#### CANADA-ALBERTA TRANSFER PAYMENT AGREEMENT ON THE IMPLEMENTATION OF THE NATIONAL ACTION PLAN TO END GENDER BASED VIOLENCE

#### BETWEEN: **HIS MAJESTY THE KING IN RIGHT OF CANADA**, as represented by the Minister for Women and Gender Equality and including any person duly authorized to represent it (hereinafter referred to as "Canada")

AND: **HIS MAJESTY THE KING IN RIGHT OF ALBERTA**, as represented by the Minister of Arts, Culture and Status of Women and including any person duly authorized to represent it (hereinafter referred to as "Alberta")

Hereinafter referred to collectively as the "Parties".

WHEREAS, Canada's Minister for Women and Gender Equality's powers, duties and functions include the advancement of equality, including social, economic and political equality, with respect to sex, sexual orientation, and gender identity or expression;

**WHEREAS** the mandate of the Government of Alberta's Ministry of Arts, Culture and Status of Women is to improve Albertans' quality of life through support of cultural development, historical preservation and increased gender equality.

WHEREAS, preventing and addressing gender-based violence necessitates coordinated and collaborative actions from federal, provincial, and territorial governments, each working within their respective jurisdictional authorities, in partnership with survivors, Indigenous partners, civil society, front-line service providers, municipalities, the private sector and researchers;

WHEREAS, on November 8th, 2022, at the 40<sup>th</sup> Annual Meeting of Federal-Provincial-Territorial (FPT) Ministers Responsible for the Status of Women, Ministers endorsed the National Action Plan to End Gender-Based Violence (hereinafter referred to as the "NAP to End GBV"); a ten-year, collaborative approach to ending gender-based violence (hereinafter referred to as "GBV");

WHEREAS, joint efforts in support of the NAP to End GBV will align with and complement Canada and Alberta's respective responses to the Truth and Reconciliation Commission's Calls to Action and the National Inquiry into Missing and Murdered Indigenous Women and Girls' Calls for Justice.

WHEREAS, the federal government's Budget 2022 provided \$539.3 million over five years (2022-2023 to 2026-2027) to the Department for Women and Gender Equality Canada, including \$525 million to enable provinces and territories to supplement and enhance services and supports within their jurisdictions to prevent gender-based violence and support survivors;

**WHEREAS,** Alberta already supports efforts to prevent GBV and supports victims and families;

WHEREAS, Canada wishes to supplement Alberta's investments, including new and expanded actions to end GBV under the collaborative framework of the NAP to End GBV, based on Alberta's priorities, but including investment in the areas defined as Priorities in Section 2.9;

WHEREAS, the Parties acknowledge that working in partnership across orders of government, with GBV victims and survivors, Indigenous partners, direct service providers, experts, researchers, advocates, and the private sector is essential;

WHEREAS, section 5 of the Department for Women and Gender Equality Act authorizes the Minister for Women and Gender Equality to, with the approval of the Governor in Council, enter into a Transfer Payment Agreement on the Implementation of the National Action Plan to End Gender- Based Violence with Alberta;

**AND WHEREAS** Canada's funding under this Agreement will be distributed to Alberta in accordance with the terms and conditions of the Department for Women and Gender Equality's (hereinafter referred to as "WAGE") Equality for Sex, Sexual Orientation, Gender Identity and Expression Program: A Grants and Contributions Program.

NOW THEREFORE, Canada and Alberta agree as follows:

#### **1 PURPOSE OF AGREEMENT**

The purpose of this Agreement is to support Alberta's implementation of its actions under the NAP to End GBV (Annex A) so that collectively, the vision of the NAP to End GBV can be advanced - "A Canada free of gender-based violence. A Canada that supports victims, survivors and their families, no matter where they live".

