

**CANADA – BRITISH COLUMBIA CO-OPERATION AGREEMENT
ON OFFICIAL LANGUAGES**

2005-06

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THIS AGREEMENT was concluded in French and in English
this 26th day of April 2005.

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

AND: HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA, hereinafter
called “British Columbia”, represented by the Minister of State for
Intergovernmental Relations of British Columbia.

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

WHEREAS Canada believes that, according to the *Official Languages Act* (Canada) and its official
languages policy, it is important to cooperate 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 the two 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 co-ordinated
approach by federal institutions in pursuit of these objectives;

WHEREAS, within the framework of its *Action Plan for Official Languages* (hereafter called
“Canada’s Action Plan”) announced on March 12, 2003, Canada identifies federal-provincial
collaboration for service delivery in the language of the minority (French) as one of the priority areas
to foster renewed vitality to the country’s linguistic duality;

WHEREAS Canada and British Columbia wish to establish, through this Agreement, a general
framework for the planning and implementation of various initiatives and activities to increase the
capability of the government of British Columbia to support the development and vitality of its
Francophone community by promoting the start-up and development of a basic service infrastructure in
priority areas;

AND WHEREAS British Columbia, as a member of the Ministerial Conference on Francophone
Affairs, agreed in 2002 to a series of principles of government leadership with respect to the Canadian
Francophonie.

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

1. DEFINITIONS

- a) “Federal Minister” means the Minister of Canadian Heritage or anyone authorized to act
on his/her behalf;
- b) “Provincial Minister” means the Minister of State for Intergovernmental Relations for
British Columbia or other Minister as determined by British Columbia or anyone
authorized to act on his or her behalf;
- c) “Ministers” means the Federal Minister, the Provincial Minister and any other Ministers
of Canada and British Columbia involved in implementing this Agreement;
- d) “Official languages” means the English and French languages;
- e) “Fiscal year” means the period commencing April 1 of any year and terminating March
31 of the year immediately following;

- f) "Management Committee" means an administrative mechanism co-chaired and co-managed by the representatives designated by the signatories of this Agreement and created for the term of this Agreement to ensure its full implementation.
- g) "Strategic Plan" means British Columbia's Strategic Plan attached as Schedule B to this Agreement and as amended from time to time.
- h) "Community" means a group of individuals who identify themselves as belonging to a structured or informal group centred on a shared Francophone identity basis.
- i) "In-kind contribution" means the monetary value equivalent to the time and or expenses incurred by a British Columbia ministry or agency.

2. PURPOSE OF THE AGREEMENT

- 2.1 The purpose of this Agreement is to provide funding and a mechanism for coordination and joint planning of initiatives and activities that will enable British Columbia to increase its capacity to support its Francophone community by promoting the start-up and development of a basic service infrastructure in priority areas as presented in the Strategic Plan.

3. PURPOSE OF THE CONTRIBUTION

- 3.1 Subject to the provisions of this Agreement, Canada agrees to pay a portion of the eligible expenses incurred by British Columbia to implement the Strategic Plan.

- 3.2 The Strategic Plan will include, but is not limited to:

- 3.2.1 a preamble:

- a) describing the general orientation, objectives and priorities of the province for 2005-06;
- b) describing the level of community involvement in the development of the Strategic Plan;
- c) describing how the actions reflect overall provincial priorities;
- d) providing the strategy the province will use to implement the Strategic Plan and the data sources that will be used to measure the expected results; and
- e) other special considerations, as required.

- 3.2.2 A table describing:

- a) the expected outputs;
- b) the types of initiatives and activities that will be undertaken to achieve these outputs;
- c) the performance indicators selected to measure progress; and
- d) the breakdown by objective of eligible forecasted expenditures and the respective contributions from both orders of government.

4. CONTRIBUTION OF CANADA AND BRITISH COLUMBIA

- 4.1 Subject to the appropriation of funds by Parliament, to the maintenance of current and forecasted budget levels to March 31, 2006 of the *Development of Official-Language Communities* Program, *Community Life* component, and to the Administrative Procedures and Conditions in Schedule A of this Agreement, Canada agrees to contribute to the eligible expenses incurred by British Columbia in implementing the 2005-06 Strategic Plan, an amount not to exceed five hundred thousand dollars (\$500,000). All contributions to be provided by Canada in accordance with the provisions of this Agreement are to be applied to the initiatives and activities implemented and the expenses incurred by British Columbia in carrying out the Strategic Plan.

- 4.2 Special Project Funding

Canada may provide British Columbia with financial support, over and above the amount identified in paragraph 4.1, for one-time measures and projects proposed by British Columbia subject to approval by the Federal Minister. These measures and projects will be included in a document to become part of the Strategic Plan. This document will include the following information on the measure or project: title, duration, objectives, expected results, total forecasted budget, Canada's contribution, and British Columbia's contribution.

