

**CANADA – MANITOBA AGREEMENT
ON FRENCH-LANGUAGE SERVICES
2005/06 – 2008/09**

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ON FRENCH-LANGUAGE SERVICES
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THIS AGREEMENT was concluded in French and in English
this 13 day of May 2005.

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

AND: HER MAJESTY THE QUEEN IN RIGHT OF MANITOBA, hereinafter called
“Manitoba”, represented by the Minister responsible for Manitoba’s French
Language Services.

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 Manitoba, undertook to fulfilling its obligations under Section 23 of
the Manitoba Act which affirms the equality of status of the English and French languages in the
Legislature of Manitoba and before the courts of Manitoba;

WHEREAS 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, within the framework of its *Action Plan for Official Languages* (hereafter called
“Canada’s Action Plan”) announced on March 12, 2003, Canada identifies federal-provincial
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 Manitoba 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
Manitoba to deliver French-language services and support the development and vitality of the
Francophone community of Manitoba;

AND WHEREAS Manitoba, as a member of the Ministerial Conference on Francophone Affairs,
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) “Provincial Minister” means the Provincial Minister responsible for Manitoba’s French Language Services or anyone authorized to act on his/her behalf;
- c) “Ministers” means the Federal Minister, the Provincial Minister and any other Ministers of Canada and Manitoba 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 multi-year collaboration framework to support the planning and delivery of quality French-language services for the Francophone community of Manitoba, and to support the structuring initiatives aimed at contributing to its development as presented in the strategic plan set out in Schedule B.

3. PURPOSE OF THE CONTRIBUTION

- 3.1 Subject to the provisions of this Agreement, Canada agrees to pay a portion of the eligible expenditures made by Manitoba to implement its strategic plan (Schedule B).
- 3.2 For the purposes of this Agreement, Manitoba’s strategic plan (Schedule B) includes:
 - 3.2.1 a preamble:
 - a) describing the general orientations, objectives and priorities of the province for 2005-06 to 2008-09;
 - b) describing the level of community involvement in the development of the strategic plan;
 - c) describing how the actions reflect overall provincial priorities;
 - d) providing the strategy the province/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 up to 2008-09;
 - 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 expenditures and the respective contributions from both levels of government.

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, 2009 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 Manitoba in implementing its strategic plan (Schedule B) for the purposes described in Section 2 of this Agreement, for the next four fiscal years (2005-06 to 2008-09), an amount not to exceed the lesser of five million three hundred thousand dollars (\$5,300,000) or 50% of the total eligible expenses incurred each year, or:

2005-06	\$1,200,000
2006-07	\$1,300,000
2007-08	\$1,400,000
2008-09	\$1,400,000.

4.2 Special Project Funding

For each fiscal year of this Agreement, Canada may provide Manitoba with financial support, over and above the amount identified in paragraph 4.1, for one-time measures and projects proposed by Manitoba subject to approval by the federal minister. These measures and projects will be included in a document to be attached to Manitoba's strategic plan (Schedule B) 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 provincial contribution.

4.3 Subject to the appropriation of funds by the Legislative Assembly of Manitoba and the maintenance of current and forecasted budget levels of the various departments, para-governmental organizations and municipalities, Manitoba agrees to contribute to the eligible expenses under the terms of its strategic plan (Schedule B) for 2005-06 to 2008-09.

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, expenditures related to the planning, study, research, development and implementation of the activities supporting Manitoba's strategic plan (Schedule B).

6. COORDINATION

6.1 The federal minister and the provincial minister shall each designate a senior official who will co-chair the Management Committee and each appoint two other representatives to the Committee.

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

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

- 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 provincial 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 expenditures and evaluations mentioned in this Agreement, as well as other documents presented by Manitoba 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 Manitoba agree that the contributions referred to in paragraphs 4.1 and 4.2 apply only to the actions/measures described in Manitoba's strategic plan (Schedule B), based on the federal and provincial budget breakdown included in this Agreement.

