

**CANADA – QUÉBEC AGREEMENT
ON MINORITY-LANGUAGE EDUCATION AND
SECOND LANGUAGES INSTRUCTION
2005-06 TO 2008-09**

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THIS AGREEMENT was concluded in English and French on this 31st day of March 2006,

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

AND: THE GOUVERNEMENT DU QUÉBEC, hereinafter called “Québec,” represented by the Minister of Education, Recreation and Sports, and the Minister responsible for Canadian Intergovernmental Affairs, Francophones within Canada, the Agreement on Internal Trade, the Reform of Democratic Institutions and Access to Information.

WHEREAS English and French are the official languages of Canada, as recognized by the Constitution of Canada, as well as by the *Official Languages Act*, and whereas Canada recognizes its responsibilities and undertakings with respect to those languages;

WHEREAS the *Charter of the French Language* stipulates that French is the official language of Quebec, and that instruction in the kindergarten classes and in the elementary and secondary schools shall be in French, subject to exceptions provided for in the law with regard to individuals eligible to receive instruction in English;

WHEREAS section 23 of the *Canadian Charter of Rights and Freedoms* recognizes the right of Canadian citizens belonging to the English - or French - language minority in a province or territory to have their children educated in that language, at the elementary and secondary levels, where numbers of students warrant, and that this right includes, where the number of those children so warrants, the right to have them receive that instruction in minority language educational facilities provided out of public funds;

WHEREAS pursuant to section 59 of the *Constitutional Act, 1982*, paragraph 23 (1) a) of the *Canadian Charter of Rights and Freedoms* is not in effect in Québec;

WHEREAS Canada is committed to enhancing the vitality of the official-language minority communities and to fostering the full recognition and use of both English and French in Canadian society, and whereas, in accordance with the *Official Languages Act*, the Minister of Canadian Heritage may, to this effect, take such measures, in particular, to encourage and assist provincial and territorial governments to provide members of the official-language minority communities education in their own language and to provide opportunities for everyone to learn both English and French as a second language;

WHEREAS a Protocol for Agreements between Canada and the Council of Ministers of Education, Canada (CMEC), for minority language education and second language instruction in 2005-06 to 2008-09, hereinafter referred to as the “Protocol,” was concluded on November 3, 2005;

WHEREAS Canada and Quebec recognize the existence, as acknowledged in the Protocol, of additional costs of providing minority language education and second-languages instruction, and that this constitutes one of the premises on which Canada bases its financial support to Quebec;

WHEREAS education is under exclusive provincial and territorial jurisdiction;

WHEREAS Quebec, as part of its exclusive jurisdiction over education, provides education in English and French and the instruction of English and French as second languages in the Province;

WHEREAS it is the responsibility of Quebec, as part of its exclusive jurisdiction over education, to determine the objectives, define the contents, set priorities and evaluate its programs in minority language education and second-languages instruction;

WHEREAS, in accordance with the above-mentioned Protocol, Québec has concluded this bilateral agreement with Canada for the period from April 2005 to March 2009;

WHEREAS Canada, in its Action Plan for Official Languages, hereinafter called “Canada’s Action Plan,” released on March 12, 2003, identifies education as one of its priorities to provide new impetus to linguistic duality in the country, and whereas Canada, in accordance with the objectives set in Canada’s Action Plan, may encourage and assist Québec to consolidate and improve the quality of existing programs in minority language education and second-languages instruction, and increase participation in these programs;

WHEREAS Québec acknowledges Canada’s Action Plan;

AND WHEREAS Québec agrees, for the purpose of this agreement, to describe the objectives, the strategic priorities it intends to carry out and its expected results in a multi-year action plan;

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

1. DEFINITIONS

1.1 The following definitions apply to this agreement.

“Bilateral agreement(s),” unless otherwise specified, refers to an agreement or agreements signed by Canada and Québec, which determines the objectives and strategic priorities that underlie Canada’s financial support for minority language education and second-languages instruction and sets out the commitments and obligations of both parties.

