

**CANADA–NEWFOUNDLAND AND LABRADOR AGREEMENT
ON FRENCH-LANGUAGE SERVICES
2018-2019 TO 2022-2023**

THIS AGREEMENT was concluded in English and in French,
this 22nd day of February 2019,

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

AND: **HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND
LABRADOR**, hereinafter called “Newfoundland and Labrador”, represented by the
Minister of Service NL, the Minister Responsible for Francophone Affairs and the
Minister of Intergovernmental and Indigenous Affairs.

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 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 Newfoundland and Labrador 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 and Acadian community of Newfoundland and Labrador through the delivery of French-language services;

WHEREAS the member provinces and territories of the Ministerial Conference on the Canadian Francophonie promote initiatives that increase and enhance services in French, thus providing a better quality of life for citizens and ensuring the vitality of the French language and Francophone cultures.

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 multi-year collaboration framework between Canada and Newfoundland and Labrador to support the planning and delivery of French-language provincial services aimed at contributing to the development and enhancing the vitality of the Francophone and Acadian community of Newfoundland and Labrador, as presented in the strategic plan set out in Schedule B of this Agreement.

2. PURPOSE OF THE CONTRIBUTION

2.1 Subject to the provisions of this Agreement, Canada agrees to pay a portion of the eligible expenditures made by Newfoundland and Labrador to implement its strategic plan (Schedule B).

3. STRATEGIC PLAN

3.1 The multi-year strategic plan (Schedule B) includes a preamble which outlines the provincial context, the issues on which Newfoundland and Labrador intends to act, strategic priorities, progress made by the end of the previous agreement, and considerations and objectives for the 2018-2019 to 2022-2023 agreement period. It also includes a description of the consultation process carried out with Francophone communities.

4. MAXIMUM AMOUNT OF CONTRIBUTION

4.1 Subject to the appropriation of funds by Parliament, to maintain the federal minister's current and forecasted budget levels until March 31, 2023, for 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 Newfoundland and Labrador in implementing its strategic plan (Schedule B) for the purposes described in Section 1 of this Agreement, for the next five fiscal years (2018-2019 to 2022-2023), an amount not to exceed the lesser of one million seven hundred and fifty thousand dollars (\$1,750,000) or 50% of the total eligible expenditures for each year, or:

Fiscal Year	Contribution
2018-2019	\$350,000
2019-2020	\$350,000
2020-2021	\$350,000
2021-2022	\$350,000
2022-2023	\$350,000
Total	\$1,750,000

4.2 If additional funds for the federal contribution outlined in clause 4.1 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 Newfoundland and Labrador providing an equivalent or greater financial contribution than Canada's to meet the goals set out in its revised strategic plan (Schedule B). Canada and Newfoundland and Labrador agree to update the strategic plan (Schedule B) to reflect those new investments.

4.3 For each fiscal year covered by this Agreement, Canada may provide Newfoundland and Labrador with financial support over and above the amounts identified in clause 4.1 of this Agreement, for special measures or projects proposed by Newfoundland and Labrador, subject to approval by the federal minister. Those measures and projects must be included in a document to be attached to Newfoundland and Labrador's strategic plan (Schedule B) and will form an integral part thereof.

4.4 Subject to the appropriation of funds by the House of Assembly of Newfoundland and Labrador and the maintenance of current and forecasted budget levels, Newfoundland and Labrador agrees to contribute to the eligible expenditures incurred under the terms of its action plan (Schedule B) for 2018-2019 to 2022-2023.

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 Newfoundland and Labrador's strategic plan (Schedule B).

6. COORDINATION

6.1 Canada and Newfoundland and Labrador 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. The two parties may at that time, if necessary, agree to any amendments to be made to the strategic plan (Schedule B).

7. APPROVED MEASURES AND BUDGETS

- 7.1 Canada and Newfoundland and Labrador agree that the contributions referred to in clauses 4.1 and 4.3 of this Agreement apply only to the measures described in Newfoundland and Labrador's strategic plan (Schedule B), based on the federal and provincial budget breakdown provided 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 Newfoundland and Labrador.

