

**CANADA-NORTHWEST TERRITORIES  
AGREEMENT ON FRENCH LANGUAGE SERVICES  
2020-2021 TO 2022-2023**

**THIS AGREEMENT** was concluded in English and in French this 23rd day of February 2021,

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

**AND:** **THE GOVERNMENT OF THE NORTHWEST TERRITORIES**, hereinafter called “Northwest Territories”, represented by the Minister of Education, Culture and Employment of the Northwest Territories.

Hereinafter referred to individually as a “Party” or collectively as the “Parties”.

**WHEREAS** English and French are the official languages of Canada, as recognized in 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 its *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 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** Canada wishes to continue its collaboration with the provinces and territories on minority-language services;

**WHEREAS** Canada and the Northwest Territories have signed on June 28, 1984, an agreement in which Canada agreed, on an ongoing basis from year to year, to bear all the costs involved with the provision of services to the public in French and the costs involved with the implementation of French as an official language in the Northwest Territories as required by the territorial *Official Languages Act*;

**WHEREAS** Canada and the Northwest Territories 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 the Northwest Territories through the delivery of French-language services;

**WHEREAS** Canada and the Northwest Territories recognize the importance of Canada’s sustained participation in the implementation and provision of French-language services and the need for financial stability in order to better further the objectives of this agreement;

**AND WHEREAS** the member provinces and territories of the Ministerial Conference on the Canadian Francophonie did commit, in July 2018 to continue to explore best practices for offering more government information and services in French to the general public, in partnership with the Government of Canada, by December 31, 2021.

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

## **1. PURPOSE OF THE AGREEMENT**

1.1 The purpose of this agreement is to provide a multi-year collaboration framework between Canada and the Northwest Territories to support the planning and delivery of quality French-language territorial services aimed at contributing to the development and enhancing the vitality of the Francophone community of the Northwest Territories, as presented in the Action Plan set out in Schedule B of this agreement.

## **2. PURPOSE OF THE CONTRIBUTION**

2.1 Subject to the provisions of this agreement, Canada agrees to contribute to the eligible expenditures made by the Northwest Territories to implement its Action Plan (Schedule B).

## **3. ACTION PLAN**

3.1 The multi-year Action Plan (Schedule B) includes a preamble which outlines the territorial context, the issues on which the Northwest Territories intends to act, strategic priorities, progress made by the end of the previous agreement, and considerations and objectives for the 2020-2021 to 2022-2023 agreement period. It also includes a description of the consultation process carried out with Francophone communities.

## **4. MAXIMUM AMOUNT OF THE CONTRIBUTION**

4.1 Subject to the appropriation of funds by Parliament, to the maintenance by the federal minister of current and forecasted budget levels to March 31, 2023, of the Development of Official-Language Communities Program under which this agreement is funded, and to the Administrative Procedures and Conditions in Schedule A of this agreement, Canada agrees to contribute for 2020-2021 to 2022-2023 to the eligible expenditures incurred by the Northwest Territories in implementing its Action Plan (Schedule B) for the purposes described in Section 1 of this agreement, an amount not to exceed the lesser of sixteen million nine hundred and thirty-two thousand dollars (\$16,932,000) or the total of the eligible expenditures incurred by the Northwest Territories in implementing its Action Plan (Schedule B).

4.2 The amounts allocated to this agreement shall be as follows:

<b>Fiscal year</b>	<b>Contribution</b>
2020-2021	\$5,500,000
2021-2022	\$5,610,000
2022-2023	\$5,822,000
<b>Total</b>	<b>\$16,932,000</b>

4.3 In the event that additional funds for the federal contribution outlined in paragraphs 4.1 and 4.2 are made available during this agreement, the present agreement may be modified accordingly. Canada and the Northwest Territories agree to update the 2020-2021 to 2022-2023 Action Plan (Schedule B) to reflect these new investments.

4.4 For the fiscal years covered by this agreement, Canada may provide the Northwest Territories with financial support over and above the amounts identified in paragraphs 4.1 and 4.2 of this agreement for special measures or projects proposed by the Northwest Territories, subject to approval by the federal minister. These measures and projects will be included in a document to be attached to the Northwest Territories' Action Plan (Schedule B) and will form an integral part thereof.

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 the Northwest Territories' Action Plan (Schedule B).

## **6. COORDINATION**

6.1 Canada and the Northwest Territories agree to meet at a time mutually agreed upon before the close of the fiscal years covered by this agreement, or at a time mutually agreed upon, 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 Schedule B.