“Action plan” refers to Québec’s action plan describing its strategic priorities, expected outcomes, performance indicators, expected investments and student participation related to the furthering of the objectives set out in this agreement; the action plan shall indicate the source of funding for programs and strategies (regular and/or additional funds).

“Regular programs” refers to the measures described in Québec’s action plan that are carried out in the maintenance and improvement of programs in minority language education and second languages instruction at all levels of instruction.

“Regular funds” refers to the financial assistance provided by Canada to fund regular programs.

“Additional strategies” refers to the measures described in Québec’s action plan and implemented under the terms of funding provided through Canada’s Action Plan.

“Additional funds” refers to the financial assistance provided by Canada to fund additional strategies.

“Minority language” refers to English and “second languages” refers to English or French.

“Education” and “instruction,” unless otherwise specified, cover all levels of the educational system - elementary, secondary, postsecondary (colleges and universities) and continuing education.

“Certified Financial Statement(s)” refers to one or more financial statements that are certified by a person duly authorized by Québec. For each reporting period, these financial statements shall present, as separate items, the budget for each of the planned measures in the province’s action plans, the respective provincial and federal contributions and, for each of these measures, all expenses incurred by the province, including any expenses incurred after the signing of this agreement. The financial statements are prepared according to generally accepted accounting principles.

“Reports of pan-Canadian scope” refers to the interim and final summary reports prepared by CMEC in accordance with section 7.5 of the Protocol for Agreements.

“Year” or “fiscal year,” unless otherwise specified, refers to the period beginning April 1 of one year and ending March 31 of the following year.

“School year,” unless otherwise specified, refers to the period beginning July 1 of one year and ending June 30 of the following year.

2. PURPOSE OF THE AGREEMENT

- 2.1 The purpose of this agreement is to fund the regular programs and additional strategies for the years 2005-06 to 2008-09 described in Québec's action plan, appearing in Schedule 2 of this agreement.
- 2.2 The objectives for which Canada provides Québec with a financial contribution are set out below.

2.2.1 Regular programs

- 2.2.1.1 Provide members of the English minority language community of Québec with the opportunity to be educated in their own language, including cultural enrichment through exposure to their own culture;
- 2.2.1.2 Provide the residents of Québec with the opportunity to learn English or French as a second language along with opportunities for cultural enrichment through knowledge of the culture of the other language community.

2.2.2 Additional strategies

- 2.2.2.1 Consolidate and improve the quality of existing minority language education programs;
- 2.2.2.2 Consolidate and improve the quality of existing second languages instruction programs.

3. PURPOSE OF THE CONTRIBUTION

- 3.1 Subject to the provisions of this agreement, Canada is prepared to:

- 3.1.1 contribute to the additional costs that Québec must assume to implement the measures described in the provincial multi-year action plan related to regular programs (Schedule 2) that it developed for the purposes of this agreement; and
- 3.1.2 meet a portion of the new investments made by Québec to implement the measures described in the provincial multi-year action plan related to the additional strategies (Schedule 2) that it developed for the purposes of this agreement.

3.2 Strategic priorities

- 3.2.1 Further to the objectives described in section 2, Canada and Québec agree to recognize that the following items constitute areas of special interest that merit particular attention during the period covered by this agreement:
- 3.2.1.1 consolidation and development of educational services in the language of the minority;
- 3.2.1.2 support for the development of innovative minority language educational programs and services and support for measures that increase access to educational services offered in the minority language, in particular in taking advantage of new communication technologies;
- 3.2.1.3 support for the development and implementation of innovative approaches and programs for second languages core programs;
- 3.2.1.4 consolidation and development of immersion and "bain linguistique" programs and support for the development of such programs;
- 3.2.1.5 consolidation and development of teacher training and development programs;
- 3.2.1.6 fostering of dialogue and mutual understanding between the Francophone and Anglophone communities in the context of regular educational activities sponsored by Québec, notably through linguistic exchange programs at the secondary and post-secondary levels;

3.2.1.7 reinforcement of inter-provincial/territorial and pan-Canadian cooperation in areas of common interest, such as research;

3.2.1.8 support for access to and enrolment in minority language education and second languages instruction programs at all levels of instruction.

