

**CANADA–YUKON AGREEMENT
ON FRENCH-LANGUAGE SERVICES
2015–2016**

THIS AGREEMENT was concluded in English and in French this 2nd day of February 2016,

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

AND: **THE GOVERNMENT OF YUKON**, hereinafter called “Yukon,” represented by
the Minister responsible for the French Language Services Directorate.

WHEREAS English and French are the official languages of Canada, as recognized in the *Canadian Charter of Rights and Freedoms* and in the *Official Languages Act* (Canada), and Canada acknowledges its responsibilities and commitments to them;

WHEREAS Yukon undertook to enact the *Languages Act* in the spring of 1988 which recognizes that English and French are the official languages of Canada and also accepted that the measures in the Act constitute important steps towards implementation of the equality of status of English and French in Yukon and that Yukon wishes to extend the recognition of French and the provision of services in French in the Yukon;

WHEREAS Canada cooperates 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 cooperate 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 Yukon 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 Yukon through the delivery of French-language services;

AND WHEREAS Yukon, 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 one-year collaboration framework between Canada and Yukon to support the planning and delivery of French-language territorial services aimed at contributing to the development and enhancing the vitality of the Francophone minority community of Yukon, as presented 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 Yukon to implement its strategic plan and its special project (Schedules B and B-1).

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, 2018, of the sub-component 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 in 2015–2016 to the eligible expenditures incurred by Yukon in implementing the activities in Schedules B and B-1 for the purposes described in Section 1 of this agreement, the lesser of a maximum of:

3.1.1 one million seven hundred and fifty thousand dollars (\$1,750,000) or the total of the eligible expenditures incurred by Yukon for the strategic plan (Schedule B); and

3.1.2 one hundred fifty thousand dollars (\$150,000) or the total of the eligible expenditures incurred by Yukon for the special project 2015–2016 (Schedule B-1).

3.2 In the event that additional funds for the federal contribution outlined in paragraph 3.1 are made available during this agreement, the present agreement may be modified accordingly. Canada and Yukon agree to update Schedules B and B-1 to reflect these new investments.

3.3 For the fiscal year covered by this agreement, Canada may provide Yukon with financial support over and above the amounts identified in paragraph 3.1 of this agreement for special measures or projects proposed by Yukon, subject to approval by the federal minister. These measures and projects will be included in a document to be attached to Schedules B and B-1 and will form an integral part thereof.

3.4 Subject to the appropriation of funds by the Legislative Assembly of Yukon and the maintenance of current and forecasted budget levels of the French Languages Services Directorate, Yukon agrees to contribute to the eligible expenditures incurred under the terms of Schedules B and B-1.

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

4. ELIGIBLE EXPENDITURES

4.1 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 Yukon's strategic plan and special project (Schedules B and B-1).

5. COORDINATION

5.1 Canada and Yukon agree to meet at a time mutually agreed upon before the close of the fiscal year in question 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 B-1.

6. APPROVED ACTIONS/MEASURES AND BUDGETS

6.1 Canada and Yukon agree that the contributions referred to in paragraphs 3.1 and 3.3 of this agreement apply only to the actions/measures described in Yukon's strategic plan and special project (Schedules B and B-1), based on the federal and territorial budget breakdown included in this agreement.

7. PARTNERSHIP

7.1 The parties recognize that this agreement does not constitute an association with the intent to establish a partnership or a joint venture, nor to create an agency relationship between Canada and Yukon.

8. MEMBERS OF THE HOUSE OF COMMONS, THE SENATE AND THE LEGISLATIVE ASSEMBLY OF YUKON

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

9. FORMER FEDERAL PUBLIC OFFICE HOLDERS OR FEDERAL PUBLIC SERVANTS

9.1 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.

10. LIABILITY OF CANADA AND YUKON

10.1 Canada shall not be liable for any injury, including death, or for any loss or damage to the property of Yukon or anyone else, that occurs through the execution of this agreement by Yukon, 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.

10.2 Yukon 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 Yukon, the territorial minister or their employees, officers or agents.

10.3 Canada disclaims itself from any liability in the event that Yukon 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.

11. INDEMNIFICATION

11.1 Yukon 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 Yukon or its employees, officers or agents in carrying out the activities described in this agreement.

11.2 Canada shall indemnify Yukon, 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.

12. DISPUTE RESOLUTION

12.1 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.

13. BREACH OF COMMITMENTS AND RECOURSE

13.1 The following constitute breach of commitments:

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

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

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

- 13.2 In the event of breach of commitments, Canada may avail itself of the following remedies:
- 13.2.1 Reduce Canada's contribution to Yukon and inform it accordingly; and/or
 - 13.2.2 Suspend any payment of Canada's contribution, either with respect to amounts already owing or future payments; and/or
 - 13.2.3 Rescind this agreement and immediately terminate any financial obligation arising out of it.
- 13.3 In the event of breach of commitments, Yukon may avail itself of the following remedies:
- 13.3.1 Suspend some activity provided for in Schedules B and B-1; and/or
 - 13.3.2 Rescind this agreement and immediately terminate any financial obligation arising out of it.
- 13.4 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.

14. ASSIGNMENT

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

15. APPLICABLE STATUTES

- 15.1 This agreement shall be governed by and interpreted in accordance with the applicable statutes in Yukon.