## 2 **DEFINITIONS**

The following expressions, used in this Agreement, shall have the scope defined below:

- 2.1 "Agreement" means this binding Transfer Payment Agreement on the Implementation of the National Action Plan to End Gender Based Violence, including its Annexes and Schedules, as may be amended from time to time:
  - Annexes A and D by the Federal Provincial Territorial Forum of Ministers responsible for the Status of Women, and
  - Schedules B and C by the Parties to this Agreement.

2.2 "Days" means calendar days.

2.3 "Designated Official" means the person(s) identified by the Party with the authority, responsibility, and integrity to represent the Party and perform responsibilities related to implementing the Agreement.

2.4 "Effective Date" means the date this Agreement comes into force, which is the date the second Party signs the Agreement.

2.5 "Eligible Expenditures" means expenses related to actions in Alberta's Implementation Plan (Schedule B) for which federal funding can be used in accordance with this Agreement.

2.6 "Fiscal Year" means the period commencing on April 1 of any calendar year and terminating on March 31 of the immediately following calendar year.

2.7 "GBV (Gender-Based Violence)" means violence perpetrated against someone based on their gender, gender expression, gender identity, or perceived gender. It takes many forms, including physical, sexual, psychological, emotional, and financial abuse as well as technology-facilitated violence.

2.8 "NAP to End GBV" means the National Action Plan to End Gender-Based Violence (attached for information as Annex A), a ten-year, collaborative framework for a national approach to ending GBV and its impacts in Canada through opportunities for action under five pillars and a foundation:

- Pillar 1 Support for survivors and their families
- Pillar 2 Prevention
- Pillar 3 Responsive justice system
- Pillar 4 Implementing Indigenous-led approaches
- Pillar 5 Social infrastructure and enabling environment
- The Foundation (leadership, coordination and engagement; data, research and knowledge mobilization; and, monitoring, evaluation and reporting)

2.9 "In-kind Contributions" means goods and services provided instead of money, or cash-equivalent goods and services Alberta will contribute to actions under the NAP to End GBV. In-kind contributions could include rental space in provinciallyowned buildings given to an organization at no cost, administrative support provided by provincial employees, or providing materials to organizations.

2.10 "Priorities" mean the following three, broad priority areas:

- 1. Increasing prevention efforts to stem the tide of downstream costs and support sustainability over the longer-term
- 2. Reaching underserved and/or most at-risk populations to ensure that services and supports are accessible, appropriate, and tailored to specific needs
- 3. Stabilizing the GBV sector to enable the ongoing and effective delivery of essential GBV services across the country

2.11 "Alberta's Implementation Plan" means the four-year actions of Alberta to implement the NAP to End GBV in its jurisdiction, agreed to by the Parties and attached as Schedule B. Alberta's Implementation Plan outlines:

- Actions under the five pillars and the foundation of the NAP to End GBV as prioritized by Alberta. While all Alberta's actions must fall under the five pillars and foundation of the NAP to End GBV, Alberta's Implementation Plan does not have to include actions in all five pillars and foundation in any one year of this Agreement, other than outlined in Section 4.2.4.
- Actions that support the three Priorities
- Connections between Alberta's Implementation Plan and other work in its jurisdiction in addressing GBV
- Outcomes expected to be achieved by the actions
- A data collection plan to fulfill Alberta's obligations for reporting (Section 7.3) as outlined for information in Annex D.

2.12 "Ultimate Recipients" means organizations providing actions to address GBV under Alberta's Implementation Plan.

#### **3 DURATION OF AGREEMENT**

3.1 This Agreement shall come into force on the Effective Date and shall end on March 31, 2027, unless terminated before then by Canada or Alberta in accordance with this Agreement.

3.2 Subject to termination, this Agreement covers the actions described in Schedule B for the period commencing on April 1, 2023 and ending on March 31, 2027. Unless otherwise pre-authorized by Canada, only goods and services rendered within this period shall be considered as Eligible Expenditures.