9. MEMBERS OF THE HOUSE OF COMMONS, THE SENATE AND THE LEGISLATIVE ASSEMBLY OF NEWFOUNDLAND AND LABRADOR

- 9.1 No member of the House of Commons, the Senate or the Legislative Assembly of Newfoundland and Labrador may take part in this Agreement or benefit from it in any way.

10. CURRENT OR 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 NEWFOUNDLAND AND LABRADOR

- 11.1 Canada shall not be liable for any injury, including death, or for any loss or damage to the property of Newfoundland and Labrador or anyone else, that occurs through the execution of this Agreement by Newfoundland and Labrador, 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 Newfoundland and Labrador 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 Newfoundland and Labrador, the provincial ministers or their employees, officers or agents.
- 11.3 Canada disclaims itself from any liability in the event that Newfoundland and Labrador 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 Newfoundland and Labrador 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 Newfoundland and Labrador or its employees, officers or agents in carrying out the activities described in this Agreement.
- 12.2 Canada shall indemnify Newfoundland and Labrador, the provincial ministers 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 make a good-faith attempt to settle the dispute. If the parties cannot resolve the dispute through good faith attempts, 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 Newfoundland and Labrador, 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 Either party has failed to comply with an obligation contained in this Agreement; 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, having regard to the nature and extent of the breach:

14.2.1 Reduce Canada's contribution to Newfoundland and Labrador 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, Newfoundland and Labrador may avail itself of the following remedies, having regard to the nature and extent of the breach:

14.3.1 Suspend some activity provided for in the strategic plan (Schedule B); and

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.

14.5 Neither party shall declare a breach of commitments or exercise the remedies in paragraph 14.2 or 14.3 unless they have given notice to the other party and the other Party has failed, within thirty (30) days of receipt of the notice, either to correct the condition or event complained of or to demonstrate, to the satisfaction of the party giving notice, that it has taken such steps as are necessary to correct the condition, and has notified the party giving notice of a breach of commitments.

15. ASSIGNMENT

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

16. APPLICABLE LAWS

16.1 This Agreement shall be governed by and interpreted in accordance with the applicable statutes of Newfoundland and Labrador.

17. COMMUNICATIONS

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

Director, Operations and Regional Coordination
Official Languages Branch
Department of Canadian Heritage
15 Eddy St., 7th Floor
Gatineau, QC
K1A 0M5

17.2 Any communication concerning this Agreement intended for Newfoundland and Labrador shall be sent by mail to:

Deputy Minister
Service NL
Government of Newfoundland and Labrador
P.O. Box 8700
2nd Floor, West Block
Confederation Building
St. John's, NL
A1B 4J6

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. TERM

18.1 This Agreement binds Newfoundland and Labrador and Canada for the period starting April 1, 2018, and ending March 31, 2023, 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 Newfoundland and Labrador in carrying out its strategic plan (Schedule B).

19. AMENDMENT OR TERMINATION

19.1 The Parties may, with mutual written consent, amend or terminate this Agreement during the term of 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 – Strategic Plan

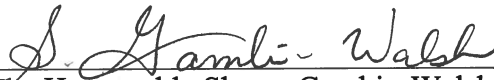
IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date that appears on the first page.

ON BEHALF OF CANADA

**ON BEHALF OF NEWFOUNDLAND AND
LABRADOR**



The Honourable Mélanie Joly
Minister of La Francophonie



The Honourable Sherry Gambin-Walsh
Minister of Service NL

Witness

Witness

JOSÉE BLAKENEY

Name in block letters

Fanny Hoddinott

Name in block letters



Signature



Signature

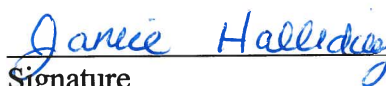


The Honourable Christopher Mitchelmore
Minister responsible for Francophone Affairs

Witness

JANICE HALLIDAY

Name in block letters



Signature

**ON BEHALF OF NEWFOUNDLAND AND
LABRADOR**



The Honourable Dwight Ball
Minister for Intergovernmental and
Indigenous Affairs

Witness

KERRY Chaytor
Name in block letters

Kerry Chaytor
Signature

ADMINISTRATIVE PROCEDURES AND CONDITIONS**1. PAYMENT TERMS****1.1 Strategic Plan**

1.1.1 Canada's contributions to Newfoundland and Labrador's strategic plan (Schedule B) referred to in clause 4.1 of this Agreement shall be paid as follows:

- (a) an initial advance payment representing one half (50%) of Canada's contribution for fiscal year 2018-2019 shall be made following the production of Newfoundland and Labrador's strategic plan (Schedule B) and the signing of this Agreement, provided that the requirements for previous payments related to the *Canada–Newfoundland and Labrador Agreement on French-Language Services 2018-2019 to 2022-2023* 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 an updated strategic plan (Schedule B), provided that requirements for the previous payments have been met;
- (c) for the first four fiscal years 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 Newfoundland and Labrador 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;
- (d) 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.

1.2 Special Projects

Canada's contribution to Newfoundland and Labrador for the special projects referred to in clause 4.3 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 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 Newfoundland and Labrador 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 current fiscal year shall be made following approval of the federal minister;
- (b) for subsequent fiscal years, a first advance payment representing one half (50%) of Canada's contribution for those years shall be made on or about April 15 provided that requirements for the previous payments have been met;
- (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 reporting actual expenditures made by Newfoundland and Labrador during the period ending September 30 of the current fiscal year and 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 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 Newfoundland and Labrador 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;
- (e) for the final fiscal year, a second and final payment not exceeding the balance of Canada's contribution for that 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 Expenditure forecasts before March 31

Newfoundland and Labrador agrees to provide Canada, before 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 Newfoundland and Labrador.

2. TRANSFERS

- 2.1 Newfoundland and Labrador can transfer funds between measures for the same objective.
- 2.2 Newfoundland and Labrador 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 Newfoundland and Labrador 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 Newfoundland and Labrador agree that the transfers targeted by clauses 2.1, 2.2 and 2.3 shall not jeopardize achievement of the expected results in the strategic plan (Schedule B).

2.5 Newfoundland and Labrador agrees to make no transfer between the funding provided in clause 4.1 of this Agreement for Newfoundland and Labrador's strategic plan (Schedule B) and the contributions for special projects provided by Canada as part of the provisions of clause 4.3 of this Agreement.

3. FINANCIAL STATEMENTS AND REPORTS ON RESULTS

3.1 Interim financial statements and final reports on results and actual expenditures shall be approved by a person duly authorized by Newfoundland and Labrador. Newfoundland and Labrador shall provide interim financial statements and final reports using templates provided by the Department of Canadian Heritage. Canada and Newfoundland and Labrador will hold further discussions if clarifications or additional information are requested.

3.2 It is agreed that within six (6) months following the end of each fiscal year of this Agreement, Newfoundland and Labrador shall provide Canada with a final report on the results and actual expenditures of each fiscal year, based on the measures, performance indicators, targets and outcomes set forth in the strategic plan (Schedule B).

3.3 The financial statements shall separately present the budget established for each measure set forth in the strategic plan (Schedule B), federal and provincial contributions, and, for each measure, all expenditures incurred by Newfoundland and Labrador, including those incurred before the signing of this Agreement. The financial statements shall be prepared in accordance with generally accepted accounting principles.

3.4 In the context of this Agreement, Newfoundland and Labrador agrees to keep accounts and documents up to date and in due form in accordance with provincial 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 Newfoundland and Labrador through the Intergovernmental Network of the Canadian Francophonie on the report's development and production schedule.

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

5. PUBLIC INFORMATION

5.1 Canada and Newfoundland and Labrador agree to provide on request copies of this Agreement and its schedules to the Canadian public.

5.2 Newfoundland and Labrador 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 Newfoundland and Labrador in accordance with the provisions of clause 17.2 of this Agreement.

5.3 Newfoundland and Labrador 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, but is not limited to, speeches, news releases, public announcements, websites, social media and reports from provincial departments or agencies. Newfoundland and Labrador agrees to provide Canada with samples of these various types of publicity.

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

8. EVALUATION

8.1 Newfoundland and Labrador 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. Newfoundland and Labrador 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 Newfoundland and Labrador.

8.3 Canada and Newfoundland and Labrador 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 clause 4.1 of this Agreement.

