

**CANADA-BRITISH COLUMBIA
GENERAL AGREEMENT ON THE PROMOTION OF OFFICIAL LANGUAGES**

THIS AGREEMENT made this 2nd day of April, 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 BRITISH COLUMBIA**,
 hereinafter referred to as “British Columbia”, represented by the Minister
 of Intergovernmental Relations.

OF THE SECOND PART.

WHEREAS the Constitution of Canada, in particular the Canadian Charter of Rights and Freedoms, and the Official Languages Act (Canada), recognize English and French are the official languages of Canada and the Government of Canada recognizes its responsibilities and undertakings with respect to 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 coordinated approach by federal institutions in pursuit of these objectives.

WHEREAS Canada and British Columbia wish to cooperate to support the development of the French language community of British Columbia.

NOW THEREFORE the parties agree as follows:

1.0 DEFINITIONS

1.1 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 “Minister of Intergovernmental Relations”;
- c) “Ministers” means “the Federal Minister and the Provincial Minister as well as any other Ministers of the Governments of Canada and British Columbia 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” means “expenditures related to the planning, study, research, development and implementation of activities supporting the provincial action plan related to this Agreement“;
- g) “Action Plan” means “a document describing the objectives and expected outcomes relating to the activities to be carried out by British Columbia in the context of this Agreement and giving the proposed allocation for Canada’s total contribution and that of British Columbia”.

2.0 PURPOSE

- 2.1 The purpose of this Agreement is to provide multi-year funding through a mechanism for consultation, coordination, and joint planning of initiatives aimed at strengthening the vitality of the Francophone community.

3.0 OBJECTIVES

- 3.1 The general objectives of this Agreement are:
 - a) to strengthen relationships between Federal and Provincial governments, and between the Provincial government and the Francophone community, and improve understanding on issues and concerns of all parties;
 - b) to communicate and consult with the French language community through formal and informal means;
 - c) to consider translation services that meet the critical needs of the Francophone community and support provincial government departments and agencies in their activities;
 - d) to work in partnership with other provinces and territories and the Federal government to facilitate the provision of French-language services in British Columbia.

4.0 ACTION PLAN

- 4.1 British Columbia shall develop and present an action plan, based on consultation with the Francophone community of British Columbia, within six months after the signing of this agreement for approval by the Federal Minister. The action plan, which will cover 3 years, will include:
 - a) a description of objectives;
 - b) a description of the types of activities that could be undertaken to meet the objectives of this Agreement;
 - c) a description of expected outcomes;

- d) a description of performance indicators by which British Columbia will measure attainment of the objectives; and
- e) the proposed allocation of Canada's total contribution and that of British Columbia for each objective.

5.0 CONSULTATION AND COORDINATION

- 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-chairs 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 meeting 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 measures and activities that British Columbia expects to implement to achieve the objectives of the action plan;
 - c) examine the annual activity reports, financial statements and other notices submitted by British Columbia 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.
- 5.4 The federal and provincial co-chairs of the Agreement Management Committee will approve, for the purposes of this Agreement, on behalf of their respective governments, the annual activity reports, the financial statements, the other notices, the transfers 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 up to two-thirds of the eligible costs incurred by British Columbia in implementing the action plan mentioned in section 4.1 according to the terms of the Agreement. To that end, Canada's maximum contribution to British Columbia for each year of the Agreement shall be as follows:

2001-2002 \$500,000
2002-2003 \$500,000
2003-2004 \$500,000

6.2 The provincial contribution to a maximum of \$250,000 per year may include in kind expenditures as will be described in an appendix to the action plan mentioned in section 4. 1.

6.3 Notwithstanding any other provision of this Agreement the payment of money by British Columbia under this Agreement 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, in any fiscal year 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.

6.4 Subject to section 5.4 of this Agreement, British Columbia may transfer funds between objectives of the action plan.

6.5 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 British Columbia, 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.

6.6 British Columbia shall not transfer funds approved by the Federal Minister under section 6.5 for implementing one time measures or projects to funds approved under section 6.1 for implementing British Columbia's action plan without the written authorization of the Federal Minister. In order to request this authorization, British Columbia shall submit a written request to the Federal Minister before March 15 of the year in question.