3.3 All obligations of the Parties herein which, expressly or by their nature, survive termination or expiry of this Agreement, shall survive until and unless they are fulfilled or by their nature expire.

## 4 AREAS OF INVESTMENT

#### 4.1 Cost Sharing

4.1.1 The federal allocation under this Agreement, up to the maximum amount allocated to Alberta in Section 5.1.1, shall be matched by Alberta through an overall, 50-50 sharing of costs. Canada's allocation shall not exceed 50% of Alberta's total funding for the purpose of this Agreement.

4.1.2 Alberta's cost share can include:

- i. new investments;
- ii. existing GBV-related funding or investments; and,
- iii. where agreed to in writing by Canada, In-kind Contributions.

4.1.3 A higher federal cost share may be used for Alberta's actions supporting the Priorities, within an overall 50-50 cost share ratio for the full value of the Agreement.

4.1.4 Any funds identified by Alberta as constituting any part of its 50% cost share under this Agreement must not be used as Alberta's cost share or cost matching in any other agreement with the Government of Canada.

## 4.2 Use of Funds

4.2.1 Canada and Alberta agree that federal funds provided under this Agreement will only be used by Alberta in accordance with Eligible Expenditures included in Alberta's Implementation Plan (Schedule B) and align with the guiding principles of the NAP to End GBV (Annex A).

4.2.2 Where Alberta transfers funding to Ultimate Recipients, Alberta shall have full independence and responsibility in the selection of such Ultimate Recipients.

4.2.3 Programs, services and actions supported with Government of Canada funding must support the needs of the key population groups, including: women and girls; Indigenous women and girls; Black and racialized women; immigrant and refugee women; Two-Spirit, Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, plus people (2SLGBTQI+); women with disabilities, and women living in Northern, rural, and remote communities.

4.2.4 A minimum of 25% of the total federal funding under this Agreement must be spent by Alberta on Priority area #1 -- increasing prevention efforts (as defined in Section 2.10).

4.2.5 Alberta's administration costs including costs related to central administrative functions that are drawn upon to support actions but are not specifically part of delivering an action outlined in Schedule B (e.g., office equipment, IT maintenance, public sector salaries) may account for a maximum of 10% of Alberta's 50% cost share.

4.2.6 Eligible Expenditures under the federal 50% cost share can include staff and management salaries and benefits directly related to delivery of Eligible Expenditures as outlined in Schedule B, but no federal funding can be used towards Alberta's administration costs described in Section 4.2.5.

4.2.7 Funding under this Agreement shall not be used to displace existing or publicly announced funding by Alberta.

#### 4.3 Ineligible Expenditures

#### 4.3.1 Actions outside Canada

Expenditures for actions that take place outside Canada or that deal with a related matter abroad are not eligible for funding under this Agreement.

4.3.2 Costs incurred before April 1, 2023, are not eligible for cost sharing.

4.3.3 Expenditures that do not support the implementation of the NAP to End GBV are not eligible for funding under this Agreement.

## 5 ALLOCATION AND CONDITIONS

#### 5.1 Allocation to Alberta

5.1.1 Subject to Parliamentary approval of appropriations, the maximum allocation by Canada to Alberta under this Agreement is \$54,052,000, matched by Alberta, toward Eligible Expenditures in Alberta's Implementation Plan. Alberta's cost matching is further detailed in Schedule C.

Canada's annual maximum allocation of funding to Alberta shall be:

- a) \$6,988,000 for the Fiscal Year beginning on April 1, 2023
- b) \$15,688,000 for the Fiscal Year beginning on April 1, 2024
- c) \$15,688,000 for the Fiscal Year beginning on April 1, 2025
- d) \$15,688,000 for the Fiscal Year beginning on April 1, 2026.

#### 5.2 Transfer of Funds Between Expenditure Categories

5.2.1 Canada and Alberta agree that, within each Fiscal Year of the period of this Agreement, Alberta may move funding between the pillars and the foundation of the NAP to End GBV outlined in its Implementation Plan in Schedule B to ensure the maximum use of funding, in accordance with Section 4.2.4.