16. COMMUNICATIONS

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

Director, Operations and Regional Coordination
Department of Canadian Heritage
17 Eddy Street, 7th Floor
Gatineau, Quebec
K1A 0M5
Kelly.Beaton@canada.ca

- 16.2 Any communication concerning this agreement intended for Yukon shall be sent by email or mail to:

Director, French Language Services Directorate
Government of Yukon
Post Office Box 2703
Whitehorse, Yukon
Y1A 2C6
Patrice.Tremblay@gov.yk.ca

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

17. DURATION

- 17.1 This agreement binds Yukon and Canada for the period starting April 1, 2015, and ending on March 31, 2016, 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 Yukon in carrying out its strategic plan and its special project (Schedules B and B-1).

18. AMENDMENT OR TERMINATION

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

19. DESCRIPTION OF THE CONTRIBUTION AGREEMENT

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

SCHEDULE A – Administrative Procedures and Conditions

SCHEDULE B – 2015–2016 Yukon Strategic Plan on French-Language Services

SCHEDULE B-1 – 2015–2016 Special Project

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

ON BEHALF OF CANADA



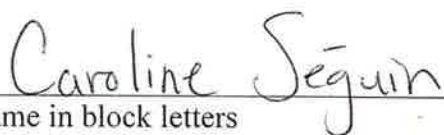
The Honourable Melanie Joly
Minister of Canadian Heritage

ON BEHALF OF YUKON



The Honourable Elaine Taylor
Minister responsible for the French Language
Services Directorate

Witness

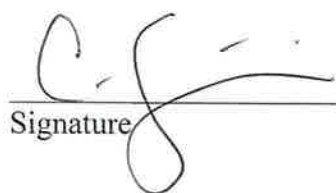


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Witness



Name in block letters



Signature



Signature

ADMINISTRATIVE PROCEDURES AND CONDITIONS

1. PAYMENT TERMS

1.1 Strategic Plan

1.1.1 Canada's contributions to Yukon's strategic plan (Schedule B) referred to in paragraph 3.1 of this agreement shall be paid as follows:

- (a) an initial advance payment representing one half (50%) of Canada's contribution for fiscal year 2015–2016 shall be made following the production of Yukon's strategic plan (Schedule B) and signing of this agreement provided that requirements for the previous payments related to the *Canada–Yukon Agreement on French-Language Services 2014–2015* have been met; and
- (b) a second and final payment not exceeding the balance of Canada's contribution 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 Yukon for the special project (Schedule B-1) referred to in paragraph 3.3 of this agreement shall be paid in accordance with the following breakdown:

- (a) an initial advance payment representing one half (50%) of Canada's contribution for that fiscal year shall be made following approval of the Minister of Canadian Heritage;
- (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 Yukon for the fiscal year in question.

2. TRANSFERS

2.1 Yukon can transfer funds between measures for the same objective.

2.2 Yukon can transfer funds between objectives in the strategic plan (Schedule B) if none of the objectives 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 Yukon can agree in writing, no later than February 15 of the fiscal year in question, to transfer funds between objectives in the strategic plan (Schedule B) 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.

2.4 Canada and Yukon agree that the transfers targeted by paragraphs 2.1, 2.2 and 2.3 shall not jeopardize achievement of the expected results in the strategic plan or in the special project (Schedules B and B-1).

3. FINANCIAL STATEMENTS AND REPORTS ON RESULTS

3.1 It is agreed that, no later than March 31, 2016, Yukon shall provide Canada with an interim financial statement of Yukon's expenditures relating to Canada's financial contribution. The interim financial statement shall provide details on actual expenditures incurred prior to September 30 of the year in question and on expenditures anticipate until March 31, 2016.

3.2 It is agreed that within six (6) months following the end of the fiscal year of this agreement, Yukon shall provide Canada with a final report on the results of the fiscal year, based on the measures, performance indicators and outcomes set forth in the strategic plan and in the special project (Schedules B and B-1), and on actual expenditures.

3.3 The final report on results and actual expenditures shall be approved by a duly authorized person from Yukon. Yukon shall provide the report in the manner it considers most appropriate

to its particular situation. Canada and Yukon will hold further discussions in the event that clarifications or additional information are requested.

3.4 The financial statements shall separately present the budget established for each of the measures provided for in the territory's strategic plan and in the special project (Schedules B and B-1), the federal and territorial contributions, and for each measure, all expenditures incurred by Yukon, including those incurred before the signing of this agreement. The financial statements shall be prepared in accordance with generally-accepted accounting principles.

3.5 In the context of this agreement, Yukon 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 Yukon through the Intergovernmental Network of the Canadian Francophonie on the report's development and production schedule.

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

5. INFORMATION TO THE PUBLIC

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

5.2 Yukon 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 Yukon in accordance with the provisions of paragraph 16.2 of this agreement.

5.3 Yukon 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. Yukon agrees to provide Canada with samples of these various types of publicity.

5.4 Canada and Yukon 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 Yukon 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 Yukon under this agreement exceed the amounts to which Yukon is entitled, the overpayment shall be returned to Canada, failing which Canada may reduce its future contributions to Yukon 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 Yukon agree that it would be conducted by the Auditor General of Yukon.

8. EVALUATION

- 8.1 Yukon 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. Yukon 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 Yukon.
- 8.3 Canada and Yukon may agree on a joint evaluation for all or some of the measures funded under this agreement. In such cases, the two parties shall fund the evaluation in compliance with the cost-sharing procedures provided for in paragraph 3.1 of this agreement.

9. CONSULTATIONS

- 9.1 Yukon has included in the preamble to its strategic plan (Schedule B) information on the level of community involvement in the development of its overall strategy and preparation of the plan and of the special project.