

**CANADA–NORTHWEST TERRITORIES AGREEMENT
ON FRENCH LANGUAGE SERVICES
2023–24 TO 2027–28**

THIS AGREEMENT was concluded in English and in French
this 6th day of March 2024,

BETWEEN: **HIS MAJESTY THE KING IN RIGHT OF CANADA**, hereinafter called
“Canada”, represented by the Minister of State (Official Languages),

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

**“Canada” and “Northwest Territories” are 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 those languages;

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 minority 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 and assist the development of official language minority communities in Canada, and to promote a coordinated approach by federal institutions in pursuit of those 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 the Parties wish to establish, through this Agreement, a general framework for the planning and implementation of various measures to support the development and enhance the vitality of the Francophone community of the Northwest Territories through the delivery of French-language services;

WHEREAS the Parties 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;

WHEREAS the member provinces and territories of the Ministers’ Council on the Canadian Francophonie made a commitment, in July 2021, to develop more online services in French and to report on their progress in 2024.

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

1. PURPOSE OF AGREEMENT

1.1 The purpose of this Agreement is to establish a new multi-year collaboration framework between the Parties to support the planning and delivery of 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 C to this Agreement.

- 1.2 Subject to the provisions of this Agreement, Canada agrees to pay a portion of the eligible expenditures incurred by the Northwest Territories to implement its Action Plan (Schedule C).

2. MAXIMUM AMOUNT OF CANADA'S FINANCIAL CONTRIBUTION

- 2.1 Subject to all terms and conditions in this Agreement, Canada agrees to contribute to the eligible expenditures incurred by the Northwest Territories for the purposes set out in Section 1 of this Agreement. Canada's total financial contribution shall not exceed the lesser of twenty-nine million five hundred thousand dollars (\$29,500,000) or the total eligible expenditures incurred by the Northwest Territories over the term of this Agreement.

| Fiscal Year | Contribution |
|--------------------|---------------------|
| 2023–24 | \$5,900,000 |
| 2024–25 | \$5,900,000 |
| 2025–26 | \$5,900,000 |
| 2026–27 | \$5,900,000 |
| 2027–28 | \$5,900,000 |
| Total | \$29,500,000 |

- 2.2 If funds in addition to Canada's contribution outlined in clause 2.1 are made available during the term of this Agreement, the Agreement may be amended accordingly. Any increase in Canada's financial envelope will be conditional upon the Northwest Territories providing a revised Action Plan (Schedule C). The Parties will agree on an updated Action Plan (Schedule C) that reflects the new investments.
- 2.3 For each fiscal year covered by this Agreement, Canada may provide the Northwest Territories with financial support over and above the amounts identified in clause 2.1 of this Agreement, for special measures or projects proposed by the Northwest Territories, subject to approval by the federal minister. Those measures and projects must be included in a document to be attached to the Northwest Territories' Action Plan (Schedule C) and will form an integral part thereof.

2.4 Complementary contributions

- 2.4.1 Canada reserves the right to approve complementary contributions in addition to the amounts identified in clause 2.1 of this Agreement during the term thereof. Under this Agreement, complementary contributions include funding made available to the provincial and territorial governments for such purposes as:
- 2.4.1.1 one-time, non-recurring special projects that contribute to the creation of new territorial official language services in minority settings, to the creation of new municipal services in the minority language or to collaboration and sharing of expertise on minority-language services between territorial governments; and
- 2.4.1.2 one-time, non-recurring projects that contribute to strengthening the cultural, artistic and heritage expressions of official language minority communities and to ensuring outreach of the wealth and diverse cultural, artistic and heritage expressions of official language minority communities through the Community Cultural Action Fund of the Development of Official-Language Communities Program.
- 2.4.2 Unless otherwise specified, any complementary contributions from Canada are conditional on the Northwest Territories making a financial contribution during the term of the project in question.
- 2.4.3 Canada agrees to honour multi-year commitments made for specific projects with the Northwest Territories during the term of this Agreement but expiring after the years covered by this Agreement. The payment terms described in this Agreement will continue to apply unless the Parties mutually agree to amend them in the subsequent bilateral Agreement with the Northwest Territories. Any payment for these projects shall be conditional on a bilateral agreement with the Northwest Territories being in place, covering the period targeted by the payment.

