

THIS AGREEMENT made as of the 14th day of April, A.D. 1976.

BETWEEN:

HER MAJESTY THE QUEEN in the right of
Alberta, represented herein by the
Minister of Advanced Education and
Manpower (hereinafter called "the
Province")

OF THE FIRST PART

- and -

THE GOVERNORS OF THE UNIVERSITY OF
ALBERTA (hereinafter called "the
University")

OF THE SECOND PART

- and -

LE COLLEGE ST. JEAN D'EDMONTON
(hereinafter called "St. Jean") and
LES REVERENDS PERES OBLATS DE MARIE
IMMACULEE DES TERRITOIRES DU NORD
OUEST (hereinafter called "the Oblates")
(St. Jean and the Oblates being herein-
after sometimes called "the Owners")

OF THE THIRD PART

PREAMBLE

WHEREAS:

The Oblates have owned and operated directly and, more recently by St. Jean, a secondary and post-secondary educational institution on the lands described on Schedule "A" hereto (hereinafter called "the College site") in order to provide thereat, in a French atmosphere, an opportunity for students to acquire an education in both the English and French languages;

During the last two decades, the academic programs and policies of the educational authorities and institutions of the Province of Alberta have allowed the Oblates and/or St. Jean to pursue their objective of providing bilingual education, and, at the same time, to:

- (a) abandon affiliation at the secondary and post-secondary levels with institutions outside of the Province of Alberta;
- (b) integrate their secondary education programs into one of the school systems of the City of Edmonton and subsequently relinquish them to that system;
- (c) affiliate with the University of Alberta for a partial teacher-training program in the French language;
- (d) launch other programs authorized by and in cooperation with the University; and
- (e) enter into an agreement dated the 27th day of November, 1970 with the University by virtue of which the University and St. Jean established an organization under the name College Universitaire Saint Jean (hereinafter called "the College") which became, insofar as University functions were involved, an integral part of the University in order to provide a bilingual and bicultural (French and English) section of The University of Alberta and did thereby provide university level education for students who chose to pursue their studies in French and to live or to study in a predominantly French environment (the said agreement of the 27th day of November, 1970, a supplemental agree-

ment thereto dated the 30th day of November, 1970, and an unsigned extension and amending agreement dated as of the 1st day of September, 1975, being collectively called "the Agreement");

The academic program so established at the College whereby University level education was provided for students who chose to pursue their studies in French and to live or study in a predominantly French environment as a bilingual and bicultural (French and English) part of The University of Alberta is hereinafter referred to as the "College program");

The Oblates have advised the other parties hereto that they wish to withdraw from actual participation in the Agreement and to dispose of the College site so long as they are assured that the College program will be maintained, improved and expanded;

The Province commissioned a study to ascertain whether the College program should be continued and, if so, where;

The Province has received and approved certain recommendations contained in the report on the said study to the effect that the College program should be maintained, improved and expanded and at the College site, the said recommendations in question being recommendations 1, 2, 3 and 4, being part of the material attached hereto as Schedule "B";

The Government of Canada, represented by the Secretary of State of Canada (hereinafter called "Canada") has agreed to contribute to the Province the sum of One Million (\$1,000,000.00)

Dollars to assist in the purchase of the College site and to contribute further amounts in respect of the operating expenses for the French language teacher-training program, the same to be in addition to the grants or payments made by Canada to the Province under the Federal-Provincial Fiscal Arrangements Act, 1972, The Post-Secondary Education Adjustments Payments Regulations, 1972, as well as grants or payments made pursuant to the Federal-Provincial Minority Language Program;

The Province has agreed with Canada to ensure that the French language teacher-training portion of the College program shall be kept open so long as there exists a reasonable demand for teacher-training in the French language by potential students from the Province of Alberta as well as from other parts of Canada and primarily from the Provinces of Manitoba, Saskatchewan and British Columbia, the Yukon Territory and the Northwest Territories.

The Province and the University have recognized and continue to recognize:

- (a) the need for French language teacher-training in order to meet the growing demand for teachers competent in the French language, as well as
- (b) the need for the College program generally in order to allow more students from Alberta and the aforementioned jurisdictions to acquire an academic background in Canadian culture in the two official languages of Canada and to be qualified for the growing number of positions in government, industry and other fields which require a working knowledge of the said two languages, and

(c) the need for extension-type programs in the French language and French-Canadian culture.