3.2.2 Canada and Québec agree that Québec may give preference to any other priority corresponding to its particular circumstances and to which the two parties agree during the period covered by this agreement.

3.3 Regular Programs – Support Categories

3.3.1 For all levels of education, for both minority language education and second-languages instruction, Canada's financial assistance for regular programs shall be provided for carrying out measures related to education structure and support, program development, teacher training, student development and any other support category that better reflects the particular situation in Québec and that is in accordance with the strategic priorities set out in subsection 3.2 and agreed upon by both parties.

3.4 Additional Strategies – Support Categories and Areas of Intervention

3.4.1 For all levels of education, for both minority language education and second languages instruction, Canada's financial assistance for additional strategies shall be provided for carrying out measures related to the support categories and areas of intervention set out by Québec in its action plan, in accordance with the strategic priorities set out in subsection 3.2 and agreed upon by both parties.

3.5 Capital Projects

3.5.1 Canada and Québec may conclude auxiliary agreements concerning the implementation of capital projects under this agreement. These auxiliary agreements shall establish the administrative terms and conditions of Canada's financial contribution. These conditions shall specify, among others, the supporting documents required to ensure that the payments are made and the terms related to the disposal of assets acquired using Canada's contribution. These auxiliary agreements shall also set out the conditions to be met in order to fulfil the requirements of the applicable environmental assessment statutes and regulations.

3.6 Inter-Provincial/Territorial or Pan-Canadian Projects

3.6.1 In the interests of increasing inter-provincial/territorial cooperation and to encourage optimum use of resources, Canada and Québec recognize the importance of undertaking projects or carrying out strategic priorities of an inter-provincial/territorial or pan-Canadian scope. For this purpose, it is mutually agreed that such projects or the carrying out of strategic priorities may be coordinated by CMEC, Canada, Québec, or by other provinces and territories (Schedule 3). The terms and conditions governing these projects shall be subject to prior agreement between Canada, the provincial and/or territorial governments concerned and/or CMEC.

4. QUÉBEC'S ACTION PLAN

4.1 For the purposes of this agreement, Canada and Québec agree that Québec shall provide a multi-year action plan for regular programs and additional strategies, in accordance with the objectives described in section 2.

4.2 The preamble to Québec's action plan (Schedule 2) shall describe the educational orientations as established in its strategic plan.

4.3 Québec's action plan (Schedule 2) shall present, for each of the objectives mentioned in section 2, and for the period covered by this agreement, the following elements:

4.3.1 the expected outcomes;

4.3.2 the measures to be implemented to ensure that the expected outcomes are achieved;

4.3.3 the performance indicators by which Québec shall measure achievement of the outcomes;

4.3.4 a breakdown by measure and by fiscal year of the estimated expenditures and Canada's and Québec's financial contributions.

4.4 Québec shall establish its action plan and present this information in the manner it deems best suited to its own situation. If in Canada's opinion a clarification of the information as presented is required, Canada and Québec shall hold discussions in this regard and also in order to determine the relevance of this information to Canada's requirements.

5. MAXIMUM AMOUNT OF CONTRIBUTION

5.1 Subject to the appropriation of funds by Parliament, to the maintenance of current forecasted budgetary levels to March 31, 2009 for the *Development of Official-Language Communities Program*, *Minority Language Education Component*, and the *Enhancement of Official Languages Program*, *Second-Language Learning Component*, to the undertakings specified in the Protocol, to the commitments made within special agreements or arrangements, and to the terms and conditions of this agreement, Canada agrees to contribute to the eligible expenses incurred by Québec for the purposes described in section 2. Canada's total financial contribution shall be the lesser of two hundred fifty-eight million nine hundred and sixty-nine thousand two hundred ninety-eight dollars (\$258,969,298) or (50) percent of the total eligible expenses incurred during the term of this agreement. Canada also agrees to contribute to complementary funds for pan-canadian projects affecting francophones outside of Québec in an amount not to exceed two million one hundred ninety-one thousand and six hundred and sixty-eight dollars (\$2,191,668).

