OFFICE OF
INDIAN RESIDENTIAL SCHOOLS RESOLUTION OF CANADA**
(hereinafter referred to as the "Government")

and

THE CATHOLIC ENTITIES NAMED IN SCHEDULE A
(hereinafter referred to as the "Catholic Entities")

and

EPISCOPAL CORPORATION OF SASKATOON

and

THE • CORPORATION (name to be identified)

WHEREAS the Government and certain Catholic Entities participated in developing and operating residential schools for Aboriginal children in Canada;

AND WHEREAS representatives of the Government and the Catholic Entities are parties to an Agreement in Principle amongst themselves, plaintiffs, the AFN and certain other religious denominations, dated November 20, 2005 in which the Catholic Entities have agreed to enter into a final settlement agreement to give effect to the Agreement in Principle and the Memorandum of Understanding between themselves of the same date;

AND WHEREAS former residential school students have alleged abuse and other wrongs against the Government and certain of the Catholic Entities;

AND WHEREAS the Government and the Catholic Entities recognize that court proceedings can be adversarial, lengthy and costly and often not the best way to resolve abuse claims;

AND WHEREAS the parties desire a fair, comprehensive and lasting resolution of the legacy of Indian Residential Schools directed to, among other things, healing and

reconciliation;

AND WHEREAS the Government and the Catholic Entities have been and remain committed to working jointly with Claimants to assist in their healing and reconciliation and to employ fair, safe, effective and timely processes to validate and resolve IRS Abuse Claims, which processes will seek to avoid causing additional trauma for Claimants while also protecting the reputations of those named as abusers from unfounded allegations;

AND WHEREAS the Government recognizes the importance of enabling the continuing contribution of the Catholic Entities in Canadian society and through this Agreement supports their ongoing viability;

THIS MEMORANDUM WITNESSETH:

PART I: DEFINITIONS

1.1 The following definitions apply throughout this Agreement, and, unless specifically defined therein, in any subsequent documents entered into in furtherance of its objectives:

"Aboriginal Healing Foundation" or "AHF" means the non-profit corporation established under Part II of the *Canada Corporations Act*, R.S.C. 1970, c. C-32 to address the healing needs of Aboriginal people affected by Indian Residential Schools.

"Agreement", "hereto", "herein", and similar expressions refer to this Agreement and any amendments thereto, and include all schedules attached to this Agreement.

"Agreement in Principle" means the agreement signed on November 20th, 2005 between the Government as represented by The Hon. Frank Iacobucci, IRS plaintiffs, the AFN, certain Catholic Entities, other religious denominations, and others.

"Approval Orders" means the judgments or orders of the courts certifying the Class Actions and approving the Indian Residential Schools Settlement Agreement pursuant to the applicable class proceedings legislation or the common law.

"Assembly of First Nations" or "AFN" means the national representative organization of the First Nations in Canada created by Charter of its members in 1985.

"Catholic Entity" means any one of the entities set out in Schedule A hereto.

“Catholic Entities” means the entities set out in Schedule A hereto.

“Claimant” means an individual who is entitled to make a claim under the Dispute Resolution Model or Independent Assessment Process established under the Indian Residential Schools Settlement Agreement or a former student of an IRS or other person who has opted out of the Settlement Agreement and has made an IRS Abuse Claim.

“Compensation” means damages, Costs and interest as awarded or agreed upon payable to a Claimant in an IRS Abuse Claim.

“Corporation” means the corporation established by the Catholic Entities pursuant to this Agreement, such corporation to be operated and to act in accordance with this Agreement.

“Costs” means assessed costs, agreed upon costs or DRM or IAP costs, payable to a Claimant in an IRS Abuse Claim.

“Dispute Resolution Model” or “DRM” means the out of court process for the resolution of IRS Abuse Claims announced by the Minister Responsible for Indian Residential Schools Canada on November 6, 2003, as amended from time to time.

“Government” means the Government of Canada.

“Independent Assessment Process” or “IAP” means the process for validating and providing compensation for certain proven abuse claims as set out in Schedule D to the Agreement in Principle, as modified by the Approval Orders or thereafter in accordance with a procedure approved by those judgments.

“IAP Claim” means a claim resolved through the IAP established by the Approval Orders.

“Indian Residential School” or “IRS” means one or more of the Indian Residential Schools set out in Schedule E or F to the Indian Residential Schools Settlement Agreement, and any other school added to such list pursuant to the process set out in the aforesaid Settlement Agreement at which any of the Catholic Entities had a presence or was otherwise associated with such school, or within whose territorial jurisdiction such school operated.

“Indian Residential Schools Settlement Agreement” or “IRSSA” means the Settlement Agreement dated • , 2006, (made between Canada, certain Plaintiffs, as represented by the National Consortium, the Merchant Law Group and independent counsel; the AFN; Inuit representatives, and the Church

Organizations as defined in the IRSSA) as approved by the Approval Orders.

“In-Kind Services” includes In-Kind Services, contributions, commitments or programs as the context may require.

“IRS Abuse Claim” means a continuing claim as defined for the IAP, or outside of the IAP, means a claim for Compensation for the mistreatment or neglect of a child arising from, or connected to, the operation of an Indian Residential School, other than a claim arising from the alleged loss or diminution of aboriginal language or culture (which is a continuing claim as defined for the IAP) that is founded on:

one or more intentional torts such as physical or sexual assault, forcible confinement or the intentional infliction of mental suffering where the Government or a Catholic Entity has or accepts vicarious liability;

negligence or breach of fiduciary duty where the Government or a Catholic Entity has or accepts any part of the legal responsibility;

any other head of liability recognized by the courts as of the date this Agreement comes into force, where the Government or a Catholic Entity has or accepts any part of the legal responsibility.

“Other Catholic Entity” means:

a) one or more of the Jesuit Fathers of Upper Canada, the Roman Catholic Episcopal Corporation for the Diocese of Sault Ste. Marie in Ontario Canada, or the Daughters of Mary, all of whom are not parties to this Agreement but are parties to an agreement with the Government dated May 10, 2004 that provides, *inter alia*, for the payment of Compensation, which payments have been paid in full; or

b) the Episcopal Corporation of Saskatoon, which is a party to this Agreement but did not have an IRS located within its territorial boundaries, nor did it provide staff to work in an IRS.

“Other Released Claim” means any claim deemed to have been released pursuant to the Approval Orders.

“Validated Claim” means an IRS Abuse Claim that has been found to be proven:

by a final decision of a DRM, the IAP, or a court; or

as a result of an assessment conducted by counsel for the Government in accordance with this Agreement, including the principles set out in

Section 2.9.

and "Validation" means any of the above methods used to decide if an IRS Abuse Claim is a Validated Claim.

1.2 For greater certainty, for purposes of this Agreement the definitions in this Agreement prevail over those used in the IRSSA. Where a word or term is capitalized in this Agreement and not herein defined then the definition in the IRSSA applies unless the context requires otherwise.

1.3 The following Schedules are appended to this Agreement and are incorporated into and form part of this Agreement by this reference as fully as if contained in the body of this Agreement:

Schedule A, List of the Catholic Entities;

Schedule B, The Catholic Healing, Reconciliation and Service Evaluation Committee;

Schedule C, Conditions Under Which Payments are Made From the Corporation to the Aboriginal Healing Foundation ("AHF");

Schedule D, Full and Final Release in Claims by Persons who Opt Out of the IRSSA;

Schedule E, Process for Providing Documents to the Truth And Reconciliation Commission;

Schedule F, Sections of IRSSA incorporated by Reference; and

Schedule G, Name and Address of the Catholic Entities for Giving Notice.

**PART 1A
COMING INTO FORCE**

1A.1 This Agreement comes into force and will become effective and binding on the parties on the Implementation Date (see Article 1.01 of the IRSSA). For greater certainty, if the IRSSA does not become effective and binding, then this Agreement has no force and effect.

**PART II
DEFENCE AND RESOLUTION OF IRS ABUSE CLAIMS**

2.1 As long as there is a prospect of settling a claim solely on the basis of the allegations which fall within the definition of an IRS Abuse Claim, it is to be treated as such for the

purposes of this Agreement notwithstanding the fact that claims arising from alleged loss or diminution of aboriginal language or culture or other claims falling outside the definition are also being made.

2.2 In this Part, a reference to one or more Catholic Entities means only those Catholic Entities which were associated with the IRS from which a claim arises, or within whose territorial jurisdiction the IRS is or ever was located and is a party to this Agreement.

2.3 It is the Government's intention to defend or resolve all IRS Abuse Claims in which it is a named party. For claims based on intentional torts arising prior to May 14, 1953 the Government will assert immunity if the matter proceeds to trial and will play no role in the defence after a court finds such immunity. The Government will provide written notice of its intention to each Catholic Entity which is a party to these claims not later than 120 days before the start of such trial, and such Catholic Entity will defend the claims or otherwise settle them.

2.3.1 The Government agrees to wholly indemnify the Catholic Entity for all Compensation paid to a Claimant pursuant to this Section or Section 4.2.; and

2.3.2 The Government will further indemnify the Catholic Entity for legal fees and expenses incurred by the Catholic Entity in defending an IRS Abuse Claim based on an intentional tort arising prior to May 14, 1953 for the period of time from and after a court has dismissed the claim against the Government based on Crown immunity to the date of resolution of the claim. The indemnification will be in an amount as agreed between the Government and the Catholic Entity, or as determined in accordance with Part V hereof. In the event of resort to Part V the parties and any Mediator appointed under Section 5.6 shall have regard to the rules, principles and caselaw that would apply in the taxation of a solicitor and own client account in the province or territory where the claim was brought.

2.4 Each Catholic Entity will cooperate in the defence or resolution of all IRS Abuse Claims against it, whether advanced within or outside the IAP, and may elect to participate at its own expense in the defence of any claim, or certain aspects of it, subject to any applicable rules and procedures. In the case of a claim being resolved through the IAP, the Entities' rights to participate and obligations are as set out therein.

2.5 The Government agrees to co-operate with each Catholic Entity to minimize the circumstances in which the Claimant pursues independent causes of action or theories of liability against each Catholic Entity in an IRS Abuse Claim.

2.6 The Government, where requested by a Catholic Entity, shall provide disclosure of and production of relevant files and documents to counsel for that Catholic Entity and its researchers and/or experts, excepting files and documents with respect to which solicitor-client privilege or other lawful privilege applies and is asserted and subject to privacy concerns and legislation. Any information obtained from records pursuant to this Section

will be used exclusively for the DRM or IAP processes or for the defence of the IRS Abuse Claim for which the information was sought unless otherwise agreed in writing.

2.7 The Government, the Corporation and each Catholic Entity agree that instructions given to their respective counsel will be consistent with the terms and intent of this Agreement, and further accept and acknowledge that their respective representatives and counsel are instructed by, act for, and represent only their principal.

2.8 The Government and each Catholic Entity will within 60 days of the coming into force of this Agreement withdraw any third party claim or cross claim against each other in IRS Abuse Claims on a reciprocal, without costs basis, other than in a proceeding which includes allegations beyond IRS Abuse Claims, and will refrain from issuing such claims in the proceeding which includes allegations beyond IRS Abuse Claims.

2.9 The provisions of Appendices III and IV of the IAP apply to the collection and submission of documents and to the participation and evidence of an alleged perpetrator in IAP.

2.9A Each Catholic Entity will, upon request by the Government, provide the Government with access to any documents in the possession of the Catholic Entity that could assist with validation of applications for the Common Experience Payment (CEP) as that term is defined in the IRSSA, all at the expense of the Government.

2.10 In litigation, and subject to Appendices III and IV of the IAP, in IAP, where a Catholic Entity elects not to participate in the validation, resolution or defence of IRS Abuse Claims in litigation and, in IAP to the extent that the following provisions apply, the Catholic Entity will at its own expense:

2.10.1 Comply with all reasonable requests from the Government for information during the proceedings;

2.10.2 Provide counsel for the Government and its researchers and/or experts with full access to all relevant files and databases, excepting documents with respect to which solicitor-client privilege or other lawful privilege applies and is asserted. Any information obtained from records pursuant to this section will be used exclusively for the DRM or IAP processes or for the defence of the IRS Abuse Claim, for which the information was sought unless otherwise agreed in writing;

2.10.3 Participate, through a representative, to the extent consistent with its values and traditions in any apologies, reconciliation or closure ceremonies that are agreed to as part of the resolution of an IRS Abuse Claim and, provided the terms of this Agreement have been followed, support the result achieved as if they had been represented by counsel and had defended the Claim. For greater certainty, the Catholic Entity will pay for its own expenses for attendance and participation but not for the ceremony itself;

2.10.4 Provide disclosure and production of relevant documents in its possession or control, and provide witness statements on request;

2.10.5 Attend, as appropriate, at the discovery of their witnesses, and otherwise facilitate the testimony of witnesses within its employ; and

2.10.6 Accommodate a Claimant's reasonable request that a representative of the Catholic Entities attend a hearing while a Claimant is giving evidence or otherwise relating his or her experience at an IRS.

2.11 In IAP, where a Catholic Entity elects not to participate in the validation, resolution or defence of IRS Abuse Claims and subject to Appendix III of the IAP, the Government will:

2.11.1 Provided a witness statement is submitted in advance, or the individual provides a full interview to the Government, the Government will pay the reasonable travel and accommodation costs of a member, employee or former employee of a Catholic Entity to appear at a DRM or an IAP hearing. In other proceedings involving IRS Abuse Claims, the Government will only be responsible for any expense related to the participation of the member, employee or former employee of a Catholic Entity where the Government requires the participation of such member, employee or former employee; and

2.11.2 The Government will participate in and may conclude negotiations to determine the amount of Compensation in any settlement.

2.12 Each Catholic Entity will provide documents to the Truth and Reconciliation Commission in accordance with Schedule "E".

2.13 IRS Abuse Claims brought outside the IAP will be settled only where the standard of proof utilized by the courts for matters of like seriousness has been met. Settlement offers will be based on evidentiary considerations and legal principles. IAP Claims shall be settled in accordance with its terms and conditions.

2.13.1 Where a Catholic Entity advises the Government in writing that it wishes to be consulted before the Government settles an IAP claim without holding a hearing, the Government will consult with the Catholic Entity provided that within two weeks of notification the Catholic Entity commits to a reasonable timetable and process for consultation.

2.14 Where a trial is held in a matter arising under the IAP, neither the Government nor a Catholic Entity will rely upon the defence of limitations or the doctrine of laches or other defence not going to the merits. This section does not apply to claims by a plaintiff who has opted out of the IRSSA.

2.14.1 Where an opt-out claim can be settled, the Government and the affected Catholic Entity agree that it will be resolved without regard to possible defences which do not go to the merits, such as limitations or laches. Should such a claim proceed to trial, Crown immunity, where applicable, will be asserted by the Government, and the Catholic Entity will be free to determine the defences it will assert.

2.15 Where a Catholic Entity makes a request in writing the Government will, in a timely manner, provide the Catholic Entity, or its designated representative, with copies of IRS Statements of Claim served on the Government, and copies of Notices of Examinations it serves on IRS Claimants, in order to facilitate informed decisions about potential participation by that Catholic Entity.

2.16 Where IRS Abuse Claims are being advanced in litigation, the Government and the Catholic Entities will each notify the other of any settlement overtures from claimants.

2.17 Where a Catholic Entity receives from the IAP Secretariat a copy of Claimant's IAP application or receives from the Government a copy of an application to the DRM, the Catholic Entity agrees to be bound by trust conditions imposed on it with respect to confidentiality or, if it does not so agree in one or more instances, to return the document(s) without copying, reading or making use of it in any way.

2.18 Releases by Class Members, Cloud Class Members and Non-resident Claimants are as provided for in the IRSSA, specifically Articles 4.06, 11.01, 11.02 and Schedule P, and the Approval Orders. As part of any resolution of a claim brought by any person not bound by the IRSSA arising out of or in relation to an Indian Residential School or the operation generally of Indian Residential Schools, the Government will concurrently secure from the claimant a dismissal of the claim and release for itself and the affected Catholic Entity from any and all past, present and future claims, whether or not now known to or existing at law, arising from or connected to, directly or indirectly, an Indian Residential School.

2.18.1 The release by a person not bound by the IRSSA shall be in the form attached as Schedule D.

2.19 Each Catholic Entity, the Corporation and Canada agree that they will bring no action or claim whatsoever against the other or its counsel related in any way to the validation, resolution or defence of any DRM, IAP or opt-out claim, and agree that this section shall operate as a full and complete defence to any such claim and that each of them shall be barred from recovering as against the other any and all amounts claimed by way of damages, interest, costs or expenses in any way related to such claims. The parties further agree to indemnify each other for any and all costs, expenses and damages suffered by each of them as a result of such action or claim being brought against the other or its counsel by them.

2.20 Section 2.19 does not operate to prevent the Government, the Corporation or a Catholic Entity from taking an action to enforce the provisions of this Agreement.

**PART III:
HEALING AND RECONCILIATION AND FINANCIAL COMMITMENTS**

3.1 The Catholic Entities will establish a not for profit corporation for healing and reconciliation for the exclusive purpose of implementing and carrying out the financial and In-Kind Services provided for in this Agreement and, subject to approval by the Government of its articles of incorporation, will have established the Corporation before the execution of this Agreement. The Corporation shall provide the Government with its constating documents and bylaws upon incorporation, and as amended from time to time, and with financial statements on its operations no later than 120 days following the end of each fiscal year until the financial and service commitments provided for by this Agreement and the Settlement Agreement are fulfilled.

3.1.1 The Government shall have the right to review and approve the articles of incorporation of the Corporation prior to incorporation.

3.2 The Corporation shall maintain segregated funds, accounts and records for each of the below listed \$29,000,000 cash contribution, \$25,000,000 In-Kind Services, and the funds raised in the Canada-wide fund raising campaign.

3.3 Each Catholic Entity and the Episcopal Corporation of Saskatoon agrees to pay or transfer to the Corporation for use in accordance with this Agreement the amount of money specified in a confidential list provided to the Deputy Minister, IRSRC. The list shall include amounts and a payment schedule for each Entity ("the Payment List"). The total of such individual commitments shall be \$29,000,000, less the aggregate amount paid by one or more of the Catholic Entities or Other Catholic Entity for IRS Abuse Claim Compensation as of the date this Agreement comes into force (the "Net Amount").

3.3.1 Within 60 days of this Agreement coming into force the Government and each Catholic Entity and Other Catholic Entity shall agree upon the amount that has been paid by the latter for IRS Abuse Claims. The amount remaining payable by each Catholic Entity as set out in the Payment List shall be secured by a promissory note and consent to judgment by that Catholic Entity in favour of the Corporation. The aggregate amount of all promissory notes and consents to judgment shall be the Net Amount. The promissory notes and consents to judgment shall be held by the Corporation in trust to be used only in the event of default, and then only as against an Entity in default.

3.3.2 Each Catholic Entity shall pay its share of the Net Amount as shown on the Payment List within a five year period commencing the day following the coming

into force of this Agreement or such earlier date as may be agreed to by the parties. In no case shall the annual contribution to the Corporation by any Catholic Entity be less than 20% of that Entity's share of the net amount. The annual instalment shall be paid by each entity to the Corporation no later than March 31st of the year in which it is due. All payments are subject to verification and audit by a duly qualified person appointed by the Government.

3.4 The Corporation shall pay monies deposited with it pursuant to section 3.3 to the Aboriginal Healing Foundation ("AHF") in accordance with Schedule C or in accordance with Schedule B under the exception set out in section 4 of Schedule C.

3.5 Each Catholic Entity and the Episcopal Corporation of Saskatoon shall provide In-Kind Services as set forth in a confidential list ("the In-Kind Services List"), such list to be provided by the Corporation to the Deputy Minister, IRSRC.

3.5.1 The List shall include the value and a delivery schedule for each Entity. The total of the In-Kind Services by the Catholic Entities in the aggregate shall be \$25,000,000 contributed over ten years toward healing and reconciliation for former IRS students, and their families and communities.

3.6 The determination of qualifying In-Kind Services shall be made in accordance with Schedule B. Subject to the exception set out in Schedule B, section 11, the ten year period will commence the day following the coming into force of this Agreement. A minimum of \$2,500,000 In-Kind Services shall be made each year for the ten year period or until the In-Kind Services contributions total \$25,000,000, whichever comes earlier.

3.6.1 No Catholic Entity shall be liable for more than its scheduled value of In-Kind Services as set out in the In-Kind Services List. In-Kind Services are subject to verification of delivery and compliance with Schedule B and audit.

3.7 Each Catholic Entity shall provide a promissory note and consent to judgment to the Corporation to secure the amount of its In-Kind Services. The promissory notes and consents to judgment shall be held by the Corporation in trust to be used only in the event of default, and then only as against the defaulting entity.

3.8 The Government is entitled to receive from the Corporation and the Catholic Entities on an annual basis information sufficient to enable the Government to verify performance of the obligations contained in sections 3.3 and 3.5 of this Agreement.

3.8.1 Canada may provide the other Church Organizations with the total amounts determined under 3.3.2 and 3.6 of the Agreement annually so they can determine their own proportionate financial obligations under their respective agreements with the Government.

3.9 Each Catholic Entity and the Corporation further agree to use their best efforts

throughout the seven year period following the day after the coming into force of this Agreement to raise \$25,000,000 through a Canada-Wide campaign to be established by the Corporation for healing and reconciliation for former IRS students and their families and communities. The funds to be raised through the Canada-Wide campaign, net of reasonable and necessary administration costs to raise the funds, shall be paid to the Corporation on an annual basis and awarded as grants in accordance with Schedule B.

3.9.1 Best efforts shall be deemed to have been made where the fund-raising campaign demonstrates on a Canada-Wide level in each of the seven years an approach and means that is consistent with the approach and means used by professionally managed national fundraising campaigns, including those operated by universities and hospital foundations.

3.9.2 Each Catholic Entity shall cooperate with the other Catholic Entities and the Corporation with a view to causing the Corporation to perform its obligations under Section 3.9.

3.9.3 No Entity shall be held in default of its obligation as to best efforts or to cooperate in the campaign where, having regard to the campaign as a whole, best efforts have been made.

3.9.4 For greater certainty, not raising \$25,000,000 shall not, in itself, be a condition of default.

3.10 The Government is entitled to receive from the Catholic Entities and the Corporation on an annual basis information sufficient to enable the Government to verify that best efforts have been made and the amount of monies raised through the Canada-Wide campaign.

3.10.1 Canada may provide the other Church Organizations with the total amounts raised annually through the Canada-Wide campaign so they can determine their own proportionate financial obligations under their respective agreements with the Government.

3.11 Prior to the coming into force of this Agreement each Catholic Entity shall provide a statutory declaration of a duly authorized officer to satisfy the Government in accordance with accepted standards that it has the ability to meet its obligations under this Agreement.

3.12 So long as contributions made under section 3.3 to the Corporation are kept current as required by this Agreement, interest accruing on the funds held by the Corporation shall be used by the Corporation, first, for the payment of reasonable administration costs of the Corporation, and thereafter in accordance with Schedule B. The interest on any instalment paid to the Corporation before the due date shall be credited to the entity making the payment for the period of time from the date of payment to the due date.

3.12.1 Should the reasonable administration costs exceed the amount of interest on the funds on an annual basis, then the reasonable administration costs of operating the Corporation may, with the consent in writing of the Government be paid from the capital amount held by the Corporation. The Government may not unreasonably withhold the consent referred to in this Section.

3.13 The occurrence of any of the following events or conditions will be a default by a Catholic Entity:

3.13.1 Failure to fulfill its obligations under Sections 3.3, the first paragraph of 3.5, 3.7 and 3.11 where the default remains outstanding for more than 60 days;

3.13.2 Failure to fulfil its obligations under section 3.9;

3.13.3 Amalgamation with another entity on terms which do not provide that the amalgamated entity assumes the liabilities and obligations of the amalgamating body under this Agreement, the Settlement Agreement and Approval Orders, or becomes insolvent or bankrupt or makes a proposal or files an assignment for the benefit of creditors under the *Bankruptcy and Insolvency Act* or similar legislation in Canada or any other jurisdiction, or ceases doing business, or winds up, unless prior to such amalgamation, insolvency, bankruptcy, winding up, or assignment another Catholic Entity that is solvent and with sufficient funds to satisfy the obligations of the first entity assumes the obligations of such entity under this Agreement.

3.14 In the event of default by a Catholic Entity as defined in Section 3.13, the Corporation shall notify the Government in writing and the Corporation shall take such steps as are reasonable to cause the default by the Catholic Entity to be remedied.

3.15 In addition, with respect to a default under section 3.13.1, the Corporation and Government, as applicable, will have the following rights:

3.15.1 The Corporation is entitled to make such use of a defaulting Entity's promissory note and consent to judgment as it sees fit in order to realize on the amount(s) outstanding from the defaulting Entity, including the right to use, sue, file or register, and execute on the promissory note and consent to judgment;

3.15.2 The Government, in its sole discretion, may require the Corporation to deliver to it the defaulting Catholic Entity's promissory note and consent to judgment and, in such event may make such use of the promissory note and consent to judgment as it sees fit in order to realize on the amount outstanding from the defaulting Entity, including the right to use, sue, file or register, and execute on the promissory note and consent to judgment;

3.15.3 The Government, in its sole discretion, may require the Corporation to take all necessary steps to recover against a defaulting Entity on its promissory note and consent to judgment;

3.15.4 All proceeds recovered pursuant to Sections 3.15.1, 3.15.2, or 3.15.3 shall be applied, firstly, to pay the reasonable expenses related the use, suit, filing or registering or execution on the promissory note and consent to judgment and, secondly, to discharge or satisfy the obligations of the defaulting Entity under this Agreement.

3.16 The occurrence of any of the following events or conditions will be a default by the Corporation:

3.16.1 Breach of its obligations set out in Sections 3.2, 3.4, 3.7, 3.15.2 or 3.15.3 of this Agreement;

3.16.2 Failure to fulfil its obligations under section 3.9; and

3.16.3 Amalgamation with another entity on terms which do not provide that the amalgamated entity assumes the liabilities and obligations of the Corporation under this Agreement, the Settlement Agreement and Class Action Judgments, or becoming insolvent or bankrupt or making a proposal or filing an assignment for the benefit of creditors under the *Bankruptcy and Insolvency Act* or similar legislation in Canada or any other jurisdiction, or ceasing doing business or winding up, unless prior to such amalgamation, insolvency, bankruptcy, winding up, or assignment another corporation that is solvent with sufficient funds to satisfy the obligations of the Corporation assumes the obligations of the Corporation under this Agreement.

3.17 In the event of default by the Corporation, in addition to any other remedies the Government may have by law, the Government may:

3.17.1 Pursue remedies under Part V in an expedited way, and failing resolution under Part V make a summary application to court for a remedial order; or

3.17.2 Appoint a receiver over the Corporation.

3.18 If the provisions of Section 3.3, or 3.5 to 3.7 are not fully complied with, and the Government has taken reasonable steps against a defaulting Entity to execute on the promissory note and consent to judgment as against such Entity and obligations of that Entity remain outstanding, then in addition to any other rights or remedies to which the Government may be entitled by law, or by this Agreement, the Government may declare this Agreement, or, at its sole discretion, any portion thereof, to be void as to the defaulting Catholic Entity by notice in writing to all Catholic Entities and the Corporation or the Government may thereafter apply to court for an order removing the

defaulting Catholic Entity in from the deemed releases which arise under the IRSSA. In such case the defaulting Catholic Entity agrees to consent to judgment.

3.19 Notwithstanding Section 3.17.1, where a dispute arises as to whether the obligations of a Catholic Entity or the Corporation set out under Section 3.9 of this Agreement have been met, in addition to remedies under Part V of this Agreement, the Government may at any time refer the matter to the appropriate court on a summary basis. Where the court finds that the Catholic Entity or the Corporation has failed to meet its obligations under Section 3.9, the Government shall consider reasonable proposals from the defaulting Catholic Entity or Corporation, as the case may be, to remedy the default. Remedies may include additional fundraising efforts, In-Kind Services or additional cash. In addition:

3.19.1 Where the Government and a defaulting Catholic Entity do not agree on a remedy, the Government may declare this Agreement or, at its sole discretion, any portion thereof to be void as to the defaulting Catholic Entity by notice in writing to all Catholic Entities and the Corporation or the Government may thereafter apply to court for an order removing the defaulting Catholic Entity from the deemed releases which arise under the IRSSA. In such case, the defaulting Catholic Entity agrees to consent to judgment.

3.20 The Sections and Schedules of the Indian Residential Schools Settlement Agreement listed below and reproduced in Schedule F hereto are incorporated into and form part of this Agreement by this reference as fully as if contained in the body of this Agreement. The Sections and Schedules of the Settlement Agreement incorporated by reference are: selected Definitions in 1.01, 4.01, 4.05, 4.06, 7.01(2), 7.01(3), 11.01, 11.02, 11.03, 13.02, 13.03, 13.10, 13.11, 15.01(3), Schedule D Appendices II page 19 (iii) (iv), III page 21 (i), IV page 23 (i) (vii), X pages 39 to 42, XI pages 43 and 44, Schedule N Article 10A(k), 10B(c)(f), 10D, and Part 14 paragraph 3, Schedule P, all plus definitions from Section 1.01 of the IRSSA such as are necessary to give meaning and effect to the foregoing IRSSA Sections and Schedules.

PART IV APPORTIONMENT AND PAYMENT OF COMPENSATION

4.1 Where an IRS Abuse Claim is resolved after the coming into force of this Agreement, the Government will pay in full all Compensation payable for such claim, and the Catholic Entities shall bear no responsibility to pay any part of such Compensation.

4.1.1 For greater certainty, it is agreed that all Compensation for IRS Abuse Claims paid by a Catholic Entity as of the coming into force of this Agreement shall remain undisturbed, and credited in accordance with Section 3.3.1.

4.2 Notwithstanding Section 4.1, where all or part of the Compensation awarded at a trial for an IRS Abuse Claim relates only to an intentional tort committed prior to May 14, 1953 for which the Crown is immune, any Catholic Entity against whom judgment is

rendered shall pay 100% of the Compensation that relates to such intentional tort, and Section 4.1 shall apply only to the balance of such Compensation, if any. The provisions of Sections 2.3 and 4.7 shall apply to the amount of Compensation paid by a Catholic Entity under this clause so as to indemnify the Catholic Entity in a timely way.

4.3 Following the coming into force of this Agreement, the Government will, at the request of a Claimant whose IRS abuse claim was settled by the Government without contribution from a Catholic Entity which is a party to such claim and is a party to the Approval Orders, such settlement having been for an amount representing a fixed reduction from the assessed Compensation, offer to pay the balance of the assessed Compensation to the Claimant. Provided, however, that no amount shall be paid to a Claimant pursuant to this section until the Claimant agrees to accept such amount in full and final satisfaction of his or her claim against the Catholic Entity and the Government, and to release them.

4.4 The liability of a Catholic Entity for all Compensation for IRS Abuse Claims is discharged by full compliance of its obligations under this Agreement, and that thereafter the Government will not require further monies be paid or In-Kind Services be provided by such Catholic Entity.

4.4.1 The Episcopal Corporation of Saskatoon, which did not have an IRS located within its territorial boundaries nor did it provide staff to work in an IRS, is a party to this Agreement for purposes of contributing cash and providing In-Kind Services (in accordance with Sections 3.3 and 3.5 to 3.8, 3.11 and Schedule B hereof) and for complying with the requirements as to documents and witnesses and participation in ceremonies (in accordance with Sections 2.10 and 2.12 hereof). The liability of the Episcopal Corporation of Saskatoon for all Compensation for IRS Abuse Claims is discharged by full compliance of its obligations under this Agreement, and thereafter the Government will not require further monies be paid or In-Kind Services be provided by the Episcopal Corporation of Saskatoon.

4.4A The Jesuit Fathers of Upper Canada, the Roman Catholic Episcopal Corporation for the Diocese of Sault Ste. Marie in Ontario Canada, and the Daughters of Mary, being Other Catholic Entities with an existing agreement with the Government that provides for the payment of Compensation (which is paid up) and who are not parties to this Agreement, shall not receive any benefit or incur obligations pursuant to or arising from this Agreement.

4.5 In the event that the terms of this Agreement are fully complied with then notwithstanding anything to the contrary herein or elsewhere contained, the Government will release and forever discharge each Catholic Entity from any and all causes of action, claims or demands for damages for IRS Abuse Claims or claims included in the Approval Orders. In such event the Government will also agree not to make any claims or demands or commence, maintain or prosecute any action, cause or proceeding for damages,

compensation, loss or any other relief whatsoever against any Catholic Entity arising directly or indirectly from any IRS Abuse Claim or other claims included in the IRSSA.

4.6 So long as a Catholic Entity is complying with its obligations under this Agreement, the Government agrees to indemnify and save harmless such Catholic Entity from any and all claims for Compensation payable to a Claimant in an IRS Abuse Claim. If a Catholic Entity is not complying with its obligations under this Agreement, then the Government will not indemnify and save harmless such Catholic Entity for the period of time it is not in compliance.

4.7 Where the Corporation certifies that a Catholic Entity has fully complied with its obligations under Sections 3.3 and 3.5 of this Agreement, and where best efforts have been made to date and the Canada-Wide campaign is successful having regard to other professionally managed national fundraising campaigns, and the Catholic Entity commits to continue its best efforts in the Canada-Wide campaign, the Government shall release and forever discharge that Catholic Entity from any and all causes of actions, claims or demand for damages for IRS Abuse Claims or claims included in the Approval Orders and shall not make any claim or demand or commence, maintain or prosecute any other cause or proceeding for Compensation made against that Catholic Entity in an IRS Abuse Claim.

**PART V
RESOLUTION OF DISPUTES
CONCERNING THIS AGREEMENT**

5.1 The parties to this Agreement share the following objectives in the implementation of the Agreement, namely to:

- 5.1.1 co-operate with each other to develop harmonious working relationships;
- 5.1.2 prevent, or, alternatively, to minimize disagreements;
- 5.1.3 identify disagreements quickly and resolve them in the most expeditious and cost-effective manner; and
- 5.1.4 resolve disagreements in a non-adversarial, collaborative and informal atmosphere.

5.2 If any dispute arises out of, or has arisen relating to this Agreement, or the breach, validity or interpretation or subject matter thereof, the disputing parties will diligently endeavour to settle the dispute through good faith negotiations.

5.2.1 Section 5.2 does not abrogate the rights set out in Sections 3.15, 3.17, 3.18 and 3.19 nor the right to seek specific performance as set out in Section 5.7.

5.3 If the disputing parties resolve some, but not all issues in dispute during the course of, or as a result of the negotiations, their rights with respect to the remaining unresolved issues shall remain unaffected by the negotiations in any subsequent proceeding.

5.4 Within sixty (60) days of the execution date of this Agreement the Government and the Catholic Entities collectively, shall each appoint one person as their Nominee to an Implementation Steering Committee, for the purpose of overseeing the administration and interpretation of the provisions of this Agreement and shall provide in writing the name of their Nominee to the other. For the purposes of this Part the Government shall be entitled to one Nominee and the Catholic Entities collectively shall be entitled to one Nominee.

5.5 The two Nominees constituting the Implementation Steering Committee shall meet in the Province of Alberta, or otherwise in Canada as agreed, at least once each calendar year during the currency of this Agreement. The purpose of each meeting will be to review performance under this Agreement, and to resolve by consensus all disputes that arise or have arisen in the interpretation and implementation of this Agreement. The minutes of such meetings shall be signed by each Nominee at the conclusion of the meeting and filed with the Government, the Corporation and the Catholic Entities.

5.6 If the disputing parties are unable to resolve a dispute through negotiations within 120 days, either may request the commencement of mediation to resolve the dispute. The Mediator would be a third party neutral, who has no authority to resolve the dispute, but would facilitate resolution.

5.6.1 The mediation will be conducted by one Mediator jointly agreed upon by the Government and the disputing Catholic Entities.

5.6.2 The disputing parties will make a serious attempt to resolve the dispute through mediation by:

5.6.2.1 identifying underlying interests;

5.6.2.2 isolating points of agreement and disagreement;

5.6.2.3 exploring alternative solutions;

5.6.2.4 considering compromises or accommodations; and

5.6.2.5 co-operating fully with the mediator and giving prompt attention to, and responding to all communications from the mediator.

5.6.3 A party to the mediation may withdraw from mediation at any time by giving at least 21 days written notice of its intention to the other and the Mediator.

5.7 Notwithstanding Section 5.6, the Government may by notice in writing request that the Corporation or a Catholic Entity comply with a commitment made in this Agreement.

5.7.1 Where the Government has delivered a written request to the Corporation or Catholic Entity in accordance with this Agreement to have the recipient comply with such request within 60 days and the request has not been complied with, the Government may apply by way of summary application to a court of competent jurisdiction where the Corporation or Catholic Entity is located for a mandatory order that they immediately comply with their obligation.

5.7.2 The Corporation or Catholic Entity may file responding materials to the summary application and the rules of the court having jurisdiction will thereafter determine the process to be followed in determining the summary application.

5.7.3 If the court hearing the summary application finds that the Corporation or Catholic Entity have failed to comply with their obligations under this Agreement the court may order that they immediately comply with such obligations.

PART VI: GENERAL

6.1 Notice shall be given, save as otherwise specifically provided, in writing addressed to the party for whom it is intended and shall be deemed received by the other party on the day it is signed for if sent by certified mail, and if sent by facsimile or email, it shall be deemed received on the business day next following the date of transmission. The mailing, facsimile and email addresses of the parties shall be:

As to the Catholic Entities:

See Schedule G to this Agreement

As to the Episcopal Corporation of Saskatoon:

100 5th Avenue North
Saskatoon SK S7K 2N7

Attention: •

Fax: •

Copy to:

David Stack
McKercher McKercher & Whitmore LLP
374 Third Avenue South

Saskatoon SK S7K OG6
Fax: (306) 653-2669 (fax)
E-mail: d.stack@mckercher.ca

As to the Corporation:

•

Attention: Chair of the Board
Fax: •

Copy to:

W. Rod Donlevy
374 Third Avenue South
Saskatoon, Saskatchewan
S7K 1M5
Fax : (306) 653-2669
Email: r.donlevy@mckercher.ca

Pierre-L. Baribeau
1 Place Ville Marie
Suite 4000
Montréal, Quebec
H3B 4M4
Fax : (514) 871-8977
Email : pbaribea@lavery.qc.ca

As to the Government:

Deputy Head,
Office of Indian Residential Schools Resolution Canada,
3rd floor, 90 Sparks Street
Ottawa, Ontario, K1A 0H4

Fax: 613 996 2811

Copy to:

Department of Justice Legal Services,
5th floor, 90 Sparks Street

Ottawa, Ontario, K1A 0H4

Attention: Senior Counsel
Fax: 613 996 1810

Copy to:

Deputy Attorney General of Canada,
Department of Justice Building
284 Wellington Street
Ottawa, Ontario, K1A 0H8

Attention: Assistant Deputy Attorney General, Aboriginal Law
Fax: 613 996 4737

or any other mailing, facsimile addresses or email addresses as the Parties from time to time may notify each other of in writing.

6.2 This Agreement shall be binding on and enure to the benefit of each Catholic Entity, the Corporation and their successors and assigns and the Government.

6.3 Any provision of this Agreement which is or becomes prohibited or unenforceable in any jurisdiction that governs the interpretation, applicability or enforceability of this Agreement shall not invalidate or impair the remaining provisions of this Agreement which shall be deemed severable from the prohibited or unenforceable provision and any prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable that provision in any other jurisdiction.

6.4 No amendment, supplement or waiver of any provision of this Agreement or any other agreements provided for or contemplated by this Agreement, nor any consent to any departure by a party to this Agreement or their representative shall in any event be effective unless it is in writing and signed by the Parties to this Agreement and then the amendment, supplement, waiver or consent shall be effective only in the specific instance for the specific purpose for which it has been given.

6.5 No waiver or act or omission of a party to this Agreement shall extend to or be taken in any manner whatsoever to affect any subsequent event of default or breach by that party of any provision of this Agreement or the results or the rights resulting from it.

6.6 Time shall be of the essence in this Agreement.

6.7 No Member of the House of Commons or Senate may participate in or derive a benefit through this Agreement other than as a member or officer of the Corporation, a Catholic Entity or as a Claimant.

6.8 This Agreement constitutes the entire Agreement among the parties and cancels and supersedes any prior agreements, undertakings, declarations or representations, written or verbal in respect of them, except as follows:

6.8.1 The provisions in the Agreements between the Government and the Catholic entities listed in Schedule A which were in force as of the date this Agreement comes into force continue in effect for the purpose of determining rights and obligations in DRM proceedings, but not as to any financial matters.

6.9 This Agreement shall be interpreted in accordance with the laws in force in the Province of Ontario, subject always to any paramount or applicable federal laws. Nothing in this Agreement is intended to or is to be construed as limiting, waiving or derogating from any federal Crown prerogative.

6.10 The Government, the Catholic Entities and the Corporation acknowledge that the participation in the negotiations leading to the execution of this Agreement, and the execution of this Agreement, does not constitute any admission by the Government, the Catholic Entities or the Corporation that they have any legal or financial liability to any party in relation to claims arising from or connected to the operation of an IRS. The Government, the Catholic Entities and the Corporation agree that they will not advance as evidence or argument in any legal claim against each other in relation to claims arising from or connected to the operation of an IRS, the negotiations leading to and the execution of this Agreement.

6.11 This Agreement may be signed in counterparts.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their respective officers duly authorized as of the date stated above.

