



Memorandum

To: Canadian Conference of Catholic Bishops

From: Christopher Boychuk

Re: Summary of Court Proceedings - Performance by the Catholic Entities of their Obligations Under the Indian Residential Schools Settlement Agreement ("IRSSA")

Date: January 28, 2022

INTRODUCTION

1. Our firm was tasked by the Canadian Conference of Catholic Bishops to provide a summary of the information, as it relates to the performance by the Corporation of Catholic Entities Party to the Indian Residential School Settlement ("CCEPIRSS") of its obligations under the IRSSA, contained in materials/evidence filed by the Government of Canada and CCEPIRSS in two Court applications initiated in 2013 and 2014. Access to this information by various media outlets has been permitted by the Court. All information in this memorandum is in the public domain.
2. There were two applications to the Court of Queen's Bench for Saskatchewan. The first was brought by the Government of Canada represented by the Department of Aboriginal Affairs and Northern Development Canada ("Canada") in December 2013. The second was brought by CCEPIRSS in November 2014.
3. The issues raised by Canada in its application was in respect of the amount of reasonable administration costs and whether CCEPIRSS was entitled to recover from the funds contributed by the Catholic Entities pursuant to the terms of the IRSSA. Canada did not raise as a ground to its application with respect to administrative costs any issue as to whether CCEPIRSS had complied with its obligations under the IRSSA with respect to its "In-Kind" contributions and the "Best Efforts" fundraising campaign.
4. The application of Canada did not ultimately proceed to a hearing and no decision was rendered. After the filing of Canada's application, the parties had subsequently entered into settlement discussions that ultimately led to the application by CCEPIRSS of November 14, 2014.
5. The issue in the application by CCEPIRSS was whether Canada and CCEPIRSS had reached an agreement to settle all outstanding matters in relation to the performance by CCEPIRSS and the Catholic Entities of their obligations under the IRSSA. After hearing

the CCEPIRSS application on June 3, 2015 and considering the evidence filed by the parties on both applications, the Court rendered its decision on July 16, 2015. The Court determined that there had been an enforceable settlement relating to the obligations of CCEPIRSS under the terms of the IRSSA. Further, upon payment of the sum of \$1,200,000 by CCEPIRSS that it was entitled to a release of its obligations under the IRSSA from Canada.

6. In brief, with respect to what are termed the “financial commitments” of the Catholic Entities under the IRSSA, the information/evidence available from the Court hearing establishes that:
 - a) There was no dispute that the Catholic Entities made payment in full of the \$29,000,000 cash payment called for under the IRSSA. The only issue in dispute was whether CCEPIRSS was entitled to recover its reasonable administrative costs from those funds and to what extent;
 - b) Canada’s representative admitted that the “In-Kind” services obligations was fully satisfied by CCEPIRSS and the Catholic Entities;
 - c) In relation to the “Best Efforts” fundraising campaign, the sole issue for Canada was the amount raised. Canada did not have any other basis to argue that CCEPIRSS had not met its obligations with respect to the fundraising campaign.

FORMATION OF CCEPRISS

7. In 2001 the Government of Canada created a separate department within Aboriginal Affairs and Northern Development Canada (“AANDC”) to explore alternate approaches to addressing issues and claims that arose out of the Indian Residential School System.
8. On May 30, 2005, the Honourable Frank Iacobucci was appointed by Canada to work with the parties including legal counsel for former students, Assembly of First Nations, other Aboriginal organizations and the churches on a settlement agreement. Canada and Mr. Iacobucci initially took the position that negotiating with the Catholic Entities was not part of the mandate. Negotiations with all other parties ensued without any participation by the Catholic Entities, although there was some interchange concerning the status of the Catholic Entities to be part of the negotiations.
9. Unlike the United Church of Canada, the Presbyterian Church in Canada, and the Parishes of the Anglican Church of Canada, the Catholic Entities in Canada do not belong to a collective corporate organization. There was not an official corporate body that existed, or was constituted, with authority to speak for, or bind, any individual Catholic Entity. This unique feature of the Catholic Entities was an issue for Canada and Mr. Iacobucci.