5.2 Canada's Financial Contribution – Regular Programs

5.2.1 Subject to subsection 5.1 and from within Canada's financial contribution described in subsection 5.1, Canada shall make the following annual contributions from regular funds to Québec for the implementation of the measures described in its action plan (Schedule 2):

Fiscal Years	Regular Funds
2005-06	\$56,497,500
2006-07	\$56,497,500
2007-08	\$56,497,500
2008-09	\$56,497,500
Total	\$225,990,000

5.2.2 Canada's contribution is conditional on Québec's providing for each support category a financial contribution equivalent to, or greater than, that of Canada for the implementation of its action plan for regular programs (Schedule 2), except for teacher and student bursaries and fellowships, which can be fully covered by Canada's financial contribution.

5.3 Canada's Financial Contribution – Additional Strategies

5.3.1 Subject to subsection 5.1 and from within Canada's financial contribution described in subsection 5.1, Canada shall make the following annual contributions from additional funds to Québec for the implementation of the measures described in its provincial action plan (Schedule 2):

Fiscal Years	Additional Funds - Minority language education	Additional Funds - Second Languages Instruction
2005-06	\$3,784,296	\$3,931,805
2006-07	\$4,070,272	\$4,323,655
2007-08	\$4,077,771	\$4,356,864
2008-09	\$4,077,771	\$4,356,864
Total	\$16,010,110	\$16,969,188

5.3.2 Canada's contribution is conditional on Québec's providing for each support category a financial contribution equivalent to, or greater than, that of Canada for the implementation of its action plan for additional strategies (Schedule 2) and any other measure carried out under this agreement.

5.3.3 Canada and Québec recognize that Canada's financial contribution in a given fiscal year shall be provided to support the measures that shall be implemented during that period.

5.3.4 The administrative terms and conditions governing the payment of Canada's financial contribution are set out in Schedule 1.

5.4 Complementary Contributions

5.4.1 Canada reserves the right to approve complementary contributions in addition to the regular and additional funds described in section 5. The terms and conditions governing complementary contributions shall be set out in a separate agreement between Canada and Québec.

5.4.2 Complementary contributions shall address the following areas as a priority, but not exclusively,:

5.4.2.1 development of post-secondary education;

5.4.2.2 capital projects and the promotion of research in minority-language education and second-languages instruction;

5.4.2.3 program growth and quality and cultural enrichment in minority language education at all levels of instruction; and

5.4.2.4 growth and improvement of second-language instruction programs at all levels of instruction.

5.4.3 The provision of complementary contributions as described in subsection 5.4 shall not result in any adjustment to the funding provided for and within the budgets described in subsection 5.1.

5.5 Canada's Financial Contribution – Complementary Strategies - PanCanadian Projects Affecting Francophones Outside of Québec

5.5.1 Subject to subsection 5.1 and from within Canada's financial contribution described in subsection 5.1, Canada shall make the following annual contributions from complementary funds to Québec for the implementation of panCanadian projects described in the action plan (Schedule 3):

Fiscal Years	Regular Funds
2005-06	\$ 601 668
2006-07	\$ 560,000
2007-08	\$ 555,000
2008-09	\$ 475,000
Total	\$2,191,668

6. AVAILABILITY OF MATERIALS

- 6.1 Québec agrees to take reasonable measures to make available any documents or materials produced or developed as a result of the financial contribution provided by Canada pursuant to a project or measure deriving from this agreement.

7. FORMER FEDERAL PUBLIC OFFICE HOLDERS, PUBLIC SERVANTS, MEMBERS OF THE HOUSE OF COMMONS, THE SENATE AND THE NATIONAL ASSEMBLY OF QUÉBEC

- 7.1 No official or employee of Canada shall be admitted to share in this agreement nor to any benefit arising from this agreement 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. No member of the House of Commons, the Senate or the National Assembly of Québec may benefit in any way from this agreement.

8. INDEMNIFICATION

- 8.1 Québec undertakes to indemnify Canada, its representatives, employees, officers or agents, or third parties, according to the circumstances, for any losses, damages, costs and/or expenses incurred or sustained by them or by a third party, when these losses, damages, costs and/or expenses are attributable to the negligence, wilful misconduct, or bad faith of Québec, its representatives, employees, officers or agents in the application of this agreement.