- i. Alberta agrees to notify Canada in writing prior to any such change in funding allocation, including the rationale for the change.
- ii. Such a change to Schedule B can be made by the Parties' Designated Officials through written notification and acceptance of the change.
- iii. Should Canada have a reasonable objection to the change proposed by Alberta, Canada shall communicate its objection within 30 Days following the issuance of Alberta's written notification to Canada.

## **6 PAYMENT**

#### 6.1 Payment Conditions

6.1.1 After the Effective Date, Canada shall pay Alberta \$6,988,000 for Fiscal Year 1 within twenty (20) Days for the first payment.

6.1.2 Alberta will submit annual reports (Section 7.3 of Agreement) to receive subsequent advance payment for the following Fiscal Year in accordance with the "Payment and Reporting Schedule" below. The reports must be certified by Alberta's Designated Official. Payments for the subsequent Fiscal Years following Fiscal Year 1 are conditional upon receipt and acceptance by Canada of these completed reports and will be made to Alberta within 20 days.

| PAYMENT A  | PAYMENT AND REPORTING SCHEDULE      |   |                         |  |  |  |  |  |
|--|-------------------------------------|---|-------------------------|--|--|--|--|--|
| PAYMENTS PERIOD<br>(PER FISCAL COVERED BY<br>YEAR) THE PAYMENT |                                     | CONDITIONS  | REPORTS<br>SUBMITTED BY |  |  |  |  |  |
| Payment 2023-<br>2024  | April 1, 2023, to<br>March 31, 2024 | <ul> <li>Subject to parliamentary approval of appropriation.</li> <li>After the Effective Date.</li> </ul>  | n/a                     |  |  |  |  |  |
| Payment 2024-<br>2025  | April 1, 2024, to<br>March 31, 2025 | <ul> <li>Subject to parliamentary approval of appropriation.</li> <li>Upon receipt of Alberta's annual report for Fiscal Year 2023-2024 (see Section 7.3 of Agreement).</li> </ul>  | July 31, 2024           |  |  |  |  |  |
| Payment 2025-<br>2026  | April 1, 2025, to<br>March 31, 2026 | <ul> <li>Subject to parliamentary approval of appropriation.</li> <li>Upon receipt of Alberta's annual report for Fiscal Year 2024-2025 (see Section 7.3 of Agreement).</li> </ul>  | July 31, 2025           |  |  |  |  |  |
| Payment #1 for<br>2026-2027                                    | April 1, 2026, to<br>March 31, 2027 | <ul> <li>Subject to parliamentary approval of appropriation.</li> <li>Upon receipt of Alberta's annual report for Fiscal Year 2025-2026 (see Section 7.3 of Agreement).</li> <li>Payment 1 for fiscal year 2026-2027 will be 90% of the annual payment for 2026-2027</li> </ul> | July 31, 2026           |  |  |  |  |  |
| Payment #2 for<br>2026-2027                                    | April 1, 2026, to<br>March 31, 2027 | <ul> <li>Upon receipt of Alberta's annual report for fiscal year 2026-2027 (see Section 7.3).</li> <li>Payment 2 for fiscal year 2026-2027 will be 10% of the annual payment for 2026-2027</li> </ul>   | July 31, 2027           |  |  |  |  |  |

#### 6.2 Carry Forward

6.2.1 At the written request of Alberta, and subject to the approval of Canada, funding amounts may be carried forward into the next Fiscal Year, under the following terms:

- a) Alberta may only use the amount carried forward to the next Fiscal Year for Eligible Expenditures incurred in that Fiscal Year;
- b) amounts carried forward and paid must be spent by September 30th of the following Fiscal Year, and
- c) any amounts unspent by Alberta on March 31, 2027, shall be repaid to Canada within six months after that date.

