

**CANADA-BRITISH COLUMBIA AGREEMENT
ON FRENCH LANGUAGE SERVICES
2018-2019 TO 2022-2023**

THIS AGREEMENT was concluded in English and in French,
this 28th day of June 2018,

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, hereinafter called
 “Canada”, represented by the Minister of Canadian Heritage,

AND: **THE GOVERNMENT OF BRITISH COLUMBIA**, hereinafter called “British
Columbia”, represented by the Minister of Health and Minister responsible for the
Francophone Affairs Program.

WHEREAS English and French are the official languages of Canada, as recognized in the *Canadian Charter of Rights and Freedoms* and the *Official Languages Act* (Canada), and Canada acknowledges its responsibilities and commitments to them;

WHEREAS Canada co-operates within the framework of its *Official Languages Act* and its official languages policy with provincial and territorial governments and with organizations and institutions in Canada to advance the equality of status and use of English and French and to promote the development and ensure the full participation of official language communities in Canadian society;

WHEREAS the Department of Canadian Heritage has the mandate on behalf of the Government of Canada to co-operate with provincial and territorial governments in order to foster the full recognition and use of English and French in Canadian society and to enhance the vitality and support the development of official language minority communities across Canada, and to promote a coordinated approach by federal institutions in pursuit of these objectives;

WHEREAS Canada wishes to continue its collaboration with the provinces and territories on minority-language services;

WHEREAS Canada and British Columbia wish to establish, through this Agreement, a general framework for the planning and implementation of various measures to support the development and vitality of the Francophone community of British Columbia through the delivery of French-language services;

WHEREAS British Columbia of the Ministerial Conference on the Canadian Francophonie did commit, in June 2017, *to incrementally offer more government services and information in French to the general public*.

THEREFORE, this Agreement confirms that the parties hereto agree as follows:

1. PURPOSE OF THE AGREEMENT

- 1.1 The purpose of this Agreement is to provide a multi-year collaboration framework between Canada and British Columbia to support the planning and delivery of French-language provincial and municipal services aimed at contributing to the development and enhancing the vitality of the Francophone community of British Columbia, as presented in the strategic plan set out in Schedule B of this Agreement.

2. PURPOSE OF THE CONTRIBUTION

2.1 Subject to the provisions of this Agreement, Canada agrees to pay a portion of the eligible expenditures made by British Columbia to implement its strategic plan (Schedule B).

3. STRATEGIC PLAN

3.1 The multi-year strategic plan (Schedule B) includes a preamble which outlines the provincial context, the issues on which British Columbia intends to act, strategic priorities, progress made by the end of the previous agreement, and considerations and objectives for the 2018-2019 to 2022-2023 agreement period. It also includes a description of the consultation process carried out with Francophone communities.

4. MAXIMUM AMOUNT OF CONTRIBUTION

4.1 Subject to the appropriation of funds by Parliament, to maintain the federal minister’s current and forecasted budget levels until March 31, 2023, for the Intergovernmental Cooperation on Minority-Language Services sub-component of the Development of Official-Language Communities Program under which this Agreement is funded, and to the Administrative Procedures and Conditions in Schedule A of this Agreement, Canada agrees to contribute to the eligible expenditures incurred by British Columbia in implementing its strategic plan (Schedule B) for the purposes described in Section 1 of this Agreement, for the next five fiscal years (2018-2019 to 2022-2023), an amount not to exceed the lesser of three million five hundred thousand dollars (\$3,500,000) or 50% of the total eligible expenditures for each year, or:

Fiscal Year	Contribution
2018-2019	\$700,000
2019-2020	\$700,000
2020-2021	\$700,000
2021-2022	\$700,000
2022-2023	\$700,000
Total	\$3,500,000

4.2 If additional funds for the federal contribution outlined in clause 4.1 are made available during the term of this Agreement, the Agreement may be amended accordingly. Any increase in Canada’s financial envelope will be conditional upon British Columbia providing an equivalent or greater financial contribution than Canada’s to meet the goals set out in its revised strategic plan (Schedule B). Canada and British Columbia agree to update the strategic plan (Schedule B) to reflect those new investments.

