

**CANADA–MANITOBA AGREEMENT
ON FRENCH-LANGUAGE SERVICES
2023–24 TO 2027–28**

THIS AGREEMENT was concluded in English and in French
this 20th 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: **HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF
MANITOBA**, hereinafter called “Manitoba”, represented by the Minister
responsible for Francophone Affairs.

“Canada” and “Manitoba” 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 Manitoba is committed to fulfilling its obligations under Section 23 of the *Manitoba Act, 1870* which affirms the equality of status of the English and French languages in the Legislature of Manitoba and before the courts of Manitoba;

WHEREAS Manitoba adopted *The Francophone Community Enhancement and Support Act* to provide a framework for enhancing the vitality of Manitoba’s Francophone community and supporting and assisting its development, and is committed to the steady growth in the provision of French language services across all sectors of government activity;

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 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 Manitoba through the delivery of French-language services;

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 provincial and municipal services aimed at contributing to the development and enhancing the vitality of the Francophone community of Manitoba, as presented in the Strategic 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 Manitoba to implement its Strategic 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 Manitoba for the purposes set out in section 1 of this Agreement. Canada’s total financial contribution shall not exceed the lesser of nine million eight hundred eighty-three thousand five hundred twenty dollars (\$9,883,520) or 50% of the total eligible expenditures incurred over the term of this Agreement.

Fiscal Year (April 1 to March 31)	Contribution
2023–24	\$1,976,704
2024–25	\$1,976,704
2025–26	\$1,976,704
2026–27	\$1,976,704
2027–28	\$1,976,704
Total	\$9,883,520

2.2 Canada’s financial contribution is conditional on Manitoba providing a financial contribution equivalent to or greater than that of Canada for the implementation of its Strategic Plan (Schedule C).

2.3 In the event that Canada provides an increase in federal funding as provided for in subsection 2.1 of this Agreement, this Agreement may be amended accordingly. The Parties will agree on an updated Strategic Plan (Schedule C) that reflects the new investments. Any increase in Canada’s financial contribution will be conditional upon Manitoba providing a financial contribution equivalent to or greater than that of Canada to implement its revised Strategic Plan (Schedule C).

2.4 Complementary contributions

2.4.1 For each fiscal year covered by this Agreement, Canada may provide Manitoba with complementary contributions in addition to the amounts identified in subsection 2.1 of this Agreement during the term thereof, for special measures or projects proposed by Manitoba, subject to approval by the federal Minister of State (Official Languages).

2.4.2 Special projects approved by Canada shall constitute an addendum to Manitoba’s Strategic Plan (Schedule C) and shall form an integral part thereof.

2.4.3 Under this Agreement, complementary contributions include funding made available to the provincial and territorial governments for such purposes as:

2.4.3.1 one-time, non-recurring special projects that contribute to the creation of new provincial 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 provincial governments; and

2.4.3.2 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.

2.4.4 Unless otherwise specified, any complementary contributions from Canada are conditional on Manitoba making a financial contribution equivalent to or greater than that of Canada during the term of the project in question.

2.4.5 Canada agrees to honour multi-year commitments made for specific projects with Manitoba 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 Manitoba. Any payment for these projects shall be conditional on a bilateral agreement with Manitoba being in place, covering the period targeted by the payment.

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

2.5 The Administrative Procedures and Conditions will govern the payment of Canada's contribution and 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 one year (365 days) after the expiration of the activity period as indicated in subsection 3.2 of this Agreement, subject to earlier termination in accordance with subsection 5.2 of this Agreement.

3.2 Subject to termination, this Agreement covers the activities described in the Strategic Plan (Schedule C) of this Agreement for the activity period commencing on April 1st, 2023, and ending on March 31st, 2028. Unless otherwise pre-authorized by Canada, only goods acquired 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. STRATEGIC PLAN

4.1 The multi-year Strategic Plan (Schedule C) includes a preamble that outlines the provincial context, the issues on which Manitoba intends 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 the Francophone community of Manitoba.

4.2 The Parties agree that the contributions referred to in subsection 2.1 of this Agreement apply only to the measures described in Manitoba's Strategic Plan (Schedule C), based on the federal and provincial budget breakdown (if applicable) included in the Strategic Plan (Schedule C).

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

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

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

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

4.4 Manitoba develops and submits its strategic plan (Schedule C) in the manner Manitoba deems to be most appropriate to its particular circumstances. If there is a need, in Canada's opinion, to clarify and determine the relevance of the information provided, Manitoba agrees 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 Manitoba 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 Manitoba 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 Manitoba's Strategic 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 Strategic Plan (Schedule C).

8. LIABILITY OF CANADA AND MANITOBA

- 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 Manitoba 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 Manitoba concludes 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 Manitoba 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 Manitoba or its employees, officers or agents in carrying out the activities described in this Agreement.
- 9.2 Canada shall indemnify Manitoba, the minister responsible for Francophone Affairs 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.

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 RECOURSE

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 Manitoba and inform it 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, Manitoba may avail itself of the following remedies:

11.3.1 Suspend some activity provided for in the Strategic 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, specifying a cure period of no fewer than ninety (90) days from the date the notice is deemed to have been received, may be transmitted to the Party to which the breach is attributed so that remedial action may be taken before any further 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 Manitoba.

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 shall be sent to the following addresses:

Manitoba:

Francophone Affairs Secretariat
Government of Manitoba
809-386 Broadway
Winnipeg, Manitoba
R3C 0V8
FLS.SLF@gov.mb.ca

Canada:

Department of Canadian Heritage
Official Languages Branch
15 Eddy Street
Gatineau, Quebec
J8X 4B3
ftlo-ftol@pch.gc.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 – Manitoba’s 2023–24 to 2027–28 Strategic Plan

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

ON BEHALF OF CANADA

Original signed by:

Randy Boissonnault
Minister of State (Official Languages)

ON BEHALF OF MANITOBA

Original signed by:

Glen Simard
Minister responsible for Francophone Affairs