

**CANADA–NEW BRUNSWICK AGREEMENT
ON THE PROVISION OF FRENCH-LANGUAGE SERVICES
2014–2015 TO 2017–2018**

THIS AGREEMENT was concluded in English and in French
this 30 day of march 2015,

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

AND: **HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NEW
BRUNSWICK**, hereinafter called “New Brunswick,” represented by the Minister
responsible for Official Languages in New Brunswick.

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 New Brunswick’s *Official Languages Act* reaffirms the right of New Brunswickers to
communicate with all institutions of the Legislature and Government of the province and obtain services in
the official language of their choice, as well as the right to use the official language of their choice in the
courts of the province;

WHEREAS the *Canadian Charter of Rights and Freedoms* affirms, with respect to official languages,
the authority of the Legislature and Government of New Brunswick to advance the status, rights and
privileges set out therein;

WHEREAS New Brunswick is unique in Canada in the status it grants to both official languages
under its *Official Languages Act* and *Act Recognizing the Equality of the Two Official Linguistic
Communities*;

WHEREAS New Brunswick desires to affirm and protect in its laws the equality of status and the
equal rights and privileges of its official linguistic communities;

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 New Brunswick 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 Acadian and Francophone community of New Brunswick through the delivery of
French-language services;

AND WHEREAS New Brunswick, 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. DEFINITIONS

- (a) “Federal Minister” means the Minister of Canadian Heritage or anyone authorized to act on her behalf;
- (b) “Provincial Minister” means the Minister responsible for Official Languages or anyone authorized to act on his behalf;
- (c) “Ministers” means the Federal Minister, the Provincial Minister and any other minister of Canada and New Brunswick involved in implementing this agreement;
- (d) “Official languages of Canada” means the English and French languages;
- (e) “Structuring initiative” means a policy, government program or initiative intended to bring about a positive and lasting change which will contribute to the development of the community;
- (f) “Community” means a group of individuals who identify themselves as belonging to a structured or informal group centred on a shared Acadian and French identity basis; and
- (g) “Fiscal year” means the period commencing April 1 of any year and terminating March 31 of the year immediately following.

2. PURPOSE OF THE AGREEMENT

- 2.1 The purpose of this agreement is to provide a multi-year collaboration framework between Canada and New Brunswick to support the planning and delivery of quality French-language services aimed at enhancing the vitality of the Acadian and Francophone community, as presented in the provincial action plan set out in Schedule B of this agreement. This agreement also provides for support to structuring initiatives aimed at achieving a real equality between the two linguistic communities in New Brunswick.

3. PURPOSE OF THE CONTRIBUTION

- 3.1 Subject to the provisions of this agreement, Canada agrees to pay a portion of the eligible expenditures made by New Brunswick to implement its action plan (Schedule B).

4. MAXIMUM AMOUNT OF THE CONTRIBUTION

- 4.1 Subject to the appropriation of funds by Parliament, to the maintenance 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 to the eligible expenditures incurred by New Brunswick in implementing its action plan (Schedule B) for the purposes described in Section 1 of this agreement, for the next four fiscal years (2014–2015 to 2017–2018), an amount not to exceed the lesser of six million, eight hundred and ten thousand dollars (\$6,810,000) or 50% of the total eligible expenditures for each year, or:

Fiscal year	Contribution
2014–2015	\$1,800,000
2015–2016	\$1,800,000
2016–2017	\$1,800,000
2017–2018	\$1,410,000
Total	\$6,810,000

- 4.2 In the event that additional funds for the federal contribution outlined in paragraph 4.1 are made available during this agreement, the present agreement may be modified accordingly. Any increase in Canada’s financial envelope will be conditional upon New Brunswick providing an equivalent or greater financial contribution than Canada’s to meet the goals set out in its revised action plan (Schedule B). Canada and New Brunswick agree to update the action plan (Schedule B) for 2014–2015 to 2017–2018 to reflect these new investments.
- 4.3 For each fiscal year covered by this agreement, Canada may provide New Brunswick with financial support over and above the amounts identified in paragraph 4.1 of this agreement for special measures or projects proposed by New Brunswick, subject to approval by the federal minister. These measures and projects will be included in a document to be attached to New Brunswick’s action plan (Schedule B) and will form an integral part thereof.
- 4.4 Subject to the appropriation of funds by the Legislative Assembly of New Brunswick and the maintenance of current and forecasted budget levels of the Executive Council Office,

New Brunswick agrees to contribute to the eligible expenditures incurred under the terms of its action plan (Schedule B) for 2014–2015 to 2017–2018.