- 4.3 Notwithstanding any other provision of this Agreement, any monetary or in kind contribution by British Columbia in support of the Strategic Plan is subject to:
- a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* (British Columbia) (the "FAA"), to enable British Columbia, when any payment of money by British Columbia pursuant to this Agreement is required, to make that payment; and
 - b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

4.4 British Columbia agrees to contribute to a maximum of two hundred and fifty thousand dollars (\$250,000). British Columbia's contribution may include in-kind expenditures.

5. ELIGIBLE EXPENSES

5.1 For the purposes of this Agreement, eligible expenses include, but are not limited to, any expenditure made by British Columbia, whether a monetary or in-kind contribution, related to the planning, study, research, development and implementation of the initiatives and activities supporting the Strategic Plan.

6. COORDINATION

6.1 The Federal Minister and the Provincial Minister shall each appoint a senior official who will co-chair the Management Committee.

6.2 Management Committee members may designate an official to replace them at meetings and may also call upon other federal or provincial ministries/departments as needed.

6.3 The Management Committee shall meet to, among others:

- a) review the Strategic Plan to ensure that the objectives are being achieved and that the operating mechanisms are efficient;
- b) meet or consult, when appropriate, representatives of other federal and provincial ministries/departments or agencies or other appropriate individuals in order to encourage the collaboration and participation of all concerned;
- c) prepare the report on outputs and actual expenditures and evaluations mentioned in this Agreement, as well as other documents presented by British Columbia in accordance with the present Agreement and, if necessary, modifications to the Strategic Plan;
- d) ensure that the other duties or tasks set out in this Agreement or assigned by the Ministers are performed;
- e) ensure that these undertakings are completed with diligence and within a timeframe considered satisfactory by both parties.

6.4 All expenses relating to the Management Committee shall be borne by the respective Management Committee members.

7. APPROVED ACTIONS/MEASURES AND BUDGETS

7.1 Canada and British Columbia agree that the contributions referred to in paragraphs 4.1, 4.2 and 4.4 apply only to the initiatives and activities described in British Columbia's Strategic Plan, based on the federal and provincial budget breakdown included in this Agreement.

8. ACCOUNTABILITY

8.1 Canada and British Columbia acknowledge that Canada is accountable to Parliament and British Columbia is accountable to its legislature. Canada and British Columbia agree that they must be accountable to the general public for the proper use of funds provided under this Agreement and the results achieved by these investments.

8.2 Within six months of the end of the fiscal year, British Columbia shall provide a final statement of outputs achieved and of expenses incurred by the province between April 1 and March 31 similar in format to Schedule C to this Agreement and certified by British Columbia's co-chair of the Management Committee.

9. PARTNERSHIP

9.1 Canada and British Columbia 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.

10. MEMBERS OF THE HOUSE OF COMMONS, THE SENATE OR THE LEGISLATIVE ASSEMBLY OF BRITISH COLUMBIA

10.1 No member of the House of Commons, the Senate nor the Legislative Assembly of British Columbia may take part in this Agreement nor benefit from it in any way.

11. FORMER FEDERAL PUBLIC OFFICE HOLDERS AND PUBLIC SERVANTS

11.1 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 and Post-Employment Code for Public Office Holders* or the *Values and Ethics Code for the Public Service* may receive a direct benefit from this Agreement.

12. COLLABORATION WITH OTHER PROVINCES AND TERRITORIES

12.1 Canada and British Columbia agree that it is important to explore opportunities for collaboration between Canada, British Columbia and other provinces and territories to support Francophone community development.

13. OTHER FEDERAL DEPARTMENTS (INTERDEPARTMENTAL COORDINATION)

13.1 The Department of Canadian Heritage, in fulfilling its mandate to create and promote a concerted approach within federal institutions towards development of official-language communities and promotion of official languages, shall encourage these institutions to collaborate with their counterparts in British Columbia on the implementation of this Agreement.

14. LIABILITY

14.1 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 a contribution is granted in this Agreement.

15. INDEMNIFICATION

15.1 British Columbia shall indemnify Canada, the Minister of Canadian Heritage and their employees, officers or agents, and release them from any liability for claims, losses, damages, expenses and costs related to any injury or death, or loss or damage to property caused or alleged to be caused by British Columbia or its employees, officers or agents in carrying out the activities described in this Agreement.

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

16. DISPUTE RESOLUTION

16.1 In the event of a dispute arising under the terms of this Agreement, the parties agree to try to make a good faith attempt to settle the dispute. In the event that the parties cannot resolve the dispute through negotiation, they agree to submit the dispute to a mutually agreed mediator. The parties will bear the cost of any mediation equally.

