

**CANADA - MANITOBA
GENERAL AGREEMENT ON THE PROMOTION OF OFFICIAL LANGUAGES**

THIS AGREEMENT made this 16th day of February 2001

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF CANADA, hereinafter referred to as "Canada",
represented by the Minister of Canadian Heritage

OF THE FIRST PART

AND: HER MAJESTY THE QUEEN IN RIGHT OF MANITOBA, hereinafter referred to as "Manitoba",
represented by the Minister responsible for Manitoba's French Language Services.

OF THE SECOND PART.

WHEREAS by virtue of the Constitution of Canada and the Official Languages Act, English and French are the official languages of Canada and Canada recognizes its responsibilities and commitment towards those languages;

WHEREAS Manitoba is dedicated to fulfilling its obligations under Section 23 of the Manitoba Act which affirms the equality of status of the English and French languages in the Legislature of Manitoba and before the Courts of Manitoba;

WHEREAS Manitoba has adopted a French Language Services Policy which recognizes the fact that the French-speaking population of Manitoba is a constituent part of one of the fundamental characteristics of Canada. The Policy's purpose is to allow this community and the institutions serving it to access comparable government services in the language of the laws of Manitoba;

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 Canada and Manitoba wish to establish, through this Agreement, a general framework for the planning and implementation of various measures to increase the capability of the administrative authorities targeted by the Government of Manitoba's French Language Services Policy to deliver services in the French language and to support the development of the French-language community of Manitoba.

NOW THEREFORE the parties agree as follows:

1.0 DEFINITIONS

The following definitions apply to this Agreement:

- a) "Federal Minister" means Minister of Canadian Heritage or anyone authorized to act on her behalf;
- b) "Provincial Minister" means the Minister responsible for Manitoba's French Language Services or anyone authorized to act on his behalf;
- c) "Ministers" means the Federal Minister and the Provincial Minister as well as any other Ministers of the Governments of Canada and Manitoba involved in implementing this Agreement;
- d) "Official languages" means the English and the French languages;
- e) "Fiscal year" means the period commencing on April 1st of any year and terminating on March 31st of the year immediately following;
- f) "Eligible expenses" are expenditures related to the planning, study, research, development and implementation of activities supporting Manitoba's action plan on French-language services;
- g) "Action Plan" means a document describing the objectives, strategies, expected outcomes and performance indicators relating to the activities carried out by Manitoba in the context of this Agreement and giving, for each objective, the proposed allocation for Canada's total contribution and that of Manitoba.

2.0 PURPOSE

2.1 The purpose of this Agreement is to provide multi-year funding and to establish a mechanism for co-operation between Canada and Manitoba in order to ensure the continued development, enhancement and implementation of quality services in French as per Manitoba's French Language Services Policy and to contribute to the development and vitality of the francophone community.

3.0 OBJECTIVES

3.1 The Manitoba government is seeking funding to meet the following broad but measurable objectives with respect to the implementation of services to the French-language community:

- a) ensure the active offer of services in French as per the Province's obligations under Section 23 of the Manitoba Act and the Manitoba Government French Language Services Policy;
- b) support and promote the offer of health and social services in French as required by Regulation or under the Manitoba Government French-Language Services Policy;
- c) assist municipal government agencies in providing French-language services in the bilingual municipalities;
- d) support the development and vitality of the French-speaking community in Manitoba.

3.2 Canada and Manitoba agree that there shall be an action plan which forms an integral part of this Agreement (see Appendix I) that will include, for each of the objectives mentioned in section 3.1:

- a) a description of the activities to be undertaken;
- b) a description of expected outcomes;
- c) a description of performance indicators by which Manitoba will measure achievement of outcomes;
- d) the proposed allocation of Canada's total contribution and that of Manitoba for each objective.

4.0 CONSULTATION AND CO-ORDINATION

4.1 An Agreement Management Committee will be established and will be co-chaired by a federal official designated by the Federal Minister and by a provincial official designated by the Provincial Minister.

4.2 The Management Committee's co-chairpersons may designate an official to replace them at the Committee's meetings and may invite officials from other federal or provincial departments to attend the meetings as needed.

4.3 The Management Committee shall meet as required and at least once annually to:

- a) review the objectives and priorities of the action plan as well as progress made on expected outcomes;
- b) review the measures and activities that Manitoba expects to implement to achieve the objectives of the action plan;
- c) examine the annual activity reports, financial statements and other notices submitted by Manitoba in accordance with the terms of this Agreement, including transfers between objectives, and agree upon amendments to the action plan as required;
- d) ensure a full exchange of information between the two parties;
- e) meet representatives of federal and provincial departments or agencies, members of the French-language community or other appropriate individuals in order to encourage the co-operation and participation of all concerned;
- f) ensure the performance of other duties or tasks set out in this Agreement or assigned by the Ministers.

