

**CANADA – QUEBEC AGREEMENT
ON ENGLISH-LANGUAGE SERVICES
2006-07 to 2008-09**

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THIS AGREEMENT was concluded 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 QUEBEC**, hereinafter called “Quebec”, represented by le ministre de la Santé et des Services sociaux, le ministre de la Justice and le ministre responsable des Affaires intergouvernementales canadiennes, de la Francophonie canadienne, de l’Accord sur le commerce intérieur, de la Réforme des institutions démocratiques et de l’Accès à l’information.

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 the *Charter of the French Language* stipulates that French is the official language of Quebec and that departments and other organizations of the administration may provide services in English;

WHEREAS Canada believes that, according to the *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 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* announced on March 12, 2003, Canada identifies federal-provincial collaboration for service delivery in the language of the minority as one of the priority areas to foster renewed vitality to the country’s linguistic duality;

AND WHEREAS Canada wishes, through this agreement, to provide Quebec with financial support to implement various measures to increase the capability of Quebec to deliver English-language services;

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

1. DEFINITIONS

“Community” means a group of individuals who identify themselves as belonging to a structured or informal group centred on a shared Anglophone identity basis;

“Fiscal year” means the period commencing April 1st of any year and terminating March 31st of the year immediately following.

2. PURPOSE OF THE AGREEMENT

2.1 The purpose of this agreement is to establish the conditions of Canada’s financial support for the implementation of various projects intended to increase the delivery of English-language services, this in the context of Quebec’s strategic plan as outlined at Schedule B of this agreement.

3. STRATEGIC PRIORITIES

In accordance with the purpose set out in section 2, Canada and Quebec agree to recognize that health and social services and justice constitute two areas that merit particular attention during the period covered by this agreement.

Canada and Quebec agree that Quebec may identify other areas for intervention in the area of delivery of services in the English language to which the parties have agreed for in the period covered by this agreement. In this case, Quebec will proceed to update Schedule B to take into account such adjustments within the limits of the annual allocation mentioned in subsection 5.1 of this agreement, and a modification to the present agreement will result in accordance with subsection 14.1 of this agreement.

4. PURPOSE OF THE CONTRIBUTION

4.1 Subject to the provisions of this agreement, Canada agrees to pay a portion of the eligible expenditures made by Quebec to implement its strategic plan (Schedule B).

4.2 For the purposes of this agreement, and in accordance with subsection 3.2 of this agreement, Quebec’s strategic plan (Schedule B) includes, for each area of intervention,:

A description of the objectives and priorities of Quebec;

A description of the expected results;

A description of the performance indicators to be used by Quebec to measure the achieved results.

5. MAXIMUM CONTRIBUTION AMOUNT

5.1 Subject to the appropriation of funds by Parliament, to the maintenance of current and forecasted budget levels to March 31st, 2009 of the *Development of Official-Language Communities Program, Community Life* component, and to the Administrative Procedures and Conditions of this agreement, Canada agrees to contribute to the eligible expenditures incurred by Quebec in implementing its strategic plan (Schedule B) for the purposes described in section 2 of this agreement, for the next three fiscal years (2006-07 to 2008-09), an amount not to exceed the lesser of one million two hundred thousand dollars (\$1,200,000) or 50% of the total eligible expenditures incurred each year. Consequently, Canada’s contribution to Quebec during each of the next three fiscal years shall be a maximum of:

2006-07	\$400,000
2007-08	\$400,000
2008-09	\$400,000

5.2 Special Project Funding

For each fiscal year of this agreement, Canada may provide Quebec with financial support, over and above the amount identified in subsection 5.1, to undertake ad hoc projects proposed by Quebec subject to approval by the federal minister. These projects shall be included in a document to be attached to Quebec’s strategic plan (Schedule B) for each fiscal year during which Quebec obtains funding to carry out its special projects, and shall form an integral part thereof.

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

6. ELIGIBLE EXPENDITURES

6.1 For the purposes of this agreement, eligible expenditures may include, among others, expenditures related to the planning, study, research, development and implementation of the activities supporting Quebec's strategic plan (Schedule B). The eligible expenditures may also include wages and benefits, professional fees, administrative costs and expenditures incurred by Quebec that are related to activities supporting Quebec's strategic plan (Schedule B).

PARTNERSHIP

7.1 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 Quebec.

8. FORMER FEDERAL PUBLIC OFFICE HOLDERS AND PUBLIC SERVANTS, MEMBERS OF THE HOUSE OF COMMONS, THE SENATE AND THE LEGISLATIVE ASSEMBLY OF QUEBEC

8.1 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. No member of the House of Commons, the Senate nor the Legislative Assembly of Quebec may take part in this agreement nor benefit from it in any way.