10. In the course of discussions leading up to the Indian Residential Schools Settlement Agreement (“IRSSA”), in 2005 Canada requested that the Catholic Entities create a legal vehicle that would facilitate and simplify the negotiations and allow for the efficient administration of a future settlement agreement through one central corporation. There were approximately fifty (50) individual Catholic Entities that had some nexus to the operation of the Indian Residential Schools in Canada and that were eventually signatories to the IRSSA.
11. The Catholic Entities caused 101084347 Saskatchewan Inc. to be incorporated under *The Non-Profit Corporations Act, 1995* (Saskatchewan) on April 24, 2006. On November 9, 2007 the name of the corporation was changed to CORPORATION OF CATHOLIC ENTITIES PARTY TO THE INDIAN RESIDENTIAL SCHOOLS SETTLEMENT (“CCEPIRSS”).
12. The Articles of Incorporation state that the objects and purposes of CCEPIRSS are as follows:

There are no restrictions on the powers of the Corporation, excepting that any activities of the Corporation shall only be undertaken in furtherance of promoting and achieving the objects and purposes of the Corporation, which are as follows:

- (a) to promote healing and reconciliation with regard to social, psychological and health issues affecting former students of Indian Residential Schools, their families, and their communities;
- (b) together with several Catholic organizations and entities (the “Catholic Entities”), to enter into a settlement agreement (the “Settlement Agreement”) with Her Majesty the Queen in Right of Canada (“Canada”) respecting Indian Residential School litigation;
- (c) to receive and to administer settlement contributions, promissory notes, and consents to judgment from the Catholic Entities in accordance with the terms of the Settlement Agreement;
- (d) to initiate and direct a Canada-wide campaign to raise funds for healing and reconciliation with regard to social, psychological and health issues affecting former students of Indian Residential Schools, their families, and their communities; and
- (e) to make grants and expend resources to promote healing and reconciliation with regard to social, psychological and health issues affecting former students of Indian Residential Schools, their families, and their communities in accordance with the terms of the Settlement Agreement.

13. In May of 2006, Canada announced that an agreement had been reached by all parties. The IRSSA received approval from nine courts across Canada.

OBLIGATIONS OF THE CATHOLIC ENTITIES UNDER THE IRSSA

14. Schedule O-3 to the IRSSA is the Settlement Agreement between Canada and the Catholic Entities (the “Agreement”). Part III of the Agreement deals with the healing, reconciliation and financial commitments of the Catholic Entities.
15. Section 3.1 sets out the obligation of the Catholic Entities to form the not-for-profit corporation, which became CCEPIRSS. Section 3.1.1 of the Agreement provided that the Government had the right to review and approve the Articles of Incorporation of the Corporation Prior to incorporation. The review occurred and there were no objections by Canada to the terms of the Articles. Canada was aware that two individuals who acted as legal counsel for CCEPIRSS were also acting as Directors for the Corporation.
16. The three financial commitments of the Catholic Entities under the IRSSA are as follows:

- (a) Cash Payment – To pay to CCEPIRSS the sum of \$29,000,000 less the aggregate amount paid by one or more Catholic Entities or other Catholic Entity toward IRS claims compensation as of the date of the Agreement (the “Net Amount”). It was certified that the amount previously paid by Catholic Entities was \$8,344,575.00 leaving a Net Amount of \$20,655,425 to be paid by the Catholic Entities. The Net Amount was to be paid within a five-year period after the coming into force of the Agreement.

Subject to the terms of the IRSSA, CCEPIRSS was to pay 80% of the monies deposited with it to the Aboriginal Healing Foundation (“AHF”) in accordance with Schedule “C” of the Agreement and 20% in accordance with Schedule “B”. Schedule “B” dealt with, in part, the use of monies deposited with CCEPIRSS for Schedule “B” programs, in this case, the “Returning to Spirit” program.

- (b) In-Kind Services – Each Catholic Entity and the Episcopal Corporation of Saskatoon would provide In-Kind Services in an aggregate value of \$25,000,000 to be contributed over 10 years toward healing and reconciliation for former IRS students, their families and communities. The determination of qualifying In-Kind Services was to be made in accordance with Schedule “B”.

The Healing and Reconciliation Service Evaluation Committee (the “HRSEC”) was established to review, evaluate and approve the proposed in-kind contributions. HRSEC was made up of nominees from CCEPIRSS, the AFN and Canada.

