

**CANADA – BRITISH COLUMBIA CO-OPERATION AGREEMENT  
ON OFFICIAL LANGUAGES  
2009-10 – 2010-11**

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**THIS AGREEMENT** was concluded in English and in French this 6<sup>th</sup> day of April 2009,

**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 BRITISH COLUMBIA**,  
hereinafter called “British Columbia” represented by the Minister of State for  
Intergovernmental Relations of British Columbia.

**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 Canada acknowledges its responsibilities and commitments to them;

**WHEREAS** Canada co-operates within the framework of the *Official Languages Act* and its official languages policy 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 coordinated approach by federal institutions in pursuit of these objectives;

**WHEREAS**, within the framework of the *Roadmap for Canada’s Linguistic Duality 2008-2013: Acting for the Future* (hereinafter called “the Roadmap”), released on June 19, 2008, Canada is continuing its collaboration with the provinces and territories on minority-language services;

**WHEREAS** Canada and British Columbia wish to establish, through this agreement, a general framework for the planning and implementation of various measures to increase the capacity of the Government of British Columbia to support the development and vitality of the Francophone community of British Columbia by supporting the start-up and strengthening the development of a basic government infrastructure for services in French in priority areas;

**AND WHEREAS** British Columbia, 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 behalf;
- (b) “Provincial Minister” means the Minister of State for Intergovernmental Relations of British Columbia or anyone authorized to act on her behalf;
- (c) “Ministers” means the Federal Minister, the Provincial Minister and any other minister of Canada and British Columbia involved in implementing this agreement;
- (d) “Official languages of Canada” means the English and French languages;
- (e) “Structuring initiative” means a project or initiative intended to bring about a positive and lasting change which will contribute to the development of the community;
- (f) “Community” means a group of individuals who identify themselves as belonging to a structured or informal group centred on a shared Francophone identity basis; and
- (g) “Fiscal year” means the period commencing April 1 of any year and terminating March 31 of the year immediately following.

**2. PURPOSE OF THE AGREEMENT**

2.1 The purpose of this agreement is to provide a two-year collaboration framework between Canada and British Columbia to support the planning of structuring initiatives that will enable British Columbia to increase its capacity to support the Francophone community by promoting the start up and development of a basic infrastructure in priority areas as presented in the strategic plan set out in Schedule B to this agreement.

**3. PURPOSE OF THE CONTRIBUTION**

3.1 Subject to the provisions of this agreement, Canada agrees to pay a portion of the eligible expenditures incurred by British Columbia to implement its strategic plan (Schedule B).

**4. MAXIMUM AMOUNT OF THE CONTRIBUTION**

4.1 Subject to the appropriation of funds by Parliament, to the maintenance of current and forecasted budget levels to March 31, 2011 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 expenditures incurred by British Columbia in implementing its strategic plan (Schedule B) for the purposes described in Section 2 of this agreement, for the next two fiscal years (2009-10 to 2010-11), an amount not to exceed the lesser of one million four hundred thousand dollars (\$1,400,000) or 50% of the total eligible expenditures for each year, or:

2009-10	\$700,000
2010-11	\$700,000

4.2 For each fiscal year covered by this agreement, Canada may provide British Columbia with financial support over and above the amounts identified in paragraph 4.1 of this agreement for special measures or projects proposed by British Columbia, subject to approval by the federal minister. These measures and projects will be included in a document to be attached to British Columbia's strategic plan (Schedule B) and will form an integral part thereof.

4.3 Notwithstanding any other provision of this agreement, any contribution by British Columbia in support of the strategic plan is subject to:

- a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* (British Columbia) (the "FAA"), to enable British Columbia, when any payment of money by British Columbia pursuant to this agreement is required, to make that payment; and
- b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

4.4 British Columbia agrees to contribute the equivalent of seven hundred thousand dollars (\$700,000) per year to the eligible expenditures under the terms of its strategic plan.

4.5 The Administrative Procedures and Conditions governing the payment of Canada's contribution are included in Schedule A of this agreement.

**5. ELIGIBLE EXPENDITURES**

5.1 For the purposes of this agreement, eligible expenditures may include, among others, expenditures related to the administration, planning, study, research, development and implementation of the activities supporting the execution of British Columbia's strategic plan (Schedule B).

**6. ACCOUNTABILITY**

6.1 Canada and British Columbia acknowledge that Canada is accountable to Parliament and British Columbia is accountable to its legislature. Canada and British Columbia agree that they must be accountable to the general public for the proper use of funds provided under this agreement and the results achieved by these investments.