9. CONSULTATIONS

9.1 Newfoundland and Labrador shall conduct consultations with the Francophone community and include 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. If there are changes to the strategic plan during the life of the Agreement, Newfoundland and Labrador may consult the Francophone community and will make best efforts to respect their priorities.

**GOVERNMENT OF NEWFOUNDLAND AND LABRADOR –
2018-2019 to 2022-2023 STRATEGIC PLAN
CANADA–NEWFOUNDLAND AND LABRADOR AGREEMENT
ON FRENCH-LANGUAGE SERVICES
2018-2019 to 2022-2023**

1- PREAMBLE

BACKGROUND

The signing of the 2018–2023 Agreement on French-Language Services coincides with the 25th anniversary of cooperation between the Government of Newfoundland and Labrador and the Government of Canada in this area. Since the first agreement was signed in 1993, there has been a marked evolution in the delivery of services in French in Newfoundland and Labrador. The focus has moved beyond the promotion of official languages within the public service to one where the Office of French Services (OFS) cooperates with a number of departments and agencies with a view to improving Francophones’ access to services in their language. Moreover, the OFS reaches out to the Francophone and Acadian community, which is recognized as an historic and valued part of Newfoundland and Labrador society, to help it establish relationships with government departments and create opportunities for partnerships, while sensitizing the latter to the needs of the former. As per previous agreements, the term ‘Francophone’ encompasses all Newfoundlanders and Labradorians whose mother tongue or co-mother tongue is French, newcomers whose mother tongue might well be a language other than French but for whom French is the first official language spoken, and right-holders under Section 23 of the *Canadian Charter of Rights and Freedoms*. Additionally, the name of the community served by previous agreements broadened to “Francophone and Acadian” to reflect the efforts made by the community itself to celebrate its Acadian heritage and its growing tendency to collaborate on initiatives with cousins in the Atlantic region. The same definition and designation will apply to the present agreement in terms of the target population to be served, even though the statistics used are those provided by Statistics Canada and which include only persons whose mother or co-mother tongue is French.

CURRENT CONTEXT

OFS was successful in building awareness and cooperation from across government throughout the life of the previous agreement. For example, OFS’s translation service translated 515,000 words in 2013–2014 and 809,000 words in 2017–2018. In addition, provincial government funding programs now typically contribute a total of over \$100,000 every year to special projects from Francophone and Acadian community groups.

Newfoundland and Labrador adopted a Policy on French Language Services in 2015, which has strengthened OFS’s position within government as the central player in the coordination of services in the French language. In accordance with the policy, Departments have the responsibility to consult OFS for strategic advice, information and research related to French language services and Francophone affairs, and utilize, as necessary, the services offered by OFS including translation and other linguistic support, and community liaison.

In early 2017, OFS was repositioned from the Human Resource Secretariat of Executive Council (a central agency with an internal mandate) to Service NL – a department oriented towards service to the general public. The Centre for Learning and Development took over responsibility for the French-Language training in 2016, thus repositioning OFS to focus more on services in French to the public - this realignment was timely and prescient. OFS is better positioned to focus on service to the public as it is now located within a department that offers frontline services to the general public in a wide variety of areas such as motor vehicle registration, vital statistics, and residential tenancy services. OFS was welcomed into a physical office structure that includes personnel working in these various areas. OFS therefore operates as an entity within Service NL, responding

to the Minister of Service NL, while at the same time providing support to the Minister Responsible for Francophone Affairs. This repositioning has enhanced OFS's visibility in serving the Francophone public.

In December 2017, the Quebec-Newfoundland and Labrador Cooperation and Exchange Agreement with Respect to the Canadian Francophonie was renewed. Between 2008-2009 and 2016-2017, the original agreement facilitated close to \$400,000 in 36 projects for Newfoundland and Labrador Francophone organizations and schools.

In addition, Newfoundland and Labrador continues to play an important role within the Federal-Provincial-Territorial Ministerial Conference on the Canadian Francophonie (MCCF).

STRATEGIC PRIORITIES

As OFS continues to focus on the delivery of French-Language services, there are two key structuring or strategic priorities that permeate the vision towards 2022-2023, namely:

1. an increase in the amount of online information, forms and services in French.

This strategic priority responds to the growing trend to seek government information and services online.

2. the expansion of the Navigators network across government.