EXECUTED in the presence of:

As to Sisters of Charity, a body corporate also
known as Sisters of Charity of St. Vincent de
Paul, Halifax also known as Sisters of Charity
of Halifax's authorized signatory

Print Name

Address

Occupation

) AS TO SISTERS OF CHARITY, A BODY
) CORPORATE ALSO KNOWN AS SISTERS
) OF CHARITY OF ST. VINCENT DE PAUL,
) HALIFAX ALSO KNOWN AS SISTERS OF
) CHARITY OF HALIFAX

) _____
) *(signature)*

) _____
) *(name of person signing)*

) _____
) *(title)*

) I have the authority to bind the corporate entity
)
)

EXECUTED in the presence of:

As to The Roman Catholic Episcopal
Corporation of Halifax 's authorized signatory

Print Name

Address

Occupation

) THE ROMAN CATHOLIC EPISCOPAL
) CORPORATION OF HALIFAX

) _____
) *(signature)*

) _____
) *(name of person signing)*

) _____
) *(title)*

) I have the authority to bind the corporate entity
)

EXECUTED in the presence of:

As to Les Soeurs de Saint-Joseph de Saint-
Hyacinthe (The Sisters of St. Joseph of St.
Hyacinthe)'s authorized signatory

Print Name

Address

Occupation

) LES SOEURS DE SAINT-JOSEPH DE
) SAINT-HYACINTHE (THE SISTERS OF ST.
) JOSEPH OF ST. HYACINTHE)

) _____
) *(signature)*

) _____
) *(name of person signing)*

) _____
) *(title)*

) I have the authority to bind the corporate entity

EXECUTED in the presence of:

As to Les Soeurs De Jesus-Marie's authorized
signatory

Print Name

Address

Occupation

) LES SOEURS DE JESUS-MARIE

) _____
) *(signature)*

) _____
) *(name of person signing)*

) _____
) *(title)*

) I have the authority to bind the corporate entity

EXECUTED in the presence of:

As to Les Soeurs de L'Assomption de la Sainte
Verge's authorized signatory

Print Name

Address

Occupation

) LES SOEURS DE L'ASSOMPTION DE LA
) SAINTE VERGE

) _____
) *(signature)*

) _____
) *(name of person signing)*

) _____
) *(title)*

) I have the authority to bind the corporate entity

EXECUTED in the presence of:

As to Les Soeurs de l'Assomption de la Saint
Vierge de l'Alberta's authorized signatory

Print Name

Address

Occupation

LES SOEURS DE L'ASSOMPTION DE LA
SAINT VIERGE DE L'ALBERTA

(signature)

(name of person signing)

(title)

I have the authority to bind the corporate entity

EXECUTED in the presence of:

As to Les Soeurs de la Charité de St.-
Hyacinthe's authorized signatory

Print Name

Address

Occupation

LES SOEURS DE LA CHARITÉ DE ST.-
HYACINTHE

(signature)

(name of person signing)

(title)

I have the authority to bind the corporate entity

EXECUTED in the presence of:

As to Les Oeuvres Oblates de l'Ontario's
authorized signatory

Print Name

Address

Occupation

LES OEUVRES OBLATES DE L'ONTARIO

(signature)

(name of person signing)

(title)

I have the authority to bind the corporate entity

EXECUTED in the presence of:

As to Sisters of Charity (Grey Nuns) of
Alberta's authorized signatory

Print Name

Address

Occupation

) SISTERS OF CHARITY (GREY NUNS) OF
) ALBERTA
)

) _____
) *(signature)*

) _____
) *(name of person signing)*

) _____
) *(title)*

) I have the authority to bind the corporate entity

EXECUTED in the presence of:

As to Les Soeurs de La Charité des T.N.O.'s
authorized signatory

Print Name

Address

Occupation

) LES SOEURS DE LA CHARITÉ DES T.N.O.
)

) _____
) *(signature)*

) _____
) *(name of person signing)*

) _____
) *(title)*

) I have the authority to bind the corporate entity

EXECUTED in the presence of:

As to Hôtel-Dieu de Nicolet (HDN)'s
authorized signatory

Print Name

Address

Occupation

) HÔTEL-DIEU DE NICOLET (HDN)
)

) _____
) *(signature)*

) _____
) *(name of person signing)*

) _____
) *(title)*

) I have the authority to bind the corporate entity

EXECUTED in the presence of:

As to The Grey Nuns of Manitoba Inc. - Les
Soeurs Grises du Manitoba Inc.'s authorized
signatory

Print Name

Address

Occupation

) THE GREY NUNS OF MANITOBA INC. -
) LES SOEURS GRISES DU MANITOBA INC.
)

) _____
) (*signature*)
)

) _____
) (*name of person signing*)
)

) _____
) (*title*)
)

) I have the authority to bind the corporate entity
)

EXECUTED in the presence of:

As to La Corporation Episcopale Catholique
Romaine de la Baie d' Hudson The Roman
Catholic Episcopal Corporation of Hudson's
Bay's authorized signatory

Print Name

Address

Occupation

) LA CORPORATION EPISCOPALE
) CATHOLIQUE ROMAINE DE LA BAIE D'
) HUDSON THE ROMAN CATHOLIC
) EPISCOPAL CORPORATION OF
) HUDSON'S BAY
)

) _____
) (*signature*)
)

) _____
) (*name of person signing*)
)

) _____
) (*title*)
)

) I have the authority to bind the corporate entity
)

EXECUTED in the presence of:

As to Missionary Oblates - Grandin's
authorized signatory

Print Name

Address

Occupation

) MISSIONARY OBLATES - GRANDIN
)
)

) _____
) (*signature*)
)

) _____
) (*name of person signing*)
)

) _____
) (*title*)
)

) I have the authority to bind the corporate entity
)

EXECUTED in the presence of:

As to Les Oblats de Marie Immaculée du
Manitoba 's authorized signatory

Print Name

Address

Occupation

) LES OBLATS DE MARIE IMMACULÉE DU
) MANITOBA
)
)

) _____
) (*signature*)

) _____
) (*name of person signing*)

) _____
) (*title*)

) I have the authority to bind the corporate entity

EXECUTED in the presence of:

As to The Archiepiscopal Corporation of
Regina s authorized signatory

Print Name

Address

Occupation

) THE ARCHIEPISCOPAL CORPORATION
) OF REGINA
)
)

) _____
) (*signature*)

) _____
) (*name of person signing*)

) _____
) (*title*)

) I have the authority to bind the corporate entity

EXECUTED in the presence of:

As to The Sisters of the Presentation 's
authorized signatory

Print Name

Address

Occupation

) THE SISTERS OF THE PRESENTATION
)
)
)

) _____
) (*signature*)

) _____
) (*name of person signing*)

) _____
) (*title*)

) I have the authority to bind the corporate entity

EXECUTED in the presence of:

) THE SISTERS OF ST. JOSEPH OF SAULT
) ST. MARIE

As to The Sisters of St. Joseph of Sault St.
Marie's authorized signatory

) _____
) *(signature)*

Print Name

) _____
) *(name of person signing)*

Address

) _____
) *(title)*

Occupation

) I have the authority to bind the corporate entity

EXECUTED in the presence of:

) LES SOEURS DE LA CHARITÉ
) D'OTTAWA - SISTERS OF CHARITY OF
) OTTAWA

As to Les Soeurs de la Charité d'Ottawa -
Sisters of Charity of Ottawa's authorized
signatory

) _____
) *(signature)*

Print Name

) _____
) *(name of person signing)*

Address

) _____
) *(title)*

Occupation

) I have the authority to bind the corporate entity

EXECUTED in the presence of:

) OBLATES OF MARY IMMACULATE - ST.
) PETER'S PROVINCE

As to Oblates of Mary Immaculate - St. Peter's
Province's authorized signatory

) _____
) *(signature)*

Print Name

) _____
) *(name of person signing)*

Address

) _____
) *(title)*

Occupation

) I have the authority to bind the corporate entity

EXECUTED in the presence of:

THE SISTERS OF SAINT ANN

As to The Sisters of Saint Ann's authorized
signatory

(signature)

Print Name

(name of person signing)

Address

(title)

Occupation

I have the authority to bind the corporate entity

EXECUTED in the presence of:

SISTERS OF INSTRUCTION OF THE
CHILD JESUS

As to Sisters of Instruction of the Child Jesus's
authorized signatory

(signature)

Print Name

(name of person signing)

Address

(title)

Occupation

I have the authority to bind the corporate entity

EXECUTED in the presence of:

THE BENEDICTINE SISTERS OF MT.
ANGEL OREGON

As to The Benedictine Sisters of Mt. Angel
Oregon's authorized signatory

(signature)

Print Name

(name of person signing)

Address

(title)

Occupation

I have the authority to bind the corporate entity

EXECUTED in the presence of:

) THE ROMAN CATHOLIC BISHOP OF
) NELSON CORPORATION SOLE
)

As to The Roman Catholic Bishop of Nelson
Corporation Sole's authorized signatory

)
)
) _____
) (*signature*)

Print Name

)
) _____
) (*name of person signing*)

Address

)
) _____
) (*title*)

Occupation

) I have the authority to bind the corporate entity
)

EXECUTED in the presence of:

) ORDER OF THE OBLATES OF MARY
) IMMACULATE IN THE PROVINCE OF
) BRITISH COLUMBIA
)

As to Order of the Oblates of Mary Immaculate
in the Province of British Columbia's
authorized signatory

)
) _____
) (*signature*)

Print Name

)
) _____
) (*name of person signing*)

Address

)
) _____
) (*title*)

Occupation

) I have the authority to bind the corporate entity
)

EXECUTED in the presence of:

) THE SISTERS OF CHARITY OF
) PROVIDENCE OF WESTERN CANADA
)

As to The Sisters of Charity of Providence of
Western Canada's authorized signatory

)
) _____
) (*signature*)

Print Name

)
) _____
) (*name of person signing*)

Address

)
) _____
) (*title*)

Occupation

) I have the authority to bind the corporate entity
)

EXECUTED in the presence of:

As to La Corporation Episcopale Catholique
Romaine de Grouard's authorized signatory

Print Name

Address

Occupation

) LA CORPORATION EPISCOPALE
) CATHOLIQUE ROMAINE DE GROUARD
)

) _____
) *(signature)*

) _____
) *(name of person signing)*

) _____
) *(title)*

) I have the authority to bind the corporate entity
)

EXECUTED in the presence of:

As to Roman Catholic Episcopal Corporation
of Keewatin's authorized signatory

Print Name

Address

Occupation

) ROMAN CATHOLIC EPISCOPAL
) CORPORATION OF KEEWATIN
)

) _____
) *(signature)*

) _____
) *(name of person signing)*

) _____
) *(title)*

) I have the authority to bind the corporate entity
)

EXECUTED in the presence of:

As to La Corporation Archiépiscope
Catholique Romaine de St. Boniface's
authorized signatory

Print Name

Address

Occupation

) LA CORPORATION ARCHIEPISCOPALE
) CATHOLIQUE ROMAINE DE ST.
) BONIFACE
)

) _____
) *(signature)*

) _____
) *(name of person signing)*

) _____
) *(title)*

) I have the authority to bind the corporate entity
)

EXECUTED in the presence of:

As to Les Missionnaires Oblates de St.
Boniface The Missionary Oblates Sisters of St.
Boniface's authorized signatory

Print Name

Address

Occupation

) LES MISSIONNAIRES OBLATES DE ST.
) BONIFACE THE MISSIONARY OBLATES
) SISTERS OF ST. BONIFACE

) _____
) *(signature)*

) _____
) *(name of person signing)*

) _____
) *(title)*

) I have the authority to bind the corporate entity

EXECUTED in the presence of:

As to Roman Catholic Archiepiscopal
Corporation of Winnipeg's authorized
signatory

Print Name

Address

Occupation

) ROMAN CATHOLIC ARCHIEPISCOPAL
) CORPORATION OF WINNIPEG

) _____
) *(signature)*

) _____
) *(name of person signing)*

) _____
) *(title)*

) I have the authority to bind the corporate entity

EXECUTED in the presence of:

As to La Corporation Episcopale Catholique
Romaine De Prince Albert's authorized
signatory

Print Name

Address

Occupation

) LA CORPORATION EPISCOPALE
) CATHOLIQUE ROMAINE DE PRINCE
) ALBERT

) _____
) *(signature)*

) _____
) *(name of person signing)*

) _____
) *(title)*

) I have the authority to bind the corporate entity

EXECUTED in the presence of:

) THE ROMAN CATHOLIC BISHOP OF
) THUNDER BAY

As to The Roman Catholic Bishop of Thunder
Bay's authorized signatory

) _____
) *(signature)*

Print Name

) _____
) *(name of person signing)*

Address

) _____
) *(title)*

Occupation

) I have the authority to bind the corporate entity

EXECUTED in the presence of:

) IMMACULATE HEART COMMUNITY OF
) LOS ANGELES CA

As to Immaculate Heart Community of Los
Angeles CA's authorized signatory

) _____
) *(signature)*

Print Name

) _____
) *(name of person signing)*

Address

) _____
) *(title)*

Occupation

) I have the authority to bind the corporate entity

EXECUTED in the presence of:

) ARCHDIOCESE OF VANCOUVER THE
) ROMAN CATHOLIC ARCHBISHOP OF
) VANCOUVER

As to Archdiocese of Vancouver The Roman
Catholic Archbishop of Vancouver's
authorized signatory

) _____
) *(signature)*

Print Name

) _____
) *(name of person signing)*

Address

) _____
) *(title)*

Occupation

) I have the authority to bind the corporate entity

EXECUTED in the presence of:

As to Roman Catholic Diocese of Whitehorse's
authorized signatory

Print Name

Address

Occupation

) ROMAN CATHOLIC DIOCESE OF
) WHITEHORSE

) _____
) *(signature)*

) _____
) *(name of person signing)*

) _____
) *(title)*

) I have the authority to bind the corporate entity

EXECUTED in the presence of:

As to The Roman Catholic Episcopal
Corporation of Mackenzie-Fort Smith's
authorized signatory

Print Name

Address

Occupation

) THE ROMAN CATHOLIC EPISCOPAL
) CORPORATION OF MACKENZIE-FORT
) SMITH

) _____
) *(signature)*

) _____
) *(name of person signing)*

) _____
) *(title)*

) I have the authority to bind the corporate entity

EXECUTED in the presence of:

As to The Roman Catholic Episcopal
Corporation of Prince Rupert's authorized
signatory

Print Name

Address

Occupation

) THE ROMAN CATHOLIC EPISCOPAL
) CORPORATION OF PRINCE RUPERT

) _____
) *(signature)*

) _____
) *(name of person signing)*

) _____
) *(title)*

) I have the authority to bind the corporate entity

EXECUTED in the presence of:

As to Episcopal Corporation of Saskatoon's
authorized signatory

Print Name

Address

Occupation

) EPISCOPAL CORPORATION OF
) SASKATOON

) _____
) *(signature)*

) _____
) *(name of person signing)*

) _____
) *(title)*

) I have the authority to bind the corporate entity

EXECUTED in the presence of:

As to OMI Lacombe Canada Inc.'s authorized
signatory

Print Name

Address

Occupation

) OMI LACOMBE CANADA INC.

) _____
) *(signature)*

) _____
) *(name of person signing)*

) _____
) *(title)*

) I have the authority to bind the corporate entity

EXECUTED in the presence of:

As to The • Corporation's authorized
signatory

Print Name

Address

Occupation

) THE • CORPORATION

) _____
) *(signature)*

) _____
) *(name of person signing)*

) _____
) *(title)*

) I have the authority to bind the corporate entity

EXECUTED in the presence of:

As to the signature of the Minister

) HER MAJESTY IN RIGHT OF CANADA, as
) represented by the Minister of Indian
) Residential Schools Resolution Canada
)
) _____
) (*signature*)
)
) _____
) (*name of person signing*)
)
) _____
) Minister
)

SCHEDULE A**LIST OF THE CATHOLIC ENTITIES**

1. Sisters of Charity, a body corporate also known as Sisters of Charity of St. Vincent de Paul, Halifax also known as Sisters of Charity of Halifax
2. The Roman Catholic Episcopal Corporation of Halifax
3. Les Soeurs De Notre Dame-Auxiliatrice
4. Les Soeurs de St. Francois D'Assise
5. Insitut Des Soeurs Du Bon Conseil
6. Les Soeurs de Saint-Joseph de Saint-Hyacinthe (The Sisters of St. Joseph of St. Hyacinthe)
7. Les Soeurs de Jesus-Marie
8. Les Soeurs de L'Assomption de la Sainte Verge
9. Les Soeurs de l'Assomption de la Saint Vierge de l'Alberta
10. Les Soeurs de la Charité de St.-Hyacinthe
11. Les Oeuvres Oblates de l'Ontario
12. Les Résidence Oblates du Québec
13. La Corporation Episcopale Catholique Romaine de la Baie James (The Roman Catholic Episcopal Corporation of James Bay) The Catholic Diocese of Moosonee
14. Soeurs Grises de Montréal/
Grey Nuns of Montreal
15. Sisters of Charity (Grey Nuns) of

Alberta

16. Les Soeurs de La Charité des T.N.O.
Grey Nun's Regional Centre
17. Hôtel-Dieu de Nicolet (HDN)
18. The Grey Nuns of Manitoba Inc. -
Les Soeurs Grises du Manitoba Inc.
19. La Corporation Episcopale
Catholique Romaine de la Baie d' Hudson
The Roman Catholic Episcopal Corporation
of Hudson's Bay
20. Missionary Oblates - Grandin
21. Les Oblats de Marie Immaculée
du Manitoba
22. The Archiepiscopal Corporation of Regina
23. The Sisters of the Presentation
24. The Sisters of St. Joseph of Sault St. Marie
25. Les Soeurs de la Charité d'Ottawa -
Sisters of Charity of Ottawa
26. Oblates of Mary Immaculate -
St. Peter's Province
27. The Sisters of Saint Ann
28. Sisters of Instruction of the Child Jesus
29. The Benedictine Sisters of Mt. Angel Oregon
30. Les Peres Montfortains
31. The Roman Catholic Bishop of Kamloops
Corporation Sole
32. The Bishop of Victoria, Corporation
Sole

33. The Roman Catholic Bishop of Nelson
Corporation Sole
34. Order of the Oblates of Mary Immaculate in
the Province of British Columbia
35. The Sisters of Charity of Providence
of Western Canada
36. La Corporation Episcopale Catholique
Romaine de Grouard
37. Roman Catholic Episcopal Corporation
of Keewatin
38. La Corporation Archiépiscope
Catholique Romaine de St. Boniface
39. Les Missionnaires Oblates de St. Boniface
The Missionary Oblate Sisters
of St. Boniface
40. Roman Catholic Archiepiscopal
Corporation of Winnipeg
41. La Corporation Episcopale Catholique
Romaine De Prince Albert
42. The Roman Catholic Bishop of Thunder Bay
43. Immaculate Heart Community
of Los Angeles CA
44. Archdiocese of Vancouver
The Roman Catholic
Archbishop of Vancouver
45. Roman Catholic Diocese of Whitehorse
The Catholic Episcopal
Corporation of Whitehorse
46. The Roman Catholic Episcopal Corporation
of Mackenzie-Fort Smith

47. The Roman Catholic Episcopal
Corporation of Prince Rupert

48. OMI Lacombe Canada Inc.

SCHEDULE B**THE CATHOLIC HEALING, RECONCILIATION AND SERVICE
EVALUATION COMMITTEE**

1. The parties agree that there shall be a Committee known as The Catholic Healing, Reconciliation Service Evaluation Committee ("the Committee") which shall be responsible to make grants of monies deposited with the Corporation and to approve In-Kind Services and admissible programs, all in accordance with this Agreement.
2. The reasonable administration costs of operating the Committee shall be paid first from the interest on funds held by the Corporation and thereafter may, with the consent in writing of the Government, be paid from the capital amount held by the Corporation. The Government may not unreasonably withhold the consent referred to in this Section.
3. The Committee shall be composed of seven members of which three members will be appointed by Catholic Entities; three members will be appointed by the AFN; and one member shall be appointed by Indian Residential Schools Resolution, Canada.
4. As much as possible, the Committee shall make decisions by consensus. Where a consensus cannot be reached through reasonable discussion and compromise, decisions may be taken by simple majority.
5. The guiding objective of the Committee shall be to ensure that admissible programs and services are directed to healing and reconciliation for former Indian Residential School students and their families. For greater certainty, the parties recognize that programs and services aimed at the community level may be admissible to the extent that the Committee is satisfied that the programs or service benefits are reasonably connected with healing and reconciliation for IRS students and their families.
6. Where an existing program or service is proposed, the Committee may certify the program or service to the extent that the Committee believes that the program or service or some part thereof is new or would not otherwise continue.
7. Programs and services must be open to all Aboriginal people regardless of denomination.
8. In addition the Committee shall consider the following criteria to applications for grants and for the approval of In-Kind Services.
 - a) Do Aboriginal people have input in developing and delivery of the program?
 - b) Has the program been effective in the past?
 - c) To what extent are aboriginal communities involved in the program?

- d) Does the program or service deal with former students, or their families and communities and the aftermath of IRS including providing assistance with the recovery of their histories?
 - e) What portion of the overall cost of the program addresses the social, psychological, and health issues without regard to religiosity?
9. Where the Committee approves a service or program as an admissible In-Kind Service, it shall assess the value in dollars of the program having regard to its actual cost and the market value of similar services. The lesser of these two amounts must be used unless there are compelling reasons to chose a higher amount.
10. The Committee shall require applicants to certify that no program proposed for In-Kind eligibility has received grants drawn from either the Catholic Entities' \$29,000,000 cash contribution under this Agreement or the fruits of fund raising under this Agreement. For greater certainty, this condition is only meant to ensure that services funded under the settlement (or portions thereof) are not counted as eligible In-Kind Services.
11. Notwithstanding section 6 of this Schedule, the Committee as an interim measure may credit the value of a program or service offered between March 31, 2005 and the coming into force of this agreement toward the In-Kind Services provided that:
- a) it meets the criteria set out in sections 7 and 8 of this Schedule;
 - b) the program or service did not exist before March 31, 2005 unless otherwise agreed to by Canada;
 - c) the same program or service cannot be certified for a period following the coming into force of this Agreement unless it can be shown that it would not otherwise continue; and
 - d) in no case shall the total amount credited for programs and services provided before the coming into force of this Agreement exceed \$1,500,000.
12. The parties agree that the Committee may meet and make decisions under section 11 of this Schedule before the coming into force of this Agreement, and that following the coming into force of this Agreement the decisions the Committee makes in this period shall be ratified without further review and the costs and reasonable expenses incurred shall be reimbursed by the Corporation in accordance with section 3.12 of this Agreement. For greater certainty, should this Agreement not come into force the decisions made under sections 11 and 12 shall have no force or effect and the Corporation has no obligation to make reimbursement.

SCHEDULE C**CONDITIONS UNDER WHICH PAYMENTS ARE MADE FROM THE
CORPORATION TO THE ABORIGINAL HEALING FOUNDATION
("AHF")**

The Corporation shall pay monies deposited with it under Sections 3.3 as follows:

1. The Corporation shall receive applications for funding of healing and reconciliation programs.
2. Where the application is one that the Corporation supports, it shall forward the application to the AHF for its consideration.
3. Where the AHF approves the application in accordance with its ordinary criteria, the Corporation shall pay to the AHF the amount of funding approved for the program.
4. Subject to article 5 of this Schedule, where an application is not accepted by the AHF, the Corporation may fund the program if it satisfies the criteria set out in Schedule B.
5. At least 80% of monies paid under Section 3.3 of this Agreement shall be transferred to the AHF in accordance with this Schedule.
6. Where at the end of the 5 year period set out in Section 3.3.2, the Corporation has not spent all the monies paid under 3.3 of this Agreement in accordance with articles 1 through 5 of this Schedule, the balance shall be paid to the AHF to be spent in accordance with its ordinary criteria, unless otherwise agreed in writing by the Government and the Corporation.

SCHEDULE D**FULL AND FINAL RELEASE IN CLAIMS BY PERSONS WHO OPT OUT OF
THE IRSSA**

IN CONSIDERATION of the payment of the sum of \$10.00 and other good and valuable consideration, all inclusive, all of which is directed to be paid to my solicitors, _____, in trust:

1. I, _____, fully, finally and forever release and discharge, separately and severally, each of

(a) Her Majesty the Queen in Right of Canada, the Attorney General of Canada, their successors, and assigns, and their Ministers, officers, employees, servants, partners, principals, attorneys, subrogees, representatives and agents; and

(b) the [Church Organization] and its predecessors, successors, transferees assigns, and their officers, employees, members, servants, directors, shareholders, partners, principals, attorneys, insurers, subrogees, representatives, administrators, receivers and agents;

(the "Releasees") from any and all actions or causes of action, liabilities, claims and demands whatsoever of every nature or kind for damages, contribution, indemnity, costs, expenses and interest which I ever had, now have or may in the future have against them (whether I now know about these claims or causes of action or not) arising from or in any way related to

(a) my attendance, presence and/or experiences at any Indian Residential School; and

(b) the operation of any Indian Residential School.

2. Paragraph 1 of this Release extends to claims that belong to and could be made by me personally, whether asserted directly by me, or by any other person, group or legal entity on my behalf or as my representative, through a class action or otherwise.

3. In addition, I fully, finally and forever release and discharge the Releasees from any and all claims which were or could have been asserted against them by me in an action against some or all of the Releasees, being [Court file no.] issued in the [Court Registry] of the [proper name of court], for compensation, damages and other relief relating to my attendance, presence and/or experiences at _____ Indian Residential School (the "Action"). I agree to the dismissal of the Action.

4. The claims and causes of action referred to in paragraphs 1 to 3 are referred to in this Release as "the Released Claims".
5. I will not make any further claims of any kind against the Releasees with respect to the Released Claims.
6. I understand that if at any time I, or anyone on my behalf, make any further claim or demand, or threaten to start an action against any of the Releasees in respect of any of the Released Claims, the Releasees may rely on this Release as an estoppel and a complete defence to any such claim or action.
7. I represent and warrant that I have not assigned any of the Released Claims to any person or corporation.
8. I agree that I will not make any or continue any claim in relation to the Released Claims against any person or corporation who could claim for any or all of the damages, contribution or indemnity or other relief in respect of my claim from any of the Releasees whether pursuant to the provisions of the *Negligence Act* (Province or Territory) or its counterpart in other common law jurisdictions, the common law, or any other statute of any jurisdiction.
9. I further agree to indemnify the Releasees in respect of claims that may be brought against them by any person, legal entity, government or government agency that arise out of or are in any way connected with payments made to me by that person, legal entity, government or government agency in relation to the Released Claims. This indemnity includes, but is not restricted to, claims relating to medical and/or dental services or treatment provided to me, and claims relating to compensation paid to me by any government or government agency authority for any of the Released Claims that are criminal assaults.
10. If I later commence a claim that is not a Released Claim for damages for harm or injuries which are the same as or similar to the harm or injuries resulting from the Released Claims, and the Releasees or any of them are made parties to such action, the fact and amount of this Release, as well as the details of the damages or harm which I claimed in the Released Claims, may be disclosed by the Releasees to the court in the context of such later claim.
11. I acknowledge and declare that I fully understand the terms of this Release, and that I have signed the Release voluntarily. I further acknowledge that I have sought and obtained legal advice in respect of the Released Claims and this Release.
12. I understand that the Releasees do not admit any liability to me by acceptance of this Release or by any payment that may be made to me.

00622

I have signed this Release the ____ day of _____, 200_.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness

[Name of Releasor]

Address

Seal

Occupation

SCHEDULE E**PROCESS FOR PROVIDING DOCUMENTS TO THE TRUTH AND RECONCILIATION COMMISSION**

1. In order to ensure the efficacy of the Truth and Reconciliation process, the Catholic Entities will provide all relevant documents in their possession or control to and for the use of the Truth and Reconciliation Commission, (the "Commission") subject to the privacy interests of an individual as provided by applicable privacy legislation, and subject to and in compliance with applicable privacy and access to information legislation, and except for those documents for which solicitor-client privilege applies and is asserted.
2. In cases where privacy interests of an individual exist, and subject to and in compliance with applicable privacy legislation and access to information legislation, researchers for the Commission shall have access to the documents, provided privacy is protected. In cases where solicitor-client privilege is asserted, the asserting party will provide a list of all documents for which the privilege is claimed.
3. The Catholic Entities are not required to give up possession of their original documents to the Commission. They are required to compile all relevant documents in an organized manner for review by the Commission and to provide access to their archives for the Commission to carry out its mandate. Provision of documents does not require provision of original documents. Originals or true copies may be provided or originals may be provided temporarily for copying purposes if the original documents are not to be housed with the Commission.
4. Each Catholic Entity shall bear the costs of the provision of documents. If requested by the party providing the documents, the costs of copying, scanning, digitalizing, or otherwise reproducing the documents will be borne by the Commission.
5. The Commission may refer to the National Administration Committee, ("NAC") as empowered by section 4.11(12)(j) of the Indian Residential Schools Settlement Agreement dated ● , 2006 the determination of disputes involving document production, document disposal and archiving, contents of the Commission's Report and Recommendations and Commission decisions regarding the scope of its research and issues to be examined. The Commission shall make best efforts to resolve the matter itself before referring it to the NAC.
6. The NAC may review and determine the reference made to the Commission pursuant to section 5 or may refer the reference to any one of the Courts for a *de novo* determination.

7. Where the NAC makes a decision under section 6, the Catholic Entities, as of right, may apply to any one of the Courts for *a de novo* determination.

SCHEDULE F**SECTIONS OF IRSSA INCORPORATED BY REFERENCE****ARTICLE FOUR
IMPLEMENTATION OF THIS AGREEMENT****4.01 Class Actions**

The Parties agree that all existing class action statements of claim and representative actions, except the Cloud Class Action, filed against Canada in relation to Indian Residential Schools in any court in any Canadian jurisdiction except the Federal Court of Canada (the "original claims") will be merged into a uniform omnibus Statement of Claim in each jurisdiction (the "Class Actions"). The omnibus Statement of Claim will name all plaintiffs named in the original claims and will name as Defendants, Canada and the Church Organizations.

4.05 Consent Certification

- (1) The Parties agree that concurrent with the applications referred to in Section 4.03, applications will be brought in each of the Courts for consent certification of each of the Class Actions for the purposes of Settlement in accordance with the terms of the Agreement.
- (2) Consent certification will be sought on the express condition that each of the Courts, pursuant to the applications for consent certification under Section 4.05(1), certify on the same terms and conditions; including the terms and conditions set out in Section 4.06 save and except for the variations in class and subclass membership set out in Sections 4.02 and 4.04 of this Agreement.

4.06 Approval Orders

Approval Orders will be sought:

- (a) incorporating by reference this Agreement in its entirety.
- (b) ordering and declaring that such orders are binding on all Class Members, including Persons Under Disability, unless they opt out or are deemed to have opted out on or before the expiry of the Opt Out Periods;
- (c) ordering and declaring that on the expiry of the Opt Out Periods all pending actions of all Class Members, other than the Class Actions, relating to Indian Residential Schools, which have been filed in any court in any Canadian jurisdiction against Canada or the Church Organizations, except for any pending actions in Quebec which have not been voluntarily

discontinued by the expiry of the Opt Out Period will be deemed to be dismissed without costs unless the individual has opted out, or is deemed to have opted out on or before the expiry of the Opt Out Periods.

- (d) ordering and declaring that on the expiry of the Opt Out Periods all class members, unless they have opted out or are deemed to have opted out on or before the expiry of the Opt Out Periods, have released each of the defendants and Other Released Church Organizations from any and all actions they have, may have had or in the future may acquire against any of the defendants and Other Released Church Organizations arising in relation to an Indian Residential School or the operation generally of Indian Residential Schools.
- (e) ordering and declaring that in the event the number of Eligible CEP Recipients opting out or deemed to have opted out under the Approval Orders exceeds five thousand (5000), this Agreement will be rendered void and the Approval Orders set aside in their entirety subject only to the right of Canada, in its sole discretion, to waive compliance with Section 4.14 of this Agreement.
- (f) ordering and declaring that on the expiration of the Opt Out Periods all Class Members who have not opted out have agreed that they will not make any claim arising from or in relation to an Indian Residential School or the operation generally of Indian Residential Schools against any person who may in turn claim against any of the defendants or Other Released Church Organizations.
- (g) ordering and declaring that the obligations assumed by the defendants under this Agreement are in full and final satisfaction of all claims arising from or in relation to an Indian Residential School or the operation of Indian Residential Schools of the Class Members and that the Approval Orders are the sole recourse on account of any and all claims referred to therein.
- (h) ordering and declaring that the fees and disbursements of all counsel participating in this Agreement are to be approved by the Courts on the basis provided in Articles Four (4) and Thirteen (13) of this Agreement, except that the fees and disbursements of the NCC and the IAP Working Group will be paid in any event.
- (i) ordering and declaring that notwithstanding Section 4.06(c), (d) and (f), a Class Member who as of the fifth anniversary of the Implementation Date had never commenced an action other than a class action in relation to an Indian Residential School or the operation of Indian Residential Schools, participated in a Pilot Project, applied to the DR Model, or applied to the

IAP, may commence an action for any of the Continuing Claims within the jurisdiction of the court in which the action is commenced. For greater certainty, the rules, procedures and standards of the IAP are not applicable to such actions.

- (j) ordering and declaring that where an action permitted by Section 4.06(i) is brought, the deemed release set out in Section 11.01 is amended to the extent necessary to permit the action to proceed only with respect to Continuing Claims.
- (k) ordering and declaring that for an action brought under Section 4.06(i) all limitations periods will be tolled and any defences based on laches or delay will not be asserted by the parties with regard to a period of five years from the Implementation Date.

ARTICLE SEVEN TRUTH AND RECONCILIATION AND COMMEMORATION

7.01 Truth and Reconciliation

- (2) The Truth and Reconciliation Commission may refer to the NAC for determination of disputes involving document production, document disposal and archiving, contents of the Commission's Report and Recommendations and Commission decisions regarding the scope of its research and issues to be examined. The Commission shall make best efforts to resolve the matter itself before referring it to the NAC.
- (3) Where the NAC makes a decision in respect of a dispute or disagreement that arises in respect of the Truth and Reconciliation Commission as contemplated in Section 7.01(2), either or both the Church Organization and Canada may apply to any one of the Courts for a hearing *de novo*.

ARTICLE ELEVEN RELEASES

11.01 Class Member and Cloud Class Member Releases

- (1) The Approval Orders will declare that in the case of Class Members and Cloud Class Members:
 - a) Each Class Member and Cloud Class Member has fully, finally and forever released each of the Releasees from any and all actions, causes of action, common law, Quebec civil law and statutory liabilities, contracts, claims and demands of every nature or kind available, asserted or which could have been asserted whether known

or unknown including for damages, contribution, indemnity, costs, expenses and interest which any such Class Member or Cloud Class Member ever had, now has, or may hereafter have, directly or indirectly arising from or in any way relating to or by way of any subrogated or assigned right or otherwise in relation to an Indian Residential School or the operation of Indian Residential Schools and this release includes any such claim made or that could have been made in any proceeding including the Class Actions or the Cloud Class Action whether asserted directly by the Class Member or Cloud Class Member or by any other person, group or legal entity on behalf of or as representative for the Class Member or Cloud Class Member.

- b) The Class Members and Cloud Class Members are deemed to agree that they will not make any claim or demand or take any actions or proceedings against any Releasee or any other person or persons in which any claim could arise against any Releasee for damages and/or contribution and/or indemnity and/or other relief over under the provisions of the *Negligence Act*, R.S.O. 1990, c. N-3, or its counterpart in other jurisdictions, the common law, Quebec civil law or any other statute of Ontario or any other jurisdiction in relation to an Indian Residential School or the operation of Indian Residential Schools;
 - c) Canada's, the Church Organizations' and the Other Released Church Organizations' obligations and liabilities under this Agreement constitute the consideration for the releases and other matters referred to in Section 11.01(a) and (b) inclusive and such consideration is in full and final settlement and satisfaction of any and all claims referred to therein and the Class Members or and Cloud Class Members are limited to the benefits provided and compensation payable pursuant to this Agreement, in whole or in part, as their only recourse on account of any and all such actions, causes of actions, liabilities, claims and demands.
- (2) Notwithstanding Section 11.01(1), no action, except for Family Class claims as set out in the Class Actions and the Cloud Class Action, capable of being brought by a Class Member or Cloud Class Member will be released where such an action would be released only by virtue of being a member of a Family Class in the Class Actions or the Cloud Class Action.

11.02 Non-resident Claimant Releases

- (1) The Approval Orders will order and declare that Non-resident Claimants on being accepted into the IAP, must execute a Release in the form set out

in Schedule "P" of this Agreement.

- (2) Nothing in Section 4.06 (c), (d) or (f) or Section 11.01(1)(a) will prevent a Non-resident Claimant from pursuing his or her claim in the IAP.
- (3) For greater certainty nothing in this Section 11.02 will prevent the bringing of an action contemplated in Section 4.06(i) and (j) of this Agreement.

11.03 Claims by Opt Outs and Others

If any person not bound by this Agreement claims over or brings a third party claim, makes any claim or demand or takes any action or proceeding against any defendant named in the Class Actions or the Cloud Class Action arising in relation to an Indian Residential School or the operation of Indian Residential Schools, no amount payable by any defendant named in the Class Actions or the Cloud Class Action to that person will be paid out of the Designated Amount Fund.

ARTICLE THIRTEEN LEGAL FEES

13.02 Negotiation Fees (July 2005 – November 20, 2005)

- (1) Canada agrees to pay each lawyer, other than lawyers representing the Church Organizations, who attended the settlement negotiations beginning July 2005 leading to the Agreement in Principle for time spent up to the date of the Agreement in Principle in respect of the settlement negotiations at his or her normal hourly rate, plus reasonable disbursements, and GST and PST, if applicable, except that no amount is payable under this Section 13.02(1) for fees previously paid directly by OIRSRC.
- (2) All legal fees payable under Section 13.02(1) will be paid no later than 60 days after the Implementation Date.

13.03 Fees to Complete Settlement Agreement (November 20, 2005 – Execution of Settlement Agreement)

- (1) Canada agrees to pay each lawyer, other than lawyers representing the Church Organizations, for time spent between November 20, 2005 and the date of execution of this Agreement in respect of finalizing this Agreement at each lawyer's normal hourly rate, plus reasonable disbursements and GST and PST, if applicable, except that no amount is payable under this Section 13.02(1) for fees previously paid directly by OIRSRC.

- (2) No fees will be payable under Section 13.03(1) for any work compensated under Section 13.04 of this Agreement.
- (3) All legal fees payable under Section 13.03(1) will be paid no later than 60 days after the Implementation Date.

13.10 NCC Fees

- (1) Canada will pay members of the NCC fees based upon reasonable hourly rates and reasonable disbursements, but such fees will not include any fee for the Government of Canada, or the Church Organizations.
- (2) Subject to Section 13.10(4), any fees referred to in Section 13.10(1) and accrued after April 1, 2006 will be subject to a maximum operating budget of sixty-thousand dollars (\$60,000.00) per month.
- (3) Notwithstanding Section 13.10(2) and subject to Section 13.10(4), the NCC may apply to Canada for additional funding in exceptional circumstances up to a maximum monthly amount of fifteen thousand dollars (\$15,000.00).
- (4) The maximum operating budget referred to in Section 13.10(1) and the maximum additional funding in exceptional circumstances referred to in Section 13.10(3) will be reviewed and reassessed by Canada on July 1, 2006 and the first day of each month thereafter. Canada, in its sole discretion, may reduce or increase the maximum operating budget or the maximum additional funding or both.
- (5) Counsel who is designated by the NCC as counsel having carriage in respect of drafting, consent certification and approval of the settlement will be paid their normal hourly rates and reasonable disbursements to be billed by Counsel and paid by Canada on an ongoing basis. Such fees and disbursements are not subject to the maximum operating budget referred to in paragraph 13.10(2).
- (6) Other counsel who appear in court, if designated by the NCC and approved by Canada, will be paid an appearance fee of two thousand dollars (\$2000.00) per diem. Such fees are not subject to the maximum operating budget referred to in paragraph 13.10(2).
- (7) The NCC, and counsel appointed on behalf of the NCC, will submit their accounts to the OIRSRC for payment, and will be paid within 60 days of such submission.

- (8) The NCC will submit its accounts to the OIRSRC for payment. The submitted accounts will be verified by OIRSRC to ensure compliance with the Treasury Board Travel Directive, attached as Schedule "Q", prior to payment.

13.11 NAC Fees

- (1) Members of the NAC will be compensated at reasonable hourly rates subject to the maximum monthly operating budget set out at Section 13.11(2) of this Agreement except the representatives for Canada or the Church Organizations, who will not be compensated under this Agreement.
- (2) Subject to Section 13.11(4), any fees referred to in Section 13.10(1) will be subject to a maximum operating budget of sixty-thousand dollars (\$60,000.00) per month.
- (3) Notwithstanding Section 13.11(2) and subject to Section 13.11(4), the NAC may apply to Canada for additional funding in exceptional circumstances up to a maximum monthly amount of fifteen thousand dollars (\$15,000.00).
- (4) The maximum operating budget referred to in Section 13.11(2) and the maximum additional funding in exceptional circumstances referred to in Section 13.11(3) will be reviewed and reassessed by Canada on the first day of the first month after the Implementation Date and on the first day of each month thereafter. Canada, in its sole discretion, may reduce or increase the maximum operating budget or the maximum additional funding or both.
- (5) The NAC will submit its accounts to the OIRSRC for payment. The submitted accounts will be verified by OIRSRC to ensure compliance with the Treasury Board Travel Directive, attached as Schedule "Q", prior to payment.

ARTICLE FIFTEEN TRANSITION PROVISIONS

15.01 No Prejudice

The parties agree that the no prejudice commitment set out in the letter of the Deputy Minister of the OIRSRC dated July, 2005, and attached as Schedule "R" means that following the Implementation Date:

- (4) Following the coming into force of the Approval Orders, at the request of an Eligible IAP Claimant whose IRS abuse claim was settled by Canada without contribution from a Catholic Entity set out in Schedule "C" of this Agreement, such settlement having been for an amount representing a fixed reduction from the assessed Compensation, Canada will pay the balance of the assessed compensation to the Eligible IAP Claimant. Provided, however, that no amount will be paid to an Eligible IAP Claimant pursuant to this section until the Eligible IAP Claimant agrees to accept such amount in full and final satisfaction of his or her claim against a Catholic entity set out in Schedule "C" of this Agreement, and to release them by executing a release substantially in the form of the release referred to in Section 11.02 of this Agreement.

**SECTIONS OF INDEPENDENT ASSESSMENT PROCESS, SCHEDULE D TO
THE IRSSA, INCORPORATED BY REFERENCE**

APPENDIX II: ACCEPTANCE OF APPLICATION (Schedule D page 19)

- iii. On admitting the claim to the IAP, the Secretariat shall forward a copy of the application to the Government and to a church entity which is a party to the Class Action Judgments and was involved in the IRS from which the claim arises.
- A church entity may waive its right to receive applications for all claims, or for defined classes of claims, by notice in writing to the Secretariat, and may amend or withdraw such waiver at any time by notice in writing.
- iv. The following conditions apply to the provision of the application to the Government or a church entity:
- The application will only be shared with those who need to see it to assist the Government with its defence, or to assist the church entities with their ability to defend the claim or in connection with their insurance coverage;
 - If information from the application is to be shared with an alleged perpetrator, only relevant information about allegations of abuse by that person will be shared, and the individual will not be provided with the Claimant's address or the address of any witness named in the application form, nor with any information from the form concerning the effects of the alleged abuse on the Claimant, unless the Claimant asks that this be provided to the alleged perpetrator;
 - Each person with whom the application is shared, including counsel for any party, must agree to respect its confidentiality. Church entities will use their

best efforts to secure the same commitment from any insurer with whom it is obliged to share the application;

- Copies will be made only where absolutely necessary, and all copies other than those held by the Government will be destroyed on the conclusion of the matter, unless the Claimant asks that others retain a copy, or unless counsel for a party is required to retain such copy to comply with his or her professional obligations.

APPENDIX III: INVOLVEMENT OF ALLEGED PERPETRATORS (Schedule D page 21)

- i. The defendants will attempt to locate the alleged perpetrator to invite them to the hearing. If the alleged perpetrator is dead, cannot be located, or declines to attend, the hearing may still occur.

APPENDIX IV: INFORMATION COLLECTION; SETTING HEARING DATE; ATTENDANCE AND PARTICIPATION AT HEARING

- i. The defendants will collect and submit their documents to the Secretariat.
- vii. Given the non-adversarial nature of this IAP and the neutral, inquisitorial role played by the adjudicators under it, as well as the need to respect the safety of the Claimant, neither an alleged perpetrator nor counsel for an alleged perpetrator may attend while the Claimant gives evidence, without the Claimant's advance consent. Where counsel for a church entity also acts for an alleged perpetrator, this means that they may not attend the hearing while the Claimant gives evidence without the Claimant's advance consent. Government representatives may always attend this part of the hearing, as may representatives of church entities who are parties to the Class Action Judgments except their counsel if he or she is also acting for an alleged perpetrator in the case.

APPENDIX X: THE USE OF EXTRA-CURIAL KNOWLEDGE BY ADJUDICATORS

INTRODUCTION

A number of issues will arise concerning the ability of adjudicators to make use of information obtained or known beyond that provided by the parties in each individual case. There are several aspects to this matter:

- use of background information and/or personal knowledge, for example on
 - schools
 - child abuse and its impacts
 - the residential school system

- carry-forward of information from hearing to hearing, for example on
 - alleged perpetrators and the *modus operandi* of proven perpetrators
 - conditions at a school
 - credibility findings
- use of precedents from other adjudicators
- ability of adjudicators to confer

The approach to be taken to these issues is set out below, by reference to the source of the information in question.

1. Orientation Materials Provided to Adjudicators

Adjudicators will be supplied with orientation materials on the residential school system and its operations, as well as on child abuse and its impacts.

If any of the orientation materials are specifically identified as containing uncontested facts or opinions, they may be used as follows:

Adjudicators are expected to inform themselves from this material. They may use it to question witnesses, but also to make findings of fact and to support inferences from evidence they find credible, for example to conclude that trauma of a certain kind can be expected to flow from a sexual assault on a child. These latter uses of this information are justified by the fact that representatives of all interests have agreed to its inclusion in the orientation materials for this use, and all participants in a hearing will have access to the orientation materials.

Wherever possible the adjudicator should use the information at the hearing to formulate questions to any witnesses who may be able to comment on it, or whose testimony it may contradict, support, or help explain. Where this is not possible, the proposed use in reaching a decision should be identified to the parties at the hearing to give them a chance to comment on it in their submissions, but so doing is not a condition precedent to the proposed use.

Where the material is used in coming to a finding of fact, or drawing an inference, it should be cited and its relevance and the rationale for its use set out in the decision.

Where orientation information provided to adjudicators does not represent uncontested facts or opinions, it may be used by adjudicators as follows:

Adjudicators may use this category of orientation materials as a basis for

questioning witnesses, or testing the evidence, but may not rely on it as an independent basis for their conclusions of fact or their assessment of the actual impact of abuse on an individual.

2. Personal Knowledge of Abuse and its Impacts

Some adjudicators may bring to the job an extensive background in dealing with child abuse, or may receive information on child abuse and its impacts at training sessions or continuing education programs, or through their own reading or research.

The approach to the use of this kind of information is as follows:

Adjudicators may use their personal knowledge, training they have received, or general educational materials, as a basis for questioning witnesses, or testing the evidence, but may not rely on them as an independent basis for their conclusions of fact or their assessment of the actual impact of abuse on an individual.

3. Document Collections

Adjudicators will be provided with Canada's, and potentially a church's, document collection on each school for which they are holding hearings. This material will also be available to Claimants and their counsel.

The approach to the use of this kind of information is as follows:

Adjudicators are expected to inform themselves from this material, which may be used as a basis for findings of fact or credibility. Where any of it is so used by adjudicators, it must be cited and its relevance and the rationale for use set out in the report.

Because this information is specific to the school in question and is provided in advance, it is expected that adjudicators will be familiar with it before starting a hearing to which it is relevant. Given this, before relying on specific documents to help decide a given case, the adjudicator should seek the consent of the parties, or put the relevant extracts to any witnesses who may be able to comment on them, or whose testimony they may contradict or support. Where there are no such witnesses, or where one or more parties contest the use of the documents, the adjudicator may still use them in his or her decision, but wherever possible should advise the parties of the proposed use of the document so that they may address it in their submissions.

4. Previous findings

Adjudicators will hear evidence about, and make findings of fact about, the operations of various schools, their layouts, the conditions that pertained in them, the acts and knowledge of adult employees, and where an individual is found to have committed a

number of assaults in a particular way, their *modus operandi*.

The approach to the use of this kind of information is as follows:

Adjudicators must treat each individual's claim as a unique claim to be determined on the evidence presented, plus information expressly permitted to be used according to the guidelines agreed to for this process. They may not carry forward, much less be bound by, previous findings they have made, including findings of credibility.

They may, though, use information from previous hearings to inquire about possible admissions, or failing that, to question witnesses. This ability to bring forward information from previous hearings for these specific purposes flows from the fact that this IAP is not a party-controlled adversarial process. Instead, the inquisitorial model is being used to have adjudicators inquire into what happened, using their skills and judgment to question witnesses to determine the facts.

While it would not be fair to base a decision on evidence from a previous hearing, since some or all of the parties would not know its context, and would be unable to challenge its reliability, it is also not appropriate to insist that adjudicators act as if each case were their first one. Their job requires them to test evidence and determine what happened. While they cannot call witnesses, it is their duty to question them, and they must be free to pose questions and follow lines of inquiry they believe to be relevant. Whether that belief flows from common sense, instinct, or something heard at another hearing, it is appropriate as a basis of inquiry, although, in the absence of an admission, not as evidence.

5. Stare decisis

Although reasons will be issued in each case, the IAP will not operate on the basis of binding precedent. All adjudicators are of equal authority, and should not consider themselves bound by each other's previous decisions. Through conferencing, adjudicators may come to a common interpretation of certain procedural issues, but each case must be determined on its own merits.

APPENDIX XI: TRANSITION FROM LITIGATION OR ADR PROJECTS, AND PRIORITIES FOR ACCESS TO THE IAP.

All IRS Claimants who meet the criteria for this IAP may apply to it for the validation of their claim except:

1. Claimants who have settled their IRS claim, whether in the litigation stream or the existing DR, except as provided for in the transition rules established by the Class Action Judgments.
2. Claimants whose claims have been dealt with at trial.

For greater certainty, participation in unsuccessful resolution discussions with the Government or a church in an attempt to settle claims does not preclude access to the IAP. Only where one of the above conditions applies will an application to enter the new process be rejected.