## 6.3 Final Payment

6.3.1 The final payment will be made to Alberta upon Canada's receipt of the 2026-2027 annual report, due by July 31, 2027, and confirmation that Alberta has met its agreed upon commitments under this Agreement.

6.3.2 Details on other payment conditions can be found in Schedule C.

# 7 RESULTS, MONITORING AND REPORTING

## 7.1 Monitoring Ultimate Recipients

7.1.1 Alberta will follow its own policies and procedures to assess and manage the manner in which Ultimate Recipients use federal funds provided under this Agreement to ensure transparency, impartiality, and fairness.

#### 7.2 Performance Indicators

7.2.1 Canada collects and disseminates information on the outputs and impacts of the actions funded through its programs; this information is an important part of Canada's accountability to Canadians.

7.2.2 Alberta will collect jurisdictional-specific data needed to report on the performance indicators in the NAP to End GBV Expected Results, attached as Annex D.

## 7.3 Annual Reporting

7.3.1 Alberta shall provide Canada with an annual report for each Fiscal Year that this Agreement is active by July 31<sup>st</sup> of the following year. Alberta agrees that the annual report will include:

- a) data to report on results for the indicators in Alberta's Implementation Plan (Schedule B) and the Results Framework (Annex D);
- b) a report on the actual actions completed in the Fiscal Year against the actions in Alberta's Implementation Plan;
- c) a report of Alberta's actual Eligible Expenditures and a financial statement that is prepared in accordance with Alberta's financial authorities and/or regulations against the amounts in Alberta's cost-sharing budget;
- d) a list of Ultimate Recipients that were supported during the reporting period, including the amount each organization received;
- e) an updated Implementation Plan, if needed, for the remaining years of this Agreement;
- f) an updated Cost-sharing Budget, if needed, for the following years of this Agreement;

g) any amount to be carried forward under Section 6.2.

## 8 AUDIT & EVALUATION

#### 8.1 Audit

8.1.1 Canada may choose to rely on the reporting requirements due by Alberta under Section 5, 6 and 7 of this Agreement to conduct its own internal audit, for a period of up to five years after the end of this Agreement, without waiving the right to subsequently request an independent audit as provided herein.

8.1.2 If requested by Canada, the Parties agree that an independent auditor may be appointed through mutual agreement to review the records maintained by Alberta, including the management of funds provided by Canada and the consistent application of generally accepted accounting principles in the maintenance of financial and accounting records.

- a) The scope, coverage and timing of an audit is determined in collaboration between Canada and Alberta. Both Parties shall make available to the auditors, in a timely manner, any accounts, records, documents or information related to actions that the auditors may reasonably require, upon request. The records, documents and information provided by the Parties are subject to their respective privacy legislation.
- b) The results of the audit shall be made available by the auditor to Canada and Alberta within thirty (30) Days of its completion.
- c) If money is owing to either Party, the Party owing money will pay within ninety (90) Days of their receipt and agreement with the final audit report.
- d) The cost of providing the services of an independent auditor from the private sector shall be borne by Canada.

#### 8.2 Evaluation of the Agreement

8.2.1 Canada and Alberta agree on the importance of assessing what has been accomplished in terms of the implementation progress to date on the NAP to End GBV outlined in this Agreement.

8.2.2 Alberta is responsible for the evaluation of its activities undertaken under the Agreement and agrees to share with Canada the public results of any evaluations related to the activities under the Agreement.

8.2.3 Following notice, Canada may request input from Alberta, including records, for evaluations of the activities funded under this Agreement during the term of the

Agreement or once the actions are completed. If additional information is required, such information shall be discussed between Canada and Alberta.

