

**CANADA – SASKATCHEWAN AGREEMENT
ON FRANCOPHONE AFFAIRS –
2009-10 AND 2010-11**

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THIS AGREEMENT was concluded in English and in French this 2nd day of December 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 SASKATCHEWAN**, hereinafter called “Saskatchewan” represented by the Provincial Secretary.

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 Saskatchewan has adopted a *French-language Services Policy* intended to be a constructive means for provincial departments, crown corporations and agencies to support the Fransaskois community’s development and vitality;

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 Saskatchewan wish to establish, through this agreement, a general framework for the planning and implementation of various measures to support the development and vitality of the Francophone community of Saskatchewan through the delivery of French-language services;

AND WHEREAS Saskatchewan, as a member of the Ministerial Conference on the Canadian Francophonie, agreed 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 Secretary” means the Provincial Secretary of Saskatchewan or anyone authorized to act on her behalf;
- (c) “Ministers” means the Federal Minister, the Provincial Secretary and any other minister of Canada and Saskatchewan 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 Saskatchewan to support the planning and delivery of quality French-language services for the Francophone community of Saskatchewan, and to support structuring initiatives aimed at contributing to its development, as presented in the action plan set out in Schedule B of 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 made by Saskatchewan to implement its action 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 Saskatchewan in implementing its action plan (Schedule B) for the purposes described in Section 2 of this agreement, for the next two fiscal years (2009-10 and 2010-11), an amount not to exceed the lesser of one million five hundred and twenty thousand dollars (\$1,520,000) or 50% of the total eligible expenditures for each year, or:

| | |
|---------|-----------|
| 2009-10 | \$760,000 |
| 2010-11 | \$760,000 |

- 4.2 In the event that additional funds for the federal contribution outlined in paragraph 4.1 are made available during this agreement, the present Agreement may be modified accordingly. Any increase in Canada's financial envelope will be conditional upon Saskatchewan providing an equivalent or greater financial contribution than Canada's to meet the goals set out in its revised action plan (Schedule B). Canada and Saskatchewan agree to update the action plan (Schedule B) from 2009-10 and 2010-11 to reflect these new investments.
- 4.3 For each fiscal year covered by this agreement, Canada may provide Saskatchewan with financial support over and above the amounts identified in paragraph 4.1 of this agreement for special measures or projects proposed by Saskatchewan, subject to approval by the Federal Minister. These measures and projects will be included in a document to be attached to Saskatchewan's action plan (Schedule B) and will form an integral part thereof.
- 4.4 Subject to the appropriation of funds by the Legislative Assembly of Saskatchewan and the maintenance of current and forecasted budget levels of the Office of the Provincial Secretary and of Saskatchewan ministries, Saskatchewan agrees to contribute to the eligible expenditures incurred under the terms of its action plan (Schedule B) for 2009-10 and 2010-11.
- 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 planning, study, research, development and implementation of the activities supporting the execution of Saskatchewan's action plan (Schedule B).

6. COORDINATION

- 6.1 Canada and Saskatchewan 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 action plan (Schedule B).

7. APPROVED ACTIONS/MEASURES AND BUDGETS

- 7.1 Canada and Saskatchewan agree that the contributions referred to in paragraphs 4.1 and 4.3 of this agreement apply only to the actions/measures described in Saskatchewan's action plan (Schedule B), based on the federal and provincial budget breakdown included in this agreement.

8. PARTNERSHIP

- 8.1 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 Saskatchewan.

9. MEMBERS OF THE HOUSE OF COMMONS, THE SENATE AND THE LEGISLATIVE ASSEMBLY OF SASKATCHEWAN

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

10. FORMER FEDERAL PUBLIC OFFICE HOLDERS OR FEDERAL PUBLIC SERVANTS

- 10.1 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.

11. LIABILITY OF CANADA AND SASKATCHEWAN

- 11.1 Canada shall not be liable for any injury, including death, or for any loss or damage to the property of Saskatchewan or anyone else, that occurs through the execution of this agreement by Saskatchewan, 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.
- 11.2 Saskatchewan 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 Saskatchewan, the Provincial Secretary or their employees, officers or agents.
- 11.3 Canada disclaims itself from any liability in the event that Saskatchewan 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.

12. INDEMNIFICATION

- 12.1 Saskatchewan 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 Saskatchewan or its employees, officers or agents in carrying out the activities described in this agreement.
- 12.2 Canada shall indemnify Saskatchewan, the Provincial Secretary 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.

13. DISPUTE RESOLUTION

- 13.1 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 shall bear the cost of mediation equally.

14. BREACH OF COMMITMENTS AND RECOURSE

14.1 The following constitute breach of commitments:

14.1.1 Saskatchewan, directly or through its representatives, makes or made, otherwise than in good faith, a false declaration or a misrepresentation to Canada; or

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

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

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

14.2.1 Reduce Canada's contribution to Saskatchewan and inform it accordingly;

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

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

14.3 In the event of breach of commitments, Saskatchewan may avail itself of the following remedies:

14.3.1 Suspend some activity provided for in the action plan (Schedule B);

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

14.4 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.

