

**CANADA–BRITISH COLUMBIA AGREEMENT
ON FRENCH LANGUAGE SERVICES
2024–25 TO 2027–28**

THIS AGREEMENT was concluded in English and in French
this 20th day of June 2024 (the “Effective Date”),

BETWEEN: **HIS MAJESTY THE KING IN RIGHT OF CANADA**, hereinafter called
“Canada”, represented by the Minister of State (Official Languages),

AND: **HIS MAJESTY THE KING IN RIGHT OF BRITISH COLUMBIA**, hereinafter
called “British Columbia”, represented by the Minister of Health and Minister
responsible for the Francophone Affairs of British Columbia.

“Canada” and “British Columbia” are referred to individually as a “Party” or collectively as the
“Parties”.

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 those languages;

WHEREAS British Columbia adopted a French-language Policy effective April 1, 2024, in which the
province committed to gradually improve government ability to serve Francophones throughout the
province;

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 minority 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 and assist
the development of official language minority communities in Canada, and to promote a coordinated
approach by federal institutions in pursuit of those objectives;

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

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

WHEREAS the Parties are members of the Ministers’ Council on the Canadian Francophonie and
share its overall objectives of promoting the vitality of the Canadian Francophonie and the availability
of services in French through intergovernmental cooperation.

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

1. PURPOSE OF AGREEMENT

1.1 The purpose of this Agreement is to establish a new multi-year collaboration framework
between the Parties 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 C to this Agreement.

1.2 Subject to the provisions of this Agreement, Canada agrees to pay a portion of the eligible
expenditures incurred by British Columbia to implement its Strategic Plan (Schedule C).

2. MAXIMUM AMOUNT OF CANADA’S FINANCIAL CONTRIBUTION

2.1 Subject to all terms and conditions in this Agreement, Canada agrees to contribute to the eligible expenditures incurred by British Columbia for the purposes set out in Section 1 of this Agreement. Canada’s total financial contribution shall not exceed the lesser of eight million seven hundred and eighty-four thousand nine hundred and twelve dollars (8,784,912) or 50% of the total eligible expenditures incurred by British Columbia over the term of this Agreement.

Fiscal Year	Contribution
2024–25	\$2,196,228
2025–26	\$2,196,228
2026–27	\$2,196,228
2027–28	\$2,196,228
Total	\$8,784,912

2.2 Canada’s financial contribution is conditional on British Columbia providing a financial contribution equivalent in value to or greater than that of Canada for the implementation of its Strategic Plan (Schedule C).

2.3 If funds in addition to Canada’s contribution outlined in subsection 2.1 are made available during the term of this Agreement, the Agreement will be amended accordingly. Any increase in Canada’s financial contribution will be conditional upon British Columbia providing a financial contribution equivalent to or greater than that of Canada’s increased financial contribution amount to implement its revised Strategic Plan (Schedule C). The Parties will agree on an updated Strategic Plan (Schedule C) that reflects these additional investments.

2.4 For each fiscal year covered by this Agreement, Canada may provide British Columbia with financial support over and above the amounts identified in subsection 2.1 of this Agreement, for special measures or projects proposed by British Columbia, subject to approval by Canada. Those measures and projects must be included in a document to be attached to British Columbia’s Strategic Plan (Schedule C) and will form an integral part thereof.

2.5 Complementary contributions

2.5.1 The Parties may approve complementary contributions in addition to the amounts identified in subsection 2.1 of this Agreement during the term thereof. Under this Agreement, complementary contributions include funding made available to the provincial and territorial governments for such purposes as:

2.5.1.1 one-time, non-recurring special projects that contribute to the creation of new provincial French-language service or services in minority settings, including the creation of new municipal or local service or services in French or the collaboration and sharing of expertise on French-language services between provincial and territorial governments; and

2.5.1.2 one-time, non-recurring projects that support or that contribute to strengthening the cultural, artistic and heritage expressions of official language minority communities and to ensuring outreach of the wealth and diverse cultural, artistic and heritage expressions of official language minority communities through the Community Cultural Action Fund of the Development of Official-Language Communities Program.