- (c) Best Efforts Campaign – Each Catholic Entity and CCEPIRSS further agreed to use their “best efforts” throughout a seven-year period following the day in which the Agreement came into force to raise \$25,000,000 through a Canada-wide campaign to be established by CCEPIRSS for healing and reconciliation for former IRS students,

their families and communities. The funds raised through the Canada-wide campaign, net of reasonable necessary administration costs to raise the funds, were to be paid to CCEPIRSS on an annual basis and awarded as grants in accordance with Schedule “B” of the Agreement.

The Agreement stated that, with respect to the Best Efforts Campaign, that “best efforts” shall be deemed to have been made where the fundraising campaign demonstrates on a Canada-wide basis that the approach and means were consistent with the approach and means used by professionally managed national fundraising campaigns such as those operated by universities and hospital foundations. (Emphasis added).

Section 3.9.3 of the Agreement stated that no Catholic Entity shall be held in default where “best efforts” have been made. Section 3.9.4 provides that not raising the full \$25,000,000 shall not, in itself, be a default.

Section 3.9.4 states:

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

17. A separate corporation was established under the Not-For Profit Corporations Act (Canada) under the name “Moving Forward Together: A Campaign for Healing and Reconciliation”.
18. The efforts and obligations required by CCEPIRSS on behalf of the Catholic Entities, and other parties to the IRSSA, in order to implement the IRSSA, became much greater than was anticipated and as a result significant administrative costs were incurred. There was evidence given during the applications that Canada was made aware as early as 2008 that there was likely to be significant administrative costs within CCEPIRSS estimated at \$2,000,000.

RIGHT TO RECOVERY OF REASONABLE ADMINISTRATIVE COSTS

19. In terms of the administrative costs incurred by CCEPIRSS, Section 3.12 of the Agreement provides:

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 ...

3.12.1 Should the reasonable administration costs exceed the amount of interest on the funds on an annual basis, the reasonable administration costs of operation of 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.

20. From 2007 to 2012, the amount of interest earned on the funds held by CCEPIRSS was well below the administration costs of the Corporation for the primary reason that funds were disbursed by CCEPIRSS for the purposes of the IRSSA within a short period of time after the receipt from the various Catholic Entities. As a result, the total interest earned was approximately \$6,252.00.
21. A number of reasons were advanced by CCEPIRSS in the evidence as to why it incurred significant administrative including activities it engaged in over and above the administration of the three financial commitments made by the Catholic Entities, including:
 - (a) The Government, and all other parties to the IRSSA, constantly reached out to CCEPIRSS to address any and all difficulties that arose after the IRSSA was signed. For example, the Truth and Reconciliation Commission had to be reconstituted. CCEPIRSS was asked to assist Mr. Iacobucci in constituting a fresh TRC.
 - (b) Ongoing issues such as the issue of archives, the then Minister Prentice's decision to include the issue of missing children and unmarked graves (which was not part of the IRSSA), and the planning and participation in local, provincial and national events, all required the participation by representatives of the Catholic Entities through CCEPIRSS.
 - (c) There were many meetings held with Government officials as part of the CHRSEC. At these meetings, projects that dealt with healing and reconciliation proposals were considered. The CHRSEC was composed of representatives of CCEPIRSS, the AFN and Canada. They met reasonably frequently to qualify programs and quantify them in accordance with Schedule B to the Agreement.

PROVISION OF AUDITED FINANCIAL STATEMENTS/ADMINISTRATIVE COSTS DISCLOSURE

22. Under the terms of the IRSSA, CCEPIRSS was required to provide Canada with CCEPIRSS' audited financial statements for each fiscal year until the financial and service commitments provided by the IRSSA were fulfilled. The audited financial statement disclosed all administrative costs incurred by CCEPIRSS.
23. The financial statements of CCEPIRSS for the year ended July 31, 2013 shows an account receivable owing from "Best Efforts" fundraising campaign called "Moving Forward Together" of \$1,201,513.00. The outside auditor of CCEPIRSS had provided an opinion that this receivable was not likely recoverable.

24. In May of 2010, CCEPIRSS had provided to the senior counsel for Canada copies of CCEPIRSS' 2009 financial statements. According to CCEPIRSS, there was also a discussion at that time regarding the approximately \$2,000,000 in administrative costs and disbursements incurred by CCEPIRSS for which CCEPIRSS was seeking approval for payment out of the net amount. In July of 2010, Canada wrote to CCEPIRSS requesting further information regarding the \$2,000,000 in administrative costs and disbursements as well as the amount of interest accrued on the funds held by CCEPIRSS.