Rules for Pre-existing Evidence

Where a Claimant who has given evidence in a previous IRS proceeding in a pilot project, or in a hearing under the DR Model or this IAP (where a new hearing has been ordered following a review), or in litigation proceedings (including answers to interrogatories or participation in an examination for discovery), wants to and is eligible to enter the IAP:

- (i) the record of the previous evidence must be provided to the adjudicator in the IAP, who may use it as a basis to question the Claimant;
- (ii) the Claimant must appear before the adjudicator to give evidence, if a hearing is held;
- (iii) the Claimant may adopt their previous evidence rather than provide a narrative account at the hearing;
- (iv) the Claimant is subject to questioning by the adjudicator on the same basis as other Claimants.

The fact that a case is transferred from litigation where documentary rules are different does not change the kinds of documents permitted in proceedings under the IAP. For greater certainty, the only expert assessments permitted in this IAP are those conducted by an agreed-upon expert on the order of, and under the direction of, an adjudicator.

Potential for Expediting the Transfer

To expedite transition to the new system, and reduce the burden of completing an application in circumstances where the Claimant has already given evidence, counsel for the Government and the claimant should endeavour to develop an agreed statement of fact on some or all of the issues based on the evidence given.

Phasing of Acceptance into the IAP

In considering applications to the IAP, including applications to the DR Model which are transferred to the IAP, priority will be given, in order, to:

- a) Applications from persons who submit a doctor's certificate indicating that they are in failing health such that further delay would impair their ability to

- participate in a hearing;
- b) Applications from persons 70 years of age and over;
- c) Applications from persons 60 years of age and over;
- d) Persons who have completed examinations for discovery;
- e) Persons who are applying as members of groups.

Among persons in categories d or e, above, the health of any alleged perpetrator who has indicated they will give evidence at a hearing may be used to establish priority.

**SECTIONS OF MANDATE FOR THE TRUTH AND RECONCILIATION
COMMISSION, SCHEDULE N TO THE IRSSA, INCORPORATED BY
REFERENCE**

10. Events

There are three essential event components to the Truth and Reconciliation Commission: National Events, Community Events and Individual Statement-Taking/Truth Sharing. The Truth and Reconciliation process will be concluded with a final Closing Ceremony.

(A) National Events

The national events are a mechanism through which the truth and reconciliation process will engage the Canadian public and provide education about the IRS system, the experience of former students and their families, and the ongoing legacies of the institutions.

National events should include the following common components:

- (k) participation of high level government and church officials;

(B) Community Events

It is intended that the community events will be designed by communities and respond to the needs of the former students, their families and those affected by the IRS legacy including the special needs of those communities where Indian Residential Schools were located.

The community events are for the purpose of:

- (c) involving church, former school employees and government officials in the reconciliation process, if requested by communities;
- (f) allowing for the participation from high level government and church officials, if requested by communities;

(D) Closing Ceremony

The Commission shall hold a closing ceremony at the end of its mandate to recognize the significance of all events over the life of the Commission. The closing ceremony shall have the participation of high level church and government officials.

14. Budget and Resources

Institutional parties shall bear the cost of participation and attendance in Commission events and community events, as well as provision of documents. If requested by the party providing the documents, the costs of copying, scanning, digitalizing, or otherwise reproducing the documents will be borne by the Commission.

SCHEDULE G

**NAMES AND ADDRESSES OF THE
CATHOLIC ENTITIES FOR GIVING NOTICE**

	Name and address of Catholic Entities	Address for Service
1.	Sisters of Charity, a body corporate also known as Sisters of Charity of St. Vincent de Paul, Halifax also known as Sisters of Charity of Halifax 150 Bedford Highway Halifax NS B3M 3J5	Thomas Macdonald Blois Nickerson & Bryson Barristers and Solicitors 1568 Hollis Street P.O. Box 2147 Halifax, NS B3J 3B7 (902) 425-6000 (phone) (902) 429-7347 (fax)
2.	The Roman Catholic Episcopal Corporation of Halifax 151 Grafton Street Halifax NS B3J 2Y3	Hugh Wright McInnes Cooper 1601 Lower Water Street P.O. Box 730 Halifax, NS B3J 2V1 (902) 444-8616 (phone) (902) 425-6350 (fax)
3.	Les Soeurs De Notre Dame-Auxiliatrice 895 Perreault Street East Rouyn-Norand QC J9X 5H5	Pierre-L. Baribeau Lavery de Billy 1 Place Ville-Marie Bureau 4000 Montreal QC H3B 4M4 (514) 877-2965 (phone) (514) 871-8977 (fax)
4.	Les Soeurs de St. Francois D'Assise 2700 rue Lacordaire Montréal QC H1N 2M6	Pierre-L. Baribeau Lavery de Billy 1 Place Ville-Marie Bureau 4000 Montreal QC H3B 4M4 (514) 877-2965 (phone) (514) 871-8977 (fax)
5.	Insitut Des Soeurs Du Bon Conseil 1381 Roy Street Normandin QC G8M 3V4	Pierre-L. Baribeau Lavery de Billy 1 Place Ville-Marie Bureau 4000 Montreal QC H3B 4M4 (514) 877-2965 (phone) (514) 871-8977 (fax)
6.	Les Soeurs de Saint-Joseph de Saint-Hyacinthe	Pierre-L. Baribeau

Name and address of Catholic Entities	Address for Service
<p>(The Sisters of St. Joseph of St. Hyacinthe) c/o Sister Marie-Clair Dupont, Superior General 805 av Raymond St. Hyacinthe Quebec J2S 5T9</p>	<p>Lavery de Billy 1 Place Ville-Marie Bureau 4000 Montreal QC H3B 4M4 (514) 877-2965 (phone) (514) 871-8977 (fax)</p>
<p>7. Les Soeurs De Jesus-Marie 10070 D'Auteuil Avenue Montréal QC H3L 2K1</p>	<p>Pierre-L. Baribeau Lavery de Billy 1 Place Ville-Marie Bureau 4000 Montreal QC H3B 4M4 (514) 877-2965 (phone) (514) 871-8977 (fax)</p>
<p>8. Les Sœurs de L'Assomption de la Sainte Verge 311 Saint-Jean-Baptiste Street Nicolet QC J3T 1H5</p>	<p>Pierre-L. Baribeau Lavery de Billy 1 Place Ville-Marie Bureau 4000 Montreal QC H3B 4M4 (514) 877-2965 (phone) (514) 871-8977 (fax)</p>
<p>9. Les Soeurs de l'Assomption de la Saint Vierge de l'Alberta 8533 90 Street Edmonton AB T6C 3L4</p>	<p>Pierre-L. Baribeau Lavery de Billy 1 Place Ville-Marie Bureau 4000 Montreal QC H3B 4M4 (514) 877-2965 (phone) (514) 871-8977 (fax)</p>
<p>10. Les Soeurs de la Charité de St.-Hyacinthe 16470 avenue Bourdages Sud Saint-Hyacinthe QC J2T 4J8</p>	<p>Pierre-L. Baribeau Lavery de Billy 1 Place Ville-Marie Bureau 4000 Montreal QC H3B 4M4 (514) 877-2965 (phone) (514) 871-8977 (fax)</p>
<p>11. Les Oeuvres Oblates de l'Ontario L'Edifice Deschatelets 175 Main Street Ottawa ON K1S 1C3</p>	<p>Pierre Champagne/Ron Caza Heenan Blaikie 55 Metcalfe St. Suite 300 Ottawa ON K1P 6L5 (613) 236-0596 (phone) (613) 236-9632 (fax)</p>
<p>12. Les Résidence Oblates du Québec</p>	<p>Pierre Champagne/Ron Caza</p>

Name and address of Catholic Entities	Address for Service
L'Edifice Deschatelets 175 Main Street Ottawa ON K1S 1C3	Heenan Blaikie 55 Metcalfe St. Suite 300 Ottawa ON K1P 6L5 (613) 236-0596 (phone) (613) 236-9632 (fax)
13. La Corporation Episcopale Catholique Romaine de la Baie James (The Roman Catholic Episcopal Corporation of James Bay) The Catholic Diocese of Moosonee Catholic Diocese of Moosonee Box 40 2 Bay Road Moosonee ON P0L 1Y0 (705) 336-2908 (phone) (705) 336-2759 (fax)	Pierre Champagne/Ron Caza Heenan Blaikie 55 Metcalfe St. Suite 300 Ottawa ON K1P 6L5 (613) 236-0596 (phone) (613) 236-9632 (fax)
14. Soeurs Grises de Montréal/ Grey Nuns of Montreal 138 rue Saint-Pierre Montreal QC H2Y 2L7	W. Roderick Donlevy/Michel Thibault McKercher McKercher & Whitmore LLP 374 Third Avenue South Saskatoon SK S7K 1M5 (306) 653-2000 (phone) (306) 653-2669 (fax)
15. Sisters of Charity (Grey Nuns) of Alberta Grey Nuns Regional Centre 9810 - 165 th Street Edmonton AB T5P 3S7 (780) 974-4799 (phone) (780) 484-7145 (fax)	W. Roderick Donlevy/Michel Thibault McKercher McKercher & Whitmore LLP 374 Third Avenue South Saskatoon SK S7K 1M5 (306) 653-2000 (phone) (306) 653-2669 (fax)
16. Les Soeurs de La Charité des T.N.O. Grey Nun's Regional Centre 9810 - 165 th Street Edmonton AB T5P 3S7 (780) 974-4799 (phone) (780) 484-7145 (fax)	W. Roderick Donlevy/Michel Thibault McKercher McKercher & Whitmore LLP 374 Third Avenue South Saskatoon SK S7K 1M5 (306) 653-2000 (phone) (306) 653-2669 (fax)
17. Hôtel-Dieu de Nicolet (HDN)	W. Roderick Donlevy/Michel Thibault McKercher McKercher & Whitmore LLP 374 Third Avenue South Saskatoon SK S7K 1M5 (306) 653-2000 (phone) (306) 653-2669 (fax)
18. The Grey Nuns of Manitoba Inc. -	W. Roderick Donlevy/Michel Thibault

Name and address of Catholic Entities	Address for Service
<p>Les Soeurs Grises du Manitoba Inc. Grey Nun's Regional Centre 9810 - 165th Street Edmonton AB T5P 3S7 (780) 974-4799 (phone) (780) 484-7145 (fax)</p>	<p>McKercher McKercher & Whitmore LLP 374 Third Avenue South Saskatoon SK S7K 1M5 (306) 653-2000 (phone) (306) 653-2669 (fax)</p>
<p>19. La Corporation Episcopale Catholique Romaine de la Baie d' Hudson The Roman Catholic Episcopal Corporation of Hudson's Bay Box 10 Churchill MB R0B 0E0</p>	<p>Rheal Teffaine R. E. Teffaine Law Corporation 247 Provencher Blvd Winnipeg MB R2H OG6 (204) 925-1900 (phone) (204) 925-1907 (fax)</p>
<p>20. Missionary Oblates - Grandin 21 Meadowview Drive St. Albert AB T8N 1R9 (780) 459-2586 (phone) (780) 459-2797 (fax)</p>	<p>Curtis Onishenko McKercher McKercher & Whitmore LLP 374 Third Avenue South Saskatoon SK S7K 1M5 (306) 653-2000 (phone) (306) 653-2669 (fax)</p>
<p>21. Les Oblats de Marie Immaculée du Manitoba 474 rue Aulneau Piece St. Boniface MB R2H 2V2</p>	<p>Rheal Teffaine R. E. Teffaine Law Corporation 247 Provencher Blvd Winnipeg MB R2H OG6 (204) 925-1900 (phone) (204) 925-1907 (fax)</p>
<p>22. The Archiepiscopal Corporation of Regina 445 Broad Street North Regina SK S4R 2X8</p>	<p>James Ehmann, Q.C. Kanuka Thuringer LLP 1400-2500 Victoria Avenue Regina SK S4P 3X2 (306) 525-7200 (phone) (306) 359-0590 (fax)</p>
<p>23. The Sisters of the Presentation 1405 Mgr Pascal Place Prince Albert SK S6V 5J1</p>	<p>Mitchell Holash Harrandence Logue Holash Harlon Building P.O. Box 2080 1102 1st Avenue West Prince Albert SK S6V 6V4 (306) 764-4244 (phone) (306) 764-4949 (fax)</p>
<p>24. The Sisters of St. Joseph of Sault St. Marie 2025 Main Street West</p>	<p>Charles Gibson</p>

Name and address of Catholic Entities	Address for Service
North Bay ON P1B 2X6	Vincent Dagenais Gibson LLP 600-325 Dalhousie Street Ottawa ON K1N 7G2 (613) 241-2701 Ext 232 (phone) (613) 241-2599 (fax)
25. Les Soeurs de la Charité d'Ottawa - Sisters of Charity of Ottawa 9 rue Bruyere Ottawa ON K1N 5C9 (613) 241-2710 (phone) (613) 241-7139 (fax)	Pierre Champagne/Ron Caza Heenan Blaikie 55 Metcalfe St. Suite 300 Ottawa ON K1P 6L5 (613) 236-0596 (phone) (613) 236-9632 (fax)
26. Oblates of Mary Immaculate - St. Peter's Province 100 Main Street Ottawa ON K1S 1C2	William Sammon Barnes Sammon LLP 200 Elgin Street Suite 400 Ottawa ON K2P 1L5 (613) 594-8000 (phone) (613) 235-7578 (fax)
27. The Sisters of Saint Ann 1550 Begbie Street Victoria BC V8R 1K8	Patrick J. Delsey Law Corporation 1220 -1175 Douglas Street Victoria BC V8W 2E1 (250) 412-0531 (phone) (250) 412-0535 (fax)
28. Sisters of Instruction of the Child Jesus Sisters of the Child Jesus 318 Laval Street Coquitlam BC V3K 4W4	Violet Allard Sugden McFee & Roos 700-375 Water Street Vancouver BC V6B 5N3
29. The Benedictine Sisters of Mt. Angel Oregon 840 S. Main Street Mt. Angel OR 973262-9527 USA (503) 845-6141 (phone) (503) 845-6585 (fax)	Azool Jaffer-Jeraj Dohm Jaffer & Jeraj 202-1437 Kingsway Vancouver BC V5N 2R6 (604) 871-3550 (phone) (604) 871-3560 (fax)
30. Les Peres Montfortains Maison Provinciale des Montfortains 6455, avenue Louis-Riel Montreal QC H1M 1P1	Bernie Buettner Harper Grey LLP 3200 Vancouver Street 650 West Georgia Street Vancouver BC V6B 4P7 (604) 687-0411 (phone) (604) 669-9385 (fax)
31. The Roman Catholic Bishop of Kamloops Corporation Sole 635A Tranquille Road	John Hogg

Name and address of Catholic Entities	Address for Service
Kamloops BC V2B 3H5 (250) 376-3351 (phone)	Morelli Chertkow LLP Suite 300, 180 Seymour Street Kamloops BC V2C 2E3 (250) 374-3344 (phone) (250)374-1144 (fax)
32. The Bishop of Victoria, Corporation Sole The Roman Catholic Bishop of Victoria (name in most of the litigation) 1 - 4044 Nelthorpe Street Victoria BC V8X 2A1	Frank D. Corbett Jawl and Bundon 4 th Floor, 1007 Fort Street Victoria BC V8V 3K5 (250) 385-5787 (phone) (250) 385-4354 (fax)
33. The Roman Catholic Bishop of Nelson Corporation Sole 402 West Richards Street Nelson BC V1L 3K3 (250) 354-4740	John Hogg Morelli Chertkow LLP Suite 300 180 Seymour Street Kamloops BC V2C 2E3 (250) 374-3344 (phone) (250) 374-1144 (fax)
34. Order of the Oblates of Mary Immaculate in the Province of British Columbia The OMI in B.C.; St. Paul's Province 1311 The Crescent Vancouver BC V6H 1T7 (604) 736-9363 (phone)	Fr. Terry McNamara OMI 1311 The Crescent Vancouver BC V6H 1T7 (604) 736-9363 (phone)
35. The Sisters of Charity of Providence of Western Canada Les Soeurs de Charite de la Providence des Territoires du Nord Ouest (predecessor) 3005 119 Street Edmonton AB T6J 5R5	Ray Baril, Q.C. Chomicki Baril Mah LLP 1201, 10088-102 Avenue Edmonton AB T5J 4K2 (780) 702-2317 (phone) (780) 420-1763 (fax)
36. La Corporation Episcopale Catholique Romaine de Grouard Box 388 210 1 st Street West McLennan AB T0H 2L0	Karen Trace McCuaig Desrochers LLP 2401 TD Tower 10088-102 Avenue Edmonton AB T5J 2Z1 (780) 426-4660 (phone) (780) 426-0982 (fax)
37. Roman Catholic Episcopal Corporation of Keewatin P.O. Box 270	James Ehmman, Q.C.

Name and address of Catholic Entities	Address for Service
The Pas MB R9A 1K4	Kanuka Thuringer LLP 1400-2500 Victoria Avenue Regina SK S4P 3X2 (306) 525-7200 (phone) (306) 359-0590 (fax)
38. La Corporation Archiépiscope Catholique Romaine de St. Boniface 151 Avenue de la Cathdrale Winnipeg MB R2H 0H6	Rheal Teffaine R. E. Teffaine Law Corporation 247 Provencher Blvd Winnipeg MB R2H OG6 (204) 925-1900 (phone) (204) 925-1907 (fax)
39. Les Missionnaires Oblates de St. Boniface The Missionary Oblate Sisters of St. Boniface 601 Aulneau St. Winnipeg MB R2H 2V5	Rheal Teffaine R. E. Teffaine Law Corporation 247 Provencher Blvd Winnipeg MB R2H OG6 (204) 925-1900 (phone) (204) 925-1907 (fax)
40. Roman Catholic Archiepiscopal Corporation of Winnipeg 1495 Pembina Highway Winnipeg MB R3T 2C6	Bill Emslie, Q.C. Aikins, MacAulay & Thorvaldson LLP 30 TH Floor – 360 Main Street Winnipeg MB R3C 4G1 (204) 957-4674 (phone) (204) 957-0840 (fax)
41. La Corporation Episcopale Catholique Romaine De Prince Albert 1415 4 th Avenue West Prince Albert SK S6V 5H1	Mitchell Holash Harrandence Loque Holash Harlon Building P.O. Box 2080 1102 1 st Avenue West Prince Albert SK S6V 6V4 (306) 764-4244 (phone) (306) 764-4949 (fax)
42. The Roman Catholic Bishop of Thunder Bay 1222 Reaume Street Thunder Bay ON P7B 1C4 P.O. Box 10400 Thunder Bay ON P7B 6T8	John Cyr Weiler Maloney Nelson 1001 William Street, Suite 201 Thunder Bay ON P7B 6M1 (807) 625-8880 (phone) (807) 623-4947 (fax)
43. Immaculate Heart Community of Los Angeles CA Sisters of the Most Holy Immaculate Heart	Mark Rowan

Name and address of Catholic Entities	Address for Service
of the Blessed Virgin Mary	Watson Goepel Maledy LLP 1700 – 1075 West Georgia Street Vancouver BC V6E 3C9 (604) 642-5656 (phone) (604) 683-8328 (fax)
44. Archdiocese of Vancouver The Roman Catholic Archbishop of Vancouver 150 Robson Street Vancouver BC V6B 2A7 (604) 683-0281(phone)	Mary Margaret MacKinnon Guild, Yule and Company LLP 20 th Flr, 595 Burrard Street PO Box 49170 Vancouver BC V7X 1R7 (604) 844-5537 (phone) (604) 688-1315 (fax)
45. Roman Catholic Diocese of Whitehorse The Catholic Episcopal Corporation of Whitehorse 406 Steele Street Whitehorse Yukon Y1A 2C8 (867) 667-2437 (867) 667-4713	Azool Jaffer-Jeraj Dohm Jaffer & Jeraj 202-1437 Kingsway Vancouver BC V5N 2R6 (604) 871-3550 (phone) (604) 871-3560 (fax)
46. The Roman Catholic Episcopal Corporation of Mackenzie-Fort Smith 5117-52 nd Street Yellowknife NT X1A 1T7	Karen Trace McCuaig Desrochers LLP 2401 TD Tower 10088-102 Avenue Edmonton AB T5J 2Z1 (780) 426-4660 (phone) (780) 426-0982 (fax)
47. The Roman Catholic Episcopal Corporation of Prince Rupert P.O. Box 7000 Prince George BC V2N 3Z2	Gary R. Brown Hope Heinrich Barristers and Solicitors 1598 6 th Avenue Prince George BC V2L 5G7 (250) 563-0681(phone) (250) 562-3761 (fax)
48. OMI Lacombe Canada Inc. Office of the Treasurers 151 Laurier Avenue East Ottawa ON K1N 6N8 (613) 230-2225 (phone) (613) 230 -2948 (fax) Timothy Coonen, OMI	David Stack McKercher McKercher & Whitmore LLP 374 Third Avenue South Saskatoon SK S7K 1M5 (306) 653-2000 (phone) (306) 653-2669 (fax)

Schedule "O-4"

SETTLEMENT AGREEMENT

THIS AGREEMENT ENTERED INTO THIS ____ DAY OF _____, 2006

Between

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA
AS REPRESENTED BY
THE MINISTER RESPONSIBLE FOR
INDIAN RESIDENTIAL SCHOOLS RESOLUTION CANADA**
(hereinafter referred to as the "Government")

and

THE UNITED CHURCH OF CANADA,
(hereinafter referred to as the Church)

WHEREAS the Government and the Church participated in developing and operating residential schools for Aboriginal children in Canada;

AND WHEREAS former residential school students have alleged abuse and other wrongs against the Government and the Church;

AND WHEREAS the Government and the Church have both expressed regret for the unintended harm to Aboriginal people incurred at residential schools;

AND WHEREAS the Government and the Church desire a fair, comprehensive and lasting resolution of the legacy of Indian Residential Schools directed to, among other things, healing and reconciliation and payment of compensation for validated claims;

AND WHEREAS former students who were abused at residential schools should receive Compensation for injuries resulting from Validated Claims;

AND WHEREAS the Government and the Church recognize that court proceedings can be adversarial, lengthy and costly and often not the best way to resolve abuse claims;

AND WHEREAS the Government and the Church have been and remain committed to working jointly with Claimants to employ fair, safe, effective and timely processes to validate and resolve IRS Abuse Claims, which processes will seek to avoid causing additional trauma for Claimants while also protecting the reputations of named abusers from unfounded allegations;

AND WHEREAS representatives of the Government and Church are parties to an Agreement in Principle amongst themselves, plaintiffs, the AFN and certain other religious denominations dated November 20, 2005 in which the parties have agreed to enter into a final settlement agreement to give effect to the Agreement in Principle;

THIS MEMORANDUM WITNESSETH:

PART I DEFINITIONS

1.1 The following definitions apply throughout this Agreement, and, unless specifically defined therein, in any subsequent documents entered into in furtherance of its objectives:

"Aboriginal Healing Foundation" or "AHF" means the non-profit corporation established under Part II of the *Canada Corporations Act*, R.S.C. 1970, c. C-32 to address the healing needs of Aboriginal people affected by Indian Residential Schools.

"Agreement", "hereto", "herein", and similar expressions refer to this Agreement and any amendments thereto, and include all schedules attached to this Agreement.

"Agreement in Principle" means the agreement signed on November 20, 2005 between the Government as represented by The Hon. Frank Iacobucci, IRS plaintiffs, the AFN, the Church, other religious denominations, and others.

"Approval Orders" means the judgments or orders of the courts certifying the Class Actions and approving the Indian Residential Schools Settlement Agreement pursuant to the applicable class proceedings legislation or the common law.

"Assembly of First Nations" or "AFN" means the national representative organization of the First Nations in Canada created by Charter of its members in 1985.

"Catholic Settlement Agreement" means the agreement entered into between certain Catholic Entities, the • Corporation and the Government dated • , 2006.

"Church" means The United Church of Canada, founded pursuant to a covenant formed between the members of its founding churches, and was incorporated between 1924 and 1926 by the Parliament of Canada, S.C. 1924 c. 100, and the Legislatures of various provinces. The statutes adopted the said covenant and were and are each known as *The United Church of Canada Act*.

“Claimant” means an individual who is entitled to make a claim under the Dispute Resolution Model or Independent Assessment Process established under the Indian Residential Schools Settlement Agreement or a former student of an IRS or other person who opted out of the Settlement Agreement and has made an IRS Abuse Claim.

“Compensation” means damages, Costs and interest as awarded or agreed upon payable to a Claimant in an IRS Abuse Claim.

“Costs” means assessed costs, agreed upon costs, or DRM or IAP costs payable to a Claimant in an IRS Abuse Claim.

“Dispute Resolution Model” or “DRM” means the out of court process for the resolution of IRS Abuse Claims announced by the Minister Responsible for Indian Residential Schools Canada on November 6, 2003, as amended from time to time.

“Government” means the Government of Canada.

“Independent Assessment Process” or “IAP” means the process for validating and providing compensation for certain proven abuse claims as set out in Schedule D to the Agreement in Principle, as modified by the Approval Orders or thereafter in accordance with a procedure approved by those judgements.

“IAP Claim” means a claim resolved through the IAP established by the Approval Orders.

“In-Kind Services” includes in-kind services, contributions, commitments or programs as the context may require.

“Indian Residential School” or “IRS” means one or more of the Indian Residential Schools set out in Schedule “A” hereto, and any other school added to such list pursuant to the process set out in the Indian Residential Schools Settlement Agreement provided that the Church had a presence or was associated with such school.

“Indian Residential Schools Settlement Agreement” or “IRSSA” means the Settlement Agreement dated • , 2006 (made between Canada; certain Plaintiffs, as represented by the National Consortium, the Merchant Law Group and independent counsel; the AFN; Inuit representatives; and the Church Organizations as defined in the IRSSA) as approved by the Approval Orders.

“IRS Abuse Claim” means a continuing claim as defined for the IAP, or outside of the IAP, means a claim for Compensation for the mistreatment or neglect of a child arising from, or connected to, the operation of an Indian Residential School, other than a claim arising from the alleged loss or diminution of aboriginal

language or culture (which is a continuing claim as defined for the IAP) that is founded on:

one or more intentional torts such as physical or sexual assault, forcible confinement or the intentional infliction of mental suffering where the Government or the Church has or accepts vicarious liability;

negligence or breach of fiduciary duty where the Government or the Church has or accepts any part of the legal responsibility;

any other head of liability recognized by the courts as of the date this Agreement comes into force, where the Government or the Church has or accepts any part of the legal responsibility.

“Other Released Claim” means any claim deemed to have been released pursuant to the Class Action Judgments.

“United Church Healing and Reconciliation Service and Evaluation Committee” or “UCHRSEC” means the Committee established in Schedule B to this Agreement,

“Validated Claim” means an IRS Abuse Claim that has been found to be proven:

by a final decision of a DRM, the IAP or a court; or

as a result of an assessment conducted by Government counsel in accordance with this Agreement, including the principles set out in Part III hereof

and “Validation” means any of the above methods used to decide if an IRS Abuse Claim is a Validated Claim.

1.2 For greater certainty, for purposes of this Agreement the definitions in this Agreement prevail over those used in the IRSSA. Where a word or term is capitalized in this Agreement and not herein defined, then the definition in the IRSSA applies unless the context requires otherwise.

1.3 The following Schedules are appended to this Agreement and are incorporated into and form part of this Agreement by this reference as fully as if contained in the body of this Agreement:

Schedule A, Indian Residential Schools Related to the United Church;

Schedule B, Healing and Reconciliation and In-Kind Services Criteria; and

Schedule C, Full and Final Release of Claims by Persons who Opt Out of the IRSSA.

PART II COMING INTO FORCE

2.1 This Agreement comes into force and will become effective and binding on the parties on the Implementation Date (see Article 1.01 of the IRSSA). For greater certainty, if the IRSSA does not become effective and binding, then this Agreement has no force and effect.

PART III DEFENCE AND RESOLUTION OF IRS ABUSE CLAIMS

3.1 As long as there is a prospect of settling a claim solely on the basis of the allegations which fall within the definition of an IRS Abuse Claim, it is to be treated as such for the purposes of this Agreement notwithstanding the fact that claims arising from alleged loss or diminution of aboriginal language or culture or other claims falling outside the definition are also being made.

3.2 It is the Government's intention to defend or resolve all IRS Abuse Claims in which it is a named party. For claims based on intentional torts arising prior to May 14, 1953, the Government will assert immunity if the matter proceeds to trial and will play no role in the defence after a court finds such immunity. The Government will provide written notice of its intention to the Church not later than 120 days before the start of such trial, and the Church will defend the claims or otherwise settle them.

3.2.1 The Government agrees to wholly indemnify the Church for all Compensation paid to a Claimant pursuant to this Section or Section 5.2.; and

3.2.2 The Government will further indemnify the Church for legal fees and expenses incurred by the Church in defending an IRS Abuse Claim based on an intentional tort arising prior to May 14, 1953 for the period of time from and after a court has dismissed the claim against the Government based on Crown immunity to date of the resolution of the claim. The indemnification will be in an amount as agreed between the Government and Church, or as determined in accordance with Part VI hereof. In the event of resort to Part VI the parties and

any Mediator appointed under Section 6.6 shall have regard to the rules, principles and case law that would apply in the taxation of a solicitor and own client account in the province or territory where the claim was brought.

3.3 The Church will cooperate in the validation and resolution of all IRS Abuse Claims against it, whether advanced within or outside the IAP, and may elect to participate at its own expense in the validation and resolution of any claim, or certain aspects of it, and reconciliation, subject to any applicable rules and procedures. In the case of a claim being resolved through the IAP, the Church's rights to participate and obligations are as set out therein.

3.4 The Government agrees to co-operate with the Church to minimize the circumstances in which a Claimant pursues independent causes of action or theories of liability against the Church in an IRS Abuse Claim.

3.5 The Government, where requested by the Church, shall provide disclosure of and production of relevant files and documents to counsel for the Church and its researchers and/or experts, excepting files and documents with respect to which solicitor-client privilege or other lawful privilege applies and is asserted and subject to privacy concerns and legislation. Any information obtained from records pursuant to this section will be used exclusively for the DRM or IAP processes or the defence of the IRS Abuse Claim for which the information was sought unless otherwise agreed in writing.

3.6 The Government and the Church agree that instructions given to their respective counsel will be consistent with the terms and intent of this Agreement, and further accept and acknowledge that their respective representatives and counsel are instructed by, act for, and represent only their principal.

3.7 The Government and the Church will within sixty (60) days of the coming into force of this Agreement withdraw any third party claim or cross claim against each other in IRS Abuse Claims on a reciprocal, without costs basis, other than in a class action or representative proceeding which includes allegations beyond IRS Abuse Claims, and will refrain from issuing such claims in the future, except in a class action or representative proceeding which includes allegations beyond IRS Abuse Claims.

3.8 The provisions of Appendices III and IV of the IAP apply to the collection and submission of documents and to the participation and evidence of an alleged perpetrator in IAP.

3.8A The Church will provide documents to the Government as required to assist with validation of applications for the Common Experience Payment (CEP) as that term is defined in the IRSSA.

3.9 In litigation and, subject to the provisions of Appendices III and IV of the IAP, in IAP, where the Church elects not to participate in the validation or resolution of IRS Abuse Claims, then the Church will at its own expense:

3.9.1 Comply with all reasonable requests from the Government for information during the proceedings;

3.9.2 Provide counsel for the Government and its researchers and experts with full access to all relevant files and databases, excepting documents with respect to which solicitor-client privilege or other lawful privilege applies and is asserted. Any information obtained from records pursuant to this section will be used exclusively for the DRM or IAP processes or for the defence of the IRS Abuse Claim for which the information was sought unless otherwise agreed in writing;

3.9.3 Participate, through one or more representatives, to the extent consistent with its values and traditions in any apologies, reconciliation or closure ceremonies that are agreed to as part of the resolution of an IRS Abuse Claim, and, provided the terms of this Agreement have been followed, support the result achieved as if they had been represented by counsel and had defended the Claim;

3.9.3.1 For greater certainty, the Church is responsible for the expense of participation by its representative at the event or ceremony, but is not responsible for any of the expense of the event or ceremony itself;

3.9.4 Provide disclosure and production of relevant documents in its possession or control, and provide witness statements on request;

3.9.5 Attend, as appropriate, at the discovery of their witnesses, and otherwise facilitate the testimony of witnesses within its employ; and

3.9.6 Accommodate a Claimant's reasonable request that a representative of the United Church attend a hearing while a Claimant is giving evidence or otherwise relating his or her experience at an IRS.

3.10 In IAP, where the Church elects not to participate in the validation or resolution of IRS Abuse Claims and subject to Appendix III of the IAP:

3.10.1 Provided a witness statement is submitted in advance, or the individual provides a full interview to the Government, the Government will pay the reasonable travel and accommodation costs of a member, employee or former employee of the Church to appear at a DRM or an IAP hearing. In other proceedings involving IRS Abuse Claims, the Government will only be responsible for any expense related to the participation of the member, employee or former employee of the Church where the Government requires the participation of such member, employee or former employee for its own purposes; and

3.10.2 Subject to Section 3.11, the Government will participate in and may conclude negotiations to determine the amount of Compensation in any settlement.

3.11 Notwithstanding anything to the contrary in the Settlement Agreement or the IAP, it is agreed that in IAP Claims in which the Church is financially contributing to the Compensation paid to a Claimant, the Government will, at the sole discretion of the Church, require the claim to proceed to a hearing. In the event that the Church insists that a hearing proceed in this manner, the Church will pay 50% of the reasonable process costs of that hearing.

3.11.1 In an IAP Claim in which the Church is not financially contributing to any resulting award, the Government agrees to consult with the Church prior to settling the claim.

3.12 Where a trial is held in a matter arising under the IAP, neither the Government nor the Church will rely upon the defence of limitations or the doctrine of laches or other defence not going to the merits. This section does not apply to claims by a plaintiff who has opted out of the IRSSA.

3.12.1 Where an opt-out claim can be settled, the Government and the Church agree that it will be resolved without regard to possible defences which do not go to the merits, such as limitations or laches. Should such a claim proceed to trial, Crown immunity, where applicable, will be asserted by the Government, and the Church will be free to determine the defences it will assert.

3.13 The Government will in a timely manner provide the Church with copies of IRS Statements of Claim served on the Government, and copies of Notices of Examinations it serves on IRS Claimants, in order to facilitate informed decisions about potential participation by the Church.

3.14 Where IRS Abuse Claims are being advanced in litigation, the Government and the Church will each notify the other of any settlement overtures from claimants.

3.15 Where the Church receives from the IAP Secretariat a copy of a Claimant's IAP application or receives from the Government a copy of an application to the DRM, the Church agrees to be bound by trust conditions imposed on it with respect to confidentiality or, if it does not so agree in one or more instances, to return the document(s) without copying, reading or making use of it in any way.

3.16 Releases by Class Members, Cloud Class Members and Non-resident Claimants are as provided for in the IRSSA, specifically Articles 4.06, 11.01, 11.02 and Schedule P, and the Approval Orders. As part of any resolution of a claim brought by any person not bound by the IRSSA arising out of or in relation to an Indian Residential School or the operation generally of Indian Residential Schools, the Government will concurrently secure from the claimant a dismissal of the claim and release for itself and the Church

from any and all past, present and future claims, whether or not now known to or existing at law, arising from or connected to, directly or indirectly, an Indian Residential School.

3.16.1 The release by a person not bound by the IRSSA shall be in the form attached as Schedule C.

3.17 The Church and Canada agree that they will bring no action or claim whatsoever against the other or its counsel related in any way to the validation or resolution of any DRM, IAP or opt-out claims, and agree that this section shall operate as a full and complete defence to any such claim and that each of them shall be barred from recovering as against the other any and all amounts claimed by way of damages, interest, costs or expenses in any way related to such claims. The parties further agree to indemnify each other for any and all costs, expenses and damages suffered by each of them as a result of such action or claim being brought against the other or its counsel by them.

3.18 Section 3.17 does not operate to prevent the Government or a Church from taking an action to enforce the provisions of this Agreement.

PART IV HEALING AND RECONCILIATION AND FINANCIAL COMMITMENTS

4.1 The parties agree that the maximum the Church is required to contribute towards IRS Abuse Claims is \$6,891,170 determined as follows:

4.1.1 \$4,710,420, consisting of \$2,529,670 in cash and \$2,180,750 in In-Kind Services, which is the Church's proportionate amount of the dollar value of the cash and In-Kind Services contributions made in the Catholic Settlement Agreement (being \$29,000,000 cash and \$25,000,000 in-kind required of the Catholic Entities), plus

4.1.2 A maximum of \$2,180,750, being the Church's proportionate amount of the Catholic Entities' commitment to use best efforts through a national campaign over seven years to raise \$25,000,000, as set out in the Catholic Settlement Agreement. The seven year period commences on the day following the coming into force of the Catholic Settlement Agreement.

4.1.2.1 Of the \$2,180,750, set out in section 4.1.2, the Church will pay \$1,744,600 regardless of the amount raised by the Catholic Entities through the national campaign, and will pay a further \$436,150 upon the Catholic Entities raising over \$20,000,000.

4.1.2.2 The Church shall satisfy its In-Kind Services contribution over a maximum of ten years from March 31, 2005.

4.2 Except as provided in Section 5.2 of this Agreement, the Church will have no further obligation to pay Compensation for IRS Abuse Claims beyond the amounts set out in Section 4.1.

4.2.1 For greater certainty, the Government agrees that it will be responsible for all further Compensation under the DRM and IAP, and all settlements and judgments for IRS Abuse Claims in the IAP or by opt-out claimants save for claims for alleged loss of language and culture by opt-out claimants.

4.3 Notwithstanding Sections 4.1, 4.2 and 5.1 the Church retains the right, in its sole discretion, to make some or all of its In-Kind Services contribution in cash and the further right, in its sole discretion, to make additional cash or In-Kind Services contributions above and beyond what is required under this Agreement.

4.4 The parties agree that as at November 20, 2005 the sum of \$5,444,420 has been paid by the Church in Compensation to Claimants for Validated Claims.

4.5 Within 60 days of this Agreement coming into force, the Government and the Church will agree on the amount of Compensation paid by the Church between November 20, 2005 and the date this Agreement comes into force (the "transition period"). Within 60 days of such agreement, the Government will pay to the Church:

4.5.1 the amount of Compensation, not to exceed \$1,010,600, paid by the Church for Compensation between November 20, 2005 and the date of this Agreement coming into force, which amount will be irrevocably committed for funding of the UCHRSEC and paid out in accordance with the terms of Schedule B; (the "Committed UCHRSEC Amount"); and

4.5.2 the amount of Compensation paid by the Church between November 20, 2005 and the date of this Agreement coming into force, which exceeds \$1,010,600.

4.6 The amount of \$5,444,420 as set out in Section 4.4 plus the amount determined in accordance with Section 4.5 shall be a credit to the Church as against the amounts required to be paid or In-Kind Services to be provided in accordance with Sections 4.1, 4.7, 4.8 and 4.9.

4.7 The amount to be drawn down under the credit established by Section 4.6 or paid by the Church after the credit is exhausted, as the case may be, up to the maximum of \$6,891,170 to be contributed by the Church will be determined as follows:

4.7.1 The aggregate of \$4,710,420 and \$1,744,600 (from sections 4.1.1 and 4.1.2.1), being \$6,455,020, minus the amount determined under section 4.5; plus

4.7.2 The amount raised by the Catholic Entities through the national campaign that exceeds \$20,000,000 and up to \$25,000,000 multiplied by 0.08723.

4.7.3 For purposes of calculations under this Agreement, the Catholic fundraising campaign will terminate seven years from the date this Agreement comes into force or such longer period as may be agreed to by the Church and Government, but in no case shall the period exceed 10 years from the coming into force of this Agreement.

4.7.4 No later than sixty days after the date on which the amount raised by the Catholic Entities through the national campaign exceeds \$20,000,000 the Government will deliver a statement to the Church containing sufficient information to enable the Church to verify the amount raised by the Catholic Entities.

4.8 Any amount required to be paid by the Church or In-Kind Services to be provided may be satisfied by making grants for healing and reconciliation in accordance with Schedule B, and a corresponding credit given against the payments or In-Kind Services required under Section 4.1.

4.8.1 All decisions concerning the eligibility of grants for healing and reconciliation shall be made by the United Church Healing and Reconciliation Service Evaluation Committee ("UHRSEC") established in accordance with Schedule B hereto.

4.8.2 The reasonable administration costs of operating the Committee may, with the consent in writing of the Government be paid from amounts that would otherwise be applied to grants or In-Kind Services. The Government may not unreasonably withhold the consent referred to in this Section.

4.9 Any amount required to be paid by the Church may be used to contribute to the Compensation payable to a Claimant for an IRS Abuse Claim, and the Government contribution to such Compensation shall be accordingly reduced. In such case, there shall be a credit given to the Church against the payments or In-Kind Services required under Section 4.1. The credit shall be in the amount of contribution by the Church to the Compensation to the Claimant.

4.9.1 The Church agrees to provide reasonable notice to the Government in advance of finalization of settlement documentation of its intention to invoke this Section in any Validated Claim.

4.10 The occurrence of any of the following events or conditions will be a default:

4.10.1 If monies are not paid or In-Kind Services provided pursuant to the terms of this Agreement; or

4.10.2 Amalgamation with another entity on terms which do not provide that the amalgamated entity assumes the liabilities and obligations of the Church under

this Agreement, the Settlement Agreement and Approval Orders, or becoming insolvent or bankrupt or making a proposal or filing an assignment for the benefit of creditors under *The Bankruptcy and Insolvency Act* or similar legislation in Canada or any other jurisdiction, or ceasing doing business, or winding up, unless prior to such amalgamation, insolvency, bankruptcy, or assignment to another entity that is solvent and with sufficient funds to satisfy the obligations of the Church assumes the obligations of the Church under this Agreement, the Settlement Agreement and Approval Orders.

4.11 In the event of default as defined in Section 4.10, in addition to any other rights or remedies to which the Government may have against the Church by law, the Government may:

4.11.1 Pursue remedies under Part V in an expedited manner, and failing resolution under Part V make a summary application to court for a remedial order.

PART V APPORTIONMENT AND PAYMENT OF COMPENSATION

5.1 Subject to the rights of the Church in Section 4.3, where an IRS Abuse Claim is resolved after the coming into force of this Agreement the Government will pay in full all Compensation payable for such claim, and the Church shall bear no responsibility to pay any part of such Compensation.

5.1.1 For greater certainty, it is agreed that all Compensation for IRS Abuse Claims paid by the Church as of the coming into force of this Agreement shall remain undisturbed, and the amount thereof as determined under Section 4.5 shall be credited against the amounts set out in Section 4.1.

5.2 Notwithstanding Section 5.1, where all or part of the Compensation awarded at a trial relates only to an intentional tort committed prior to May 14, 1953, the Church shall pay 100% of the Compensation that relates to such intentional tort, and Section 5.1 shall apply only to the balance of such Compensation if any. The provisions of Section 3.2 and 5.6 shall apply to the amount of Compensation paid by the Church under this section so as to indemnify the Church in a timely way.

5.3 Following the coming into force of this Agreement, the Government will, at the request of a claimant whose IRS Abuse Claim was settled by the Government without contribution from the Church, on terms which do not release the Church from potential liability to the Claimant, and for an amount representing a fixed reduction from the assessed Compensation, offer to pay the balance of the assessed Compensation to the Claimant. Provided, however, that no amount shall be paid to a Claimant pursuant to this section until the Claimant agrees to accept such amount in full and final satisfaction of his or her claim against the Church and Government and to release them.

5.4 The liability of the Church for all Compensation for IRS Abuse Claims is discharged by its full compliance with the terms of this Agreement, and that thereafter the Government will not require further monies be paid or In-Kind Services be provided by the Church.

5.5 In the event that terms of this Agreement are fully complied, then notwithstanding anything to the contrary herein or elsewhere contained, the Government will release and forever discharge the Church from any and all causes of action, claims or demands for damages for IRS Abuse Claims or other claims included in Approval Orders. In such event the Government will also agree not to make any claims or demands or commence, maintain or prosecute any action, cause or proceeding for damages, compensation, loss or any other relief whatsoever against the Church arising directly or indirectly from any IRS Abuse Claim or other claims included in the Approval Orders.

5.6 The Government agrees that full compliance by the Church with this Agreement shall operate conclusively as an estoppel in the event of any such claim, action or proceeding and may be pled as such, and further agrees to indemnify and save harmless the Church from any and all claims or demands for damages and assessed costs and disbursements payable to any party other than the Church in any IRS Abuse Claim or other claim included in the Approval Orders.

PART VI RESOLUTION OF DISPUTES CONCERNING THIS AGREEMENT

6.1 The Government and the Church share the following objectives in the implementation of the Agreement, namely to:

6.1.1 co-operate with each other to develop harmonious working relationships;

6.1.2 prevent, or, alternatively, to minimize disagreements;

6.1.3 identify disagreements quickly and resolve them in the most expeditious and cost-effective manner; and

6.1.4 resolve disagreements in a non-adversarial, collaborative and informal atmosphere.

6.2 If any dispute arises out of, or has arisen relating to this Agreement, or the breach, validity or interpretation or subject matter thereof, they will endeavor diligently to settle a dispute through good faith negotiations.

6.2.1 Section 6.2 does not abrogate the rights to terminate this Agreement set out in Section 4.11, nor the right to seek specific performance as set out in Section 6.7.

6.3 If the Government and the Church do not resolve all issues in dispute during the course of, or as a result of the negotiations, their rights with respect to the remaining unresolved issues shall remain unaffected by the negotiations in any subsequent proceeding.

6.4 Within sixty (60) days of the execution date of this Agreement the Government and the Church shall each appoint one person as their Nominee to an Implementation Steering Committee for the purpose of overseeing the administration and interpretation of the provisions of this Agreement and shall provide in writing the name of their Nominee to the other.

6.5 The two Nominees constituting the Implementation Steering Committee shall meet in the Province of Ontario, or otherwise in Canada as agreed, at least once each calendar year during the currency of this Agreement. The purpose of each meeting will be to review performance under this Agreement, and to resolve by consensus all disputes that arise or have arisen in the interpretation and implementation of this Agreement. The minutes of such meetings shall be signed by each Nominee at the conclusion of the meeting and filed with the Government and the Church.

6.6 If the Government and the Church are unable to resolve the dispute through negotiations within 120 days, either may request the commencement of mediation to resolve the dispute. The Mediator would be a third party neutral, who has no authority to resolve the dispute, but would facilitate resolution.