9. APPLICABLE STATUTES

- 9.1 This agreement shall be governed by and interpreted in accordance with the applicable statutes of Québec.

10. COMMUNICATIONS

- 10.1 Any communication concerning this agreement intended for Canada shall be sent by mail to:

Department of Canadian Heritage
Gatineau, Québec K1A 0M5

Attention of:
Director General, Official Languages Support Programs

- 10.2 Any communication concerning this agreement intended for Quebec shall be sent by mail to:

Ministère de l'Éducation, du Loisir et du Sport
Gouvernement du Québec
Édifice Marie-Guyart
1035, rue de la Chevrotière, 16^e étage
Québec (Québec)
G1R 5A5

Attention of:
Ministre of Education, Recreation and Sports

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

11. DURATION

- 11.1 This agreement binds Canada and Québec for the period starting April 1, 2005, and ending March 31, 2009, and all contributions to be provided by Canada in accordance with the provisions of this agreement are to be applied only to the strategies implemented and expenses incurred by Québec in carrying out its action plan (Schedule 2).

11.2 For the purposes of this agreement, Canada agrees that the period during which expenses can be charged against contributions for a given fiscal year may be extended to June 30 in order to take the school year into consideration. The period of activity covered by this agreement could therefore end on June 30, 2009.

12. AMENDMENT OF TERMINATION

12.1 The parties may, with mutual written consent, amend or terminate this agreement during the life of this agreement.

13. CONTENT OF AGREEMENT

13.1 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. The province acknowledges having read this agreement and agrees with the content.

SCHEDULE 1 – Administrative Terms and Conditions

SCHEDULE 2 – Québec's action plan related to minority language education and second languages instruction - 2005-06 to 2008-09

SCHEDULE 3 – Projects intended for Francophone communities within Canada

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

ON BEHALF OF CANADA

ON BEHALF OF QUEBEC

Josée Verner

Jean-Marc Fournier

The Honourable Josée Verner
Minister of International Cooperation and
Minister Responsible for La Francophonie
and Official Languages

Jean-Marc Fournier
Minister of Education, Recreation and Sports

Witness

Denis Jollette

Name in block letters

Denis Jollette

Signature

ON BEHALF OF CANADA

ON BEHALF OF QUEBEC

Beverley J. Oda

Benoît Pelletier

The Honourable Beverley J. Oda
Minister of Canadian Heritage and
Status of Women

Benoit Pelletier
Minister responsible for Canadian
Intergovernmental Affairs, Francophones
within Canada, the Agreement on Internal Trade,
the Reform of Democratic Institutions and Access
to Information

Witness

Joanne McNamara

Name in block letters

Joanne McNamara

Signature

ADMINISTRATIVE TERMS AND CONDITIONS

1. TERMS OF PAYMENT

1.1. Canada's annual contributions to Quebec's action plan (Schedule 2) referred to in section 5 of this agreement shall be made as follows:

1.1.1 Year 1 (2005-06)

1.1.1.1 A first advance payment, representing one half (50 percent) of Canada's contribution for regular programs and additional strategies for the 2005-06 fiscal year, shall be made following receipt by Canada of Quebec's action plan (Schedule 2) and the signing of this agreement, and on condition that the requirements for the previous payments related to *Canada – Quebec Provisional Arrangements for Minority Language Education and Second Language Instruction for 2004-05* have been met.

1.1.1.2 A second and final advance payment, not exceeding the balance of Canada's contribution for regular programs and additional strategies for the 2005-06 fiscal year, shall be made following receipt by Canada of:

- a) a report on achievements that benefited from Canada's contribution in the 2004-05 fiscal year; and
- b) acceptance by Canada of:
 - i) a final certified financial statement related to the *Canada – Quebec Provisional Arrangements for Minority Language Education and Second Language Instruction for 2004-05*; and
 - ii) a certified interim financial statement for the 2005-06 fiscal year for regular programs and additional strategies

1.1.2 Years 2 and 3 (2006-07 and 2007-08)

1.1.2.1 A first advance payment, representing one half (50 percent) of Canada's contribution for regular programs and additional strategies for each current fiscal year, shall be made on condition that the requirements for the previous payments have been met and, as deemed necessary, subject to the receipt by Canada of an updated action plan (Schedule 2).