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

7.1 Canada and the Northwest Territories agree that the contributions referred to in paragraphs 4.1, 4.2 and 4.4 of this agreement apply only to the actions/measures described in the Northwest Territories' Action Plan (Schedule B), based on the federal and territorial 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 the Northwest Territories.

## **9. MEMBERS OF THE HOUSE OF COMMONS, THE SENATE AND THE LEGISLATIVE ASSEMBLY OF THE NORTHWEST TERRITORIES**

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

## **10. 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 Sector* may receive a direct benefit from this agreement.

## **11. LIABILITY OF CANADA AND THE NORTHWEST TERRITORIES**

11.1 Canada shall not be liable for any injury, including death, or for any loss or damage to the property of the Northwest Territories or anyone else, that occurs through the execution of this agreement by the Northwest Territories, 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 The Northwest Territories 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 the Northwest Territories, the territorial minister or their employees, officers or agents.

11.3 Canada disclaims itself from any liability in the event that the Northwest Territories 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 The Northwest Territories 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 the Northwest Territories or its employees, officers or agents in carrying out the activities described in this agreement.
- 12.2 Canada shall indemnify the Northwest Territories, the territorial 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.

## **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 RE COURSE**

- 14.1 The following constitute breach of commitments:
  - 14.1.1 The Northwest Territories, 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 the Northwest Territories and inform them accordingly; and/or
  - 14.2.2 Suspend any payment of Canada's contribution, either with respect to amounts already owing or future payments; and/or
  - 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, the Northwest Territories may avail itself of the following remedies:
  - 14.3.1 Suspend some activity provided for in the Action Plan (Schedule B); and/or
  - 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 the Northwest Territories.

## **17. COMMUNICATIONS**

17.1 Any communication concerning this agreement intended for Canada shall be sent by email or mail to:

Brigitte Gibson  
Regional Director General  
Prairies and Northern Region  
Department of Canadian Heritage  
300-330 Portage Avenue  
Winnipeg, Manitoba  
R3C 0C4  
[Brigitte.Gibson@canada.ca](mailto:Brigitte.Gibson@canada.ca)

17.2 Any communication concerning this agreement intended for the Northwest Territories shall be sent by email or mail to:

Benoît Boutin  
Executive Director  
Francophone Affairs Secretariat  
Department of Education, Culture and Employment  
Government of the Northwest Territories  
Post Office Box 1320  
Yellowknife, Northwest Territories  
X1A 2L9  
[Benoit\\_Boutin@gov.nt.ca](mailto:Benoit_Boutin@gov.nt.ca)

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 the Northwest Territories and Canada for the period starting April 1, 2020 and ending on March 31, 2023, 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 the Northwest Territories 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.

SCHEDEULE A – General Administrative Procedures and Conditions

SCHEDEULE B – Action Plan for French-Language Services – 2020-2021 to 2022-2023

SCHEDEULE C – Government of Canada Reporting Requirements for the Delivery of French-Language Services in the Northwest Territories

**IN WITNESS WHEREOF**, the Parties hereto have signed this agreement on the date that appears on the first page.

**ON BEHALF OF CANADA**



The Honourable Mélanie Joly  
Minister of Official Languages

**ON BEHALF OF THE NORTHWEST TERRITORIES**



The Honourable R.J. Simpson  
Minister of Education, Culture and Employment

**Witness**

Réal Déquier

Name in block letters

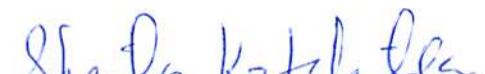


Signature

**Witness**

Sheila Kotchilea

Name in block letters



Signature

## GENERAL ADMINISTRATIVE PROCEDURES AND CONDITIONS

## 1. PAYMENT TERMS

1.1 Action Plan

1.1.1 Canada's contributions to the Northwest Territories' Action Plan (Schedule B), referred to in clauses 4.1 and 4.2 of this agreement, shall be paid as follows:

- (a) an initial advance payment representing one half (50%) of Canada's contribution for fiscal year 2020-2021 shall be made following the production of the Northwest Territories' Action Plan (Schedule B) and the signing of this agreement provided that requirements for the previous payments related to the *Canada–Northwest Territories Agreement on French Languages Services and Indigenous Languages 2016-2017 to 2019-2020* have been met;
- (b) for each subsequent fiscal year, a first advance payment representing one half (50%) of Canada's contribution for that fiscal year shall be made on or about April 15 following the production, if necessary, of an updated Action Plan (Schedule B) provided that requirements for the previous payments have been met;
- (c) for each fiscal year, a second and final payment not exceeding the balance of Canada's contribution for each fiscal year, shall be made following the production of a final report on results and actual expenditures by the Northwest Territories for the fiscal year in question.

