

**AMENDING AGREEMENT
TO THE CANADA–NEW BRUNSWICK AGREEMENT
ON FRENCH-LANGUAGE SERVICES 2018–2019 TO 2022–2023**

THIS AGREEMENT is concluded in English and French on this 28th day of March 2023,

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 NEW BRUNSWICK**, hereinafter called “New Brunswick”, represented by the Minister responsible for La Francophonie.

“Canada” and “New Brunswick” are referred to individually as a “Party” or collectively as the “Parties”.

THIS AMENDING AGREEMENT ATTESTS TO the will of the parties to amend the *Canada–New Brunswick Agreement on French-Language Services 2018–2019 to 2022–2023* (hereinafter called “Canada–New Brunswick Agreement”), dated March 28, 2019, as follows:

1. TITLE OF THE AGREEMENT

The title “*Canada–New Brunswick Agreement on French-Language Services 2018–2019 to 2022–2023*” is replaced by the following:

“*Canada–New Brunswick Agreement on French-Language Services 2018–2019 to 2023–2024*”.

2. REFERENCE TO YEARS

Any reference to the years “2018–2019 to 2022–2023” in the Agreement is replaced by a reference to the years “2018–2019 to 2023–2024”.

3. MAXIMUM AMOUNT OF THE CONTRIBUTION

Subsection 4.1 of the Canada–New Brunswick Agreement is deleted and replaced by the following subsection:

“4.1 Subject to the appropriation of funds by the Parliament of Canada, to the maintenance of current and forecasted budget levels to March 31, 2024, 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, for implementing its strategic plan (Schedule B) for the purposes described in Section 1 of this agreement, for fiscal years 2018–2019 to 2023–2024, an amount not to exceed the lesser of eight million, four hundred sixty thousand dollars (\$8,460,000) or 50% of the total eligible expenditures for each year, or:

Fiscal years	Contributions
2018–2019	\$1,410,000
2019–2020	\$1,410,000
2020–2021	\$1,410,000
2021–2022	\$1,410,000
2022–2023	\$1,410,000
2023–2024	\$1,410,000
Total	\$8,460,000”.

4. DURATION

Subsection 18.1 of the Canada–New Brunswick Agreement is deleted and replaced by the following subsection:

“18.1 This agreement binds New Brunswick and Canada for the period starting April 1st, 2018 and ending on March 31st, 2024, 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 strategic plan (Schedule B).

5. PAYMENT TERMS

Paragraph 1.1.1 of Schedule A is deleted and replaced by the following paragraph:

- "1.1.1 Canada's contributions to New Brunswick's strategic plan (Schedule B), referred to in subsections 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 New Brunswick's strategic plan (Schedule B) and the signing of this Agreement, provided that the requirements for previous payments related to the *Canada–New Brunswick Agreement on the Provision of French-language Services 2014–2015 to 2017–2018* 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 five 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 New Brunswick 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.

6. SCHEDULE B

Schedule B of the Canada–New Brunswick Agreement is deleted and replaced by the Schedule B attached to this amending agreement.

7. PRECEDENCE

All other clauses contained in the Canada–New Brunswick Agreement remain unchanged, and in the event of any inconsistencies, the provisions of this Amending Agreement take precedence over those of the Canada–New Brunswick Agreement dated March 28, 2019.

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

ON BEHALF OF CANADA



The Honourable Ginette Petitpas Taylor
Minister of State (Official Languages)

Witness

Marie-Ève Laramée-Gauvreau

Name in block letters

LaraméeGauvreau,
MarieÈve

Signature

Signature numérique de
LaraméeGauvreau, MarieÈve
Date : 2023.03.28 14:59:46 -04'00'

ON BEHALF OF NEW BRUNSWICK



The Honourable Glen Savoie
Minister responsible for La Francophonie

Witness

Adam Smith

Name in block letters



Signature

