

**CANADA - NUNAVUT GENERAL AGREEMENT ON THE PROMOTION OF
FRENCH AND INUKTITUT LANGUAGES**

THIS AGREEMENT was made this 7th day of March 2006

BETWEEN: **GOVERNMENT OF CANADA**, hereinafter referred to as "Canada",
represented by the Minister of Canadian Heritage,

AND: **GOVERNMENT OF NUNAVUT**, hereinafter referred to as "Nunavut",
represented by the Minister of Culture, Languages, Elders and Youth of
Nunavut.

WHEREAS by virtue of the Constitution and the *Official Languages Act*, R.S.C. 1985, c.31, (4th Supp.), English and French are the official languages of Canada, and Canada is committed to the full recognition of the equality of those languages in Nunavut;

WHEREAS the Minister of Canadian Heritage has the mandate on behalf of Canada to cooperate with provincial and territorial governments in fostering the full recognition and use of English and French in Canadian society and to encourage and assist the development of official language communities across Canada;

WHEREAS the Minister of Canadian Heritage has the mandate to help Canada's Aboriginal peoples to define and participate in the resolution of social, cultural and other issues affecting their lives in Canadian society, with particular emphasis on initiatives to preserve, encourage and assist development concerning the linguistic heritage of Aboriginal communities;

WHEREAS by virtue of the *Nunavut Land Claims Agreement*, signed May 25th, 1993, and the *Nunavut Act*, S.C. 1993, c.28, as amended, Nunavut was established on April 1, 1999;

WHEREAS sections 23 (1)(t) of the *Nunavut Act*, and 27 of the *Official Languages Act (Nunavut)*, [R.S.N.W.T. 1988, c. O-1, as amended for Nunavut] authorizes the Nunavut Minister to enter into agreements with the Government of Canada respecting the implementation of the *Official Languages Act (Nunavut)*; ;

WHEREAS Canada and Nunavut recognize and affirm the commitment to recognize French as an official language in Canada, and to cooperate and provide their mutual support for initiatives, designed to preserve, and assist development of French and Inuktitut languages and communities in Nunavut;

WHEREAS Nunavut intends to recognize, preserve, and assist in the development of languages which are indigenous to Nunavut, to continue the use of English, French, and Inuktitut languages as official languages having equal status in Nunavut, to promote the use of these languages, and to undertake initiatives designed to preserve, develop, and enhance these languages, and the cultures of Nunavut as expressed through its official languages;

WHEREAS it is recognized that English, French and Inuktitut are intended to become the official languages in Nunavut as will be reflected in the *Nunavut Act*, S.C., 1993 c.28, ss. 23 (1)(n) and 38; and the *Official Languages Act*, R.S.N.W.T. 1988,c.56 (Supp.), as amended, and duplicated under the *Nunavut Act*, S.C. 1993, c.28, as amended;

WHEREAS Nunavut is mandated to coordinate the delivery of French and Inuktitut government services, government initiatives with respect to the use and revitalization of French and Inuktitut languages, and the implementation, evaluation and monitoring of official languages agreements, obligations, and related funding;

WHEREAS Canada and Nunavut recognize the importance of establishing, for the duration of this Agreement, and thereafter, the framework of cooperation relating to French and Inuktitut languages, for Nunavut;

WHEREAS Canada and Nunavut recognize the importance of Canada's participation in cooperative arrangements respecting French and Inuktitut languages and the need for financial support in order to further the objectives of this Agreement;

WHEREAS Canada and Nunavut have recognized the importance of the recognition, revitalization, preservation, use and development of Inuktitut, and wish to arrive at a satisfactory arrangement for the continuation of the provision of funding for respecting the implementation of the *Official Languages Acts of Nunavut and Canada*;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained, the parties mutually agree as follows:

1.0 DEFINITIONS

1.1 The following definitions apply to this Agreement:

- a) “Annual activity report” means a description of the results obtained in the implementation of each project separately identified and funded under this Agreement prepared for Inuktitut and French languages respectively and including year-end financial statements;
- b) “Federal Minister” means the Minister of Canadian Heritage or anyone authorized to act on her behalf;
- c) “Fiscal Year” means the period commencing on April 1st of any year and terminating on March 31st of the year immediately following;
- d) “Inuit” is the plural form identifying persons of Inuit heritage; “Inuk” means a single member of the group of persons identified as Inuit;
- e) “Inuktitut” means language indigenous to the Inuit of Nunavut and includes Inuktitut and Innuinaqtun;
- f) “Nunavut” means the jurisdiction of Nunavut described and established pursuant to the *Nunavut Act*, S.C. 1993, c.28, effective April 1, 1999;
- g) “Nunavut Minister” means the Premier, or any person authorized to act on his or her behalf; and
- h) “Official Languages of Canada” in relation to Canada means the English and the French languages;
- i) “Official languages of Nunavut” in relation to Nunavut means Inuktitut, English and French languages;
- j) “Project” means each activity or group of activities described in the appendices;

- k) “Year-end financial statements” means statements reporting expenditures incurred, to Fiscal Year-end, under each project funded under this Agreement, prepared for Inuktitut and French languages respectively, and certified by a senior official of Nunavut.

2.0 PURPOSE

The purposes of this Agreement are:

- 2.1 To uphold the recognition of both official languages of Canada, (English and French) in Nunavut, and assist in maintaining Inuktitut;
- 2.2 To contribute to the ongoing development and to the recognition of the equality of those languages in Nunavut;
- 2.3 To maintain and adapt the framework for co-operation between Canada and Nunavut with respect to French and Inuktitut;
- 2.3.1 For Inuktitut the purpose is to assist in protecting the cultural identity of Inuit through the recognition, revitalization, preservation, use and development of Inuktitut, and to provide for community involvement;
- 2.3.2 For the French language, the purpose of this Agreement is to ensure the provision of services in Nunavut and to support community development in compliance with the *Nunavut Official Languages Act*; and
- 2.4 Any other related purpose as may be agreed upon by Canada and Nunavut.

3.0 OBJECTIVES

- 3.1 For Inuktitut, the objectives of this Agreement are:
- 3.1.1 To cooperate and provide for measures designed to preserve Inuktitut, both spoken dialects and written forms, including syllabics and Roman orthography;
- 3.1.2 To cooperate and provide for measures designed to promote the learning of Inuktitut by people of all ages in their communities;
- 3.1.3 To cooperate and assist in the delivery of Nunavut programs, services, resource development, and other development, which supports the use of Inuktitut as living and working language;
- 3.1.4 To cooperate in measures designed to assist unilingual speakers of Inuktitut in public and community life;
- 3.1.5 To provide for the research, consultation, administrative and policy support to implement those programs and services;
- 3.1.6 To support community development; and
- 3.1.7 To cooperate and provide for initiatives designed to identify communities where Inuktitut is at particularly high risk and to respond immediately with supportive and revitalizing programs and services.

3.2 For French, the objectives of the Agreement are:

3.2.1 To ensure the translation of legislation, and the provision of all Nunavut services in French as required under the *Official Languages Act*, R.S.N.W.T. 1988, c.56, (Supp.), as amended, as duplicated under the *Nunavut Act*, S.C. 1993, c.28 as amended;

3.2.2 To provide for the administrative and policy support to implement those programs and services; and

3.2.3 To support community development.

4.0 CANADA'S CONTRIBUTION

4.1 Subject to an appropriation of funds by the Parliament of Canada, to the maintenance of the current and forecasted budgetary levels of the programs under which this Agreement is based, and to the terms of this Agreement, Canada agrees to contribute a total amount not to exceed two million five hundred and fifty thousand dollars (\$2,550,000) for the year 2005-06, toward the expenditures incurred by Nunavut in its implementation of approved projects related to the purposes described in Clause 2.

4.2 The amount allocated to this Agreement in the 2005-06 fiscal year, for Inuktitut and French shall be as follows:

	Inuktitut	French
2005-06	\$1,100,000	\$1,450,000.

4.3 Canada and Nunavut acknowledge that the amounts described in paragraphs 4.1 and 4.2 above may not meet Nunavut's need for funding and other co-operation, particularly in relation to Inuktitut language services and programs. Canada and Nunavut agree that there shall be continued negotiations respecting the adjustment of the said amounts as appropriate.