6.6.1 The mediation will be conducted by one Mediator jointly agreed upon by the Government and the Church.

6.6.2 The Government and the Church will make a serious attempt to resolve the dispute through mediation by:

6.6.2.1 identifying underlying interests;

6.6.2.2 isolating points of agreement and disagreement;

6.6.2.3 exploring alternative solutions;

6.6.2.4 considering compromises or accommodations; and

6.6.2.5 co-operating fully with the mediator and giving prompt attention to, and responding to all communications from the mediator.

6.6.3 The Government or the Church may withdraw from mediation at any time by giving at least 21 days written notice of its intention to the other and the Mediator.

6.7 Notwithstanding Section 6.6, the Government may by notice in writing request that the Church comply with a commitment made in this Agreement.

6.7.1 Where the Government has delivered a written request to the Church in accordance with this Agreement to have the recipient comply with such request within 60 days and the request has not been complied with, the Government may apply by way of summary application to a court of competent jurisdiction where the the Church is located for a mandatory order that they immediately comply with their obligation.

6.7.2 The Church may file responding materials to the summary application and the rules of the court having jurisdiction will thereafter determine the process to be followed in determining the summary application.

6.7.3 If the court hearing the summary application finds that the Church has failed to comply with its obligations under this Agreement the court may order that they immediately comply with its obligations.

PART VII GENERAL

7.1 Notice shall be given, save as otherwise specifically provided, in writing addressed to the party for whom it is intended and shall be deemed received by the other party on the day it is signed for if sent by certified mail, and if sent by facsimile or email, it shall be deemed received on the business day next following the date of transmission. The mailing, facsimile and email addresses of the Parties shall be:

7.1.1 As to the Church:

General Council Officer, Residential Schools,
The United Church of Canada,
Suite 300 – 3250 Bloor Street West,
Toronto, Ontario, M4E 3H8

Fax: 416 231 3103

Copy to:

Legal/Judicial Counsel,
The United Church of Canada,
Suite 300 – 3250 Bloor Street West,
Toronto, Ontario, M4E 3H8

Fax: 416 232 6006

7.1.2 As to the Government:

Deputy Head,
Indian Residential Schools Resolution, Canada,
3rd floor, 90 Sparks Street
Ottawa, Ontario
K1A 0H4

Fax: 613 996 2811

Copy to:

Department of Justice Legal Services,
5rd floor, 90 Sparks Street
Ottawa, Ontario, K1A 0H4

Attention: Senior Counsel

Fax: 613 996 1810

Copy to:

Deputy Attorney General of Canada,
Department of Justice Building
284 Wellington Street
Ottawa, Ontario, K1A 0H8

Attention: Assistant Deputy Attorney General, Aboriginal Law

Fax: 613 996 4737

or any other mailing, facsimile or email addresses as the Parties from time to time may notify each other of in writing.

7.2 This Agreement shall be binding on and enure to the benefit of the Church and its successors and assigns and the Government.

7.3 Any provision of this Agreement which is or becomes prohibited or unenforceable in any jurisdiction that governs the interpretation, applicability or enforceability of this Agreement shall not invalidate or impair the remaining provisions of this Agreement which shall be deemed severable from the prohibited or unenforceable provision and any prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable that provision in any other jurisdiction.

7.4 No amendment, supplement or waiver of any provision of this Agreement or any other agreements provided for or contemplated by this Agreement, nor any consent to any

departure by a party to this Agreement or their representative shall in any event be effective unless it is in writing and signed by the parties to this Agreement and then the amendment, supplement, waiver or consent shall be effective only in the specific instance for the specific purpose for which it has been given.

7.5. No waiver or act or omission of a party to this Agreement shall extend to or be taken in any manner whatsoever to affect any subsequent event of default or breach by that party of any provision of this Agreement or the results or the rights resulting from it.

7.6 Time shall be of the essence in this Agreement.

7.7 No Member of the House of Commons or Senate may participate in or derive a benefit through this Agreement other than as a member or officer of the Church or as a Claimant.

7.8 This Agreement constitutes the entire Agreement among the Parties and cancels and supersedes any prior agreements, undertakings, declarations or representations, written or verbal in respect of it.

7.9 This Agreement shall be interpreted in accordance with the laws in force in the Province of Ontario, subject always to any paramount or applicable federal laws. Nothing in this Agreement is intended to or is to be construed as limiting, waiving or derogating from any federal Crown prerogative.

7.10 The Government and the Church acknowledge that the participation in the negotiations leading to the execution of this Agreement, and the execution of this Agreement, does not constitute any admission by the Government or the Church that they have any legal or financial liability to any party in relation to claims arising from or connected to the operation of an IRS. The Government and the Church agree that they will not advance as evidence or argument in any legal claim against each other in relation to claims arising from or connected to the operation of an IRS, the negotiations leading to and the execution of this Agreement.

7.11 This Agreement may be signed in counterparts.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their respective officers duly authorized as of the date stated above.

EXECUTED in the presence of:	)	THE UNITED CHURCH OF CANADA
)	
)	
_____)	_____
As to The United Church of	)	<i>(signature)</i>
Canada's authorized signatory)	
)	_____
	)	<i>(name of person signing)</i>
_____)	
Print Name)	
)	_____
_____	)	<i>(title)</i>
Address)	
)	
_____	)	I have the authority to bind the corporate
	)	entity
Occupation)	

EXECUTED in the presence of:	)	HER MAJESTY IN RIGHT OF CANADA , as
	)	represented by the Minister of Indian Residential
	)	Schools Resolution Canada
)	
)	_____
	)	<i>(signature)</i>
)	
_____)	_____
As to the signature of Canada's	)	<i>(name of person signing)</i>
representative)	
)	
)	_____
	)	Minister
)	

SCHEDULE A**INDIAN RESIDENTIAL SCHOOLS RELATED TO THE UNITED CHURCH****At any and all times:****British Columbia**

Cocqualeetza

Kitimaat

Alberta

Edmonton Indian Residential School

Morley Indian Residential School

Manitoba

Brandon Indian Residential School

Norway House Indian Residential School

Ontario

Mount Elgin Indian Residential School

After June 10, 1925:**British Columbia**

Ahousaht Indian Residential School

Alberni Indian Residential School

Saskatchewan

File Hills Indian Residential School

Round Lake Indian Residential School

Manitoba

Portage la Prairie Indian Residential School

SCHEDULE B**HEALING AND RECONCILIATION AND IN-KIND SERVICES CRITERIA**

1. The parties agree that there shall be a Committee known as the United Church Healing and Reconciliation Service Evaluation Committee ("the Committee") which shall be responsible to approve In-Kind Services to admissible programs in accordance with this Agreement.
2. The Committee shall be composed of five members, one each appointed by the All Native Circle Conference of the Church, the B.C. Native Ministries Council of the Church, the General Council Executive of the Church, the AFN, and the Government.
3. As much as possible, the Committee shall make decisions by consensus. Where a consensus cannot be reached through reasonable discussion and compromise, decisions may be taken by a majority of the Committee's members.
4. The guiding objective of the Committee shall be to ensure that admissible programs and services are directed to healing and reconciliation for former Indian Residential School students and their families. For greater certainty, the parties recognize that programs and services aimed at the community level may be admissible to the extent that the Committee is satisfied that the programs or service benefits are reasonably connected with healing and reconciliation for IRS students and their families.
5. Where an existing program or service is proposed, the Committee may certify the program or service to the extent that the committee believes that the program or service or some part thereof is new or would not otherwise continue.
6. Programs and services must be open to all Aboriginal people regardless of denomination.
7. In addition, the Committee shall consider the following criteria to applications for grants and for the approval of In-Kind Services.
 - a) Do Aboriginal people have input in developing and delivery of the program?
 - b) Has the program been effective in the past?
 - c) To what extent are aboriginal communities involved in the program?
 - d) Does the program or service deal with former students, or their families and communities and the aftermath of IRS including providing assistance with the recovery of their histories?
 - e) What portion of the overall cost of the program addresses the social, psychological, and health issues without regard to religiosity?

8. Where the Committee approves a service or program as an admissible In-Kind Service, it shall assess the value in dollars of the program having regard to its actual cost and the market value of similar services. The lesser of these two amounts must be used unless there are compelling reasons to chose a higher amount.

9. The Committee shall require applicants to certify that no program proposed for in-kind eligibility has received funds drawn from the Church's contributions to healing and reconciliation under this Agreement. For greater certainty, this condition is only meant to ensure that services funded under the settlement (or portions thereof) are not counted as eligible In-Kind Services.

10. Notwithstanding section 5 of this Schedule, the Committee as an interim measure may credit the value of a program or service offered between March 31, 2005 and the coming into force of this agreement toward the In-Kind Service contribution provided that:

- a) it meets the criteria set out in sections 6 and 7 of this Schedule;
- b) the program or service did not exist before March 31, 2005 unless otherwise agreed to by Canada;
- c) the same program or service cannot be certified for a period following the coming into force of this Agreement unless it can be shown that it would not otherwise continue; and
- d) in no case shall the total amount credited for programs and services provided before the coming into force of this Agreement exceed \$130,845.

11. The parties agree that the Committee may meet and make decisions under section 10 of this Schedule before the coming into force of this Agreement, and that following the coming into force of this Agreement the decisions the Committee makes in this period shall be ratified without further review and the costs and reasonable expenses incurred shall be reimbursed by the Church and to the credit of their debt under this Agreement. For greater certainty, should this Agreement not come into force the decisions made under sections 10 and 11 shall have no force or effect and the Church has no obligation to make reimbursement.

SCHEDULE C

**FULL AND FINAL RELEASE IN CLAIMS BY PERSONS WHO OPT OUT OF
THE IRSSA**

IN CONSIDERATION of the payment of the sum of \$10.00 and other good and valuable consideration, all inclusive, all of which is directed to be paid to my solicitors, _____, in trust:

1. I, _____, fully, finally and forever release and discharge, separately and severally, each of

(a) Her Majesty the Queen in Right of Canada, the Attorney General of Canada, their predecessors, successors, transferees and assigns, and their Ministers, officers, employees, servants, partners, principals, attorneys, subrogees, representatives and agents; and

(b) the [Church Organization] and its predecessors, successors, transferees assigns, and their officers, employees, members, servants, directors, shareholders, partners, principals, attorneys, insurers, subrogees, representatives, administrators, receivers and agents,

(collectively the "Releasees") from any and all actions or causes of action, liabilities, claims and demands whatsoever of every nature or kind for damages, contribution, indemnity, costs, expenses and interest which I ever had, now have or may in the future have against them (whether I now know about these claims or causes of action or not) arising from or in any way related to

(a) my attendance, presence and/or experiences at any Indian Residential School; and

(b) the operation of any Indian Residential School.

2. Paragraph 1 of this Release extends to claims that belong to and could be made by me personally, whether asserted directly by me, or by any other person, group or legal entity on my behalf or as my representative, through a class action or otherwise.

3. In addition, I fully, finally and forever release and discharge the Releasees from any and all claims which were or could have been asserted against them by me in an action against some or all of the Releasees, being [Court file no.] issued in the [Court Registry] of the [proper name of court], for compensation, damages and other relief relating to my attendance, presence and/or experiences at _____ Indian Residential School (the "Action"). I agree to the dismissal of the Action.

4. The claims and causes of action referred to in paragraphs 1 to 3 are referred to in this Release as “the Released Claims”.
5. I will not make any further claims of any kind against the Releasees with respect to the Released Claims.
6. I understand that if at any time I, or anyone on my behalf, make any further claim or demand, or threaten to start an action against any of the Releasees in respect of any of the Released Claims, the Releasees may rely on this Release as an estoppel and a complete defence to any such claim or action.
7. I represent and warrant that I have not assigned any of the Released Claims to any person or corporation.
8. I agree that I will not make any or continue any claim in relation to the Released Claims against any person or corporation who could claim for any or all of the damages, contribution or indemnity or other relief in respect of my claim from any of the Releasees whether pursuant to the provisions of the Negligence Act (Province or Territory) or its counterpart in other common law jurisdictions, the common law, or any other statute of any jurisdiction.
9. I further agree to indemnify the Releasees in respect of claims that may be brought against them by any person, legal entity, government or government agency that arise out of or are in any way connected with payments made to me by that person, legal entity, government or government agency in relation to the Released Claims. This indemnity includes, but is not restricted to, claims relating to medical and/or dental services or treatment provided to me, and claims relating to compensation paid to me by any government or government agency authority for any of the Released Claims that are criminal assaults.
10. If I later commence an claim that is not a Released Claim for damages for harm or injuries which are the same as or similar to the harm or injuries resulting from the Released Claims, and the Releasees or any of them are made parties to such action, the fact and amount of this Release, as well as the details of the damages or harm which I claimed in the Released Claims, may be disclosed by the Releasees to the court in the context of such later claim.
11. I acknowledge and declare that I fully understand the terms of this Release, and that I have signed the Release voluntarily. I further acknowledge that I have sought and obtained legal advice in respect of the Released Claims and this Release.

12. I understand that the Releasees do not admit any liability to me by acceptance of this Release or by any payment that may be made to me.

I have signed this Release the ____ day of _____, 200_.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness

[Name of Releasor]

Address

Seal

Occupation

SCHEDULE "P"**FULL AND FINAL RELEASE**

IN CONSIDERATION of my acceptance into the Individual Assessment Process which appears as Schedule D to the Indian Residential Schools Settlement Agreement,

I, _____, fully, finally and forever release and discharge, separately and severally, each of

1. Her Majesty the Queen in Right of Canada, the Attorney General of Canada, their successors and assigns, and their Ministers, officers, employees, servants, and agents; and,
2. the [church entity];

(the "Releasees") from any and all actions or causes of action, liabilities, claims and demands whatsoever of every nature or kind for damages, contribution, indemnity, costs, expenses and interest which I ever had, now have or may in future have against them (whether I now know about these claims or causes of action or not) arising from or related to

- (a) My participation in a program or activity associated with or offered at or through any Indian Residential School, and
- (b) The operation of Indian Residential Schools

provided that this Release shall not preclude my participation in the Individual Assessment Process in accordance with its terms.

2. Paragraph 1 of this Release extends to claims that belong to and could be made by me personally, whether asserted directly by me, or by any other person, group or legal entity on my behalf or as my representative, through a class action or otherwise.

3. [where claimant has started an action] In addition, I fully, finally and forever release and discharge the Releasees from any and all claims which were or could have been asserted against them by me in an action against the Attorney General of Canada and [insert names of any other parties], being [Court File No.] issued in the [judicial district] of the [proper name of court], for compensation and damages relating to my experiences at Indian Residential School (the "Action"). In consideration of my acceptance into the Individual Assessment Process, I agree to the dismissal of the Action.
4. The claims and causes of action referred to in paragraphs 1 and 2 [or 1, 2 and 3] are referred to in this Release as "the Released Claims".
5. I will not make any further claims of any kind against the Releasees with respect to the Released Claims.
6. I understand that if at any time I, or anyone on my behalf, make any further claim or demand, or threaten to start an action against any of the Releasees in respect of any of the Released Claims, they may rely on this Release as an estoppel and a complete defence to any such claim or action.
7. I represent and warrant that I have not assigned any of the Released Claims to any person or corporation.
8. I agree that I will not make any or continue any claim in relation to the Released Claims against any person or corporation who could claim for any or all of damages, contribution or indemnity or other relief in respect of my claim from any of the Releasees whether pursuant to the provisions of the *Negligence Act (ON)* or its counterpart in other common law jurisdictions, the common law, or any other statute of any jurisdiction.
9. I further agree to indemnify the Releasees in respect of claims that may be brought against them by any person, legal entity, government or

government agency that arise out of or are in any way connected with payments made to me by that person, legal entity, government or government agency in relation to the Released Claims. This indemnity includes, but is not restricted to, claims relating to medical and/or dental services or treatment provided to me, and claims relating to compensation paid to me by any government or governmental authority for any of the Released Claims that are criminal assaults.

10. If I later commence a claim that is not a Released Claim for damages for harm or injuries which are the same as or similar to the harm or injuries resulting from the Released Claims, and the Releasees or any of them are made parties to such action, the fact and amount of this Release, as well as details of the damages or harm which I claimed in the Released Claims, may be disclosed by the Releasees to the court in the context of such later claim.
11. I acknowledge and declare that I fully understand the terms of this Release, and that I have signed the Release voluntarily for the purpose of obtaining the benefit of the Individual Assessment Process. I further acknowledge that I have sought and obtained legal advice in respect of the Released Claims and this Release.
12. I understand that Her Majesty the Queen does not admit any liability to me by acceptance of this Release or by any payment that may be made to me.
13. I understand that I am not an Eligible CEP Recipient within the meaning of the Indian Residential Schools Final Settlement Agreement, and that I am not entitled to receive and that I will not receive a Common Experience Payment as described in that Agreement.

00675

I have signed this Release the _____ day of _____, 2006.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Witness

[Name of Releasor]

(SEAL)

Address:



SCHEDULE 'Q'

Travel Directive

(Publié aussi en français sous le titre Directive sur les voyages)

This Travel Directive was developed in partnership by employer and bargaining agent representatives at the National Joint Council. Its provisions form part of the collective agreements of the participating parties under the By-Laws of the National Joint Council. The provisions also apply to persons not covered by collective agreements as indicated in the Directive or by employer policy.

For more information on the National Joint Council, visit their web site at <http://www.njc-cnm.gc.ca>.

Note: You will require Internet capability to access the above site.

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Travel Directive

Principles

The following principles were developed jointly by the Bargaining Agents representatives and the Employer side representatives to the National Joint Council. These principles are the cornerstone of managing government business travel and shall guide all employees and managers in achieving fair, reasonable and modern travel practices across the public service.

Trust – increase the amount of discretion and latitude for employees and managers to act in a fair and reasonable manner.

Flexibility – create an environment where management decisions respect the duty to accommodate, best respond to employees' needs and interests, and consider operational requirements in the determination of travel arrangements.

Respect – create a sensitive, supportive travel environment and processes which respect employees' needs.

Valuing people – recognize employees in a professional manner while supporting employees, their families, their health and safety in the travel context.

Transparency – ensure consistent, fair and equitable application of the policy and its practices.

Modern travel practices – introduce travel management practices that support the principles and are in keeping with travel industry trends and realities; develop and implement an appropriate travel accountability framework and structure.

General

Collective agreement

This directive is deemed to be part of collective agreements between the parties to the National Joint Council, and employees are to be afforded ready access to this directive.

Grievance procedure

In cases of alleged misinterpretation or misapplication arising out of this directive, the grievance procedure, for all represented employees within the meaning of the *Public Service Labour Relations Act*, will be in accordance with Section 14.0 of the *National Joint Council By-Laws*. For unrepresented employees the departmental grievance procedure applies. (revised April 1, 2005)

Effective date

This directive is effective on October 1, 2002.



Travel Directive

Purpose and scope

The purpose of this directive is to ensure fair treatment of employees required to travel on government business consistent with the principles above. The provisions contained in this directive are mandatory and provide for the reimbursement of reasonable expenses necessarily incurred while travelling on government business and to ensure employees are not out-of-pocket. These provisions do not constitute income or other compensation that would open the way for personal gain.

Application

This directive applies to Public Service employees, exempt staff and other persons travelling on government business, including training. It does not apply to those persons whose travel is governed by other authorities.

Definitions

Accommodation (logement)

Commercial accommodation (*logement commercial*) - lodging facilities such as hotels, motels, corporate residences or apartments.

Government and institutional accommodation (*locaux d'hébergement du gouvernement et d'une institution*) - federal government training centers, universities, colleges, Canadian or foreign military establishments, DVA hospitals, trailers, tents and other facilities owned, controlled, authorized or arranged by the Crown, including other educational institutions that provide sleeping accommodation.

Private non-commercial accommodation (*logement particulier non commercial*) - private dwelling or non-commercial facilities where the traveller does not normally reside.

Comprehensive allowance (*indemnité globale*) – a daily allowance that may include some or all of meal costs, incidental expenses, transportation costs and accommodation expenses.

Declaration (*déclaration*) – a written statement signed by the traveller attesting to and listing the expenses for payment without receipt.

Dependant (*personne à charge*) – a person who resides full-time with the employee at the employee's residence and is

- (a) the spouse of that employee, or



Travel Directive

- (b) the biological child, stepchild, adopted child including a child adopted by aboriginal people under the Custom Adoption Practice, or legal ward of that employee or of the employee's spouse who is both dependent on the employee for support and
- (i) under 18 years of age, or
 - (ii) dependent on the employee by reason of mental or physical disability, or
 - (iii) in full-time attendance at a school or other education institution that provides training or instruction of an educational, professional, vocational or technical nature; or
- (c) the parent, grandparent, brother, sister, uncle, aunt, niece, nephew or grandchild of that employee or of the employee's spouse who is both dependent on the employee for support and
- (i) under 18 years of age, or
 - (ii) dependent on the employee by reason of mental or physical disability, or
 - (iii) is in full-time attendance at a school or other education institution that provides training or instruction of an educational, professional, vocational or technical nature.

Economy class (*classe économique*) – the standard class of air travel, including special discount fares. It excludes first class and business class or equivalents.

Employee (*fonctionnaire*) – a person employed in the Federal Public Service.

Employer (*employeur*) – Her Majesty in right of Canada as represented by the Treasury Board, and includes persons authorized to exercise the authority of the Treasury Board.

Government business travel (*voyage en service commandé*) – all travel authorized by the employer, and is used in reference to the circumstances under which the expenses prescribed in this directive may be paid or reimbursed from public funds.

Headquarters area (*zone d'affectation*) – spans an area of 16 kms from the assigned workplace using the most direct, safe and practical road.

Incidental expense allowance (faux frais)

Canada and Continental USA (*Canada et États continentaux des États-Unis*) – an allowance to cover the costs of items which can be attributed to a period in travel, but for which no other reimbursement or allowance is provided under this directive and to help offset some of the expenses incurred as a result of having to travel. It includes but is not limited to such items as gratuities, laundry, dry cleaning, bottled water, phone calls home, grass cutting, snow removal, home security check, plant watering, mail services, pet care, telecommunications hook-ups and service, shipping of some personal effects.



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International (*Internationale*) – an allowance to cover the costs of items which can be attributed to a period in travel, but for which no other reimbursement or allowance is provided under this directive and to help off-set some of the expenses incurred as a result of having to travel. It includes but is not limited to such items as gratuities, laundry, dry cleaning, grass cutting, snow removal, home security check, plant watering, mail services, pet care, telecommunications hook-ups and service, shipping of some personal effects.

Receipt (*reçu*) – an original document or carbon copy showing the date and amount of expenditure paid by the traveller.

Spouse or common-law partner (*conjoint ou conjoint de fait*) –in accordance with the Modernization of Benefits and Obligations Act, the parties hereunder agree that:

- (a) in the collective agreements reached between the parties, current references to the term “spouse” are replaced by the expression “spouse or common-law partner”. The term “common-law partner” refers to a person living in a conjugal relationship with an employee for a continuous period of at least one year. The term “spouse” refers to the person married to the employee.
- (b) for the purposes of the Foreign Service Directives, current references to the term “spouse” are replaced by the expression “spouse or common-law partner”. The term “common-law partner” refers to a person living in a conjugal relationship with an employee for a continuous period of at least one year. This “spouse or common-law partner” must qualify as a dependent under the Foreign Service Directives. The term “spouse” refers to the person married to the employee.

Travel status (*déplacement*) – an absence from the traveller's headquarters area on government business travel.

Traveller (*voyageur*) – a person who is authorized to travel on federal government business.

Workplace (*lieu de travail*)

Permanent/Regular (*permanent/régulier*) – the single permanent location determined by the employer at or from which an employee ordinarily performs the work of his or her position or reports to.

Temporary (*temporaire*) – the single location where an employee is temporarily assigned to perform the work of his or her position or reports to within the headquarters area.



Travel Directive

Part I Administration

1.1 Authorization

1.1.1 The employer has the responsibility to authorize and determine when business travel is necessary, and to ensure that all travel arrangements are consistent with the provisions of this Directive. Following consultation between the employer and the employee, the determination of travel arrangements shall best accommodate the employee's needs and interests and the employer's operational requirements.

1.1.2 Business travel shall be authorized in advance in writing to ensure all travel arrangements are in compliance with the provisions of this directive. In special circumstances, travel shall be post authorized by the employer.

1.1.3 Expenses resulting from misinterpretations or mistakes are not a basis for reimbursement or non reimbursement. However, such situations shall be reviewed on a case by case basis.

1.2 Loyalty programs

1.2.1 Provided that there are no additional costs to the Crown, employees travelling on government business can join loyalty programs and retain benefits offered by the travel industry for business or personal use. Such privilege is conditional upon the use of government approved services and products.

1.3 Overpayments

1.3.1 Overpayments, namely amounts reimbursed or paid to travellers, which are not in accordance with the terms of this directive, shall be recovered from the traveller as a debt owing to the Crown.

1.4 Receipts

1.4.1 Where the traveller certifies that the receipt was lost, accidentally destroyed or unobtainable, a personal declaration may replace the receipt.

1.5 Responsibilities

1.5.1 The employer shall:

- (a) establish the proper delegation framework to comply with this Directive;
- (b) ensure that this directive is available at the employee's normal workplace during the employee's working hours;



Travel Directive

- (c) in consultation with the employee
 - (i) determine whether travel is necessary;
 - (ii) ensure that travel arrangements are consistent with the provisions of this directive; and
 - (iii) ensure that accommodation of needs is provided to the point of undue hardship.
- (d) authorize travel;
- (e) verify and approve travel expense claims before reimbursement; and
- (f) ensure that all travel arrangements comply with relevant federal government legislation and employer policies, such as Employment Equity, Official Languages.

1.5.2 The traveller shall:

- (a) become familiar with the provisions of this directive;
- (b) consult and obtain authorization to travel in accordance with the directive;
- (c) inform the employer or its suppliers of his/her needs that may require accommodation;
- (d) complete and submit travel expense claims with necessary supporting documentation as soon as possible after the completion of the travel. In travel situations exceeding one month, the traveller may submit interim travel expense claims prior to the completion of the travel; and
- (e) be responsible for cancelling reservations as required, safeguarding travel advances and funds provided, and making outstanding remittances promptly.

1.5.3 When the employer and the employee are unable to resolve barriers affecting persons with disabilities that may flow from the application of this Directive, the employer and the employee shall consult with the appropriate departmental and/or Union Employment Equity professional.

1.6 *Suppliers, services and products*

1.6.1 Employees on government business travel shall utilise government approved suppliers, services and products selected in support of government business travel when these are available. Where access to these suppliers, services and products require the use of an individual designated travel card, the provision and use of the individual designated travel card require the employee's agreement.

1.6.2 Preference shall be given to using Canadian suppliers, services and products.



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1.6.3 When circumstances do not permit provision of prepaid arrangements, the traveller shall be reimbursed actual and reasonable costs, based upon receipts.

1.7 Travel advances

1.7.1 Employees on government business travel shall be provided with a travel advance to cover travel expenses where government approved services and products are not prepaid or cannot be paid with an individual designated travel card.

1.7.2 When an employee chooses not to obtain and use an individual designated travel card, provision of an advance shall be discussed between the employee and the employer. In such cases, travel advances shall not be unreasonably denied.

1.8 Travel forms

1.8.1 Government approved travel forms shall be used in seeking business travel authority and submitting travel claims with the supporting documentation where necessary.

1.9 Workplace change

1.9.1 When an employee is assigned from a permanent workplace to a temporary workplace for a period of less than thirty (30) consecutive calendar days, the provisions of this directive shall apply.

1.9.2 When an employee is assigned from a permanent workplace to a temporary workplace, for a period of 30 consecutive calendar days or more, the provisions of this directive shall apply unless the employee is notified, in writing, 30 calendar days in advance of the change in workplace. In situations where the employee is not notified of a change of workplace in writing, the provisions of the directive shall apply for the duration of the workplace change up to a maximum of 60 calendar days.

Part II

Insurance

2.1 Insurance plans and compensation

2.1.1 In the event that an employee becomes ill, is injured or dies while travelling on government business, the employee or, where applicable, the employee's dependants may be provided with protection, subject to the terms and conditions of the following:

- (a) the collective agreement or other authority governing terms and conditions of employment, i.e., injury-on-duty leave and severance pay,
- (b) the *Government Employees Compensation Act*,



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- (c) the *Flying Accident Compensation Regulations*,
- (d) the *Public Service Superannuation Act*,
- (e) the Canada Pension Plan or Quebec Pension Plan,
- (f) the Public Service Management Insurance Plan,
- (g) the Disability Insurance Plan,
- (h) the Public Service Health Care Plan (for medical and hospital expenses not paid under the *Government Employees Compensation Act*),
- (i) the Crown Indemnification Policy in the event of a civil action against an employee taken by a third party, and/or
- (j) insurance as a result of contracting with government approved suppliers, services and products.

2.1.2 Details concerning Public Service benefit programs are found in Appendix A.

2.1.3 Employees are advised to confirm with their insurance agent that they are adequately insured if they use non-commercial flights.

2.1.4 Additional insurance purchased by the traveller shall not be reimbursed except for the cost of insurance to cover repairs to, or replacement of, damaged or lost luggage while travelling, unless such insurance is provided.

2.2 Vehicle Insurance

2.2.1 Employees authorized to drive a Crown-owned vehicle must drive it themselves. The federal government self-insures its own vehicles. There is no Crown liability coverage for unauthorized drivers who would be personally liable in the event of an accident.

2.2.2 Collision damage waiver coverage for the entire period that a vehicle is rented is required. This coverage is included when travellers use a government approved individual designated travel card and shall be reimbursed in circumstances where an individual designated travel card is not used.

2.2.3 Travellers shall not be reimbursed for personal accident insurance coverage premiums.

2.2.4 The employer assumes no financial responsibility for privately owned vehicles other than paying the kilometric rate and the supplementary business insurance premium, where required. The employer is not responsible for reimbursing deductible amounts related to insurance coverage.



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2.2.5 Privately owned vehicles or other types of transportation used on government business shall have at least the minimum provincial/territorial state/country insurance coverage of public liability and property damage.

2.2.6 Additional premium costs for public liability and property damage, collision and comprehensive coverage shall be reimbursed for the applicable period, when a supplementary business insurance for a vehicle is required.

2.2.7 Travellers who intend to carry passengers are advised to confirm with their insurance agent that they are adequately insured.



Travel Directive

**Part III
Travel Modules**

3.1 Module 1 - Travel within Headquarters Area – No overnight stay

The provisions outlined in this Travel Module apply when an employee is away from the workplace on government business travel within the Headquarters Area without an overnight stay.

3.1.1 Accommodation

Reimbursement for overnight accommodation within an employee's headquarters area shall not normally be authorized. Employees in the following exceptional cases shall be in travel status and reimbursed for overnight accommodation and according to the provisions of Module 3:

- (a) accommodation in government facilities for such purposes as live-in conferences, meetings and training courses;
- (b) accommodation in educational facilities, for such purposes as live-in conferences, meetings and training courses; or
- (c) accommodation in commercial facilities, in very exceptional or emergency situations that require employees to remain close to their posts for periods long in excess of normal working hours, such as policing activities during a crisis, or extended collective bargaining sessions.

3.1.2 Additional business expenses

The employee shall be reimbursed business expenses not otherwise covered such as photocopies, word processing service, faxes, internet connections, rental and transportation of necessary office equipment and transportation of required personal effects.

3.1.3 Bottled water

Not applicable to this Module.

3.1.4 Currency exchange

Not applicable to this Module.

3.1.5 Dependant care

Not applicable to this Module.



Travel Directive

3.1.6 Home communication

Not applicable to this Module.

3.1.7 Incidental expense allowance

Not applicable to this Module.

3.1.8 Insurance

See Part II and Appendix A.

3.1.9 Meals

Unless otherwise covered by terms and conditions of employment or collective agreements, meal expenses incurred within the Headquarters Area shall not normally be reimbursed.

Meal expenses, based on receipts, may be reimbursed up to the limit of the applicable meal allowance in Appendix C in the following situations:

- (a) when employees are required to work through or beyond normal meal hours and are clearly placed in situations of having to spend more for the meal than would otherwise be the case; (revised December 2, 2005)
- (b) when employees are required to attend conferences, seminars, meetings or public hearings during the weekend or holidays;
- (c) when employees are required to attend formal full-day conferences, seminars, meetings or hearings and where meals are an integral part of the proceedings;
- (d) when employer representatives are involved in collective bargaining proceedings;
- (e) when intensive task force or committee studies are enhanced by keeping participants together over a normal meal period; or
- (f) when the reimbursement of meal expenses is clearly reasonable and justifiable as a direct result of an employee's duties.

3.1.10 Rest periods

Not applicable to this Module.

3.1.11 Transportation

The selection of the mode of transportation shall be based on cost, duration, convenience, safety and practicality. In addition to provisions outlined in this section under commercial, vehicles and

**Travel Directive**

other modes of transportation, expenses associated with the selected mode of transportation such as ferries, tolls, docking fees, shall be reimbursed.

When authorized travel or overtime causes a disruption in the employee's regular commuting pattern, the employee shall be reimbursed additional transportation costs incurred between the residence and the workplace.

When conditions under workplace change are not met, transportation shall be provided to the temporary workplace or the kilometric rate paid for the distance between the home and the temporary workplace, or between the permanent workplace and the temporary workplace, whichever is less.

(a) Commercial

Where commercial transportation is authorized and used, the traveller shall be provided with the necessary prepaid tickets whenever possible.

Taxis, shuttles and local transportation services are alternatives for short local trips. Actual expenses shall be reimbursed, based on receipts.

(b) Other modes of transportation

Occasionally, other modes of transportation not normally used on roadways shall be authorized for use on government business when this mode of transportation is safe, economical and practical.

Travellers using these other modes of transportation shall be reimbursed at the applicable kilometric rate based on the direct road distances, if available. When there are no road distances, the traveller shall be reimbursed for actual or reasonable distances travelled.

(c) Vehicles

The standard for rental vehicles is mid size. Rental vehicles beyond the standard shall be authorized based upon factors such as but not limited to safety, the needs of the traveller and the bulk or weight of goods transported.

The kilometric rates payable for the use of privately owned vehicles driven on authorized government business are prescribed in Appendix B. Travellers shall use the most direct, safe and practical road routes and shall claim only for distances necessarily driven on government business travel.

When an employee has been authorized to use and uses a private vehicle within the headquarters area on government business travel, the employee shall be reimbursed the kilometric rate in accordance with Appendix B.



Travel Directive

3.2 Module 2 - Travel Outside Headquarters Area – No overnight stay

The provisions outlined in this Travel Module apply when a traveller is away from the workplace on government business travel outside the Headquarters Area without an overnight stay.

3.2.1 Accommodation

Not applicable to this Module.

3.2.2 Additional business expenses

The employee shall be reimbursed business expenses not otherwise covered such as business calls, photocopies, word processing service, faxes, internet connections, rental and transportation of necessary office equipment and transportation of required personal effects.

Employees whose schedules have been altered for reasons outside their control shall be reimbursed reasonable telephone costs to attend to situations related to the employee's altered schedule.

When an employee is required to proceed outside Canada on authorized government business, the employer shall make the necessary arrangements for obtaining an appropriate passport and/or visa, and any required inoculations, vaccinations, X-rays and certificates of health, at no expense to the employee. Where possible, the services of Health Canada, Veterans Affairs Canada or National Defence shall be used for medical services.

3.2.3 Bottled water

Not applicable to this Module.

3.2.4 Currency exchange

The costs incurred in converting reasonable sums to foreign currencies and/or reconvertng any unused balance to Canadian currency shall be reimbursed, based upon receipts, from all transactions and sources.

When these costs are not supported by receipts, the average Bank of Canada currency exchange rate shall apply. In cases where the Bank of Canada does not provide an exchange rate, an alternate bank rate from an established institution, as determined by the employer, shall be applied. The rate shall be the average of the rates applicable on the initial date into the country and the final date out of the country.



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3.2.5 *Dependant care*

The employee who is required to travel on government business shall be reimbursed actual and reasonable dependant care expenses up to a daily maximum of \$35 Canadian, per household, with a declaration, or up to a daily maximum of \$75 Canadian, per household, with a receipt when:

- (a) the employee is the sole caregiver of a dependant who is under 18 years of age or has a mental or physical disability, or
- (b) two federal employees living in the same household are the sole caregivers of a dependant who is under 18 years of age or has a mental or physical disability and both employees are required to travel on government business at the same time.

Dependant care allowance shall apply only for expenses that are incurred as a result of travelling and are additional to expenses the employee would incur when not travelling.

3.2.6 *Home communication*

Not applicable to this Module.

3.2.7 *Incidental expense allowance*

Not applicable to this Module.

3.2.8 *Insurance*

See Part II and Appendix A.

3.2.9 *Meals*

A traveller shall be paid the applicable meal allowance for each breakfast, lunch and dinner while on travel status.

Meal allowances shall be reimbursed in accordance with the rates specified in Appendix C.

A meal allowance shall not be paid to a traveller with respect to a meal that is provided. In exceptional situations where a traveller has incurred out of pocket expenses to supplement meals provided, the actual incurred costs may be reimbursed, based on receipts, up to the applicable meal allowance.

Where a traveller incurs meal costs that are higher than the established meal allowances in situations outside the traveller's control, the actual and reasonable expenses incurred shall be reimbursed, based on receipts.



Travel Directive

Reimbursement of meals for shift workers shall be based on the meal sequence of breakfast, lunch and dinner, in relation to the commencement of the employee's shift.

3.2.10 Rest periods

Not applicable to this Module.

3.2.11 Transportation

The selection of the mode of transportation shall be based on cost, duration, convenience, safety and practicality. In addition to provisions outlined in this section under commercial, vehicles and other modes of transportation, expenses associated with the selected mode of transportation such as ferries, tolls, docking fees, shall be reimbursed.

When authorized travel or overtime causes a disruption in the employee's regular commuting pattern, the employee shall be reimbursed additional transportation costs incurred between the residence and the workplace.

(a) Commercial

Where commercial transportation is authorized and used, the traveller shall be provided with the necessary prepaid tickets whenever possible.

The standard for air travel is economy class. The lowest available airfares appropriate to particular itineraries shall be sought and bookings shall be made as far in advance as possible.

The standard for rail travel is the next higher class after the full economy class.

Taxis, shuttles and local transportation services are alternatives for short local trips. Actual expenses shall be reimbursed. Receipts are only required to justify taxi fares in excess of ten dollars.

(b) Other modes of transportation

Occasionally, other modes of transportation not normally used on roadways shall be authorized for use on government business when this mode of transportation is safe, economical and practical.

Travellers using these other modes of transportation shall be reimbursed at the applicable kilometric rate based on the direct road distances, if available. When there are no road distances, the traveller shall be reimbursed for actual or reasonable distances travelled.



Travel Directive

(c) Vehicles

The standard for rental vehicles is mid size. Rental vehicles beyond the standard shall be authorized based upon factors such as but not limited to safety, the needs of the traveller and the bulk or weight of goods transported.

The kilometric rates payable for the use of privately owned vehicles driven on authorized government business are prescribed in Appendix B. Travellers shall use the most direct, safe and practical road routes and shall claim only for distances necessarily driven on government business travel.

Travellers who are driven to or picked up from a public carrier terminal, shall be reimbursed the kilometric rate based on the distance to and from the public carrier terminal for each round trip.

In the interests of safe driving, when employee-driven vehicles are authorized, employees shall not normally be expected to drive more than:

- 250 kilometres after having worked a full day;
- 350 kilometres after having worked one-half day; or
- 500 kilometres on any day when the employee has not worked.

Parking charges shall be reimbursed where it is practical and economical to leave a private vehicle at the public carrier's terminal during the period of absence.

In respect of every day on which an employee is authorized to use a private vehicle on government business travel, the employee shall be reimbursed the actual costs of parking the vehicle for that period of time.

3.2.12 Weekend travel home

Not applicable to this Module.

3.2.13 Weekend travel - Alternatives

Not applicable to this Module.



Travel Directive

3.3 Module 3 - Travel in Canada and Continental USA – Overnight stay

The provisions outlined in this Travel Module apply when a traveller is away from the workplace on government business travel overnight, in Canada or in the Continental USA.

A daily comprehensive allowance may be authorized in circumstances where established allowances are neither practical, reasonable or equitable.

3.3.1 Accommodation

The standard for accommodation is a single room, in a safe environment, conveniently located and comfortably equipped.

A variety of options for accommodation are available for travel. Generally these include hotels, motels, corporate residences, apartments, private non-commercial accommodation, and government and institutional accommodation.

Government hotel directories shall serve as a guide for the cost, location and selection of accommodation.

Unless the employer authorizes otherwise, when travel is related to activities held in an institution, the employee shall stay in institutional accommodations.

Where employees are in travel status at military bases, unless program-related or security reasons dictate the use of specific accommodation, an employee's request for alternate commercial or private non-commercial accommodation shall not be unreasonably denied.

Although travellers generally stay in commercial accommodation, private non-commercial accommodation is encouraged. A traveller who chooses private non-commercial accommodation shall be reimbursed the rate as specified in Appendix C. In addition, ground transportation costs shall be authorized when it is cost effective. Cost effectiveness shall be determined by comparing the total cost of accommodation and transportation in the private non-commercial accommodation versus available commercial or government and institutional accommodation and the associated transportation costs.

For periods of travel status of more than 30 consecutive calendar days at the same location, accommodation at corporate residences, apartments, private non-commercial accommodation or government and institutional accommodation is encouraged. Travellers who choose to stay in a hotel after the thirtieth day (30th) when apartments or corporate residences are available in the area surrounding the workplace, shall be reimbursed up to the cost of the average apartment or corporate residence available.



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3.3.2 Additional business expenses

The employee shall be reimbursed business expenses not otherwise covered such as business calls, photocopies, word processing service, faxes, internet connections, rental and transportation of necessary office equipment and transportation of required personal effects.

Employees whose schedules have been altered for reasons outside their control shall be reimbursed reasonable telephone costs to attend to situations related to the employee's altered schedule.

When an employee is required to proceed outside Canada on authorized government business, the employer shall make the necessary arrangements for obtaining an appropriate passport and/or visa, and any required inoculations, vaccinations, X-rays and certificates of health, at no expense to the employee. Where possible, the services of Health Canada, Veterans Affairs Canada or National Defence shall be used for medical services.

3.3.3 Bottled water

Included in Incidental expense allowance.

3.3.4 Currency exchange

The costs incurred in converting reasonable sums to foreign currencies and/or reconvertng any unused balance to Canadian currency shall be reimbursed, based upon receipts, from all transactions and sources.

When these costs are not supported by receipts, the average Bank of Canada currency exchange rate shall apply. In cases where the Bank of Canada does not provide an exchange rate, an alternate bank rate from an established institution, as determined by the employer, shall be applied. The rate shall be the average of the rates applicable on the initial date into the country and the final date out of the country.

3.3.5 Dependant Care

The employee who is required to travel on government business shall be reimbursed actual and reasonable dependant care expenses up to a daily maximum of \$35 Canadian, per household, with a declaration, or up to a daily maximum of \$75 Canadian, per household, with a receipt when:

- (a) the employee is the sole caregiver of a dependant who is under 18 years of age or has a mental or physical disability, or
- (b) two federal employees living in the same household are the sole caregivers of a dependant who is under 18 years of age or has a mental or physical disability and both employees are required to travel on government business at the same time.



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Dependant care allowance shall apply only for expenses that are incurred as a result of travelling and are additional to expenses the employee would incur when not travelling.

3.3.6 Home communication

Home communication is included in the incidental expense allowance.

The following exception applies: Employees in travel status on-board vessels shall be authorized to make up to the equivalent of one ten-minute phone call home using the equipment available over each contiguous three-day period away from home port. When satellite communication systems are available and used, the phone call shall be limited to five minutes.

3.3.7 Incidental expense allowance

A traveller shall be paid an incidental expense allowance that covers a number of miscellaneous expenses not otherwise provided for in this directive for each day or part day in travel status as per Appendix C. Part day does not include days where a late-night flight arrives in the traveller's headquarters area after midnight.

The following exception applies: Seventy-five percent (75%) of the incidental allowance as specified in Appendix C shall be paid starting on the thirty-first (31st) consecutive calendar day of travel status while at the same location when corporate residences or apartment hotels are available to a traveller in the area surrounding the workplace, or the traveller chooses to stay in private accommodation.

When a traveller visits locations in Canada and the USA on the same day, the incidental expense allowance paid shall be that for the location where the day commences.

3.3.8 Insurance

See Part II and Appendix A.

3.3.9 Meals

A traveller shall be paid the applicable meal allowance for each breakfast, lunch and dinner while on travel status.

Meal allowances shall be reimbursed in accordance with the rates specified in Appendix C.

The following exception applies: Seventy-five percent (75%) of the meal allowances as specified in Appendix C shall be paid starting on the thirty-first (31st) consecutive calendar day of travel status at the same location when corporate residences or apartment hotels are available to a traveller in the area surrounding the workplace, or the traveller chooses to stay in private accommodation.



Travel Directive

A meal allowance shall not be paid to a traveller with respect to a meal that is provided. In exceptional situations where a traveller has incurred out of pocket expenses to supplement meals provided, the actual incurred costs may be reimbursed, based on receipts, up to the applicable meal allowance.

Where a traveller incurs meal costs that are higher than the established meal allowances in situations outside the traveller's control, the actual and reasonable expenses incurred shall be reimbursed, based on receipts.

Reimbursement of meals for shift workers shall be based on the meal sequence of breakfast, lunch and dinner, in relation to the commencement of the employee's shift.

3.3.10 Rest periods

Unless mutually agreed otherwise, itineraries shall be arranged to provide for

- (a) a suitable rest period, and/or
- (b) an overnight stop after travel time of at least nine consecutive hours.

Travel time is the time spent in any mode of transportation en-route to destination and/or awaiting immediate connections. This includes the time spent travelling to and from a carrier/terminal.

A suitable rest period shall not be unreasonably denied.

3.3.11 Transportation

The selection of the mode of transportation shall be based on cost, duration, convenience, safety and practicality. In addition to provisions outlined in this section under commercial, vehicles and other modes of transportation, expenses associated with the selected mode of transportation such as ferries, tolls, docking fees, shall be reimbursed.

When authorized travel or overtime causes a disruption in the employee's regular commuting pattern, the employee shall be reimbursed additional transportation costs incurred between the residence and the workplace.

(a) Commercial

Where commercial transportation is authorized and used, the employee shall be provided with the necessary prepaid tickets whenever possible.