4.3 For each fiscal year covered by this Agreement, Canada may provide British Columbia with financial support over and above the amounts identified in clause 4.1 of this Agreement, for special measures or projects proposed by British Columbia, subject to approval by the federal minister. Those measures and projects will be included in a document to be attached to British Columbia’s strategic plan (Schedule B) and will form an integral part thereof.

4.4 Notwithstanding any other provision of this Agreement, any contribution by British Columbia in support of the Strategic Plan is subject to the following conditions:

- a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act (FFA)* of British Columbia are sufficient to enable the Province, when such amounts by British Columbia pursuant to this agreement is required, to make that payment; and
- b) The Treasury Board, as defined by the FFA, not having controlled or limited, pursuant to the FFA, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

4.5 British Columbia agrees to contribute seven hundred thousand dollars (\$700,000) per year to the eligible expenditures under the terms of its strategic plan (Schedule B).

4.6 The Administrative Procedures and Conditions governing the payment of Canada’s contribution are included in Schedule A of this agreement.

5. ELIGIBLE EXPENDITURES

- 5.1 For the purposes of this Agreement, eligible expenditures may include, among others, expenditures related to the planning, study, research, development and implementation of the activities supporting the execution of British Columbia's strategic plan (Schedule B).

6. COORDINATION

- 6.1 Canada and British Columbia agree to meet at a mutually agreed upon time preceding the close of each fiscal year covered by this Agreement to discuss results and activities conducted within the framework of this Agreement. The two parties may at that time, if necessary, agree to any amendments to be made to the strategic plan (Schedule B).

7. APPROVED MEASURES AND BUDGETS

- 7.1 Canada and British Columbia agree that the contributions referred to in clauses 4.1 and 4.3 of this Agreement apply only to the measures described in British Columbia's strategic plan (Schedule B), based on the federal and British Columbia budget breakdown provided in this Agreement.

8. PARTNERSHIP

- 8.1 The parties recognize that this Agreement does not constitute an association with the intent to establish a partnership or a joint venture nor to create an agency relationship between Canada and British Columbia.

9. MEMBERS OF THE HOUSE OF COMMONS, THE SENATE AND THE LEGISLATIVE ASSEMBLY OF BRITISH COLUMBIA

- 9.1 No member of the House of Commons, the Senate or the Legislative Assembly of British Columbia may take part in this Agreement or benefit from it in any way.

10. CURRENT OR FORMER FEDERAL PUBLIC OFFICE HOLDERS OR FEDERAL PUBLIC SERVANTS

- 10.1 No official or employee of Canada shall be admitted to share in this Agreement or to benefit from it without the written consent of the official's or employee's minister. No former public office holder or public servant who is not in compliance with the *Conflict of Interest Act*, S.C. 2006, c. 9 or the Values and Ethics Code for the Public Sector may receive a direct benefit from this Agreement.

11. LIABILITY OF CANADA AND BRITISH COLUMBIA

- 11.1 Canada shall not be liable for any injury, including death, or for any loss or damage to the property of British Columbia or anyone else, that occurs through the execution of this Agreement by British Columbia, unless such injury, loss or damage is caused by the negligence, wilful misconduct or bad faith of Canada, the federal minister, or their employees, officers or agents.
- 11.2 British Columbia shall not be liable for any injury, including death, or for any loss or damage to the property of Canada or anyone else, that occurs through the execution of this Agreement by Canada, unless such injury, loss or damage is caused by the negligence, wilful misconduct or bad faith of British Columbia, the provincial minister or their employees, officers or agents.
- 11.3 Canada disclaims itself from any liability in the event that British Columbia concludes a loan, rent-to-own contract or any other long-term contract involving the project for which the contribution is granted in this Agreement.

12. INDEMNIFICATION

- 12.1 British Columbia shall indemnify Canada, the federal minister and their employees, officers or agents, and release them from any liability for claims, losses, damages, expenditures and costs

related to any injury or death, or loss or damage to property caused by British Columbia or its employees, officers or agents in carrying out the activities described in this Agreement.

- 12.2 Canada shall indemnify British Columbia, the provincial minister and their employees, officers or agents, and release them from any liability for claims, losses, damages, expenditures and costs related to any injury or death, or loss or damage to property caused by Canada or its employees, officers or agents in carrying out the activities described in this Agreement.