4.4 For the fiscal year covered by this Agreement, Canada could provide, in addition to the amounts provided for French in section 4.2, financial support for one-time measures and projects proposed by Nunavut for the implementation of French services, subject to the prior approval of the federal Minister. The purpose, the anticipated costs and the expected results of the approved measures or projects shall be described in a document which shall be appended to this Agreement and constitute an integral part of it. The federal Minister may require that such measures or projects be subject to financial statements, activity reports and evaluation mechanisms that are separate from those for other activities funded under this Agreement.

4.5 Nunavut shall not transfer funds approved by the federal Minister under section 4.2 for implementing one-time measures or projects to funds approved under section 4.4 for implementing French services without the written authorization of the federal Minister. In order to request this authorization, Nunavut shall submit a written request to the federal Minister before March 15 of the year in question.

5.0 APPENDICES

5.1 Nunavut shall make a presentation of the projects to be supported in Inuktitut and a separate presentation of the projects to be supported for French, and funding of such projects shall be subject to the agreement of both parties.

- 5.2 The approved projects shall be described in an Appendix, which shall include an outline of projected activities and a budgetary allocation.
- 5.3 There shall be two Appendices which shall constitute integral parts of this Agreement:
- a) Appendix A specifying the approved projects relating to Inuktitut; and
 - b) Appendix B specifying the approved projects relating to French.
- 5.4 The co-chairs appointed pursuant to Clause 6.2 of this Agreement will be responsible for approving the Appendices submitted by Nunavut.
- 5.5 The parties shall endeavor to finalize the Appendices before the beginning of the fiscal year, and shall amend them as appropriate in the course of the fiscal year.
- 5.6 Nunavut may transfer funds between projects reported in the same Appendix as follows:
- 5.6.1 Without the authorization of the federal co-chair if the sum transferred does not increase or decrease by more than 25 per cent the original amount approved for a given project described in a specific Appendix;
 - 5.6.2 With the written authorization of the co-chairs in all other cases.
- 5.7 Nunavut may transfer funds between activities within a given project.
- 5.8 Nunavut may transfer funds between projects in separate Appendices with the written authorization of the co-chairs.
- 5.9 Canada and Nunavut may cooperate in developing pilot projects, studies, or other preliminary initiatives to be funded pursuant to this Agreement.
- 6.0 CONSULTATION AND CO-ORDINATION**
- 6.1 The federal Minister and the Nunavut Minister, or their designates, shall meet at least once during the course of this Agreement to:
- 6.1.1 Report on the progress made as it relates to the objectives; and
 - 6.1.2 Review priorities as required.
- 6.2 An Agreement Management Committee will be established and will be co-chaired by two senior officials, one designated by the federal Minister and one by the Nunavut Minister. At its first meeting, the Agreement Management Committee will develop terms of reference to guide its work.
- 6.3 The Agreement Management Committee will be responsible for overseeing the administration of the terms of the Agreement.
- 6.4 The co-chairs will be responsible for approving the annual activity report, and year-end financial statements and other notices submitted by Nunavut in accordance with the terms of this Agreement. Within thirty working days of the receipt of the year-end financial statements, the federal co-chair agrees to inform Nunavut whether they are accepted by Canada.

6.5 The Agreement Management Committee may include a representative of Nunavut Tunngavik Incorporated, the Nunavut Social Development Council, or other "Designated Inuit Organization" designated pursuant to the *Nunavut Land Claims Agreement*.

7.0 PAYMENT

7.1 Canada's contribution for the projects described in a specific Appendix shall be made to Nunavut as follows:

7.1.1 A first payment representing approximately 50% of Canada's contribution shall be made upon the federal co-chair's approval of the projects that this contribution is intended to support and following the signing of this Agreement; and

7.1.2 a second and final payment representing the balance of Canada's contribution shall be made on or about October 1, following receipt and acceptance by the federal co-chair of an interim financial statement certified by a senior official of Nunavut of actual expenditures made as of September 30, 2005 and anticipated expenditures to March 31, 2006, as well as the acceptance by the co-chairs that Nunavut has complied with all other provisions of the Agreement, by providing the final activity report and year-end statements as required under Clause 6.4.