The standard for air travel is economy class. The lowest available airfares appropriate to particular itineraries shall be sought and bookings shall be made as far in advance as possible.



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The standard for rail travel is the next higher class after the full economy class.

Taxis, shuttles and local transportation services are alternatives for short local trips. Actual expenses shall be reimbursed. Receipts are only required to justify taxi fares in excess of ten dollars.

(b) Other modes of transportation

Occasionally, other modes of transportation not normally used on roadways shall be authorized for use on government business travel when this mode of transportation is safe, economical and practical.

Travellers using these other modes of transportation shall be reimbursed at the applicable kilometric rate based on the direct road distances, if available. When there are no road distances, the traveller shall be reimbursed for actual or reasonable distances travelled.

(c) Vehicles

The standard for rental vehicles is mid size. Rental vehicles beyond the standard shall be authorized based upon factors such as but not limited to safety, the needs of the traveller and the bulk or weight of goods transported.

The kilometric rates payable for the use of privately owned vehicles driven on authorized government business are prescribed in Appendix B. Travellers shall use the most direct, safe and practical road routes and shall claim only for distances necessarily driven on government business travel.

Travellers who are driven to or picked up from a public carrier terminal, shall be reimbursed the kilometric rate based on the distance to and from the public carrier terminal for each round trip.

In the interests of safe driving, when employee-driven vehicles are authorized, employees shall not normally be expected to drive more than:

- 250 kilometres after having worked a full day;
- 350 kilometres after having worked one-half day; or
- 500 kilometres on any day when the employee has not worked.

Parking charges shall be reimbursed where it is practical and economical to leave a private vehicle at the public carrier's terminal during the period of absence.



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In respect of every day on which an employee is authorized to use a private vehicle on government business travel, the employee shall be reimbursed the actual costs of parking the vehicle for that period of time.

3.3.12 Weekend travel home

The use of the weekend travel home provisions or its alternatives does not constitute a break in continuous travel at the same location.

An employee who is in travel status that extends through or beyond a weekend is eligible for weekend travel home provisions provided that the following conditions are met:

- (a) work schedules permit the employee to be absent; and
- (b) appropriate private or public transportation is available and its use is both practical and reasonable.

Every weekend:

An eligible employee entitled to travel home every weekend shall be reimbursed actual transportation costs up to an amount not exceeding:

- (a) the cost of maintaining the employee in travel status for the week-end period (i.e. accommodation, meals, incidental, and other expense allowances), if the accommodation is cancelled for the week-end; or
- (b) when the accommodation is not cancelled, the weekend travel home transportation allowances stated in Appendix C shall apply.

Every third weekend on average:

There will be occasions when an employee in travel status for a period of more than thirty (30) consecutive calendar days in Canada or the continental USA is so far from home that travel home every weekend would be impractical.

In such situations where travel home every weekend is impractical and provided that the employee is in continuous travel status, the employee may return home on average every third weekend and schedule actual weekend trips home within the maximum number permitted to meet personal needs.

The employee shall be reimbursed the most economical return airfare, the necessary return ground transportation to and from the carrier's terminal and meals en route. The most economical air fare shall be air fare booked more than 14 days in advance with a Saturday night stay over. Meals and incidentals at destination shall not be reimbursed. The accommodation at the duty travel location need not be cancelled.



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3.3.13 Weekend travel - Alternatives

(a) By the employee

Provided that the employee is not required by the employer to remain at the duty travel location, an employee may choose to spend the weekend at an alternative location. To be eligible for reimbursement, the employee shall: cancel charges for accommodation (and meals provided on-site) at the duty travel location; provide a receipt for alternative commercial accommodation when used; and not return home or to the headquarters area during the weekend.

Reimbursement shall be limited to the cost of maintaining the employee at the duty travel location and shall include the cost of accommodation, meals, incidentals and other expenses.

Arrangements are the personal responsibility of the employee without using the government approved services. The employee assumes personal liability as if the employee were not on travel status.

The use of this provision does not preclude the employee's entitlement to week-end travel home.

(b) By the employee's spouse/dependant

As an alternative to weekend travel home by the employee, a spouse/dependant may be authorized to travel to the employee's assigned work location when there is no additional cost to the employer. The airfare and pertinent travel arrangements shall be processed through the government suppliers. Ground transportation to and from the public carrier shall be reimbursed. Insurance coverage for the spouse/dependant is the responsibility of the employee. (revised February 27, 2004)



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3.4 Module 4 - International Travel – Overnight stay

The provisions outlined in this Travel Module apply when a traveller is away from the workplace on government business travel overnight, outside Canada or the Continental USA.

A daily comprehensive allowance may be authorized in circumstances where established allowances are neither practical, reasonable or equitable.

3.4.1 Accommodation

The standard for accommodation is a single room, in a safe environment, conveniently located and comfortably equipped.

A variety of options for accommodation are available for travel. Generally these include hotels, motels, corporate residences, apartments, private non-commercial accommodation, government owned/leased accommodation and institutions.

Government hotel directories shall serve as a guide for the cost, location and selection of accommodation.

Unless the employer authorizes otherwise, when travel is related to activities held in an institution, the employee shall stay in institutional accommodations.

Where employees are in travel status at military bases, unless program-related or security reasons dictate the use of specific accommodation, an employee's request for alternate commercial or private non-commercial accommodation shall not be unreasonably denied.

Although travellers generally stay in commercial accommodation, private non-commercial accommodation is encouraged. A traveller who chooses private non-commercial accommodation shall be reimbursed the rate as specified in Appendix D. In addition, ground transportation costs shall be authorized when it is cost effective. Cost effectiveness shall be determined by comparing the total cost of accommodation and transportation in the private non-commercial accommodation versus available commercial or government and institutional accommodation and the associated transportation costs.

For periods of travel status of more than thirty (30) consecutive calendar days at the same location, accommodation at corporate residences, apartments, private non-commercial accommodation or government and institutional accommodation is encouraged. Travellers who choose to stay in a hotel after the thirtieth day (30th) when apartments or corporate residences are available in the area surrounding the workplace, shall be reimbursed up to the cost of the average apartment or corporate residence available.



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3.4.2 Additional business expenses

The employee shall be reimbursed business expenses not otherwise covered such as business calls, photocopies, word processing service, faxes, internet connections, rental and transportation of necessary office equipment and transportation of required personal effects.

Employees whose schedules have been altered for reasons outside their control shall be reimbursed reasonable telephone costs to attend to situations related to the employee's altered schedule.

When an employee is required to proceed outside Canada on authorized government business, the employer shall make the necessary arrangements for obtaining an appropriate passport and/or visa, and any required inoculations, vaccinations, X-rays and certificates of health, at no expense to the employee. Where possible, the services of Health Canada, Veterans Affairs Canada or National Defence shall be used for medical services.

3.4.3 Bottled water

The cost of bottled water shall be reimbursed in situations deemed necessary and based on receipts for reasonable quantities.

3.4.4 Currency exchange

The costs incurred in converting reasonable sums to foreign currencies and/or reconverting any unused balance to Canadian currency shall be reimbursed, based upon receipts, from all transactions and sources.

When these costs are not supported by receipts, the average Bank of Canada currency exchange rate shall apply. In cases where the Bank of Canada does not provide an exchange rate, an alternate bank rate from an established institution, as determined by the employer, shall be applied. The rate shall be the average of the rates applicable on the initial date into the country and the final date out of the country.

3.4.5 Dependant Care

The employee who is required to travel on government business shall be reimbursed actual and reasonable dependant care expenses up to a daily maximum of \$35 Canadian, per household, with a declaration, or up to a daily maximum of \$75 Canadian, per household, with a receipt when:

- (a) the employee is the sole caregiver of a dependant who is under 18 years of age or has a mental or physical disability, or



Travel Directive

(b) two federal employees living in the same household are the sole caregivers of a dependant who is under 18 years of age or has a mental or physical disability and both employees are required to travel on government business at the same time.

Dependant care allowance shall apply only for expenses that are incurred as a result of travelling and are additional to expenses the employee would incur when not travelling.

3.4.6 Home communication

Over each contiguous three-day period away from home, employees in travel status shall be reimbursed the equivalent of one ten-minute phone call home, based on receipts.

When satellite communication systems are available and used, the phone call shall be limited to five minutes.

Employees provided with international telephone-card privileges, or who have made use of government international telephone network facilities for home communication, shall not claim the cost of telephone calls home.

3.4.7 Incidental expense allowance

A traveller shall be paid an incidental expense allowance that covers a number of miscellaneous expenses not otherwise provided for in this directive for each day or part day in travel status as per Appendix D. Part day does not include days where a late-night flight arrives in the traveller's headquarters area after midnight.

The following exception applies: Seventy-five percent (75%) of the incidental allowance as specified in Appendix C shall be paid starting on the thirty first (31st) consecutive calendar day of travel status while at the same location when corporate residences or apartment hotels are available to a traveller in the area surrounding the workplace, or the traveller chooses to stay in private accommodation.

When a traveller visits locations in different countries on the same day, the incidental expense allowance paid shall be that for the location where the day commences.

3.4.8 Insurance

See Part II and Appendix A.

3.4.9 Meals

A traveller shall be paid the applicable meal allowance for each breakfast, lunch and dinner while on travel status.

Meal allowances shall be reimbursed in accordance with the rates specified in Appendix D.



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The following exception applies: Seventy-five percent (75%) of the meal allowances as specified in Appendix D shall be paid starting on the thirty first (31st) consecutive calendar day of travel status at the same location when corporate residences or apartment hotels are available to a traveller in the area surrounding the workplace, or the traveller chooses to stay in private accommodation.

Where no meal allowance has been established in a given country or where sudden changes in currency exchange rates or high inflationary trends may invalidate the specified meal allowance, actual and reasonable expenses shall be reimbursed, based on receipts.

A meal allowance shall not be paid to a traveller with respect to a meal that is provided. In exceptional situations where a traveller has incurred out of pocket expenses to supplement meals provided, the actual incurred costs may be reimbursed, based on receipts, up to the applicable meal allowance.

Where a traveller incurs meal costs that are higher than the established meal allowances in situations outside the traveller's control, the actual and reasonable expenses incurred for all meal expenses on that travel day shall be reimbursed, based on receipts.

3.4.10 Rest periods

Unless mutually agreed otherwise, itineraries shall be arranged to provide for

- (a) a suitable rest period, and/or
- (b) an overnight stop after travel time of at least nine consecutive hours.

Travel time is the time spent in any mode of transportation en-route to destination and/or awaiting immediate connections. This includes the time spent travelling to and from a carrier/terminal.

A suitable rest period shall not be unreasonably denied.

3.4.11 Transportation

The selection of the mode of transportation shall be based on cost, duration, convenience, safety and practicality. In addition to provisions outlined in this section under commercial, vehicles and other modes of transportation, expenses associated with the selected mode of transportation such as ferries, tolls, docking fees, shall be reimbursed.

When authorized travel or overtime causes a disruption in the employee's regular commuting pattern, the employee shall be reimbursed actual additional transportation costs incurred between the residence and the workplace.



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(a) Commercial

Where commercial transportation is authorized and used, the traveller shall be provided with the necessary prepaid tickets whenever possible.

The standard for air travel is economy class. The lowest available airfares appropriate to particular itineraries shall be sought and bookings shall be made as far in advance as possible.

Where available, business/executive class air travel shall be authorized where continuous air travel exceeds nine hours. Continuous air travel starts at the scheduled departure time, and ends with the arrival at destination or with an overnight stop or layover equivalent to an overnight stop.

The standard for rail travel is the next higher class after the full economy class.

Taxis, shuttles and local transportation services are alternatives for short local trips. Actual expenses shall be reimbursed, based on receipts.

(b) Other modes of transportation

Occasionally, other modes of transportation not normally used on roadways shall be authorized for use on government business travel when this mode of transportation is safe, economical and practical.

Travellers using these other modes of transportation shall be reimbursed at the applicable kilometric rate based on the direct road distances, if available. When there are no road distances, the traveller shall be reimbursed for actual or reasonable distances travelled.

(c) Vehicles

The standard for rental vehicles is mid size. Rental vehicles beyond the standard shall be authorized based upon factors such as but not limited to safety, the needs of the traveller and the bulk or weight of goods transported.

The kilometric rates payable for the use of privately owned vehicles driven on authorized government business are provided in Appendix B. Travellers shall use the most direct, safe and practical road routes and shall claim only for distances necessarily driven on government business travel.

Travellers who are driven to or picked up from a public carrier terminal, shall be reimbursed the kilometric rate based on the distance to and from the public carrier terminal for each round trip.



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In the interests of safe driving, when employee-driven vehicles are authorized, employees shall not normally be expected to drive more than:

- 250 kilometres after having worked a full day;
- 350 kilometres after having worked one-half day; or
- 500 kilometres on any day when the employee has not worked.

Parking charges shall be reimbursed where it is practical and economical to leave a private vehicle at the public carrier's terminal during the period of absence.

In respect of every day on which an employee is authorized to use a private vehicle on government business travel, the employee shall be reimbursed the actual costs of parking the vehicle for that period of time.

3.4.12 Weekend travel home

The use of the weekend travel home provisions or its alternatives does not constitute a break in continuous travel at the same location.

An employee who is in travel status that extends through or beyond a weekend is eligible for weekend travel home provisions provided that the following conditions are met:

- (a) work schedules permit the employee to be absent; and
- (b) appropriate private or public transportation is available and its use is both practical and reasonable.

Provided the employee is in continuous travel status, the employee is entitled to return home as per the table below:

Minimum of: 7 weeks	= 1 trip
12 weeks	= 2 trips
17 weeks	= 3 trips
22 weeks	= 4 trips

The employee shall be reimbursed, based on receipts, a maximum of the most economical return airfare, the necessary return ground transportation to and from the carrier's terminal, and meals en route. Meals and incidentals at destination shall not be reimbursed. The accommodation at the duty travel location need not be cancelled.

The most economical airfare shall be booked more than 14 days in advance with a Saturday night stay over. The employee may schedule actual weekend trips home within the maximum number permitted to meet personal needs.



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3.4.13 Weekend travel - Alternatives

(a) By the employee

Provided that the employee is not required by the employer to remain at the duty travel location, an employee may choose to spend the weekend at an alternative location. Such arrangements shall be made in consideration of security and diplomatic contexts. To be eligible for reimbursement, the employee shall: cancel charges for accommodation (and meals provided on-site) at the duty travel location; provide a receipt for alternative commercial accommodation when used; and not return home or to the headquarters area during the weekend.

Reimbursement shall be limited to the cost of maintaining the employee at the duty travel location and shall include the cost of accommodation, meals, incidentals and other expenses.

Arrangements are the personal responsibility of the employee without using the government approved services. The employee assumes personal liability as if the employee were not on travel status.

The use of this provision does not preclude the employee's entitlement to week-end travel home.

(b) By the employee's spouse or a dependant

As an alternative to weekend travel home by the employee, a spouse or a dependant may be authorized to travel to the employee's assigned work location when there is no additional cost to the employer. The airfare and pertinent travel arrangements shall be processed through the government suppliers. Ground transportation to and from the public carrier shall be reimbursed. Such arrangements shall be made in consideration of security and diplomatic contexts. Insurance coverage for the spouse/dependant is the responsibility of the employee. (revised February 27, 2004)

Part IV Special Travel Circumstances

4.1 Escort Officers

4.1.1 A suitable rest period for employees who are employed as Escort Officers shall be 16 hours for travel time between 8 to 24 hours; for travel time greater than 24 hours, a suitable rest period shall be 24 hours.



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Travel time is the time spent in any mode of transportation en-route to destination and/or awaiting immediate connections. This includes the time spent travelling to and from a carrier/terminal.

4.2 Ships Officers / Ships Crews

4.2.1 The workplace of employees who are employed as Ships' Officers or Ships' Crews shall be deemed to be a suitable structure, as determined by the employer:

- (a) at the location of the home port of their vessels, for employees whose normal duties are performed aboard a vessel; or
- (b) at the location where employees normally perform their duties when they are not employed on a vessel.

4.2.2 For any period during which the employer requires the employee to be aboard a self-contained vessel (e.g., a ship, dredge or barge with sleeping and eating facilities), an employee shall be deemed to be within the headquarters area, whether or not the vessel is actually within the headquarters area. In this context, "period" shall mean the extended period during which the employee is assigned to the vessel, and shall not be limited to the actual physical performance of particular tasks during a watch.

4.2.3 When the self-contained vessel itself is outside the actual headquarters area, the employee shall be in travel status whenever required by the employer to leave the vessel and go ashore (except when billeted ashore), and when, during such absence, the employee remains outside the actual headquarters area.

4.2.4 Travel status applies in the circumstances described above when the employee is on sick leave. It does not apply when the employee is on leave of absence. During a period of leave of absence, however, the employee shall be entitled to any appropriate travel provisions contained in the employee's collective agreement, where such provisions are applicable under the circumstances.

4.2.5 Entitlement to accommodation expenses and meal and incidental expense allowances during each period of required absence from the vessel shall be governed by this directive as applicable. Notwithstanding the foregoing, there shall be no entitlements in respect of meals and accommodation while the employee is ashore if appropriate entitlements in such circumstances are provided for in a collective agreement applicable to the employee.

4.2.6 Except as otherwise provided for in a collective agreement, for purposes of weekend travel home, an employee shall be deemed not to be in travel status for the period during which the normal duties of that employee are performed aboard a self-contained vessel.

4.2.7 The provisions concerning emergency or death while away on government business travel shall apply to employees who are Ships' Officers, Ships' Crews or other occupational



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groups and who are serving aboard a vessel while absent from its home port, as if the employees were in travel status.

4.2.8 Over each contiguous three-day period away from home port, employees on-board vessels shall be authorized to make up the equivalent of a ten minute phone call home using the equipment available. When satellite communication systems are available and used, the phone calls shall be limited to five minutes.

4.3 Special transportation needs

4.3.1 When a traveller has an aversion to air travel, the employer shall endeavour to schedule the work so that time will permit the traveller to travel by other means.

Part V

Emergencies, illnesses, injuries and death while on travel status

5.1 Death while on travel status

5.1.1 If an employee dies while in travel status, the employer shall authorize the payment of necessary expenses that are additional to those which might have been incurred had the death occurred in the headquarters area. Reimbursement of costs incurred shall be reduced by any amount payable under some other authority. Expenses payable are:

- (a) at the place where death occurred: ambulance, hearse, embalming/cremation, outside crate/container (but not the cost of a coffin/urn) and any other services or items required by local health laws, and
- (b) transportation of the remains to the headquarters area or, if desired by the survivors, to another location, up to the cost of transportation to the headquarters area. Costs for an escort over and above the costs included in transporting the remains are payable only when an escort is required by law.

5.1.2 Where the remains are not transported, travel for next-of-kin or a representative of the family to the place of burial shall be reimbursed as though that person were an employee.

5.2 Emergencies, illnesses and injuries while on travel status

5.2.1 Payment for the use of a suitable conveyance, such as an ambulance or taxi, shall be authorized where an employee becomes ill or is injured when, in the opinion of the employer, the employee, or the attending medical practitioner, the nature of the illness or injury requires that the employee be transported to a medical treatment facility, the workplace, the travel-related accommodation, or home.

5.2.2 An employee shall be reimbursed the necessary expenses incurred as a result of illness or accident occurring while in travel status, to the extent that the employer is satisfied the expenses



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were additional to those which might have been incurred had the employee not been absent from home, and which were not otherwise payable to the employee under an insurance policy, the *Government Employees Compensation Act*, or other authority.

5.2.3 An employee who becomes ill or is injured while outside Canada shall, where practical, be provided with a justifiable, accountable advance when incurring sizeable medical expenses. Such advances would subsequently be repaid to the employer under the employee's private insurance plans, the *Government Employees Compensation Act*, or other authority.

5.2.4 When, in the opinion of the attending physician, an employee's condition resulting from illness or injury warrants the presence of the next-of-kin or a representative of the family, actual and reasonable travel expenses may be reimbursed, as if that person were an employee.

5.2.5 An employee may be authorized to return earlier than scheduled as a result of personal illness or accident, or in the event of emergency situations at home (e.g. serious illness in the opinion of a physician, fire, flood, ice storm).

5.2.6 A trip home under this section shall not be taken into account when establishing the employee's eligibility for weekend travel home.

5.2.7 When a trip home for reasons specified in this section is not warranted, actual and reasonable expenses incurred for long-distance telephone calls home shall be reimbursed.

Appendix A Guide to insurance coverage for employees on government business travel

(Publié aussi en français sous le titre *Appendice A – Guide sur les protections d'assurance offertes aux fonctionnaires en cours de déplacement*)

Effective Date: October 1, 2002 (revised February 18 2005)

Note:

- Insurance coverage varies based upon an employee's profile and specific travel requirements. Employees are advised to verify all insurance coverage.



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INCIDENTS	HIGHLIGHTS OF INSURANCE COVERAGE	SOURCES	EMPLOYEE INQUIRIES
<p>Death and Dismemberment</p>	<ul style="list-style-type: none"> • Multiple insurance plans 	<ul style="list-style-type: none"> • Public Service Superannuation Act • Public Service Management Insurance Main Plan • Public Service Management Insurance Executive Plan • Flying Accidents Compensation Regulations <li style="text-align: center;">***** • American Express, Government Travel Card Program (\$500,000 Travel Accident Insurance) • Standing Offer / Agreement with PWGSC and car rental agencies • American Express Government Travel Card Program (Car Rental Accidental Death & Dismemberment Insurance) 	<p>Contact your Human Resources Compensation Section, Pay & Benefits Section</p> <p style="text-align: center;">*****</p> <p>Contact your designated Departmental Travel Co-ordinator</p>
<p>Injury-on-Duty Leave</p>	<ul style="list-style-type: none"> • Employees disabled due to an occupational injury or disease entitled to injury-on-duty 	<ul style="list-style-type: none"> • Government Employees Compensation Act • Public Service Terms and Conditions of Employment Regulations • Collective Agreement 	<p>Contact your Human Resources Compensation Section, Pay & Benefits Section</p>



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INCIDENTS	HIGHLIGHTS OF INSURANCE COVERAGE	SOURCES	EMPLOYEE INQUIRIES
Long-term Disability	<ul style="list-style-type: none"> • Monthly income benefit when unable to work for lengthy period due to disabling illness or injury following an “elimination period” 	<ul style="list-style-type: none"> • Public Service Management Insurance Plan (Main & Executive) • Disability Insurance Plan 	Contact your Human Resources Compensation Section, Pay & Benefits Section
Medical Expenses Resulting from Illness or Injury	<ul style="list-style-type: none"> • Employee coverage • Emergency Travel Assistance Services • Eligible expenses 	<ul style="list-style-type: none"> • Public Service Health Care Plan • Public Service Dental Care Plan 	Contact your Human Resources Compensation Section, Pay & Benefits Section
Private Life Insurance Benefits Deemed Null and Void Because Death Resulted from War or Other Hostile Activities	<ul style="list-style-type: none"> • Compensation to survivors of federal public servant 	<ul style="list-style-type: none"> • High Risk Travel Compensation Plan 	Contact your Human Resources Compensation Section, Pay & Benefits Section
Indemnification and Legal Assistance Related to Actions Arising from Performance of Duties Including While in Travel Status	<ul style="list-style-type: none"> • Indemnification and protection from certain financial costs of Crown servants against liability to the Crown and to third parties and provision of legal assistance where appropriate 	<ul style="list-style-type: none"> • Policy on Indemnification of and Assistance for Crown Servants 	Contact your designated Departmental Travel Co-ordinator
Damage to Privately-owned Vehicle Driven on Official Business	<ul style="list-style-type: none"> • Employer assumes no financial responsibility other than paying authorized kilometric rate and SBI premium, when required. 	<ul style="list-style-type: none"> • Travel Directive • Appendix B – Kilometric rate 	Contact your designated Departmental Travel Co-ordinator
Damage to Crown-owned Vehicle Driven on Official Business	<ul style="list-style-type: none"> • Federal government “self-insures” its own vehicles 	<ul style="list-style-type: none"> • Motor Vehicle Policy 	Contact your designated Departmental Travel Co-ordinator
Auto Rental Public Liability and Property	<ul style="list-style-type: none"> • Rental rate includes some 	<ul style="list-style-type: none"> • Standing Offer / Agreement with PWGSC 	Contact your designated Departmental Travel

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INCIDENTS	HIGHLIGHTS OF INSURANCE COVERAGE	SOURCES	EMPLOYEE INQUIRIES
Damage (PL&PD) Coverage	rental insurance	and car rental agencies	Co-ordinator
Damage to Rental Vehicle	<ul style="list-style-type: none"> • Collision Damage Waiver or Loss Damage Waiver (DCW/LDW) 	<ul style="list-style-type: none"> • American Express, Government Travel Card Program 	Contact your designated Departmental Travel Co-ordinator
Unexpected Return Home Insurance	<ul style="list-style-type: none"> • Unexpected return home coverage in the event of the death of an immediate family member while on government business travel 	<ul style="list-style-type: none"> • American Express Government Travel Card Program 	Contact your designated Departmental Travel Co-ordinator
Flight and Baggage Delay and Hotel/Motel Burglary	<ul style="list-style-type: none"> • Coverage for the following: <ul style="list-style-type: none"> – missed connection – delayed flight departure or denied boarding – emergency baggage delay – hotel/motel burglary – entertainment allowance • Maximum aggregate benefit • Reasonable expenses • Loss of personal items 	<ul style="list-style-type: none"> • American Express, Government Travel Card Program 	Contact your designated Departmental Travel Co-ordinator
Lost or Stolen Baggage	<ul style="list-style-type: none"> • Payment for lost or damaged baggage 	<ul style="list-style-type: none"> • American Express, Government Travel Card Program 	Contact your designated Departmental Travel Co-ordinator



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INCIDENTS	HIGHLIGHTS OF INSURANCE COVERAGE	SOURCES	EMPLOYEE INQUIRIES
Car Rental Personal Effects Burglary	<ul style="list-style-type: none"> Burglary to personal effects while such are in transit in the Rental auto Insured is covered in the event of robbery or theft of personal effects (except money) while being carried, worn or used in travel status (with limitations) 	<ul style="list-style-type: none"> American Express Government Travel Card Program 	

**Appendix B
Kilometric Rates**

(Publié aussi en français sous le titre *Appendice B – Taux par kilomètre*)

Effective December 5, 2005

Modules 1, 2 and 3

The rates payable in cents per kilometre for the use of privately owned vehicles driven on authorized government business travel are shown below:

	Cents/km (taxes included)
— Alberta	45.5
— British Columbia	
— Manitoba	45.5
— New Brunswick	
— Newfoundland and Labrador	44.0
— Northwest Territories	
— Nova Scotia	45.5
— Nunavut	
— Ontario	49.0
— Prince Edward Island	
— Quebec	52.5
— Saskatchewan	
— Yukon	46.0



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52.5
47.0
45.5
50.0
43.0
55.0

Notes:

- The kilometric rate payable when a Canadian registered vehicle is driven on government business travel in more than one province or in the USA shall be the rate applicable to the province or territory of registration of the vehicle.
- Lower Kilometric Rates no longer apply to the Travel Directive.
- Lower Kilometric Rates such as the Commuting Assistance Directive, Isolated Posts and Government Housing Directive, Reservists, etc. (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/trkr-tkdv_e.asp)

For convenience, the Department of Foreign Affairs and International Trade (DFAIT) kilometric rates:

Module 3: DFAIT - United States of America Mileage/Kilometre Rates (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/krus-tkeu_e.html)

Module 4: DFAIT - International Trade Kilometre Rates at Locations Abroad (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/krla-tkde_e.html)

Appendix C – Allowances – Modules 1, 2 and 3

- **Private non-commercial accommodation**
- **Meals**
- **Incidental expenses**
- **Weekend travel home transportation**

Effective Date: October 1, 2005

Seventy-five percent (75%) of the meal and incidental allowances shall be paid starting on the



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thirty first consecutive calendar day of travel status while at the same location when corporate residences and or apartment hotels are available to a traveller in the area surrounding the workplace, or the traveller chooses to stay in private accommodation.

		Canadian \$ (taxes included)			
		Canada & USA	Yukon & Alaska	N.W.T.	Nunavut
1.	Canada				
1.1	Private non-commercial accommodation allowance	50.00	50.00	50.00	50.00
1.2	Meal allowances				
-	breakfast - 100%	12.35	13.75	12.80	20.05
	breakfast - 75% (31 st day onward)	9.25	10.30	9.60	15.05
-	lunch - 100%	11.85	13.55	14.70	21.30
	lunch - 75% (31 st day onward)	8.90	10.15	11.00	15.95
-	dinner - 100%	33.15	42.65	46.35	55.10
	dinner - 75% (31 st day onward)	24.90	32.00	34.75	41.30
	Meal allowance total - 100%	57.35	69.95	73.85	96.45
	Meal allowance total - 75% (31 st day onward)	43.05	52.45	55.35	72.30
1.3	Incidental allowance - 100%	17.30	17.30	17.30	17.30
	Incidental allowance - 75% (31st day onward)	13.00	13.00	13.00	13.00
	Daily Total				
	Meals and incidentals - 100%	74.65	87.25	91.15	113.75
	Meals and incidentals - 75% (31 st day onward)	56.05	65.45	68.35	85.30



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**1.4 Weekend travel home transportation allowances
(Refer to 3.3.12 Weekend travel home, Every weekend: (b))**

- two-day weekend	249.30	274.50	282.30	327.50
- three-day weekend	373.95	411.75	423.45	491.25
- four-day weekend	498.60	549.00	564.60	655.00

2. United States of America (USA)

Allowances in the United States of America are the same as in Canada but paid in US funds.

**Appendix D
Allowances - Module 4**

- Private non-commercial accommodation
- Meals
- Incidental expenses

*(Publié aussi en français sous le titre **Appendice D - Indemnités - Module 4**)*

Effective date: January 1, 2006

Private non-commercial accommodation allowance : \$50 CAN

Incidental expense allowances shall be paid at the following rates:

- (a) in commercial, government and institutional accommodation
 - (i) 32% of the meal total when the three meal allowances are listed in the table below;
 - (ii) 40% of the meal total when only lunch and dinner meal allowances are listed in



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the table below;

- (iii) 40% of actual and reasonable expenses for meals as per 3.4.9.
- (b) in private non-commercial accommodation
 - (i) 20% of the meal total when the three meal allowances are listed in the table below;
 - (ii) 25% of the meal total when only lunch and dinner meal allowances are listed in the table below;
 - (iii) 25% of actual and reasonable expenses for meals as per 3.4.9.

Seventy-five percent (75%) of the meal and incidental allowances shall be paid starting on the thirty first consecutive calendar day of travel status while at the same location when corporate residences and or apartment hotels are available to a traveller in the area surrounding the workplace, or the traveller chooses to stay in private accommodation.

C = Commercial Accommodation
P = Non-commercial Accommodation
*** = Reasonable and justifiable expenses. Receipts required.**

	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
Afghanistan - Currency; dollar (US)							
C	Kabul	*	14.00	20.00	34.00	<i>13.60</i>	47.60
C-75%	Kabul	*	10.50	15.00	25.50	<i>10.20</i>	35.70
P	Kabul	*	14.00	20.00	34.00	<i>8.50</i>	42.50
P-75%	Kabul	*	10.50	15.00	25.50	<i>6.38</i>	31.88
C	Other	*	11.20	16.00	27.20	<i>10.88</i>	38.08
C-75%	Other	*	8.40	12.00	20.40	<i>8.16</i>	28.56



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C = Commercial Accommodation P = Non-commercial Accommodation * = Reasonable and justifiable expenses. Receipts required.							
	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P	Other	*	11.20	16.00	27.20	6.80	34.00
P-75%	Other	*	8.40	12.00	20.40	5.10	25.50
Albania - Currency; dollar (US)							
C	Tiranë	*	14.00	16.00	30.00	12.00	42.00
C-75%	Tiranë	*	10.50	12.00	22.50	9.00	31.50
P	Tiranë	*	14.00	16.00	30.00	7.50	37.50
P-75%	Tiranë	*	10.50	12.00	22.50	5.63	28.13
C	Other	*	11.20	12.80	24.00	9.60	33.60
C-75%	Other	*	8.40	9.60	18.00	7.20	25.20
P	Other	*	11.20	12.80	24.00	6.00	30.00
P-75%	Other	*	8.40	9.60	18.00	4.50	22.50
Algeria - Currency; dollar (CDN)							
C	Algiers	27.00	32.00	37.00	96.00	30.72	126.72
C-75%	Algiers	20.25	24.00	27.75	72.00	23.04	95.04
P	Algiers	27.00	32.00	37.00	96.00	19.20	115.20
P-75%	Algiers	20.25	24.00	27.75	72.00	14.40	86.40



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C = Commercial Accommodation P = Non-commercial Accommodation * = Reasonable and justifiable expenses. Receipts required.							
	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C	Other	21.60	25.60	29.60	76.80	24.58	101.38
C-75%	Other	16.20	19.20	22.20	57.60	18.43	76.03
P	Other	21.60	25.60	29.60	76.80	15.36	92.16
P-75%	Other	16.20	19.20	22.20	57.60	11.52	69.12
Andorra - Currency; euro. NOTE: One Rate For Country							
C	Andorra la Vella	*	*	*	*	40.00%	*
C-75%	Andorra la Vella	*	*	*	*	30.00%	*
P	Andorra la Vella	*	*	*	*	25.00%	*
P-75%	Andorra la Vella	*	*	*	*	18.75%	*
Angola - Currency; dollar (CDN)							
C	Luanda	*	50.00	65.00	115.00	46.00	161.00
C-75%	Luanda	*	37.50	48.75	86.25	34.50	120.75
P	Luanda	*	50.00	65.00	115.00	28.75	143.75
P-75%	Luanda	*	37.50	48.75	86.25	21.56	107.81
C	Other	*	40.00	52.00	92.00	36.80	128.80
C-75%	Other	*	30.00	39.00	69.00	27.60	96.60



Travel Directive

C = Commercial Accommodation P = Non-commercial Accommodation * = Reasonable and justifiable expenses. Receipts required.							
	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P	Other	*	40.00	52.00	92.00	23.00	115.00
P-75%	Other	*	30.00	39.00	69.00	17.25	86.25
Anguilla - Currency; dollar (US). NOTE: One Rate For Country							
C	The Valley	12.00	25.00	45.00	82.00	26.24	108.24
C-75%	The Valley	9.00	18.75	33.75	61.50	19.68	81.18
P	The Valley	12.00	25.00	45.00	82.00	16.40	98.40
P-75%	The Valley	9.00	18.75	33.75	61.50	12.30	73.80
Antigua and Barbuda - Currency; dollar (US). NOTE: One Rate For Country							
C	St. John's	13.00	25.00	42.00	80.00	25.60	105.60
C-75%	St. John's	9.75	18.75	31.50	60.00	19.20	79.20
P	St. John's	13.00	25.00	42.00	80.00	16.00	96.00
P-75%	St. John's	9.75	18.75	31.50	60.00	12.00	72.00
Argentina - Currency; peso							
C	Buenos Aires	*	27.00	43.00	70.00	28.00	98.00
C-75%	Buenos Aires	*	20.25	32.25	52.50	21.00	73.50



Travel Directive

C = Commercial Accommodation P = Non-commercial Accommodation * = Reasonable and justifiable expenses. Receipts required.							
	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P	Buenos Aires	*	27.00	43.00	70.00	17.50	87.50
P-75%	Buenos Aires	*	20.25	32.25	52.50	13.13	65.63
C	Other	*	21.60	34.40	56.00	22.40	78.40
C-75%	Other	*	16.20	25.80	42.00	16.80	58.80
P	Other	*	21.60	34.40	56.00	14.00	70.00
P-75%	Other	*	16.20	25.80	42.00	10.50	52.50
Armenia - Currency; dollar (US). NOTE: One Rate For Country							
C	Yerevan	6.00	7.00	16.00	29.00	9.28	38.28
C-75%	Yerevan	4.50	5.25	12.00	21.75	6.96	28.71
P	Yerevan	6.00	7.00	16.00	29.00	5.80	34.80
P-75%	Yerevan	4.50	5.25	12.00	21.75	4.35	26.10
Aruba (Kingdom of the Netherlands) - Currency; dollar (US). NOTE: One Rate for Country							
C	Oranjestad	6.00	15.00	25.00	46.00	14.72	60.72
C-75%	Oranjestad	4.50	11.25	18.75	34.50	11.04	45.54
P	Oranjestad	6.00	15.00	25.00	46.00	9.20	55.20



Travel Directive

C = Commercial Accommodation P = Non-commercial Accommodation * = Reasonable and justifiable expenses. Receipts required.							
	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P-75%	Oranjestad	4.50	11.25	18.75	34.50	6.90	41.40
Australia - Currency; dollar (A)							
C	Adelaide	26.00	28.00	42.00	96.00	30.72	126.72
C-75%	Adelaide	19.50	21.00	31.50	72.00	23.04	95.04
P	Adelaide	26.00	28.00	42.00	96.00	19.20	115.20
P-75%	Adelaide	19.50	21.00	31.50	72.00	14.40	86.40
C	Brisbane	21.00	37.00	49.00	107.00	34.24	141.24
C-75%	Brisbane	15.75	27.75	36.75	80.25	25.68	105.93
P	Brisbane	21.00	37.00	49.00	107.00	21.40	128.40
P-75%	Brisbane	15.75	27.75	36.75	80.25	16.05	96.30
C	Canberra	25.00	29.00	41.00	95.00	30.40	125.40
C-75%	Canberra	18.75	21.75	30.75	71.25	22.80	94.05
P	Canberra	25.00	29.00	41.00	95.00	19.00	114.00
P-75%	Canberra	18.75	21.75	30.75	71.25	14.25	85.50
C	Hobart	17.00	33.00	41.00	91.00	29.12	120.12
C-75%	Hobart	12.75	24.75	30.75	68.25	21.84	90.09
P	Hobart	17.00	33.00	41.00	91.00	18.20	109.20



Travel Directive

C = Commercial Accommodation P = Non-commercial Accommodation * = Reasonable and justifiable expenses. Receipts required.							
	Country City	Breakfast	Lunch	Dinner	Meal Total	<i>Incidental Amount</i>	GRAND TOTAL (Taxes Included)
P-75%	Hobart	12.75	24.75	30.75	68.25	<i>13.65</i>	81.90
C	Melbourne	23.00	31.00	48.00	102.00	<i>32.64</i>	134.64
C-75%	Melbourne	17.25	23.25	36.00	76.50	<i>24.48</i>	100.98
P	Melbourne	23.00	31.00	48.00	102.00	<i>20.40</i>	122.40
P-75%	Melbourne	17.25	23.25	36.00	76.50	<i>15.30</i>	91.80
C	Perth	24.00	35.00	51.00	110.00	<i>35.20</i>	145.20
C-75%	Perth	18.00	26.25	38.25	82.50	<i>26.40</i>	108.90
P	Perth	24.00	35.00	51.00	110.00	<i>22.00</i>	132.00
P-75%	Perth	18.00	26.25	38.25	82.50	<i>16.50</i>	99.00
C	Sydney	15.00	34.00	62.00	111.00	<i>35.52</i>	146.52
C-75%	Sydney	11.25	25.50	46.50	83.25	<i>26.64</i>	109.89
P	Sydney	15.00	34.00	62.00	111.00	<i>22.20</i>	133.20
P-75%	Sydney	11.25	25.50	46.50	83.25	<i>16.65</i>	99.90
C	Other	20.00	23.20	32.80	76.00	<i>24.32</i>	100.32
C-75%	Other	15.00	17.40	24.60	57.00	<i>18.24</i>	75.24
P	Other	20.00	23.20	32.80	76.00	<i>15.20</i>	91.20
P-75%	Other	15.00	17.40	24.60	57.00	<i>11.40</i>	68.40



Travel Directive

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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
Austria - Currency; euro							
C	Graz	*	21.00	28.00	49.00	19.60	68.60
C-75%	Graz	*	15.75	21.00	36.75	14.70	51.45
P	Graz	*	21.00	28.00	49.00	12.25	61.25
P-75%	Graz	*	15.75	21.00	36.75	9.19	45.94
C	Saltzburg	*	22.00	33.00	55.00	22.00	77.00
C-75%	Saltzburg	*	16.50	24.75	41.25	16.50	57.75
P	Saltzburg	*	22.00	33.00	55.00	13.75	68.75
P-75%	Saltzburg	*	16.50	24.75	41.25	10.31	51.56
C	Vienna	9.00	18.00	24.00	51.00	16.32	67.32
C-75%	Vienna	6.75	13.50	18.00	38.25	12.24	50.49
P	Vienna	9.00	18.00	24.00	51.00	10.20	61.20
P-75%	Vienna	6.75	13.50	18.00	38.25	7.65	45.90
C	Other	7.20	14.40	19.20	40.80	13.06	53.86
C-75%	Other	5.40	10.80	14.40	30.60	9.79	40.39
P	Other	7.20	14.40	19.20	40.80	8.16	44.78
P-75%	Other	5.40	10.80	14.40	30.60	6.12	36.72



Travel Directive

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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
Azerbaijan - Currency; dollar (US). NOTE: One Rate For Country							
C	Baku	14.00	15.00	21.00	50.00	16.00	66.00
C-75%	Baku	10.50	11.25	15.75	37.50	12.00	49.50
P	Baku	14.00	15.00	21.00	50.00	10.00	60.00
P-75%	Baku	10.50	11.25	15.75	37.50	7.50	45.00
Bahamas - Currency; dollar (US). NOTE: One Rate For Country							
C	Nassau	10.00	24.00	40.00	74.00	23.68	97.68
C-75%	Nassau	7.50	18.00	30.00	55.50	17.76	73.26
P	Nassau	10.00	24.00	40.00	74.00	14.80	88.80
P-75%	Nassau	7.50	18.00	30.00	55.50	11.10	66.60
Bahrain - Currency; dinar (B). NOTE: One Rate For Country							
C	Manama	8.00	11.00	13.00	32.00	10.24	42.24
C-75%	Manama	6.00	8.25	9.75	24.00	7.68	31.68
P	Manama	8.00	11.00	13.00	32.00	6.40	38.40
P-75%	Manama	6.00	8.25	9.75	24.00	4.80	28.80



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
Bangladesh - Currency; taka							
C	Dhaka	600.00	650.00	800.00	2050.00	656.00	2706.00
C-75%	Dhaka	450.00	487.50	600.00	1537.50	492.00	2029.50
P	Dhaka	600.00	650.00	800.00	2050.00	410.00	2460.00
P-75%	Dhaka	450.00	487.50	600.00	1537.50	307.50	1845.00
C	Other	480.00	520.00	640.00	1640.00	524.80	2164.80
C-75%	Other	360.00	390.00	480.00	1230.00	393.60	1623.60
P	Other	480.00	520.00	640.00	1640.00	328.00	1968.00
P-75%	Other	360.00	390.00	480.00	1230.00	246.00	1476.00
Barbados - Currency; dollar (BDS). NOTE: One Rate For Country							
C	Bridgetown	21.00	47.00	60.00	128.00	40.96	168.96
C-75%	Bridgetown	15.75	35.25	45.00	96.00	30.72	126.72
P	Bridgetown	21.00	47.00	60.00	128.00	25.60	153.60
P-75%	Bridgetown	15.75	35.25	45.00	96.00	19.20	115.20
Belarus - Currency; dollar (US). NOTE: One Rate For Country							
C	Minsk	2.00	6.50	13.00	21.50	6.88	28.38



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Minsk	1.50	4.88	9.75	16.13	5.16	21.29
P	Minsk	2.00	6.50	13.00	21.50	4.30	25.80
P-75%	Minsk	1.50	4.88	9.75	16.13	3.23	19.35
Belgium - Currency; euro							
C	Brussels	*	20.00	29.00	49.00	19.60	68.60
C-75%	Brussels	*	15.00	21.75	36.75	14.70	51.45
P	Brussels	*	20.00	29.00	49.00	12.25	61.25
P-75%	Brussels	*	15.00	21.75	36.75	9.19	45.94
C	Other	*	16.00	23.20	39.20	15.68	54.88
C-75%	Other	*	12.00	17.40	29.40	11.76	41.16
P	Other	*	16.00	23.20	39.20	9.80	49.00
P-75%	Other	*	12.00	17.40	29.40	7.35	36.75
Belize - Currency; dollar (BZ)							
C	Belize City	30.00	90.00	130.00	250.00	80.00	330.00
C-75%	Belize City	22.50	67.50	97.50	187.50	60.00	247.50
P	Belize City	30.00	90.00	130.00	250.00	50.00	300.00



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P-75%	Belize City	22.50	67.50	97.50	187.50	37.50	225.00
C	Other	24.00	72.00	104.00	200.00	64.00	264.00
C-75%	Other	18.00	54.00	78.00	150.00	48.00	198.00
P	Other	24.00	72.00	104.00	200.00	40.00	240.00
P-75%	Other	18.00	54.00	78.00	150.00	30.00	180.00
	Benin - Currency; franc (CFA)						
C	Cotonou	7000.00	8000.00	12000.00	27000.00	8640.00	35640.00
C-75%	Cotonou	5250.00	6000.00	9000.00	20250.00	6480.00	26730.00
P	Cotonou	7000.00	8000.00	12000.00	27000.00	5400.00	32400.00
P-75%	Cotonou	5250.00	6000.00	9000.00	20250.00	4050.00	24300.00
C	Other	5600.00	6400.00	9600.00	21600.00	6912.00	28512.00
C-75%	Other	4200.00	4800.00	7200.00	16200.00	5184.00	21384.00
P	Other	5600.00	6400.00	9600.00	21600.00	4320.00	25920.00
P-75%	Other	4200.00	4800.00	7200.00	16200.00	3240.00	19440.00
	Bermuda - Currency; dollar (US). NOTE: One Rate For Country						
C	Hamilton	18.00	24.00	37.00	79.00	25.28	104.28