17. AMENDMENT OR TERMINATION

- 17.1 Canada and British Columbia may, with mutual written consent, amend this Agreement any time during the term of this Agreement.
- 17.2 Notwithstanding any other provision of this Agreement, should British Columbia fail to comply with any of the terms of the Agreement, Canada may terminate the Agreement upon giving written notice of the alleged default to British Columbia and upon giving British Columbia a reasonable time to cure the alleged default. Upon termination, Canada agrees to make contributions for eligible expenses incurred up to the date of termination.
- 17.3 The fact that Canada or British Columbia refrain 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.

18. ASSIGNMENT

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

19. APPLICABLE STATUTES

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

20. COMMUNICATIONS

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

Director, British Columbia/Yukon District
Department of Canadian Heritage
400-300 West Georgia Street
Vancouver, British Columbia V6B 6C6

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

Intergovernmental Relations Secretariat
421 Menzies Street, Second Floor
Victoria, British Columbia V8V 1X4

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

21. DURATION

- 21.1 This Agreement binds British Columbia and Canada for the period starting April 1, 2005, and ending on March 31, 2006.

22. DESCRIPTION OF THE CONTRIBUTION AGREEMENT

- 22.1 This Agreement, including the following schedules that form an integral part of this Agreement 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. British Columbia acknowledges having read the Agreement and agrees with the contents.

SCHEDULE A – *Administrative Procedures and Conditions*

SCHEDULE B – *British Columbia's Strategic Plan*

SCHEDULE C – *Proposed Model - Certified Final Statement of Expenses and Outputs*

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

ON BEHALF OF CANADA

(Signed) Liza Frulla

Minister of Canadian Heritage and
Minister responsible for Status of Women

IN THE PRESENCE OF

(Signed) Nicole Lacasse

Witness

ON BEHALF OF BRITISH COLUMBIA

(Signed) Athana Mentzelopoulos
(for Sindy Hawkins)

Minister of State for Intergovernmental Relations

IN THE PRESENCE OF

(Signed) Pierrette Maranda

Witness

ADMINISTRATIVE PROCEDURES AND CONDITIONS

1. PAYMENT TERMS

1.1 Strategic Plan

1.1.1 Canada's contribution to the Strategic Plan shall be paid as follows:

- a) an initial advance payment representing approximately one half (50%) of Canada's contribution for fiscal year 2005-06 shall be made upon receipt and acceptance of the Strategic Plan and signing of this Agreement;
- b) the second payment, not exceeding the balance of Canada's contribution for this fiscal year, shall be made upon receipt and acceptance of:
 - i) a certified interim financial statement reporting actual expenditures incurred for the period ending September 30th of the current year and anticipated expenditures up to March 31 of the same fiscal year.

1.2 Special Projects

Canada's contribution to British Columbia for special projects, referred to in paragraph 4.2 of this Agreement, shall be paid as follows.

1.2.1 For one-year projects:

- (a) an initial advance payment representing approximately one half (50%) of Canada's contribution for that fiscal year shall be paid following approval of the Minister of Canadian Heritage;
- (b) a second and final advance payment, not exceeding the balance of Canada's contribution for that fiscal year, shall be paid after receipt and acceptance by Canada of a certified 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.

1.2.2 For multi-year projects:

Funding of multi-year projects beyond 2005-06 will be subject to the renewal of this agreement, and the contribution shall be paid as follows:

- (a) an initial advance payment representing approximately one half (50%) of Canada's contribution for that first fiscal year shall be paid following approval of the Minister of Canadian Heritage;
- (b) for each subsequent fiscal year, a first advance payment representing approximately one half (50%) of Canada's contribution for that year shall be made on or about April 15 if all requirements for previous payments have been met;
- (c) for the first year of a multi-year project, a second and final advance payment, not exceeding the balance of Canada's contribution for that fiscal year, shall be paid after receipt and acceptance by Canada of a certified interim financial statement reporting actual expenditures made by British Columbia during the period ending September 30 of the current year and anticipated expenditures up to March 31 of the same fiscal year;
- (d) for each subsequent fiscal year, a second and final advance payment, not exceeding the balance of Canada's contribution for that year, shall be made upon receipt and acceptance by Canada of:
 - i) a certified final report on outputs and actual expenditures related to the special project for the previous fiscal year; and

- ii) a certified 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.

1.3 For all special projects, British Columbia agrees to provide Canada with a final report certified by British Columbia's co-chair of the management committee, on outputs and actual expenditures related to the special project. British Columbia agrees to provide this report no later than September 30 of the fiscal year that follows the last year of the special project.

