

**CANADA-NEW BRUNSWICK AGREEMENT ON
NATIONAL COORDINATION OF THE
MINISTERIAL CONFERENCE ON THE
CANADIAN FRANCOPHONIE
2007-2008 AND 2008-2009**

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THIS AGREEMENT has been concluded in English and in French on this 26th day of June, 2007,

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

AND: HER MAJESTY THE QUEEN IN RIGHT OF NEW BRUNSWICK, hereinafter referred to as “New Brunswick,” represented by the New Brunswick Minister of Human Resources and Minister responsible for the Francophonie.

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 Canada’s *Official Languages Act*, and Canada acknowledges its responsibilities and commitments to them;

WHEREAS Canada believes that, according to its *Official Languages Act* 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 official-language communities in Canadian society;

WHEREAS the Department of Canadian Heritage has the mandate on behalf of Canada to cooperate with provincial and territorial governments in order to foster the full recognition and use of English and French in Canadian society and to enhance the vitality and support the development of official-language minority communities across Canada, and to promote a coordinated approach by federal institutions in pursuit of these objectives;

WHEREAS, within the framework of its *Action Plan for Official Languages* (hereafter called “Canada’s Action Plan”) announced on March 12, 2003, Canada identifies intergovernmental cooperation with respect to French-language services as one of the priority areas to enhance the vitality and support the development of the Francophone and Acadian communities;

WHEREAS New Brunswick has received a mandate from the Ministerial Conference on the Canadian Francophonie (MCCF) to sign an agreement with Canada to provide administrative support for the National Coordination of the Ministerial Conference on the Canadian Francophonie project;

WHEREAS New Brunswick is prepared to provide, on behalf of the MCCF, administrative support concerning the *National Coordination of the Ministerial Conference on the Canadian Francophonie* project, with the assistance and guidance of the Intergovernmental Network on the Canadian Francophonie (INCF) within the framework of directions and decisions taken at the Ministerial conferences on the Canadian Francophonie;

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 her behalf;
- (b) “Provincial Minister” means the New Brunswick Minister of Human Resources and Minister responsible for the Francophonie or anyone authorized to act on his behalf;
- (c) “Ministers” means the Federal Minister, the Provincial Minister and any other ministers of Canada and of New Brunswick involved in implementing this agreement;

- (d) “Ministerial Conference on the Canadian Francophonie (MCCF)” means a conference encompassing the provincial and territorial ministers responsible for issues related to the Canadian Francophonie, Francophone affairs, Services in french or initiatives with similar title, and the federal Minister responsible for Official languages;
- (e) “Intergovernmental Network on the Canadian Francophonie (INCF)” means a forum for exchange between provincial and territorial government representatives as well as between these governments and the federal government on subjects related to the Canadian Francophonie, Francophone affairs, services in French or initiatives with a similar title;
- (f) “Official languages” means English and French;
- (g) “Fiscal year” means the period commencing April 1 of any year and terminating March 31 of the year immediately following;
- (h) “Structuring Initiative” means a project or initiative intended to bring about a positive, structural and lasting change that will contribute to the development of the entire community;
- (i) “Community” means a group of individuals who identify themselves as belonging to a structured or informal group centred on a shared Acadian and French identity.

2. PURPOSE OF THE AGREEMENT

2.1 The purpose of this agreement is to provide a multi-year collaboration framework between Canada and New Brunswick to support the *National Coordination of the Ministerial Conference on the Canadian Francophonie* project, as described in the action plan included in Schedule B of this agreement.

3. PURPOSE OF THE CONTRIBUTION

3.1 Subject to the provisions of Section 3 of this agreement, Canada agrees to meet a portion of the eligible expenditures for the *National Coordination of the Ministerial Conference on the Canadian Francophonie* project (Schedule B).

3.2 For the purposes of this agreement, the National Coordination project action plan (Schedule B) includes:

3.2.1 a preamble;

3.2.2 a table describing:

- a) a description of the key functions of the *National Coordination* project;
- b) the expected results up to 2008-2009; and
- c) the performance indicators selected to measure progress.

4. MAXIMUM AMOUNT OF CONTRIBUTION

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, New Brunswick’s contribution based on the terms of paragraph 5.1 and to other Administrative Procedures and Conditions of this agreement, Canada agrees to contribute to the eligible expenses incurred to implement the action plan of the *National Coordination of the Ministerial Conference on the Canadian Francophonie* project (Schedule B) for the purposes described in Section 2 of this agreement an amount not to exceed the lesser of two hundred and eighty-two thousand dollars (\$282,000) or 50% of the total eligible expenses incurred from 2007-2008 to 2008-2009. To that end, Canada’s contribution for each of the two fiscal years shall be as follows:

2007-2008	\$141,000
2008-2009	\$141,000

4.2 Special Project Funding

For each fiscal year of this agreement, Canada may provide financial support, over and above the amount identified in paragraph 4.1, for one-time intergovernmental, inter-provincial, inter-territorial or pan-Canadian measures or projects, subject to approval by Canada. These measures and projects will be included in a document to be attached to the action plan of the *National Coordination* project (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, as well as federal and provincial/territorial contributions.

