

Memorandum of Understanding

Among

The Canadian Armed Forces

and

The Navy League of Canada

and

The Army Cadet League of Canada

and

The Air Cadet League of Canada

Concerning

Consultative Arrangement for Executing Shared Responsibilities in Support of Cadets and Cadet
Corps and Squadrons

1. Introduction

1.1. Cadet Corps and Squadrons are youth organizations organized, controlled and supervised by the Canadian Armed Forces (CAF). It is a community-based program that provides 12-18 year old Cadets with opportunities to develop their leadership and citizenship skills, improve their health and physical fitness and familiarize themselves with the Sea, Land and Air elements of the CAF.

1.2. The Navy League of Canada, the Army Cadet League of Canada and the Air Cadet League of Canada (collectively referred to as the "Cadet Leagues") are national federally incorporated not-for-profit organizations willing to support Cadets and Cadet Corps and Squadrons in specific key areas, as requested by the CAF. For many decades, the CAF has benefitted from the support of the Cadet Leagues.

1.3. The purpose of this Memorandum of Understanding (MoU) is to formalize the shared roles and responsibilities of the CAF and the Cadet Leagues, hereinafter referred to as the "Participants", in support of Cadets and Cadet Corps and Squadrons, and the consultative arrangement for executing those roles and responsibilities.

2. Authorities

2.1. Section 46 of the *National Defence Act* (NDA) provides that:

- (1) The Minister may authorize the formation of cadet organizations under the control and supervision of the Canadian Forces to consist of persons of not less than twelve years of age who have not attained the age of nineteen years.
- (2) The cadet organizations referred to in subsection (1) shall be trained for such periods, administered in such manner and provided with materiel and accommodation under such conditions, and shall be subject to the authority and command of such officers, as the Minister may direct.
- (3) The cadet organizations referred to in subsection (1) are not comprised in the Canadian Forces.

2.2. The 2005 *Queen's Regulations and Orders for the Canadian Cadet Organizations* (QR (Cadets)) authorizes the formation of the cadet organizations listed below, under the control and supervision of the CAF. QR (Cadets) also recognizes the Cadet Leagues as supervisory sponsors.

2.2.1. The Royal Canadian Sea Cadets;

2.2.2. The Royal Canadian Army Cadets;

2.2.3. The Royal Canadian Air Cadets; and

2.2.4. The Junior Canadian Rangers¹.

2.3. Ministerial Organization Order 2015011 and Canadian Forces Organizations Order 9525 formed the National Cadet and Junior Canadian Rangers Support Group (Natl CJCR Sp Gp) to:

2.3.1. manage the youth program by providing direction on youth program policy, budget, training, administration and support; and

2.3.2. command and control Regional Cadet Support Units (RCSUs) and subordinate organizations.

3. Status of Arrangement

3.1. This MoU is not legally binding and places no legal or contractual obligation on the Participants.

3.2. This MoU does not create a relationship of agent and principle between the Participants. The Cadet Leagues will not represent themselves as agents or representatives of the CAF. Neither the Cadet Leagues nor any of their employees or volunteers are engaged as employee, or agent, of Canada.

3.3. This MoU is in no way intended to be a procurement instrument. Any material procurement by the CAF resulting from, or required by, the implementation of this MoU will be accomplished in accordance with the applicable national contracting laws, regulations and financial authorities. The provision of any goods or services (e.g., facilities, material and transportation) by the Cadet Leagues to support Cadets and Cadet Corps and Squadrons, when not provided by the CAF, is not considered procurement in the CAF context and will be accomplished in accordance with the policies and procedures of the Cadet Leagues.

4. Objective and Scope

4.1. The objective of this MoU is to establish the specific shared roles and responsibilities in support of Cadets and Cadet Corps and Squadrons and the consultative approach of the Participants for executing them. The scope of this MOU is limited to these shared roles and responsibilities.

4.2. Any shared responsibility not fulfilled by the Cadet Leagues will by default remain the responsibility of the CAF.

4.3. All other responsibilities pertaining to Cadets and Cadet Corps and Squadrons are the responsibility of the CAF.

¹ The Junior Canadian Rangers as a CCO are out of scope of this MOU as there are no shared responsibilities among the CAF and Cadet Leagues that pertain to it.

5. Organization and Management: Shared Roles and Responsibilities in Support of Cadets and Cadet Corps and Squadrons

- 5.1. The Cadet Leagues concur with the following shared roles and responsibilities:
- 5.1.1. participate in a mutually concurred upon consultative framework;
 - 5.1.2. recommend, supervise and assist local committees;
 - 5.1.3. supervise and account for the provision of facilities by local committees, when not provided by the CAF;
 - 5.1.4. supervise and account for the provision of financial support, when not provided by the CAF;
 - 5.1.5. supervise and account for the provision of material (e.g., training aids, equipment, band instruments, food, etc.), when not provided by the CAF;
 - 5.1.6. supervise and account for the provision of transportation for cadet activities, when not provided by the CAF;
 - 5.1.7. engage with private industry, non-government organizations and provincial, territorial and municipal governments;
 - 5.1.8. support communications activities;
 - 5.1.9. support awards, recognition, bursaries and grants for Cadets and Cadet Corps and Squadrons; and
 - 5.1.10. provide other support upon request (e.g. administrative, insurance), when not provided by the CAF.