2.4.4 The provision of complementary contributions as described in clause 2.5.1 shall not result in any adjustment to the funding provided for and within the budgets described in clause 2.1 of this Agreement.

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

3. TERM

3.1 This Agreement will take effect when all the Parties have signed this Agreement and will cease, subject to its termination on a prior date, one year (365 days) after the expiration of the activity period as indicated in subsection 3.2 of this Agreement.

3.2 Subject to termination, this Agreement covers the activities described in the Action Plan (Schedule C) of this Agreement for the period commencing on April 1st, 2023, and ending on March 31st, 2028. Unless otherwise pre-authorized by Canada, only goods and services rendered within this time period shall be considered for funding as eligible expenditures.

3.3 All the obligations of the Parties shall, expressly or by their nature, survive termination or expiry of this Agreement, until and unless they are fulfilled or by their nature expire.

4. ACTION PLAN

4.1 The multi-year Action Plan (Schedule C) includes a preamble that outlines the territorial context, the issues on which the Northwest Territories intend to act, strategic priorities, progress made by the end of the previous agreement, and considerations and objectives for the 2023–24 to 2027–28 agreement period. It also includes a description of the consultation process carried out with official language minority communities.

4.2 The Parties agree that the contributions referred to in clause 2.1 of this Agreement apply only to the measures described in the Northwest Territories' Action Plan (Schedule C), based on the federal budget breakdown included in this Agreement.

4.3 The Action Plan provides, for each strategic objective, and for the duration of this Agreement, a table presenting the following information:

4.3.1 at least one performance indicator and one target for each planned actions funded, baseline (reference) data for the performance indicators and targets, as well as a timeline for achieving those targets;

4.3.2 a description of the planned actions and expected results for each strategic objective funded;

4.3.3 for each strategic objective funded and by fiscal year, Canada's and the Northwest Territories' contributions with respect to the anticipated eligible expenditures; and

4.3.4 for each sector of activity funded and by fiscal year, Canada's and the Northwest Territories' contributions with respect to the anticipated eligible expenditures.

4.4 The Northwest Territories develop and submit their Action plan (Schedule C) in the manner the Northwest Territories deem to be most appropriate to their particular circumstances. If there is a need, in Canada's opinion, to clarify and determine the relevance of the information provided, the Northwest Territories agree to hold discussions with Canada.

5. REDUCTION/TERMINATION OF THIS AGREEMENT

5.1 Notwithstanding Canada's obligation to make any payment provided for in this Agreement, Canada's obligation is subject to the appropriation of funds by the Parliament of Canada and to the maintenance of current and forecast budget levels for the Development of Official-Language Communities Program.

5.2 In the event of a reduction or termination of the funding of this program as evidenced by any appropriation act or the federal Crown's Main and Supplementary Estimates expenditures, Canada may, upon giving the Northwest Territories written notice of ninety (90) days, reduce the funding or terminate this Agreement. Subject to the terms and conditions of this Agreement, in the event that funding is terminated under this program, Canada shall reimburse the Northwest Territories for any eligible costs incurred up to the end date of that notice period. Notwithstanding any other provision of this Agreement, the financial obligations of Canada shall cease at the end of the notice period.

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 the execution of the Northwest Territories' Action Plan (Schedule C).

7. COORDINATION

7.1 The Parties agree to meet at a mutually agreed-upon time preceding the close of each fiscal year covered by this Agreement to discuss results and activities conducted within the framework of this Agreement. At that time, the Parties may, if necessary, agree to any amendments to be made to the Action Plan (Schedule C).