6.7 In the event of an 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.

7.0 PAYMENTS

7.1 Canada's contributions to British Columbia shall be made as follows:

- a) For 2001-2002, a first payment of \$50,000 will be made on or about April 15 to ensure consultations with the Francophone community and the preparation of the provincial action plan;
- b) For 2001-2002, a second payment of \$200,000 for that year will be made after the reception and the acceptance by the federal Minister of the provincial action plan along with a detailed activity report for the first payment of \$50,000;
- c) For 2001-2002, a third payment representing the balance of Canada's contribution that year will be made after the reception and the acceptance of an interim certified 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;
- d) For each subsequent fiscal year, the initial payment, representing one half (50 percent) of Canada's contribution for that year, shall be made after the reception and the acceptance by the co-chairs of the Management Committee, on behalf of their respective governments, 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;
- e) For each subsequent fiscal year for each year of the Agreement, a second and final payment, representing the balance of Canada's contribution for that year, will be made after the reception and the acceptance of:
 - i) a certified final financial statement for Canada's contribution for the previous year; and

ii) an interim certified 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 British Columbia is entitled in accordance with this Agreement, Canada may deduct from subsequent contributions to British Columbia 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 British Columbia 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 British Columbia agree that the financial assistance British Columbia 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.

9.0 ACCOUNTS AND FINANCIAL STATEMENTS

- 9.1 British Columbia agrees to keep accounts and records of the revenues and expenditures for the subject matter of this Agreement.
- 9.2 For each fiscal year, British Columbia shall provide certified final statements of expenditures for Canada's contribution within six months following the end of each fiscal year.
- 9.3 For the purposes of this Agreement, a senior financial officer, so authorized by British Columbia, shall certify statements of expenditures provided by British Columbia to Canada, similar in format to the example of the interim statement of expenditures found in Appendix I of this Agreement.

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 the British Columbia concerning the measures and projects funded by Canada's contribution, and British Columbia 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).

- 10.2 Canada agrees to inform British Columbia of the financial results of any audit, and to pay British Columbia as soon as possible after the completion of the audit, any monies which the audit may show to be due and owing to British Columbia. Likewise, British Columbia 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 Canada and British Columbia are jointly 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. The two parties shall fund the evaluation on an equal basis.
- 11.2 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.
- 11.3 The Management Committee will, as necessary, review the evaluation mechanism and the data and information arising from it.

12.0 OTHER FEDERAL DEPARTMENTS

- 12.1 The Department of Canadian Heritage, in fulfilling its mandate to promote a coordinated 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 British Columbia by participating in discussions and adopting courses of action that may enhance French-language services.

13.0 PUBLIC INFORMATION AND CONSULTATION

- 13.1 Canada and British Columbia agree that the text of this Agreement and the action plan shall be made available to the Canadian public and agree to acknowledge each other's contribution in its publicity pertaining to activities arising from this Agreement (see Appendix II to this Agreement).
- 13.2 Canada and British Columbia 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.
- 13.3 British Columbia also agrees to encourage organizations receiving financial assistance under this Agreement through British Columbia, to

acknowledge, where appropriate, Canada's and British Columbia's contributions for the implementation of French language services.

14.0 CO-OPERATION WITH THE OTHER PROVINCES AND THE TERRITORIES

14.1 Canada and British Columbia agree on the importance of exploring possibilities of cooperation between Canada, British Columbia and other provinces as well as the territories in the area of official languages.

15.0 GENERAL

15.1 This Agreement will be effective as of the date of signing and will terminate on March 31, 2004.

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

15.3 This Agreement may be amended on written agreement of both Ministers or of their designated representatives. This agreement may be terminated with a prior notice of six months from either Ministers or from their designated representatives.

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

15.5 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 British Columbia.

15.6 No official or employee of Canada or British Columbia 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.

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

16.0 LIABILITY

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

17.0 DISPUTES

- 17.1 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.

18.0 ASSIGNMENT

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

19.0 NOTICES AND COMMUNICATIONS

- 19.1 Any notice to Canada in connection with this Agreement may be sent by letter or facsimile to :
Director, British Columbia/Yukon District
Department of Canadian Heritage
400-300 West Georgia Street
Vancouver, British Columbia
V6B 6C6
Fax: (604) 666-6040
- 19.2 Any notice to British Columbia in connection with this Agreement may be sent by letter or facsimile to: Intergovernmental Relations Secretariat
421 Menzies Street, Second Floor Victoria, British Columbia V8V 1X4
Fax: (250) 387-1920 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.

IN THE PRESENCE OF:

ON BEHALF OF CANADA ON BEHALF OF BRITISH COLUMBIA

Minister of Canadian Heritage

Minister of Intergovernmental Affairs

Witness

Witness