8. ACCOUNTABILITY

- 8.1 Canada and Manitoba agree that they must be accountable to Parliament, the provincial legislature and the general public for the proper use of funds provided under this Agreement and the results achieved by these investments. Consequently, Manitoba agrees to provide Canada, in the six (6) months following the end of each fiscal year, with a certified final report on the outputs achieved in each fiscal year by Manitoba and on the actual expenditures incurred by the province between April 1 and March 31 of each fiscal year.
- 8.2 The requirements pertaining to the submission and acceptance of the certified final report on outputs and actual expenditures 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 Manitoba.

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

- 10.1 No member of the House of Commons, the Senate nor the Legislative Assembly of Manitoba 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 Manitoba agree that it is important to explore opportunities for collaboration between Canada, Manitoba and other provinces and territories for the provision of quality services in French and support to the Francophone community 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 Manitoba 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 Manitoba or anyone else, that occurs through the execution of this Agreement by Manitoba, 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 Manitoba 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 Manitoba 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 or alleged to be caused by Manitoba 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 Manitoba, directly or through its representatives, makes or made a false declaration or a misrepresentation to Canada; or

17.1.2 Canada is of the opinion, based on reasonable grounds, that one of the conditions or commitments included in this Agreement has not been fulfilled.

17.2 In the event of breach of commitments or if Canada believes, based on reasonable grounds, that there is a risk of breach of commitments, Canada may avail itself of one or more of the following remedies:

17.2.1 Reduce Canada's contribution to Manitoba 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 Manitoba. Manitoba 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 thereunder, 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 Manitoba.

20. COMMUNICATIONS

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

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

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

Special Advisor
French Language Services Secretariat
Government of Manitoba
Legislative Building
Room 46
Winnipeg, Manitoba
R3C 3R5

20.3 Any communication sent in this way shall be deemed to have been received eight (8) calendar days after being mailed.

21. DURATION

21.1 This Agreement binds Manitoba and Canada for the period starting April 1, 2005, and ending on March 31, 2009, 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 Manitoba in carrying out its strategic plan (Schedule B).

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. Manitoba acknowledges having read the Agreement and agrees with the contents.

SCHEDULE A - *Administrative Procedures and Conditions*

SCHEDULE B - Manitoba's Strategic Plan

SCHEDULE C - Model - *Certified final report on outputs and actual expenditures for (Fiscal year)*

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 MANITOBA

(Signed) Liza Frulla

(Signed) Gregory Sellinger

Minister of Canadian Heritage and
Minister responsible for Status of Women

Minister responsible for French Language
Services

IN THE PRESENCE OF

IN THE PRESENCE OF

(Signed) Andrée Martineau

(Signed) Michelle Cenerini

Witness

Witness

ADMINISTRATIVE PROCEDURES AND CONDITIONS

1. PAYMENT TERMS

1.1 Strategic Plan

1.1.1 Canada's contributions to Manitoba'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 2005-06 shall be made upon receipt and acceptance of Manitoba's strategic plan (Schedule B) and signing of this Agreement;
- (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 upon receipt and acceptance by Canada, if necessary, of an updated strategic plan (Schedule B) and if all requirements for the previous payments have been met;
- (c) for each fiscal year of the Agreement, a second and final advance payment, not exceeding the balance of Canada's contribution for that year, shall be made upon receipt and acceptance of:
 - i) a certified final report on outputs and actual expenditures for the previous fiscal year except for the first year of the Agreement; and
 - ii) a certified interim financial statement reporting actual expenditures made by Manitoba during the period ending September 30 of the current fiscal year and anticipated expenditures up to March 31 of the same fiscal year.

1.2 Special Projects

Canada's contribution to Manitoba 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 expenditures made by Manitoba during the period ending September 30 of the current fiscal year and anticipated expenditures up to March 31 of the same fiscal year.

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 expenditures made by Manitoba during the period ending September 30 of the current year and anticipated expenditures 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 expenditures related to the special project for the previous fiscal year; and
- ii) a certified interim financial statement reporting actual expenditures made by Manitoba during the period ending September 30 of the current fiscal year and anticipated expenditures up to March 31 of the same fiscal year.

1.3 For all special projects, Manitoba agrees to provide Canada with a certified final report on outputs and actual expenditures related to the special project. Manitoba 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 Manitoba may transfer funds between measures for the same objective in order to meet the strategic plan (Schedule B) objectives, insofar as these transfers do not jeopardize the ability to achieve the expected results in the provincial strategic plan (Schedule B).