1.1.2.2 A second and final advance payment, not exceeding the balance of Canada's contribution for regular programs and additional strategies for each current fiscal year, shall be made following receipt by Canada, in accordance with section 2 of this schedule, of:

- a) a report on achievements for the preceding fiscal year that benefited from Canada's contribution; and
- b) acceptance by Canada of:
 - i) a certified final financial statement for the preceding fiscal year for regular programs and additional strategies; and
 - ii) a certified interim financial statement for the current fiscal year for regular programs and additional strategies.

1.1.3 Year 4 (2008-09)

1.1.3.1 A first advance payment, representing one half (50 percent) of Canada's contribution for regular programs and additional strategies for the 2008-09 fiscal year, shall be made on condition that the requirements for the previous payments have been met and, as deemed necessary, subject to the receipt by Canada of the updated action plan (Schedule 2).

1.1.3.2 A second advance payment, representing one quarter (25 percent) of Canada's contribution for regular programs and additional strategies for the 2008-09 fiscal year, shall be made following receipt by Canada, in accordance with section 2 of this schedule, of:

- a) an annual report on the achievements of the 2007-08 fiscal for regular programs and additional strategies; and
- b) acceptance by Canada of:
 - i) a certified final financial statement for the 2007-08 fiscal year for regular programs and additional strategies; and
 - ii) a certified interim financial statement for the 2008-09 fiscal for regular programs and additional strategies.

1.1.3.3 A third and final advance payment, not exceeding the balance of Canada's contribution for regular programs and additional strategies for the 2008-09 fiscal year, shall be made following receipt by Canada, in accordance with section 2 of this schedule, of:

- a) an annual report on the achievements of the 2008-09 fiscal year for regular programs and additional strategies; and
- b) acceptance by Canada of a certified final financial statement for the 2008-09 fiscal for regular programs and additional strategies.

1.2 The amounts to be paid by Canada to Quebec in accordance with this agreement shall be made within approximately thirty (30) business days once Canada receives or accepts, as the case may be, the documents referred to in section 1 of this schedule. This receipt or acceptance is conditional on the information contained in the said documents conforming to the terms and conditions of this agreement and on Quebec acting on any issues raised by Canada, should the occasion arise.

1.3 Canada and Quebec agree that the payments referred to in subsection 1.1 of this schedule may be paid in two separate instalments, one for regular programs and one for additional strategies, upon receipt and acceptance by Canada of all required documentation related to the payments for the period in question.

2. FINANCIAL STATEMENTS AND ACHIEVEMENT REPORTS

2.1 In accordance with section 1 of this schedule, Quebec shall provide certified interim and final financial statements and annual reports on achievements made under its action plan (Schedule 2) for each fiscal year covered by this agreement.

2.2 Canada and Quebec agree that the financial statements and reports will distinguish between the achievements and expenditures for regular programs and those for additional strategies.

2.3 The financial statements shall be certified by a senior program officer and a certified financial officer, both of whom shall be duly authorized by Quebec and approved by Canada.

2.4 Canada and Quebec agree that the financial statements provided to Canada by Quebec shall indicate a breakdown of expenditures by support category for each linguistic objective, according to its action plan (Schedule 2). In the case of regular programs, the financial statements shall indicate a specific breakdown of expenditures for teacher and student bursaries and fellowships.