2. TRANSFERS

2.1 Should a transfer of funds between objectives be required to meet the Strategic Plan objectives, the federal and provincial co-chairs of the Management Committee agree to review and approve the transfer. British Columbia must submit to Canada a request in writing for the transfer, and this request must be made no later than February 15, 2006.

2.2 British Columbia may transfer funds between measures for the same objective in order to meet the Strategic Plan objectives, insofar as these transfers do not jeopardize the ability to achieve the expected results in the provincial Strategic Plan.

3. CERTIFIED FINAL REPORT ON OUTPUTS AND ACTUAL EXPENDITURES

3.1 British Columbia agrees to keep accounts and records of the revenues and expenditures for the subject matter of this Agreement. For the purposes of this Agreement, British Columbia will retain all financial accounts, source documents and other useful documents for a period of five years following the expiration of this Agreement.

3.2 British Columbia shall provide Canada with a certified final statement of expenditures relating to actual expenditures under the agreement and outputs based on the indicators in the provincial Strategic Plan within six months following the end of the fiscal year. This final statement of expenditures and outputs must be certified by a senior program officer of British Columbia.

4. REPORTING TO CITIZENS

4.1 During the third year of the Department of Canadian Heritage's program cycle (2007-2008), Canada agrees to produce and publish a report featuring best practices and progress achieved across the country beginning in 2005-06, in relation with Canada's *Development of Official-Language Program*.

4.2 Canada agrees to consult and seek the agreement of British Columbia, the Officials Responsible for Francophone Affairs network, and the Ministerial Conference on Francophone Affairs on the content and format of the report prior to its publication.

4.3 British Columbia agrees to share information on best practices for the purpose of the production of the report, including any relevant information from this agreement. British Columbia and Canada further agree to develop indicators to measure progress made towards agreed upon objectives, which could be integrated in strategic plans where and when appropriate.

5. INFORMATION TO THE PUBLIC

5.1 Canada and British Columbia agree to make the text of this Agreement and its schedules available to the Canadian public, in particular on their respective Websites, within a reasonable timeframe following the signature of this Agreement.

5.2 British Columbia agrees to make available to the public copies of certified final report on outputs and actual expenditures as part of this Agreement after these documents have been accepted by Canada. To obtain copies, interested individuals may contact British Columbia in accordance with the provisions of paragraph 20.2 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, without being limited to, news releases and provincial and agency reports. British Columbia agrees to provide Canada with samples of these different kinds of publicity.
- 5.4 Canada and British Columbia agree to share, at the time of its publication, any report on services in French that may be produced, to be used as complementary information.
- 5.5 British Columbia agrees that all its communications with and the publications made available to the general public, in relation to this Agreement, will be 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 The parties agree that Canada reserves the right to audit or to have an audit conducted of the accounts and records of British Columbia in connection with the provisions of this Agreement to ensure compliance with these provisions, and British Columbia agrees to make all records, documents and information relevant to this Agreement available to auditors who may need them. The scope and extent of financial audits and the timing chosen to conduct them will be determined by Canada, and, if needed, these audits may be conducted by Department of Canadian Heritage officials or its agents.
- 7.2 Canada agrees to inform British Columbia of the results of any financial audit, and to pay to British Columbia, as soon as possible after the completion of the audit, any monies that the audit may show to be then due and owing to British Columbia. British Columbia agrees to pay to Canada, on being informed of the results of such financial audit, any monies that the audit may show to be then due and owing to Canada.

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 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 *Community Life Component* of the *Official Language Communities Support Program*. British Columbia shall provide all relevant information necessary for this evaluation.
- 8.3 Canada and British Columbia may agree on a joint evaluation for all or some of the initiatives and activities funded under this agreement. In such cases, the two parties shall fund the evaluation on an equal basis.

9. CONSULTATIONS

- 9.1 British Columbia has included in its Strategic Plan's preamble information on the level of community involvement in the development of its Strategic Plan.

PROPOSED MODEL
CERTIFIED FINAL STATEMENT OF EXPENSES AND OUTPUTS FOR 2005-06
Canada –British Columbia Co-operation Agreement on Official languages

GENERAL OBJECTIVE: To support the BC Francophone community by promoting the start-up and development of a basic service infrastructure in priority areas

Objective:				
PLANNED ACTION/MEASURES 2005-06	EXPECTED RESULTS 2005-06	PERFORMANCE INDICATORS	OUTPUTS ATTAINED 2005-06	ACTUAL EXPENDITURES TO MARCH 31, 2006
				Federal: Provincial: Total:

Certified by: _____ (Senior Program Officer)

Date: _____