8. LIABILITY OF CANADA AND THE NORTHWEST TERRITORIES

8.1 Neither of the Parties shall be liable for any injury, including death, or for any loss or damage to the property of the other Party or anyone else that occurs through the implementation of this Agreement by the Northwest Territories unless such injury, loss or damage is caused by the negligence, wilful misconduct or bad faith of one of the Parties, their ministers, or their employees, officers or agents.

8.2 Canada disclaims itself from any liability in the event that the Northwest Territories conclude a loan, rent-to-own contract or any other long-term contract involving the activities for which the contribution is granted in this Agreement.

9. INDEMNIFICATION

9.1 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.

10. DISPUTE RESOLUTION

10.1 In the event of a dispute arising under the terms of this Agreement, the Parties agree to make a good-faith attempt to settle the dispute. If the Parties cannot resolve the dispute through negotiation, they agree to give good-faith consideration to using an alternate method to resolve the dispute.

11. BREACH OF COMMITMENTS AND RE COURSE

11.1 The following constitute breach of commitments:

11.1.1 The Parties, directly or through their representatives, make or made, otherwise than in good faith, a false declaration, or a misrepresentation; or

11.1.2 One of the conditions or commitments included in this Agreement has not been fulfilled; or

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

- 11.2 In the event of breach of commitments, Canada may avail itself of the following remedies:
- 11.2.1 Reduce Canada's contribution to the Northwest Territories and inform them accordingly;
 - 11.2.2 Suspend any payment of Canada's contribution, either with respect to amounts already owing or future payments; and
 - 11.2.3 Rescind this Agreement and immediately terminate any financial obligation arising out of it.
- 11.3 In the event of breach of commitments, the Northwest Territories may avail themselves of the following remedies:
- 11.3.1 Suspend some activity provided for in the Action Plan (Schedule C); and
 - 11.3.2 Rescind this Agreement and immediately terminate any financial obligation arising out of it.
- 11.4 Where either Party determines that the other Party is in breach of its commitments, notice to that effect may be transmitted to the Party to which the breach is attributed so that remedial action may be taken before any remedies are exercised.

12. ASSIGNMENT

- 12.1 This Agreement, and any benefit thereunder, may not be assigned without prior written approval from Canada.

13. APPLICABLE STATUTES

- 13.1 This agreement shall be governed by and interpreted in accordance with the applicable statutes in the Northwest Territories.

14. NOTICE

- 14.1 Any notice, request, information or any other document required under this Agreement shall be deemed given if it is delivered or sent by email or mail. Any notice delivered in person shall be deemed to have been received upon delivery; any notice sent by email shall be deemed to have been received one (1) working day after it is sent; and any notice that is mailed shall be deemed to have been received eight (8) working days after being mailed.
- 14.2 All notices 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@pch.gc.ca

- 14.3 All notices 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

15. AMENDMENT OR TERMINATION

- 15.1 The Parties may, with mutual written consent and the necessary approvals, amend or terminate this Agreement. To be valid, any amendment to this Agreement shall be in writing and shall be signed by the Parties hereto or by their duly authorized representatives, while this Agreement is in effect.

16. CONTENT OF AGREEMENT

- 16.1 This Agreement, including the following schedules that form an integral part of this Agreement and subsequent amendments thereto, constitutes the entire agreement between the Parties. This Agreement supersedes all previous and future documents, negotiations, understandings, and undertakings related to its subject matter. The Parties acknowledge having read this Agreement and agree with its content.

SCHEDULE A – Administrative Procedures and Conditions

SCHEDULE B – Communications

SCHEDULE C – Action Plan 2023–24 to 2027–28

SCHEDULE D – Government of Canada Reporting Requirements for the Delivery of French-Language Services in the 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 Randy Boissonnault
Minister of State (Official Languages)

ON BEHALF OF THE NORTHWEST TERRITORIES



The Honourable Caitlin Cleveland
Minister of Education, Culture and Employment

ADMINISTRATIVE PROCEDURES AND CONDITIONS

1. PAYMENT TERMS

1.1 Action Plan

Canada's contributions to the Northwest Territories' Action Plan (Schedule C) referred to in clause 2.1 of this Agreement shall be paid as follows:

First payments

- (a) For fiscal year 2023–24, an initial advance payment representing the totality (100%) of Canada's contribution for that fiscal year shall be made following the production of the Northwest Territories' Action Plan (Schedule C) and the signing of this Agreement, provided that the requirements for the previous payments related to the Canada–Northwest Territories Agreement on French Language Services 2020-2021 to 2022-2023 have been met.
- (b) For fiscal year 2024–25, an initial advance payment representing one half (50%) of Canada's contribution for that fiscal year shall be made following the production, if necessary, of an updated Action Plan (Schedule C) and reception of a final report on results and actual expenditures for 2023–24.
- (c) For each subsequent fiscal year, an initial advance payment representing one half (50%) of Canada's contribution for that fiscal year shall be made following the production, if necessary, of an updated Action Plan (Schedule C), provided that the requirements for the previous payments have been met.

Second and final payments

- (a) For the fiscal years 2024-25, 2025-26 and 2026-27 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 the production of:
 - i) a final report on results and actual expenditures for the previous fiscal year; and
 - ii) (1) an interim financial statement showing the actual expenditures incurred by the Northwest Territories during the period ending September 30 of the current fiscal year and the anticipated expenditures up to March 31 of the same fiscal year; **or**
 - (2) a final report on results and actual expenditures for the fiscal year in question.
- (b) For the final fiscal year (2027–28), a second and final payment not exceeding the balance of Canada's contribution for that fiscal year shall be made following the production of:
 - i) a final report on results and actual expenditures for the previous fiscal year; and
 - ii) a final report on results and actual expenditures for the fiscal year in question.

1.2 Special projects

Canada's contribution to the Northwest Territories for the special projects referred to in clause 2.4 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 project by Canada.
- (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 incurred by the Northwest Territories for the fiscal year in question.

1.2.2 For multi-year projects:

First payments

- (a) An initial advance payment representing one half (50%) of Canada's contribution for the current fiscal year shall be made following approval of the project by Canada.
- (b) For subsequent fiscal years, an initial advance payment representing one half (50%) of Canada's contribution for those fiscal years shall be made, provided that the requirements for the previous payments have been met.

Second and final payments

- (c) for the first fiscal year, a second and final advance payment not exceeding the balance of Canada's contribution for that fiscal year shall be made following the production of:
 - i) an interim financial statement showing the actual expenditures incurred by the Northwest Territories for the period ending September 30 of the current fiscal year and the anticipated expenditures up to March 31 of the same fiscal year; **or**
 - ii) a final report on results and actual expenditures for the fiscal year in question.
- (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 the production of:
 - i) a final report on results and actual expenditures for the previous fiscal year; and
 - ii) (1) an interim financial statement showing the actual expenditures incurred by the Northwest Territories for the period ending September 30 of the current fiscal year and the anticipated expenditures up to March 31 of the same fiscal year; **or**
 - (2) a final report on results and actual expenditures for the fiscal year in question.
- (e) For the final fiscal year, a second and final payment not exceeding the balance of Canada's contribution for that fiscal year shall be made following the production of:
 - i) a final report on results and actual expenditures for the previous fiscal year; and
 - ii) a final report on results and actual expenditures for the fiscal year in question.

1.3 The Northwest Territories agree to provide Canada, by March 31 of each year, with confirmation that the planned expenditures for the current fiscal year have, in fact, been incurred in accordance with the terms of this Agreement. The attestation form, to be provided by Canadian Heritage, shall be signed by a person duly authorized by the Northwest Territories.

2. TRANSFERS

- 2.1 The Northwest Territories may transfer funds between measures for the same strategic objective of the Action Plan (Schedule C).
- 2.2 The Northwest Territories may transfer funds between objectives in the Action Plan (Schedule C) if none of the objectives impacted by the transfer(s) is subject to an increase or decrease exceeding 15% of the annual contribution allocated to each one.
- 2.3 The Parties may agree, in writing, no later than February 15 of the fiscal year in question, to transfer funds between objectives in the Action Plan (Schedule C) if at least one objective impacted by the transfer(s) is subject to an increase or decrease exceeding 15% of the annual contribution allocated to each one. The Northwest Territories will need to specify what amount is being transferred, why this amount is being transferred and what the new expected result of the objective will be.