2.5.2 Unless otherwise specified, any complementary contributions from Canada under this subsection 2.5 are conditional on British Columbia making a financial contribution equivalent to or greater than that complementary contribution of Canada during the term of the project in question.

2.5.3 Canada agrees to honour multi-year commitments made for specific projects with British Columbia during the term of this Agreement but expiring after the years covered by this Agreement. The payment terms described in this Agreement will continue to apply unless the Parties mutually agree to amend them in the subsequent bilateral Agreement with British Columbia. Any payment for these projects beyond the term of this Agreement shall be conditional on a bilateral agreement with British Columbia being in place, covering the period targeted by the payment.

2.5.4 The provision of complementary contributions as described in subsection 2.5.1 shall not result in any adjustment to the funding provided for and within the budgets described in subsection 2.1 of this Agreement.

2.5.5 The Administrative Procedures and Conditions governing the payment of Canada's contribution are included in Schedule A to this Agreement.

3. DURATION

3.1 This Agreement will, notwithstanding its date of execution, take effect on the Effective Date and will cease, subject to its termination on a prior date, after the expiration of the activity period as indicated in subsection 3.2 of this Agreement, the production a final report by British Columbia and the deposit of the final payment by Canada.

3.2 Subject to termination in accordance with its terms, this Agreement covers the activities described in the Strategic Plan (Schedule C) of this Agreement for the period commencing on April 1st, 2024, and ending on March 31st, 2028. Unless otherwise pre-authorized by Canada, only goods and services rendered within this time period shall be considered to be eligible expenditures.

4. STRATEGIC PLAN

4.1 The multi-year Strategic Plan (Schedule C) includes a preamble that 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 2024–25 to 2027–28 agreement period. It also includes a description of the consultation process carried out with official language minority communities.

4.2 The Parties agree that the contributions referred to in subsection 2.1 of this Agreement apply only to the measures described in British Columbia's Strategic Plan (Schedule C), based on the federal and provincial budget breakdown (if applicable) included in this Agreement.

4.3 The Strategic Plan provides, for each strategic objective, and for the duration of this Agreement, a table presenting the following information:

4.3.1 at least one performance indicator and one target for each planned actions funded, baseline (reference) data for the performance indicators and targets, as well as a timeline for achieving those targets;

4.3.2 a description of the planned actions and expected results for each strategic objective funded;

4.3.3 for each strategic objective funded and by fiscal year, Canada's and British Columbia's contributions with respect to the anticipated eligible expenditures; and

4.3.4 for each sector of activity funded and by fiscal year, Canada's and British Columbia's contributions with respect to the anticipated eligible expenditures.

4.4 British Columbia can develop and submit its Strategic Plan (Schedule C) in the manner the province deems to be most appropriate to its particular circumstances. If there is a need, in Canada's opinion, to clarify and determine the relevance of the information provided, British Columbia agrees to hold discussions with Canada.

5. REDUCTION/TERMINATION OF THIS AGREEMENT

5.1 Notwithstanding Canada's obligation to make any payment provided for in this Agreement, Canada's obligation is subject to the appropriation of funds by the Parliament of Canada and to the maintenance of current and forecast budget levels for the Development of Official-Language Communities Program.

- 5.2 In the event of a reduction or termination of the funding of this program as evidenced by any appropriation act or the federal Crown's Main and Supplementary Estimates expenditures, Canada may, upon giving British Columbia written notice of no less than six (6) months, reduce the funding or terminate this Agreement. Subject to the terms and conditions of this Agreement, in the event that funding is terminated under this program, Canada shall reimburse British Columbia for any eligible costs incurred up to the end date of that notice period. Notwithstanding any other provision of this Agreement, the financial obligations of Canada shall cease at the end of the notice period or following its payment of any reimbursement pursuant to the preceding sentence.
- 5.3 Notwithstanding any other provision of this Agreement, any contribution by British Columbia in support of the Strategic Plan (Schedule C) is subject to the following conditions:
- 5.3.1 there being sufficient monies available in an appropriation, as defined in the British Columbia *Financial Administration Act* ("FAA"), sufficient to enable British Columbia to provide any contribution under this Agreement at the time it is to be provided, and
- 5.3.2 the Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under an appropriation referred to in subsection (a).