ASSIGNMENT

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

APPLICABLE STATUTES

This agreement shall be governed by and interpreted in accordance with the applicable statutes in Quebec.

INDEMNIFICATION

Quebec shall indemnify Canada and its employees, officers or agents, or third parties, according to the circumstances, for any losses, damages, costs and/or expenses incurred or sustained by them or by a third party, when these losses, damages, costs and/or expenses are attributable to the negligence, wilful misconduct, or bad faith of Quebec, its representatives, employees, officers or agents in the application of this agreement, unless such loss, damage, cost and/or expense is caused by the negligence, willful misconduct or bad faith of Canada, the Minister of Canadian Heritage, their employees, officers or agents.

Canada shall indemnify Quebec and its employees, officers and agents, and release them from any liability for claims, losses, damages, expenses and costs alleged to be caused by Canada or its employees, officers or agents in carrying out the activities described in this agreement, unless such claim, loss, damage, expense and cost is caused by the negligence, willful misconduct or bad faith of Quebec or its employees, officers or agents.

COMMUNICATIONS

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

Regional Executive Director, Quebec Regional Office
Department of Canadian Heritage
Complexe Guy-Favreau
200 René-Lévesque Blvd., West Tower, 6th Floor
Montreal, Quebec
H2Z 1X4

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

Direction des affaires économiques, culturelles et sociales
Secrétariat aux affaires intergouvernementales canadiennes
875, Grande Allée Est, bureau 3.800
Québec (Québec)
G1R 4Y8

To the attention of: The Director

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

13. DURATION

13.1 This agreement binds Quebec and Canada for the period starting April 1st, 2006 and ending on March 31st, 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 expenditures incurred by Quebec in carrying out its strategic plan (Schedule B).

14. AMENDMENT OR TERMINATION OF THE AGREEMENT

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

15. CONTENT OF THE CONTRIBUTION AGREEMENT

15.1 This agreement, including the following schedules that form an integral part of this agreement and subsequent amendments to them, constitutes all the commitments and responsibilities agreed upon between the parties and supersedes all previous and future documents, negotiations, understandings and undertakings related to its subject matter.

SCHEDULE A – *Administrative Procedures and Conditions*

SCHEDULE B – *Quebec's 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

Josée Verner

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

Witness

Denis Jollette

Name in block letters

(Signed) Denis Jollette

Signature

AND

(Signé) Beverley J. Oda

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

Witness

Pamela Eades

Name in block letters

(Signed) Pamela Eades

Signature

ON BEHALF OF QUEBEC

Philippe Couillard

Philippe Couillard
Ministre de la Santé et des Services sociaux

AND

(Signed) Yvon Marcoux

Yvon Marcoux
Ministre de la Justice

AND

(Signed) Benoit Pelletier

Benoît Pelletier
Ministre responsable des Affaires
intergouvernementales canadiennes, de la
Francophonie canadienne, de l'Accord sur le
commerce intérieur, de la Réforme des institutions
démocratiques et de l'Accès à l'information

ADMINISTRATIVE PROCEDURES AND CONDITIONS

1. PAYMENT TERMS

1.1 Canada's contributions to Quebec's strategic plan (Schedule B), referred to in section 5 of this agreement, shall be paid as follows:

an initial advance payment, representing approximately one half (50%) of Canada's contribution for fiscal year 2006-07, shall be made upon the signing of this agreement and the presentation by Quebec of a strategic plan that includes the period covered by this agreement (2006-07 to 2008-09);

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 upon receipt, if necessary, of an updated strategic plan (Schedule B) and if all requirements for the previous payments have been met;

for each fiscal year of this agreement, a second and final advance payment, not exceeding the balance of Canada's contribution for that fiscal year, shall be made upon receipt and acceptance by Canada of:

~~10~~ a detailed report on outputs and actual expenditures for the previous fiscal year except for the first year of this agreement; and

- b) a certified interim financial report reporting actual expenditures made by Quebec during the period ending September 30th of the current fiscal year and anticipated expenditures up to March 31st of the same fiscal year.

1.2 Special Projects

Canada's contribution to Quebec for special projects, referred to in subsection 5.2 of this agreement, shall be paid as follows:

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;
- a second and final advance payment, not exceeding the balance of Canada's contribution for that fiscal year, shall be paid upon receipt and acceptance by Canada of a certified interim financial report reporting actual expenditures made by Quebec during the period ending September 30th of the current fiscal year and anticipated expenditures up to March 31st of the same fiscal year.

