

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

THIS AGREEMENT made this 8th day of March 2002

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 ALBERTA, hereinafter referred to as "Alberta", represented by the Minister of Community Development

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 commitments towards those languages;

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 Alberta have already signed the *Canada-Alberta Co-operation Agreement on the Promotion of Official Languages* to support the project, Francophone Cultural Showcases, over two years (2000-2002);

WHEREAS Canada and Alberta wish to establish, through this Agreement, a general framework for the planning and implementation of various measures in support of the development of the French-language community of Alberta.

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 of Community Development 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 Alberta 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 Alberta’s action plan on French-language services;
- g) “Action Plan” means a document describing the targeted objectives, the activities to be undertaken, the expected outcomes, the performance indicators to be used to evaluate the expected outcomes and outlining the proposed allocation for Canada’s total contribution and that of Alberta between the targeted objectives.

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 Alberta, in keeping with the mandate of the Alberta Francophone Secretariat, to contribute to the development and vitality of the francophone community.

3.0 OBJECTIVES

- 3.1 The general objectives of this agreement are:
 - a) to assist the Francophone community in a number of areas of development, such as arts and culture, economic development, health, early childhood and youth initiatives, and heritage preservation;
 - b) to communicate with the French-language community through formal and informal means;
 - c) to work in partnership with other provinces and territories and the federal government to facilitate the provision of services to the francophone community in Alberta.

4.0 ACTION PLAN

- 4.1 Alberta shall present its action plan, developed in accordance with the mandate of the Francophone Secretariat, which is to serve as a liaison between the Alberta government and the Alberta francophone community and to clarify and represent the needs of the francophone community within government. The provincial action plan is contained in Schedule 1 and forms an integral part of this Agreement. This action plan covers three years and includes:
 - a) a description of the objectives;
 - b) a description of the types of activities that could be undertaken to meet the objectives of the Agreement;
 - c) a description of Alberta’s expected outcomes;
 - d) a description of performance indicators set by Alberta to measure the achievement outcomes;
 - e) the proposed allocation of Canada’s total contribution and that of Alberta for each objective.

4.2 For 2002-03 and 2003-04 of the Agreement, Alberta shall specify the appropriate federal and provincial funding to be allocated to the activities included in the action plan for those years. Alberta shall provide this information to Canada no later than February 15 of the previous fiscal year. Such information shall be considered as an amendment to the action plan.

5.0 CONSULTATION AND CO-ORDINATION

5.1 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.

5.2 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.

5.3 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 activities that Alberta expects to implement to achieve the objectives of the action plan;
- c) examine the annual activity reports, financial statements and other notices submitted by Alberta 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) as necessary, 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.

5.4 The co-chairpersons of the Agreement Management Committee will approve jointly, for the purposes of this Agreement, the annual activity reports, financial statements, other notices, transfers of funds between the objectives of the action plan and any amendments to the action plan.

6.0 CANADA'S CONTRIBUTION

6.1 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 the lesser of seven hundred and twenty thousand dollars (\$720,000) and 50 percent of the total eligible costs incurred by Alberta in implementing the three-year action plan mentioned in section 4.1, according to the terms of this Agreement. To that end, Canada's contribution will be distributed as follows:

2001-2002	\$160,000
2002-2003	\$320,000
2003-2004	\$240,000.

6.2 Subject to section 5.4 of this Agreement, Alberta may transfer funds between objectives of the action plan.

- 6.3 For each fiscal year covered by this Agreement, Canada could provide, in addition to the amounts provided for in section 6.1, financial support for one-time measures and projects proposed by Alberta, 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. 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.
- 6.4 Alberta may transfer funds provided under section 6.3 to funds approved under section 6.1 with the authorization in writing of Canada. Alberta shall submit a request for any request to Canada before March 15 in the year in question.

7.0 PAYMENTS

- 7.1 For each fiscal year, Canada's contributions to Alberta'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 upon the signing of this Agreement, and the acceptance by Canada of the provincial 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 by Canada of a report on the progress 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 by Canada of:
 - (i) a certified final financial statement for Canada's contribution for the previous year except for the first year of the agreement; for 2001-02, the province will provide a certified final financial statement for Canada's contribution in 2000-01 to the *Canada-Alberta Co-operation Agreement on the Promotion of Official Languages* for the project, Francophone Cultural Showcases; 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.
- 7.2 Should payments made under this Agreement exceed the amounts to which Alberta 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 Alberta an amount equivalent thereto.
- 7.3 Where payments made under section 7.1 are based on anticipated expenditures, such payments shall be debts owed to Canada until such time as Alberta has accounted for the said expenditures in accordance with the terms of the Agreement and to the Federal Minister's satisfaction.