Travel Directive

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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Hamilton	13.50	18.00	27.75	59.25	18.96	78.21
P	Hamilton	18.00	24.00	37.00	79.00	15.80	94.80
P-75%	Hamilton	13.50	18.00	27.75	59.25	11.85	71.10
Bhutan - Currency; ngultrum. NOTE: One Rate For Country							
C	Thimphu	160.00	260.00	330.00	750.00	240.00	990.00
C-75%	Thimphu	120.00	195.00	247.50	562.50	180.00	742.50
P	Thimphu	160.00	260.00	330.00	750.00	150.00	900.00
P-75%	Thimphu	120.00	195.00	247.50	562.50	112.50	675.00
Bolivia - Currency; dollar (US)							
C	La Paz	7.50	10.00	11.50	29.00	9.28	38.28
C-75%	La Paz	5.63	7.50	8.63	21.75	6.96	28.71
P	La Paz	7.50	10.00	11.50	29.00	5.80	34.80
P-75%	La Paz	5.63	7.50	8.63	21.75	4.35	26.10
C	Other	6.00	8.00	9.20	23.20	7.42	30.62
C-75%	Other	4.50	6.00	6.90	17.40	5.57	22.97
P	Other	6.00	8.00	9.20	23.20	4.64	27.84



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P-75%	Other	4.50	6.00	6.90	17.40	3.48	20.88
Bonaire (Kingdom of the Netherlands) -Currency; Netherlands Antilles guilder							
C	Kralendijk	*	*	*	*	40.00%	*
C-75%	Kralendijk	*	*	*	*	30.00%	*
P	Kralendijk	*	*	*	*	25.00%	*
P-75%	Kralendijk	*	*	*	*	18.75%	*
Bosnia-Herzegovina - Currency; euro							
C	Sarajevo	*	16.00	26.00	42.00	16.80	58.80
C-75%	Sarajevo	*	12.00	19.50	31.50	12.60	44.10
P	Sarajevo	*	16.00	26.00	42.00	10.50	52.50
P-75%	Sarajevo	*	12.00	19.50	31.50	7.88	39.38
C	Other	*	12.80	20.80	33.60	13.44	47.04
C-75%	Other	*	9.60	15.60	25.20	10.08	35.28
P	Other	*	12.80	20.80	33.60	8.40	42.00
P-75%	Other	*	9.60	15.60	25.20	6.30	31.50



Travel Directive

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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
Botswana - Currency; pula							
C	Gaborone	57.00	80.00	100.00	237.00	75.84	312.84
C-75%	Gaborone	42.75	60.00	75.00	177.75	56.88	234.63
P	Gaborone	57.00	80.00	100.00	237.00	47.40	284.40
P-75%	Gaborone	42.75	60.00	75.00	177.75	35.55	213.30
C	Other	45.60	64.00	80.00	189.60	60.67	250.27
C-75%	Other	34.20	48.00	60.00	142.20	45.50	187.70
P	Other	45.60	64.00	80.00	189.60	37.92	227.52
P-75%	Other	34.20	48.00	60.00	142.20	28.44	170.64
Brazil - Currency; dollar (US)							
C	Brasilia	10.00	19.00	21.00	50.00	16.00	66.00
C-75%	Brasilia	7.50	14.25	15.75	37.50	12.00	49.50
P	Brasilia	10.00	19.00	21.00	50.00	10.00	60.00
P-75%	Brasilia	7.50	14.25	15.75	37.50	7.50	45.00
C	Rio de Janeiro	10.00	21.00	29.00	60.00	19.20	79.20
C-75%	Rio de Janeiro	7.50	15.75	21.75	45.00	14.40	59.40
P	Rio de Janeiro	10.00	21.00	29.00	60.00	12.00	72.00



Travel Directive

C = Commercial Accommodation
P = Non-commercial Accommodation
*** = Reasonable and justifiable expenses. Receipts required.**

	Country City	Breakfast	Lunch	Dinner	Meal Total	<i>Incidental Amount</i>	GRAND TOTAL (Taxes Included)
P-75%	Rio de Janeiro	7.50	15.75	21.75	45.00	9.00	54.00
C	Sao Paulo	13.00	18.00	28.00	59.00	18.88	77.88
C-75%	Sao Paulo	9.75	13.50	21.00	44.25	14.16	58.41
P	Sao Paulo	13.00	18.00	28.00	59.00	11.80	70.80
P-75%	Sao Paulo	9.75	13.50	21.00	44.25	8.85	53.10
C	Other	8.00	15.20	16.80	40.00	12.80	52.80
C-75%	Other	6.00	11.40	12.60	30.00	9.60	39.60
P	Other	8.00	15.20	16.80	40.00	8.00	48.00
P-75%	Other	6.00	11.40	12.60	30.00	6.00	36.00
Brunei - Currency; dollar (B). NOTE: One Rate For Country							
C	Bandar Seri Begawan	15.00	27.00	42.00	84.00	26.88	110.88
C-75%	Bandar Seri Begawan	11.25	20.25	31.50	63.00	20.16	83.16
P	Bandar Seri Begawan	15.00	27.00	42.00	84.00	16.80	100.80
P-75%	Bandar Seri Begawan	11.25	20.25	31.50	63.00	12.60	75.60



Travel Directive

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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
Bulgaria - Currency; dollar (US)							
C	Sofia	*	19.00	27.00	46.00	18.40	64.40
C-75%	Sofia	*	14.25	20.25	34.50	13.80	48.30
P	Sofia	*	19.00	27.00	46.00	11.50	57.50
P-75%	Sofia	*	14.25	20.25	34.50	8.63	43.13
C	Other	*	15.20	21.60	36.80	14.72	51.52
C-75%	Other	*	11.40	16.20	27.60	11.04	38.64
P	Other	*	15.20	21.60	36.80	9.20	46.00
P-75%	Other	*	11.40	16.20	27.60	6.90	34.50
Burkina Faso - Currency; franc (CFA)							
C	Ouagadougou	6800.00	9300.00	10500.00	26600.00	8512.00	35112.00
C-75%	Ouagadougou	5100.00	6975.00	7875.00	19950.00	6384.00	26334.00
P	Ouagadougou	6800.00	9300.00	10500.00	26600.00	5320.00	31920.00
P-75%	Ouagadougou	5100.00	6975.00	7875.00	19950.00	3990.00	23940.00
C	Other	5440.00	7440.00	8400.00	21280.00	6809.60	28089.60
C-75%	Other	4080.00	5580.00	6300.00	15960.00	5107.20	21067.20
P	Other	5440.00	7440.00	8400.00	21280.00	4256.00	25536.00



Travel Directive

C = Commercial Accommodation P = Non-commercial Accommodation * = Reasonable and justifiable expenses. Receipts required.							
	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P-75%	Other	4080.00	5580.00	6300.00	15960.00	3192.00	19152.00
Burundi - Currency; franc (BU)							
C	Bujumbura	7600.00	15300.00	18300.00	41200.00	13184.00	54384.00
C-75%	Bujumbura	5700.00	11475.00	13725.00	30900.00	9888.00	40788.00
P	Bujumbura	7600.00	15300.00	18300.00	41200.00	8240.00	49440.00
P-75%	Bujumbura	5700.00	11475.00	13725.00	30900.00	6180.00	37080.00
C	Other	6080.00	12240.00	14640.00	32960.00	10547.20	43507.20
C-75%	Other	4560.00	9180.00	10980.00	24720.00	7910.40	32630.40
P	Other	6080.00	12240.00	14640.00	32960.00	6592.00	39552.00
P-75%	Other	4560.00	9180.00	10980.00	24720.00	4944.00	29664.00
Cambodia - Currency; dollar (US)							
C	Phnom Phen	9.50	14.00	21.00	44.50	14.24	58.74
C-75%	Phnom Phen	7.13	10.50	15.75	33.38	10.68	44.06
P	Phnom Phen	9.50	14.00	21.00	44.50	8.90	53.40
P-75%	Phnom Phen	7.13	10.50	15.75	33.38	6.68	40.05
C	Other	7.60	11.20	16.80	35.60	11.39	46.99



Travel Directive

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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Other	5.70	8.40	12.60	26.70	8.54	35.24
P	Other	7.60	11.20	16.80	35.60	7.12	42.72
P-75%	Other	5.70	8.40	12.60	26.70	5.34	32.04
Cameroon - Currency; franc (CFA)							
C	Douala	5900.00	10500.00	15800.00	32200.00	10304.00	42504.00
C-75%	Douala	4425.00	7875.00	11850.00	24150.00	7728.00	31878.00
P	Douala	5900.00	10500.00	15800.00	32200.00	6440.00	38640.00
P-75%	Douala	4425.00	7875.00	11850.00	24150.00	4830.00	28980.00
C	Yaoundé	6850.00	10050.00	11800.00	28700.00	9184.00	37884.00
C-75%	Yaoundé	5137.50	7537.50	8850.00	21525.00	6888.00	28413.00
P	Yaoundé	6850.00	10050.00	11800.00	28700.00	5740.00	34440.00
P-75%	Yaoundé	5137.50	7537.50	8850.00	21525.00	4305.00	25830.00
C	Other	5480.00	8040.00	9440.00	22960.00	7347.20	30307.20
C-75%	Other	4110.00	6030.00	7080.00	17220.00	5510.40	22730.40
P	Other	5480.00	8040.00	9440.00	22960.00	4592.00	27552.00
P-75%	Other	4110.00	6030.00	7080.00	17220.00	3444.00	20664.00



Travel Directive

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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
Cape Verde - Currency; escudo							
C	Praia	*	1100.00	1500.00	2600.00	1040.00	3640.00
C-75%	Praia	*	825.00	1125.00	1950.00	780.00	2730.00
P	Praia	*	1100.00	1500.00	2600.00	650.00	3250.00
P-75%	Praia	*	825.00	1125.00	1950.00	487.50	2437.50
C	Other	*	880.00	1200.00	2080.00	832.00	2912.00
C-75%	Other	*	660.00	900.00	1560.00	624.00	2184.00
P	Other	*	880.00	1200.00	2080.00	520.00	2600.00
P-75%	Other	*	660.00	900.00	1560.00	390.00	1950.00
Cayman Islands - Currency; dollar (CI). NOTE: One Rate For Country							
C	George Town	12.00	21.00	35.00	68.00	21.76	89.76
C-75%	George Town	9.00	15.75	26.25	51.00	16.32	67.32
P	George Town	12.00	21.00	35.00	68.00	13.60	81.60
P-75%	George Town	9.00	15.75	26.25	51.00	10.20	61.20
Central African Republic - Currency; franc (CFA)							
C	Bangui	5000.00	5500.00	9150.00	19650.00	6288.00	25938.00



Travel Directive

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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Bangui	3750.00	4125.00	6862.50	14737.50	4716.00	19453.50
P	Bangui	5000.00	5500.00	9150.00	19650.00	3930.00	23580.00
P-75%	Bangui	3750.00	4125.00	6862.50	14737.50	2947.50	17685.00
C	Other	4000.00	4400.00	7320.00	15720.00	5030.40	20750.40
C-75%	Other	3000.00	3300.00	5490.00	11790.00	3772.80	15562.80
P	Other	4000.00	4400.00	7320.00	15720.00	3144.00	18864.00
P-75%	Other	3000.00	3300.00	5490.00	11790.00	2358.00	14148.00
Chad - Currency; franc (CFA). NOTE: One Rate For Country							
C	N'Djamena	4000.00	9000.00	11000.00	24000.00	7680.00	31680.00
C-75%	N'Djamena	3000.00	6750.00	8250.00	18000.00	5760.00	23760.00
P	N'Djamena	4000.00	9000.00	11000.00	24000.00	4800.00	28800.00
P-75%	N'Djamena	3000.00	6750.00	8250.00	18000.00	3600.00	21600.00
Chile - Currency; peso (C)							
C	Santiago	7000.00	12600.00	16200.00	35800.00	11456.00	47256.00
C-75%	Santiago	5250.00	9450.00	12150.00	26850.00	8592.00	35442.00
P	Santiago	7000.00	12600.00	16200.00	35800.00	7160.00	42960.00



Travel Directive

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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P-75%	Santiago	5250.00	9450.00	12150.00	26850.00	5370.00	32220.00
C	Other	5600.00	10080.00	12960.00	28640.00	9164.80	37804.80
C-75%	Other	4200.00	7560.00	9720.00	21480.00	6873.60	28353.60
P	Other	5600.00	10080.00	12960.00	28640.00	5728.00	34368.00
P-75%	Other	4200.00	7560.00	9720.00	21480.00	4296.00	25776.00
China - Currency; renminbi							
C	Beijing	*	120.00	190.00	310.00	124.00	434.00
C-75%	Beijing	*	90.00	142.50	232.50	93.00	325.50
P	Beijing	*	120.00	190.00	310.00	77.50	387.50
P-75%	Beijing	*	90.00	142.50	232.50	58.13	290.63
C	Guangzhou (Canton)	90.00	150.00	250.00	490.00	156.80	646.80
C-75%	Guangzhou (Canton)	67.50	112.50	187.50	367.50	117.60	485.10
P	Guangzhou (Canton)	90.00	150.00	250.00	490.00	98.00	588.00
P-75%	Guangzhou (Canton)	67.50	112.50	187.50	367.50	73.50	441.00
C	Lhasa	*	96.00	152.00	248.00	99.20	347.20
C-75%	Lhasa	*	72.00	114.00	186.00	74.40	260.40
P	Lhasa	*	96.00	152.00	248.00	62.00	310.00



Travel Directive

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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P-75%	Lhasa	*	72.00	114.00	186.00	46.50	232.50
C	Shanghai	165.00	190.00	225.00	580.00	185.60	765.60
C-75%	Shanghai	123.75	142.50	168.75	435.00	139.20	574.20
P	Shanghai	165.00	190.00	225.00	580.00	116.00	696.00
P-75%	Shanghai	123.75	142.50	168.75	435.00	87.00	522.00
C	Other	*	96.00	152.00	248.00	99.20	347.20
C-75%	Other	*	72.00	114.00	186.00	74.40	260.40
P	Other	*	96.00	152.00	248.00	62.00	310.00
P-75%	Other	*	72.00	114.00	186.00	46.50	232.50
Christmas Island - Currency; dollar (A). NOTE: One Rate For Country							
C	Flying Fish Cove	*	*	*	*	40.00%	*
C-75%	Flying Fish Cove	*	*	*	*	30.00%	*
P	Flying Fish Cove	*	*	*	*	25.00%	*
P-75%	Flying Fish Cove	*	*	*	*	18.75%	*
Colombia - Currency; dollar (US)							
C	Bogota	10.00	14.00	19.00	43.00	13.76	56.76



Travel Directive

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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Bogota	7.50	10.50	14.25	32.25	10.32	42.57
P	Bogota	10.00	14.00	19.00	43.00	8.60	51.60
P-75%	Bogota	7.50	10.50	14.25	32.25	6.45	38.70
C	Cali	8.00	18.00	24.00	50.00	16.00	66.00
C-75%	Cali	6.00	13.50	18.00	37.50	12.00	49.50
P	Cali	8.00	18.00	24.00	50.00	10.00	60.00
P-75%	Cali	6.00	13.50	18.00	37.50	7.50	45.00
C	Cartagena	8.00	16.00	19.00	43.00	13.76	56.76
C-75%	Cartagena	6.00	12.00	14.25	32.25	10.32	42.57
P	Cartagena	8.00	16.00	19.00	43.00	8.60	51.60
P-75%	Cartagena	6.00	12.00	14.25	32.25	6.45	38.70
C	Medellin	8.00	18.00	20.00	46.00	14.72	60.72
C-75%	Medellin	6.00	13.50	15.00	34.50	11.04	45.54
P	Medellin	8.00	18.00	20.00	46.00	9.20	55.20
P-75%	Medellin	6.00	13.50	15.00	34.50	6.90	41.40
C	Other	8.00	11.20	15.20	34.40	11.01	45.41
C-75%	Other	6.00	8.40	11.40	25.80	8.26	34.06
P	Other	8.00	11.20	15.20	34.40	6.88	41.28



Travel Directive

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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P-75%	Other	6.00	8.40	11.40	25.80	5.16	30.96
Comoros - Currency; comoros franc. NOTE: One Rate For Country							
C	Moroni	*	*	*	*	40.00%	*
C-75%	Moroni	*	*	*	*	30.00%	*
P	Moroni	*	*	*	*	25.00%	*
P-75%	Moroni	*	*	*	*	18.75%	*
Congo - Currency; franc (CFA)							
C	Brazzaville	9900.00	10100.00	14400.00	34400.00	11008.00	45408.00
C-75%	Brazzaville	7425.00	7575.00	10800.00	25800.00	8256.00	34056.00
P	Brazzaville	9900.00	10100.00	14400.00	34400.00	6880.00	41280.00
P-75%	Brazzaville	7425.00	7575.00	10800.00	25800.00	5160.00	30960.00
C	Other	7920.00	8080.00	11520.00	27520.00	8806.40	36326.40
C-75%	Other	5940.00	6060.00	8640.00	20640.00	6604.80	27244.80
P	Other	7920.00	8080.00	11520.00	27520.00	5504.00	33024.00
P-75%	Other	5940.00	6060.00	8640.00	20640.00	4128.00	24768.00



Travel Directive

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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
Congo, Dem. Republic of - Currency; dollar (US)							
C	Kinshasa	16.00	36.00	45.00	97.00	31.04	128.04
C-75%	Kinshasa	12.00	27.00	33.75	72.75	23.28	96.03
P	Kinshasa	16.00	36.00	45.00	97.00	19.40	116.40
P-75%	Kinshasa	12.00	27.00	33.75	72.75	14.55	87.30
C	Other	12.80	28.80	36.00	77.60	24.83	102.43
C-75%	Other	9.60	21.60	27.00	58.20	18.62	76.82
P	Other	12.80	28.80	36.00	77.60	15.52	93.12
P-75%	Other	9.60	21.60	27.00	58.20	11.64	69.84
Cook Islands - Currency; dollar (NZ). NOTE: One Rate For Country							
C	Avarua	*	*	*	*	40.00%	*
C-75%	Avarua	*	*	*	*	30.00%	*
P	Avarua	*	*	*	*	25.00%	*
P-75%	Avarua	*	*	*	*	18.75%	*
Costa Rica - Currency; colon							
C	San José	2400.00	6500.00	10300.00	19200.00	6144.00	25344.00



Travel Directive

C = Commercial Accommodation
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*** = Reasonable and justifiable expenses. Receipts required.**

	Country City	Breakfast	Lunch	Dinner	Meal Total	<i>Incidental Amount</i>	GRAND TOTAL (Taxes Included)
C-75%	San José	1800.00	4875.00	7725.00	14400.00	<i>4608.00</i>	19008.00
P	San José	2400.00	6500.00	10300.00	19200.00	<i>3840.00</i>	23040.00
P-75%	San José	1800.00	4875.00	7725.00	14400.00	<i>2880.00</i>	17280.00
C	Other	1920.00	5200.00	8240.00	15360.00	<i>4915.20</i>	20275.20
C-75%	Other	1440.00	3900.00	6180.00	11520.00	<i>3686.40</i>	15206.40
P	Other	1920.00	5200.00	8240.00	15360.00	<i>3072.00</i>	18432.00
P-75%	Other	1440.00	3900.00	6180.00	11520.00	<i>2304.00</i>	13824.00
Côte d'Ivoire - Currency; franc (CFA)							
C	Abidjan	6000.00	12000.00	18000.00	36000.00	<i>11520.00</i>	47520.00
C-75%	Abidjan	4500.00	9000.00	13500.00	27000.00	<i>8640.00</i>	35640.00
P	Abidjan	6000.00	12000.00	18000.00	36000.00	<i>7200.00</i>	43200.00
P-75%	Abidjan	4500.00	9000.00	13500.00	27000.00	<i>5400.00</i>	32400.00
C	Other	4800.00	9600.00	14400.00	28800.00	<i>9216.00</i>	38016.00
C-75%	Other	3600.00	7200.00	10800.00	21600.00	<i>6912.00</i>	28512.00
P	Other	4800.00	9600.00	14400.00	28800.00	<i>5760.00</i>	34560.00
P-75%	Other	3600.00	7200.00	10800.00	21600.00	<i>4320.00</i>	25920.00



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
Croatia - Currency; euro							
C	Zagreb	*	22.00	27.00	49.00	19.60	68.60
C-75%	Zagreb	*	16.50	20.25	36.75	14.70	51.45
P	Zagreb	*	22.00	27.00	49.00	12.25	61.25
P-75%	Zagreb	*	16.50	20.25	36.75	9.19	45.94
C	Other	*	17.60	21.60	39.20	15.68	54.88
C-75%	Other	*	13.20	16.20	29.40	11.76	41.16
P	Other	*	17.60	21.60	39.20	9.80	49.00
P-75%	Other	*	13.20	16.20	29.40	7.35	36.75
Cuba - Currency; Cuban convertible peso. NOTE: One Rate For Country							
C	Havana	13.00	18.00	22.00	53.00	16.96	69.96
C-75%	Havana	9.75	13.50	16.50	39.75	12.72	52.47
P	Havana	13.00	18.00	22.00	53.00	10.60	63.60
P-75%	Havana	9.75	13.50	16.50	39.75	7.95	47.70
Curaçao (Kingdom of the Netherlands) - Currency; netherlands antilles guilder							
C	Willemstad	*	24.00	34.00	58.00	23.20	81.20



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Willemstad	*	18.00	25.50	43.50	17.40	60.90
P	Willemstad	*	24.00	34.00	58.00	14.50	72.50
P-75%	Willemstad	*	18.00	25.50	43.50	10.88	54.38
Cyprus - Currency; pound (C). NOTE: One Rate For Country							
C	Nicosia	*	11.00	14.00	25.00	10.00	35.00
C-75%	Nicosia	*	8.25	10.50	18.75	7.50	26.25
P	Nicosia	*	11.00	14.00	25.00	6.25	31.25
P-75%	Nicosia	*	8.25	10.50	18.75	4.69	23.44
Czech Republic - Currency; koruna							
C	Prague	*	445.00	555.00	1000.00	400.00	1400.00
C-75%	Prague	*	333.75	416.25	750.00	300.00	1050.00
P	Prague	*	445.00	555.00	1000.00	250.00	1250.00
P-75%	Prague	*	333.75	416.25	750.00	187.50	937.50
C	Other	*	356.00	444.00	800.00	320.00	1120.00
C-75%	Other	*	267.00	333.00	600.00	240.00	840.00
P	Other	*	356.00	444.00	800.00	200.00	1000.00



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P-75%	Other	*	267.00	333.00	600.00	150.00	750.00
Denmark - Currency; krone							
C	Copenhagen	*	200.00	310.00	510.00	204.00	714.00
C-75%	Copenhagen	*	150.00	232.50	382.50	153.00	535.50
P	Copenhagen	*	200.00	310.00	510.00	127.50	637.50
P-75%	Copenhagen	*	150.00	232.50	382.50	95.63	478.13
C	Other	*	160.00	248.00	408.00	163.20	571.20
C-75%	Other	*	120.00	186.00	306.00	122.40	428.40
P	Other	*	160.00	248.00	408.00	102.00	510.00
P-75%	Other	*	120.00	186.00	306.00	76.50	382.50
Djibouti - Currency; franc (DF). NOTE: One Rate For Country							
C	Djibouti	*	4000.00	4800.00	8800.00	3520.00	12320.00
C-75%	Djibouti	*	3000.00	3600.00	6600.00	2640.00	9240.00
P	Djibouti	*	4000.00	4800.00	8800.00	2200.00	11000.00
P-75%	Djibouti	*	3000.00	3600.00	6600.00	1650.00	8250.00



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
Dominica - Currency; dollar (EC). NOTE: One Rate For Country							
C	Roseau	19.00	56.00	58.00	133.00	42.56	175.56
C-75%	Roseau	14.25	42.00	43.50	99.75	31.92	131.67
P	Roseau	19.00	56.00	58.00	133.00	26.60	159.60
P-75%	Roseau	14.25	42.00	43.50	99.75	19.95	119.70
Dominican Republic - Currency; pesos (RD). NOTE: One Rate For Country							
C	Santo Domingo	390.00	730.00	990.00	2110.00	675.20	2785.20
C-75%	Santo Domingo	292.50	547.50	742.50	1582.50	506.40	2088.90
P	Santo Domingo	390.00	730.00	990.00	2110.00	422.00	2532.00
P-75%	Santo Domingo	292.50	547.50	742.50	1582.50	316.50	1899.00
East Timor - Currency; dollar (US). NOTE: One Rate For Country							
C	Dili	9.00	19.00	26.00	54.00	17.28	71.28
C-75%	Dili	6.75	14.25	19.50	40.50	12.96	53.46
P	Dili	9.00	19.00	26.00	54.00	10.80	64.80
P-75%	Dili	6.75	14.25	19.50	40.50	8.10	48.60



Travel Directive

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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
Ecuador - Currency; dollar (US)							
C	Guayaquil	12.00	15.00	27.00	54.00	17.28	71.28
C-75%	Guayaquil	9.00	11.25	20.25	40.50	12.96	53.46
P	Guayaquil	12.00	15.00	27.00	54.00	10.80	64.80
P-75%	Guayaquil	9.00	11.25	20.25	40.50	8.10	48.60
C	Quito	16.00	20.00	25.00	61.00	19.52	80.52
C-75%	Quito	12.00	15.00	18.75	45.75	14.64	60.39
P	Quito	16.00	20.00	25.00	61.00	12.20	73.20
P-75%	Quito	12.00	15.00	18.75	45.75	9.15	54.90
C	Other	12.80	16.00	20.00	48.80	15.62	64.42
C-75%	Other	9.60	12.00	15.00	36.60	11.71	48.31
P	Other	12.80	16.00	20.00	48.80	9.76	58.56
P-75%	Other	9.60	12.00	15.00	36.60	7.32	43.92
Egypt - Currency; pound (£)							
C	Cairo	55.00	71.00	107.00	233.00	74.56	307.56
C-75%	Cairo	41.25	53.25	80.25	174.75	55.92	230.67
P	Cairo	55.00	71.00	107.00	233.00	46.60	279.60



Travel Directive

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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P-75%	Cairo	41.25	53.25	80.25	174.75	34.95	209.70
C	Other	44.00	56.80	85.60	186.40	59.65	246.05
C-75%	Other	33.00	42.60	64.20	139.80	44.74	184.54
P	Other	44.00	56.80	85.60	186.40	37.28	223.68
P-75%	Other	33.00	42.60	64.20	139.80	27.96	167.76
El Salvador - Currency; dollar (US). NOTE: One Rate For Country							
C	San Salvador	11.00	15.00	22.00	48.00	15.36	63.36
C-75%	San Salvador	8.25	11.25	16.50	36.00	11.52	47.52
P	San Salvador	11.00	15.00	22.00	48.00	9.60	57.60
P-75%	San Salvador	8.25	11.25	16.50	36.00	7.20	43.20
Equatorial Guinea - Currency; franc (CFA). NOTE: One Rate For Country							
C	Malabo	*	*	*	*	40.00%	*
C-75%	Malabo	*	*	*	*	30.00%	*
P	Malabo	*	*	*	*	25.00%	*
P-75%	Malabo	*	*	*	*	18.75%	*



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
Eritrea - Currency; nakfa							
C	Asmara	122.00	169.00	219.00	510.00	<i>163.20</i>	673.20
C-75%	Asmara	91.50	126.75	164.25	382.50	<i>122.40</i>	504.90
P	Asmara	122.00	169.00	219.00	510.00	<i>102.00</i>	612.00
P-75%	Asmara	91.50	126.75	164.25	382.50	<i>76.50</i>	459.00
C	Other	97.60	135.20	175.20	408.00	<i>130.56</i>	538.56
C-75%	Other	73.20	101.40	131.40	306.00	<i>97.92</i>	403.92
P	Other	97.60	135.20	175.20	408.00	<i>81.60</i>	489.60
P-75%	Other	73.20	101.40	131.40	306.00	<i>61.20</i>	367.20
Estonia - Currency; kroon							
C	Tallinn	165.00	245.00	325.00	735.00	<i>235.20</i>	970.20
C-75%	Tallinn	123.75	183.75	243.75	551.25	<i>176.40</i>	727.65
P	Tallinn	165.00	245.00	325.00	735.00	<i>147.00</i>	882.00
P-75%	Tallinn	123.75	183.75	243.75	551.25	<i>110.25</i>	661.50
C	Other	132.00	196.00	260.00	588.00	<i>188.16</i>	776.16
C-75%	Other	99.00	147.00	195.00	441.00	<i>141.12</i>	582.12
P	Other	132.00	196.00	260.00	588.00	<i>117.60</i>	705.60



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P-75%	Other	99.00	147.00	195.00	441.00	88.20	529.20
Ethiopia - Currency; birr							
C	Addis Ababa	*	100.00	165.00	265.00	106.00	371.00
C-75%	Addis Ababa	*	75.00	123.75	198.75	79.50	278.25
P	Addis Ababa	*	100.00	165.00	265.00	66.25	331.25
P-75%	Addis Ababa	*	75.00	123.75	198.75	49.69	248.44
C	Other	*	80.00	132.00	212.00	84.80	296.80
C-75%	Other	*	60.00	99.00	159.00	63.60	222.60
P	Other	*	80.00	132.00	212.00	53.00	265.00
P-75%	Other	*	60.00	99.00	159.00	39.75	198.75
Faeroe Islands - Currency; krone (D). NOTE: One Rate For Country							
C	Tórshavn	*	*	*	*	40.00%	*
C-75%	Tórshavn	*	*	*	*	30.00%	*
P	Tórshavn	*	*	*	*	25.00%	*
P-75%	Tórshavn	*	*	*	*	18.75%	*



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
Falkland Islands - Currency; pound. NOTE: One Rate For Country							
C	Stanley	*	*	*	*	40.00%	*
C-75%	Stanley	*	*	*	*	30.00%	*
P	Stanley	*	*	*	*	25.00%	*
P-75%	Stanley	*	*	*	*	18.75%	*
Fiji - Currency; dollar (Fiji). NOTE: One Rate For Country							
C	Suva	14.00	21.00	36.00	71.00	22.72	93.72
C-75%	Suva	10.50	15.75	27.00	53.25	17.04	70.29
P	Suva	14.00	21.00	36.00	71.00	14.20	85.20
P-75%	Suva	10.50	15.75	27.00	53.25	10.65	63.90
Finland - Currency; euro							
C	Helsinki	*	24.00	46.00	70.00	28.00	98.00
C-75%	Helsinki	*	18.00	34.50	52.50	21.00	73.50
P	Helsinki	*	24.00	46.00	70.00	17.50	87.50
P-75%	Helsinki	*	18.00	34.50	52.50	13.13	65.63
C	Other	*	19.20	36.80	56.00	22.40	78.40



Travel Directive

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P = Non-commercial Accommodation

*** = Reasonable and justifiable expenses. Receipts required.**

	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Other	*	14.40	27.60	42.00	16.80	58.80
P	Other	*	19.20	36.80	56.00	14.00	70.00
P-75%	Other	*	14.40	27.60	42.00	10.50	52.50
France - Currency; euro							
C	Nantes	4.50	14.00	19.00	37.50	12.00	49.50
C-75%	Nantes	3.38	10.50	14.25	28.13	9.00	37.13
P	Nantes	4.50	14.00	19.00	37.50	7.50	45.00
P-75%	Nantes	3.38	10.50	14.25	28.13	5.63	33.75
C	Paris	12.00	23.00	31.00	66.00	21.12	87.12
C-75%	Paris	9.00	17.25	23.25	49.50	15.84	65.34
P	Paris	12.00	23.00	31.00	66.00	13.20	79.20
P-75%	Paris	9.00	17.25	23.25	49.50	9.90	59.40
C	Other	9.60	18.40	24.80	52.80	16.90	69.70
C-75%	Other	7.20	13.80	18.60	39.60	12.67	52.27
P	Other	9.60	18.40	24.80	52.80	10.56	63.36
P-75%	Other	7.20	13.80	18.60	39.60	7.92	47.52



Travel Directive

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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
French Guiana - Currency; euro. NOTE: One Rate For Country							
C	Cayenne	*	*	*	*	40.00%	*
C-75%	Cayenne	*	*	*	*	30.00%	*
P	Cayenne	*	*	*	*	25.00%	*
P-75%	Cayenne	*	*	*	*	18.75%	*
Gabon - Currency; franc (CFA)							
C	Libreville	7000.00	14000.00	18000.00	39000.00	12480.00	51480.00
C-75%	Libreville	5250.00	10500.00	13500.00	29250.00	9360.00	38610.00
P	Libreville	7000.00	14000.00	18000.00	39000.00	7800.00	46800.00
P-75%	Libreville	5250.00	10500.00	13500.00	29250.00	5850.00	35100.00
C	Other	5600.00	11200.00	14400.00	31200.00	9984.00	41184.00
C-75%	Other	4200.00	8400.00	10800.00	23400.00	7488.00	30888.00
P	Other	5600.00	11200.00	14400.00	31200.00	6240.00	37440.00
P-75%	Other	4200.00	8400.00	10800.00	23400.00	4680.00	28080.00
Gambia - Currency; dalasis. NOTE: One Rate For Country							
C	Banjul	*	200.00	240.00	440.00	176.00	616.00



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Banjul	*	150.00	180.00	330.00	<i>132.00</i>	462.00
P	Banjul	*	200.00	240.00	440.00	<i>110.00</i>	550.00
P-75%	Banjul	*	150.00	180.00	330.00	<i>82.50</i>	412.50
Georgia - Currency; dollar (US)							
C	Tbilisi	6.00	10.00	20.00	36.00	<i>11.52</i>	47.52
C-75%	Tbilisi	4.50	7.50	15.00	27.00	<i>8.64</i>	35.64
P	Tbilisi	6.00	10.00	20.00	36.00	<i>7.20</i>	43.20
P-75%	Tbilisi	4.50	7.50	15.00	27.00	<i>5.40</i>	32.40
C	Other	4.80	8.00	16.00	28.80	<i>9.22</i>	38.02
C-75%	Other	3.60	6.00	12.00	21.60	<i>6.91</i>	28.51
P	Other	4.80	8.00	16.00	28.80	<i>5.76</i>	34.56
P-75%	Other	3.60	6.00	12.00	21.60	<i>4.32</i>	25.92
Germany - Currency; euro							
C	Berlin	15.00	18.00	31.00	64.00	<i>20.48</i>	84.48
C-75%	Berlin	11.25	13.50	23.25	48.00	<i>15.36</i>	63.36
P	Berlin	15.00	18.00	31.00	64.00	<i>12.80</i>	76.80



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	Country City	Breakfast	Lunch	Dinner	Meal Total	<i>Incidental Amount</i>	GRAND TOTAL (Taxes Included)
P-75%	Berlin	11.25	13.50	23.25	48.00	<i>9.60</i>	57.60
C	Düsseldorf	16.00	23.00	31.00	70.00	<i>22.40</i>	92.40
C-75%	Düsseldorf	12.00	17.25	23.25	52.50	<i>16.80</i>	69.30
P	Düsseldorf	16.00	23.00	31.00	70.00	<i>14.00</i>	84.00
P-75%	Düsseldorf	12.00	17.25	23.25	52.50	<i>10.50</i>	63.00
C	Frankfurt	15.00	19.00	29.00	63.00	<i>20.16</i>	83.16
C-75%	Frankfurt	11.25	14.25	21.75	47.25	<i>15.12</i>	62.37
P	Frankfurt	15.00	19.00	29.00	63.00	<i>12.60</i>	75.60
P-75%	Frankfurt	11.25	14.25	21.75	47.25	<i>9.45</i>	56.70
C	Hamburg	15.00	17.00	24.00	56.00	<i>17.92</i>	73.92
C-75%	Hamburg	11.25	12.75	18.00	42.00	<i>13.44</i>	55.44
P	Hamburg	15.00	17.00	24.00	56.00	<i>11.20</i>	67.20
P-75%	Hamburg	11.25	12.75	18.00	42.00	<i>8.40</i>	50.40
C	Munich	15.00	21.00	28.00	64.00	<i>20.48</i>	84.48
C-75%	Munich	11.25	15.75	21.00	48.00	<i>15.36</i>	63.36
P	Munich	15.00	21.00	28.00	64.00	<i>12.80</i>	76.80
P-75%	Munich	11.25	15.75	21.00	48.00	<i>9.60</i>	57.60
C	Other	12.00	14.40	24.80	51.20	<i>16.38</i>	67.58



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Other	9.00	10.80	18.60	38.40	12.29	50.69
P	Other	12.00	14.40	24.80	51.20	10.24	61.44
P-75%	Other	9.00	10.80	18.60	38.40	7.68	46.08
Ghana - Currency; cedi							
C	Accra	*	240000.00	280000.00	520000.00	208000.00	728000.00
C-75%	Accra	*	180000.00	210000.00	390000.00	156000.00	546000.00
P	Accra	*	240000.00	280000.00	520000.00	130000.00	650000.00
P-75%	Accra	*	180000.00	210000.00	390000.00	97500.00	487500.00
C	Other	*	192000.00	224000.00	416000.00	166400.00	582400.00
C-75%	Other	*	144000.00	168000.00	312000.00	124800.00	436800.00
P	Other	*	192000.00	224000.00	416000.00	104000.00	520000.00
P-75%	Other	*	144000.00	168000.00	312000.00	78000.00	390000.00
Gibraltar - Currency; pound. NOTE: One Rate For Country							
C	Gibraltar	*	*	*	*	40.00%	*
C-75%	Gibraltar	*	*	*	*	30.00%	*
P	Gibraltar	*	*	*	*	25.00%	*



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P-75%	Gibraltar	*	*	*	*	18.75%	*
Greece - Currency; euro							
C	Athens	19.00	20.00	28.00	67.00	21.44	88.44
C-75%	Athens	14.25	15.00	21.00	50.25	16.08	66.33
P	Athens	19.00	20.00	28.00	67.00	13.40	80.40
P-75%	Athens	14.25	15.00	21.00	50.25	10.05	60.30
C	Other	15.20	16.00	22.40	53.60	17.15	70.75
C-75%	Other	11.40	12.00	16.80	40.20	12.86	53.06
P	Other	15.20	16.00	22.40	53.60	10.72	44.65
P-75%	Other	11.40	12.00	16.80	40.20	8.04	48.24
Greenland - Currency; dollar (US).							
C	Nuuk	*	30.00	54.00	84.00	33.60	117.60
C-75%	Nuuk	*	22.50	40.50	63.00	25.20	88.20
P	Nuuk	*	30.00	54.00	84.00	21.00	105.00
P-75%	Nuuk	*	22.50	40.50	63.00	15.75	78.75
C	Thule	*	14.00	21.00	35.00	14.00	49.00



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Thule	*	10.50	15.75	26.25	10.50	36.75
P	Thule	*	14.00	21.00	35.00	8.75	43.75
P-75%	Thule	*	10.50	15.75	26.25	6.56	32.81
C	Other	*	24.00	43.20	67.20	26.88	94.08
C-75%	Other	*	18.00	32.40	50.40	20.16	70.56
P	Other	*	24.00	43.20	67.20	16.80	84.00
P-75%	Other	*	18.00	32.40	50.40	12.60	63.00
Grenada - Currency; dollar (EC). NOTE: One Rate For Country.							
C	Saint George's	30.00	42.00	75.00	147.00	47.04	194.04
C-75%	Saint George's	22.50	31.50	56.25	110.25	35.28	145.53
P	Saint George's	30.00	42.00	75.00	147.00	29.40	176.40
P-75%	Saint George's	22.50	31.50	56.25	110.25	22.05	132.30
Guadeloupe - Currency; euro. NOTE: One Rate For Country							
C	Basse-Terre	*	*	*	*	40.00%	*
C-75%	Basse-Terre	*	*	*	*	30.00%	*
P	Basse-Terre	*	*	*	*	25.00%	*



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P-75%	Basse-Terre	*	*	*	*	18.75%	*
Guam - Currency; dollar (US). NOTE: One Rate For Country							
C	Agaña	*	*	*	*	40.00%	*
C-75%	Agaña	*	*	*	*	30.00%	*
P	Agaña	*	*	*	*	25.00%	*
P-75%	Agaña	*	*	*	*	18.75%	*
Guatemala - Currency; quetzal							
C	Guatemala City	65.00	100.00	160.00	325.00	104.00	429.00
C-75%	Guatemala City	48.75	75.00	120.00	243.75	78.00	321.75
P	Guatemala City	65.00	100.00	160.00	325.00	65.00	390.00
P-75%	Guatemala City	48.75	75.00	120.00	243.75	48.75	292.50
C	Other	52.00	80.00	128.00	260.00	83.20	343.20
C-75%	Other	39.00	60.00	96.00	195.00	62.40	257.40
P	Other	52.00	80.00	128.00	260.00	52.00	312.00
P-75%	Other	39.00	60.00	96.00	195.00	39.00	234.00



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
Guinea - Currency; franc (G)							
C	Conakry	36000.00	68000.00	72000.00	176000.00	56320.00	232320.00
C-75%	Conakry	27000.00	51000.00	54000.00	132000.00	42240.00	174240.00
P	Conakry	36000.00	68000.00	72000.00	176000.00	35200.00	211200.00
P-75%	Conakry	27000.00	51000.00	54000.00	132000.00	26400.00	158400.00
C	Other	28800.00	54400.00	57600.00	140800.00	45056.00	185856.00
C-75%	Other	21600.00	40800.00	43200.00	105600.00	33792.00	139392.00
P	Other	28800.00	54400.00	57600.00	140800.00	28160.00	168960.00
P-75%	Other	21600.00	40800.00	43200.00	105600.00	21120.00	126720.00
Guinea-Bissau - Currency; dollar (CDN). NOTE: One Rate For Country							
C	Bissau	5.00	12.00	18.00	35.00	11.20	46.20
C-75%	Bissau	3.75	9.00	13.50	26.25	8.40	34.65
P	Bissau	5.00	12.00	18.00	35.00	7.00	42.00
P-75%	Bissau	3.75	9.00	13.50	26.25	5.25	31.50
Guyana - Currency; dollar (G). NOTE: One Rate For Country							
C	Georgetown	1300.00	2200.00	3200.00	6700.00	2144.00	8844.00



Travel Directive

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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Georgetown	975.00	1650.00	2400.00	5025.00	1608.00	6633.00
P	Georgetown	1300.00	2200.00	3200.00	6700.00	1340.00	8040.00
P-75%	Georgetown	975.00	1650.00	2400.00	5025.00	1005.00	6030.00
Haiti - Currency; dollars (US)							
C	Port-au-Prince	10.00	25.00	33.00	68.00	21.76	89.76
C-75%	Port-au-Prince	7.50	18.75	24.75	51.00	16.32	67.32
P	Port-au-Prince	10.00	25.00	33.00	68.00	13.60	81.60
P-75%	Port-au-Prince	7.50	18.75	24.75	51.00	10.20	61.20
C	Other	8.00	20.00	26.40	54.40	17.41	71.81
C-75%	Other	6.00	15.00	19.80	40.80	13.06	53.86
P	Other	8.00	20.00	26.40	54.40	10.88	65.28
P-75%	Other	6.00	15.00	19.80	40.80	8.16	48.96
Honduras - Currency; lempira							
C	San Pedro Sula	95.00	240.00	350.00	685.00	219.20	904.20
C-75%	San Pedro Sula	71.25	180.00	262.50	513.75	164.40	678.15
P	San Pedro Sula	95.00	240.00	350.00	685.00	137.00	822.00



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P-75%	San Pedro Sula	71.25	180.00	262.50	513.75	102.75	616.50
C	Tegucigalpa	135.00	250.00	335.00	720.00	230.40	950.40
C-75%	Tegucigalpa	101.25	187.50	251.25	540.00	172.80	712.80
P	Tegucigalpa	135.00	250.00	335.00	720.00	144.00	864.00
P-75%	Tegucigalpa	101.25	187.50	251.25	540.00	108.00	648.00
C	Other	108.00	200.00	268.00	576.00	184.32	760.32
C-75%	Other	81.00	150.00	201.00	432.00	138.24	570.24
P	Other	108.00	200.00	268.00	576.00	115.20	691.20
P-75%	Other	81.00	150.00	201.00	432.00	86.40	518.40
Hong Kong - Currency; dollar (HK). NOTE: One Rate For Country							
C	Hong Kong	170.00	190.00	275.00	635.00	203.20	838.20
C-75%	Hong Kong	127.50	142.50	206.25	476.25	152.40	628.65
P	Hong Kong	170.00	190.00	275.00	635.00	127.00	762.00
P-75%	Hong Kong	127.50	142.50	206.25	476.25	95.25	571.50
Hungary - Currency; dollar (CDN)							
C	Budapest	*	18.00	31.00	49.00	19.60	68.60



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Budapest	*	13.50	23.25	36.75	14.70	51.45
P	Budapest	*	18.00	31.00	49.00	12.25	61.25
P-75%	Budapest	*	13.50	23.25	36.75	9.19	45.94
C	Other	*	14.40	24.80	39.20	15.68	54.88
C-75%	Other	*	10.80	18.60	29.40	11.76	41.16
P	Other	*	14.40	24.80	39.20	9.80	49.00
P-75%	Other	*	10.80	18.60	29.40	7.35	36.75
	Iceland - Currency; krona (I)						
C	Keflavik	*	1300.00	2700.00	4000.00	1600.00	5600.00
C-75%	Keflavik	*	975.00	2025.00	3000.00	1200.00	4200.00
P	Keflavik	*	1300.00	2700.00	4000.00	1000.00	5000.00
P-75%	Keflavik	*	975.00	2025.00	3000.00	750.00	3750.00
C	Reykjavik	1400.00	1900.00	3200.00	6500.00	2080.00	8580.00
C-75%	Reykjavik	1050.00	1425.00	2400.00	4875.00	1560.00	6435.00
P	Reykjavik	1400.00	1900.00	3200.00	6500.00	1300.00	7800.00
P-75%	Reykjavik	1050.00	1425.00	2400.00	4875.00	975.00	5850.00
C	Other	1120.00	1520.00	2560.00	5200.00	1664.00	6864.00