This strategic priority is at the core of government's vision to improve how it communicates internally and ultimately it should improve government's responsiveness to requests for service in French. The Navigators network seeks to improve communications between OFS and the divisions by offering mandatory information sessions on OFS's core lines of business to all employees. A Navigator is selected to serve as OFS's primary point of contact for information sharing, provision of service to the French-speaking public and a resource person.

In keeping with the MCCF's strategic plan, Newfoundland and Labrador aims to increase its offering of services in French over this five-year agreement, albeit tempered by the lack of new resources.

ACCOMPLISHMENTS (2013–2014 to 2017–2018)

OFS is pleased to report on important advances that were accomplished in 2013–2018, as per the following examples:

1. Adopted in 2015, the Policy on French Language Services both reaffirmed and strengthened OFS's role in coordinating and creating a cohesive approach to French Services within government.
2. Created in 2016, the Interdepartmental Committee on French Services comprises eight key departments ¹and charts government's course for identifying services of importance to the Francophone and Acadian community. The Executive Director of the Fédération des Francophones de Terre-Neuve et du Labrador (FFTNL) made a presentation to this committee in 2017. This was a "first" and it will continue on an annual basis.
3. In February 2017, OFS was repositioned from the Human Resource Secretariat of Executive Council to Service NL, which, as stated above, has enhanced OFS's positioning as a services-oriented unit within a like-minded government department.
4. OFS made a presentation to the Communications Branch and specifically to Communications Directors of government in December 2017 and established new practices with respect to news releases in French.
5. Newfoundland and Labrador hosted the 21st MCCF in St. John's in June 2016. OFS assisted the Minister Responsible for Francophone Affairs in co-chairing a successful conference, along with the Minister of Canadian Heritage. The local Francophone and Acadian community and artists hosted the delegates at a cultural evening and dinner. The community's keynote presentation during the sessions focused on the evolution of the

¹ Advanced Education, Skills and Labour; Children, Seniors and Social Development; Education and Early Childhood Development; Executive Council (Centre for Learning and Development); Health and Community Services; Justice and Public Safety; Service NL; and Tourism, Culture, Industry and Innovation.

Francophone and Acadian community in Newfoundland and Labrador starting in the 16th century to the present day.

6. OFS and the Office of Immigration and Multiculturalism (Department of Advanced Education, Skills and Labour) have been working together and will continue to ensure that Government supports the Francophone community in its efforts to grow and strengthen the community through immigration. For example, the province's "Way Forward on Immigration" plan, released in 2017, clearly identifies a target of 50 Francophone immigrants out of 1050 places in the Provincial Nominee Program.
7. In 2017-2018, OFS conducted the Navigators pilot project in conjunction with two divisions within Service NL – Motor Registration and Vital Statistics. The pilot project was deemed a success and was shared with the members of the Interdepartmental Committee on French Services who agreed to replicate this model in their own departments. The Department of Health and Community Services was particularly interested in the model and has already established two more Navigators in two of its divisions.

Newfoundland and Labrador is pleased to report on these accomplishments and aims to build on them over the life of the current agreement.

CONSIDERATIONS FOR 2018–2019 to 2022–2023

According to the 2016 census results, the number of persons in Newfoundland and Labrador whose mother tongue or co-mother tongue is French was virtually unchanged at 3,045, which represented 0.6 per cent of the provincial population. The Francophone population had grown previously at about 30 per cent between 2006 and 2011, which were growth years for the provincial economy and overall provincial population. Thus a stable population between 2011 and 2016 could indicate that the Francophone community is weathering the current economic situation in a similar fashion as the majority community. Although there was no growth overall in the province's Francophone population between 2011 and 2016, in St. John's the Francophone population grew about 22 per cent.

Although the Francophone and Acadian community has grown over the last decade and is now present in new regions of the province, Newfoundland and Labrador constitutes an immense geographic territory throughout which this small French-speaking population is dispersed. This reality presents challenges with respect to service delivery and community outreach. Located in the capital city of St. John's, the seat of government and home to most Francophone organizations in the province, OFS has no physical presence in Labrador or on the Port au Port peninsula (regions with notable Francophone presence). Moreover, as each part of the province is unique, one cannot necessarily adopt the same approach to addressing needs in all regions.