- 2.5 By March 31 of each fiscal year covered by this agreement, Quebec shall provide certified interim financial statements of its expenditures related to Canada's financial contribution. The certified interim financial statements shall provide details of the actual expenditures incurred before January 31 of the current fiscal year and expenditures projected up to March 31 of the same fiscal year.
- 2.6 Within six (6) months following the end of each fiscal year covered by this agreement, Quebec shall provide certified final financial statements of its actual expenditures related to Canada's financial contribution. The certified final financial statements shall provide details of the actual expenditures incurred up to March 31 of the current fiscal year.
- 2.7 Within six (6) months following the end of the last fiscal year covered by this agreement, Quebec shall provide a certified final financial statement of its actual expenditures and Canada's and Quebec's contributions for the term of this agreement.
- 2.8 Within six (6) months following the end of each fiscal year covered by this agreement, Quebec shall provide an annual report distinguishing between those achievements and expenditures related to regular programs and those related to additional strategies, based on the indicators prescribed in its action plan (Schedule 2). Each annual report shall be accompanied by commentaries that provides an overall interpretation of the activities carried out by Quebec and provide examples of Quebec's achievements in relation to its objectives in education, as set out in its preamble (Schedule 2).
- 2.9 Quebec shall provide the financial statements and reports referred to in sections 1 and 2 of this schedule in the manner considered by the province to be most appropriate to its particular circumstances. Following presentation of such information, if there is a need, in the opinion of Canada, to clarify the information provided, Canada and Quebec shall hold discussions to do so and to review the pertinence of such information to the needs of Canada.
- 2.10 If deemed appropriate by Quebec, when presenting the certified final financial statements and annual achievement reports, it may use the model proposed by Canada.
- 2.11 For the purposes of this agreement, Canada agrees that the period during which expenses may be charged against contributions for a given fiscal year may be extended to June 30 in order to take the school year into consideration. Where necessary, Quebec undertakes to ensure that the items it reports in the financial statements submitted to Canada for expenditures incurred between April 1 and June 30, and charged to the previous fiscal year, are not reported in the following fiscal year.

3. TRANSFERS

3.1 Transfers between regular and additional funds

3.1.1 For each fiscal year covered by this agreement, Quebec may transfer a portion of regular funds to additional funds. These transfers are subject to prior agreement of the Director, Operations and Regional Coordination, Official Languages Support Programs Branch, Department of Canadian Heritage. Quebec shall present such a request in writing before February 15 of the current fiscal year.

3.1.2 Quebec agrees not to transfer additional funds to regular funds.

3.2 Transfers within an action plan (Schedule 2)

3.2.1 Regular funds

3.2.1.1 For each fiscal year covered by this agreement, Quebec may transfer a portion of regular funds from one support category to another under the same linguistic objective, insofar as these transfers do not jeopardize the objectives described in its action plan (Schedule 2).

3.2.1.2 For each fiscal year covered by this agreement, Quebec may, after having concluded an administrative agreement with Canada to this effect, transfer a portion of regular funds from one linguistic objective to another, insofar as these

transfers do not jeopardize the planned or expected achievements described in its action plan (Schedule 2).

3.2.2 Additional funds

3.2.2.1 For each fiscal year covered by this agreement, Quebec may transfer a portion of additional funds from one support category to another under the same linguistic objective, insofar as these transfers do not jeopardize the objectives described in its action plan (Schedule 2).

3.2.2.2 For each fiscal year covered by this agreement, Quebec may, after having concluded an administrative agreement with Canada to this effect, transfer a portion of additional funds from one linguistic objective to another, insofar as these transfers do not jeopardize the objectives described in its action plan (Schedule 2). Canada and Quebec agree to compensate for these transfers of additional funds before the conclusion of this agreement so as to restore balance among investments in the linguistic objectives of Canada's Action Plan.

3.2.2.3 Two years after the signing of this agreement, Quebec may, after having concluded an administrative agreement with Canada to this effect, make adjustments to its action plan related to additional strategies (Schedule 2) with respect to certain strategic priorities for minority language education and second languages instruction in order to address its pace of progress and particular challenges in the maintenance and development of minority language education and second-languages instruction programs, the demographic characteristics or the particularities of its delivery systems in the offering of educational services. Canada and Quebec agree that such adjustments may result in an amendment of this agreement.

3.3 Transfers of regular funds to the Explore/Destination Clic and Accent/Odyssey programs

3.3.1 For each fiscal year covered by and subject to the prior agreement of the two parties, Quebec may transfer to Explore/Destination Clic or to Accent/Odyssey a portion of the regular funds made available for the implementation of the measures described in its action plan related to regular programs (Schedule 2).