2.2 Canada and Manitoba may agree to make transfers of funds between objectives in the strategic plan (Schedule B), 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 (Schedule B). Manitoba must present Canada with such a request in writing no later than February 15 of the fiscal year in question. 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 EXPENDITURES

3.1 Within six (6) months following the end of each fiscal year, it is agreed that, for the purposes of this Agreement, Manitoba will present Canada with a final report, certified by a senior program officer and a senior finance officer duly authorized by Manitoba, on the outputs for each fiscal year based on the indicators set out in the provincial strategic plan (Schedule B) and the actual expenses, as per paragraph 1.1.1(c)(i) of Schedule A of this Agreement. This report provided by Manitoba will be made according to the requirements set out for the certified final report on outputs and actual expenditures, with the necessary adjustments. It will be accompanied by a cover letter that will provide an overall interpretation of Manitoba's outputs and examples of the province's most significant achievements in relation to its objectives, as mentioned in its preamble (Schedule B).

3.2 Manitoba agrees to provide its certified final report on outputs and actual expenditures for each fiscal year no later than September 30 of the following fiscal year.

3.3 Manitoba agrees to keep accounts and documents up to date and in due form on receipts and expenditures related to the content of this Agreement, including all related invoices, receipts and supporting documents. Manitoba 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, Manitoba 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 Manitoba agree that the group of Officials Responsible for Francophone Affairs network as well as the Ministerial Conference on Francophone Affairs shall constitute the multilateral forums for the development of the national report.

4.2 Manitoba agrees to share information with Canada on best practices adopted to measure results. Manitoba 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 to a report which shall be produced and published by Canada during the third year of the Agreement.

5. INFORMATION TO THE PUBLIC

5.1 Canada and Manitoba 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 Manitoba agrees to make available to the public copies of certified final report on outputs and actual expenditures as part of this Agreement after these documents have been accepted by Canada. To obtain copies, interested individuals may contact Manitoba in accordance with the provisions of paragraph 20.2 of this Agreement.

5.3 Manitoba 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 provincial departmental and agency reports. Manitoba agrees to provide Canada with samples of these different kinds of publicity.

5.4 Canada and Manitoba 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 Manitoba 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 Manitoba under this Agreement exceed the amounts to which Manitoba is entitled, the overpayment shall be returned to Canada, failing which Canada may reduce its future contributions to Manitoba 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 Manitoba in connection with the provisions of this Agreement to ensure compliance with these provisions, and Manitoba 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 Manitoba of the results of any financial audit, and to pay to Manitoba, as soon as possible after the completion of the audit, any monies that the audit may show to be then due and owing to Manitoba. Manitoba 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 Manitoba 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. Manitoba 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*. Manitoba shall provide all relevant information necessary for this evaluation.

8.3 Canada and Manitoba may agree on a joint evaluation for all or some of the measures funded under this agreement. In such cases, the two parties shall fund the evaluation on an equal basis.

9. CONSULTATIONS

9.1 Manitoba has included in its strategic plan's preamble information on the level of community involvement in the development of its strategic plan (Schedule B).

MODEL
CERTIFIED FINAL REPORT ON OUTPUTS AND ACTUAL EXPENDITURES FOR (FISCAL YEAR)
Canada – Manitoba Agreement on French-Language Services
 2005-06 – 2008-09

GENERAL OBJECTIVE: Support the development, delivery and expansion of quality government services in French for Manitoba’s Francophone community and support initiatives with structuring effects intended to enhance its vitality.

Objective:				
PLANNED ACTION/MEASURES 2005-06 TO 2008-09	EXPECTED RESULTS (FISCAL YEAR IN QUESTION)	PERFORMANCE INDICATORS	OUTPUTS ATTAINED (FISCAL YEAR IN QUESTION)	ACTUAL EXPENDITURES TO MARCH 31, (FISCAL YEAR)
				Federal: Provincial: Total:

Certified by: _____ (Senior Program Officer) Date: _____

Certified by: _____ (Senior Financial Officer) Date: _____