6. ELIGIBLE EXPENDITURES

- 6.1 For the purposes of this agreement, eligible expenditures 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 C).

7. COORDINATION

- 7.1 The Parties 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. At that time, the Parties may, if necessary, agree to any amendments to be made to the Strategic Plan (Schedule C).

8. LIABILITY OF CANADA AND BRITISH COLUMBIA

- 8.1 Neither of the Parties shall be liable for any injury, including death, or for any loss or damage to the property of the other Party or anyone else that occurs through the implementation of this Agreement unless such injury, loss or damage is caused by the negligence, wilful misconduct or bad faith of one of the Parties, their ministers, or their employees, officers or agents.
- 8.2 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 activities for which the contribution is granted in this Agreement.

9. INDEMNIFICATION

- 9.1 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.

10. DISPUTE RESOLUTION

- 10.1 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 give good-faith consideration to using an alternate method to resolve the dispute.

11. BREACH OF COMMITMENTS AND RECOURSE

11.1 The following constitute breach of commitments under this Agreement:

11.1.1 Either Party, directly or through their representatives, knowingly makes or made, a false declaration, or a misrepresentation; or

11.1.2 One of the conditions or commitments included in this Agreement has not been fulfilled by either Party; or

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

11.2 In the event of breach of commitments by British Columbia, subject to subsection 11.4, Canada may avail itself of one or more of the following remedies:

11.2.1 Reduce Canada's contribution to British Columbia, in an amount commensurate with any loss caused by the breach, and inform it accordingly;

11.2.2 Suspend any payment of Canada's contribution, either with respect to amounts already owing or future payments, in an amount commensurate with any loss caused by the breach; and

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

11.3 In the event of breach of commitments by Canada, subject to subsection 11.4, British Columbia may avail itself of one or more of the following remedies:

11.3.1 Suspend some activity provided for in the Strategic Plan (Schedule C), in an amount commensurate with any loss caused by the breach; and

11.3.2 Rescind this Agreement and immediately terminate any of British Columbia's financial obligation arising out of it.

11.4 Where either Party determines that the other Party is in breach of its commitments, notice to that effect must be transmitted to the Party to which the breach is attributed so that remedial action may be taken before any remedies are exercised.

11.5 No waiver of any breach nor any failure to exercise a remedy by either Party under this Agreement shall be considered to be a waiver of any other breach nor a waiver of such remedy and shall not prevent that Party from exercising any other right or remedy available to it under this Agreement or at law.

12. ASSIGNMENT

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

13. APPLICABLE STATUTES

13.1 This agreement shall be governed by and interpreted in accordance with the applicable statutes in British Columbia.

14. INTERPRETATION

14.1 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.

15. NOTICE

15.1 Any notice, request, information or any other document required under this Agreement shall be deemed given if it is delivered in person or sent by email or mail to the address below. Any notice delivered in person shall be deemed to have been received upon delivery; any notice sent by email shall be deemed to have been received one (1) working day after it is sent; and any notice that is mailed shall be deemed to have been received eight (8) working days after being mailed.

15.2 All notices shall be sent to the following addresses:

British Columbia:

Intergovernmental Relations Secretariat
Post Office Box 9433
Station Provincial Government
Victoria, British Columbia
V8W 9V3

Canada:

Department of Canadian Heritage
Official Languages Branch
15 Eddy Street
Gatineau, Quebec
J8X 4B3

16. AMENDMENT OR TERMINATION

16.1 The Parties may, with mutual written consent and the necessary approvals, amend or terminate this Agreement. To be valid, any amendment to this Agreement shall be in writing and shall be signed by the Parties' duly authorized representatives, while this Agreement is in effect.

17. CONTENT OF AGREEMENT

17.1 This Agreement, including the following schedules that form an integral part of this Agreement and subsequent amendments thereto, constitutes the entire agreement between the Parties with respect to its subject matter. This Agreement supersedes all previous documents, negotiations, understandings, and undertakings related to its subject matter. The Parties acknowledge having read this Agreement and agree with its content.