- 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 New Brunswick's action plan (Schedule B).

6. COORDINATION

- 6.1 Canada and New Brunswick agree to meet in the sixty (60) days preceding the close of each 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 the action plan (Schedule B).

7. APPROVED ACTIONS/MEASURES AND BUDGETS

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

8. PARTNERSHIP

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

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

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

10. FORMER FEDERAL PUBLIC OFFICE HOLDERS OR FEDERAL PUBLIC SERVANTS

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

11. LIABILITY OF CANADA AND NEW BRUNSWICK

- 11.1 Canada shall not be liable for any injury, including death, or for any loss or damage to the property of New Brunswick or anyone else, that occurs through the execution of this agreement by New Brunswick, 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 New Brunswick 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 New Brunswick, the provincial minister or their employees, officers or agents.
- 11.3 Canada disclaims itself from any liability in the event that New Brunswick 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 New Brunswick 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 New Brunswick or its employees, officers or agents in carrying out the activities described in this agreement.
- 12.2 Canada shall indemnify New Brunswick, the provincial 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 RECOURSE

- 14.1 The following constitute breach of commitments:
- 14.1.1 New Brunswick, 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 New Brunswick and inform it accordingly;
 - 14.2.2 Suspend any payment of Canada's contribution, either with respect to amounts already owing or future payments; and
 - 14.2.3 Rescind this agreement and immediately terminate any financial obligation arising out of it.
- 14.3 In the event of breach of commitments, New Brunswick may avail itself of the following remedies:
- 14.3.1 Suspend some activity provided for in the action plan (Schedule B);
 - 14.3.2 Rescind this agreement and immediately terminate any financial obligation arising out of it.
- 14.4 The fact that one of the two parties refrains from exercising a remedy it is entitled to exercise under this agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred on it shall not prevent it in any way in the future from exercising any other right or remedy under this agreement or other applicable law.

15. ASSIGNMENT

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

16. APPLICABLE STATUTES

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

17. COMMUNICATIONS

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

Director, Operations and Regional Coordination
Department of Canadian Heritage
15 Eddy Street, 7th Floor
Gatineau, Québec
K1A 0M5

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

Director, Canadian Francophonie and Official Languages
Executive Council Office
Post Office Box 6000
Fredericton, New Brunswick
E3B 5H1

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 New Brunswick and Canada for the period starting April 1, 2014, and ending on March 31, 2018, 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 New Brunswick in carrying out its action plan (Schedule B).

19. AMENDMENT OR TERMINATION

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

20. DESCRIPTION OF THE CONTRIBUTION AGREEMENT

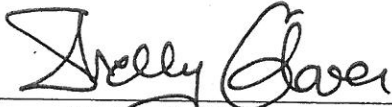
20.1 This agreement, including the following schedules that form an integral part of it and subsequent amendments to them, constitutes the entire agreement between the parties and supersedes all previous and future documents, negotiations, understandings and undertakings related to its subject matter.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

SCHEDULE A – Administrative Procedures and Conditions
SCHEDULE B – Action Plan

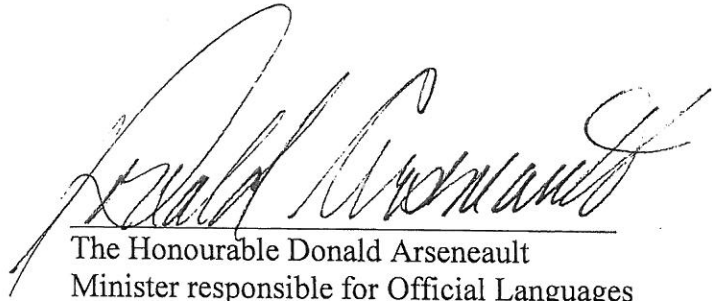
IN WITNESS WHEREOF, the parties hereto have signed this agreement on the date that appears on the first page.

ON BEHALF OF CANADA

ON BEHALF OF NEW BRUNSWICK



The Honourable Shelly Glover
Minister of Canadian Heritage and
Official Languages



The Honourable Donald Arseneault
Minister responsible for Official Languages

Witness

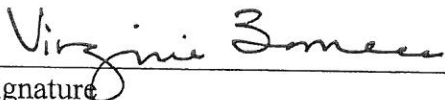
Witness

VIRGINIE BONNEAU

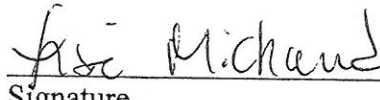
Name in block letters

LISE Michaud

Name in block letters



Signature



Signature