NATURE OF DISPUTE BETWEEN CCEPIRSS AND CANADA

25. By letter dated October 17, 2011, Archbishop Pettipas, on behalf of CCEPIRSS, made an official request by letter addressed to the Minister of Aboriginal Affairs and Northern Development, John Duncan, pursuant to the terms of the IRSSA, for approval of approximately \$2,000,000 in administrative costs that had been incurred by CCEPIRSS in carrying out its functions under the IRSSA.
26. By letter dated January 25, 2012, the Assistant Deputy Minister of AANDC, Elisabeth Chatillon, responded to the request of Archbishop Pettipas. The letter acknowledges the request made by Archbishop Pettipas and CCEPIRSS and asks for further detail on the administrative costs being claimed.
27. Ms. Chatillon also requested that CCEPIRSS make an additional payment of \$2,500,000 to the Aboriginal Healing Fund by March 31, 2012. CCEPIRSS was not in a position to make this payment due to the amount of the administrative costs incurred and paid as at that date.
28. Subsequent to the January 25, 2012 letter from AANDC, CCEPIRSS provided direct access to its outside auditor/accountant for the purposes of addressing any questions or concerns raised by the AANDC with respect to the administrative costs of CCEPIRSS.
29. After viewing the information provided by CCEPIRSS and its accountant, Ms. Chatillon sent a letter to Archbishop Pettipas dated March 29, 2012 setting out the AANDC's position with respect to the request for approval of reasonable administrative costs. The position taken by the AANDC is that:
- (a) they were not prepared to consider legal fees related for participation in substantive matters under the IRSSA. These were not administrative expenses and would not be allowed;
 - (b) they were not prepared to treat the loan from CCEPIRSS to the Moving Forward Together Campaign as an administrative expense;
 - (c) the amount of the \$16,524,330.00 ought to be paid by CCEPIRSS to AHF without regard to the reasonable administrative costs incurred by CCEPIRSS;
 - (d) they were concerned with the amount of interest raised on CCEPIRSS funds

while invested. The total amount earned was \$6,252.00.

30. The letter of March 29, 2012, also approved administrative costs for the period September, 2007 to March 31, 2011 of \$1,000,000 and provided tentative approval for a further sum of \$475,085 to be held for additional administrative costs up to September of 2012.
31. CCEPIRSS and Canada were not able to reach an agreement as to the amount of reasonable costs or the extent to which they could be paid from the Contributions by the Catholic Entities to CCEPIRSS. As a result, on September 17, 2012, Archbishop Pettipas wrote to Ms. Chatillon formally requesting that the matter proceed to mediation in accordance with the terms of the IRSSA.
32. Canada was not prepared to proceed to mediate the dispute and consequently, no mediation was held at that time.
33. Attached to this memorandum are copies of the October 17, 2011, January 25, 2012, March 29, 2012 and September 17, 2012 correspondence referred to above.
34. Prior to March of 2012, Canada had never raised concerns or advised of potential issues with respect to the administration costs which appeared on the audited financial statements that had been provided in prior years. Canada never took the position that its consent should have been requested by CCEPIRSS prior to incurring the administrative costs. The Agreement itself does not require CCEPIRSS to obtain the approval of Canada prior to incurring administrative costs. The Agreement does provide that the amount of allowable administrative costs is subject to approval by Canada.
35. Prior to March of 2012, Canada had taken no issue that:
 - a) The Net Amount of \$20,655,425.00 had been fully contributed by each of the Catholic Entities;
 - b) The In-Kind obligations had been fully met and exceeded by the Catholic Entities as of September of 2011;
 - c) CCEPIRSS and/or the Catholic Entities had made their best efforts in relation to the fundraising campaign.

The Agreement allows either party to apply to the Court for directions with respect to any issue arising thereunder. There were two applications to the Court, one by Canada in relation to the administration costs that CCEPIRSS were seeking to recover from the funds contributed by the Catholic Entities. A second application was made by CCEPIRSS, to obtain a declaration that there was a settlement reached as to the fulfillment of CCEPIRSS' obligations under the Agreement and on the issue of reasonable costs.

