

AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**BETWEEN:**

**THE GOVERNMENT OF MANITOBA,  
as represented by the Minister responsible for French Language Services,**

**("Manitoba"),**

**- and -**

**Société franco-manitobaine,**

**(the "SFM").**

WHEREAS Manitoba wishes to further promote and support awareness of, and public access to, Manitoba Government information and services in the French language;

AND WHEREAS the SFM operates *Centre d'information 233-ALLÔ*, a service that is consistent with Manitoba's objectives set out above;

AND WHEREAS Manitoba has therefore requested the SFM to assist Manitoba to achieve its objectives through the *Centre d'information 233-ALLÔ* service, and has agreed to contribute to the SFM's operating costs for this purpose;

AND WHEREAS the SFM has agreed to provide the requested assistance;

AND WHEREAS Manitoba and the SFM wish to fully set out their respective rights and obligations in respect of the services to be provided by the SFM and the contribution for this purpose to be made by Manitoba by entering into this agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual promises made in this agreement by each party to the other, Manitoba and the SFM agree as follows:

#### **SECTION 1 - TERM OF AGREEMENT**

1(1) This agreement shall take effect when the last of the parties to sign this agreement has signed and shall continue until all undertakings and obligations of the SFM have been fully met and completed unless terminated before that in accordance with Section 10.

## **SECTION 2 – WARRANTY AND REPRESENTATIONS**

- 2(1) The SFM represents and warrants that it:
- (a) is a valid and subsisting corporation incorporated under the laws of the Province of Manitoba and will continue to be a valid and subsisting corporation in good standing throughout the term of this agreement;
  - (b) is in full compliance with and has all required permits, licenses, certificates and authorizations necessary to carry out its obligations under this agreement; and
  - (c) has all of the power necessary to execute and deliver this agreement and has taken all action required by law and its constating documents to authorize and permit the execution and delivery of this agreement.

## **SECTION 3 – SFM RESPONSIBILITIES**

- 3(1) During the period of April 1, 2008 to March 31, 2013 (the “Contribution Period”), the SFM shall:
- provide a complete information service to whomever is interested in Manitoba’s Francophone community;
  - promote Francophone community activities;
  - implement the cooperation mechanisms put in place with the Bilingual Service Centres to provide the public with information and services by way of call transfers and referrals and the sharing and dissemination of information;
  - expand its range of services targeting the larger Francophone community;
  - work in close cooperation with the Bilingual Service Centres.
- 3(2) The SFM shall provide Manitoba with 2 written reports for each fiscal year during the Contribution Period. The first report shall be provided by April 30, within 30 days of the end of each fiscal year.
- 3(3) In the first report, the SFM shall include an account of planned activities related to the operation of the *Centre d’information 233-ALLÔ* service for its current fiscal year and audited financial statements for its most recently completed fiscal year. In addition, the first report shall include statistical information reporting on the *Centre d’information 233-ALLÔ* activities and results achieved in the immediately preceding fiscal year and a statement setting out detailed information on all sources and amounts of funding it expects to receive in its current fiscal year and such other information as Manitoba may reasonably request.
- 3(4) In the second report, the SFM shall include statistical information reporting on the *Centre d’information 233-ALLÔ* activities and results and an interim financial report, for the six-month period of April 1 to September 30 of the current fiscal year. In addition, this report shall include an analysis on how these results meet or fail to meet the account of planned activities presented with the immediately preceding report and such other information as Manitoba may reasonably request.