1.2 Special Projects

Canada's contribution to the Northwest Territories for the special projects referred to in clause 4.4 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 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 the production of a final report on results and actual expenditures made by the Northwest Territories for the fiscal year in question.

## 1.2.2 For multi-year projects:

- (a) an initial advance payment representing one half (50%) of Canada's contribution for the 2020–2021 fiscal year shall be made following approval of the federal minister;
- (b) for each subsequent fiscal year, a first advance payment representing 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 each fiscal year, a second and final payment not exceeding the balance of Canada's contribution for each fiscal year, shall be made following the production of a final report on results and expenditures made by the Northwest Territories for the fiscal year in question.

1.3 Expenditure forecasts before March 31

The Northwest Territories agrees to provide to Canada, before March 31<sup>st</sup> of each year, the confirmation that the expenditures for the current fiscal year are incurred in accordance with the terms of this agreement. The certification form, which will be provided by Canadian Heritage, will be signed by a duly authorized person by the Northwest Territories.

**2. TRANSFERS**

- 2.1 The Northwest Territories can transfer funds between measures for the same outcome.
- 2.2 The Northwest Territories can transfer funds between outcomes in the Action Plan (Schedule B) if none of the outcomes 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 the Northwest Territories can agree, in writing, no later than February 15 of the fiscal year in question, to transfer funds between outcomes in the Action Plan (Schedule B) if at least one outcome 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 the Northwest Territories 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).
- 2.5 The Northwest Territories agrees not to make any transfers between the funding provided in paragraph 4.1 of this agreement for the Northwest Territories' Action Plan (Schedule B) and for special projects provided by Canada as part of the provisions of paragraph 4.4 of this agreement.

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

- 3.1 It is agreed that, no later than March 31 of each fiscal year of the present agreement, the Northwest Territories shall provide Canada with interim financial statements of the Northwest Territories' expenditures relating to Canada's financial contribution. The interim financial statement shall provide details on actual expenditures incurred prior to December 31 of each fiscal year, and on expenditures anticipated until March 31, of each fiscal year.
- 3.2 It is agreed that within six (6) months following the end of each fiscal year of the present agreement, the Northwest Territories shall provide Canada with a final report on the results 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 report on results and actual expenditures shall be approved by a duly authorized person from the Northwest Territories. The Northwest Territories shall provide the report in the manner it considers most appropriate to its particular situation. Canada and the Northwest Territories will hold further discussions in the event that clarifications or additional information are requested. The Northwest Territories agree to address the questions raised by Canada to meet the terms of the agreement, if applicable.
- 3.4 The financial statements shall separately present the budget established for each of the measures provided for in the Northwest Territories' Action Plan (Schedule B), the federal contribution, and for each measure, all expenditures incurred by the Northwest Territories, including those incurred since the date of entry into force of this agreement, on April 1<sup>st</sup>, 2020. The financial statements shall be prepared in accordance with generally-accepted accounting principles.
- 3.5 In the context of this agreement, the Northwest Territories agrees to keep accounts and documents up to date and in due form in accordance with territorial records management standards.

**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 the Northwest Territories through the Intergovernmental Network of the Canadian Francophonie on the report's development and production schedule.

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

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

5.1 Canada and the Northwest Territories agree to make the text of this agreement and its schedules available to the Canadian public.

5.2 The Northwest Territories agrees to make available to the public copies of the final report on results and actual expenditures as part of this agreement. Interested individuals may contact the Northwest Territories in accordance with the provisions of paragraph 17.2 of this agreement.

5.3 The Northwest 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, speeches, news releases, public announcements, websites, social media and territorial department and agency reports. The Northwest Territories agrees to provide Canada with samples of these various types of publicity. This acknowledgement could include a mention of the *Action Plan for Official Languages 2018-2023: Investing in Our Future*, wherever appropriate.

5.4 The Northwest Territories 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 the Northwest Territories 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 the Northwest Territories under this agreement exceed the amounts to which the Northwest Territories is entitled, the overpayment shall be returned to Canada, failing which Canada may reduce its future contributions to the Northwest Territories by an equivalent amount.

## **7. FINANCIAL AUDITS**

7.1 In the event a financial audit is deemed necessary within a period of up to five (5) years after the end of this agreement, Canada and the Northwest Territories agree that it would be conducted by the Auditor General of Canada.

## **8. EVALUATION**

8.1 The Northwest Territories 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. The Northwest Territories shall provide Canada with a report on the measures evaluated.