APPLICATIONS TO THE COURT

RFD #1

36. A Request for Directions (“RFD #1”) application by Canada dated 24 December, 2013 was made to the Court of Queen’s Bench for Saskatchewan. In RFD #1, Canada was seeking directions with respect to CCEPIRSS seeking to deduct over \$2M in administrative costs, including what Canada characterized as legal fees thereby reducing the overall financial contribution of CCEPIRSS from the Net Amount as defined in the Agreement of \$20,655,425.00 to \$18,655,425.00. An issue for Canada was the amount of professional fees charged to CCEPIRSS by two of its Directors who had also acted as legal counsel for the Corporation.
37. The specific issues that Canada brought to the court were as follows:
- (a) Whether legal fees incurred by CCEPIRSS to administer its financial obligations could be deducted as reasonable administration costs;
 - (b) Whether legal fees claimed by CCEPIRSS were reasonable administration costs;
 - (c) Whether administration costs incurred by CCEPIRSS may only be deducted after a minimum 80% of the Net Amount is transferred to CCEPIRSS to the Aboriginal Healing Foundation (“AHF”);
 - (d) Whether Canada’s consent is required by CCEPIRSS to the payment of the amounts claimed as reasonable costs;
 - (e) Whether amounts deducted as administrations costs without Canada’s consent must be reimbursed by CCEPIRSS.
38. CCEPIRSS’ response to RFD #1 is summarized as follows:
- (a) The Agreement expressly contemplates that reasonable administration costs that exceeded the amount of interest earned on the funds held by CCEPIRSS on an annual basis could be reimbursed with the consent, in writing, of Canada, such consent not to be unreasonably withheld.
 - (b) CCEPIRSS denied that there were any legal fees included in the administration costs and that the amounts charged by the lawyers/directors were on account of the costs of the two individuals as representatives of CCEPIRSS at various events, committees and meetings.
 - (c) Canada had recognized that given the low rates of interest that reasonable administration costs had exceeded the amount of interest earned. Canada had already agreed to allow \$1,000,000.00 as reasonable administration costs without providing an explanation to CCEPIRSS as to why it was only allowing \$1,000,000.00.

(d) That Canada had arbitrarily and unfairly withheld its consent to the deduction of total administration costs incurred by the CCEPIRSS.

39. A review of the evidence in the affidavits filed and the cross-examination of affidavits establishes that, leaving aside the dispute as to the reasonableness of the administrative costs, and whether they could be paid out of the capital contributions, that CCEPIRSS and the Catholic Entities had performed their obligations under the IRSSA including, specifically:

- (a) The Catholic Entities had each made their respective contributions to the Net Amount owing of \$20,655,425.00;
- (b) As of September, 2011, CCEPIRSS and the Catholic Entities had exceeded their commitment to provide \$25,000,000 of In-Kind Services. The actual amount of In-Kind Services approved by the HRSEC had an allocated value of \$30,109,614.25 and a completed value of \$28,018,525.43;
- (c) Canada had no grounds to allege that CCEPIRSS and the Catholic Entities had breached its obligations to use its “best efforts” in conducting the Moving Forward Together National Fundraising Campaign in accordance with the terms of the IRSSA;
- (d) The only concern raised by Canada with respect to the Moving Forward Campaign was that the amount raised was less than the \$25,000,000 target. However, the Agreement states that the failure to meet the \$25,000,000 target will not, in and of itself, constitute a default under the IRSSA;
- (e) At no time did Canada ever provide a Notice of Default in accordance with the Agreement to CCEPIRSS in relation to the obligations of CCEPIRSS and the Catholic Entities under the IRSSA;

40. During the course of the RFD#1 an accounting of the Cash Payment obligation, apart from reasonable administration costs, was provided by CCEPIRSS’ outside auditor/accountant to Canada and the Court as of April 2014 as follows:

Total	Compensation paid prior to SA	Net Amount paid by Catholic Entities	80% to AHF before administrative costs	Remaining 20% (to AHF or programs under Schedule B)
\$29,000,000	\$8,344,575	\$20,655,425	\$16,524,339	\$4,131,085
Amount paid to date of 80% to AHF		Amount paid to date of the remaining 20%		
\$14,924,340.00		\$4,274,809		

41. Based on the auditor’s calculations, had there not been any administrative costs, the

balance to be paid to the AHF was \$1,599,999.00. However, as there was no other source of funds for payment of administrative costs, payment of \$16,524,339.00 to the AHF would necessarily have meant that CCEPIRSS would not recover any of its reasonable administrative costs in accordance with the IRSSA.