- 3(5) In all reports submitted to Manitoba, the SFM must confirm that the information contained therein is true and accurate, and that all estimates, forecasts and other matters involving judgment were prepared and submitted in good faith and to the best of the SFM's ability, skill and judgment.
- 3(6) The SFM agrees to keep accounts and documents up to date and in due form on receipts and expenditures related to the content of this Agreement, including all related invoices, receipts and supporting documents. The SFM will provide financial statements and other documents provided for in this Agreement from time to time as required by Manitoba, and it will manage its financial affairs in accordance with generally accepted accounting principles and practices. For the purposes of this Agreement, the SFM will retain all financial accounts, source documents and other useful documents for a period of at least five years following the expiration of this Agreement.
- 3(7) The SFM agrees to use the Contribution [as defined in subsection 4(1)] exclusively for the services and activities identified in subsection 3(1) unless Manitoba consents in writing to the use of the Contribution for some other purpose.
- 3(8) The SFM agrees to comply with all terms and conditions in this agreement. The SFM agrees to comply with all relevant laws, regulations, by-laws and orders and to obtain all permits, licenses, consents and other authorizations as it may be required to obtain, to carry out the services and activities identified in 3(1).
- 3(9) The SFM shall be solely responsible for, and shall save harmless and indemnify Manitoba, the Minister responsible for French Language Services and their employees, officers and agents, and release them from and against, all claims, losses, damages, expenses and costs related to any injury or death, loss or damage to property, or economic loss or infringement of rights caused by or alleged to be caused by the SFM or its employees, officers or agents in carrying out the activities described in this Agreement, including
- (a) the SFM providing or failing to provide the services and activities the SFM is required to provide under the terms of this agreement;
  - (b) the SFM, or any of its officers, employees, agents or contractors, breaching any term or condition of this agreement;
  - (c) any omission or wrongful or negligent act of the SFM, or its officers, employees, agents or contractors; and
  - (d) any failure on the part of the SFM or on the part of its officers, employees, agents or contractors to comply with applicable laws or to make any necessary deductions or remittances required by law.

#### **SECTION 4 – CONTRIBUTION AND PAYMENT SCHEDULE**

- 4(1) Manitoba agrees to make a contribution of one-hundred and forty-five thousand dollars (\$145,500.00) (the "Contribution") to the SFM for the purposes set out in subsection 3(1), annually, subject to subsections 4(4) and 4(5), during Manitoba's fiscal years ending in 2009, 2010, 2011, 2012 and 2013.

- 4(2) The SFM acknowledges that as of the date of this agreement, it has received \$64,070.00 of the 2008/2009 Contribution. Manitoba agrees that subject to subsections 4(4) and 4(5), the balance of the 2008/2009 Contribution will be paid by cheque to the SFM, within 30 days of when the last of the parties to sign this agreement has signed.
- 4(3) For every fiscal year after 2008/2009, subject to subsections 4(4) and 4(5), Manitoba agrees to pay the Contribution in the following instalments:
- (a) fifty (50%) percent of the fiscal year's Contribution will be paid if the SFM has satisfied the reporting requirements for a first report set out in subsections 3(2) and 3(3), and;
  - (b) the remaining fifty (50%) of the Contribution will be paid no later than March 1 if the SFM has satisfied the reporting requirements for a first report set out in subsections 3(2) and 3(3), and the requirement for a second report as set out in subsection 3(4) in respect of an immediately prior year, where a contribution was also given to the SFM in respect of such prior year.
- 4(4) Any payment made by Manitoba under this Agreement is subject to there being an appropriation By the Parliament of Canada for the fiscal year in which the federal portion of the Contribution is being made and an appropriation by the Legislature of the Province of Manitoba for the fiscal year in which the provincial portion of the Contribution is being made.
- 4(5) No payment with respect to this Agreement will be made by Manitoba subsequent to March 31, 2009 unless the Canada Manitoba Agreement on French Language Services is renewed or extended beyond March 31 by Canada and Manitoba. If the agreement has not been renewed or extended by September 30, 2009, all obligations of Manitoba under this agreement end.

#### **SECTION 5 – ACKNOWLEDGEMENT OF SUPPORT**

- 5(1) The SFM shall acknowledge funding support from Manitoba, and the form of such acknowledgment shall be satisfactory to Manitoba.
- 5(2) Manitoba may make public announcements about its funding support of the SFM, and all information provided to Manitoba by the SFM in the reports called for in Section 3 may be made public.

#### **SECTION 6 – EXTENT OF MANITOBA RESPONSIBILITIES**

- 6(1) Manitoba's responsibility under this agreement is limited to paying the Contribution to the SFM in accordance with the terms and conditions set out in this agreement.
- 6(2) Manitoba shall not be responsible for any deficit incurred by the SFM.
- 6(3) Manitoba has no liability, obligation or responsibility to fund the SFM for any services or activities undertaken by the SFM that are outside the scope of the services and activities identified in subsection 3(1).

## **SECTION 7 – MANITOBA NOT LIABLE**

- 7(1) Manitoba shall not be liable for any injury or damage to the SFM, or to any officers, employees or agents of the SFM, or for any damage to or loss of property of the SFM, or of the officers, employees or agents of the SFM, caused by or in any way related to the provision by the SFM of the services and activities it is required to provide under the terms of this agreement.
- 7(2) Subsection 7(1) does not apply if the injury, damage or loss was caused by the wrongful or negligent act of an officer or employee of Manitoba while acting within the scope of his or her employment.