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Other	840.00	1140.00	1920.00	3900.00	1248.00	5148.00
P	Other	1120.00	1520.00	2560.00	5200.00	1040.00	6240.00
P-75%	Other	840.00	1140.00	1920.00	3900.00	780.00	4680.00
	India - Currency; rupee (IN)						
C	Chandigarh	200.00	300.00	400.00	900.00	288.00	1188.00
C-75%	Chandigarh	150.00	225.00	300.00	675.00	216.00	891.00
P	Chandigarh	200.00	300.00	400.00	900.00	180.00	1080.00
P-75%	Chandigarh	150.00	225.00	300.00	675.00	135.00	810.00
C	Kolkata (Calcutta)	500.00	700.00	940.00	2140.00	684.80	2824.80
C-75%	Kolkata (Calcutta)	375.00	525.00	705.00	1605.00	513.60	2118.60
P	Kolkata (Calcutta)	500.00	700.00	940.00	2140.00	428.00	2568.00
P-75%	Kolkata (Calcutta)	375.00	525.00	705.00	1605.00	321.00	1926.00
C	Mumbai (Bombay)	*	850.00	1000.00	1850.00	740.00	2590.00
C-75%	Mumbai (Bombay)	*	637.50	750.00	1387.50	555.00	1942.50
P	Mumbai (Bombay)	*	850.00	1000.00	1850.00	462.50	2312.50
P-75%	Mumbai (Bombay)	*	637.50	750.00	1387.50	346.88	1734.38
C	New Delhi	450.00	800.00	900.00	2150.00	688.00	2838.00



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	New Delhi	337.50	600.00	675.00	1612.50	516.00	2128.50
P	New Delhi	450.00	800.00	900.00	2150.00	430.00	2580.00
P-75%	New Delhi	337.50	600.00	675.00	1612.50	322.50	1935.00
C	Other	360.00	640.00	720.00	1720.00	550.40	2270.40
C-75%	Other	270.00	480.00	540.00	1290.00	412.80	1702.80
P	Other	360.00	640.00	720.00	1720.00	344.00	2064.00
P-75%	Other	270.00	480.00	540.00	1290.00	258.00	1548.00
Indonesia - Currency; dollar (US)							
C	Denpasar (Bali)	11.00	11.00	14.00	36.00	11.52	47.52
C-75%	Denpasar (Bali)	8.25	8.25	10.50	27.00	8.64	35.64
P	Denpasar (Bali)	11.00	11.00	14.00	36.00	7.20	43.20
P-75%	Denpasar (Bali)	8.25	8.25	10.50	27.00	5.40	32.40
C	Jakarta	*	14.00	18.00	32.00	12.80	44.80
C-75%	Jakarta	*	10.50	13.50	24.00	9.60	33.60
P	Jakarta	*	14.00	18.00	32.00	8.00	40.00
P-75%	Jakarta	*	10.50	13.50	24.00	6.00	30.00
C	Other	*	11.20	14.40	25.60	10.24	35.84



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Other	*	8.40	10.80	19.20	7.68	26.88
P	Other	*	11.20	14.40	25.60	6.40	32.00
P-75%	Other	*	8.40	10.80	19.20	4.80	24.00
Iran - Currency; rial							
C	Tehran	*	51000.00	104000.00	155000.00	62000.00	217000.00
C-75%	Tehran	*	38250.00	78000.00	116250.00	46500.00	162750.00
P	Tehran	*	51000.00	104000.00	155000.00	38750.00	193750.00
P-75%	Tehran	*	38250.00	78000.00	116250.00	29062.50	145312.50
C	Other	*	40800.00	83200.00	124000.00	49600.00	173600.00
C-75%	Other	*	30600.00	62400.00	93000.00	37200.00	130200.00
P	Other	*	40800.00	83200.00	124000.00	31000.00	155000.00
P-75%	Other	*	30600.00	62400.00	93000.00	23250.00	116250.00
Iraq - Currency; dinar (I). NOTE: One Rate For Country							
C	Baghdad	*	*	*	*	40.00%	*
C-75%	Baghdad	*	*	*	*	30.00%	*
P	Baghdad	*	*	*	*	25.00%	*



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P-75%	Baghdad	*	*	*	*	18.75%	*
Ireland - Currency; euro							
C	Dublin	18.00	26.00	36.00	80.00	25.60	105.60
C-75%	Dublin	13.50	19.50	27.00	60.00	19.20	79.20
P	Dublin	18.00	26.00	36.00	80.00	16.00	96.00
P-75%	Dublin	13.50	19.50	27.00	60.00	12.00	72.00
C	Other	14.40	20.80	28.80	64.00	20.48	84.48
C-75%	Other	10.80	15.60	21.60	48.00	15.36	63.36
P	Other	14.40	20.80	28.80	64.00	12.80	76.80
P-75%	Other	10.80	15.60	21.60	48.00	9.60	57.60
Israel - Currency; dollar (US). NOTE: One Rate For Country							
C	Tel Aviv	9.00	22.00	31.00	62.00	19.84	81.84
C-75%	Tel Aviv	6.75	16.50	23.25	46.50	14.88	61.38
P	Tel Aviv	9.00	22.00	31.00	62.00	12.40	74.40
P-75%	Tel Aviv	6.75	16.50	23.25	46.50	9.30	55.80



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
Italy - Currency; euro							
C	Milan	26.00	17.00	25.00	68.00	21.76	89.76
C-75%	Milan	19.50	12.75	18.75	51.00	16.32	67.32
P	Milan	26.00	17.00	25.00	68.00	13.60	81.60
P-75%	Milan	19.50	12.75	18.75	51.00	10.20	61.20
C	Naples	*	18.00	28.00	46.00	18.40	64.40
C-75%	Naples	*	13.50	21.00	34.50	13.80	48.30
P	Naples	*	18.00	28.00	46.00	11.50	57.50
P-75%	Naples	*	13.50	21.00	34.50	8.63	43.13
C	Rome	*	15.00	30.00	45.00	18.00	63.00
C-75%	Rome	*	11.25	22.50	33.75	13.50	47.25
P	Rome	*	15.00	30.00	45.00	11.25	56.25
P-75%	Rome	*	11.25	22.50	33.75	8.44	42.19
C	Venice	*	25.00	34.00	59.00	23.60	82.60
C-75%	Venice	*	18.75	25.50	44.25	17.70	61.95
P	Venice	*	25.00	34.00	59.00	14.75	73.75
P-75%	Venice	*	18.75	25.50	44.25	11.06	55.31
C	Other	*	12.00	24.00	36.00	14.40	50.40



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Other	*	9.00	18.00	27.00	10.80	37.80
P	Other	*	12.00	24.00	36.00	9.00	45.00
P-75%	Other	*	9.00	18.00	27.00	6.75	33.75
Jamaica - Currency; dollar (CDN). NOTE: One Rate For Country							
C	Kingston	14.00	13.00	30.00	57.00	18.24	75.24
C-75%	Kingston	10.50	9.75	22.50	42.75	13.68	56.43
P	Kingston	14.00	13.00	30.00	57.00	11.40	68.40
P-75%	Kingston	10.50	9.75	22.50	42.75	8.55	51.30
Japan - Currency; yen							
C	Nagoya	2000.00	3700.00	7900.00	13600.00	4352.00	17952.00
C-75%	Nagoya	1500.00	2775.00	5925.00	10200.00	3264.00	13464.00
P	Nagoya	2000.00	3700.00	7900.00	13600.00	2720.00	16320.00
P-75%	Nagoya	1500.00	2775.00	5925.00	10200.00	2040.00	12240.00
C	Osaka	2400.00	3600.00	7100.00	13100.00	4192.00	17292.00
C-75%	Osaka	1800.00	2700.00	5325.00	9825.00	3144.00	12969.00
P	Osaka	2400.00	3600.00	7100.00	13100.00	2620.00	15720.00



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P-75%	Osaka	1800.00	2700.00	5325.00	9825.00	1965.00	11790.00
C	Tokyo	2500.00	3000.00	7500.00	13000.00	4160.00	17160.00
C-75%	Tokyo	1875.00	2250.00	5625.00	9750.00	3120.00	12870.00
P	Tokyo	2500.00	3000.00	7500.00	13000.00	2600.00	15600.00
P-75%	Tokyo	1875.00	2250.00	5625.00	9750.00	1950.00	11700.00
C	Other	2000.00	2400.00	6000.00	10400.00	3328.00	13728.00
C-75%	Other	1500.00	1800.00	4500.00	7800.00	2496.00	10296.00
P	Other	2000.00	2400.00	6000.00	10400.00	2080.00	12480.00
P-75%	Other	1500.00	1800.00	4500.00	7800.00	1560.00	9360.00
Jordan - Currency; dinar (J)							
C	Amman	*	14.00	20.00	34.00	13.60	47.60
C-75%	Amman	*	10.50	15.00	25.50	10.20	35.70
P	Amman	*	14.00	20.00	34.00	8.50	42.50
P-75%	Amman	*	10.50	15.00	25.50	6.38	31.88
C	Other	*	11.20	16.00	27.20	10.88	38.08
C-75%	Other	*	8.40	12.00	20.40	8.16	28.56
P	Other	*	11.20	16.00	27.20	6.80	34.00



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P-75%	Other	*	8.40	12.00	20.40	5.10	25.50
Kazakhstan - Currency; dollar (US)							
C	Almaty	30.00	35.00	55.00	120.00	38.40	158.40
C-75%	Almaty	22.50	26.25	41.25	90.00	28.80	118.80
P	Almaty	30.00	35.00	55.00	120.00	24.00	144.00
P-75%	Almaty	22.50	26.25	41.25	90.00	18.00	108.00
C	Other	24.00	28.00	44.00	96.00	30.72	126.72
C-75%	Other	18.00	21.00	33.00	72.00	23.04	95.04
P	Other	24.00	28.00	44.00	96.00	19.20	115.20
P-75%	Other	18.00	21.00	33.00	72.00	14.40	86.40
Kenya - Currency; shilling (K)							
C	Nairobi	860.00	1400.00	1900.00	4160.00	1331.20	5491.20
C-75%	Nairobi	645.00	1050.00	1425.00	3120.00	998.40	4118.40
P	Nairobi	860.00	1400.00	1900.00	4160.00	832.00	4992.00
P-75%	Nairobi	645.00	1050.00	1425.00	3120.00	624.00	3744.00
C	Other	688.00	1120.00	1520.00	3328.00	1064.96	4392.96



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Other	516.00	840.00	1140.00	2496.00	798.72	3294.72
P	Other	688.00	1120.00	1520.00	3328.00	665.60	3993.60
P-75%	Other	516.00	840.00	1140.00	2496.00	499.20	2995.20
Kiribati - Currency; dollar (A). NOTE: One Rate For Country							
C	Tarawa	*	*	*	*	40.00%	*
C-75%	Tarawa	*	*	*	*	30.00%	*
P	Tarawa	*	*	*	*	25.00%	*
P-75%	Tarawa	*	*	*	*	18.75%	*
Korea (Republic of) - Currency; won (South Korea)							
C	Seoul	22000.00	35000.00	49000.00	106000.00	33920.00	139920.00
C-75%	Seoul	16500.00	26250.00	36750.00	79500.00	25440.00	104940.00
P	Seoul	22000.00	35000.00	49000.00	106000.00	21200.00	127200.00
P-75%	Seoul	16500.00	26250.00	36750.00	79500.00	15900.00	95400.00
C	Other	17600.00	28000.00	39200.00	84800.00	27136.00	111936.00
C-75%	Other	13200.00	21000.00	29400.00	63600.00	20352.00	83952.00
P	Other	17600.00	28000.00	39200.00	84800.00	16960.00	101760.00



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P-75%	Other	13200.00	21000.00	29400.00	63600.00	12720.00	76320.00
Korea (Dem. People's Republic of) - Currency; won (North Korea). NOTE: One Rate For Country							
C	Pyongyang	*	*	*	*	40.00%	*
C-75%	Pyongyang	*	*	*	*	30.00%	*
P	Pyongyang	*	*	*	*	25.00%	*
P-75%	Pyongyang	*	*	*	*	18.75%	*
Kosovo - (See Serbia and Montenegro)							
Kuwait - Currency; dinar (K). NOTE: One Rate For Country							
C	Kuwait City	*	5.00	8.00	13.00	5.20	18.20
C-75%	Kuwait City	*	3.75	6.00	9.75	3.90	13.65
P	Kuwait City	*	5.00	8.00	13.00	3.25	16.25
P-75%	Kuwait City	*	3.75	6.00	9.75	2.44	12.19
Kyrgyzstan - Currency; dollar (US). NOTE: One Rate For Country							



Travel Directive

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*** = Reasonable and justifiable expenses. Receipts required.**

	Country City	Breakfast	Lunch	Dinner	Meal Total	<i>Incidental Amount</i>	GRAND TOTAL (Taxes Included)
C	Bishkek	6.00	12.00	14.00	32.00	<i>10.24</i>	42.24
C-75%	Bishkek	4.50	9.00	10.50	24.00	<i>7.68</i>	31.68
P	Bishkek	6.00	12.00	14.00	32.00	<i>6.40</i>	38.40
P-75%	Bishkek	4.50	9.00	10.50	24.00	<i>4.80</i>	28.80
Laos - Currency; dollar (US)							
C	Vientiane	3.50	14.00	17.00	34.50	<i>11.04</i>	45.54
C-75%	Vientiane	2.63	10.50	12.75	25.88	<i>8.28</i>	34.16
P	Vientiane	3.50	14.00	17.00	34.50	<i>6.90</i>	41.40
P-75%	Vientiane	2.63	10.50	12.75	25.88	<i>5.18</i>	31.05
C	Other	2.80	11.20	13.60	27.60	<i>8.83</i>	36.43
C-75%	Other	2.10	8.40	10.20	20.70	<i>6.62</i>	27.32
P	Other	2.80	11.20	13.60	27.60	<i>5.52</i>	33.12
P-75%	Other	2.10	8.40	10.20	20.70	<i>4.14</i>	24.84
	Latvia - Currency; lats						
C	Riga	6.00	9.00	14.00	29.00	<i>9.28</i>	38.28



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Riga	4.50	6.75	10.50	21.75	6.96	28.71
P	Riga	6.00	9.00	14.00	29.00	5.80	34.80
P-75%	Riga	4.50	6.75	10.50	21.75	4.35	26.10
C	Other	4.80	7.20	11.20	23.20	7.42	30.62
C-75%	Other	3.60	5.40	8.40	17.40	5.57	22.97
P	Other	4.80	7.20	11.20	23.20	4.64	27.84
P-75%	Other	3.60	5.40	8.40	17.40	3.48	20.88
Lebanon - Currency; dollar (US)							
C	Beirut	*	19.00	31.00	50.00	20.00	70.00
C-75%	Beirut	*	14.25	23.25	37.50	15.00	52.50
P	Beirut	*	19.00	31.00	50.00	12.50	62.50
P-75%	Beirut	*	14.25	23.25	37.50	9.38	46.88
C	Other	*	15.20	24.80	40.00	16.00	56.00
C-75%	Other	*	11.40	18.60	30.00	12.00	42.00
P	Other	*	15.20	24.80	40.00	10.00	50.00
P-75%	Other	*	11.40	18.60	30.00	7.50	37.50



Travel Directive

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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
Lesotho - Currency; moloti							
C	Maseru	67.00	76.00	79.00	222.00	71.04	293.04
C-75%	Maseru	50.25	57.00	59.25	166.50	53.28	219.78
P	Maseru	67.00	76.00	79.00	222.00	44.40	266.40
P-75%	Maseru	50.25	57.00	59.25	166.50	33.30	199.80
C	Other	53.60	60.80	63.20	177.60	56.83	234.43
C-75%	Other	40.20	45.60	47.40	133.20	42.62	175.82
P	Other	53.60	60.80	63.20	177.60	35.52	213.12
P-75%	Other	40.20	45.60	47.40	133.20	26.64	159.84
Liberia - Currency; dollar (US). NOTE: One Rate For Country							
C	Monrovia	*	23.00	28.00	51.00	20.40	71.40
C-75%	Monrovia	*	17.25	21.00	38.25	15.30	53.55
P	Monrovia	*	23.00	28.00	51.00	12.75	63.75
P-75%	Monrovia	*	17.25	21.00	38.25	9.56	47.81
Libya - Currency; dinar (L)							
C	Tripoli	*	13.00	27.00	40.00	16.00	56.00



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Tripoli	*	9.75	20.25	30.00	12.00	42.00
P	Tripoli	*	13.00	27.00	40.00	10.00	50.00
P-75%	Tripoli	*	9.75	20.25	30.00	7.50	37.50
C	Other	*	10.40	21.60	32.00	12.80	44.80
C-75%	Other	*	7.80	16.20	24.00	9.60	33.60
P	Other	*	10.40	21.60	32.00	8.00	40.00
P-75%	Other	*	7.80	16.20	24.00	6.00	30.00
Liechtenstein - Currency; franc (SW). NOTE: One Rate For Country							
C	Vaduz	*	*	*	*	40.00%	*
C-75%	Vaduz	*	*	*	*	30.00%	*
P	Vaduz	*	*	*	*	25.00%	*
P-75%	Vaduz	*	*	*	*	18.75%	*
Lithuania - Currency; litas							
C	Vilnius	31.50	37.00	52.50	121.00	38.72	159.72
C-75%	Vilnius	23.63	27.75	39.38	90.75	29.04	119.79
P	Vilnius	31.50	37.00	52.50	121.00	24.20	145.20



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P-75%	Vilnius	23.63	27.75	39.38	90.75	18.15	108.90
C	Other	25.20	29.60	42.00	96.80	30.98	127.78
C-75%	Other	18.90	22.20	31.50	72.60	23.23	95.83
P	Other	25.20	29.60	42.00	96.80	19.36	116.16
P-75%	Other	18.90	22.20	31.50	72.60	14.52	87.12
Luxembourg - Currency; euro. NOTE: One Rate For Country							
C	Luxembourg	9.92	14.87	27.27	52.06	16.66	68.72
C-75%	Luxembourg	7.44	11.15	20.45	39.05	12.49	51.54
P	Luxembourg	9.92	14.87	27.27	52.06	10.41	62.47
P-75%	Luxembourg	7.44	11.15	20.45	39.05	7.81	46.85
Macau - Currency; pataca. NOTE: One Rate For Country							
C	Macau	*	*	*	*	40.00%	*
C-75%	Macau	*	*	*	*	30.00%	*
P	Macau	*	*	*	*	25.00%	*
P-75%	Macau	*	*	*	*	18.75%	*



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
Macedonia - Currency; dollar (US)							
C	Skopje	5.00	10.00	16.00	31.00	9.92	40.92
C-75%	Skopje	3.75	7.50	12.00	23.25	7.44	30.69
P	Skopje	5.00	10.00	16.00	31.00	6.20	37.20
P-75%	Skopje	3.75	7.50	12.00	23.25	4.65	27.90
C	Other	4.00	8.00	12.80	24.80	7.94	32.74
C-75%	Other	3.00	6.00	9.60	18.60	5.95	24.55
P	Other	4.00	8.00	12.80	24.80	4.96	29.76
P-75%	Other	3.00	6.00	9.60	18.60	3.72	22.32
Madagascar - Currency; dollar (CDN). NOTE: One Rate For Country							
C	Antananarivo	6.00	9.00	15.00	30.00	9.60	39.60
C-75%	Antananarivo	4.50	6.75	11.25	22.50	7.20	29.70
P	Antananarivo	6.00	9.00	15.00	30.00	6.00	36.00
P-75%	Antananarivo	4.50	6.75	11.25	22.50	4.50	27.00
Malawi - Currency; dollar (CDN)							
C	Blantyre	15.00	11.00	12.00	38.00	12.16	50.16



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Blantyre	11.25	8.25	9.00	28.50	9.12	37.62
P	Blantyre	15.00	11.00	12.00	38.00	7.60	45.60
P-75%	Blantyre	11.25	8.25	9.00	28.50	5.70	34.20
C	Lilongwe	*	16.00	18.00	34.00	13.60	47.60
C-75%	Lilongwe	*	12.00	13.50	25.50	10.20	35.70
P	Lilongwe	*	16.00	18.00	34.00	8.50	42.50
P-75%	Lilongwe	*	12.00	13.50	25.50	6.38	31.88
C	Other	*	12.80	14.40	27.20	10.88	38.08
C-75%	Other	*	9.60	10.80	20.40	8.16	28.56
P	Other	*	12.80	14.40	27.20	6.80	34.00
P-75%	Other	*	9.60	10.80	20.40	5.10	25.50
	Malaysia - Currency; ringgit						
C	Kuala Lumpur	40.00	45.00	67.00	152.00	48.64	200.64
C-75%	Kuala Lumpur	30.00	33.75	50.25	114.00	36.48	150.48
P	Kuala Lumpur	40.00	45.00	67.00	152.00	30.40	182.40
P-75%	Kuala Lumpur	30.00	33.75	50.25	114.00	22.80	136.80
C	Other	32.00	36.00	53.60	121.60	38.91	160.51



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Other	24.00	27.00	40.20	91.20	29.18	120.38
P	Other	32.00	36.00	53.60	121.60	24.32	145.92
P-75%	Other	24.00	27.00	40.20	91.20	18.24	109.44
Maldives - Currency; rufiyaa. NOTE: One Rate For Country							
C	Male	*	*	*	*	40.00%	*
C-75%	Male	*	*	*	*	30.00%	*
P	Male	*	*	*	*	25.00%	*
P-75%	Male	*	*	*	*	18.75%	*
Mali - Currency; franc (CFA)							
C	Bamako	5600.00	13200.00	15400.00	34200.00	10944.00	45144.00
C-75%	Bamako	4200.00	9900.00	11550.00	25650.00	8208.00	33858.00
P	Bamako	5600.00	13200.00	15400.00	34200.00	6840.00	41040.00
P-75%	Bamako	4200.00	9900.00	11550.00	25650.00	5130.00	30780.00
C	Other	4480.00	10560.00	12320.00	27360.00	8755.20	36115.20
C-75%	Other	3360.00	7920.00	9240.00	20520.00	6566.40	27086.40
P	Other	4480.00	10560.00	12320.00	27360.00	5472.00	32832.00



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P-75%	Other	3360.00	7920.00	9240.00	20520.00	4104.00	24624.00
Malta - Currency; pound (M). NOTE: One Rate For Country							
C	Valletta	7.00	5.00	8.00	20.00	6.40	26.40
C-75%	Valletta	5.25	3.75	6.00	15.00	4.80	19.80
P	Valletta	7.00	5.00	8.00	20.00	4.00	24.00
P-75%	Valletta	5.25	3.75	6.00	15.00	3.00	18.00
Marshall Islands - Currency; dollar (US). NOTE: One Rate For Country							
C	Majura	5.00	9.00	16.00	30.00	9.60	39.60
C-75%	Majura	3.75	6.75	12.00	22.50	7.20	29.70
P	Majura	5.00	9.00	16.00	30.00	6.00	36.00
P-75%	Majura	3.75	6.75	12.00	22.50	4.50	27.00
Martinique - Currency; euro. NOTE: One Rate For Country							
C	Fort-de-France	*	*	*	*	40.00%	*
C-75%	Fort-de-France	*	*	*	*	30.00%	*
P	Fort-de-France	*	*	*	*	25.00%	*



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P-75%	Fort-de-France	*	*	*	*	18.75%	*
Mauritania - Currency; ouguiya							
C	Nouakchott	2500.00	2600.00	3600.00	8700.00	2784.00	11484.00
C-75%	Nouakchott	1875.00	1950.00	2700.00	6525.00	2088.00	8613.00
	Nouakchott	2500.00	2600.00	3600.00	8700.00	1740.00	10440.00
P-75%	Nouakchott	1875.00	1950.00	2700.00	6525.00	1305.00	7830.00
C	Other	2000.00	2080.00	2880.00	6960.00	2227.20	9187.20
C-75%	Other	1500.00	1560.00	2160.00	5220.00	1670.40	6890.40
P	Other	2000.00	2080.00	2880.00	6960.00	1392.00	8352.00
P-75%	Other	1500.00	1560.00	2160.00	5220.00	1044.00	6264.00
Mauritius - Currency; rupee (M). NOTE: One Rate For Country							
C	Port Louis	200.00	300.00	500.00	1000.00	320.00	1320.00
C-75%	Port Louis	150.00	225.00	375.00	750.00	240.00	990.00
P	Port Louis	200.00	300.00	500.00	1000.00	200.00	1200.00
P-75%	Port Louis	150.00	225.00	375.00	750.00	150.00	900.00



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
Mexico - Currency; dollar (CDN). NOTE: One Rate For Country							
C	Mexico City	10.00	22.00	35.00	67.00	21.44	88.44
C-75%	Mexico City	7.50	16.50	26.25	50.25	16.08	66.33
P	Mexico City	10.00	22.00	35.00	67.00	13.40	80.40
P-75%	Mexico City	7.50	16.50	26.25	50.25	10.05	60.30
Micronesia - Currency; dollar (US). NOTE: One Rate For Country							
C	Palikir	5.00	9.00	16.00	30.00	9.60	39.60
C-75%	Palikir	3.75	6.75	12.00	22.50	7.20	29.70
P	Palikir	5.00	9.00	16.00	30.00	6.00	36.00
P-75%	Palikir	3.75	6.75	12.00	22.50	4.50	27.00
Moldova - Currency; dollar (US). NOTE: One Rate For Country							
C	Chisinau	*	10.00	14.00	24.00	9.60	33.60
C-75%	Chisinau	*	7.50	10.50	18.00	7.20	25.20
P	Chisinau	*	10.00	14.00	24.00	6.00	30.00
P-75%	Chisinau	*	7.50	10.50	18.00	4.50	22.50



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
Monaco - Currency; euro. NOTE: One Rate For Country							
C	Monte Carlo	17.00	24.00	40.00	81.00	25.92	106.92
C-75%	Monte Carlo	12.75	18.00	30.00	60.75	19.44	80.19
P	Monte Carlo	17.00	24.00	40.00	81.00	16.20	97.20
P-75%	Monte Carlo	12.75	18.00	30.00	60.75	12.15	72.90
Mongolia - Currency; dollar (US)							
C	Ulaanbaatar	*	6.00	9.00	15.00	6.00	21.00
C-75%	Ulaanbaatar	*	4.50	6.75	11.25	4.50	15.75
P	Ulaanbaatar	*	6.00	9.00	15.00	3.75	18.75
P-75%	Ulaanbaatar	*	4.50	6.75	11.25	2.81	14.06
C	Other	*	4.80	7.20	12.00	4.80	16.80
C-75%	Other	*	3.60	5.40	9.00	3.60	12.60
P	Other	*	4.80	7.20	12.00	3.00	15.00
P-75%	Other	*	3.60	5.40	9.00	2.25	11.25
Montserrat - Currency; dollar (EC). NOTE: One Rate For Country							
C	Plymouth	24.00	34.00	90.00	148.00	47.36	195.36



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	Country City	Breakfast	Lunch	Dinner	Meal Total	<i>Incidental Amount</i>	GRAND TOTAL (Taxes Included)
C-75%	Plymouth	18.00	25.50	67.50	111.00	<i>35.52</i>	146.52
P	Plymouth	24.00	34.00	90.00	148.00	<i>29.60</i>	177.60
P-75%	Plymouth	18.00	25.50	67.50	111.00	<i>22.20</i>	133.20
Morocco - Currency; dirham							
C	Casablanca	115.00	200.00	240.00	555.00	<i>177.60</i>	732.60
C-75%	Casablanca	86.25	150.00	180.00	416.25	<i>133.20</i>	549.45
P	Casablanca	115.00	200.00	240.00	555.00	<i>111.00</i>	666.00
P-75%	Casablanca	86.25	150.00	180.00	416.25	<i>83.25</i>	499.50
C	Rabat	110.00	120.00	210.00	440.00	<i>140.80</i>	580.80
C-75%	Rabat	82.50	90.00	157.50	330.00	<i>105.60</i>	435.60
P	Rabat	110.00	120.00	210.00	440.00	<i>88.00</i>	528.00
P-75%	Rabat	82.50	90.00	157.50	330.00	<i>66.00</i>	396.00
C	Other	88.00	96.00	168.00	352.00	<i>112.64</i>	464.64
C-75%	Other	66.00	72.00	126.00	264.00	<i>84.48</i>	348.48
P	Other	88.00	96.00	168.00	352.00	<i>70.40</i>	422.40
P-75%	Other	66.00	72.00	126.00	264.00	<i>52.80</i>	316.80



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
Mozambique - Currency; dollar (US)							
C	Maputo	*	10.00	14.00	24.00	9.60	33.60
C-75%	Maputo	*	7.50	10.50	18.00	7.20	25.20
P	Maputo	*	10.00	14.00	24.00	6.00	30.00
P-75%	Maputo	*	7.50	10.50	18.00	4.50	22.50
C	Other	*	8.00	11.20	19.20	7.68	26.88
C-75%	Other	*	6.00	8.40	14.40	5.76	20.16
P	Other	*	8.00	11.20	19.20	4.80	24.00
P-75%	Other	*	6.00	8.40	14.40	3.60	18.00
Myanmar (Burma) - Currency; dollar (US)							
C	Rangoon	15.00	26.00	33.00	74.00	23.68	97.68
C-75%	Rangoon	11.25	19.50	24.75	55.50	17.76	73.26
P	Rangoon	15.00	26.00	33.00	74.00	14.80	88.80
P-75%	Rangoon	11.25	19.50	24.75	55.50	11.10	66.60
C	Other	12.00	20.80	26.40	59.20	18.94	78.14
C-75%	Other	9.00	15.60	19.80	44.40	14.21	58.61
P	Other	12.00	20.80	26.40	59.20	11.84	71.04



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P-75%	Other	9.00	15.60	19.80	44.40	8.88	53.28
Namibia - Currency; dollar (Namibia). NOTE: One Rate For Country							
C	Windhoek	*	90.00	117.00	207.00	82.80	289.80
C-75%	Windhoek	*	67.50	87.75	155.25	62.10	217.35
P	Windhoek	*	90.00	117.00	207.00	51.75	258.75
P-75%	Windhoek	*	67.50	87.75	155.25	38.81	194.06
Nauru - Currency; dollar (A). NOTE: One Rate For Country							
C	Yaren	*	*	*	*	40.00%	*
C-75%	Yaren	*	*	*	*	30.00%	*
P	Yaren	*	*	*	*	25.00%	*
P-75%	Yaren	*	*	*	*	18.75%	*
Nepal - Currency; rupee (NP)							
C	Kathmandu	500.00	840.00	1025.00	2365.00	756.80	3121.80
C-75%	Kathmandu	375.00	630.00	768.75	1773.75	567.60	2341.35
P	Kathmandu	500.00	840.00	1025.00	2365.00	473.00	2838.00



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P-75%	Kathmandu	375.00	630.00	768.75	1773.75	354.75	2128.50
C	Other	400.00	672.00	820.00	1892.00	605.44	2497.44
C-75%	Other	300.00	504.00	615.00	1419.00	454.08	1873.08
P	Other	400.00	672.00	820.00	1892.00	378.40	2270.40
P-75%	Other	300.00	504.00	615.00	1419.00	283.80	1702.80
Netherlands - Currency; euro							
C	Amsterdam	*	35.00	40.00	75.00	30.00	105.00
C-75%	Amsterdam	*	26.25	30.00	56.25	22.50	78.75
P	Amsterdam	*	35.00	40.00	75.00	18.75	93.75
P-75%	Amsterdam	*	26.25	30.00	56.25	14.06	70.31
C	The Hague	*	28.00	39.00	67.00	26.80	93.80
C-75%	The Hague	*	21.00	29.25	50.25	20.10	70.35
P	The Hague	*	28.00	39.00	67.00	16.75	83.75
P-75%	The Hague	*	21.00	29.25	50.25	12.56	62.81
C	Other	*	28.00	32.00	60.00	24.00	84.00
C-75%	Other	*	21.00	24.00	45.00	18.00	63.00
P	Other	*	28.00	32.00	60.00	15.00	75.00



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C = Commercial Accommodation P = Non-commercial Accommodation * = Reasonable and justifiable expenses. Receipts required.							
	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P-75%	Other	*	21.00	24.00	45.00	11.25	56.25
New Caledonia - Currency; franc (CFP). NOTE: One Rate For Country							
C	Noumea	*	2600.00	3400.00	6000.00	2400.00	8400.00
C-75%	Noumea	*	1950.00	2550.00	4500.00	1800.00	6300.00
P	Noumea	*	2600.00	3400.00	6000.00	1500.00	7500.00
P-75%	Noumea	*	1950.00	2550.00	4500.00	1125.00	5625.00
New Zealand - Currency; dollar (NZ)							
C	Auckland	25.00	45.00	58.00	128.00	40.96	168.96
C-75%	Auckland	18.75	33.75	43.50	96.00	30.72	126.72
P	Auckland	25.00	45.00	58.00	128.00	25.60	153.60
P-75%	Auckland	18.75	33.75	43.50	96.00	19.20	115.20
C	Wellington	25.00	45.00	58.00	128.00	40.96	168.96
C-75%	Wellington	18.75	33.75	43.50	96.00	30.72	126.72
P	Wellington	25.00	45.00	58.00	128.00	25.60	153.60
P-75%	Wellington	18.75	33.75	43.50	96.00	19.20	115.20
C	Other	20.00	36.00	46.40	102.40	32.77	135.17



Travel Directive

C = Commercial Accommodation P = Non-commercial Accommodation * = Reasonable and justifiable expenses. Receipts required.							
	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Other	15.00	27.00	34.80	76.80	24.58	101.38
P	Other	20.00	36.00	46.40	102.40	20.48	122.88
P-75%	Other	15.00	27.00	34.80	76.80	15.36	92.16
Nicaragua - Currency; dollar (US)							
C	Managua	9.00	12.60	20.40	42.00	13.44	55.44
C-75%	Managua	6.75	9.45	15.30	31.50	10.08	41.58
P	Managua	9.00	12.60	20.40	42.00	8.40	50.40
P-75%	Managua	6.75	9.45	15.30	31.50	6.30	37.80
C	Other	7.20	10.08	16.32	33.60	10.75	44.35
C-75%	Other	5.40	7.56	12.24	25.20	8.06	33.26
P	Other	7.20	10.08	16.32	33.60	6.72	40.32
P-75%	Other	5.40	7.56	12.24	25.20	5.04	30.24
Niger - Currency; franc (CFA)							
C	Niamey	7200.00	9400.00	13400.00	30000.00	9600.00	39600.00
C-75%	Niamey	5400.00	7050.00	10050.00	22500.00	7200.00	29700.00
P	Niamey	7200.00	9400.00	13400.00	30000.00	6000.00	36000.00



Travel Directive

C = Commercial Accommodation P = Non-commercial Accommodation * = Reasonable and justifiable expenses. Receipts required.							
	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P-75%	Niamey	5400.00	7050.00	10050.00	22500.00	4500.00	27000.00
C	Other	5760.00	7520.00	10720.00	24000.00	7680.00	31680.00
C-75%	Other	4320.00	5640.00	8040.00	18000.00	5760.00	23760.00
P	Other	5760.00	7520.00	10720.00	24000.00	4800.00	28800.00
P-75%	Other	4320.00	5640.00	8040.00	18000.00	3600.00	21600.00
Nigeria - Currency; naira							
C	Abuja	2100.00	2300.00	3600.00	8000.00	2560.00	10560.00
C-75%	Abuja	1575.00	1725.00	2700.00	6000.00	1920.00	7920.00
P	Abuja	2100.00	2300.00	3600.00	8000.00	1600.00	9600.00
P-75%	Abuja	1575.00	1725.00	2700.00	6000.00	1200.00	7200.00
C	Lagos	1900.00	3400.00	4000.00	9300.00	2976.00	12276.00
C-75%	Lagos	1425.00	2550.00	3000.00	6975.00	2232.00	9207.00
P	Lagos	1900.00	3400.00	4000.00	9300.00	1860.00	11160.00
P-75%	Lagos	1425.00	2550.00	3000.00	6975.00	1395.00	8370.00
C	Other	1680.00	1840.00	2880.00	6400.00	2048.00	8448.00
C-75%	Other	1260.00	1380.00	2160.00	4800.00	1536.00	6336.00
P	Other	1680.00	1840.00	2880.00	6400.00	1280.00	7680.00


Travel Directive

C = Commercial Accommodation P = Non-commercial Accommodation * = Reasonable and justifiable expenses. Receipts required.							
	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P-75%	Other	1260.00	1380.00	2160.00	4800.00	960.00	5760.00
Northern Ireland - Currency; pound. NOTE: One Rate For Country							
C	Belfast	9.60	11.40	16.00	37.00	11.84	48.84
C-75%	Belfast	7.20	8.55	12.00	27.75	8.88	36.63
P	Belfast	9.60	11.40	16.00	37.00	7.40	44.40
P-75%	Belfast	7.20	8.55	12.00	27.75	5.55	33.30
Norway - Currency; krone							
C	Jatta / Stavanger	*	225.00	325.00	550.00	220.00	770.00
C-75%	Jatta / Stavanger	*	168.75	243.75	412.50	165.00	577.50
P	Jatta / Stavanger	*	225.00	325.00	550.00	137.50	687.50
P-75%	Jatta / Stavanger	*	168.75	243.75	412.50	103.13	515.63
C	Oslo	*	250.00	375.00	625.00	250.00	875.00
C-75%	Oslo	*	187.50	281.25	468.75	187.50	656.25
P	Oslo	*	250.00	375.00	625.00	156.25	781.25
P-75%	Oslo	*	187.50	281.25	468.75	117.19	585.94
C	Other	*	200.00	300.00	500.00	200.00	700.00



Travel Directive

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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Other	*	150.00	225.00	375.00	150.00	525.00
P	Other	*	200.00	300.00	500.00	125.00	625.00
P-75%	Other	*	150.00	225.00	375.00	93.75	468.75
Oman - Currency; sul rial (Oman)							
C	Muscat	7.00	10.00	13.00	30.00	9.60	39.60
C-75%	Muscat	5.25	7.50	9.75	22.50	7.20	29.70
P	Muscat	7.00	10.00	13.00	30.00	6.00	36.00
P-75%	Muscat	5.25	7.50	9.75	22.50	4.50	27.00
C	Other	5.60	8.00	10.40	24.00	7.68	31.68
C-75%	Other	4.20	6.00	7.80	18.00	5.76	23.76
P	Other	5.60	8.00	10.40	24.00	4.80	28.80
P-75%	Other	4.20	6.00	7.80	18.00	3.60	21.60
Pakistan - Currency; rupee (PK)							
C	Islamabad	200.00	490.00	620.00	1310.00	419.20	1729.20
C-75%	Islamabad	150.00	367.50	465.00	982.50	314.40	1296.90
P	Islamabad	200.00	490.00	620.00	1310.00	262.00	1572.00



Travel Directive

C = Commercial Accommodation

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*** = Reasonable and justifiable expenses. Receipts required.**

	Country City	Breakfast	Lunch	Dinner	Meal Total	<i>Incidental Amount</i>	GRAND TOTAL (Taxes Included)
P-75%	Islamabad	150.00	367.50	465.00	982.50	<i>196.50</i>	1179.00
C	Karachi	*	520.00	680.00	1200.00	<i>480.00</i>	1680.00
C-75%	Karachi	*	390.00	510.00	900.00	<i>360.00</i>	1260.00
P	Karachi	*	520.00	680.00	1200.00	<i>300.00</i>	1500.00
P-75%	Karachi	*	390.00	510.00	900.00	<i>225.00</i>	1125.00
C	Lahore	285.00	615.00	695.00	1595.00	<i>510.40</i>	2105.40
C-75%	Lahore	213.75	461.25	521.25	1196.25	<i>382.80</i>	1579.05
P	Lahore	285.00	615.00	695.00	1595.00	<i>319.00</i>	1914.00
P-75%	Lahore	213.75	461.25	521.25	1196.25	<i>239.25</i>	1435.50
C	Other	160.00	392.00	496.00	1048.00	<i>335.36</i>	1383.36
C-75%	Other	120.00	294.00	372.00	786.00	<i>251.52</i>	1037.52
P	Other	160.00	392.00	496.00	1048.00	<i>209.60</i>	1257.60
P-75%	Other	120.00	294.00	372.00	786.00	<i>157.20</i>	943.20
	Panama - Currency; dollar (US)						
C	Panama City	8.00	15.00	23.00	46.00	<i>14.72</i>	60.72
C-75%	Panama City	6.00	11.25	17.25	34.50	<i>11.04</i>	45.54
P	Panama City	8.00	15.00	23.00	46.00	<i>9.20</i>	55.20



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P-75%	Panama City	6.00	11.25	17.25	34.50	6.90	41.40
C	Other	6.40	12.00	18.40	36.80	11.78	48.58
C-75%	Other	4.80	9.00	13.80	27.60	8.83	36.43
P	Other	6.40	12.00	18.40	36.80	7.36	44.16
P-75%	Other	4.80	9.00	13.80	27.60	5.52	33.12
Papua-New Guinea - Currency; kina							
C	Port Moresby	23.00	45.00	61.00	129.00	41.28	170.28
C-75%	Port Moresby	17.25	33.75	45.75	96.75	30.96	127.71
P	Port Moresby	23.00	45.00	61.00	129.00	25.80	154.80
P-75%	Port Moresby	17.25	33.75	45.75	96.75	19.35	116.10
C	Other	18.40	36.00	48.80	103.20	33.02	136.22
C-75%	Other	13.80	27.00	36.60	77.40	24.77	102.17
P	Other	18.40	36.00	48.80	103.20	20.64	123.84
P-75%	Other	13.80	27.00	36.60	77.40	15.48	92.88
Paraguay - Currency; guarani							
C	Asuncion	*	55000.00	70000.00	125000.00	50000.00	175000.00



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Asuncion	*	41250.00	52500.00	93750.00	37500.00	131250.00
P	Asuncion	*	55000.00	70000.00	125000.00	31250.00	156250.00
P-75%	Asuncion	*	41250.00	52500.00	93750.00	23437.50	117187.50
C	Other	*	44000.00	56000.00	100000.00	40000.00	140000.00
C-75%	Other	*	33000.00	42000.00	75000.00	30000.00	105000.00
P	Other	*	44000.00	56000.00	100000.00	25000.00	125000.00
P-75%	Other	*	33000.00	42000.00	75000.00	18750.00	93750.00
	Peru - Currency; dollar (CDN)						
C	Lima	13.00	24.00	30.00	67.00	21.44	88.44
C-75%	Lima	9.75	18.00	22.50	50.25	16.08	66.33
P	Lima	13.00	24.00	30.00	67.00	13.40	80.40
P-75%	Lima	9.75	18.00	22.50	50.25	10.05	60.30
C	Other	10.40	19.20	24.00	53.60	17.15	70.75
C-75%	Other	7.80	14.40	18.00	40.20	12.86	53.06
P	Other	10.40	19.20	24.00	53.60	10.72	64.32
P-75%	Other	7.80	14.40	18.00	40.20	8.04	48.24



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
Philippines - Currency; peso (P)							
C	Manila	*	700.00	1000.00	1700.00	680.00	2380.00
C-75%	Manila	*	525.00	750.00	1275.00	510.00	1785.00
P	Manila	*	700.00	1000.00	1700.00	425.00	2125.00
P-75%	Manila	*	525.00	750.00	1275.00	318.75	1593.75
C	Other	*	560.00	800.00	1360.00	544.00	1904.00
C-75%	Other	*	420.00	600.00	1020.00	408.00	1428.00
P	Other	*	560.00	800.00	1360.00	340.00	1700.00
P-75%	Other	*	420.00	600.00	1020.00	255.00	1275.00
Pitcairn Islands - Currency; dollar (NZ). NOTE: One Rate For Country							
C	Adamstown	*	*	*	*	40.00%	*
C-75%	Adamstown	*	*	*	*	30.00%	*
P	Adamstown	*	*	*	*	25.00%	*
P-75%	Adamstown	*	*	*	*	18.75%	*
Poland - Currency; dollar (US)							



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	Country City	Breakfast	Lunch	Dinner	Meal Total	<i>Incidental Amount</i>	GRAND TOTAL (Taxes Included)
C	Warsaw	29.00	27.00	34.00	90.00	<i>28.80</i>	118.80
C-75%	Warsaw	21.75	20.25	25.50	67.50	<i>21.60</i>	89.10
P	Warsaw	29.00	27.00	34.00	90.00	<i>18.00</i>	108.00
P-75%	Warsaw	21.75	20.25	25.50	67.50	<i>13.50</i>	81.00
C	Other	23.20	21.60	27.20	72.00	<i>23.04</i>	95.04
C-75%	Other	17.40	16.20	20.40	54.00	<i>17.28</i>	71.28
P	Other	23.20	21.60	27.20	72.00	<i>14.40</i>	86.40
P-75%	Other	17.40	16.20	20.40	54.00	<i>10.80</i>	64.80
	Portugal - Currency; euro						
C	Lisbon	*	16.00	26.00	42.00	<i>16.80</i>	58.80
C-75%	Lisbon	*	12.00	19.50	31.50	<i>12.60</i>	44.10
P	Lisbon	*	16.00	26.00	42.00	<i>10.50</i>	52.50
P-75%	Lisbon	*	12.00	19.50	31.50	<i>7.88</i>	39.38
C	Other / Azores	*	12.80	20.80	33.60	<i>13.44</i>	47.04
C-75%	Other / Azores	*	9.60	15.60	25.20	<i>10.08</i>	35.28
P	Other / Azores	*	12.80	20.80	33.60	<i>8.40</i>	42.00
P-75%	Other / Azores	*	9.60	15.60	25.20	<i>6.30</i>	31.50



Travel Directive

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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
Puerto Rico - Currency; dollar (US). NOTE: One Rate For Country							
C	San Juan	14.00	36.00	43.00	93.00	29.76	122.76
C-75%	San Juan	10.50	27.00	32.25	69.75	22.32	92.07
P	San Juan	14.00	36.00	43.00	93.00	18.60	111.60
P-75%	San Juan	10.50	27.00	32.25	69.75	13.95	83.70
Qatar - Currency; riyal (Q). NOTE: One Rate For Country							
C	Doha	66.00	85.00	118.00	269.00	86.08	355.08
C-75%	Doha	49.50	63.75	88.50	201.75	64.56	266.31
P	Doha	66.00	85.00	118.00	269.00	53.80	322.80
P-75%	Doha	49.50	63.75	88.50	201.75	40.35	242.10
Réunion - Currency; euro. NOTE: One Rate For Country							
C	Saint-Denis	*	*	*	*	40.00%	*
C-75%	Saint-Denis	*	*	*	*	30.00%	*
P	Saint-Denis	*	*	*	*	25.00%	*
P-75%	Saint-Denis	*	*	*	*	18.75%	*



