



2011-2012

New Paths - ICT

(Information and Communications Technologies)

General Agreement

General Agreement Form 2011-12.pdf

Prepared by FNEC-Technology Sector

2011-2012 New Paths – ICT Services

General Agreement

GA-2011-01



Description

The New Paths – ICT (Information, Communications, and Technologies) program is an educational support program designed to provide technology support to band-managed schools. In order to be eligible to receive support through this program, schools or communities are obliged to complete and submit this General Agreement form. Services offered through this program include;

- Provide Internet connectivity subsidies to First Nations schools.
- Help desk and troubleshooting services.
- Videoconference (bridge) service management and technical support.
- Volume purchasing discounts (software and hardware).
- Web and email hosting.
- Research and implement cost-effective broadband connectivity solutions for schools and the greater community.
- Develop and offer software licensing agreements for schools.
- Coordinate and deploy the use of videoconference to First Nations.
- Continued development of the monÉcole-mySchool Internet website project.
- Collaborate with other regional and national programs in ICT that offer services in technology to schools (Computers for Schools, Broadband Program).

IMPORTANT NOTE

The First Nations Education Council (FNEC) reserves the right to refuse applications from communities that will not have sent the signed original copy of the *General Agreement* for the 2011-2012 New Paths – ICT.

Deadline

To participate in FNEC New Paths - ICT initiatives, communities have to sign and return the original copy of the **General Agreement** on or before the deadline.

General Agreement:

September 30, 2011

Application

You can send your **General Agreement** form to the FNEC-Technology office by mail, fax or email.



First Nations Education Council
95 Rue de l'Ours
Wendake, Quebec G0A 4V0



(418) 842-9988



infotech@cepn-fnec.com

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HOWEVER, the signed original agreement will have to be sent to us by mail even if it was sent by fax or electronic mail.

If you have any questions, do not hesitate to contact the FNEC-Technology at the number given below:

Telephone: **(418) 842-7672**



2011-2012 NEW PATHS – ICT
GENERAL AGREEMENT

BETWEEN: First Nations Education Council
Regional Management Organization
New Paths-ICT Program
95 Rue de l'Ours
Wendake, Quebec G0A 4V0

AND:	Representative:
	Community:
	Address:
	Address:
	City, Postal Code:

To be eligible for the Initiatives of the New Paths - ICT, participating First Nations schools or communities shall comply with the following conditions:

1. The First Nations School shall provide a clear description of the project as stipulated in the program section found on the FNEC website: <http://www.cepn-fnec.com>.
2. The First Nations School shall use the goods and services received for the purposes of the project as stipulated below.

The FNEC shall:

- Carry out New Paths - ICT objectives as described in the program guidelines.
- Provide the school with funding for Internet access requirements.
- Determine the amount of funding or support available for each school after a needs assessment questionnaire.
- Offer the services of a technical support office to assist the school with Internet access and the operations of the local area network (LAN).
- Inform the teachers about teaching resources that are available on-line.
- Inform the school about training that may be available online.
- Provide a description of the project (or a part of the project) that First Nations schools on reserve in Quebec are supposed to execute.
- Respect the project criteria for First Nations schools in Quebec.

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The First Nation School shall:

- Ensure that the staff is available for assessment.
 - Honour the provisions of this agreement.
 - Promote the use of online tools by teachers, students, and the school staff members.
 - Make sure that the First Nations school and the third party such as community consultants (ICT related services and equipment that are paid for by the community) keep books, files and documents that justify and are related to the New Paths - ICT, including the admissible costs for three years following the completion date of the project.
 - Confirm that no other federal, provincial, or local government financial assistance has been provided in respect to existing programs offered through the New Paths - ICT. The school will report to the FNEC immediately of any such assistance to be received during the term of this agreement, and adjustments to the maximum eligible amount will be made accordingly.
 - This agreement is subject to the existence of a contribution agreement between the Government of Canada, represented by Aboriginal Affairs and Northern Development Canada (AANDC) – First Nations New Paths - ICT program, and the Regional Management Organization; the FNEC.
3. Ownership titles and custody of all goods purchased for this project by the FNEC for the First Nations school or by the First Nations school remain with the said First Nations school. The goods purchased under this agreement must be used exclusively for educational purposes and are to be located at the First Nations school, or where educational services are delivered in the community.
 4. The First Nations school will provide AANDC and the FNEC reasonable access to its premises, and any premises where the project takes place to assess the progress of the project or element thereof and supply promptly on request such data as AANDC or the FNEC may reasonably require for project audit and evaluation purposes.
 5. The First Nations school shall use the advertising and the mention of funding provided by New Paths ICT Program, according to the terms of this agreement, where applicable. The First Nations school hereby consents to public announcements by or on behalf of the Minister of Aboriginal Affairs and Northern Development Canada or the Regional Management Organization relating to this agreement, the project, and any of the information in the documents attached hereto.

6. The First Nations school will publicly acknowledge the contribution of AANDC in the following manner: by clearly and prominently identifying this agreement to the public, using all promotional and advertising tools provided by the Minister or the FNEC, and using wording satisfactory to the Minister, such as "The Government of Canada provides funding for this initiative"; by acknowledging the contribution in all public activities relating to the project, including announcements, interviews, press releases, ceremonies, advertising and promotional activities, speeches, lectures, publicity, and recruitment procedures; and by clearly and prominently identifying the contribution of AANDC when providing service, equipment or connectivity.
7. The First Nations school must honour the project completion date in keeping with the date mentioned, i.e., **March 31, 2012**.
8. This agreement may be declared in default if AANDC or the FNEC determines that the school does not comply with the terms and conditions of this agreement. In addition, should a school fail to comply with any term, condition or undertaking in this agreement, a letter will be sent to the school by the FNEC identifying the terms and conditions in default. The school has thirty (30) days to respond to the FNEC in writing indicating that all defaults have been resolved and cured by the school.
9. If an event of default has occurred, the following remedies may be exercised to terminate or suspend any obligation to contribute or continue to contribute to the eligible costs of the project or a part of the project, including any obligation to pay any amount owing prior to the date of such termination.
10. The First Nations school shall obtain the prior written consent from the FNEC for the disposal of any goods acquired or used for this project that are either disposed of or cease to be used for this project.

**Lise Bastien, Director General
First Nations Education Council**

**Wendake.....
Place name**

**September 26, 2011
Date**

Representative

Place name

Date