13. DISPUTE RESOLUTION

- 13.1 In the event of a dispute arising under the terms of this Agreement, the parties agree to make a good-faith attempt to settle the dispute. If the parties cannot resolve the dispute through negotiation, they agree to submit to a mediator by mutual agreement. The parties shall bear the cost of mediation equally.

14. BREACH OF COMMITMENTS AND RECOURSE

- 14.1 The following constitute breach of commitments:

14.1.1 British Columbia, directly or through its representatives, makes or made, otherwise than in good faith, a false declaration or a misrepresentation to Canada; or

14.1.2 One of the conditions or commitments included in this Agreement has not been fulfilled; or

14.1.3 Canada suspends or withholds for no legitimate reason payments of its contribution with respect to amounts already owing or future payments.

- 14.2 In the event of breach of commitments, Canada may avail itself of the following remedies:

14.2.1 Reduce Canada's contribution to British Columbia and inform it accordingly;

14.2.2 Suspend any payment of Canada's contribution, either with respect to amounts already owing or future payments; and

14.2.3 Rescind this Agreement and immediately terminate any financial obligation arising out of it.

- 14.3 In the event of breach of commitments, British Columbia may avail itself of the following remedies:

14.3.1 Suspend some activity provided for in the strategic plan (Schedule B); and

14.3.2 Rescind this Agreement and immediately terminate any financial obligation arising out of it.

- 14.4 The fact that one of the two parties refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred on it shall not prevent it in any way in the future from exercising any other right or remedy under this Agreement or other applicable law.

15. ASSIGNMENT

- 15.1 This Agreement, and any benefit thereunder, may not be assigned without prior written approval from Canada.

16. APPLICABLE STATUTES

- 16.1 This Agreement shall be governed by and interpreted in accordance with the applicable statutes in British Columbia.

17. COMMUNICATIONS

- 17.1 Any communication concerning this Agreement intended for Canada shall be sent by mail to:

Director, Operations and Regional Coordination
Official Languages Branch
Department of Canadian Heritage
15 Eddy St., 7th Floor
Gatineau, Quebec
K1A 0M5

- 17.2 Any communication concerning this Agreement intended for British Columbia shall be sent by mail to:

Director, HR, Corporate Initiatives and Francophone Affairs Program
Intergovernmental Relations Secretariat
P. O. Box 9433 Stn Prov Govt
Victoria, British Columbia
V8W 9V3

- 17.3 Any communication sent in this way shall be deemed to have been received after the time required for a letter to reach its destination.

18. TERM

- 18.1 This Agreement binds British Columbia and Canada for the period starting April 1, 2018, and ending March 31, 2023, and all contributions to be provided by Canada in accordance with the provisions of this Agreement are to be applied only to the measures implemented and the expenditures incurred by British Columbia in carrying out its strategic plan (Schedule B).

19. AMENDMENT OR TERMINATION

- 19.1 The Parties may, with mutual written consent, amend or terminate this Agreement during the term of said Agreement.

20. DESCRIPTION OF THE CONTRIBUTION AGREEMENT

- 20.1 This Agreement, including the following schedules that form an integral part of it and subsequent amendments to them, constitutes the entire Agreement between the parties and supersedes all previous and future documents, negotiations, understandings and undertakings related to its subject matter. The two parties acknowledge having read the Agreement and agree with its contents.

SCHEDULE A – Administrative Procedures and Conditions

SCHEDULE B – Strategic Plan

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date that appears on the first page.

ON BEHALF OF CANADA



The Honourable Mélanie Joly
Minister of Canadian Heritage

Witness

FRANCE FORTIER

Name in block letters
A/ Director



Signature

ON BEHALF OF BRITISH CANADA



The Honourable Adrian Dix
Minister of Health and Minister Responsible for
the Francophone Affairs Program

Witness

LUCINDA YEUNG

Name in block letters



Signature

ADMINISTRATIVE PROCEDURES AND CONDITIONS

1. PAYMENT TERMS

1.1 Strategic Plan

1.1.1 Canada's contributions to British Columbia's strategic plan (Schedule B) referred to in clause 4.1 of this Agreement shall be paid as follows:

- (a) an initial advance payment representing one half (50%) of Canada's contribution for fiscal year 2018-2019 shall be made following the production of British Columbia's strategic plan (Schedule B) and the signing of this Agreement, provided that the requirements for previous payments related to the *Canada-British Columbia Agreement on French Language services 2018-2019 to 2022-2023* have been met;
- (b) for each subsequent fiscal year, a first advance payment representing one half (50%) of Canada's contribution for that fiscal year shall be made on or about April 15 following the production, if necessary, of an updated strategic plan (Schedule B), provided that requirements for the previous payments have been met;
- (c) For the first four fiscal years of this Agreement, a second and final advance payment not exceeding the balance of Canada's contribution for that fiscal year shall be made following the production of:
 - i) a final report on results and actual expenditures for the previous fiscal year; and
 - ii) 1) an interim financial statement showing the actual expenditures incurred by British Columbia during the period ending September 30 of the current fiscal year and the anticipated expenditures up to March 31 of the same fiscal year; or
2) a final report on results and actual expenditures for the fiscal year in question;
- (d) for the final fiscal year, a second and final payment not exceeding the balance of Canada's contribution for that fiscal year shall be made following the production of:
 - i) a final report on results and actual expenditures for the previous fiscal year; and
 - ii) a final report on results and actual expenditures for the fiscal year in question.

1.2 Special Projects

Canada's contribution to British Columbia for the special projects referred to in clause 4.3 of this Agreement shall be paid in accordance with the following breakdown:

1.2.1 For one-year projects:

- (a) an initial advance payment representing one half (50%) of Canada's contribution for that fiscal year shall be made following approval of the federal minister;
- (b) a second and final payment not exceeding the balance of Canada's contribution for that fiscal year shall be made following the production of a final report on results and actual expenditures made by British Columbia for the fiscal year in question.

1.2.2 For multi-year projects:

- (a) an initial advance payment representing one half (50%) of Canada's contribution for the current fiscal year shall be made following approval of the federal minister;
- (b) for subsequent fiscal years, a first advance payment representing one half (50%) of Canada's contribution for those years shall be made on or about April 15 provided that requirements for the previous payments have been met;
- (c) for the first fiscal year, a second and final advance payment not exceeding the balance of Canada's contribution for that fiscal year shall be made following the production of an interim financial statement reporting actual expenditures made by British Columbia during the period ending September 30 of the current fiscal year and anticipated expenditures up to March 31 of the same fiscal year;
- (d) for each subsequent fiscal year except the last, a second and final advance payment not exceeding the balance of Canada's contribution for that year shall be made following the production of:
 - i) a final report on results and actual expenditures for the previous fiscal year; and
 - ii) 1) an interim financial statement showing the actual expenditures incurred by British Columbia during the period ending September 30 of the current fiscal year and the anticipated expenditures up to March 31 of the same fiscal year; or
2) a final report on results and actual expenditures for the fiscal year in question;
- (e) for the final fiscal year, a second and final payment not exceeding the balance of Canada's contribution for that year shall be made following the production of:
 - i) a final report on results and actual expenditures for the previous fiscal year; and
 - ii) a final report on results and actual expenditures for the fiscal year in question.

1.3 Expenditure forecasts before March 31

British Columbia agrees to provide Canada, before March 31 of each year, with confirmation that the planned expenditures for the current fiscal year have, in fact, been incurred in accordance with the terms of this Agreement. The attestation form, to be provided by Canadian Heritage, shall be signed by a person duly authorized by British Columbia.

2. TRANSFERS

- 2.1 British Columbia can transfer funds between measures for the same objective.
- 2.2 British Columbia can transfer funds between objectives in the strategic plan (Schedule B) if none of the objectives impacted by the transfer(s) is subject to an increase or decrease exceeding 15% of the amount of the annual contribution allocated to each one.
- 2.3 Canada and British Columbia can agree in writing, no later than February 15 of the fiscal year in question, to transfer funds between objectives in the strategic plan (Schedule B) if at least one objective impacted by the transfer(s) is subject to an increase or decrease exceeding 15% of the annual contribution allocated to each one.
- 2.4 Canada and British Columbia agree that the transfers targeted by clauses 2.1, 2.2 and 2.3 shall not jeopardize achievement of the expected results in the strategic plan (Schedule B).
- 2.5 British Columbia agrees to make no transfer between the funding provided in clause 4.1 of this Agreement for British Columbia's strategic plan (Schedule B) and the contributions for special projects provided by Canada as part of the provisions of clause 4.3 of this Agreement.