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

5. CONTRIBUTION OF NEW BRUNSWICK

- 5.1 Subject to New Brunswick receiving provincial and territorial contributions as agreed to by member ministers of the MCCF, New Brunswick agrees to contribute on behalf of the provincial and territorial governments to the eligible expenditures incurred under the terms of the action plan for the *National Coordination* project (Schedule B) for 2007-2008 to 2008-2009.

- 5.2 Canada and New Brunswick recognize and agree that New Brunswick shall be solely responsible, on behalf of the MCCF, for administration of the federal, provincial and territorial contributions contained and mentioned in Schedule B of this agreement.

6. ELIGIBLE EXPENSES

- 6.1 For the purposes of this agreement, eligible expenses may include, among others, expenditures related to the implementation of research, consultation, development, distribution and logistical support activities as set out in the action plan of the *National Coordination of the Ministerial Conference on the Canadian Francophonie* project (Schedule B).

7. APPROVED ACTIONS/MEASURES AND BUDGETS

- 7.1 Canada and New Brunswick agree that the contributions referred to in paragraphs 4.1 and 4.2 apply only to the actions/measures described in the action plan of the *National Coordination* project (Schedule B), based on the federal and provincial/territorial budget breakdown included in this agreement.

8. ACCOUNTABILITY

- 8.1 Canada and New Brunswick agree that they must be accountable to the Parliament of Canada, the MCCF and the general public for the proper use of funds provided under this agreement and the results achieved by these investments. To that end, based on a report produced by the MCCF, New Brunswick agrees to provide Canada with a certified final report on the outputs and actual expenditures incurred between April 1 and March 31 of each fiscal year in accordance with the terms and conditions set out in Section 1 of Schedule A of this agreement.

- 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 form a company or a joint venture, nor to create an agency relationship between Canada and New Brunswick.

10. MEMBERS OF THE HOUSE OF COMMONS, SENATE AND PROVINCIAL OR TERRITORIAL LEGISLATURES

- 10.1 No member of the House of Commons, Senate, or any Provincial or Territorial Legislature may take part in this agreement or benefit from it in any way.

11. FORMER 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. OTHER FEDERAL DEPARTMENTS (INTERDEPARTMENTAL CONSULTATION)

- 12.1 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 provincial and territorial counterparts on the implementation of services in French.

13. LIABILITY OF CANADA

- 13.1 Canada shall not be liable for any injury, including death, or for any loss or damage to the property of New Brunswick or anyone else, that occurs through the execution of this agreement by New Brunswick, unless such injury, loss or damage is caused by the negligence, wilful misconduct or bad faith of Canada, the Minister of Canadian Heritage, or their employees, officers or agents.
- 13.2 Canada disclaims itself from any liability in the event that New Brunswick 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.

14. INDEMNIFICATION

- 14.1 New Brunswick 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 New Brunswick or its employees, officers or agents in carrying out the activities described in this agreement.

15. DISPUTE RESOLUTION

- 15.1 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.

16. BREACH OF COMMITMENTS AND RECOURSE

- 16.1 The following constitute breach of commitments:
- 16.1.1 New Brunswick, directly or through its representatives, makes or made a false declaration or a misrepresentation to Canada; or
- 16.1.2 One of the conditions or commitments included in this agreement has not been fulfilled.
- 16.2 In the event of breach of commitments, Canada may avail itself of one or more of the following remedies:
- 16.2.1 Reduce Canada's contribution to New Brunswick and inform it accordingly;
- 16.2.2 Suspend any payment of Canada's contribution, either with respect to amounts already owing or future payments;
- 16.2.3 Rescind this agreement and immediately terminate any financial obligation arising out of it;
- 16.2.4 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 the Crown as soon as the demand is made on New Brunswick. New Brunswick shall immediately comply with all written demands.

16.3 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.

17. ASSIGNMENT

17.1 This agreement, or any benefit thereunder, may not be assigned without prior written approval from Canada.

18. APPLICABLE STATUTES

18.1 This agreement shall be governed by and interpreted in accordance with the applicable statutes in New Brunswick.

19. COMMUNICATIONS

19.1 Any communication concerning this agreement intended for Canada shall be sent by mail to the following address:

Canadian Heritage
Official Languages Support Programs
Operations and Regional Coordination Directorate
15 Eddy Street, 7th floor
Gatineau, Quebec
K1A 0M5

19.2 Any communication concerning this agreement intended for New Brunswick shall be sent by mail to the following address:

Department of Intergovernmental Affairs
Government of New Brunswick
P.O. Box 6000
Fredericton, New Brunswick
E3B 5H1

Attention:
Director, Francophonie and Official Languages

19.3 Any notice, request, information or any other document required with respect to this agreement shall be deemed to be served if mailed or if sent or transmitted by fax or e-mail. Any notice sent or transmitted by fax or e-mail shall be deemed to have been received one business day after it was sent; any mailed notice shall be deemed to have been received eight (8) business days following its mailing.