Additionally, not all of the province's Francophone concentrations are partaking in the growth described above. The number of native speakers of French on the Port au Port peninsula has declined. This region, recognized as the traditional heart of French Newfoundland and Labrador, has seen its number of Francophones drop by nearly 12 per cent between 2011 and 2016, following declines in both 2006 and 2001. Other regions such as Corner Brook, Stephenville and several other smaller regions of the province combined now count many more Francophones than Port au Port. Nevertheless, the Francophone and Acadian community remains strong and dynamic.

As the demographics change, so do needs. Francophone community organizations are working in sectors that were well beyond their scope less than a generation ago. These include economic development, immigration, health care, and early childhood development. Yet, the overarching policy files of decades past, such as education and culture, remain as relevant as ever as the threat of assimilation continues to loom. The approach to service delivery and community development must also address emerging needs, which is challenging when resources do not grow at the same pace as those needs. Furthermore, although the community's organizational structure is in most ways an asset, it too presents challenges in terms of talent and volunteer recruitment. The fact that many employees are recruited from outside the province leads to high turnover, while the fact that organizations share the same community support bases can result in volunteer fatigue.

OBJECTIVES FOR 2018–2019 TO 2022–2023

The overall objective of Newfoundland and Labrador's 2018-23 Strategic Plan is to continue to offer more government information and services in French to the general public within the context of existing financial allocations, which will enhance the vitality of the Francophone and Acadian community and contribute to their development.

CONSULTATIONS WITH THE FRANCOPHONE AND ACADIAN COMMUNITY

OFS maintains a positive working relationship with the Francophone and Acadian community of Newfoundland and Labrador. The FFTNL is the umbrella group that represents the Francophone and Acadian community of Newfoundland and Labrador. OFS deals with this organization on matters related to government information, as well as programs and services offered in French, as determined by community priorities and existing resources. In 2018-2023, government will continue regular consultation with the FFTNL via the following methods:

- routine business interactions (e.g., face-to-face meetings, email and telephone calls);
- promotional and awareness-raising activities between government and community organizations (e.g., Rendez-vous de la Francophonie activities and La Journée de la Francophonie Provinciale flag-raising events); and,
- annual consultation with the FFTNL.

OFS consulted the FFTNL on its priority needs and sought its input on the 2018–2023 Strategic Plan. As stated in Schedule A, if there are changes to the strategic plan during the life of the agreement, Newfoundland and Labrador may consult the Francophone community and will make best efforts to respect its priorities.

Strategic Objective 1 : Support to internal administrative structures (Strengthening the policy and administrative frameworks)				
Funding: \$279,500 (Canada) \$279,500 (Newfoundland and Labrador). Total: \$559,000				
Planned Actions	Expected results	Performance Indicators	Targets (per year, unless indicated otherwise)	Baseline data (based on 2017-18)
1.1. Provide a translation and terminological service to departments.	Government departments will have had access to a translation and terminological service in order to increase the amount of information made available in French on government's website.	# of translation requests # of words translated	280 translation requests 800,000 words translated	280 translation requests 800,000 words translated
1.2. Provide a linguistic support service and Navigator Coordination to departments to enhance departments' capacity to respond to requests for services in French.	French service Navigators will have been established in key departments. Francophone and Acadian citizens will have received assistance in accessing government information or services in French. Departments will have received assistance in delivering services to their Francophone and Acadian clientele.	# of departments with Navigators # of Navigators in each department # of instances of linguistic support provided	Two new departments Minimum Navigator department one per 134 requests	One department Two Navigators 134 requests
1.3. Provide leadership, policy advice and direction related to French services and Francophone affairs to government departments.	In consultation with departments, best practices and internal guidelines for French service delivery in departments will have been researched, developed, implemented and evaluated (tools). Policy on French Language Services will have been reviewed.	# of tools developed Updated Policy	Two new tools developed To be reviewed by 2022-2023	Two tools developed Existing Policy (adopted 2015)