The Province has agreed to provide to the University funds to acquire ownership of the College site and agreed to provide thereafter the necessary funds so that the University may continue to maintain, improve and expand at the College site the College program, and to discharge the operating obligations assumed by the Province under the terms of its agreement with Canada;

The University has acceded to the requests of the Province on the basis that the College program is unique in the Province of Alberta, and that any obligations it must undertake beyond the level or nature of the financial obligations presently assumed by it for the College program shall be provided for on new and special bases by the Province;

The Province and the University acknowledge that the College program must be maintained in facilities separate from the main campus of The University of Alberta in order that it be operated in the French atmosphere required for its success, that it will attract relatively small numbers of students with consequent higher costs per student, and that additional contributions of Canada be made in order to offset some of the said additional costs;

The parties other than the University have caused independent appraisals of the College site to be made and, in consequence thereof, have agreed on the acquisition price of the College site;

The parties have also agreed on the consideration to be paid to the Owners by the University for the personal property being acquired from the Owners;

The Oblates have offered to establish a trust fund with the capital consisting of one-third (1/3) of the acquisition price of the College site and personal property hereby sold, the annual income of which, after setting aside and reinvesting an amount to partially offset the adverse effects of inflation, shall be used for a period of ten (10) years to assist endeavours relating to education in the French language, primarily at the post-secondary level;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. TRANSFER OF OWNERSHIP

1.1 The University agrees to purchase and hereby purchases from the Owners who agree to sell and hereby sell to the University, the College site for the sum of Three Million, Two Hundred Thousand (\$3,200,000.00) Dollars payable to the Oblates on the adjustment date.

1.2 The University agrees to purchase and hereby purchases from the Owners who agree to sell and hereby sell to the University, all the library books and catalogues, the furnishings and equipment on the College site except those described in Schedule "C" hereto (hereinafter called the "equipment") for the sum of Three Hundred and Twenty-Five Thousand (\$325,000.00) Dollars payable to the Oblates on the adjustment date.

1.3 The Province hereby gives to the University the necessary funds for such purchase.

1.4 The Province and the University acknowledge that the owners have not made any representations nor given any warranties in respect of the College site and the equipment and further acknowledge that the College site and the equipment are being acquired on an "as is" basis.

1.5 The Province and the University acknowledge that they are aware of the licenses and "leases" granted by the Owners and described in Schedule "D" hereto and the University covenants and agrees with the Owners to discharge the obligations of the Owners in respect thereto from and after the adjustment date.

1.6 The Owners covenant and agree to execute and deliver to the Province and/or the University such further documents as may be required in order to carry out the terms of this agreement.

II. TRANSITIONAL STEPS

2.1 Notwithstanding anything herein contained, it is agreed by all parties hereto that the Agreement shall continue in full force and effect up to and including April 30, 1976 (hereinafter called the "adjustment date").

2.2 After the adjustment date, the members of the Oblates assigned to St. Jean may, without charge, continue to occupy their present residential quarters and to use their present portion of the cafeteria until the 10th day of May, 1976, inclusive.

2.3 From and after May 11, 1976, the University shall assume the operations of the cafeteria and thereupon offer employment to the four (4) employees of the Owners described in Schedule "E" herein, on conditions no less favourable to the employees than presently prevail for them and as shown in said Schedule "E".

2.4 It is acknowledged by the University and the Oblates that the Oblates cannot remove all their personal property from the College site rapidly and the parties further acknowledge that one or more of the members of the Oblates may be needed at no cost to the University at the College site to assist the University in the takeover of the premises. Accordingly, it is agreed between the University and the Oblates that the Oblates will use their best efforts to remove their personal property from the College site as expeditiously as possible, that while such personal property may be located in or on the College site, it shall be at the risk of the Oblates and that they may have reasonable access thereto. The University and the Oblates agree to designate certain areas of the residential building as storage areas for the Oblates for the period extending from May to August 31, 1976. It is further agreed that the Oblates may occupy, at their risk, exclusively and without charge, the eastern most and freestanding building on the College site commonly known as "Chateau Lacombe" until December 31, 1976.

2.5 Notwithstanding any provision in this agreement, it is agreed that the University and St. Jean will adjust all charges payable under the Agreement as at the adjustment date within sixty (60) days thereof.

2.6 The University covenants and agrees to purchase, at cost, from St. Jean all useable maintenance supplies on hand on the adjustment date and all useable food inventory on hand on May 11, 1976 and to pay for same within sixty (60) days of the adjustment date.

III. THE COLLEGE PROGRAM

3.1 The Province and the University acknowledge that the College program is a unique type of post-secondary educational program having regard to its historical background, its situs, its student residences, its recruitment problems, its language of instruction, the French-Canadian atmosphere, the special funding programs available for its maintenance and the conditions which have led to the execution of this agreement.

