

**CANADA – YUKON AGREEMENT
ON THE DEVELOPMENT, ENHANCEMENT AND
IMPLEMENTATION OF
FRENCH LANGUAGE RIGHTS AND SERVICES
2006-07**

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THIS AGREEMENT was concluded in French and in English
this 28th day of March 2007.

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

AND: The GOVERNMENT OF YUKON, hereinafter called “Yukon”, represented by
the Minister responsible for the French Language Services Directorate.

WHEREAS English and French are the official languages of Canada, as recognized in the
Constitution of Canada, the *Canadian Charter of Rights and Freedoms* and the *Official Languages Act*
(Canada), and the Government of Canada acknowledges its responsibilities and commitments to them;

WHEREAS the Government of Yukon undertook to legislate the *Languages Act* in the spring of 1988
which recognizes that English and French are the official languages of Canada and also accepted that
the measures in the Act constitute important steps towards implementation of the equality of status of
English and French in Yukon and that Yukon wishes to extend the recognition of French and the
provision of services in French in the Yukon;

WHEREAS Canada believes that, according to the *Official Languages Act* (Canada) and its official
languages policy, it is important to cooperate with provincial and territorial governments and with
organizations and institutions in Canada to advance the equality of status and use of English and
French and to promote the development and ensure the full participation of the two official language
communities in Canadian society;

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 the Yukon have signed on April 28, 1988 the *Canada-Yukon Languages
Agreement* in which Canada agrees to bear all the costs incurred in developing, enhancing and
implementing French language rights and services in the Yukon that will be required on the enactment
of the *Languages Act* respecting French and aboriginal language rights and services which was adopted
by the Yukon on May 18, 1988;

WHEREAS, within the framework of its *Action Plan for Official Languages* (hereafter called
“Canada’s Action Plan”) announced on March 12, 2003, Canada identifies federal-territorial
collaboration for service delivery in the language of the minority (French) as one of the priority areas
to foster renewed vitality to the country’s linguistic duality;

WHEREAS Canada and the Yukon wish to establish, through this Agreement, a general framework
for the planning and implementation of various measures to increase the capability of the Government
of Yukon to deliver French language services and support the development and vitality of the
Francophone community of Yukon;

AND WHEREAS Yukon, as a member of the Ministerial Conference on the Canadian Francophonie,
agreed in 2002 to a series of principles to provide a supportive environment for life in French in
Canada;

THEREFORE, this Agreement confirms that the Parties hereto agree as follows:

1. DEFINITIONS

- a) “Federal Minister” means the Minister of Canadian Heritage or anyone authorized to act on his/her behalf;
- b) “Territorial Minister” means the Territorial Minister responsible for the French Language Services Directorate or anyone authorized to act on his/her behalf;
- c) “Ministers” means the Federal Minister, the Territorial Minister and any other Ministers of Canada and Yukon involved in implementing this Agreement;
- d) “Official languages” means the English and French languages;
- e) “Fiscal year” means the period commencing April 1 of any year and terminating March 31 of the year immediately following;
- f) “Structuring Initiative” means a project or initiative intended to bring about a positive, structural and lasting change which will contribute to the development of the community;
- g) “Community” means a group of individuals who identify themselves as belonging to a structured or informal group centred on a shared francophone identity basis;
- h) “Management Committee” means an administrative mechanism co-chaired and co-managed by the representatives designated by the signatories of this Agreement and created for the term of this Agreement to ensure its full implementation.

2. PURPOSE OF THE AGREEMENT

- 2.1 The purpose of this Agreement is to provide a collaboration framework to support the planning and delivery of quality French language services for the Francophone community of Yukon, and to support the structuring initiatives aimed at contributing to its development in the Yukon Strategic Plan on French Language Services 2006-2007 set out in Schedule B ‘Strategic Plan’.

3. PURPOSE OF THE CONTRIBUTION

- 3.1 Subject to the provisions of this Agreement, Canada agrees to pay the eligible expenses as defined in Clause 5.1 made by Yukon to implement its Strategic Plan.
- 3.2 For the purposes of this Agreement, Yukon’s Strategic Plan includes:
 - 3.2.1 a preamble:
 - a) describing the general orientations, objectives and priorities of the Yukon for 2006-07;
 - b) describing the level of community involvement in the development of the strategic plan;
 - c) describing how the actions reflect overall territorial priorities;
 - d) providing the strategy the territory will use to implement the strategic plan and the data sources that will be used to measure the expected results; and
 - e) other special considerations, as required.
 - 3.2.2 A table describing:
 - a) the expected results for 2006-07;
 - b) the strategies, initiatives and measures that will be undertaken to achieve these results;
 - c) the performance indicators selected to measure progress; and
 - d) the breakdown by objective of eligible forecasted expenses.