42. Also in evidence was the analysis of the auditor of the reasonable administrative costs after removing any professional fees for legal services that would not be allowable under the terms of the IRSSA.
43. Also submitted into evidence was the auditor's calculation of the shortfall that would be borne by CCEPIRSS based on his calculation of reasonable administrative costs, after removing the majority professional fees charged by the legal counsel/Directors and taking into consideration the \$1,000,000 of costs approved by Canada as follows:

Cash available from contributions from Catholic Entities:	\$1,599,999
less administrative costs approved by Canada to March 31, 2011	(\$1,000,000)
less further administrative costs to March 31, 2013	(\$328,153)
less administrative costs for MFT Campaign	<u>(\$1,288,497)</u>
Total Shortfall	(\$1,016,651)

44. There was a significant shortfall to CCEPIRSS in recovering its reasonable administrative costs even using the \$1,599,999 available from the cash contributed by the Catholic Entities. This calculation did not take into account additional administrative costs incurred by CCEPIRSS after March 31, 2013.
45. The matter did not proceed to a full hearing as the parties entered into settlement discussions.

RFD #2

46. CCEPIRSS had instructed its legal counsel to initiate settlement discussions with Canada to settle all matters relating to the obligations of the Catholic Entities and CCEPIRSS under the IRSSA. A summary of the course of negotiations is set out in the decision of Mr. Justice Gabrielson in RFD#2 dated July 16, 2015.
47. It was CCEPIRSS' position that a settlement had been agreed to by Canada to settle all outstanding matters in relation to the IRSSA upon payment of the sum of \$1,200,000 to Canada by CCEPIRSS.
48. Canada took the position that no agreement had been reached and that its legal counsel did not have the authority to bind Canada. CCEPIRSS then filed its own Request for Directions with the Court of Queen's Bench, dated 18 November, 2014, to determine the issue of whether a binding settlement had been reached between CCE and Canada.
49. After considering the evidence and hearing argument, Mr. Justice Gabrielson concluded that there was a binding agreement between and among Canada, CCEPRISS and the

Catholic Entities relating to all matters under the Agreement and that upon payment by CCEPRISS of the sum of \$1.2M to Canada, CCEPRISS and the Catholic Entities were entitled to releases and indemnities in accordance with Sections 4.5 and 4.6 of Schedule O-3 of the Agreement but not Section 4.7.

50. A copy of the decision dated July 16, 2015 is attached to this memorandum.
51. Shortly after the rendering of the decision, CCEPIRSS did make payment of \$1,200,000 to Canada in accordance with the settlement. Canada did provide a signed General Final Release dated October 30, 2015. A copy of the Release is also attached to this memorandum.
52. The Release expressly provides that CCEPIRSS and the Catholic Entities are released from their specific financial obligations under the IRSSA identified as the:
 - (a) \$29,000,000 cash contributions;
 - (b) \$25,000,000 In-Kind Services to support healing and reconciliation programs; and
 - (c) Pursue a \$25,000,000 Canada-Wide Best Efforts Fundraising Campaign.
53. Consequent to receiving the Release, CCEPIRSS was dissolved under the *Non-Profit Corporations Act, 1995* (Saskatchewan) on December 15, 2016.

CONCLUSION

54. The result of the settlement and the payment of \$1,200,000 by CCEPIRSS to Canada is that the Catholic Entities bore the majority of the administrative costs incurred by CCEPIRSS in carrying out its duties under the Agreement. CCEPIRSS only recovered \$399,999.00 of its administrative costs out of the cash contributions from the Catholic Entities towards the \$29,000,000 cash payment.
55. The settlement of the other issues under the IRSSA proceeded on the acknowledgement by Canada that CCEPIRSS and the Catholic Entities had met and exceeded their obligations for In-Kind contributions. Further, Canada did not allege any grounds or put forward any evidence that there was a breach by CCEPIRSS and the Catholic Entities of their obligations with respect to the “best efforts” fundraising campaign, other than the amount raised. The failure to achieve the \$25,000,000 target for the MFT campaign is not, of itself, an indication that there was a failure to meet the obligations under the IRSSA.