- 2.4 The Northwest Territories agree to make no transfer between the funding provided in subsection 2.1 of this Agreement for the Northwest Territories' Action Plan (Schedule C) and the contributions for special projects provided by Canada as part of the provisions of subsection 2.3 of this Agreement.

3. ACCOUNTABILITY

- 3.1 The Parties agree that they must be accountable to the public, to the Parliament of Canada and to the Legislative Assembly of the Northwest Territories for the proper use of the funds provided under this Agreement and for the results achieved by those investments.
- 3.2 The interim financial statements and final reports on results and actual expenditures shall be approved by a person duly authorized by the Northwest Territories. The Northwest Territories shall provide interim financial statements and final reports using templates provided by the Department of Canadian Heritage. Canada and the Northwest Territories shall hold further discussions if clarifications or additional information are requested.
- 3.3 It is agreed that within six (6) months following the end of each fiscal year of this Agreement, the Northwest Territories shall provide Canada with a final report on the results for each fiscal year, based on the measures, performance indicators, targets and results set forth in the Action Plan (Schedule C), and on the actual expenditures.
- 3.4 In the context of this Agreement, the Northwest Territories agree 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. OVERPAYMENT

- 5.1 The Parties agree that, if payments made to the Northwest Territories exceed the amounts to which the Northwest Territories are entitled to during the term of this Agreement, the overpayment shall constitute a debt to Canada and shall be returned to Canada.
- 5.2 Where any amount owing to Canada has not been repaid or reimbursed under this Agreement, an amount equal to the amount due may be retained by way of deduction from or set-off against any sum of money that may be due or payable to the Northwest Territories under other instruments executed between the Parties.

6. FINANCIAL AUDITS

- 6.1 In the event a financial audit is deemed necessary within a period of up to five (5) years after the end of this Agreement, the Parties agree that it would be conducted by the Auditor General of Canada

7. EVALUATION

- 7.1 The Northwest Territories are 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.
- 7.2 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.

7.3 Canada and the Northwest Territories may agree on a joint evaluation for all or some of the measures funded under this Agreement. In such cases, the Parties shall fund the evaluation in compliance with the cost-sharing procedures provided for in clause 2.1 of this Agreement.

8. CONSULTATIONS

8.1 The Northwest Territories shall conduct consultations with the Francophone community and shall include information on the consultation process in the preamble to its Action Plan (Schedule C). If there are changes to the Action Plan during the term of the Agreement, the territory may consult the official language minority community to ensure the changes are in keeping with their priorities.

COMMUNICATIONS**1. PUBLIC INFORMATION**

1.1 The Parties agree that once signed, this Agreement, including the Action Plan (Schedule C), the related reports, evaluations, audits and other reviews regarding this Agreement, may be made available to the public by either Party.

2. JOINT COMMUNICATIONS

2.1 The Parties shall designate communications contacts who will be responsible for overseeing coordinated communications to the Canadian public.

2.2 Any announcement of the approved funding as well as subsequent public communications on this Agreement shall be agreed to by both Parties.

2.3 The Northwest Territories shall provide Canada with an opportunity to participate in milestone events related to this Agreement and shall inform Canada of the proposed activities planned for these events.

2.4 All joint communications material shall be approved by both Parties prior to release and shall recognize equally the financial contributions of each Party.

2.5 The Parties agree that joint communications and publications relating to this Agreement shall be available in English and French in separate formats.

3. INDIVIDUAL COMMUNICATIONS

3.1 Notwithstanding Section 2 of this Schedule, the Parties retain the right to meet their respective obligations to communicate information to Canadians and Northerners about this Agreement and the use of funds through their own communications activities.