SCHEDULE A – Administrative Procedures and Conditions

SCHEDULE B – Communications

SCHEDULE C – Strategic Plan 2024–25 to 2027–28

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement, to be made effective as of the Effective Date.

ON BEHALF OF CANADA

ON BEHALF OF BRITISH COLUMBIA



The Honourable Randy Boissonnault
Minister of State (Official Languages)

The Honourable Adrian Dix
Minister of Health
Minister responsible for Francophone Affairs

ADMINISTRATIVE PROCEDURES AND CONDITIONS

1. PAYMENT TERMS

1.1 Strategic Plan

Canada's contributions to British Columbia's Strategic Plan (Schedule C) referred to in subsection 2.1 of this Agreement shall be paid as follows:

First payments

- (a) For fiscal year 2024–25, an initial advance payment representing one half (50%) of Canada's contribution for that fiscal year shall be made following the production of British Columbia's Strategic Plan (Schedule C) and the signing of this Agreement, provided that British Columbia's requirements for the previous payments related to the *Canada-British Columbia Agreement on French-language Services 2018–19 to 2023–24* have been met.
- (b) For each subsequent fiscal year, an advance payment representing one half (50%) of Canada's contribution for that fiscal year shall be made following British Columbia's production, if necessary, of an updated Strategic Plan (Schedule C), provided that British Columbia's requirements for the previous payments have been met.

Second and final payments

- (a) For the first three fiscal years of this Agreement, a second payment not exceeding the balance of Canada's contribution for that fiscal year shall be made following British Columbia's production of a final report on results and actual expenditures for the fiscal year in question.
- (b) For the final fiscal year (2027–28), a second and final payment not exceeding the balance of Canada's contribution for that fiscal year shall be made following British Columbia's production of a final report on results and actual expenditures for fiscal year 2027–28.

1.2 Special projects

Canada's contribution to British Columbia for the special projects referred to in subsection 2.4 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 project shall be made following approval of the project by Canada.
- (b) A final payment not exceeding the balance of Canada's contribution for that project shall be made following British Columbia's production of a final report on results and actual expenditures incurred by British Columbia for the project.

1.2.2 For projects longer than one year:

First payments

- (a) An initial advance payment representing one half (50%) of Canada's contribution for the first fiscal year of the project shall be made following approval of the project by Canada.
- (b) For subsequent fiscal years, an advance payment representing one half (50%) of Canada's contribution for those fiscal years shall be made, provided that British Columbia's requirements for the previous payments have been met.

Second and final payments

- (a) For the first fiscal year, a second payment not exceeding the balance of Canada's contribution for that fiscal year shall be made following British Columbia's production of a final report on results and actual expenditures for the project's first fiscal year.
- (b) For each subsequent fiscal year except the last, a second payment not exceeding the balance of Canada's contribution for that fiscal year shall be made following British Columbia's production of a final report on results and actual expenditures for the fiscal year in question.
- (c) For the final fiscal year, a final reimbursement payment not exceeding the balance of Canada's contribution for that fiscal year shall be made following British Columbia's 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 to the end of the final fiscal year.

1.3 **Annual Attestation**

British Columbia agrees to provide Canada, by March 31st 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 may transfer funds between measures for the same strategic objective of the Strategic Plan (Schedule C).
- 2.2 British Columbia may transfer funds between strategic objectives in the Strategic Plan (Schedule C) if none of the objectives impacted by the transfer(s) is subject to an increase or decrease exceeding 15% of Canada's annual contribution allocated to each one.
- 2.3 The Parties may agree, in writing, no later than February 15 of the current fiscal year, to transfer funds between strategic objectives in the Strategic Plan (Schedule C) if at least one objective impacted by the transfer(s) is subject to an increase or decrease exceeding 15% of Canada's annual contribution allocated to each one. British Columbia will need to specify what amount is being transferred, why this amount is being transferred and what the new expected result of the objective will be.
- 2.4 British Columbia agrees to make no transfer between the funding provided in subsection 2.1 of this Agreement for British Columbia's Strategic Plan (Schedule C) and the contributions for special measures or projects provided by Canada as part of the provisions of subsection 2.4 of this Agreement.