3.2 The University covenants and agrees to use its best efforts to operate, maintain, improve and expand the College program, the buildings, equipment and supplies used in conjunction therewith as an integral part of The University of Alberta, all of the same to be located at the College site, and to refrain from establishing on the College site any program or facilities which may adversely affect the College program.

3.3 The University reserves the right to reorganize the administrative and academic organization now existing at the College with a view to integrating the College operations more fully into the University without thereby detracting from the University's covenant to maintain, improve and expand the College program at the College site.

3.4 The University shall be responsible for making all necessary arrangements with the Education authorities and institutions in the Provinces of Manitoba, Saskatchewan and British Columbia and in the Yukon and Northwest Territories respecting admission standards, equivalent certification, or any other matters affecting students from those Provinces or Territories.

3.5 The University covenants and agrees to consider all applications for registration to the French language teacher-training program of the College from students ordinarily resident in the Yukon and Northwest Territories and in the Provinces of Manitoba, Saskatchewan and British Columbia under the same or equivalent terms and conditions respecting admission standards and for the same tuition fees and all other charges as shall apply to students from the Province of Alberta, or under such conditions and with such fees as may be established following negotiations with appropriate authorities in the above jurisdictions.

3.6 The Province covenants and agrees to provide to the University as and when required, funds by way of grant or otherwise in addition to funds now provided to the University as may be reasonably necessary to allow the University to perform its covenants herein, to operate, maintain, improve and expand the College program and the buildings, equipment, and supplies used in conjunction therewith.

3.7 Where the Province receives grants or payments from Canada based on educational activities or student enrollment or otherwise relevant to any of the College programs or any extension thereof under the Federal-Provincial Minority Language Program or under the agreement between Canada and the Province heretofore recited, or under any extension, renewal or replacement of such program or agreement, then the Province agrees to provide such grants or payments directly to the University for the purposes of the College program without reducing in any way the regular grants made and to be made to the University by the Province for the College program; and it is further agreed that if Canada shall cease to provide such grants or payments or shall reduce the amounts thereof, that the Province will replace and continue the same on the same terms so long as a reasonable demand exists for the College program.

3.8 Where the Government of Canada, for the purpose of encouraging bilingual or bicultural (French and English) education, makes available additional capital and/or additional operating or other grants to the Province beyond those referred to in the immediately preceding paragraph, which grants, if received by the University, would allow the University to improve or expand the College program above the level of support which the Province has heretofore covenanted to maintain, the Province and the University will discuss the same and if new and expanded programs that such grants might allow are within the proper priorities of the University and the Province, then the Province agrees to use its best efforts to secure the same and to provide

such grants directly to the University (or other institutions of higher learning in the Province) for the purposes hereof without reducing in any way the regular grants made and to be made to the University by the Province pursuant hereto.

3.9 The University will be reimbursed by the Province for expenditures incurred under this Agreement in recruiting students from the Provinces of Manitoba, Saskatchewan and British Columbia and from the Yukon and Northwest Territories to a maximum of Forty Thousand (\$40,000.00) Dollars annually from 1 April, 1976 to 31 March, 1979. To this end the University will submit its accounts each year. Where travel is involved, accounts must be in accordance with the normal travel regulations of the University as audited by the Provincial Auditor.