3. FINANCIAL STATEMENTS AND REPORTS ON RESULTS

- 3.1 Interim financial statements and final reports on results and actual expenditures shall be approved by a person duly authorized by British Columbia. British Columbia shall provide interim financial statements and final reports using templates provided by the Department of Canadian Heritage. Canada and British Columbia will hold further discussions if clarifications or additional information are requested.
- 3.2 It is agreed that within six (6) months following the end of each fiscal year of this Agreement, British Columbia shall provide Canada with a final report on the results and actual expenditures of each fiscal year, based on the measures, performance indicators, targets and outcomes set forth in the strategic plan (Schedule B).
- 3.3 The financial statements shall separately present the budget established for each measure set forth in the strategic plan (Schedule B), federal and provincial contributions, and, for each measure, all expenditures incurred by British Columbia, including those incurred before the signing of this Agreement. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- 3.4 In the context of this Agreement, British Columbia agrees to keep accounts and documents up to date and in due form in accordance with provincial records management standards.

4. NATIONAL REPORTS ON RESULTS

- 4.1 Canada reserves the right to produce and publish a national report on best practices and progress made within the framework of the Development of Official-Language Communities Program.
- 4.2 Canada agrees to consult British Columbia through the Intergovernmental Network of the Canadian Francophonie on the report's development and production schedule.
- 4.3 Canada agrees to consult British Columbia to agree on the content of the elements of the national report that are specific to British Columbia.

5. PUBLIC INFORMATION

- 5.1 Canada and British Columbia agree to make the text of this Agreement and its schedules available to the Canadian public.
- 5.2 British Columbia agrees to make available to the public copies of the final report on results and actual expenditures as part of this Agreement. Interested individuals may contact British Columbia in accordance with the provisions of clause 17.2 of this Agreement.
- 5.3 British Columbia agrees to give recognition to Canada's participation when conducting publicity for the measures for which financial assistance was provided by Canada. For the purpose of this Agreement, publicity includes, but is not limited to, speeches, news releases, public announcements, websites, social media and reports from provincial departments or agencies. British Columbia agrees to provide Canada with samples of these various types of publicity.
- 5.4 Canada and British Columbia agree to share, at the time of its publication, any public report on services in French that may be produced, to be used as complementary information.
- 5.5 Canada and British Columbia agree that communications with and publications for the general public regarding this Agreement will be issued in both official languages.

6. OVERPAYMENT

- 6.1 The parties agree that, if payments made to British Columbia under this Agreement exceed the amounts to which British Columbia is entitled, the overpayment shall be returned to Canada, failing which Canada may reduce its future contributions to British Columbia by an equivalent amount.

7. FINANCIAL AUDITS

- 7.1 In the event a financial audit is deemed necessary within a period of up to five (5) years after the end of this Agreement, Canada and British Columbia agree that it would be conducted by the Auditor General of British Columbia.

8. EVALUATION

- 8.1 British Columbia is responsible for evaluating the measures funded under this Agreement, and shall determine the scope of the evaluation and the methodology and procedures to be used. British Columbia shall provide Canada with a report on the measures evaluated.
- 8.2 Canada is responsible for evaluating the Development of Official-Language Communities Program. Information relevant to this evaluation will be drawn from the annual reports on results produced by British Columbia.
- 8.3 Canada and British Columbia may agree on a joint evaluation for all or some of the measures funded under this Agreement. In such cases, the two parties shall fund the evaluation in compliance with the cost-sharing procedures provided for in clause 3.1 of this Agreement.

9. CONSULTATIONS

- 9.1 British Columbia shall conduct consultations with the Francophone community and include in the preamble to its strategic plan (Schedule B) information on the level of community involvement in the development of its overall strategy and preparation of the plan. If there are changes to the strategic plan during the life of the Agreement, the province may consult the Francophone community to ensure the changes are in keeping with their priorities.