8.0 OVERPAYMENT

8.1 Where payments made to Nunavut under this Agreement exceed the amount required or expended in accordance with this Agreement, the excess amount is payable forthwith to Canada. Where any excess amount has not been repaid, an amount equal to the surplus may be retained by way of deduction from, or set-off against, any sum of money that may be due or payable to Nunavut.

9.0 ACCOUNTABILITY

9.1 Canada and Nunavut must be in a position to demonstrate to the Parliament of Canada, to the Legislative Assembly of Nunavut and to the Canadian public that the financial assistance Nunavut receives from Canada under this Agreement contributes to the attainment of the objectives set out herein. To this end, the year-end financial statements and the activity report will normally serve to demonstrate that the contribution of Canada is related to the costs incurred in fulfilling the purposes described in Clause 2 so that Canada can provide Parliament and the Canadian public with satisfactory assurance thereof.

10.0 ACCOUNTS, FINANCIAL STATEMENTS AND ACTIVITY REPORTS

10.1 Nunavut shall keep proper accounts and records of the revenues and expenditures, in accordance with the Financial Administration Act, R.S.N.W.T. 1988, c. F-4, as amended, as duplicated under the *Nunavut Act*, S.C. 1993, c.28, as amended, for the purposes of this Agreement, including all related invoices, receipts and vouchers for a period of at least three years after the expiry of this Agreement.

10.2 Nunavut shall provide the federal co-chair with the final annual activity report and year-end certified financial statements covering the Fiscal Year of this Agreement within six-months of the expiry of this Agreement.

10.3 The year-end financial statement shall report expenditures incurred by project, as outlined in the appendices.

11.0 FINANCIAL AUDIT

- 11.1 Canada reserves the right to undertake, or cause to have undertaken, a financial audit of the accounts and records of Nunavut concerning the projects funded by Canada's contribution, and Nunavut shall make available to such auditors any records, documents or information that the auditors may require. The scope, coverage and timing of such financial audits shall be as determined by Canada and, if conducted, may be carried out by officials of the Department of Canadian Heritage or their agent(s).
- 11.2 Canada agrees to inform Nunavut of the financial results of any audit, and to pay Nunavut as soon as possible after the completion of the audit any moneys that the audit may show to be then due and owing to Nunavut. Nunavut agrees to pay Canada, on being informed of the results of such audit, any moneys that the audit may show to be then due and owing to Canada.

12.0 EVALUATION

- 12.1 Canada and Nunavut agree that the parties will undertake an evaluation both of individual projects and of the progress attained toward the overall objectives of this Agreement. The Management Committee established under Clause 6.2 may develop, within twelve months of the signing of this Agreement, a mechanism for evaluating the measures and projects undertaken under this Agreement.

13.0 OFFICIAL LANGUAGES IN EDUCATION

- 13.1 This Agreement does not have the effect of modifying in any way any agreement between Canada and Nunavut on minority-language education and second-language instruction.

14.0 OTHER FEDERAL DEPARTMENTS

- 14.1 The Minister of Canadian Heritage, in fulfilling her mandate respecting the purposes described in Clause 2 of this Agreement, shall encourage federal departments and agencies to collaborate with their counterparts in Nunavut by participating in discussions and adopting courses of action as may be appropriate.

15.0 PUBLIC INFORMATION AND CONSULTATION

- 15.1 Canada and Nunavut agree that the text of this Agreement and the Appendices shall be made available to the general public, once they have been approved.
- 15.2 Nunavut agrees to acknowledge Canada's contribution in all of its publicity pertaining to those projects and activities that benefit from Canada's support and that third parties benefiting from the Agreement shall also acknowledge such support.
- 15.3 Canada and Nunavut agree on the importance of providing sufficient information to the various public served by this Agreement and ensuring consultation with interested parties, in particular, representatives of the Inuit and Francophone communities, and the public of Nunavut, on the Agreement and the various projects giving effect thereto.

16.0 CO-OPERATION WITH THE OTHER PROVINCES AND THE TERRITORIES

- 16.1 Canada and Nunavut agree on the importance of exploring possibilities of co-operation between Canada, Nunavut and other provinces as well as the territories in the area of official languages in Canada.

17.0 DURATION

17.1 This Agreement shall be binding on the parties for the period beginning April 1, 2005, and ending March 31, 2006, and all contributions payable by Canada under this Agreement shall be paid in accordance with the activities carried out and the expenditures incurred by Nunavut during the fiscal year covered by this Agreement.

