

**MEMORANDUM OF UNDERSTANDING  
MEMORANDUM OF UNDERSTANDING MADE IN DUPLICATE**

- BETWEEN:** La Société des Jeux de l'Acadie inc., a corporation duly incorporated under the laws of the Province of New Brunswick, having its head office at 702 Principale Street, Suite 210, Petit-Rocher, New Brunswick, hereafter referred to as "**la Société,**"  
**of the first part**
- AND:** The City of Saint John, a municipality duly incorporated under the laws of the Province of New Brunswick, hereafter referred to as the "**Host Municipality,**"  
**of the second part.**
- AND:** The Town of Quispamsis, a municipality duly incorporated under the laws of the Province of New Brunswick, hereafter referred to as the "**Host Municipality,**"  
**of the third part.**
- AND:** L'Association Régionale de la Communauté francophone de Saint-Jean inc, duly incorporated under the laws of the Province of New Brunswick, having its head office at 715 Priestman Street, Fredericton, New Brunswick, hereafter referred to as the "**ARCf,**"  
**of the fourth part.**

Whereas the Host Municipality has met the requirements of the Société and has been retained to organize the 41th Finals of the ~~2020~~ **2021** Jeux de l'Acadie (hereafter known as "Les Jeux"),

**For and in consideration of the mutual covenants set out herein, the above-mentioned parties agree as follows:**

**THE MUNICIPALITIES**

- 1) The Host Municipalities agree to sign a memorandum of understanding with the ARCf and the Organizing Committee clearly establishing the responsibilities of the latter;
- 2) The Host Municipalities recognizes that signage and running of events for the organization and holding of Les Jeux will be in French;
- 3) The Host Municipality agrees to offer, free of charge, a light snack to participants in the Société's ~~2019~~ **2020** annual general meeting if this meeting should be held in their municipality; **(No need, contribution already made in novemner 2019, city of Saint John paid for the breakfast at the meeting)**
- 4) The Host Municipality agrees to hold a reception for dignitaries after every opening and closing ceremony of Les Jeux if this reception should be held in their municipality;
- 5) The Host Municipalites agrees to make the required sports facilities under its control available to ARCf and its Organizing Committee for the maintenance;
- 6) The Host Municipalities agrees to contribute before June ~~2020~~, **2021** a minimum of 10% of the operating budget for Les Jeux, (Saint John 39 500\$ and Quispamsis 10 000\$)

**CIVIL LIABILITY (MUNICIPALITIES)**

**FINANCIAL OPERATIONS AND FUNDING**  
**ARCF AND THE ORGANIZING COMMITTEE AGREES AS FOLLOWS:**

- 17) To submit the proposed operating budget for Les Jeux to the Host Municipality and the Société for approval on or before August 1, 2019; 2020
- 18) To submit any and all modifications to the operating budget to the Host Municipalities and the Société for approval;
- 19) To participate actively on the joint committee responsible for managing the sponsorship policy of Les Jeux de l'Acadie. This committee is made up of members of the Société and the ARCF and the Organizing Committee;
- 20) To cooperate with the Société in the delivery of services related to the sponsorship of the 2020 2021 Finals of Les Jeux de l'Acadie;
- 21) To submit any funding projects for the approval of the Société on or before August 1, 2019, 2020 and prior to their execution;
- 22) Not to organize and hold a fundraising campaign prior to the 2019 Finals of Les Jeux de l'Acadie without the prior authorization of the Société;
- 23) To submit for the approval of the Société any applications to the governments of New Brunswick and Canada for financial assistance, whether in the form of grants, loans, projects, or other;
- 24) To submit for the approval of the Société any admission fees for events related to the organization and holding of Les Jeux;
- 25) To pay, subject to these presents, all expenses related to the organization and holding of Les Jeux;
- 26) To submit for the approval of the Société prior to its execution, any written or verbal agreement between the Host Municipalities and/or the Organizing Committee and any sponsor, service provider or other; such agreement shall comply with the sponsorship policy of Les Jeux de l'Acadie. ARCF and its Organizing Committee agrees that if there is no written agreement, the content of the verbal agreement shall be conveyed to the Société in writing;

**THE SOCIÉTÉ AGREES AS FOLLOWS:**

- 27) To allocate a grant to ARCF and the Organizing Committee corresponding to a total amount of \$20,000;
  - a) The grant will be allocated as follows:
    - i) A first payment of 25% of the total amount by May 15 of the year of Les Jeux;
    - ii) A second payment of 25% of the total amount by June 1 of the year of Les Jeux
    - iii) A third payment of 25% of the total amount by July 15 of the year of Les Jeux;
    - iv) A fourth payment of 25% of the total amount within thirty (30) days of the adoption of the final report of Les Jeux and the audited financial statements thereof;
  - b) The total amount of financial assistance shall be used only for the organization and administration of Les Jeux under the following budget items: athlete services, administrative services, protocol, promotion and publicity, sports programming, funding, volunteers, and general services;
  - c) Should ARCF and the Organizing Committee accumulate a surplus exceeding \$10,000, it will not receive the fourth payment of 25% of the total amount of \$20,000 granted by the Société;

