

**CANADA – NORTHWEST TERRITORIES
AGREEMENT ON FRENCH LANGUAGE SERVICES
AND INDIGENOUS LANGUAGES
2016–2017 TO 2019–2020**

THIS AGREEMENT was concluded in English and in French this 24 day of March 2017,

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

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

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 by virtue of the *Official Languages Act* of the Northwest Territories as amended, Chipewyan, Cree, Tłıchǵ, English, French, Gwich’in, Inuktitut, Inuvialuktun, Inuinnaqtun, North Slavey and South Slavey are the official languages of the Northwest Territories, and the Government of the Northwest Territories is committed to the full recognition of those languages in the Northwest Territories in adherence with the *Official Languages Act* of the Northwest Territories;

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 Government of Canada has the mandate to help Indigenous peoples define and participate in the resolution of social, cultural and other issues affecting their lives in Canadian society, with particular emphasis on Indigenous language learning initiatives;

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 revitalization, maintenance and enhancement of Indigenous languages and the need for financial stability in order to better further the objectives of this agreement;

WHEREAS Canada and the Northwest Territories recognize the importance of revitalization, maintenance and enhancement of the Indigenous languages of the Northwest Territories and wish to arrive at a satisfactory arrangement for the provision of further funding for Indigenous languages, as contemplated by the *Canada – Northwest Territories Cooperation Agreement for French and Aboriginal Languages*, signed on June 28, 1984;

AND WHEREAS the Northwest Territories, as a member of the Ministerial Conference on the Canadian Francophonie, agreed in 2002 to a series of principles to provide a supportive environment for life in French in Canada;

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

1. PURPOSE OF THE AGREEMENT

1.1 The purpose of this agreement is to provide a 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, as well as to support the revitalization, maintenance and enhancement of the Indigenous languages, as presented in the action plan set out in Schedule C 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 plans (Schedules B and C).

3. MAXIMUM AMOUNT OF THE CONTRIBUTION

3.1 Subject to the appropriation of funds by Parliament, to the maintenance by the federal minister of current and forecasted budget levels to March 31, 2020, of Development of Official-Language Communities Program and of the Aboriginal Peoples' Program under which this agreement is funded, and to the Administrative Procedures and Conditions in Schedule A of this agreement, Canada agrees to contribute in 2016-2017 and 2019-2020 to the eligible expenditures incurred by the Northwest Territories in implementing its action plans (Schedules B and C) for the purposes described in Section 1 of this agreement, an amount not to exceed the lesser of:

Forty two million one hundred and two thousand dollars (\$42,102,000) or the total of the eligible expenditures incurred by the Northwest Territories in implementing its action plans (Schedules B and C).

3.2 The amounts allocated to this agreement for French and Indigenous languages shall be as follows:

	Schedule B French-Language	Schedule C Indigenous Languages
2016-2017	\$5,702,000	\$1,900,000
2017-2018	\$5,800,000	\$5,900,000
2018-2019	\$5,500,000	\$5,900,000
2019-2020	\$5,500,000	\$5,900,000

3.3 In the event that additional funds for the federal contribution outlined in paragraphs 3.1 and 3.2 are made available during this agreement, the present agreement may be modified accordingly. Canada and the Northwest Territories agree to update the 2016-2020 action plans (Schedules B and C) to reflect these new investments.

3.4 For the fiscal year covered by this agreement, Canada may provide the Northwest Territories with financial support over and above the amounts identified in paragraphs 3.1 and 3.2 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 plans (Schedules B and C) and will form an integral part thereof.

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

4. COORDINATION

4.1 Canada and the Northwest Territories agree to meet at a time mutually agreed upon before the close of the fiscal year 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 Schedules B and C.

5. APPROVED ACTIONS/MEASURES AND BUDGETS

5.1 Canada and the Northwest Territories agree that the contributions referred to in paragraphs 3.1, 3.2 and 3.4 of this agreement apply only to the actions/measures described in the Northwest Territories' action plans (Schedules B and C), based on the federal and territorial budget breakdown included in this agreement.

6. PARTNERSHIP

6.1 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.

7. MEMBERS OF THE HOUSE OF COMMONS, THE SENATE AND THE LEGISLATIVE ASSEMBLY OF THE NORTHWEST TERRITORIES

7.1 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.

8. FEDERAL PUBLIC OFFICE HOLDERS OR FEDERAL PUBLIC SERVANTS

8.1 No official or employee of Canada shall be admitted to share in this agreement or to benefit from it without the written consent of the official's or employee's minister. No former public office holder or public servant who is not in compliance with the *Conflict of Interest Act*, S.C. 2006, c.9 or the *Values and Ethics Code for the Public Sector* may receive a direct benefit from this agreement.

9. LIABILITY OF CANADA AND THE NORTHWEST TERRITORIES

9.1 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.

9.2 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.

9.3 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.

10. INDEMNIFICATION

10.1 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.

10.2 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.

11. DISPUTE RESOLUTION

11.1 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.

12. BREACH OF COMMITMENTS AND RECOURSE

12.1 The following constitute breach of commitments:

12.1.1 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

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

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

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

12.2.1 Reduce Canada's contribution to the Northwest Territories and inform them accordingly; and/or

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

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

12.3 In the event of breach of commitments, the Northwest Territories may avail itself of the following remedies:

12.3.1 Suspend some activity provided for in the action plans (Schedules B and C); and/or

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

12.4 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.