## **7. COORDINATION**

- 7.1 Canada and British Columbia agree to meet in the 60 days preceding the close of each fiscal year covered by this agreement to discuss results and activities conducted within the framework of this agreement. The two parties may at that time, if necessary, agree to any modifications to be made to the strategic plan (Schedule B).

## **8. APPROVED ACTIONS/MEASURES AND BUDGETS**

- 8.1 Canada and British Columbia agree that the contributions referred to in paragraphs 4.1 and 4.2 of this agreement apply only to the actions/measures described in British Columbia's strategic plan (Schedule B), based on the federal and provincial budget breakdown included in this agreement.

## **9. PARTNERSHIP**

- 9.1 Canada and British Columbia 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 British Columbia.

## **10. MEMBERS OF THE HOUSE OF COMMONS, THE SENATE AND THE LEGISLATIVE ASSEMBLY OF BRITISH COLUMBIA**

- 10.1 No member of the House of Commons, the Senate or the Legislative Assembly of British Columbia may take part in this agreement or benefit from it in any way.

## **11. FORMER FEDERAL PUBLIC OFFICE HOLDERS OR FEDERAL 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 Act*, S.C. 2006, c. 9 or the *Values and Ethics Code for the Public Service* may receive a direct benefit from this agreement.

## **12. LIABILITY OF CANADA AND BRITISH COLUMBIA**

- 12.1 Canada shall not be liable for any injury, including death, or for any loss or damage to the property of British Columbia or anyone else, that occurs through the execution of this agreement by British Columbia, unless such injury, loss or damage is caused by the negligence, wilful misconduct or bad faith of Canada, the Federal Minister, or their employees, officers or agents.
- 12.2 British Columbia shall not be liable for any injury, including death, or for any loss or damage to the property of Canada or anyone else, that occurs through the execution of this agreement by Canada, unless such injury, loss or damage is caused by the negligence, wilful misconduct or bad faith of British Columbia, the Provincial Minister or their employees, officers or agents.
- 12.3 Canada disclaims itself from any liability in the event that British Columbia 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.

## **13. INDEMNIFICATION**

- 13.1 British Columbia shall indemnify Canada, the Federal Minister and their employees, officers or agents, and release them from any liability for claims, losses, damages, expenditures and costs related to any injury or death, or loss or damage to property caused by British Columbia or its employees, officers or agents in carrying out the activities described in this agreement.
- 13.2 Canada shall indemnify British Columbia, the Provincial Minister and their employees, officers or agents, and release them from any liability for claims, losses, damages, expenditures and costs related to any injury or death, or loss or damage to property caused by Canada or its employees, officers or agents in carrying out the activities described in this agreement.

**14. DISPUTE RESOLUTION**

14.1 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 a mutually agreed mediator. The parties shall bear the cost of mediation equally.

**15. BREACH OF COMMITMENTS AND RECOURSE**

15.1 The following constitute breach of commitments:

15.1.1 British Columbia, directly or through its representatives, makes a false declaration or a misrepresentation to Canada; or

15.1.2 One of the conditions or commitments included in this agreement has not been fulfilled; or

15.1.3 Canada suspends or withholds for no legitimate reason payments of its contribution with respect to amounts already owing or future payments.

15.2 In the event of breach of commitments, Canada may avail itself of the following remedies:

15.2.1 Reduce Canada's contribution to British Columbia and inform it accordingly;

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

15.2.3 Rescind this agreement and immediately terminate any financial obligation arising out of it.

15.3 In the event of breach of commitments, British Columbia may avail itself of the following remedies:

15.3.1 Suspend some activity provided for in the strategic plan (Schedule B);

15.3.2 Rescind this agreement and immediately terminate any financial obligation arising out of it.

15.4 The fact that one of the two parties 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.

**16. ASSIGNMENT**

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

**17. APPLICABLE STATUTES**

17.1 This agreement shall be governed by and interpreted in accordance with the applicable statutes in British Columbia.

**18. COMMUNICATIONS**

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

Director, Operations and Regional Coordination  
Department of Canadian Heritage  
15 Eddy Street, 7<sup>th</sup> Floor  
Gatineau, Quebec  
K1A 0M5

- 18.2 Any communication concerning this agreement intended for British Columbia shall be sent by mail to:

Véronique Mercier  
Manager, Federal-Provincial Agreement on Official Languages  
Intergovernmental Relations Secretariat  
P.O. Box 9433 Stn Prov Govt  
Victoria, British Columbia  
V8W 9V3

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

## **19. DURATION**

- 19.1 This agreement binds British Columbia and Canada for the period starting April 1, 2009 and ending on March 31, 2011, 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 expenditures incurred by British Columbia in carrying out its strategic plan (Schedule B).