## 8.3 Evaluation of the NAP to End GBV

8.3.1 Canada's programs are routinely subject to evaluation. The Parties acknowledge that the design and implementation of the evaluation plan for the NAP to End GBV evaluation's will be developed through the Federal Provincial Territorial Forum of Ministers responsible for the Status of Women

## 9 PUBLIC COMMUNICATIONS

## 9.1 Joint Announcements

9.1.1. Canada and Alberta agree to collaborate in the development of communication materials and activities related to this Agreement. The Parties shall designate communications contacts responsible for implementing coordinated joint communications to the public.

9.1.2 Canada and Alberta agree to participate in an announcement of the bilateral Agreement once the Parties have signed this Agreement. This must precede the announcements under Section 9.1.3.

9.1.3 Canada and Alberta agree to collaborate on communication products related to announcements under this Agreement with a value of over \$100,000. This includes individual actions with a value of over \$100,000, or a collection of actions announced at the same time for a value of over \$100,000 total. Canada and Alberta can collaborate on communications products related to actions funded under \$100,000, if agreed upon by both Parties.

9.1.4 All efforts will be made to ensure that public communications related to joint announcements are mutually agreed to by the Parties. Where applicable, products shall include a quote from both Alberta's Minister of Arts, Culture and Status of Women and Canada's Minister for Women and Gender Equality. For announcements related to specific actions, Alberta will identify any Ultimate Recipients of the actions who will be invited to take part.

#### 9.2 Individual Communications

9.2.1 The Parties agree that its public communications (announcements and promotional material) related to the use of funding under this Agreement will acknowledge the financial contributions of the other Party. Wherever Alberta's visual identity is used (both online and physical), the Government of Canada's visual identity must be used as well.

9.2.2 Notwithstanding Section 9.1, the Parties shall retain the right to fulfill their respective obligations to provide the people of Alberta and Canada with information on this Agreement and on the use of funds through their own communication activities after the joint announcement with twenty (20) Days' notice to the other Party prior to the public release.

#### 10 OFFICIAL LANGUAGES

10.1 In carrying out this Agreement, Alberta will take into consideration the needs of official language minority communities within the Province of Alberta, as provided under Alberta's French Policy.

## 11 INTELLECTUAL PROPERTY

Canada does not assert ownership of any intellectual property developed as a result of the funding provided under this Agreement. Annual reports submitted to Canada under this may be used by Canada for purposes consistent with its role as funder of actions under this Agreement.

#### **12 PARTNERSHIP**

12.1 The Parties acknowledge that this Agreement does not constitute an association for the purpose of establishing a partnership or joint venture and does not create an agency relationship between Canada and Alberta, and that in no way implies any agreement or undertaking to conclude any subsequent agreement.

12.2 Neither Party shall represent itself as being a co-contractor, employee, or agent of the other Party in carrying out its obligations pursuant to this Agreement.

#### **13 AMENDMENTS**

13.1 Canada's Minister for Women and Gender Equality may be required to obtain approval of the Governor in Council under Section 5 of the *Department for Women and Gender Equality Act* before amending this Agreement.

13.2 The sections of this Agreement may only be amended by the mutual written consent of the Parties.

Annex A is for information only and cannot be amended through this Agreement.

Alberta may adjust the actions in its Implementation Plan (Schedule B) within a Fiscal Year, as needed from time to time, without the mutual consent of the Parties, with the exception of changes under section 5.2.1. Alberta will report all changes in its annual report for that Fiscal Year (Section 7.3).

Schedule C may only be amended by the mutual written consent of the Parties.

Annex D can only be amended with the consensus of all jurisdictions who endorsed the NAP to End GBV through the Federal Provincial Territorial Forum of Ministers responsible for the Status of Women.

#### **14 DISPUTE RESOLUTION**

#### 14.1 Dispute Resolution Mechanism

In the event of a dispute arising under the terms and conditions of this Agreement, the Parties agree to make a good-faith attempt to settle the dispute. If a dispute cannot be resolved by the Designated Officials identified in Section 18.2, then either Party may refer the matter to such senior officials as the Parties may designate for resolution.