4.4 The federal and provincial co-chairpersons of the Agreement Management Committee will approve, for the purposes of this Agreement, on behalf of their respective government, the annual activity reports, financial statements, other notices, transfers of funds between the objectives of the action plan and amendments to the action plan referred to in section 4.3 c).

5.0 CANADA'S CONTRIBUTION

5.1 Subject to an appropriation of funds by the Parliament of Canada, to the maintenance of the current and forecasted budget levels of the *Intergovernmental Co-operation* component of the Official Languages Support Programs and to the terms of this Agreement, Canada agrees to pay up to 50 percent of the eligible costs incurred by Manitoba in implementing the action plan mentioned in section 3.2, according to the terms of this Agreement.

To that end, Canada's contribution to Manitoba for each fiscal year of the Agreement shall be as follows:

2000-2001	\$900,000
2001-2002	\$900,000
2002-2003	\$900,000
2003-2004	\$900,000

5.2 For each fiscal year covered by this Agreement, Canada could provide, in addition to the amounts provided for in section 5.1, financial support for one-time measures and projects proposed by Manitoba, 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 annually to this Agreement and constitute an integral part of it (see Appendix II). The Federal Minister could 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.

5.3 Manitoba shall not transfer funds approved by the Federal Minister under section 5.2 for implementing one-time measures or projects to funds approved under section 5.1 for implementing Manitoba's action plan without the written authorization of the Federal Minister. In order to request this authorization, Manitoba shall submit a written request to the Federal Minister before March 15 of the year in question.

5.4 Subject to the injection of funds into the *Intergovernmental Co-operation* component of the Official Languages Support Programs over and above the current and forecasted budgetary levels, Canada undertakes to review increasing its total contribution under this Agreement.

6.0 PAYMENTS

6.1 For each fiscal year, Canada's contributions to Manitoba's action plan shall be made as follows:

- a) an initial payment representing approximately half (50 percent) of Canada's contribution for the first year will be made after the signing of this Agreement and the acceptance by Canada of the action plan;
- b) for each subsequent fiscal year, the initial payment, representing about one half (50 percent) of Canada's contribution for that year, shall be made subject to the receipt and acceptance of a detailed activity report on the progress accomplished in meeting the objectives of the action plan for the preceding fiscal year and, where necessary, an updated action plan, provided that the requirements for the preceding payments have been met;
- c) for each year of the Agreement, a second and final payment, representing the balance of Canada's contribution for that year, will be made upon receipt and acceptance of:
 - (i) a certified final financial statement for Canada's contribution for the previous year; and
 - (ii) a certified interim financial statement reporting actual expenditures incurred for the period ending November 30 of the current year and anticipated expenditures up to March 31 of the same fiscal year.

6.2 Should payments made under this Agreement exceed the amounts to which Manitoba is entitled in accordance with this Agreement, any such surplus is payable forthwith to Canada. If this is not done, Canada may deduct from subsequent contributions to Manitoba an amount equivalent thereto.

6.3 Where payments made under section 6.1 are based on anticipated expenditures, such payments shall be debts owed to Canada until such time as Manitoba has accounted for the said expenditures in accordance with the terms of the Agreement and to the Federal Minister's satisfaction.

7.0 ACCOUNTABILITY

7.1 Canada and Manitoba agree that the financial assistance Manitoba receives from Canada under this Agreement must contribute to the attainment of the objectives set out herein. To this end, the Provincial Minister agrees to provide the Federal Minister with information each year which demonstrates that Canada's contributions are related to the costs incurred in implementing the objectives of the Agreement.

8.0 ACCOUNTS AND FINANCIAL STATEMENTS

- 8.1 Manitoba agrees to keep accounts and records of the revenues and expenditures for the subject matter of this Agreement.
- 8.2 For each fiscal year, Manitoba shall provide certified final statements of expenditures for Canada's contribution within six months following the end of each fiscal year.
- 8.3 For the purposes of this Agreement, a senior financial officer, so authorized by Manitoba, shall certify statements of expenditures provided by Manitoba to Canada, similar in format to the example of the interim statement of expenditures found in Appendix III that constitutes an integral part of this Agreement.

9.0 FINANCIAL AUDIT

- 9.1 Canada reserves the right to undertake, or cause to have undertaken, a financial audit of the accounts and records of Manitoba concerning the measures and projects funded by Canada's contribution, and Manitoba shall make available to such auditors any records, documents and 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).
- 9.2 Canada agrees to inform Manitoba of the financial results of any audit, and to pay Manitoba as soon as possible after the completion of the audit, any monies which the audit may show to be due and owing to Manitoba. Likewise, Manitoba agrees to inform Canada of the results of an independent financial audit and pay any monies that the audit show may be due and owing to Canada.