## **20. AMENDMENT OR TERMINATION**

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

## **21. DESCRIPTION OF THE CONTRIBUTION AGREEMENT**

- 21.1 This agreement, including the following schedules that form an integral part of it 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 two parties acknowledge having read the Agreement and agree with its contents.

SCHEDULE A – Administrative Procedures and Conditions  
SCHEDULE B – Strategic Plan

**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 BRITISH COLUMBIA**

James Moore

Joan McIntyre

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The Honourable James Moore  
Minister of Canadian Heritage and  
Official Languages

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The Honourable Joan McIntyre  
Minister of State for Intergovernmental Relations

**Witness**

**Witness**

Nita Jolly

Robert Lapper

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Name in block letters

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Name in block letters

Nita Jolly

Robert Lapper

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Signature

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Signature

## ADMINISTRATIVE PROCEDURES AND CONDITIONS

### 1. PAYMENT TERMS

#### 1.1 Strategic Plan

1.1.1 Canada's contributions to British Columbia's strategic plan (Schedule B), 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 2009-10 shall be made following production of British Columbia's strategic plan (Schedule B) and signing of this agreement, provided requirements for the previous payments related to the *Canada-British Columbia Co-Operation Agreement on Official Languages 2006-09* have been met;
- (b) for each subsequent fiscal year, a first advance payment representing approximately one half (50%) of Canada's contribution for that fiscal year shall be made on or about April 15 following production, if necessary, of an updated strategic plan (Schedule B), provided requirements for the previous payments have been met;
- (c) for the first fiscal year of this agreement, a second and final advance payment, not exceeding the balance of Canada's contribution for that year, shall be made following production of:
  - i) a final report on results and actual expenditures for the previous fiscal year; and
  - ii) an interim financial statement reporting actual expenditures made by British Columbia during the period ending September 30 of the current fiscal year and anticipated expenditures up to March 31 of the same fiscal year.
- (d) for the 2010-11 fiscal year, a second and final payment, not exceeding the balance of Canada's contribution for that year, shall be made following the production of:
  - i) a final report on results and actual expenditures for the previous fiscal year; and
  - ii) a final report on results and actual expenditures for the 2010-11 fiscal year.

#### 1.2 Special Projects

Canada's contribution to British Columbia for the special projects referred to in paragraph 4.2 of this agreement shall be paid in accordance with the following breakdown:

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 made following approval of the Federal Minister;
- (b) a second and final payment, not exceeding the balance of Canada's contribution for that fiscal year, shall be made following production of a final report on results and actual expenditures made by British Columbia for the fiscal year in question.

1.2.2 For multi-year projects:

- (a) an initial advance payment representing approximately one half (50%) of Canada's contribution for the current fiscal year shall be made following approval of the Federal Minister;
- (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 provided that requirements for the previous payments have been met;
- (c) for the first fiscal 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 made following

the production of an interim financial statement reporting actual expenditures made by British Columbia during the period ending September 30 of the current fiscal year and anticipated expenditures up to March 31 of the same fiscal year;

- (d) for each subsequent fiscal year except the last, a second and final advance payment, not exceeding the balance of Canada's contribution for that year, shall be made following the production of:
  - i) a final report on results and actual expenditures for the previous fiscal year; and
  - ii) an interim financial statement reporting actual expenditures made by British Columbia during the period ending September 30 of the current year and anticipated expenditures up to March 31 of the same fiscal year.
- (e) for the final fiscal year, a second and final payment, not exceeding the balance of Canada's contribution for that year, shall be made following the production of:
  - i) a final report on results and actual expenditures for the previous fiscal year; and
  - ii) a final report on results and actual expenditures for the fiscal year in question.

## **2. TRANSFERS**

- 2.1 British Columbia can transfer funds between measures for the same objective.
- 2.2 British Columbia can transfer funds between objectives in the strategic plan (Schedule B) if none of the objectives impacted by the transfer(s) is/are subject to an increase or decrease exceeding 15% of the amount of the annual contribution allocated to each one.
- 2.3 Canada and British Columbia can agree, no later than February 15 of the fiscal year in question, to transfer funds between objectives in the strategic plan (Schedule B) if at least one objective impacted by the transfer(s) is/are subject to an increase or decrease exceeding 15% of the annual contribution allocated to each one.
- 2.4 Canada and British Columbia agree that the transfers targeted by paragraphs 2.1, 2.2 and 2.3 shall not jeopardize achievement of the expected results in the strategic plan (Schedule B).