8.2 Canada is responsible for evaluating the Development of Official-Language Communities Program. Information relevant to this evaluation will be drawn from the annual reports on results produced by the Northwest Territories.

## **9. CONSULTATIONS**

9.1 The Northwest Territories 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 the preparation of its plan.

## **SCHEDULE B**

### **ACTION PLAN FOR FRENCH LANGUAGE SERVICES 2020-2023**

#### **BACKGROUND**

In 1984, the Government of the Northwest Territories (GNWT) adopted the *Official Languages Act (OLA)*. The *OLA* recognizes official language rights in the Northwest Territories (NWT) and provides official language status to English, French, and the Indigenous languages.

The Canada - Northwest Territories Co-Operation Agreement for French and Aboriginal Languages in the NWT (Agreement) signed in 1984 assured that the Government of Canada (Canada) would bear all costs involved in the provision of communications and services to the public in French and the costs involved with the implementation of French as an official language in the NWT. The Agreement also established a cooperation framework between Canada and the GNWT for the revitalization, promotion, maintenance and enhancement of Indigenous languages. Since then, Canada has made a commitment to fund official languages in the NWT through a number of agreements.

The *OLA* has been amended a number of times. In 2003, the Legislative Assembly adopted Bill 31, an *Act to Amend the Official Languages Act*, which included amendments to introduce new regulation-making authorities, and a Minister Responsible for Official Languages was assigned the responsibility for the *Act* itself.

## SCHEDULE B

### FRANCOPHONE COMMUNITY IN THE NWT

Since 1950, the number of people who can speak French in the NWT has more than tripled<sup>1</sup>. In 2016, in the last Census available, the total number of people that reported French as their mother tongue was 1,360 (3.25% of the NWT population); an increase from 1,170 in 2011 (2.8% of the NWT population). The number of people using French as the language spoken at home was 550 in 2016 versus 440 in 2006. The NWT French language community is concentrated largely in Yellowknife (over 76%), with smaller communities in Hay River, Fort Smith and Inuvik. In 2016, a total of 4,340 persons (10.4% of the NWT population) versus 3,770 persons in 2011 (9.2% of the NWT population) reported being able to speak French.

### GNWT STRATEGIC PLAN ON FRENCH LANGUAGE COMMUNICATIONS AND SERVICES 2013-2018

In 1999, following complaints from the Fédération Franco-Ténoise (FFT), the GNWT was taken to court regarding the perceived shortcomings with respect to service delivery in French. In April 2006, the court ruling required specific GNWT institutions<sup>2</sup> to provide services to the public in French. On March 5, 2009, the Supreme Court of Canada (SCC) decided that it would not hear the appeal by the GNWT regarding the ruling from the lower Court. As a result of the SCC's decision, the GNWT started the implementation of the Orders that were issued by Justice M.T. Moreau, as modified by the NWT Court of Appeal, which included the drafting of a comprehensive implementation plan for communications and services under the OLA, in all GNWT institutions.

The GNWT developed its first Strategic Plan on French Language Communications and Services 2013-2018 (Strategic Plan 2013-2018) as a means to improve the offer and delivery of French languages communications and services to the public across the GNWT (including in all GNWT institutions outlined in the Government Institution Regulations). The Strategic Plan 2013-2018 defined three broad frameworks for implementation, namely the legislative and regulatory

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<sup>1</sup> Office of the Commissioner of Official Languages. *The French Presence in the Northwest Territories*, <https://www.clo-ocol.gc.ca/en/statistics/infographics/french-presence-northwest-territories>.

<sup>2</sup> GNWT institution means a department or ministry of the GNWT, the Office of the Legislative Assembly, and an agency, board, commission, corporation, office or other body designated in the *Government Institution Regulations*.

## **SCHEDULE B**

framework, the administrative framework, and the operational framework. The Strategic Plan 2013-2018 established a Francophone Affairs Secretariat housed at the Department of Education, Culture and Employment.

Also in 2013, after consulting the FFT, the GNWT approved its first GNWT Standards for French Language Communications and Services (Standards), providing further guidance to GNWT institutions designated under the Government Institution Regulations, by outlining expectations on minimum requirements and consistent standards across the GNWT.

The initiatives outlined in the Strategic Plan 2013-2018 were supported by both the GNWT and Canada, and included a substantial increase in funding support commencing April 1, 2014. Canada has continued to fund 100% of the costs to deliver these services.