20. DURATION

20.1 This agreement binds New Brunswick and Canada for the period starting April 1, 2007, 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 only to the measures implemented and the expenses incurred in carrying out the action plan of the *National Coordination* project (Schedule B).

21. AMENDMENT OR TERMINATION

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

22. DESCRIPTION OF THE AGREEMENT

- 22.1 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. New Brunswick acknowledges having read this agreement and agrees with the contents.

SCHEDULE A – Administrative Procedures and Conditions

SCHEDULE B – Action Plan of the *National Coordination of the Ministerial Conference on the Canadian Francophonie* project

SCHEDULE C – Model for the certified final report on outputs and actual expenditures

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 NEW BRUNSWICK

Josée Verner

Hédard Albert

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

The Honourable Hédard Albert
New Brunswick Minister of Human Resources
and Minister responsible for the Francophonie

Witness

Witness

Denis Jollette

Maurice Richard

Name (print)

Name (print)

Denis Jollette

Maurice Richard

Signature

Signature

AND

Beverley J. Oda

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

Witness

Joanne McNamara

Name (print)

Joanne McNamara

Signature

ADMINISTRATIVE PROCEDURES AND CONDITIONS

1. PAYMENT TERMS

1.1 Action Plan

1.1.1 Canada's contributions to the action plan of the *National Coordination* project (Schedule B), referred to in paragraph 4.1 of this agreement, shall be paid as follows:

1.1.1.1 First Year (2007-2008)

- (a) an initial advance payment representing approximately one half (50%) of Canada's contribution for fiscal year 2007-2008 shall be made upon receipt and acceptance of the action plan of the *National Coordination* project (Schedule B) and signing of this agreement, provided that all payment requirements set forth in the *Canada – New Brunswick Agreement Regarding National Coordination of the Ministerial Conference on the Canadian Francophonie 2004-2005 to 2006-2007* have been met; and
- (b) a second and final advance payment representing the balance of Canada's contribution for fiscal year 2007-2008 shall be made upon receipt and acceptance of a certified interim financial statement presenting the actual expenditures made as of December 31, 2007, and anticipated expenditures up to March 31, 2008;

1.1.1.2 Second Year (2008-2009)

- (a) a first advance payment representing approximately one half (50%) of Canada's contribution for fiscal year 2008-2009 shall be made upon receipt and acceptance by Canada, if necessary, of an updated action plan (Schedule B) and if all requirements for previous payments have been met;
- (b) a second payment representing approximately one quarter (25%) of Canada's contribution for fiscal year 2008-2009 shall be made upon receipt and acceptance by Canada of a certified interim financial statement presenting the actual expenditures made as of December 31, 2008, and anticipated expenditures up to March 31, 2009;
- (c) a third and final advance payment, not exceeding the balance of Canada's contribution for fiscal year 2008-2009, shall be made upon receipt and acceptance of:
 - a. a certified final report on outputs and actual expenditures for fiscal year 2007-2008; and
 - b. a certified final report on outputs and actual expenditures for fiscal year 2008-2009.

1.2 Special Projects

Canada's contribution 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 shall be paid following approval of the Minister of Canadian Heritage; and
- (b) a second and final advance payment, not exceeding the balance of Canada's contribution for that year, shall be paid after receipt and acceptance by Canada of a certified interim financial statement reporting actual expenditures made 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 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 year, shall be paid after receipt and acceptance by Canada of a certified interim financial statement reporting actual expenditures made 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 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, New Brunswick agrees to provide Canada with a certified final report on outputs and actual expenditures related to the last year of the special project. New Brunswick 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 New Brunswick agrees not to transfer funds between the base agreement and special projects.

2.2 Canada and New Brunswick may agree to make transfers of funds between expenditure categories set out in the *National Coordination* project's action plan (Schedule B), subject to the provisions of paragraph 6.1 of this agreement, insofar as these transfers do not jeopardize the ability to achieve the expected results in the action plan (Schedule B). New Brunswick must present Canada with such a request in writing before February 15 of the fiscal year in question. This request for a transfer of funds between expenditure categories shall be subject to the approval of the Director, Operations and Regional Coordination, Official Languages Support Programs Branch, Department of Canadian Heritage.