4. MAXIMUM AMOUNT OF THE CONTRIBUTION OF CANADA

- 4.1 Subject to the appropriation of funds by Parliament, to the maintenance of current and forecasted budget levels to March 31, 2007 of the *Development of Official-Language Communities* Program, *Community Life* component, and to the Administrative Procedures and Conditions in Schedule A of this Agreement, Canada agrees to contribute to the eligible expenses incurred by Yukon in implementing its Strategic Plan for the purposes described in Section 2 of this Agreement, for fiscal year 2006-07, an amount not to exceed the lesser of **one million five hundred and fifty thousand dollars (\$1,550,000)** or 100% of the total eligible expenses incurred.

4.2 Special Project Funding

Canada may provide Yukon with financial support, over and above the amount identified in paragraph 4.1, for one-time measures and projects proposed by Yukon subject to approval by the federal minister. These measures and projects will be included in a document to be attached to Yukon's Strategic Plan and will form an integral part thereof. This document will include the following information on the measure or project: title, duration, objectives, expected results, total forecasted budget, federal contribution, and territorial contribution if applicable.

4.3 Subject to the appropriation of funds by the Legislative Assembly of Yukon and the maintenance of current and forecasted budget levels, Yukon may contribute to the eligible expenses under the terms of its Strategic Plan for 2006-07.

4.4 The administrative procedures and conditions governing the payment of Canada's contribution are included in Schedule A of this Agreement.

5. ELIGIBLE EXPENSES

5.1 For the purposes of this Agreement, eligible expenses may include, among others, expenses related to the planning, study, research, development and implementation of the activities supporting Yukon's Strategic Plan.

6. COORDINATION

6.1 The federal minister and the territorial minister shall each appoint a senior official who will co-chair the Management Committee.

6.2 Management Committee members may designate an official to replace them at meetings and may also call upon other federal or territorial departments as needed.

6.3 The Management Committee shall meet at least once a year to, among others:

- a) review the strategic plan to ensure that the objectives are being achieved and that the operating mechanisms are efficient;
- b) meet representatives of other federal and territorial departments or agencies or other appropriate individuals in order to encourage the collaboration and participation of all concerned;
- c) prepare the report on outputs and actual expenses and evaluations mentioned in this Agreement, as well as other documents presented by Yukon in accordance with the present Agreement and, if necessary, modifications to the strategic plan;
- d) ensure that the other duties or tasks set out in this Agreement or assigned by the Ministers are performed;
- e) ensure that these undertakings are completed with diligence and within a timeframe considered satisfactory by both Parties.

7. APPROVED ACTIONS/MEASURES AND BUDGETS

7.1 Canada and Yukon agree that the contributions referred to in paragraphs 4.1 and 4.2 apply only to the actions/measures described in Yukon's Strategic Plan, based on the federal and territorial (if applicable) budget breakdown included in this Agreement.

8. ACCOUNTABILITY

- 8.1 Canada and Yukon agree that they must be accountable to Parliament, the territorial legislature and the general public for the proper use of funds provided under this Agreement and the results achieved by these investments. Consequently, Yukon agrees to provide Canada, in the six (6) months following the end of 2006-07, with a certified final report on outputs and on actual expenses incurred by the Yukon between April 1, 2006 and March 31, 2007.
- 8.2 The requirements pertaining to the submission and acceptance of the certified final report on outputs and actual expenses are described in Section 3 of Schedule A of this Agreement.

9. PARTNERSHIP

- 9.1 The Parties recognize that this Agreement does not constitute an association with the intent to establish a partnership or a joint venture, nor to create an agency relationship between Canada and Yukon.

10. MEMBERS OF THE HOUSE OF COMMONS, THE SENATE OR THE LEGISLATIVE ASSEMBLY OF YUKON

- 10.1 No member of the House of Commons, the Senate nor the Legislative Assembly of Yukon may take part in this Agreement nor benefit from it in any way.

11. FORMER FEDERAL PUBLIC OFFICE HOLDERS AND PUBLIC SERVANTS

- 11.1 No official or employee of Canada shall be admitted to share in this Agreement or to benefit from it 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.

12. COLLABORATION WITH OTHER PROVINCES AND TERRITORIES

- 12.1 Canada and Yukon agree that it is important to explore opportunities for collaboration between Canada, Yukon and other provinces and territories for the provision of quality services in French and support to the francophone community's development.