### **EVALUATION OF THE STRATEGIC PLAN 2013-2018**

The first Strategic Plan 2013-2018 contained provisions for evaluation and compliance audits. In 2017-2018, an evaluation of the Strategic Plan 2013-2018 and a compliance audit of GNWT French language communications and services were conducted by a third-party contractor. The purpose of those activities was to determine the overall success and value of the Strategic Plan 2013-2018, and to inform the redevelopment of the next five-year Strategic Plan 2018-2023. The reports concluded there has been substantial improvement in the delivery of French language communications and services in significant demand communities over the previous five years. Significant demand communities are Yellowknife, Inuvik, Fort Smith and Hay River. The reports specifically noted that French responses were received 81% of the time when tested face-to-face, on the phone or by email. There was a consensus that French language communications and services capacity has increased since the implementation of the first Strategic Plan 2013-2018.

Following the evaluation and audit, recommendations were made to continue improving the quality of French language communications and services. Most of these recommendations were accepted by the GNWT, and have influenced the new Strategic Plan on French Language Communications and Services 2018-2023 (Strategic Plan 2018-2023), as well as the revised Standards.

## SCHEDULE B

One of the key findings was that the GNWT's monitoring, reporting and evaluation capacity was limited, and that the initial Monitoring, Evaluation and Accountability Plan 2015 had only been partially implemented. To address this recommendation, the GNWT decided to build capacity by establishing a new position in charge of monitoring and evaluation for French language communications and services. The French Language Monitoring and Evaluation Advisor position was created, and eventually staffed in April 2019.

### **GNWT STRATEGIC PLAN ON FRENCH LANGUAGE COMMUNICATIONS AND SERVICES 2018-2023**

The second Strategic Plan 2018-2023 was developed on the successes of the first Strategic Plan 2013-2018. Its implementation will continue to have a positive impact on French-speaking residents, workers and visitors in the Northwest Territories. The Strategic Plan 2018-2023 establishes six specific guidelines: Roles and Responsibilities, Services and Communications, Human Resources, Planning and Reporting, Audits and Evaluations and Community Input.

The Strategic Plan 2018-2023 describes key components necessary for the active offer and effective delivery of GNWT French language communications and services to the public. The philosophy of the Strategic Plan 2018-2023 resides in the GNWT belief that its communications, programs and services should be available or accessible in French throughout the NWT<sup>3</sup> through appropriate and practical methods that are adapted to the particular context and needs of the Francophone community.

The Strategic Plan 2018-2023 contains four measures to be implemented:

1. Staff the French Language Monitoring and Evaluation Advisor position, located in the Francophone Affairs Secretariat.
2. Develop and implement a new monitoring, evaluation and accountability framework.
3. Create a systematic process for recruiting bilingual personnel (professional and other), particularly in the health area: physicians, nurses, technicians and pharmacists.

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<sup>3</sup> Based on the *Official Languages Act* subsection 11 and the *Government Institution Regulations*, the Strategic Plan 2018-2023 defines the concepts of 'Significant Demand' and 'Nature of Office' to determine where French Languages Communications and Services shall be available or accessible.

## **SCHEDULE B**

4. Develop a system for evaluating the competency of French interpreters in the health area based on objective standards, including mandatory training in medical terminology.

Over the life of the Strategic Plan 2018-2023, there will be a renewed focus on accountability, including monitoring and evaluation, as well as engagement with the Francophone community to further improve the offer and delivery of French language communications and services to the public.

### **DESCRIPTION OF CONSULTATION PROCESS WITH THE FRENCH COMMUNITY OF THE NWT**

The GNWT is committed to offering and delivering quality French language communications and services to the public. The input from the Francophone community on the GNWT's capacity to do so is essential.

The Francophone community has established bodies and institutions through which it addresses language related matters.

The minimum standards of formal consultation are:

- The Minister Responsible for the *OLA* shall formally meet at least once each year with representatives of the FFT and other organizations to discuss matters of importance to the community and the Government in relation to the development of the Francophone community and the delivery of French language communications and services by the Government; and
- Where the Francophone community has established a sector forum (i.e. immigration, health) or participates in a government established sectoral forum, the responsible department and agency Minister or delegated authority shall meet at least once each year with that forum to address matters of importance to that community and the department and agency, including the department and agency's Operating Plan on FLCS, related progress achieved, and related reporting content.

These consultation guidelines may be waived or modified by mutual agreement between the GNWT and the Francophone community, should a more appropriate approach be suggested by the community.

In 2019-2020, the first annual Francophone Community Satisfaction Survey was launched during the *Mois de la Francophonie*. This new initiative aimed to ensure that the Francophone community is aware of the GNWT's French language communications and services and is satisfied with its offer and delivery at points of

## SCHEDULE B

public service in French. The results of the first survey confirmed that by far *Health and Wellness* is the most important when accessing and receiving communication or services in French, with 81.4 % of respondents indicating this. The category *Education and Training* came second, at 41.9%, and the category of *Public Safety and Emergency Services* came third at 34.9%. In fourth position came the *Government services* in general (27.9%), and the category *Law and Victim Services* came in fifth position (20.9%).