- 41) To provide the facilities required to hold sports competitions and for the cultural component according to the standards set out by the Société; facilities will be subject to the approval of the Société;
- 42) To provide any other space or site for the smooth operation of Les Jeux as set out in the "Guide de la mesure et évaluation du processus de sélection de la municipalité hôte de la Finale des Jeux de l'Acadie"; such spaces and sites will be subject to the approval of the Société;
- 43) To provide the Société with the minutes of all meetings within seven (7) days of the meetings;
- 44) To present a detailed report on the status of the organization of Les Jeux to the Société at meetings held by the Société's Board of Directors;
- 45) To submit to the Société for approval by *March 1, 2019*, the choice of the sport in the active living component according to the terms and conditions established by the Société;
- 46) To submit to the Société for approval by *March 1, 2019*, the choice of the second artistic discipline in the cultural component according to the terms and conditions established by the Société;

#### **THE HOST MUNICIPALITY AGREES AS FOLLOWS:**

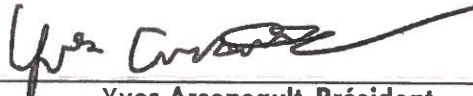
- 47) To procure the equipment, materials, and athletes' benches from the previous host municipality, repair them at its expense if necessary, and use and pass them on to the next host municipality. The equipment, materials, and athletes' benches shall remain the property of the SOCIÉTÉ by virtue of a gift by COFJA 2010 in Saint John (the Saint John 2010 organizing committee) at the SOCIÉTÉ's 2010 AGM. The Host Municipalities are responsible to pay for the transportation of the equipment, materials, and athletes' benches received from the previous host municipality, to pay for any repairs for damage to the equipment, materials and athletes' benches which occurred during transportation and to make the equipment, materials and athletes' benches available to the next Host Municipality.

#### **THE SOCIÉTÉ AGREES AS FOLLOWS:**

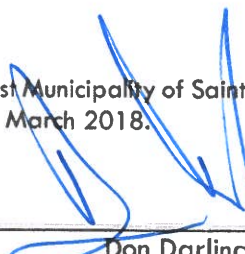
- 48) To convey to the Organizing Committee at least thirty (30) months prior to the holding of Les Jeux the information concerning the necessary sports and cultural facilities;
- 49) To provide the official forms for compilation of the sports results at least thirty (30) days prior to the beginning of Les Jeux;
- 50) To provide the Organizing Committee at least thirty (30) months prior to the holding of Les Jeux with information concerning:
  - a) The rules for sports competitions and sports equipment;
  - b) The regulations of the cultural component and of material needs;
  - c) Medical services to be made available to the athletes;
  - d) Use of sponsorships;
  - e) Protocol policies;
  - f) Organization and general operations of the Organizing Committee (Guide d'organisation);
  - g) Requirements for the Prix de l'amitié (friendship award);
  - h) Requirements for the Prix de l'amélioration (improvement award);
  - i) Requirements for the sportsmanship banners;
  - j) Requirements for the medals ceremony;
  - k) Requirements for writing the final report on Les Jeux;

#### **PUBLICITY AND PROMOTION**


In witness whereof, the Société has affixed its seal and the signature of its duly authorized officer hereto this 28th day of March 2018.

Per:   
Yves Arseneault, Président  
La Société des Jeux de l'Acadie Inc.

In witness whereof, the Host Municipality of Saint John has affixed its seal and signature of its duly authorized directors this 28th day of March 2018.


Per:   
Don Darling  
Mayor  
Saint John

Nouveau-Brunswick


Per:   
Jonathan Taylor Clerk  
Witness  
Saint John



In witness whereof, the Host Municipality of Quispamsis has affixed its seal and signature of its duly authorized directors this 28th day of March 2018.

Per:   
Gary Clark  
Mayor  
Quispamsis

Nouveau-Brunswick

Per:   
Clerk

Witness  
Quispamsis

Nouveau-Brunswick



In witness whereof, ARCf has affixed its seal and signature of its duly authorized directors this 28th day of March 2018.



Per: \_\_\_\_\_

Nathalie Justason  
Présidente ARCf  
Saint John

Nouveau-Brunswick

Per: \_\_\_\_\_

Witness  
Saint John

Nouveau-Brunswick