3.4 Transfer from one year to another

3.4.1 Exceptionally, with the prior agreement of Canada and based on its action plan, Quebec may transfer a portion of the annual funds from its contribution from one year to another if, over the entire duration of the agreement, the amounts provided are spent.

4. OVERPAYMENT

4.1 The parties agree that, if the payments made to Quebec over the full term of this agreement exceed the amounts to which Quebec is entitled, the overpayment shall be returned to Canada. If the exceeding amount is not returned, Canada may reduce its future contributions to Quebec by an equivalent amount.

5. FINANCIAL AUDIT

5.1 The parties agree that Canada reserves the right to have an audit conducted of the accounts and records of Quebec in connection with the provisions of this agreement to ensure compliance with these provisions. If such an audit were required, it would be conducted by the Auditor General of Quebec under terms and a timeframe agreed to by Canada and Quebec. In the event that the Auditor General of Quebec is unable to conduct the audit, the parties may agree on another auditor.

5.2 Canada agrees to pay Quebec, as soon as possible after completion of the audit, any monies that the audit may show to be then due and owing to Quebec. Quebec agrees to pay to Canada, on being informed of the results of such financial audit, any monies that the audit may show to be due and owing to Canada.

6. PUBLIC REPORTING

- 6.1 Canada and Quebec agree that principles of transparency, accountability, consistency, accuracy, timeliness and clarity shall guide public reporting related to this agreement. The provision of such information by the parties shall be compatible with their respective policies and legislation on the protection of privacy and freedom of information.
- 6.2 Quebec agrees to participate in the production of an interim and a final summary report of pan-Canadian scope on the implementation of the provincial and territorial action plans. The reports shall be developed by CMEC for public information purposes.
- 6.3 Canada and Quebec agree to make the text of this agreement and its schedules available to the Canadian public, in particular on their respective Web sites, within a reasonable timeframe following the signature of this agreement.
- 6.4 Canada and Quebec agree to make the reports referred to in sections 7.2 and 7.3 of the Protocol for Agreements on regular programs and additional strategies available to the Canadian public in a reasonable timeframe after the documents are received by Canada.
- 6.5 Quebec shall endeavour through CMEC to establish comparable pan-Canadian measures of student participation and performance in minority language education and second-language instruction programs. Updates in this respect shall be provided during the annual meetings described in subsection 7.3 of this schedule.
- 6.6 Quebec agrees to acknowledge participation of the Government of Canada as part of advertising campaigns for all programs to which the Government of Canada has contributed funding.
- 6.7 Quebec agrees to take all reasonable measures to ensure that any other recipient of a financial contribution from Canada, in particular schools, school boards and postsecondary institutions, mention Canada's contributions wherever appropriate in any publicity relating to the programs for which Canada has made a financial contribution.
- 6.8 Canada and Quebec agree that all communications and publications, with respect to this agreement, will be published in the official language of Quebec, French. They may be made available to the English community in accordance with the linguistic policies of the ministère de l'Éducation, du Loisir et du Sport adopted in 1997.

7. CONSULTATION

- 7.1 The Government of Quebec shall consult, as deemed necessary, interested associations and groups and its partners about the programs and strategies implemented under this agreement.
- 7.2 Quebec's action plan shall present the consulting processes it used to establish the strategic initiatives it chose to prioritize.
- 7.3 Canada and Quebec agree to meet at least once a year with Canada and provincial/territorial officials to discuss the programs provided for under the Protocol and review the various initiatives undertaken with respect to the objectives and strategic priorities outlined in the Protocol.

8. EVALUATION

- 8.1 Quebec is responsible for the evaluation of its educational programs and measures, including its action plan (Schedule 2). Quebec agrees to share with Canada the results of those evaluations.
- 8.2 Canada's programs, including the *Development of Official-Language Communities Program*, *Minority Language Education Component*, and the *Enhancement of Official Languages Program*, *Second-Language Learning Component*, are routinely subject to evaluation. Canada shall encourage input from Quebec in such evaluations and shall use the information provided under this agreement. If additional information is required, such information shall be discussed between Canada and Quebec.