18.0 METHOD OF AMENDMENT

18.1 This Agreement may be amended by the mutual written consent of both federal and Nunavut Ministers. Proposals to amend the clauses of this Agreement shall be submitted prior to March 15, 2006.

18.2 Amendments to the Appendices of this Agreement are to be approved by the co-chairs of the Agreement. Proposals to amend the text of the Appendices shall be submitted prior to March 15, 2006.

18.3 The duration of this Agreement may be extended by the mutual written consent of both federal and Nunavut Ministers.

19.0 MEMBERS OF THE HOUSE OF COMMONS, THE SENATE AND THE LEGISLATIVE ASSEMBLY OF NUNAVUT

19.1 No member of the House of Commons, Senate or the Legislative Assembly of Nunavut shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

20.0 GOVERNMENT OFFICIALS AND EMPLOYEES

20.1 No official or employee of the Government of Canada or of the Government of Nunavut shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom without the written consent of the officials' or employees' Minister.

21.0 LIABILITY OF CANADA

21.1 Canada shall not be liable for any injury including death to the person, or for loss or damages to the property of Nunavut or of anyone else, occasioned by or in any way attributable to Nunavut under this Agreement, unless such injury, loss or damage is caused by the negligence of an office or agent of Canada acting within the scope of his or her employment.

22.0 TERMINATION

22.1 Notwithstanding any other provision of this Agreement, should Nunavut fail to comply with any of the terms of the Agreement, Canada may, upon reasonable notice given to Nunavut and reasonable time to cure the defaults complained of, terminate the Agreement.

23.0 PARTNERSHIP

23.1 The parties acknowledge that this Contribution Agreement does not constitute an association for the purpose of establishing a partnership or joint venture and does not create an agency relationship between Canada and Nunavut.

24.0 DISPUTE RESOLUTION

24.1 Notwithstanding anything else in this Agreement, in the event of any dispute of any kind whatsoever arising under or out of this Agreement, the parties will make best efforts first to settle such dispute by negotiation in good faith. If any such dispute cannot be resolved through such negotiation, the parties will seek mediation by appointment of an independent mediator and no remedy or other action provided for or contemplated by this Agreement in respect of such dispute may be taken by either party until the mediator appointed for the purposes of such mediation has submitted a written statement to both parties that, despite the parties having made all reasonable efforts in good faith, the mediator is of the opinion that the dispute in question cannot be resolved. Thereafter the parties may pursue any remedy provided for under this Agreement or available to them at law.

25.0 ASSIGNMENT

25.1 This Contribution Agreement and the benefits arising from it are not assignable, except with the prior written consent of the Federal Minister.

26.0 ADVANCE PAYMENTS

26.1 Where the terms of the Agreement permit advance payments to be made, such advance payments shall be considered debts owed to Canada until such time as Nunavut has accounted for the said advance payments in accordance with the terms of the Agreement and to the satisfaction of Canada.

27.0 NOTICES AND COMMUNICATIONS

27.1 Any communication to Canada or Nunavut in connection with this Agreement may be sent respectively to:

Director, Manitoba and Nunavut
Department of Canadian Heritage
Post Office Box 2160
275 Portage Avenue, 2nd Floor
Winnipeg, Manitoba
R3C 3R5

Deputy Minister
Department of Culture, Languages, Elders and Youth
Government of Nunavut
P.O. Box 1000, Station 800
Iqaluit, Nunavut
XOA OHO

27.2 Any communication may be sent by letter, electronic mail or facsimile and shall be deemed received at the time when, in the ordinary course of events, such a letter, electronic mail or facsimile would have reached its destination.

IN WITNESS WHEREOF the parties have executed this Agreement on the day first written above.

ON BEHALF OF CANADA

ON BEHALF OF NUNAVUT

Beverley J. Oda

Louis Tapardjuk

Minister of Canadian Heritage and
Minister responsible for Status of
Women

Minister of Culture, Languages, Elders
and Youth

IN THE PRESENCE OF:

IN THE PRESENCE OF:

Joanne McNamara

David Akeeagok

Witness

Witness