13. OTHER FEDERAL DEPARTMENTS (INTERDEPARTMENTAL COORDINATION)

- 13.1 The Department of Canadian Heritage, in fulfilling its mandate to create and promote a concerted approach within federal institutions towards development of official-language communities and promotion of official languages, shall encourage these institutions to collaborate with their counterparts in Yukon on the implementation of services in French.

14. LIABILITY OF CANADA

- 14.1 Canada shall not be liable for any injury, including death, or for any loss or damage to the property of Yukon or anyone else, that occurs through the execution of this Agreement by Yukon, unless such injury, loss or damage is caused by the negligence, wilful misconduct or bad faith of Canada, the Minister of Canadian Heritage, their employees, officers or agents.
- 14.2 Canada disclaims itself from any liability in the event that Yukon concludes a loan, rent-to-own contract or any other long-term contract involving the project for which the contribution is granted in this Agreement.

15. INDEMNIFICATION

- 15.1 Yukon shall indemnify Canada, the Minister of Canadian Heritage and their employees, officers or agents, and release them from any liability for claims, losses, damages, expenses and costs related to any injury or death, or loss or damage to property caused by Yukon or its employees, officers or agents in carrying out the activities described in this Agreement.

16. DISPUTE RESOLUTION

16.1 In the event of a dispute arising under the terms of this Agreement, the Parties agree to try to make a good faith attempt to settle the dispute. In the event that the Parties cannot resolve the dispute through negotiation, they agree to submit to mediation. The Parties will bear the cost of mediation equally.

17. BREACH OF COMMITMENTS AND RECOURSE

17.1 The following constitute breach of commitments:

17.1.1 Yukon, directly or through its representatives, makes or made a false declaration or a misrepresentation to Canada; or

17.1.2 One of the conditions or commitments included in the Agreement has not been fulfilled.

17.2 In the event of breach of commitments, Canada will inform the Yukon of the alleged breach of commitment and will give Yukon a reasonable time to remedy the alleged breach. If the breach is not remedied within the prescribed time, Canada may avail itself of one or more of the following remedies:

17.2.1 Reduce Canada's contribution to Yukon and inform it accordingly;

17.2.2 Suspend any payment of Canada's contribution, either with respect to amounts already owing or future payments;

17.2.3 Rescind this Agreement and immediately terminate any financial obligation arising out of it;

17.2.4 By written demand, require repayment of amounts already paid that were spent contrary to the terms of this Agreement, the amount claimed becoming a debt owing to Canada as soon as the demand is made on Yukon. Yukon shall immediately comply with all written demands.

17.3 The fact that Canada refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred on it shall not prevent it in any way in the future from exercising any other right or remedy under this Agreement or other applicable law.

18. ASSIGNMENT

18.1 This Agreement, or any benefit there under, may not be assigned without prior written approval from Canada.

19. APPLICABLE STATUTES

19.1 This Agreement shall be governed by and interpreted in accordance with the applicable statutes in Yukon.

20. COMMUNICATIONS

20.1 Any communication concerning this Agreement intended for Canada shall be sent by regular mail to:

Director, BC/Yukon District
Department of Canadian Heritage
Room 400, 300 West Georgia
Vancouver, B.C. V6B 6C6

20.2 Any communication concerning this Agreement intended for Yukon shall be sent by regular mail to:

Director, French Language Services Directorate
Government of Yukon
Box 2703
Whitehorse, Y.T. Y1A 2C6

20.3 Any communication sent by the Parties by regular mail shall be deemed to have been received 10 days from date of mailing.

21. DURATION

21.1 This Agreement binds Yukon and Canada for the period starting April 1, 2006, and ending on March 31, 2007, and all contributions to be provided by Canada in accordance with the provisions of this Agreement are to be applied to the measures implemented and the expenses incurred by Yukon in carrying out its Strategic Plan.

22. AMENDMENT OR TERMINATION

22.1 The Parties may, with mutual written consent, amend or terminate this Agreement during the life of the said Agreement.

23. DESCRIPTION OF THE CONTRIBUTION AGREEMENT

23.1 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. Yukon acknowledges having read the Agreement and agrees with the contents.