8.0 ACCOUNTABILITY

8.1 Canada and Alberta agree that the financial assistance Alberta receives from Canada under this Agreement must contribute to the attainment of the objectives set out herein.

9.0 ACCOUNTS AND FINANCIAL STATEMENTS

9.1 Alberta agrees to keep accounts and records of the revenues and expenditures for the subject matter of this Agreement.

9.2 At the end of this Agreement, Alberta shall provide certified final statements of expenditures for Canada's contribution within six months following the last fiscal year of this Agreement.

9.3 For the purposes of this Agreement, a senior financial officer, so authorized by Alberta, shall certify statements of expenditures provided by Alberta to Canada.

10.0 FINANCIAL AUDIT

10.1 Canada reserves the right to undertake, or cause to have undertaken, a financial audit of the accounts and records of Alberta concerning the measures and projects funded by Canada's contribution, and Alberta shall make available to such auditors any records, documents and information that is relevant to the audit.

10.2 Canada agrees to inform Alberta of the financial results of any audit, and to pay Alberta as soon as possible after the completion of the audit, any monies which the audit may show to be due and owing to Alberta. Likewise, Alberta 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.

11.0 EVALUATION

11.1 Alberta 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. Alberta agrees to provide to Canada a final report on the activities undertaken within the framework of its action plan within six months of the end of the agreement at the latest.

11.2 Canada is responsible for evaluation of the *Intergovernmental Co-operation* component of its Official Languages Support Programs. Alberta shall provide the relevant information necessary for this evaluation.

11.3 Canada and Alberta 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.

11.4 The Management Committee established under section 5.1 may develop, within twelve months of the signing of this Agreement, a mechanism for evaluating the measures and projects undertaken under this Agreement.

11.5 The Management Committee will, as necessary, review the evaluation mechanism and the data and information arising from it.

12.0 CO-OPERATION WITH OTHER PROVINCES AND THE TERRITORIES

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

13.0 PUBLIC INFORMATION AND CONSULTATION

13.1 Canada and Alberta agree that the text of this Agreement and the action plan shall be made available to the Canadian public.

13.2 Alberta agrees to acknowledge Canada's contribution in its publicity pertaining to activities arising from this Agreement.

13.3 Canada and Alberta agree on the importance of providing sufficient information to the various publics served by this Agreement and of taking measures to ensure consultation with interested parties, where appropriate.

13.4 Alberta also agrees to encourage organizations receiving financial assistance under this Agreement through Alberta, to acknowledge, where appropriate, Canada's and Alberta's contributions for the implementation of French-language services.

14.0 DURATION

14.1 This Agreement is deemed to be in force from April 1, 2001 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 their designated representatives before February 15 of each fiscal year.

16.0 TERMINATION

16.1 Notwithstanding any other provision of this Agreement, Canada or Alberta may terminate the Agreement, upon reasonable notice and reasonable time to cure the defaults complained of.

17.0 MEMBERS OF THE HOUSE OF COMMONS, SENATE OR THE LEGISLATIVE ASSEMBLY OF ALBERTA

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

18.0 GOVERNMENT OFFICIALS AND EMPLOYEES

18.1 No official or employee of Canada or Alberta 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.

19.0 LIABILITY

19.1 Canada shall not be liable for any injury including death to the person, or for loss or damages to the property of Alberta or of anyone else, occasioned by or in any way attributable to Alberta 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.

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 Alberta.

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 federal 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, Alberta
Department of Canadian Heritage
1630 - 9700 Jasper Avenue
Edmonton, Alberta
T5J 4C3
Facsimile : (780) 495-4873

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

Director
Community Development - Francophone Secrétariat
340 Standard Life Centre
10405 Jasper Avenue
Edmonton, Alberta
T5J 4R7
Facsimile : (780) 422-7533

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 ALBERTA

(Signed) Sheila Copps
Minister of Canadian Heritage

(Signed) Gene Zwozdesky
Minister of Community Development

IN THE PRESENCE OF

IN THE PRESENCE OF

Witness

Witness

Approved pursuant to the
Government Organization Act

(Signed) Halvar Jonson
Minister of International and
Intergovernmental Relations