Schedule B

	<p>Interdepartmental Committee on French Language Services will have met regularly.</p> <p>Best practices and internal guidelines related to all OFS lines of business will have been researched, developed and implemented.</p>	<p># of meetings of the Interdepartmental Committee on French Services</p> <p># of best practices and guidelines researched, developed and implemented</p>	<p>Three meetings</p> <p>One new best practice</p>	<p>Three meetings</p> <p>One best practice (Navigators pilot project)</p>
<p>1.4. Provide, via the Centre for Learning and Development, a French language training program for provincial public employees in order to enhance government's capacity to provide services in French.</p>	<p>A French language training program will have been delivered to employees.</p> <p>Guidelines on French language training will have been researched, developed and implemented.</p> <p>Initiatives aimed at increasing awareness of the Francophone and Acadian community for participants in the French language training program, will have been researched, developed and implemented.</p>	<p># of participants</p> <p># of guidelines related to French language training</p> <p># of awareness initiatives</p>	<p>120 participants</p> <p>One set of guidelines -researched (2019-2020); developed (2020-2022); implemented (2022-2023).</p> <p>Three new initiatives</p>	<p>120 participants</p> <p>N/A</p> <p>Three initiatives</p>
<p>1.5. Increase awareness within government departments of Francophone and Acadian community and the services offered by Office of French Services.</p>	<p>In consultation with Service NL communications staff, an awareness campaign for the Office of French Services will have been developed and implemented.</p>	<p># of awareness-raising activities</p>	<p>Six new activities</p>	<p>Six activities</p>

Schedule B

<p>1.6. Provide a government–community liaison service to departments.</p>	<p>Opportunities for further partnership between government and Francophone and Acadian community in priority areas will have been facilitated.</p>	<p># of relevant partnerships created or facilitated</p>	<p>Ten new partnerships</p>	<p>Ten partnerships</p>
<p>1.7. Provide support to the Minister Responsible for Francophone Affairs on issues related to the Ministerial Conference on the Canadian Francophonie.</p>	<p>Office of French Services will have provided support to the Minister Responsible for Francophone Affairs on issues related to the Francophonie from a Newfoundland and Labrador perspective in an effort to increase information sharing and intergovernmental collaboration with other members of the Ministerial Conference on the Canadian Francophonie.</p>	<p># of updates and briefings</p>	<p>Six updates and briefings</p>	<p>Six updates and briefings</p>
<p>1.8. Inform and advise the Minister Responsible for Francophone Affairs on matters related to the Francophone and Acadian community of Newfoundland and Labrador.</p>	<p>Office of French Services will have lent support to the Minister Responsible for Francophone Affairs in efforts to communicate and collaborate with Newfoundland and Labrador’s Francophone and Acadian community via various meetings and other outreach opportunities.</p>	<p># of weekly email updates to Minister # of meetings between the Minister and the FFTNL</p>	<p>Weekly email updates from OFS to Minister One meeting between the Minister and the FFTNL</p>	<p>Weekly email updates from OFS to Minister One meeting between the Minister and the FFTNL</p>

Strategic Objective 2 : Support the development, planning, and delivery of French-Language services to the public				
Funding: \$53,000 (Canada) \$53,000 (Newfoundland and Labrador). Total: \$106,000				
Planned Actions	Expected results	Performance Indicators	Targets (per year, unless indicated otherwise)	Baseline data (based on 2017-18)
Sector of Activity : Health and Social Development \$8,000 (Canada) \$8,000 (Newfoundland and Labrador)				
2.1. Partner with the Department of Health and Community Services and the Department of Children, Seniors and Social Development to enhance access to health and social development services and information in French.	Increased availability of and accessibility to information and services related to health and social development will have been realized.	# of initiatives	Two new initiatives per department	Two initiatives
Sector of Activity : Justice \$6,000 (Canada) \$6,000 (Newfoundland and Labrador)				
2.2. Partner with the Department of Justice and Public Safety and the Provincial Courts to enhance information and services related to Justice in French.	Increased availability of and accessibility to Justice services and information in French will have been realized.	# of initiatives	Two new initiatives	Two initiatives
Sector of Activity : Government Services \$8,000 (Canada) \$8,000 (Newfoundland and Labrador)				
2.3. Partner with divisions of Service NL to increase access to information and services in French.	More information and services in French will have been made available in several areas including Vital Statistics, Motor Registration, Consumer Affairs and Residential Tenancies.	# of partnerships	Two new partnerships	Four partnerships
Sector of Activity : Immigration \$8,000 (Canada) \$8,000 (Newfoundland and Labrador)				
2.4. Partner with the Office of Immigration and Multiculturalism (Department of Advanced Education, Skills and Labour) to support initiatives which contribute to the welcoming and retention of	Initiatives related to the welcoming and retention of Francophone immigrants will have been researched, developed and implemented.	# of initiatives	Four new initiatives	Four initiatives
	Office of French Services will have met quarterly with the Office of Immigration and Multiculturalism to discuss updates on Francophone immigration.	# of meetings attended	Four meetings	Four meetings