13. ASSIGNMENT

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

14. APPLICABLE STATUTES

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

15. COMMUNICATIONS

15.1 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
Post Office Box 2160
Winnipeg, Manitoba R3C 3R5
Brigitte.Gibson@canada.ca

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

Indigenous Languages:
Angela James
Director
Aboriginal Languages and Learning Secretariat
Angela_James@gov.nt.ca

French Language Services:
Benoit Boutin
Executive Director
Francophone Affairs Secretariat
Benoit_Boutin@gov.nt.ca

Department of Education, Culture, and Employment
Government of the Northwest Territories
Post Office Box 1320
Yellowknife, Northwest Territories X1A 2L9

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

16. DURATION

16.1 This agreement binds the Northwest Territories and Canada for the period starting April 1, 2016 and ending on March 31, 2020, 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 plans (Schedules B and C).

17. AMENDMENT OR TERMINATION

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

18. DESCRIPTION OF THE CONTRIBUTION AGREEMENT

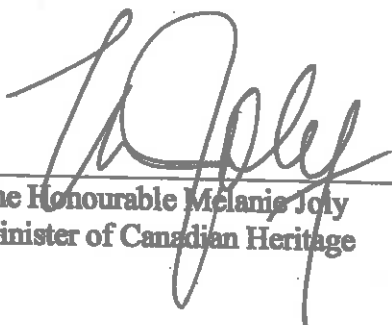
18.1 This agreement, including the following schedules that form an integral part of it and subsequent amendments to them, constitutes the entire agreement between the parties and supersedes all previous and future documents, negotiations, understandings and undertakings related to its subject matter. The two parties acknowledge having read the agreement and agree with its contents.

SCHEDULE A – General Administrative Procedures and Conditions
SCHEDULE B – Action Plan for French-Language Services - 2016-2017 to 2019-2020
SCHEDULE C – Action Plan for Indigenous Languages - 2016-2017 to 2019-2020

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

ON BEHALF OF CANADA

ON BEHALF OF THE NORTHWEST TERRITORIES



The Honourable Melanie Joly
Minister of Canadian Heritage



The Honourable Alfred Moses
Minister of Education, Culture and Employment

Witness

Witness

TANYA LALONDE


Name in block letters

YVONNE T. JONES

Name in block letters



Signature



Signature

GENERAL ADMINISTRATIVE PROCEDURES AND CONDITIONS

1. PAYMENT TERMS

1.1 Action Plans

1.1.1 Canada's contributions to the Northwest Territories' action plans (Schedules B and C), referred to in clauses 3.1 and 3.2 of this agreement, shall be paid as follows:

- (a) an initial advance payment representing one half (50%) of Canada's contribution for fiscal year 2016-2017 shall be made following the production of the Northwest Territories' action plans (Schedules B and C) and signing of this agreement provided that requirements for the previous payments related to the *Canada – Northwest Territories Co-operation Agreement for French and Aboriginal Languages in the Northwest Territories 2015-2016* 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 updated action plans (Schedules B and C) 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 for the fiscal year in question.

1.2 Special Project

Canada's contribution to the Northwest Territories for the special project referred to in paragraph 3.4 of this agreement shall be paid in accordance with the following breakdown:

1.2.1 For the annual 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 2016-2017 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 covered fiscal year.

1.3 The Northwest Territories agree to provide to Canada, before March 31st of each year, the confirmation that the expenditure for the current financial 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. ELIGIBLE EXPENDITURES

2.1 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 plans (Schedules B and C).

3. TRANSFERS

- 3.1 The Northwest Territories can transfer funds between measures for the same outcome.
- 3.2 The Northwest Territories can transfer funds between outcomes within a same action plan (either Schedule B or C) 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.
- 3.3 Canada and the Northwest Territories can agree, in writing, no later than February 15 of the covered fiscal year, to transfer funds between outcomes within the same action plan (either Schedule B or C) 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.
- 3.4 Canada and the Northwest Territories agree that the transfers targeted by paragraphs 3.1, 3.2 and 3.3 shall not jeopardize achievement of the expected results in the action plans (Schedules B and C).
- 3.5 The Northwest Territories agree not to make any transfers between the funding provided in paragraph 3.1 of this agreement for the Northwest Territories Action plans and for special projects provided by Canada as part of the provisions of paragraph 3.4 of this agreement.

4. FINANCIAL STATEMENTS AND REPORTS ON RESULTS

- 4.1 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.
- 4.2 It is agreed that within six (6) months following the end of the fiscal year of this 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 plans (Schedules B and C), and on actual expenditures.
- 4.3 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.
- 4.4 The financial statements shall separately present the budget established for each of the measures provided for in the Northwest Territories' action plans (Schedules B and C), 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 1st, 2016. The financial statements shall be prepared in accordance with generally-accepted accounting principles.
- 4.5 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.

5. NATIONAL REPORTS ON RESULTS

- 5.1 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 and the Aboriginal Peoples' Program.
- 5.2 Canada agrees to consult the Northwest Territories through the Intergovernmental Network of the Canadian Francophonie on the report's development and production schedule.

5.3 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.

6. INFORMATION TO THE PUBLIC

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

6.2 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 15.2 of this agreement.

6.3 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 *Roadmap for Canada's Official Languages 2013-2018: Education, Immigration, Communities*, and new action plan, wherever appropriate.

6.4 The Northwest Territories and Canada agree to share, at the time of its publication, any public report on Indigenous languages and on services in French that may be produced, to be used as complementary information.

6.5 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.

7. OVERPAYMENT

7.1 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.

8. FINANCIAL AUDITS

8.1 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.

9. EVALUATION

9.1 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.

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

10. CONSULTATIONS

10.1 The Northwest Territories has included in the preamble to its action plans (Schedules B and C) information on the level of community involvement in the development of its overall strategy and in the preparation of its plans.