SCHEDULE A – *Administrative Procedures and Conditions*

SCHEDULE B – Yukon Strategic Plan on French Language Services 2006-2007

SCHEDULE C – Model - *Certified final report on outputs and actual expenses for 2006-2007*

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 YUKON

Josée Verner

Glenn Hart

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

The Honourable Glenn Hart
Minister responsible for the French Language Services
Directorate

Witness

Witness

Denis Jollette

Carol Genest

Name in block letters

Name in block letters

Denis Jollette

Carol Genest

Signature

Signature

AND

Beverley J. Oda

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

Witness

Kristin Baldwin

Name in block letters

Kristin Baldwin

Signature

ADMINISTRATIVE PROCEDURES AND CONDITIONS

1. PAYMENT TERMS

1.1 Strategic Plan

1.1.1 Canada's contributions to Yukon's Strategic Plan, referred to in paragraph 4.1 of this Agreement, shall be paid as follows:

- (a) an initial advance payment representing approximately one half (50%) of Canada's contribution for fiscal year 2006-07 shall be made upon receipt and acceptance of Yukon's Strategic Plan and signing of this Agreement and if all requirements for previous agreements have been met;
- (b) a second and final advance payment, not exceeding the balance of Canada's contribution for 2006-07, shall be made upon receipt and acceptance of:
 - i) a certified final report on outputs and actual expenses for 2005-06; and
 - ii) a certified interim financial statement reporting actual expenses made by Yukon during the period ending September 30, 2006 and anticipated expenses up to March 31, 2007.

1.2 Special Projects

Canada's contribution to Yukon for special projects, referred to in paragraph 4.2 of this Agreement, shall be paid as follows:

1.2.1 For one-year projects:

- (a) an initial advance payment representing approximately one half (50%) of Canada's contribution for that fiscal year shall be paid following approval of the Minister of Canadian Heritage;
- (b) a second and final advance payment, not exceeding the balance of Canada's contribution for that fiscal year, shall be paid after receipt and acceptance by Canada of a certified interim financial statement reporting actual expenses made by Yukon during the period ending September 30, 2006 and anticipated expenses up to March 31, 2007.

1.2.2 For multi-year projects:

- (a) an initial advance payment representing approximately one half (50%) of Canada's contribution for that first fiscal year shall be paid following approval of the Minister of Canadian Heritage;
- (b) for each subsequent fiscal year, a first advance payment representing approximately one half (50%) of Canada's contribution for that year shall be made on or about April 15 if all requirements for previous payments have been met;
- (c) for the first year of a multi-year project, a second and final advance payment, not exceeding the balance of Canada's contribution for that fiscal year, shall be paid after receipt and acceptance by Canada of a certified interim financial statement reporting actual expenses made by Yukon during the period ending September 30 of the current year and anticipated expenses up to March 31 of the same fiscal year;
- (d) for each subsequent fiscal year, a second and final advance payment, not exceeding the balance of Canada's contribution for that year, shall be made upon receipt and acceptance by Canada of:
 - i) a certified final report on outputs and actual expenses related to the special project for the previous fiscal year; and

- ii) a certified interim financial statement reporting actual expenses made by Yukon during the period ending September 30 of the current fiscal year and anticipated expenses up to March 31 of the same fiscal year.

1.3 For all special projects, Yukon agrees to provide Canada with a certified final report on outputs and actual expenses related to the special project. Yukon agrees to provide this report no later than September 30 of the fiscal year that follows the last year of the special project.

2. TRANSFERS

2.1 Yukon may transfer funds between measures for the same objective in order to meet the Strategic Plan objectives, insofar as these transfers do not jeopardize the ability to achieve the expected results in the territorial Strategic Plan.

2.2 Canada and Yukon may agree to make transfers of funds between objectives in the Strategic Plan, subject to the provisions of paragraph 5.1 of this Agreement, insofar as these transfers do not jeopardize the ability to achieve the expected results in the Strategic Plan. Yukon must present Canada with such a request in writing no later than February 15, 2007. This request for a transfer of funds between objectives will be subject to the approval of the federal co-chair of the Agreement's management committee.

3. CERTIFIED FINAL REPORTS ON OUTPUTS AND ACTUAL EXPENSES

3.1 Within six (6) months following March 31, 2007, it is agreed that, for the purposes of this Agreement, Yukon will present Canada with a final report, certified by a senior program officer and a senior finance officer duly authorized by Yukon, on the outputs for fiscal year 2006-07 based on the indicators set out in the territorial Strategic Plan and the actual expenses. This report provided by Yukon will be made according to the requirements set out for the certified final report on outputs and actual expenses, with the necessary adjustments. It will be accompanied by a cover letter that will provide an overall interpretation of Yukon's outputs and examples of the Yukon's most significant achievements in relation to its objectives, as mentioned in the preamble in the Strategic Plan.

3.2 Yukon agrees to provide its certified final report on outputs and actual expenses for 2006-07 no later than September 30, 2007.