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
Romania - Currency; dollar (US)							
C	Bucharest	16.00	14.00	20.00	50.00	16.00	66.00
C-75%	Bucharest	12.00	10.50	15.00	37.50	12.00	49.50
P	Bucharest	16.00	14.00	20.00	50.00	10.00	60.00
P-75%	Bucharest	12.00	10.50	15.00	37.50	7.50	45.00
C	Other	12.80	11.20	16.00	40.00	12.80	52.80
C-75%	Other	9.60	8.40	12.00	30.00	9.60	39.60
P	Other	12.80	11.20	16.00	40.00	8.00	48.00
P-75%	Other	9.60	8.40	12.00	30.00	6.00	36.00
Russia - Currency; dollar (US)							
C	Moscow	14.00	31.00	43.00	88.00	28.16	116.16
C-75%	Moscow	10.50	23.25	32.25	66.00	21.12	87.12
P	Moscow	14.00	31.00	43.00	88.00	17.60	105.60
P-75%	Moscow	10.50	23.25	32.25	66.00	13.20	79.20
C	St. Petersburg	23.00	33.00	44.00	100.00	32.00	132.00



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	St. Petersburg	17.25	24.75	33.00	75.00	24.00	99.00
P	St. Petersburg	23.00	33.00	44.00	100.00	20.00	120.00
P-75%	St. Petersburg	17.25	24.75	33.00	75.00	15.00	90.00
C	Other	11.20	24.80	34.40	70.40	22.53	92.93
C-75%	Other	8.40	18.60	25.80	52.80	16.90	69.70
P	Other	11.20	24.80	34.40	70.40	14.08	84.48
P-75%	Other	8.40	18.60	25.80	52.80	10.56	63.36
Rwanda - Currency; franc (R)							
C	Kigali	*	10000.00	13000.00	23000.00	9200.00	32200.00
C-75%	Kigali	*	7500.00	9750.00	17250.00	6900.00	24150.00
P	Kigali	*	10000.00	13000.00	23000.00	5750.00	28750.00
P-75%	Kigali	*	7500.00	9750.00	17250.00	4312.50	21562.50
C	Other	*	8000.00	10400.00	18400.00	7360.00	25760.00
C-75%	Other	*	6000.00	7800.00	13800.00	5520.00	19320.00
P	Other	*	8000.00	10400.00	18400.00	4600.00	23000.00
P-75%	Other	*	6000.00	7800.00	13800.00	3450.00	17250.00



Travel Directive

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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
Samoa - Currency; tala. NOTE: One Rate For Country							
C	Apia	22.00	40.00	60.00	122.00	39.04	161.04
C-75%	Apia	16.50	30.00	45.00	91.50	29.28	120.78
P	Apia	22.00	40.00	60.00	122.00	24.40	146.40
P-75%	Apia	16.50	30.00	45.00	91.50	18.30	109.80
San Marino - Currency; euro. NOTE: One Rate For Country							
C	San Marino	*	*	*	*	40.00%	*
C-75%	San Marino	*	*	*	*	30.00%	*
P	San Marino	*	*	*	*	25.00%	*
P-75%	San Marino	*	*	*	*	18.75%	*
Sao Tomé and Príncipe - Currency; dollar (US). NOTE: One Rate For Country							
C	Sao Tomé	8.00	18.00	20.00	46.00	14.72	60.72
C-75%	Sao Tomé	6.00	13.50	15.00	34.50	11.04	45.54
P	Sao Tomé	8.00	18.00	20.00	46.00	9.20	55.20
P-75%	Sao Tomé	6.00	13.50	15.00	34.50	6.90	41.40



Travel Directive

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*** = Reasonable and justifiable expenses. Receipts required.**

	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
Saudi Arabia - Currency; riyal (S)							
C	Jeddah	72.00	88.00	135.00	295.00	<i>94.40</i>	389.40
C-75%	Jeddah	54.00	66.00	101.25	221.25	<i>70.80</i>	292.05
P	Jeddah	72.00	88.00	135.00	295.00	<i>59.00</i>	354.00
P-75%	Jeddah	54.00	66.00	101.25	221.25	<i>44.25</i>	265.50
C	Riyadh	68.00	130.00	160.00	358.00	<i>114.56</i>	472.56
C-75%	Riyadh	51.00	97.50	120.00	268.50	<i>85.92</i>	354.42
P	Riyadh	68.00	130.00	160.00	358.00	<i>71.60</i>	429.60
P-75%	Riyadh	51.00	97.50	120.00	268.50	<i>53.70</i>	322.20
C	Other	54.40	104.00	128.00	286.40	<i>91.65</i>	378.05
C-75%	Other	40.80	78.00	96.00	214.80	<i>68.74</i>	283.54
P	Other	54.40	104.00	128.00	286.40	<i>57.28</i>	343.68
P-75%	Other	40.80	78.00	96.00	214.80	<i>42.96</i>	257.76
Senegal - Currency; franc (CFA)							
C	Dakar	9000.00	11000.00	14000.00	34000.00	<i>10880.00</i>	44880.00
C-75%	Dakar	6750.00	8250.00	10500.00	25500.00	<i>8160.00</i>	33660.00
P	Dakar	9000.00	11000.00	14000.00	34000.00	<i>6800.00</i>	40800.00



Travel Directive

C = Commercial Accommodation P = Non-commercial Accommodation * = Reasonable and justifiable expenses. Receipts required.							
	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P-75%	Dakar	6750.00	8250.00	10500.00	25500.00	5100.00	30600.00
C	Other	7200.00	8800.00	11200.00	27200.00	8704.00	35904.00
C-75%	Other	5400.00	6600.00	8400.00	20400.00	6528.00	26928.00
P	Other	7200.00	8800.00	11200.00	27200.00	5440.00	32640.00
P-75%	Other	5400.00	6600.00	8400.00	20400.00	4080.00	24480.00
Serbia and Montenegro - Currency; euro							
C	Belgrade	*	13.50	19.00	32.50	13.00	45.50
C-75%	Belgrade	*	10.13	14.25	24.38	9.75	34.13
P	Belgrade	*	13.50	19.00	32.50	8.13	40.63
P-75%	Belgrade	*	10.13	14.25	24.38	6.09	30.47
C	Kosovo - includes Pristina	*	12.00	19.00	31.00	12.40	43.40
C-75%	Kosovo - includes Pristina	*	9.00	14.25	23.25	9.30	32.55
P	Kosovo - includes Pristina	*	12.00	19.00	31.00	7.75	38.75
P-75%	Kosovo - includes Pristina	*	9.00	14.25	23.25	5.81	29.06
C	Podgorica	6.00	10.00	16.00	32.00	10.24	42.24



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Podgorica	4.50	7.50	12.00	24.00	7.68	31.68
P	Podgorica	6.00	10.00	16.00	32.00	6.40	38.40
P-75%	Podgorica	4.50	7.50	12.00	24.00	4.80	28.80
C	Other	*	10.80	15.20	26.00	10.40	36.40
C-75%	Other	*	8.10	11.40	19.50	7.80	27.30
P	Other	*	10.80	15.20	26.00	6.50	32.50
P-75%	Other	*	8.10	11.40	19.50	4.88	24.38
Seychelles - Currency; rupee (SEY). NOTE: One Rate For Country							
C	Victoria	50.00	100.00	160.00	310.00	99.20	409.20
C-75%	Victoria	37.50	75.00	120.00	232.50	74.40	306.90
P	Victoria	50.00	100.00	160.00	310.00	62.00	372.00
P-75%	Victoria	37.50	75.00	120.00	232.50	46.50	279.00
Sierra Leone - Currency; leone							
C	Freetown	34000.00	53000.00	67000.00	154000.00	49280.00	203280.00
C-75%	Freetown	25500.00	39750.00	50250.00	115500.00	36960.00	152460.00
P	Freetown	34000.00	53000.00	67000.00	154000.00	30800.00	184800.00



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P-75%	Freetown	25500.00	39750.00	50250.00	115500.00	23100.00	138600.00
C	Other	27200.00	42400.00	53600.00	123200.00	39424.00	162624.00
C-75%	Other	20400.00	31800.00	40200.00	92400.00	29568.00	121968.00
P	Other	27200.00	42400.00	53600.00	123200.00	24640.00	147840.00
P-75%	Other	20400.00	31800.00	40200.00	92400.00	18480.00	110880.00
Singapore - Currency; dollar (S). NOTE: One Rate For Country							
C	Singapore	22.00	27.00	48.00	97.00	31.04	128.04
C-75%	Singapore	16.50	20.25	36.00	72.75	23.28	96.03
P	Singapore	22.00	27.00	48.00	97.00	19.40	116.40
P-75%	Singapore	16.50	20.25	36.00	72.75	14.55	87.30
Slovakia - Currency; koruna							
C	Bratislava	490.00	530.00	760.00	1780.00	569.60	2349.60
C-75%	Bratislava	367.50	397.50	570.00	1335.00	427.20	1762.20
P	Bratislava	490.00	530.00	760.00	1780.00	356.00	2136.00
P-75%	Bratislava	367.50	397.50	570.00	1335.00	267.00	1602.00
C	Other	392.00	424.00	608.00	1424.00	455.68	1879.68



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Other	294.00	318.00	456.00	1068.00	341.76	1409.76
P	Other	392.00	424.00	608.00	1424.00	284.80	1708.80
P-75%	Other	294.00	318.00	456.00	1068.00	213.60	1281.60
Slovenia - Currency; dollar (US)							
C	Ljubljana	*	16.00	23.00	39.00	15.60	54.60
C-75%	Ljubljana	*	12.00	17.25	29.25	11.70	40.95
P	Ljubljana	*	16.00	23.00	39.00	9.75	48.75
P-75%	Ljubljana	*	12.00	17.25	29.25	7.31	36.56
C	Other	*	12.80	18.40	31.20	12.48	43.68
C-75%	Other	*	9.60	13.80	23.40	9.36	32.76
P	Other	*	12.80	18.40	31.20	7.80	39.00
P-75%	Other	*	9.60	13.80	23.40	5.85	29.25



Travel Directive

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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
Solomon Islands - Currency; dollar (SI). NOTE: One Rate For Country							
C	Honiara	25.00	50.00	75.00	150.00	48.00	198.00
C-75%	Honiara	18.75	37.50	56.25	112.50	36.00	148.50
P	Honiara	25.00	50.00	75.00	150.00	30.00	180.00
P-75%	Honiara	18.75	37.50	56.25	112.50	22.50	135.00
Somalia - Currency; schilling. NOTE: One Rate For Country							
C	Mogadiscio	*	*	*	*	40.00%	*
C-75%	Mogadiscio	*	*	*	*	30.00%	*
P	Mogadiscio	*	*	*	*	25.00%	*
P-75%	Mogadiscio	*	*	*	*	18.75%	*
South Africa - Currency; rand							
C	Cape Town	95.00	100.00	135.00	330.00	105.60	435.60
C-75%	Cape Town	71.25	75.00	101.25	247.50	79.20	326.70
P	Cape Town	95.00	100.00	135.00	330.00	66.00	396.00
P-75%	Cape Town	71.25	75.00	101.25	247.50	49.50	297.00
C	Durban	78.00	90.00	108.00	276.00	88.32	364.32



Travel Directive

C = Commercial Accommodation

P = Non-commercial Accommodation

* = Reasonable and justifiable expenses. Receipts required.

	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Durban	58.50	67.50	81.00	207.00	66.24	273.24
P	Durban	78.00	90.00	108.00	276.00	55.20	331.20
P-75%	Durban	58.50	67.50	81.00	207.00	41.40	248.40
C	Johannesburg	75.00	88.00	120.00	283.00	90.56	373.56
C-75%	Johannesburg	56.25	66.00	90.00	212.25	67.92	280.17
P	Johannesburg	75.00	88.00	120.00	283.00	56.60	339.60
P-75%	Johannesburg	56.25	66.00	90.00	212.25	42.45	254.70
C	Pretoria	50.00	68.00	100.00	218.00	69.76	287.76
C-75%	Pretoria	37.50	51.00	75.00	163.50	52.32	215.82
P	Pretoria	50.00	68.00	100.00	218.00	43.60	261.60
P-75%	Pretoria	37.50	51.00	75.00	163.50	32.70	196.20
C	Other	40.00	54.40	80.00	174.40	55.81	230.21
C-75%	Other	30.00	40.80	60.00	130.80	41.86	172.66
P	Other	40.00	54.40	80.00	174.40	34.88	209.28
P-75%	Other	30.00	40.80	60.00	130.80	26.16	156.96
	Spain - Currency; euro						
C	Barcelona	16.00	22.00	26.00	64.00	20.48	84.48



Travel Directive

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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Barcelona	12.00	16.50	19.50	48.00	15.36	63.36
P	Barcelona	16.00	22.00	26.00	64.00	12.80	76.80
P-75%	Barcelona	12.00	16.50	19.50	48.00	9.60	57.60
C	Madrid	16.00	22.00	30.00	68.00	21.76	89.76
C-75%	Madrid	12.00	16.50	22.50	51.00	16.32	67.32
P	Madrid	16.00	22.00	30.00	68.00	13.60	81.60
P-75%	Madrid	12.00	16.50	22.50	51.00	10.20	61.20
C	Other	12.80	17.60	24.00	54.40	17.41	71.81
C-75%	Other	9.60	13.20	18.00	40.80	13.06	53.86
P	Other	12.80	17.60	24.00	54.40	10.88	65.28
P-75%	Other	9.60	13.20	18.00	40.80	8.16	48.96
	Sri Lanka - Currency; rupee (SL)						
C	Colombo	900.00	990.00	1540.00	3430.00	1097.60	4527.60
C-75%	Colombo	675.00	742.50	1155.00	2572.50	823.20	3395.70
P	Colombo	900.00	990.00	1540.00	3430.00	686.00	4116.00
P-75%	Colombo	675.00	742.50	1155.00	2572.50	514.50	3087.00
C	Other	720.00	792.00	1232.00	2744.00	878.08	3622.08



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Other	540.00	594.00	924.00	2058.00	658.56	2716.56
P	Other	720.00	792.00	1232.00	2744.00	548.80	3292.80
P-75%	Other	540.00	594.00	924.00	2058.00	411.60	2469.60
St. Helena - Currency; pound. NOTE: One Rate For Country							
C	Jamestown	*	*	*	*	40.00%	*
C-75%	Jamestown	*	*	*	*	30.00%	*
P	Jamestown	*	*	*	*	25.00%	*
P-75%	Jamestown	*	*	*	*	18.75%	*
St. Kitts & Nevis - Currency; dollar (US). NOTE: One Rate For Country							
C	Basseterre	14.00	21.00	53.00	88.00	28.16	116.16
C-75%	Basseterre	10.50	15.75	39.75	66.00	21.12	87.12
P	Basseterre	14.00	21.00	53.00	88.00	17.60	105.60
P-75%	Basseterre	10.50	15.75	39.75	66.00	13.20	79.20
St. Lucia - Currency; dollar (EC). NOTE: One Rate For Country							
C	Castries	23.00	50.00	90.00	163.00	52.16	215.16


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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Castries	17.25	37.50	67.50	122.25	39.12	161.37
P	Castries	23.00	50.00	90.00	163.00	32.60	195.60
P-75%	Castries	17.25	37.50	67.50	122.25	24.45	146.70
St. Pierre et Miquelon Islands - Currency; euro. NOTE: One Rate For Country							
C	Saint-Pierre	*	*	*	*	40.00%	*
C-75%	Saint-Pierre	*	*	*	*	30.00%	*
P	Saint-Pierre	*	*	*	*	25.00%	*
P-75%	Saint-Pierre	*	*	*	*	18.75%	*
St. Vincent - Currency; dollar (EC). NOTE: One Rate For Country							
C	Kingstown	24.00	33.00	90.00	147.00	47.04	194.04
C-75%	Kingstown	18.00	24.75	67.50	110.25	35.28	145.53
P	Kingstown	24.00	33.00	90.00	147.00	29.40	176.40
P-75%	Kingstown	18.00	24.75	67.50	110.25	22.05	132.30
Sudan - Currency; dollar (CDN)							
C	Khartoum	22.00	33.00	47.00	102.00	32.64	134.64



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Khartoum	16.50	24.75	35.25	76.50	24.48	100.98
P	Khartoum	22.00	33.00	47.00	102.00	20.40	122.40
P-75%	Khartoum	16.50	24.75	35.25	76.50	15.30	91.80
C	Other	17.60	26.40	37.60	81.60	26.11	107.71
C-75%	Other	13.20	19.80	28.20	61.20	19.58	80.78
P	Other	17.60	26.40	37.60	81.60	16.32	97.92
P-75%	Other	13.20	19.80	28.20	61.20	12.24	73.44
Suriname - Currency; dollar (CDN). NOTE: One Rate For Country							
C	Paramaribo	*	18.00	27.00	45.00	18.00	63.00
C-75%	Paramaribo	*	13.50	20.25	33.75	13.50	47.25
P	Paramaribo	*	18.00	27.00	45.00	11.25	56.25
P-75%	Paramaribo	*	13.50	20.25	33.75	8.44	42.19
Swaziland - Currency; rand. NOTE: One Rate For Country							
C	Mbabane	30.00	100.00	125.00	255.00	81.60	336.60
C-75%	Mbabane	22.50	75.00	93.75	191.25	61.20	252.45
P	Mbabane	30.00	100.00	125.00	255.00	51.00	306.00



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P-75%	Mbabane	22.50	75.00	93.75	191.25	38.25	229.50
Sweden - Currency; krona							
C	Stockholm	175.00	155.00	300.00	630.00	201.60	831.60
C-75%	Stockholm	131.25	116.25	225.00	472.50	151.20	623.70
P	Stockholm	175.00	155.00	300.00	630.00	126.00	756.00
P-75%	Stockholm	131.25	116.25	225.00	472.50	94.50	567.00
C	Other	140.00	124.00	240.00	504.00	161.28	665.28
C-75%	Other	105.00	93.00	180.00	378.00	120.96	498.96
P	Other	140.00	124.00	240.00	504.00	100.80	604.80
P-75%	Other	105.00	93.00	180.00	378.00	75.60	453.60
Switzerland - Currency; franc (SW)							
C	Bern	21.00	25.00	44.00	90.00	28.80	118.80
C-75%	Bern	15.75	18.75	33.00	67.50	21.60	89.10
P	Bern	21.00	25.00	44.00	90.00	18.00	108.00
P-75%	Bern	15.75	18.75	33.00	67.50	13.50	81.00
C	Davos	*	32.00	50.00	82.00	32.80	114.80



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Davos	*	24.00	37.50	61.50	24.60	86.10
P	Davos	*	32.00	50.00	82.00	20.50	102.50
P-75%	Davos	*	24.00	37.50	61.50	15.38	76.88
C	Geneva	32.00	36.00	56.00	124.00	39.68	163.68
C-75%	Geneva	24.00	27.00	42.00	93.00	29.76	122.76
P	Geneva	32.00	36.00	56.00	124.00	24.80	148.80
P-75%	Geneva	24.00	27.00	42.00	93.00	18.60	111.60
C	Zurich	25.00	38.00	56.00	119.00	38.08	157.08
C-75%	Zurich	18.75	28.50	42.00	89.25	28.56	117.81
P	Zurich	25.00	38.00	56.00	119.00	23.80	142.80
P-75%	Zurich	18.75	28.50	42.00	89.25	17.85	107.10
C	Other	16.80	20.00	35.20	72.00	23.04	95.04
C-75%	Other	12.60	15.00	26.40	54.00	17.28	71.28
P	Other	16.80	20.00	35.20	72.00	14.40	86.40
P-75%	Other	12.60	15.00	26.40	54.00	10.80	64.80
	Syria - Currency; pound (£)						
C	Damascus	680.00	700.00	900.00	2280.00	729.60	3009.60



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Damascus	510.00	525.00	675.00	1710.00	547.20	2257.20
P	Damascus	680.00	700.00	900.00	2280.00	456.00	2736.00
P-75%	Damascus	510.00	525.00	675.00	1710.00	342.00	2052.00
C	Other	544.00	560.00	720.00	1824.00	583.68	2407.68
C-75%	Other	408.00	420.00	540.00	1368.00	437.76	1805.76
P	Other	544.00	560.00	720.00	1824.00	364.80	2188.80
P-75%	Other	408.00	420.00	540.00	1368.00	273.60	1641.60
Taiwan - Currency; dollar (New T). NOTE: One Rate For Country							
C	Taipei	*	585.00	1031.00	1616.00	646.40	2262.40
C-75%	Taipei	*	438.75	773.25	1212.00	484.80	1696.80
P	Taipei	*	585.00	1031.00	1616.00	404.00	2020.00
P-75%	Taipei	*	438.75	773.25	1212.00	303.00	1515.00
Tajikistan - Currency; dollar (US). NOTE: One Rate For Country							
C	Dushanbe	3.00	5.00	8.00	16.00	5.12	21.12
C-75%	Dushanbe	2.25	3.75	6.00	12.00	3.84	15.84
P	Dushanbe	3.00	5.00	8.00	16.00	3.20	19.20



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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P-75%	Dushanbe	2.25	3.75	6.00	12.00	2.40	14.40
Tanzania - Currency; dollar (CDN)							
C	Dar-es-Salaam	12.00	16.00	20.00	48.00	15.36	63.36
C-75%	Dar-es-Salaam	9.00	12.00	15.00	36.00	11.52	47.52
P	Dar-es-Salaam	12.00	16.00	20.00	48.00	9.60	57.60
P-75%	Dar-es-Salaam	9.00	12.00	15.00	36.00	7.20	43.20
C	Other	9.60	12.80	16.00	38.40	12.29	50.69
C-75%	Other	7.20	9.60	12.00	28.80	9.22	38.02
P	Other	9.60	12.80	16.00	38.40	7.68	46.08
P-75%	Other	7.20	9.60	12.00	28.80	5.76	34.56
Thailand - Currency; dollar (US)							
C	Bangkok	14.00	16.00	23.00	53.00	16.96	69.96
C-75%	Bangkok	10.50	12.00	17.25	39.75	12.72	52.47
P	Bangkok	14.00	16.00	23.00	53.00	10.60	63.60
P-75%	Bangkok	10.50	12.00	17.25	39.75	7.95	47.70
C	Phuket (& Krabi)	11.20	12.80	18.40	42.40	13.57	55.97



Travel Directive

C = Commercial Accommodation P = Non-commercial Accommodation * = Reasonable and justifiable expenses. Receipts required.							
	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Phuket (& Krabi)	8.40	9.60	13.80	31.80	10.18	41.98
P	Phuket (& Krabi)	11.20	12.80	18.40	42.40	8.48	50.88
P-75%	Phuket (& Krabi)	8.40	9.60	13.80	31.80	6.36	38.16
C	Other	11.20	12.80	18.40	42.40	13.57	55.97
C-75%	Other	8.40	9.60	13.80	31.80	10.18	41.98
P	Other	11.20	12.80	18.40	42.40	8.48	50.88
P-75%	Other	8.40	9.60	13.80	31.80	6.36	38.16
	Togo - Currency; franc (CFA)						
C	Lomé	3900.00	5500.00	12600.00	22000.00	7040.00	29040.00
C-75%	Lomé	2925.00	4125.00	9450.00	16500.00	5280.00	21780.00
P	Lomé	3900.00	5500.00	12600.00	22000.00	4400.00	26400.00
P-75%	Lomé	2925.00	4125.00	9450.00	16500.00	3300.00	19800.00
C	Other	3120.00	4400.00	10080.00	17600.00	5632.00	23232.00
C-75%	Other	2340.00	3300.00	7560.00	13200.00	4224.00	17424.00
P	Other	3120.00	4400.00	10080.00	17600.00	3520.00	21120.00
P-75%	Other	2340.00	3300.00	7560.00	13200.00	2640.00	15840.00



Travel Directive

C = Commercial Accommodation P = Non-commercial Accommodation * = Reasonable and justifiable expenses. Receipts required.							
	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
Tonga - Currency; pa'anga. NOTE: One Rate For Country							
C	Nuku'alofa	*	*	*	*	40.00%	*
C-75%	Nuku'alofa	*	*	*	*	30.00%	*
P	Nuku'alofa	*	*	*	*	25.00%	*
P-75%	Nuku'alofa	*	*	*	*	18.75%	*
Trinidad and Tobago - Currency; dollar (TT)							
C	Port of Spain	54.00	80.00	130.00	264.00	84.48	348.48
C-75%	Port of Spain	40.50	60.00	97.50	198.00	63.36	261.36
P	Port of Spain	54.00	80.00	130.00	264.00	52.80	316.80
P-75%	Port of Spain	40.50	60.00	97.50	198.00	39.60	237.60
C	Tobago	65.00	80.00	130.00	275.00	88.00	363.00
C-75%	Tobago	48.75	60.00	97.50	206.25	66.00	272.25
P	Tobago	65.00	80.00	130.00	275.00	55.00	330.00
P-75%	Tobago	48.75	60.00	97.50	206.25	41.25	247.50
Tunisia - Currency; dinar (T)							
C	Tunis	14.00	21.00	30.00	65.00	20.80	85.80



Travel Directive

C = Commercial Accommodation P = Non-commercial Accommodation * = Reasonable and justifiable expenses. Receipts required.							
	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Tunis	10.50	15.75	22.50	48.75	15.60	64.35
P	Tunis	14.00	21.00	30.00	65.00	13.00	78.00
P-75%	Tunis	10.50	15.75	22.50	48.75	9.75	58.50
C	Other	11.20	16.80	24.00	52.00	16.64	68.64
C-75%	Other	8.40	12.60	18.00	39.00	12.48	51.48
P	Other	11.20	16.80	24.00	52.00	10.40	62.40
P-75%	Other	8.40	12.60	18.00	39.00	7.80	46.80
	Turkey - Currency; dollar (US)						
C	Ankara	9.00	21.00	29.00	59.00	18.88	77.88
C-75%	Ankara	6.75	15.75	21.75	44.25	14.16	58.41
P	Ankara	9.00	21.00	29.00	59.00	11.80	70.80
P-75%	Ankara	6.75	15.75	21.75	44.25	8.85	53.10
C	Other	7.20	16.80	23.20	47.20	15.10	62.30
C-75%	Other	5.40	12.60	17.40	35.40	11.33	46.73
P	Other	7.20	16.80	23.20	47.20	9.44	56.64
P-75%	Other	5.40	12.60	17.40	35.40	7.08	42.48



Travel Directive

C = Commercial Accommodation

P = Non-commercial Accommodation

*** = Reasonable and justifiable expenses. Receipts required.**

	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
Turkmenistan - Currency; manat. NOTE: One Rate For Country							
C	Ashgabat	59000.00	122500.00	146000.00	327500.00	104800.00	432300.00
C-75%	Ashgabat	44250.00	91875.00	109500.00	245625.00	78600.00	324225.00
P	Ashgabat	59000.00	122500.00	146000.00	327500.00	65500.00	393000.00
P-75%	Ashgabat	44250.00	91875.00	109500.00	245625.00	49125.00	294750.00
Turks and Caicos - Currency; dollar (US). NOTE: One Rate For Country							
Providenciales:							
C	Provo	12.00	25.00	33.00	70.00	22.40	92.40
C-75%	Provo	9.00	18.75	24.75	52.50	16.80	69.30
P	Provo	12.00	25.00	33.00	70.00	14.00	84.00
P-75%	Provo	9.00	18.75	24.75	52.50	10.50	63.00
Grand Turk:							
C	Cockburn Town	8.00	14.00	33.00	55.00	17.60	72.60
C-75%	Cockburn Town	6.00	10.50	24.75	41.25	13.20	54.45
P	Cockburn Town	8.00	14.00	33.00	55.00	11.00	66.00
P-75%	Cockburn Town	6.00	10.50	24.75	41.25	8.25	49.50



Travel Directive

C = Commercial Accommodation P = Non-commercial Accommodation * = Reasonable and justifiable expenses. Receipts required.							
	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
Tuvalu - Currency; dollar (A). NOTE: One Rate For Country							
C	Funafuti	*	*	*	*	40.00%	*
C-75%	Funafuti	*	*	*	*	30.00%	*
P	Funafuti	*	*	*	*	25.00%	*
P-75%	Funafuti	*	*	*	*	18.75%	*
Uganda - Currency; dollar (US)							
C	Kampala	7.00	13.00	15.00	35.00	11.20	46.20
C-75%	Kampala	5.25	9.75	11.25	26.25	8.40	34.65
P	Kampala	7.00	13.00	15.00	35.00	7.00	42.00
P-75%	Kampala	5.25	9.75	11.25	26.25	5.25	31.50
C	Other	5.60	10.40	12.00	28.00	8.96	36.96
C-75%	Other	4.20	7.80	9.00	21.00	6.72	27.72
P	Other	5.60	10.40	12.00	28.00	5.60	33.60
P-75%	Other	4.20	7.80	9.00	21.00	4.20	25.20
Ukraine - Currency; dollar (US)							



Travel Directive

C = Commercial Accommodation P = Non-commercial Accommodation * = Reasonable and justifiable expenses. Receipts required.							
	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C	Kyiv	8.00	19.00	31.00	58.00	18.56	76.56
C-75%	Kyiv	6.00	14.25	23.25	43.50	13.92	57.42
P	Kyiv	8.00	19.00	31.00	58.00	11.60	69.60
P-75%	Kyiv	6.00	14.25	23.25	43.50	8.70	52.20
C	Other	6.40	15.20	24.80	46.40	14.85	61.25
C-75%	Other	4.80	11.40	18.60	34.80	11.14	45.94
P	Other	6.40	15.20	24.80	46.40	9.28	55.68
P-75%	Other	4.80	11.40	18.60	34.80	6.96	41.76
	United Arab Emirates - Currency; dirham						
C	Abu Dhabi	50.00	93.00	124.00	267.00	85.44	352.44
C-75%	Abu Dhabi	37.50	69.75	93.00	200.25	64.08	264.33
P	Abu Dhabi	50.00	93.00	124.00	267.00	53.40	320.40
P-75%	Abu Dhabi	37.50	69.75	93.00	200.25	40.05	240.30
C	Dubai	38.00	70.00	92.00	200.00	64.00	264.00
C-75%	Dubai	28.50	52.50	69.00	150.00	48.00	198.00
P	Dubai	38.00	70.00	92.00	200.00	40.00	240.00



Travel Directive

C = Commercial Accommodation P = Non-commercial Accommodation * = Reasonable and justifiable expenses. Receipts required.							
	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P-75%	Dubai	28.50	52.50	69.00	150.00	30.00	180.00
C	Other	40.00	74.40	99.20	213.60	68.35	281.95
C-75%	Other	30.00	55.80	74.40	160.20	51.26	211.46
P	Other	40.00	74.40	99.20	213.60	42.72	256.32
P-75%	Other	30.00	55.80	74.40	160.20	32.04	192.24
United Kingdom - Currency; pound							
C	London	16.00	18.00	24.00	58.00	18.56	76.56
C-75%	London	12.00	13.50	18.00	43.50	13.92	57.42
P	London	16.00	18.00	24.00	58.00	11.60	69.60
P-75%	London	12.00	13.50	18.00	43.50	8.70	52.20
C	Other	12.80	14.40	19.20	46.40	14.85	61.25
C-75%	Other	9.60	10.80	14.40	34.80	11.14	45.94
P	Other	12.80	14.40	19.20	46.40	9.28	55.68
P-75%	Other	9.60	10.80	14.40	34.80	6.96	41.76
Uruguay - Currency; dollar (CDN)							
C	Montevideo	*	16.00	20.00	36.00	14.40	50.40



Travel Directive

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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Montevideo	*	12.00	15.00	27.00	10.80	37.80
P	Montevideo	*	16.00	20.00	36.00	9.00	45.00
P-75%	Montevideo	*	12.00	15.00	27.00	6.75	33.75
C	Other	*	12.80	16.00	28.80	11.52	40.32
C-75%	Other	*	9.60	12.00	21.60	8.64	30.24
P	Other	*	12.80	16.00	28.80	7.20	36.00
P-75%	Other	*	9.60	12.00	21.60	5.40	27.00
Uzbekistan - Currency; dollar (US). NOTE: One Rate For Country							
C	Tashkent	12.00	20.00	33.00	65.00	20.80	85.80
C-75%	Tashkent	9.00	15.00	24.75	48.75	15.60	64.35
P	Tashkent	12.00	20.00	33.00	65.00	13.00	78.00
P-75%	Tashkent	9.00	15.00	24.75	48.75	9.75	58.50
Vanuatu - Currency; vatu							
C	Port Vila	1655.00	2225.00	2950.00	6830.00	2185.60	9015.60
C-75%	Port Vila	1241.25	1668.75	2212.50	5122.50	1639.20	6761.70
P	Port Vila	1655.00	2225.00	2950.00	6830.00	1366.00	8196.00



Travel Directive

C = Commercial Accommodation P = Non-commercial Accommodation * = Reasonable and justifiable expenses. Receipts required.							
	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
P-75%	Port Vila	1241.25	1668.75	2212.50	5122.50	1024.50	6147.00
C	Other	1324.00	1780.00	2360.00	5464.00	1748.48	7212.48
C-75%	Other	993.00	1335.00	1770.00	4098.00	1311.36	5409.36
P	Other	1324.00	1780.00	2360.00	5464.00	1092.80	6556.80
P-75%	Other	993.00	1335.00	1770.00	4098.00	819.60	4917.60
Venezuela - Currency; dollar (CDN)							
C	Caracas	19.00	19.00	25.00	63.00	20.16	83.16
C-75%	Caracas	14.25	14.25	18.75	47.25	15.12	62.37
P	Caracas	19.00	19.00	25.00	63.00	12.60	75.60
P-75%	Caracas	14.25	14.25	18.75	47.25	9.45	56.70
C	Other	15.20	15.20	20.00	50.40	16.13	66.53
C-75%	Other	11.40	11.40	15.00	37.80	12.10	49.90
P	Other	15.20	15.20	20.00	50.40	10.08	60.48
P-75%	Other	11.40	11.40	15.00	37.80	7.56	45.36
Vietnam - Currency; dollar (US)							



Travel Directive

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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C	Hanoi	5.00	17.00	25.00	47.00	15.04	62.04
C-75%	Hanoi	3.75	12.75	18.75	35.25	11.28	46.53
P	Hanoi	5.00	17.00	25.00	47.00	9.40	56.40
P-75%	Hanoi	3.75	12.75	18.75	35.25	7.05	42.30
C	Ho Chi Minh City	14.00	14.00	22.00	50.00	16.00	66.00
C-75%	Ho Chi Minh City	10.50	10.50	16.50	37.50	12.00	49.50
P	Ho Chi Minh City	14.00	14.00	22.00	50.00	10.00	60.00
P-75%	Ho Chi Minh City	10.50	10.50	16.50	37.50	7.50	45.00
C	Other	4.00	13.60	20.00	37.60	12.03	49.63
C-75%	Other	3.00	10.20	15.00	28.20	9.02	37.22
P	Other	4.00	13.60	20.00	37.60	7.52	45.12
P-75%	Other	3.00	10.20	15.00	28.20	5.64	33.84
Virgin Islands - Currency; dollar (US). NOTE: One Rate For Country							
C	Road Town	10.00	16.00	28.00	54.00	17.28	71.28
C-75%	Road Town	7.50	12.00	21.00	40.50	12.96	53.46
P	Road Town	10.00	16.00	28.00	54.00	10.80	64.80
P-75%	Road Town	7.50	12.00	21.00	40.50	8.10	48.60



Travel Directive

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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
	Yemen - Currency; dollar (US)						
C	Aden	6.00	8.00	13.00	27.00	8.64	35.64
C-75%	Aden	4.50	6.00	9.75	20.25	6.48	26.73
P	Aden	6.00	8.00	13.00	27.00	5.40	32.40
P-75%	Aden	4.50	6.00	9.75	20.25	4.05	24.30
C	Sanaa	13.00	24.00	26.00	63.00	20.16	83.16
C-75%	Sanaa	9.75	18.00	19.50	47.25	15.12	62.37
P	Sanaa	13.00	24.00	26.00	63.00	12.60	75.60
P-75%	Sanaa	9.75	18.00	19.50	47.25	9.45	56.70
C	Other	10.40	19.20	20.80	50.40	16.13	66.53
C-75%	Other	7.80	14.40	15.60	37.80	12.10	49.90
P	Other	10.40	19.20	20.80	50.40	10.08	60.48
P-75%	Other	7.80	14.40	15.60	37.80	7.56	45.36
	Zambia - Currency; dollar (CDN)						
C	Lusaka	12.00	27.00	35.00	74.00	23.68	97.68



Travel Directive

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	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Lusaka	9.00	20.25	26.25	55.50	17.76	73.26
P	Lusaka	12.00	27.00	35.00	74.00	14.80	88.80
P-75%	Lusaka	9.00	20.25	26.25	55.50	11.10	66.60
C	Other	9.60	21.60	28.00	59.20	18.94	78.14
C-75%	Other	7.20	16.20	21.00	44.40	14.21	58.61
P	Other	9.60	21.60	28.00	59.20	11.84	71.04
P-75%	Other	7.20	16.20	21.00	44.40	8.88	53.28
Zimbabwe - Currency; dollar (US)							
C	Harare	20.00	18.00	32.00	70.00	22.40	92.40
C-75%	Harare	15.00	13.50	24.00	52.50	16.80	69.30
P	Harare	20.00	18.00	32.00	70.00	14.00	84.00
P-75%	Harare	15.00	13.50	24.00	52.50	10.50	63.00
C	Victoria Falls	*	2.00	3.00	5.00	2.00	7.00
C-75%	Victoria Falls	*	1.50	2.25	3.75	1.50	5.25
P	Victoria Falls	*	2.00	3.00	5.00	1.25	6.25
P-75%	Victoria Falls	*	1.50	2.25	3.75	0.94	4.69
C	Other	16.00	14.40	25.60	56.00	17.92	73.92



Travel Directive

C = Commercial Accommodation P = Non-commercial Accommodation * = Reasonable and justifiable expenses. Receipts required.							
	Country City	Breakfast	Lunch	Dinner	Meal Total	Incidental Amount	GRAND TOTAL (Taxes Included)
C-75%	Other	12.00	10.80	19.20	42.00	13.44	55.44
P	Other	16.00	14.40	25.60	56.00	11.20	67.20
P-75%	Other	12.00	10.80	19.20	42.00	8.40	50.40

JUL 29 2005 11:45AM I R S R C R U P I U

NO. 821 P. 2/10



Indian Residential Schools
Resolution Canada
Deputy Minister

Résolution des questions des
personnes indiennes Canada
Sous-ministre

SCHEDULE "R"

July 2005

To former students of Indian residential schools and their legal counsel:

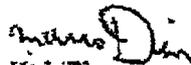
On May 30, 2005, the Honourable Frank Iacobucci was appointed by the Government of Canada to lead discussions with legal counsel for former students, the Churches, the Assembly of First Nations, and other interested parties toward a fair and lasting resolution of the legacy of Indian residential schools. The purpose of this letter is to assure former students that participation in either the current Alternative Dispute Resolution (ADR) or litigation processes will not prejudice their ability to take advantage of benefits which may arise from the discussions led by Mr. Iacobucci.

In addition to exploring ways to recognize the residential school experience of former students, the discussions led by Mr. Iacobucci will also focus on ensuring that former students have options for pursuing their claims of sexual and serious physical abuse, and on finding ways to support the healing that needs to continue. Also on May 30, 2005, the Government of Canada and the Assembly of First Nations signed a Political Agreement outlining the basis on which they intend to work together on issues related to the resolution of the Indian residential schools legacy.

Please find attached copies of the News Release, Backgrounder and Questions & Answers.

The Government of Canada is committed to the fair and timely resolution of Indian residential school claims and to implementing the necessary changes to its approach to engender broader reconciliation with Aboriginal people.

We hope that this clarifies the matter for former students and legal counsel for former students who are currently in the litigation or ADR processes.


Mario Dion

Canada

SCHEDULE "S"
National Certification Committee Members

Paul Vickery
Department of Justice Canada
234 Wellington Street
East Tower, Room 1001
Bank of Canada Building
Ottawa, Ontario K1A 0H8

Peter Grant
Hutchins Grant & Associates
Barristers & Solicitors
900 - 777 Hornby Street
Vancouver, British Columbia V6Z 1S4

John Phillips
Doane Phillips Young LLP
Barristers and Solicitors
Suite 300, 53 Jarvis Street
Toronto, Ontario M5C 2H2

Kirk Baert
Koskie Minsky LLP
Barristers and Solicitors
900-20 Queen Street West
Toronto, ON M5H 3R3

Tony Merchant Q.C.
Merchant Law Group
Barristers and Solicitors
Saskatchewan Drive Plaza
100-2401 Saskatchewan Dr.
Regina, SK, S4P 4H8

John Page
Cassels Brock & Blackwell LLP
Barristers and Solicitors
2100 Scotia Plaza
40 King Street West
Toronto Canada M5H 3C2

Janice Payne
Nelligan O'Brien Payne
Barristers & Solicitors
1900 - 66 Slater Street
Ottawa, Ontario K1P 5H1

SCHEDULE "T"
ADR PILOT PROJECTS

1. Alkali (B.C.)
School St Joseph's, Williams Lake
Community: Alkali Lake
2. Battleford (Sask):
Schools: St Anthony's, Thunderchild, St Michael's.
Communities: Red Pheasant, Mosquito, Sweetgrass.
3. Grollier (NWT)
School: Grollier Hall
Communities: Various NWT and Alta.
4. Hazelton (BC)
School: Edmonton IRS
Community: Hazelton
5. Kawacatoose (Sask)
Schools: Gordons, Lebret, Muscowekan
Community: Kawacatoose
6. Manitoba Pilot; Schools: various
Communities: Fort Alexander, Norway House and Waterhen.
7. Shubenacadie (NB):
School: Shubenacadie in Nova Scotia
Community: Red Bank and others
8. Ste Annes School
School: Ste Anne's
Community: Fort Albany, and other communities in Ont.
9. Regina Urban Project (SK)
Schools: Lebret, Muskowekan Marieral, Gordon's
Community: Regina
10. Beardy & Okemasis (SK) (Meyahyawin)
Schools: St. Michaels, Duck Lake

SCHEDULE "U"

IAP WORKING GROUP MEMBERS

<p>Michael R. Troy Merchant Law Group Barristers and Solicitors Saskatchewan Drive Plaza 100-2401 Saskatchewan Dr. Regina, SK, S4P 4H8</p>	<p>Alexander D. Pettingill Cassels Brock & Blackwell LLP Barristers and Solicitors Scotia Plaza 2100-40 King St. W. Toronto, ON, M5H 3C2</p>
<p>Leonard S. Marchand Fulton & Company Barristers and Solicitors 248 Second Ave. Kamloops, BC, V2C 2C9</p>	<p>Doug Ewart Senior Advisor to the DM Indian Residential Schools Resolution Canada Deputy Minister's Office 90 Sparks Street, Room 341 Ottawa, Ontario K1A 0H4</p>
<p>David Paterson Paterson Law Office 302-10252-135 Street Surrey, BC, V3T 4C2</p>	<p>James Ward Aboriginal Law Justice Canada Indian Residential Schools Robson Court 900 - 840 Howe Street Vancouver, British Columbia V6Z 2S9</p>
<p>Kathleen E. Mahoney Professor University of Calgary Faculty of Law, 4330 Murray Fraser Hall 2500 University Dr. N.W. Calgary, AB, T2N 1N4</p>	
<p>Hugo Prud'homme Inuvialuit Regional Corporation Bag Service #21 Inuvik, NT X0E 0T0</p>	

**Agreement Between the Government of Canada
and the Merchant Law Group Respecting the Verification of Legal Fees**

The Government of Canada and the Merchant Law Group agree that in addition to the requirement to provide an affidavit as set out in Article ■ of the Agreement in Principle, the Merchant Law Group's fees shall be subject to the following verification process.

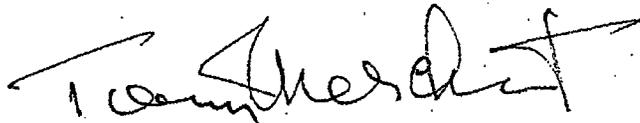
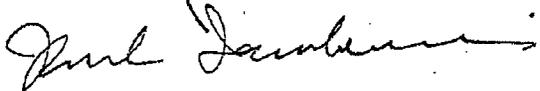
1) The Merchant Law Group's dockets, computer records of Work in Progress and any other evidence relevant to the Merchant Law Group's claim for legal fees shall be made available for review and verification by a firm to be chosen by the Federal Representative the Honourable Frank Iacobucci.

2) The Federal Representative shall review the material from the verification process and consult with the Merchant Law Group to satisfy himself that the amount of legal fees to be paid to the Merchant Law Group is reasonable and equitable taking into consideration the amounts and basis on which fees are being paid to other lawyers in respect of this settlement, including the payment of a 3 to 3.5 multiplier in respect of the time on class action files and the fact that the Merchant Law Group has incurred time on a combination of class action files and individual files.

3) If the Federal Representative is not satisfied as described in 2) above, he and the Merchant Law Group shall make all reasonable efforts to agree to another amount to be paid to the Merchant Law Group for legal fees.

4) If the Federal Representative and the Merchant Law Group cannot agree as described in 3) above, the amount to be paid to the Merchant Law Group for legal fees shall be determined through binding arbitration, but that amount shall in no event be more than \$40 million or less than \$25 million. The arbitration shall be by a single arbitrator who shall be a retired judge:

- (a) selected by the Federal Representative and the Merchant Law Group from a list comprising:
 - (i) John Major,
 - (ii) Peter Cory,
 - (iii) John Morden, or
 - (iv) Allan McEachern; and
- (b) if not so jointly chosen, then chosen by the Federal Representative in consultation with Tony Merchant and appointed in accordance with the Saskatchewan *Arbitration Act*, with the arbitration to take place in Saskatchewan.

November 20, 2005
Toronto, Ontario.

BAXTER, et al. v.

THE ATTORNEY GENERAL v. THE SYNOD OF ANGLICAN
CHURCH, et al.

Court File No: 00-CV-192059CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

**JOINT MOTION RECORD
(Motion for Settlement Approval
returnable August 29, 30 and 31, 2006**

THOMSON, ROGERS

3100 - 390 Bay Street
Toronto, Ontario
M5H 1W2

Craig Brown

Tel: (416) 868-3163
Fax: (416) 868-3134

KOSKIE MINSKY LLP

900 - 20 Queen Street West
Toronto, Ontario
M5H 3R3

Kirk M. Baert

Tel: 416-595-2117
Fax: 416-204-2889

Counsel for the Plaintiffs