## **SECTION 8 - EVALUATION, AUDIT AND REVIEW**

- 8(1) Manitoba may directly, or by way of independent external consultants, conduct an evaluation, audit or review, or any or all of the foregoing, of the services and activities provided or required to be provided by the SFM under this agreement. The SFM agrees to provide Manitoba or its external consultants with access to all financial and program records and other documents involving the provision of such services and activities. All expenses related to such evaluations, audits and reviews shall be borne by Manitoba.
- 8(2) The right to conduct an evaluation, audit or review, or any or all of the foregoing, continues for three years after the date on which the SFM cashes the cheque for the final payment made to it by Manitoba under this agreement.

## **SECTION 9 – AMENDMENTS**

- 9(1) Amendments or changes to this agreement are only valid if they are in writing and if they are signed by both parties.

## **SECTION 10 – TERMINATION**

- 10(1) The SFM is in breach of or in default under this agreement if at any time
- (a) the SFM becomes, or is about to become, bankrupt or insolvent, goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors; or
  - (b) an order is made or resolution is passed for the dissolution or winding-up of the SFM or it is otherwise likely to lose its corporate status; or
  - (c) the SFM ceases to operate; or
  - (d) any creditor of the SFM attaches or garnishes any of the contribution paid hereunder; or
  - (e) any representation or warranty made by the SFM is shown to be false or misleading in any material respect; or

- (f) Manitoba is reasonably of the opinion that:
  - (i) the SFM is not using the Contribution exclusively for the intended purposes; or
  - (ii) the SFM has failed to comply with any other of its obligations or undertakings in this agreement.
- 10(2) If the SFM is in breach of or in default under this agreement, Manitoba may terminate this agreement in writing, effective immediately.
- 10(3) In the event that the Canada Manitoba Agreement on French Language Services has not been renewed or extended in accordance with subsection 4(5), Manitoba shall be under no further obligation to the SFM, including no obligation to make any payments to the SFM.
- 10(4) Upon notice of termination of this agreement being provided, Manitoba shall be under no further obligation to the SFM, including no obligation to make any payments to the SFM.

### **SECTION 11 – NOTICES**

- 11(1) All notices or other communications to the SFM from Manitoba under this agreement shall be in writing and shall be delivered to the SFM or sent by registered mail, postage paid, or by facsimile transmission to:

**Société franco-manitobaine**  
212 – 383 Provencher Blvd.  
Winnipeg MB R2H 0G9  
Fax Number: (204) 233-1017

Attention: Mr. Daniel Boucher, President and Chief Executive Officer

- 11(2) All reports, information, requests for payment and notices or other communications from the SFM to Manitoba under this agreement shall be in writing and shall be delivered to Manitoba, or sent by registered mail, postage paid, or by facsimile transmission to:

**Francophone Affairs Secretariat**  
Room 46 – Legislative Building  
Winnipeg MB R3C 0V8  
Fax Number: (204) 948-2015

Attention: Mr. Guy Jourdain, Senior Advisor

- 11(3) Any communication sent in this way shall be deemed to have been received eight (8) calendar days after being mailed.

### **SECTION 12 – GENERAL**

- 12(1) The SFM shall not assign or transfer this agreement or any of the rights or obligations under this agreement.

- 12(2) This document contains the entire agreement between the parties. There are no undertakings, representations or promises, express or implied, other than are contained in this document.
- 12(3) This agreement shall be binding upon the SFM and its successors.
- 12(4) Time shall be of the essence of this agreement.
- 12(5) This agreement shall be interpreted, performed and enforced in accordance with the laws of Manitoba, and of Canada as applicable therein.
- 12(6) Those sections or subsections of this agreement containing obligations that by their very nature are intended to survive the termination or expiration of this agreement shall survive the termination or expiration of this agreement.
- 12(7) If any provision of this Agreement is held to be invalid or unenforceable, that provision will be deemed severed from this Agreement and will not affect the validity of the remaining provisions or their enforceability by any court of competent jurisdiction.

This agreement has been executed by the duly authorized signatories of Manitoba and the SFM on the dates noted below.

**THE GOVERNMENT OF MANITOBA**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Per: the Minister responsible for French Language Services

\_\_\_\_\_  
Date

**SOCIÉTÉ FRANCO MANITOBAINE**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Per: Mr. Ibrahima Diallo, president of the Société franco-manitobaine

\_\_\_\_\_  
Date