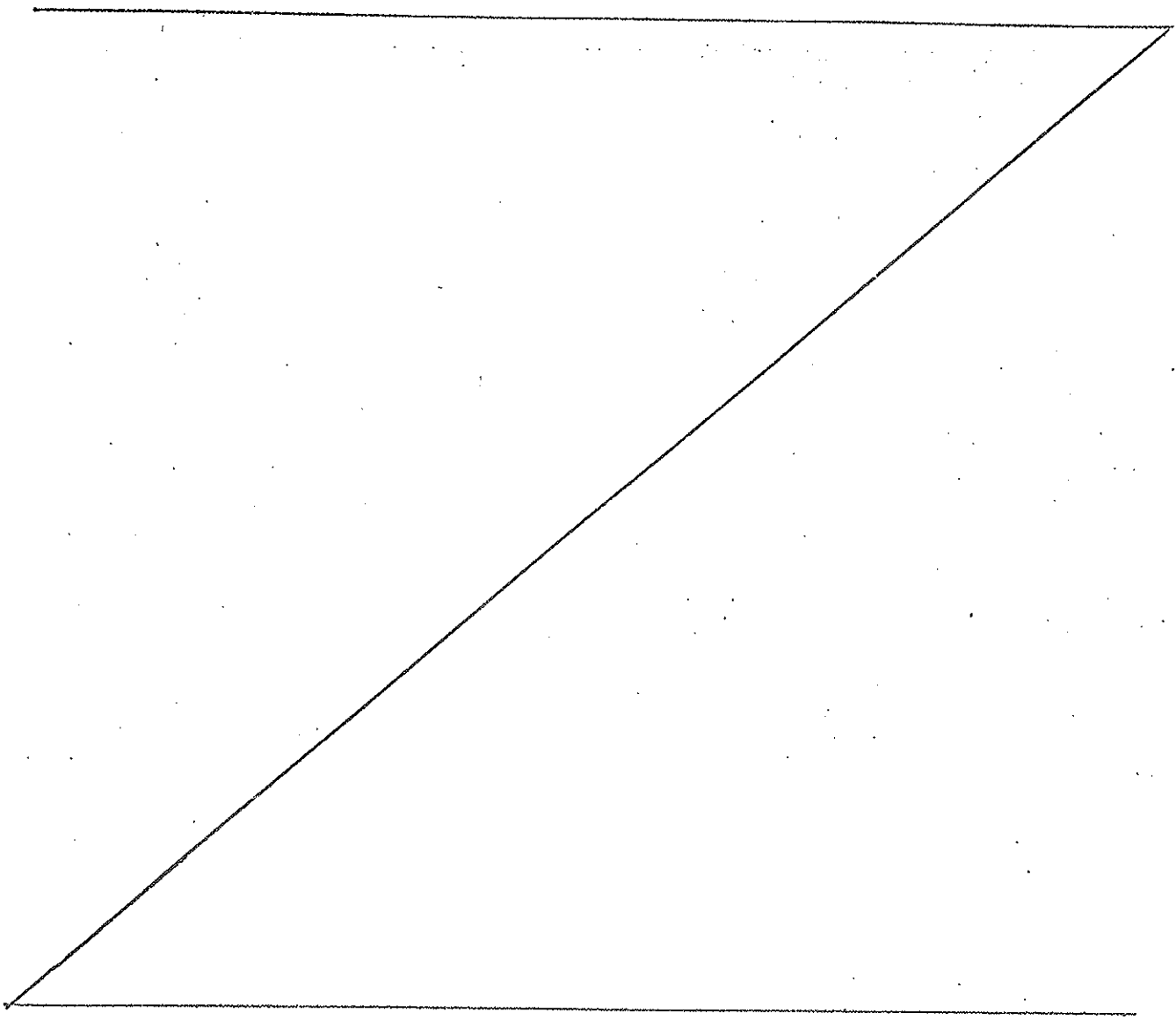
3.10 The parties agree that all student records presently held by the Owners shall remain the property of the Owners, but that in order for the University to be able to furnish official transcripts thereof with respect to the College in accordance with its policies, such records shall be entrusted to the University for a period of forty (40) years from the date hereof whereupon, upon the request of the Oblates, such records shall be returned by the University to the Oblates.

IV. THE SAINT-JEAN FUND

4.1 The Oblates hereby establish a fund to be known as the Saint-Jean Fund in the capital sum of One Million, One Hundred

and Seventy-Five Thousand (\$1,175,000.00) Dollars to be administered in accordance with the provisions of the Fund Agreement attached hereto as Schedule "F".

4.2 The Province and the University acknowledge that the creation of the Saint-Jean Fund is a gratuitous act on the part of the Oblates and the Province and the University further covenant and agree that they will not deduct any money they would or could normally allocate for the College program the equivalent or any portion of the money which may be given by



the Saint-Jean Fund for the College program during the ten (10) years of the Fund operation.

IN WITNESS WHEREOF the corporate parties hereto have affixed their common seals duly authenticated by their proper officers in this regard, and Her Majesty the Queen has executed this agreement by the signature of the Minister of Advanced Education and Manpower in the presence of a witness, all as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

HER MAJESTY THE QUEEN in the right
of Alberta represented by the Minister
of Advanced Education and Manpower

Per: _____

Witness

THE GOVERNORS OF THE UNIVERSITY
OF ALBERTA

Per: _____

Per: _____

LE COLLEGE ST. JEAN D'EDMONTON

Per: _____

Per: _____

LES REVERENDS PERES, OBLATS DE MARIE
IMMACULEE DES TERRITOIRES DU NORD
OUEST

Per: _____

Per: _____