Among the strengths, 72% of respondents who used a French language service in the past 12 months indicated being very satisfied or satisfied with the service received, and 87% of the respondents who did access a service in French received a direct service. Among the challenges, 80% of the respondents who had not used a GNWT French language service in the past 12 months reported not doing so either because they were not aware of their availability, because the service in French was not available, or because they considered it easier to communicate in English. Moreover, 90 % of the respondents did not use the GNWT feedback process ‘*Votre avis GTNO*’ in the last 12 months or had never heard of it.

The results of this first Francophone Community Satisfaction Survey will contribute to the ongoing improvement and evaluation of GNWT French language communications and services.

As part of the substantial increase in funding from Canadian Heritage agreed to in the agreement effective in 2014-15, three outcomes were included. The outcomes were established to measure success of delivering French Language Programs by the GNWT. These outcomes are described in detail in Table 3 below.

## SCHEDULE B

Outcome 1: The GNWT has a greater capacity to actively offer and deliver its services to the public in French, in accordance with the <i>Official Languages Act, Regulations, Policy and Standards</i>			2020-2021	2021-2022	2022-2023
		PCH	\$4,056,000	\$4,137,000	\$4,220,000
		PY's	25.5	25.5	25.5
Outputs	Activities	Performance Indicators		Baseline 2019-2020	Target
1. GNWT institutions have resources to actively offer and deliver programs and services at all points of public service in French, including Services TNO	1.1 French language services coordinators assist senior official to ensure their GNWT institution has the necessary and appropriate human resources to deliver French Language Communications and Service	1.1 Number of time that French language services coordinators assisted senior officials to ensure the needs of human resources to deliver French Language Communications and Services are met		New performance indicator - Baseline to be established in 2020-21 (due to COVID-19)	GNWT institutions combined: between 25 and 35
	1.2 French language services coordinators provide appropriate orientation and training to GNWT employees regarding their obligation under the <i>Official Languages Act</i> and guidelines	1.2 Number of training sessions delivered to GNWT employees regarding their obligation under <i>Official Languages Act</i> and the guidelines		Baseline to be established in 2020-21 (due to COVID-19)	3 training sessions per year, per GNWT institution
	1.3 The GNWT provides a bilingual bonus to bilingual employees within the Legislature of the GNWT or any judicial, quasi-judicial or administrative body or Crown corporation established by or under the Act and its agencies	1.3 Number and percentage of bilingual employees receiving the bilingual bonus and providing French language communications and services		162 bilingual bonus, for French - 3.5% of GNWT total employees (4,615)	Maintain a minimum of 3.5% (of GNWT total employees)
	1.4 GNWT institutions offer and deliver French Language Communications and Services at all points of public service in French, including Services TNO	1.4.1 Number of points of public service in French that have active offer and French language service		190 points of public service in French – 186 of those had the active offer	Review of points of public service in French in 2020-21; 100% of points of public service in French with active offer by 2022-2023
		1.4.2 Number of public requests in French processed by Services TNO		289 requests	5% increase per year
2. The Francophone community is satisfied with the quality of active offer and delivery of French services at points of public service in French	2.1 The Francophone Affairs Secretariat monitors the Francophone community satisfaction with the GNWT French language communications and services at Points of Public Service in French, including Services TNO	2.1 Level of satisfaction of the Francophone community expressed through an annual survey and through qualitative responses to the public feedback process		72% of respondents very satisfied or satisfied (data from Francophone Community Satisfaction Survey)	To maintain
	2.2 The Francophone Affairs Secretariat is responsive to feedback provided by service users	2.2 Number of feedbacks forms received from the public		27 feedbacks received – 16 received via <i>Votre avis GTNO</i>	31 in 2020-21 35 in 2021-22 40 in 2022-23
3. Communications intended for the public, requested from the Legislature, the GNWT or any judicial, quasi-judicial or administrative body or Crown corporation established by or	3.1 The GNWT provides French language translation services to GNWT institutions according to the GNWT Standards and <i>Official Languages Act</i>	3.1.1 Number of words translated per year		2,841,051 words	Words translated are in compliance with the <i>OLA</i>
		3.1.2 Number of requests for French language translations for social media		2,299 requests	15% increase per year