6. Consultative Arrangement between the Participants

6.1. The provision and performance measurement of the shared roles and responsibilities requires the Participants to establish and participate in a mutually concurred upon framework, that will oversee, guide and enable interactions between them at all levels. Through the framework, the Participants will:

- 6.1.1. monitor the effectiveness and efficiency of the support provided to Cadets and Cadet Corps and Squadrons. Focus will be on determining the appropriate, and whenever possible, proactive interventions to be taken in support of Cadet Corps and Squadrons that are in greatest need;
- 6.1.2. establish reasonable requirements for facilities, funding, material and transportation support for Cadets and Cadet Corps and Squadrons. Focus will be on determining the

challenges in satisfying these requirements in an affordable and sustainable manner, and developing workable solutions to address them;

- 6.1.3. arrange for support from private industry, non-government organizations and provincial, territorial and municipal governments to address prioritized capability deficiencies;
- 6.1.4. engage in applicable communications planning activities in support of proactive communications initiatives and campaigns as well as informing the applicable Participant of any issue or crisis that implicates them and may require additional communications support;
- 6.1.5. determine the requirements, provision and administration of viable and sustainable awards, recognition, bursaries and grants for Cadets and Cadet Corps and Squadrons; and
- 6.1.6. determine the requirements, provision and administration of appropriate insurance coverage for Cadets and Cadet Corps and Squadrons, when not provided by the CAF.

7. Financial Arrangements

7.1. Subject to Section 10 (Claims), this MoU will not impose any financial responsibilities on its Participants, except that each Participant will be responsible for the funding costs it incurs in its own interest, related to the support of the MoU.

8. Information Management, Security, Access and Privacy

8.1. While the Cadet Leagues are not subject to the *Privacy Act*, the Leagues will nevertheless adhere to privacy standards that are consistent with the handling requirements of that Act. These requirements relate to the collection, accuracy, use, disclosure, retention and disposition of personal information.

8.2. The management of information by the Participants, including personal information, and related information security requirements will be outlined in a separate Information Management and Sharing Agreement (IMSA).

9. Use of Her Majesty the Queen in Right ("Crown") and Cadet Leagues Intellectual Property

9.1. Uniforms, badges and identifiers, including Cadet Corps and Squadron identifiers, are considered prohibited marks under the *Trademarks Act*, and are considered the intellectual property of the Crown and will not be used without written permission of the CAF.

9.2. The use of any other Crown trademarks or Crown intellectual property by the Cadet Leagues will be approved in writing by the CAF.

9.3. The use of Navy League of Canada, the Army Cadet League of Canada or the Air Cadet League of Canada trademarks or intellectual property by the CAF will be approved in writing by the appropriate League.

10. Claims

10.1. Each Participant waives all claims against the other Participant for injury to or death of its personnel and for damage to or loss of its property caused by personnel or agents (which do not include contractors) of the other Participant. If, however, such injury, death, damage, or loss results from reckless acts or reckless omissions, willful misconduct, or gross negligence of a Participant's personnel or agents, the cost of any resulting claims will be borne by that Participant alone.

10.2. Claims from any other persons for injury, death, damage, or loss of any kind will be processed by the most appropriate Participant, as determined by the Participants. Any costs determined to be owed to the claimant(s) will be borne by the Participants in such proportions as determined by the Participants at that time. If, however, such injury, death, damage, or loss results from reckless acts or reckless omissions, willful misconduct, or gross negligence of a Participant's personnel or agents (which do not include contractors), the cost of any resulting claims will be borne by that Participant alone.

11. Differences in Interpretation and Application

11.1. Any disputes regarding the interpretation or implementation of this MoU will be resolved only by consultation among the Participants and will not be referred to a third party for settlement.

12. Amendment:

12.1. This MoU may be amended with the mutual written consent of the Participants.

13. Duration, Withdrawal, Renewal and Termination

13.1. This MoU will remain in effect until it is terminated by the Participants.

13.2. A Participant may withdraw from this MoU, at any time, upon presentation of 90 days written notice to the other Participants.

13.3. This MoU may be terminated at any time, with the mutual written consent of the Participants.

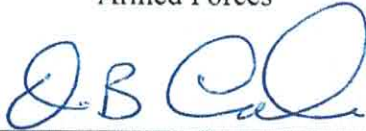
14. Language

14.1. This MoU is written in English and in French, each text being equally valid.

15. Coming into Effect, Date and Signature

15.1. This MoU becomes effective on the date of the last signature and will supersede the previous MOU DND Identification Number 2005-113124.

For the Canadian
Armed Forces



D.B. Cochrane
Brigadier-General
Commander National Cadet and Junior
Canadian Rangers Support Group

13 May 2020

Date

For the Navy League
of Canada

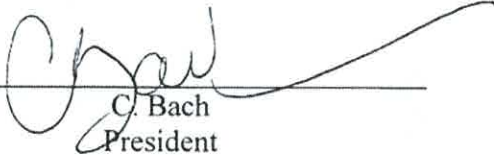


M. Waterman
President

29 May 2020

Date

For the Army Cadet
League of Canada




C. Bach
President

03 June 2020

Date

For the Air Cadet
League of Canada



J. Hunter
President

21 May 2020

Date



J.M. Lanthier
Lieutenant-General
Vice Chief of the Defence Staff

26 June 2020

Date