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;

- 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 report reporting actual expenditures made by Quebec during the period ending September 30th of the current year and anticipated expenditures up to March 31st of the same fiscal year;
- for each subsequent fiscal year, a second and final advance payment, not exceeding the balance of Canada's contribution for that fiscal year, shall be made upon receipt and acceptance by Canada of:

a certified final report on outputs and actual expenditures related to the special project for the previous fiscal year; and

a certified interim financial report reporting actual expenditures made by Quebec during the period ending September 30th of the current fiscal year and anticipated expenditures up to March 31st of the same fiscal year.

1.3 For all special projects, Quebec agrees to provide Canada with a certified final report on outputs and actual expenditures related to the special project. Quebec 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 Quebec may transfer funds from one area of intervention to another in the context of the strategic plan (Schedule B), insofar as these transfers facilitate, in the opinion of Quebec, the achievement of the expected results.

3. ACCOUNTS AND FINANCIAL STATEMENTS

3.1 Quebec agrees to keep accounts and records of its revenues and expenditures related to this agreement.

3.2 In accordance with subsection 1.2 above, Quebec shall provide certified interim reports of expenditures associated with Canada's contribution no later than March 31st of each year of this agreement. The certified interim reports of expenditures shall provide details on actual expenditures prior to January 31st and forecasts for anticipated expenditures after January 31st of the current year.

For all other data, Quebec shall provide final certified statements of expenditures no later than November 30th of the following fiscal year.

3.4 For the purposes of this agreement, the financial statements provided by Quebec to Canada shall be broken down so as to present the expenditures for area of intervention.

3.5 For the purposes of this agreement, the financial statements provided by Quebec shall be certified by a senior program officer and a senior financial officer, or any other person duly authorized by Quebec and agreed to by Canada.

3.6 Within six (6) months following the end of each fiscal year of this agreement, Quebec shall submit a final annual report on the outputs for each fiscal year based on the strategic plan (Schedule B) and the actual expenditures, as per section 1 of Schedule A of this agreement. This report shall be certified by a senior program officer and a senior financial officer, who shall be duly authorized by Quebec.

4. INFORMATION TO THE PUBLIC

- 4.1 Canada and Quebec agree that the text of this agreement and its schedules will be made available to the Canadian public, in particular on their respective Websites, within a reasonable timeframe following the signature of this agreement.
- 4.2 Quebec agrees to make available to the public copies of the final reports in the context of this agreement after these documents have been submitted to Canada. To obtain copies, interested individuals may contact Quebec in accordance with the provisions of subsection 12.2 of this agreement.
- 4.3 Quebec agrees to recognize Canada's participation when conducting publicity for the projects for which financial assistance was provided by Canada. For the purpose of this agreement, publicity includes, but is not limited to, news releases as well as provincial departmental and agency reports. Quebec agrees to provide Canada with samples of these various kinds of publicity.
- 4.4 Canada and Quebec agree to share, at the time of its publication, all reports on English-language services that may be produced as part of this agreement and which may be used as complementary information.
- 4.5 Quebec agrees that, under this agreement, all its communications with the public and the publications made available to the general public shall be in French and, upon request, in English.

5. OVERPAYMENT

- 5.1 The parties agree that, if payments made to Quebec, in accordance with this agreement, exceed the amounts to which Quebec is entitled, the overpayment shall be returned to Canada. If the overpayment has not been returned, Canada may reduce an equivalent amount from its future contributions to Quebec.

6. FINANCIAL AUDITS

- 6.1 The parties agree that Canada reserves the right to audit or to have an audit conducted of Quebec's accounts and records for programs, projects and measures carried out with Canada's contribution. Should such an audit be necessary, it shall be conducted by the Auditor General of Quebec in accordance with a timeframe and terms to be agreed upon between Canada and Quebec. If the Auditor General of Quebec is unable to conduct the audit, the parties may agree on another auditor.

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

EVALUATION

- 7.1 Quebec is responsible for evaluating the measures funded under this agreement. Quebec undertakes to share with Canada the results of these evaluations.

Canada is responsible for evaluating the *Community Life* Component of the *Official Language Communities Support* Program. For these evaluations, Canada shall encourage input from Quebec and shall use information provided in this agreement. Should other information be required, it will form the basis of discussions to be held between Canada and Quebec.

8. CONSULTATIONS

In its strategic plan (Schedule B), Quebec shall include information regarding the participation of the English speaking community in the preparation of the document.