10.0 EVALUATION

- 10.1 Manitoba is responsible for evaluation of the measures and projects funded under this Agreement and shall determine the scope of the evaluation and the methodology and procedures to be used. Manitoba shall provide Canada with a report on the measures and projects evaluated.
- 10.2 Canada is responsible for evaluation of the *Intergovernmental Co-operation* component of its Official Languages Support Programs. Manitoba shall provide all relevant information necessary for this evaluation.
- 10.3 Canada and Manitoba may agree on a joint evaluation, for all or some of the measures and projects funded under this Agreement. In such cases, the two parties shall fund the evaluation on an equal basis.
- 10.4 The Management Committee established under section 4.1 may develop, within twelve months of the signing of this Agreement, a mechanism for evaluating the measures and projects undertaken under this Agreement.
- 10.5 The Management Committee will, as necessary, review the evaluation mechanism and the data and information arising from it.

11.0 OTHER FEDERAL DEPARTMENTS

- 11.1 The Department of Canadian Heritage, in fulfilling its mandate to promote a co-ordinated approach by federal departments and agencies to the development of official language communities and the promotion of official languages, shall encourage them to collaborate with their counterparts in Manitoba by participating in discussions and adopting courses of action that may enhance French-language services.

12.0 PUBLIC INFORMATION AND CONSULTATION

- 12.1 Canada and Manitoba agree that the text of this Agreement and the action plan shall be made available to the Canadian public.
- 12.2 Manitoba agrees to acknowledge Canada's contribution in its publicity pertaining to activities arising from this Agreement.
- 12.3 Canada and Manitoba agree on the importance of providing sufficient information to the various publics served by this Agreement and of taking measures considered appropriate to ensure consultation with interested parties.
- 12.4 Manitoba also agrees to encourage organizations receiving financial assistance under this Agreement through Manitoba, to acknowledge in both official languages, where appropriate, Canada's and Manitoba's contributions for the implementation of French-language services.

13.0 CO-OPERATION WITH THE OTHER PROVINCES AND THE TERRITORIES

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

14.0 DURATION

14.1 This Agreement is deemed to be in force from April 1, 2000 to March 31, 2004.

14.2 This Agreement may be renewed for a further period upon written agreement of both Ministers or their designated representatives.

15.0 METHOD OF AMENDMENT

15.1 This Agreement may be amended by the mutual written consent of both Ministers or of their designated representatives.

16.0 MEMBERS OF THE HOUSE OF COMMONS, SENATE OR THE LEGISLATIVE ASSEMBLY OF MANITOBA

16.1 No member of the House of Commons or the Senate or the Legislative Assembly of Manitoba shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

17.0 GOVERNMENT OFFICIALS AND EMPLOYEES

17.1 No official or employee of Canada or Manitoba shall be admitted to any share or part of this Agreement or to any benefits arising therefrom without a written consent of the official's or employee's minister.

18.0 LIABILITY

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

19.0 TERMINATION

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

20.0 PARTNERSHIP

20.1 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 Manitoba.

21.0 DISPUTES

21.1 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.

22.0 ASSIGNMENT

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

23.0 NOTICES AND COMMUNICATIONS

23.1 Any notice to Canada in connection with this Agreement may be sent by letter or facsimile to:

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

Facsimile : (204) 984-5348

23.2 Any notice to Manitoba in connection with this Agreement may be sent by letter or facsimile to:

Special Advisor
French Language Services Secretariat
Government of Manitoba
Legislative Building
Room 103
Winnipeg, Manitoba
R3C 0V8

Facsimile : (204) 948-2015

23.3 Any notice so given shall be deemed to have been received at the time when, in the ordinary course of events, such a letter or facsimile would have reached its destination.

IN WITNESS WHEREOF the parties have executed this Agreement on the day first written above, by their proper officers or representatives, as the case may be, duly authorized in that behalf:

ON BEHALF OF CANADA

ON BEHALF OF MANITOBA

(Signed) Sheila Copps
Minister of Canadian Heritage

(Signed) Greg Selinger
Minister responsible for French Language Services

IN THE PRESENCE OF:

IN THE PRESENCE OF:

Witness

Witness

Appendix III
Interim Statement of Expenditures
Canada - Manitoba General Agreement on the Promotion of Official Languages

	Budget	Actual as of November 30, ____	Anticipated to March 31, ____
	\$	\$	\$
Objective 1: To ensure the active offer of services in French as per the Province's obligations under Section 23 of the Manitoba Act and the Manitoba Government French Language Services Policy. Expenditures Items <div style="text-align: right;">Sub-total</div>			
Objective 2: To support and promote the offer of health and social services in French as required by Regulation or under the Manitoba Government French Language Services Policy. Expenditures Items <div style="text-align: right;">Sub-total</div>			
Objective 3: To assist municipal government agencies in providing French language services in the bilingual municipalities. Expenditures Items <div style="text-align: right;">Sub-total</div>			
Objective 4: To support the development and vitality of the French-speaking community in Manitoba. Expenditures Items <div style="text-align: right;">Sub-total</div>			
GRAND TOTAL			