15. ASSIGNMENT

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

16. APPLICABLE STATUTES

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

17. COMMUNICATIONS

17.1 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, 7th Floor
Gatineau, Quebec
K1A 0M5

17.2 Any communication concerning this agreement intended for Saskatchewan shall be sent by mail to:

Director General, Francophone Affairs
Office of the Provincial Secretary
1420 – 1855 Victoria Avenue
Regina, Saskatchewan
S4P 3T2

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

18. DURATION

18.1 This agreement binds Saskatchewan 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 Saskatchewan in carrying out its action plan (Schedule B).

19. AMENDMENT OR TERMINATION

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

20. DESCRIPTION OF THE CONTRIBUTION AGREEMENT

20.1 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 – Action 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 SASKATCHEWAN

James Moore

June Draude

The Honourable James Moore
Minister of Canadian Heritage and
Official Languages

The Honourable June Draude
Provincial Secretary

Witness

Witness

Joanne McNamara

Shelley Duke

Name in block letters

Name in block letters

Joanne McNamara

Shelley Duke

Signature

Signature

ADMINISTRATIVE PROCEDURES AND CONDITIONS

1. PAYMENT TERMS

1.1 Action plan

1.1.1 Canada's contributions to Saskatchewan's action 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 Saskatchewan's action plan (Schedule B) and signing of this agreement, provided requirements for the previous payments related to the *Canada – Saskatchewan Agreement on French-language Services 2005-06 – 2008-09* 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 action 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 fiscal 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 Saskatchewan 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 fiscal year 2010-11, a second and final 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) a final report on results and actual expenditures for fiscal year 2010-11.

1.2 Special Projects

Canada's contribution to Saskatchewan for the special projects referred to in paragraph 4.3 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 Saskatchewan 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 fiscal year shall be made on or about April 15 provided that requirements for the 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 made following production of an interim financial statement reporting actual expenditures made by Saskatchewan 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 fiscal 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 Saskatchewan 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 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 Saskatchewan can transfer funds between objectives for the same goal.
- 2.2 Saskatchewan can transfer funds between goals in the action plan (Schedule B) if none of the goals impacted by the transfer(s) is subject to an increase or decrease exceeding 15% of the amount of the annual contribution allocated to each one.
- 2.3 Canada and Saskatchewan can agree, no later than February 15 of the fiscal year in question, to transfer funds between goals in the action plan (Schedule B) if at least one goal impacted by the transfer(s) is subject to an increase or decrease exceeding 15% of the annual contribution allocated to each one.
- 2.4 Canada and Saskatchewan agree that the transfers targeted by paragraphs 2.1, 2.2 and 2.3 shall not jeopardize achievement of the expected results in the action 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, Saskatchewan shall provide Canada with interim financial statements of Saskatchewan's expenditures relating to Canada's financial contribution. The interim financial statements 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, Saskatchewan 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 action 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 Saskatchewan. Saskatchewan 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 Saskatchewan, 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 goals provided for in the province's action plan (Schedule B), the provincial and federal contributions, and for each goal, all expenditures incurred by the province, including those incurred before the signing of this agreement. The financial statements shall be prepared in accordance with generally-accepted accounting principles.

- 3.5 Saskatchewan 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. Saskatchewan 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, Saskatchewan 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 Saskatchewan through the Intergovernmental Network of the Canadian Francophonie on the report's development and production schedule.
- 4.3 Canada agrees to consult Saskatchewan to agree on the content of the elements of the national report that are specific to Saskatchewan.

5. INFORMATION TO THE PUBLIC

- 5.1 Canada and Saskatchewan 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 Saskatchewan 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 Saskatchewan in accordance with the provisions of paragraph 17.2 of this agreement.
- 5.3 Saskatchewan 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. Saskatchewan agrees to provide Canada with samples of these different kinds of publicity.
- 5.4 Saskatchewan 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 Saskatchewan agree that communications with and publications for the general public regarding this agreement will be issued in both official languages.

6. OVERPAYMENT

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

7. FINANCIAL AUDITS

- 7.1 In the event Canada requests an audit of Saskatchewan's accounts and records to ensure compliance with the terms and obligations of this agreement:
- 7.1.1 The scope, coverage and timing of such an audit will be determined by the Federal Minister, in collaboration with Saskatchewan and carried out by mutually agreed upon external auditors.
- 7.1.2 Both parties shall make available to auditors, in a timely manner, any pertinent records, documents and information related to this project that the auditors may require.

SCHEDULE A

- 7.1.3 The request must be issued within a period up to five (5) years after the end of this agreement.
- 7.1.4 Canada will inform Saskatchewan about the findings of the audit. The findings of the audit may be published on the Department of Canadian Heritage's Web site. If money is owing to Saskatchewan, Canada will pay following the completion of the audit. If money is owing to Canada, then Section 6 (Schedule A) shall apply.
- 7.1.5 In the event of a disagreement between the parties as to the audit or the amount paid or owing to Saskatchewan, the disagreement shall be resolved in accordance with Section 13 of this agreement.

8. EVALUATION

- 8.1 Saskatchewan 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. Saskatchewan 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 Saskatchewan.
- 8.3 Canada and Saskatchewan 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 Saskatchewan has included in the preamble to its action plan (Schedule B) information on the level of community involvement in the development of its overall strategy and in preparation of the plan.