## **3. FINANCIAL STATEMENTS AND REPORTS ON RESULTS**

- 3.1 It is agreed that, no later than March 31 of each fiscal year of this agreement, British Columbia shall provide Canada with interim financial statements of British Columbia's expenditures relating to Canada's financial contribution. The interim financial statement shall provide details on actual expenditures incurred prior to September 30 of the year in question and on expenditures anticipated until March 31 of the year in question.
- 3.2 It is agreed that within six (6) months following the end of each fiscal year of this agreement, British Columbia shall provide Canada with a final report on the results of each fiscal year, based on the measures, performance indicators and outcomes set forth in the strategic plan (Schedule B), and on actual expenditures.
- 3.3 The interim financial statements and final reports on results and actual expenditures shall be approved by a duly authorized person from British Columbia. British Columbia shall provide the financial statements and reports in the manner it considers most appropriate to its particular situation. Once the information has been submitted, if Canada believes that clarifications or additional information are required, it shall so inform British Columbia, which will be obliged to produce the additional information requested in a timely fashion.
- 3.4 The financial statements shall separately present the budget established for each of the objectives provided for in the province's strategic plan, the provincial and federal contributions, and for each objective, all expenditures incurred by the province, including those incurred after the signing of this agreement. The financial statements shall be prepared in accordance with generally-accepted accounting principles.

3.5 British Columbia 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. British Columbia 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, British Columbia 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 REPORTS ON RESULTS**

4.1 Canada reserves the right to produce and publish a national report on best practices and progress made within the framework of the *Development of Official-language Communities* Program.

4.2 Canada agrees to consult British Columbia through the Intergovernmental Network of the Canadian Francophonie on the report's development and production schedule.

4.3 Canada agrees to consult British Columbia to agree on the content of the elements of the national report that are specific to British Columbia.

#### **5. INFORMATION TO THE PUBLIC**

5.1 Canada and British Columbia 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.

5.2 British Columbia agrees to make available to the public copies of the final report on results and actual expenditures as part of this agreement. To obtain copies, interested individuals may contact British Columbia in accordance with the provisions of paragraph 18.2 of this agreement.

5.3 British Columbia 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. British Columbia agrees to provide Canada with samples of these different kinds of publicity.

5.4 British Columbia and Canada agree to share, at the time of its publication, any public report on services in French that may be produced, to be used as complementary information.

5.5 Canada and British Columbia agree that communications with and publications for the general public regarding this agreement will be issued in both official languages.

#### **6. OVERPAYMENT**

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

#### **7. FINANCIAL AUDITS**

7.1 The Federal Minister reserves the right to audit or cause to have audited the accounts and records of the recipient at any time during this agreement, and for a period of up to five (5) years after the end of this agreement, to ensure compliance with its terms and obligations set forth in this agreement. The scope and timing of these audits will be determined by the Federal Minister and may be carried out by employees of the Department or its agents. The recipient will provide the auditors, in a timely manner, with all the records, documents and information that they may require. The findings of the audit will be shared with the recipient and will be published on the Department's Web site.

7.2 The Auditor General of Canada may also conduct a performance (value-for-money) audit and inquire into compliance with use of funds paid under this agreement, pursuant to section 7.1(1)

of the *Auditor General Act*. The Auditor General may report on his conclusions to the House of Commons.

- 7.3 Canada agrees to pay to the province, as soon as possible after completion of the audit, any monies that the audit may show to be due and owing to British Columbia. British Columbia 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.

## **8. EVALUATION**

- 8.1 British Columbia is responsible for evaluating the measures funded under this agreement and shall determine the scope of the evaluation and the methodology and procedures to be used. British Columbia shall provide Canada with a report on the measures evaluated.
- 8.2 Canada is responsible for evaluating the *Community Life* component of the *Development of Official-language Communities* Program. Information relevant to this evaluation will be drawn from the annual reports on results produced by British Columbia.
- 8.3 Canada and British Columbia 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 in compliance with the cost-sharing procedures provided for in clause 4.1 of this agreement.

## **9. CONSULTATIONS**

- 9.1 British Columbia has included in the preamble to its strategic plan (Schedule B) information on the level of community involvement in development of its overall strategy and in preparation of the plan.