3.2 The Parties shall recognize their respective financial contribution to this Agreement when conducting public communications, including, but not limited to, speeches, news releases, public announcements, websites and reports from territorial ministries and agencies.

3.3 The Northwest Territories shall take all reasonable measures to ensure that any other recipient of Canada's financial contribution mentions the contributions, wherever appropriate, in any publicity relating to this Agreement.

3.4 The Parties agree that communications and publications intended for the public regarding this Agreement shall be available in both official languages.

4. MEDIA RELATIONS

4.1 The Parties shall share information promptly should significant media inquiries be received, or emerging media or stakeholder issues arise in relation to this Agreement.

SCHEDULE C

NORTHWEST TERRITORIES – ACTION PLAN 2023–24 TO 2027–28

SCHEDULE D

GOVERNMENT OF CANADA REPORTING REQUIREMENTS FOR THE DELIVERY OF FRENCH-LANGUAGE SERVICES IN THE TERRITORIES

The Government of the Northwest Territories (GNWT) 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, 2028¹.

Short and Medium Term – 2023-2024 to 2025-2026 (years 1 to 3)

| Results | Performance Indicators | Target (for 2025-26) | Baseline Data (in 2022-2023) |
|---|--|---|---|
| Territorial government departments/agencies have the capacity to actively offer and deliver French language communications and services | Percentage of departments/agencies that have an Operating Plan for French language communications and services | NWT: Maintain 100% of departments/agencies that have an Operating Plan for French language communications and services (As per Schedule C, indicator 7.2.2) | NWT: 100% of departments/agencies have an Operating Plan for French language communications and services (Total: 14) |
| | Number of bilingual required positions, and percentage of those positions that are filled | NWT: 74 bilingual required positions, of which 85% of those are filled (As per Schedule C, indicators 1.1.1 and 1.1.2) | NWT: 73 bilingual required positions, of which 81% of those are filled |
| | Number of Active Offer and Public Feedback training sessions delivered | NWT: 30 training sessions on Active Offer and Public Feedback are delivered (As per Schedule C, indicator 1.3.1) | NWT: 56 training sessions on Active Offer and Public Feedback are delivered (318 employees) |
| Territorial government departments/agencies deliver French language communications and services to the public | Number of initiatives or programs/projects offered in French to the public | NWT: Maintain 6 initiatives per year (As per Schedule C, indicator 7.2.1) | NWT: 7 initiatives in 2022-2023, amalgamated into 6 initiatives in 2023-2024 |
| | Number of words intended for the public translated into French, according to the <i>Official Languages ACT (OLA)</i> and GNWT Standards on French Language Communications and Services | NWT: Words translated are in compliance with the <i>OLA</i> (As per Schedule C, indicator 2.1.1) | NWT: 2,741,000 words |

¹ If the current agreement ends before March 31, 2028, the Government of the Northwest Territories agrees to provide a report on long-term indicators by September 30, 2028, under the Canada-Northwest Territories Agreement on French Language Services in effect at that time.

SCHEDULE D

Long term – 2026-2027 and 2027-2028 (years 4 and 5 and beyond)

| Results | Performance Indicators | Target (for 2027-28) | Baseline Data (in 2022-2023) |
|--|--|--|---|
| Territorial governments comply with their official languages (OL) legal obligations to provide services in French language | Percentage of territorial government departments/agencies that meet legal OL obligations | NWT: Maintain 100% of departments/ Agencies that meet legal OL obligations | NWT: 100% of territorial government/agencies meet legal OL obligations |
| Francophone communities in the territories are 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>(where there is significant demand)</i> | NWT: Maintain 100% of Francophone community members that have access to services in French | NWT: 100% of Francophone community members have access to services in French |
| | Percentage of the Francophone community members who are satisfied with the services offered in French language <i>(where there is significant demand)</i> | NWT: Maintain a 75% rate of satisfaction with GNWT French language services (As per Schedule C, indicator 6.1.2) | NWT: 72% of the Francophone community members are very satisfied or satisfied with the services in French language |