3. ACCOUNTABILITY

- 3.1 The Parties agree that they must be accountable to the public, to the Parliament of Canada and to the Legislative Assembly of British Columbia for the proper use of the funds provided under this Agreement and for the results achieved by those investments.
- 3.2 The interim financial statements and final reports on results and actual expenditures shall be approved by a person duly authorized by the province. British Columbia shall provide interim financial statements and final reports using templates provided by the Department of Canadian Heritage. The Parties shall hold further discussions if clarifications or additional information are requested.
- 3.3 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 for each fiscal year, based on the measures, performance indicators, targets and results set forth in the Strategic Plan (Schedule C), and on the actual expenditures.

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 the province.

5. OVERPAYMENT

5.1 The Parties agree that, if payments made to British Columbia exceed the amounts to which British Columbia is entitled during the term of this Agreement, the overpayment shall constitute a debt to Canada and shall be returned to Canada.

5.2 Where any amount owing to Canada has not been repaid or reimbursed under this Agreement, an amount equal to the amount due may be retained by way of deduction from or set-off against any sum of money that may be due or payable to British Columbia under this Agreement only. Should all payments due to British Columbia under this Agreement be made, British Columbia shall reimburse Canada via direct deposit payable to the Receiver General of Canada.

6. FINANCIAL AUDITS

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

7. EVALUATION

7.1 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.

7.2 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.

7.3 The Parties may agree on a joint evaluation for all or some of the measures funded under this Agreement. In such cases, the Parties shall fund the evaluation in compliance with the cost-sharing procedures provided for in subsection 2.1 of this Agreement.

8. CONSULTATIONS

8.1 British Columbia shall conduct consultations with the official language minority community and shall include information on the consultation process in the preamble to its Strategic Plan (Schedule C). If there are changes to the Strategic Plan during the term of the Agreement, the province may consult the official language minority community to ensure the changes are in keeping with their priorities.

COMMUNICATIONS

1. PUBLIC INFORMATION

- 1.1 The Parties agree that once signed, this Agreement, including the Strategic Plan (Schedule C), and the related reports may be made available to the public by either Party.
- 1.2 Evaluations, audits and other reviews regarding this Agreement, may be made available to the public by either Party with the approval of the other Party.

2. JOINT COMMUNICATIONS

- 2.1 The Parties shall designate communications contacts who will be responsible for overseeing coordinated communications to the Canadian public.
- 2.2 Any announcement of the approved funding as well as subsequent public communications on this Agreement shall be agreed to by both Parties.
- 2.3 British Columbia shall provide Canada with an opportunity to participate in milestone events related to this Agreement and shall inform Canada of the proposed activities planned for these events.
- 2.4 All joint communications material shall be approved by both Parties prior to release and shall recognize equally the financial contributions of each Party.
- 2.5 The Parties agree that joint communications and publications relating to this Agreement shall be available in English and French in separate formats.

3. INDIVIDUAL COMMUNICATIONS

- 3.1 Notwithstanding Section 2 of this Schedule, the Parties retain the right to meet their respective obligations to communicate information to Canadians and British Columbians about this Agreement and the use of funds through their own communications activities.
- 3.2 The Parties shall recognize their respective financial contribution to this Agreement when conducting public communications, including, but not limited to, speeches, news releases, public announcements, websites and reports from provincial ministries and agencies.
- 3.3 British Columbia shall take all reasonable measures to ensure that any other recipient of Canada's financial contribution mentions the contributions, wherever appropriate, in any publicity relating to this Agreement.
- 3.4 The Parties agree that communications and publications intended for the public regarding this Agreement shall be available in both official languages.

4. MEDIA RELATIONS

- 4.1 The Parties shall share information promptly should significant media inquiries be received, or emerging media or stakeholder issues arise in relation to this Agreement.