3. CERTIFIED FINAL REPORTS ON OUTPUTS AND ACTUAL EXPENDITURES

Action Plan

3.1.1 Within six (6) months following the end of fiscal year 2008-2009, it is agreed that, for the purposes of this agreement, New Brunswick will present Canada with a final report on outputs for each fiscal year, based on the indicators set out in the action plan of the *National Coordination* project (Schedule B), and the actual expenses, as per Section 1 of Schedule A of this agreement. This report will be certified by a senior program officer and a senior finance officer duly authorized by New Brunswick. This report, written based on the information contained in the report produced by the MCCF, will be provided by New Brunswick and will be completed by making the necessary adjustments in accordance to the requirements set out for the certified final report on outputs and actual expenditures. To this end, New Brunswick commits to use all possible means necessary to obtain pertinent information from the MCCF. The report will be accompanied by a cover letter that will provide an overall interpretation of the outputs and examples of the most significant achievements made under the *National Coordination* project in relation to the objectives, as mentioned in the preamble (Schedule B).

3.1.2 New Brunswick agrees to provide its certified final report on outputs and actual expenditures for each fiscal year no later than September 30, 2009.

3.2 Special Projects

- 3.2.1 Within six (6) months following the end of each fiscal year, it is agreed that, for the purposes of this agreement, New Brunswick will present Canada with a final report on outputs for each fiscal year and the actual expenses related to the special project, as per Section 1 of Schedule A of this agreement. This report will be certified by a senior program officer and a senior finance officer duly authorized by New Brunswick. This report, written based on the information contained in the report produced by the MCCF, will be provided by New Brunswick and completed by making the necessary adjustments in accordance to the requirements set out for the certified final report on outputs and actual expenditures. To this end, New Brunswick commits to use all possible means necessary to obtain pertinent information from the MCCF.
- 3.2.2 New Brunswick 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 New Brunswick 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 useful supporting documents. New Brunswick 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, New Brunswick 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. **INFORMATION TO THE PUBLIC**

- 4.1 Canada and New Brunswick agree to make the text of this agreement and its schedules available to the Canadian public, in particular on the Websites of the Department of Canadian Heritage and the Intergovernmental Network on Canadian Francophonie, within a reasonable timeframe following the signature of this agreement.
- 4.2 New Brunswick 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 New Brunswick in accordance with the provisions of paragraph 19.2 of this agreement.
- 4.3 New Brunswick, on behalf of the provinces and territories, 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. New Brunswick agrees to provide Canada with samples of these different kinds of publicity.
- 4.4 Canada and New Brunswick agree to share, at the time of its publication, any public report on French-language services that may be produced, to be used as complementary information.
- 4.5 Canada and New Brunswick agree that communications and publications for the general public regarding this agreement are to be issued in both official languages.

5. **OVERPAYMENT**

- 5.1 The parties agree that, if payments made to New Brunswick under this agreement exceed the amounts to which New Brunswick is entitled, the overpayment shall be returned to Canada, failing which Canada may reduce its future contributions to New Brunswick by an equivalent amount.

6. **FINANCIAL AUDITS**

- 6.1 The parties agree that Canada reserves the right to audit or to have an audit conducted of the accounts and records of New Brunswick in connection with the provisions of this agreement to ensure compliance with these provisions, and New Brunswick 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 officials of the Department of Canadian Heritage or their agents.

- 6.2 Canada agrees to inform New Brunswick of the results of any financial audit, and to pay to the province, as soon as possible after completion of the audit, any monies that the audit may show to be then due and owing to New Brunswick. New Brunswick agrees to pay to Canada, as soon as possible after being informed of the results of such financial audit, any monies that the audit may show to be then due and owing to Canada.

7. EVALUATION

- 7.1 Given the national scope of this project, Canada agrees to conduct an overall or partial evaluation of the project funded under this agreement, six months before the expiration of this agreement, and New Brunswick agrees to participate in it.

MODEL
CERTIFIED FINAL REPORT ON OUTPUTS AND ACTUAL EXPENDITURES FOR (*fiscal year*)
Canada – New Brunswick Agreement on National Coordination of the Ministerial Conference on the Canadian Francophonie 2007-2008 and 2009

GENERAL OBJECTIVE(s): *Statement of the overall agreement objective(s)*

KEY COORDINATION FUNCTIONS	EXPECTED RESULTS <i>(fiscal year)</i>	PERFORMANCE INDICATORS	OUTPUTS ATTAINED <i>(fiscal year)</i>	ACTUAL EXPENDITURES TO MARCH 31, <i>(fiscal year)</i>
				Federal: <u>Provincial/Territorial:</u> Total:

Certified by: _____ (Senior Program Officer)

Date: _____

Certified by: _____ (Senior Financial Officer)

Date: _____