## SCHEDULE B

under the Act, are translated according to the GNWT Standards on French Communications and Services and <i>Official Languages Act</i>	<b>3.2</b> The Francophone Affairs Secretariat monitors GNWT institutions satisfaction with the quality of translation services received	<b>3.2</b> Level of satisfaction of GNWT institutions with the translation services received	93% of respondents very satisfied or satisfied (data from Bilingual Employee Survey)	To maintain
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<b>Outcome 2: The Francophone community has increased awareness of the GNWT French language communications and services</b>			<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>
		<b>PCH</b>	<b>\$504,000</b>	<b>\$514,000</b>	<b>\$524,000</b>
		<b>PY's</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Outputs</b>		<b>Activities</b>	<b>Performance Indicators</b>		<b>Baseline 2019-2020</b>
<b>4.</b> The Francophone community has increased access to GNWT communications in French		<b>4.1</b> The Francophone Affairs Secretariat provides French translation of GNWT communications to the public	<b>4.1</b> Number of medium used to place communications in French to the public		7 mediums  1. Radio Taïga 2. L'Aquilon 3. Francophone organizations (Websites and social media) 4. GNWT (Website and social media) 5. Moose FM (occasionally) 6. News/North (occasionally) 7. Up Here (occasionally)
<b>5.</b> GNWT institutions have increased awareness of needs and priorities of the Francophone community		<b>5.1</b> GNWT institutions engage on an ongoing basis with the Francophone community in regard to the implementation of French Language Communications and Services	<b>5.1</b> Number and type of GNWT engagements with Francophone community		Baseline to be established in 2020-21 (due to COVID-19)  15 community engagements per year
		<b>5.2</b> The GNWT continues working partnerships with the Francophone community	<b>5.2</b> Number and type of partnerships between the GNWT and the Francophone community		New performance indicator - Baseline to be established in 2020-21 (due to COVID-19)  5 partnerships per year
		<b>5.3</b> The GNWT conducts promotional activities in regards to French Language Communications and Services	<b>5.3</b> Number and type of GNWT promotional activities directed to the Francophone community		Baseline to be established in 2020-21 (due to COVID-19)  3 promotional activities per year

## SCHEDULE B

Outcome 3: GNWT institutions receive increased administrative support from the Francophone Affairs Secretariat (other than French Translation Services and Services TNO) and the Department of Finance Human Resources division to deliver French language communications and services			2020-2021	2021-2022	2022-2023
		PCH	\$940,000	\$959,000	\$1,078,000
		PY'S	6	6	6
<b>Outputs</b>		<b>Activities</b>	<b>Performance Indicators</b>		<b>Baseline 2019-2020</b>
6. GNWT employees are trained and supported in the active offer and delivery of French Language Communications and Services		<b>6.1</b> The Francophone Affairs Secretariat continues to provide support and training initiatives to GNWT employees	<b>6.1</b> Number of training sessions offered on provision of French Language Communications and Services		13
		<b>6.2</b> The Francophone Affairs Secretariat monitors GNWT bilingual employees' satisfaction with the quality of training received from the Francophone Affairs Secretariat	<b>6.2</b> Level of satisfaction of GNWT employees with training provided by the Francophone Affairs Secretariat		65% of respondents very satisfied or satisfied (data from FCSS)
		<b>6.3</b> The Francophone Affairs Secretariat offers support, tools and advice to GNWT institutions for the implementation of the Strategic Plan 2018-2023	<b>6.3</b> Number of initiatives executed by the staff of the Francophone Affairs Secretariat and Department of Finance (previously Human Resources) in order to support Government institutions		8 initiatives (7 from SAF monitoring grid + 1 for DOF, HR division)*
7. GNWT institutions have increased their monitoring and reporting capacities		<b>7.1</b> An evaluation the Strategic Plan 2018-2023 and recommendations to inform the new Strategic Plan 2023-2028 are made	<b>7.1</b> The evaluation report is completed and available to the public in Spring 2023		No baseline
		<b>7.2</b> Preparation of the new Strategic Plan 2023-2028 and informs the public	<b>7.2</b> The new Strategic Plan 2023-2028 is completed and available to the public in Summer 2023		No baseline
		<b>7.3</b> Annual update of GNWT institutions' Operating Plans on French Language Communications and Services	<b>7.3</b> Number and percentage of GNWT institutions' Operating Plans for French updated, per year		14 GNWT institutions – 100% updated

\*Initiatives: Advice and support to GNWT institutions, Development and implementation of MEA Plan 2020, Development of orientation programs for FLSC, Liaison with Francophone community, Support to Minister Responsible for OLA at MCCF, Management of French chapter of Canada-NWT Cooperation Agreement, Other internal/external communication and promotion, and Recruitment (French) and French language training (DOF – HR division).