3.3 Yukon agrees to keep accounts and documents up to date and in due form on receipts and expenses related to the content of this Agreement, including all related invoices, receipts and supporting documents. Yukon will provide financial statements and other documents provided for in this Agreement from time to time as required by Canada, and it will manage its financial affairs in accordance with generally accepted accounting principles and practices. For the purposes of this Agreement, Yukon will retain all financial accounts, source documents and other useful documents for a period of at least five years following the expiration of this Agreement.

4. NATIONAL REPORT ON RESULTS

4.1 Canada and Yukon agree that the Intergovernmental Network of the Canadian Francophonie as well as the Ministerial Conference on the Canadian Francophonie shall constitute the multilateral forums for the development of the national report.

4.2 Yukon agrees to share information with Canada on best practices adopted to measure results. Yukon and Canada further agree to develop indicators to measure progress made towards agreed upon objectives, which could be integrated in strategic plans where and when appropriate.

4.3 The information mentioned in paragraph 4.2 will be incorporated in a report, which shall be produced and published by Canada in 2006-07.

5. INFORMATION TO THE PUBLIC

- 5.1 Canada and Yukon agree to make the text of this Agreement and its schedules available to the Canadian public, in particular on their respective Websites, within a reasonable timeframe following the signature of this Agreement.
- 5.2 Yukon agrees to make available to the public copies of certified final report on outputs and actual expenses as part of this Agreement after these documents have been accepted by Canada. To obtain copies, interested individuals may contact Yukon in accordance with the provisions of paragraph 20.2 of this Agreement.
- 5.3 Yukon agrees to give recognition to Canada's participation when conducting publicity for the measures for which financial assistance was provided by Canada. For the purpose of this Agreement, publicity includes, without being limited to, news releases and territorial departmental and agency reports. Yukon agrees to provide Canada with samples of these different kinds of publicity.
- 5.4 Canada and Yukon agree to share, at the time of its publication, any report on services in French that may be produced, to be used as complementary information.
- 5.5 Yukon agrees that all its communications with and the publications made available to the general public, in relation with this Agreement, will be in both official languages.

6. OVERPAYMENT

- 6.1 The Parties agree that, if payments made to Yukon under this Agreement exceed the amounts to which Yukon is entitled, the overpayment shall be returned to Canada, failing which Canada may reduce its future contributions to Yukon by an equivalent amount.

7. FINANCIAL AUDITS

- 7.1 The Parties agree that Canada reserves the right to audit or to have an audit conducted of the accounts and records of Yukon in connection with the provisions of this Agreement to ensure compliance with these provisions, and Yukon agrees to make all records, documents and information relevant to this Agreement available to auditors who may need them. The scope and extent of financial audits and the timing chosen to conduct them will be determined by Canada, and, if needed, these audits may be conducted by Department of Canadian Heritage officials or its agents.
- 7.2 Canada agrees to inform Yukon of the results of any financial audit, and to pay to Yukon, as soon as possible after the completion of the audit, any monies that the audit may show to be then due and owing to Yukon. Yukon agrees to pay to Canada, on being informed of the results of such financial audit, any monies that the audit may show to be then due and owing to Canada.

8. EVALUATION

- 8.1 Yukon is responsible for evaluating the measures funded under this agreement and shall determine the scope of the evaluation and methodology and procedures to be used. Yukon shall provide Canada with a report on the measures evaluated.
- 8.2 Canada is responsible for evaluating the *Community Life Component* of the *Official Language Communities Support Program*. Yukon shall provide all relevant information necessary for this evaluation.
- 8.3 Canada and Yukon may agree on a joint evaluation for all or some of the measures funded under this agreement. In such cases, Canada will fund the evaluation.

9. CONSULTATIONS

- 9.1 Yukon has included in its Strategic Plan's preamble information on the level of community involvement in the development of its Strategic Plan.

MODEL

CERTIFIED FINAL REPORT ON OUTPUTS AND ACTUAL EXPENSES FOR 2006-07

Canada – Yukon Agreement on the Development, Enhancement and Implementation of French Language Rights and Services 2006-07

GENERAL OBJECTIVE: **Statement of the overall objective set by the territory**

Objective:				
PLANNED ACTION/MEASURES 2006-07	EXPECTED RESULTS (2006-07)	PERFORMANCE INDICATORS	OUTPUTS ATTAINED (2006-07)	ACTUAL EXPENSES TO MARCH 31, 2007
				Federal: Territorial: Total:

Certified by: _____ (Senior Program Officer)

Date: _____

Certified by: _____ (Senior Financial Officer)

Date: _____