Schedule B

Francophone newcomers in Newfoundland and Labrador.				
Sector of Activity : Early Childhood Development \$6,000 (Canada) \$6,000 (Newfoundland and Labrador)				
2.5. Partner with the Department of Education and Early Childhood Development to provide more online information in French regarding early childhood development.	More government website information will have been made available in French in the area of early childhood development.	# of initiatives	One new initiative	One initiative
Sector of Activity : Culture and Heritage \$6,000 (Canada) \$6,000 (Newfoundland and Labrador)				
2.6. Partner with the Department of Tourism, Culture, Industry and Innovation to increase support for Francophone culture and heritage throughout the province.	Initiatives related to increasing support to Francophone culture and heritage will have been explored. More government website information will have been made available in French in the areas of culture and heritage.	# of initiatives	Three new initiatives	Two initiatives
		# of initiatives	One new initiative	One initiative
Sector of Activity : Labour and Employment \$6,000 (Canada) \$6,000 (Newfoundland and Labrador)				
2.7. Partner with the Department of Advanced Education, Skills and Labour to increase the amount of information in French related to labour market programs to support Francophone employees and employers in the province.	More government website information will have been made available regarding labour market programs.	# of initiatives	Two initiatives	Two initiatives
Sector of Activity : Translation \$5,000 (Canada) \$5,000 (Newfoundland and Labrador)				
2.8. Provide a translation and terminological services to departments.	Correspondence between departments and the Francophone and Acadian community will have been made available in French.	Percentage of correspondence translated into French for Francophone and Acadian community.	100% of correspondence to the Francophone and Acadian community will be in French.	100% of correspondence to the Francophone and Acadian community was in French.

Strategic Objective 3 : Communications and consultations with the Francophone and Acadian community				
Funding: \$17,500 (Canada) \$17,500 (Newfoundland and Labrador). Total: \$35,000				
Planned Actions	Expected results	Performance Indicators	Targets (per year, unless indicated otherwise)	Baseline data (2017-18)
3.1 Offer a community liaison service to government departments and the province's Francophone and Acadian community.	Outreach to the Francophone and Acadian community will have taken place to facilitate connections with relevant departments which can address their needs.	# of meetings	20 meetings	23 meetings
3.2 Develop, in consultation with the community and government communications staff, strategies and guidelines to facilitate community outreach, thereby promoting improved engagement with the province's Francophone and Acadian community.	Strategies and guidelines regarding communications and collaboration with the Francophone and Acadian community will have been researched, developed and implemented.	# of strategies and guidelines	One additional strategy or guideline (websites)	One set of communications guidelines (news releases)
3.3 Explore opportunities to use government's website and social media to better communicate with the Francophone and Acadian public.	Progress in the area of French-Language service delivery will have been regularly communicated to the province's Francophone and Acadian community via media releases and social media.	# of news releases, ministerial statements	12 news releases, ministerial statements	Regular communication – news releases, Ministerial statements, social media posts.
3.4 To increase visibility of government services available in French, carry out within the Francophone and Acadian community promotional and	Promotional and awareness-raising activities will have taken place.	# of activities	Six new activities	Six activities

awareness activities about the Office of French Services				
3.5 Solicit and analyze the Francophone and Acadian community' objectives and priorities to determine where enhancements in the provision of services in French are needed.	Develop and implement new initiatives to increase cooperation between the Francophone and Acadian community and government via consultations to enhance services in French	# of initiatives developed or implemented	One new initiative developed or implemented	# of initiatives developed or implemented