## SCHEDULE B

Outcomes		2020-2021	2021-2022	2022-2023
Outcome 1	<b>The GNWT has a greater capacity to actively offer and deliver its services to the public in French, in accordance with the <i>Official Languages Act, Regulations, Policy and Standards</i></b>	\$4,056,000	\$4,137,000	\$4,220,000
Outcome 2	<b>The Francophone community has increased awareness of GNWT French language communications and services</b>	\$504,000	\$514,000	\$524,000
Outcome 3	<b>GNWT institutions receive increased administrative support from the Francophone Affairs Secretariat (other than French Translation Services and Services TNO) and the Department of Finance Human Resources division to deliver French language communications and services</b>	\$940,000	\$959,000	\$1,078,000
<b>Total</b>		<b>\$5,500,000</b>	<b>\$5,610,000</b>	<b>\$5,822,000</b>

Government of Canada Reporting Requirements for the Delivery of French-Language Services in the Territories

The Government of the Northwest Territories agrees to provide to Canadian Heritage a report on the following short and medium term indicators annually, within six months following the end of the previous fiscal year, and a report on the following long-term indicators by September 30, 2025<sup>1</sup>.

**Short and Medium Term – 2020-2021 to 2022-2023 (years 1 to 3)**

Consequences	Performance Indicators	Target (for 2022-23)	Baseline Data (in 2019-20)
<p>Key territorial government departments/agencies increase their internal ability to offer services in French</p> <p><i>Key departments, Crown corporations and/or agencies are identified by the governments in their strategic plans</i></p>	<p>Number of key departments/agencies that have operational plans to offer services in French</p>	<p>NWT: Maintain 100%</p>	<p>NWT: 100% of departments/agencies have an Operating Plan for French language communications and services (Total: 14)</p>
	<p>Number of designated bilingual positions created or maintained <i>including employees who receive bilingual bonuses</i></p>	<p>NWT: Maintain a minimum of 3.5% (of GNWT total employees), as per Schedule B (1.3)</p>	<p>NWT: 162 employees receive the bilingual bonus for French, which represent 3.5% of GNWT total employees (4,615)</p>
	<p>Number of employees who receive language training or training in the active offer of services in French <i>may include the same employees who undergo language training or training in the active offer for skills retention</i></p>	<p>NWT: - 30 employees receive active offer training provided by the Francophone Affairs Secretariat, per year  - 250 employees complete the GNWT Onboarding Training for Employees' module 9 – Official Languages, per year  - 20 employees take a French course via the Collège nordique francophone, per year</p>	<p>NWT: - 49 employees received active offer training from the Francophone Affairs Secretariat  - 417 employees completed the GNWT Onboarding Training for Employees' module 9 – Official Languages  - 21 employees took a French class at the Collège nordique francophone</p>

<sup>1</sup> If the current agreement ends before March 31, 2025, the Government of the Northwest Territories agrees to provide a report on long-term indicators by September 30, 2025, under the Canada-NWT Agreement on French-Language Services in place at that time.

## SCHEDULE C

## APPENDIX 3

Key territorial government departments/agencies increase services offered in French to the public <i>Key departments, Crown corporations and/or agencies are identified by the governments in their strategic plans</i>	Number of initiatives or programs/projects offered in French to the public	NWT: Maintain the 8 main categories of initiatives, as per Schedule B (6.3)	NWT: Initiatives were categorized under 8 main categories for the FAS and DOF, HR division, but many actions were taken under each of them.
	Number of words intended for the public translated into French (including webpages)	NWT: Words translated are in compliance with the <i>OLA</i> , as per Schedule B (3.1.1)	NWT: 2,841,051 words

## Long term – 2023-2024 and 2024-2025 (years 4 and 5 and beyond)

Consequences	Performance Indicators	Target (for 2024-25)	Baseline Data (in 2019-20)
Territorial governments comply with their OL legal obligations to provide services in French	Percentage of key territorial government ministries/agencies that meet legal OL obligations	NWT: Maintain 100%	NWT: 100%
Francophone communities in the territories are more viable and dynamic as a result of the services offered in their language	Percentage of Francophone community members that have access to services in French <i>e.g. where there is significant demand</i>	NWT: Maintain 100%	NWT: 100%
	Percentage of members of the Francophone community who are satisfied with the services offered in French <i>e.g. where there is significant demand</i>	NWT: Maintain 72%, as per Schedule B (2.1)	NWT: 72% of the members of the Francophone community are very satisfied or satisfied with the services offered in French