14.2 Termination for Breach

If a Party breaches the terms of the Agreement and the Parties are not able to resolve the issue in dispute under the dispute resolution process pursuant to Section 14.1, the other Party may terminate this Agreement at any time by giving at least ninety (90) Days of written notice to the breaching Party.

14.3 Termination for No Cause

Canada or Alberta may terminate this Agreement for any reason, by giving one hundred and eighty (180) Days notice to the Designated Official identified in this Agreement (Section 18.2).

#### 14.4 No Payments After Date of Termination

As of the date of termination, if this Agreement is terminated by a Party under Sections 14.2 or 14.3, Canada shall have no obligation to make any further payments to Alberta. Subject to the terms and conditions of this Agreement, in the event that funding is terminated under the program, Canada shall reimburse Alberta's Eligible Expenditures incurred up to the end date of that notice period. The funding obligations of Canada shall cease at the end of the notice period.

# 15 REDUCTION/TERMINATION OF THIS AGREEMENT

15.1 The Parties acknowledge that any payment to be made under this Agreement is subject to the appropriation of funds by the Parliament of Canada and to the maintenance of the current and forecasted program budget levels. Alberta acknowledges that funding under this Agreement may be reduced or terminated at Canada's discretion in response to the government's annual budget, a parliamentary or governmental spending decision, or a restructuring or reordering of the federal mandate and responsibilities that impact on the program under which this Agreement is made.

15.2 In the event of a reduction or termination of the funding of the program, Canada may, upon giving Alberta 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 the program, Canada shall reimburse Alberta for any Eligible Expenditures incurred up to the end date of that notice period. The funding obligations of Canada shall cease at the end of the notice period. If Canada reduces its contribution under this Agreement, Canada and Alberta agree to review the effects of such reduction on the overall implementation of the actions and on this Agreement.

## **16 EQUALITY OF TREATMENT**

16.1 During the term of this Agreement, any material changes to any of its Sections or Schedules, with the exception of the financial provisions set out under Section 5.1, under any bilateral transfer payment agreement on the NAP to End GBV which have been negotiated, either under the original agreement or through amendments, addendums or otherwise, between Canada and British Columbia, Saskatchewan, Manitoba, Ontario, New Brunswick, Prince Edward Island, Nova Scotia, Newfoundland and Labrador, Nunavut, Northwest Territories and Yukon, and which are more favourable than what was negotiated with Alberta will, upon request, be extended to Alberta. This amendment shall be retroactive to the date on which this Agreement or the amendments to such an agreement with any other province or territory, as the case may be, comes into force.

16.2 Canada will make publicly available the bilateral transfer payment agreements on the NAP to End GBV, including any amendments, for example, by posting them on Canada's website.

## **17 GENERAL PROVISIONS**

17.1 No current or former federal public servant or federal public office holder who is not in compliance with the provisions of the Conflict of Interest Act, S.C. 2006, c.9 (Reference: https://laws-lois.justice.gc.ca/eng/acts/c-36.65/page-1.html), with the Values and Ethics Code for the Public Sector and the Policy on Conflict of Interest and Post-Employment (Reference: http://www.tbssct.gc.ca/pol/doc-eng.aspx?id=25049,http://www.tbs-sct.gc.ca/pol/doceng.aspx?id=25178), members of the House of Commons or Senator who is not in compliance with the Conflict of Interest Code for Members of the House of Commons (Reference: https://www.ourcommons.ca/procedure/standingorders/Appa1-e.html) or the Conflict of Interest Code for Senators (Reference: http://sen.parl.gc.ca/seo-cse/Eng/Code-e.html), or anyone else bound by other values and ethics codes applicable to government or specific recipients, shall derive a direct benefit from this Agreement, unless the provision or receipt of the benefit is in compliance with the legislation or codes.

17.2 This Agreement shall constitute the entire Agreement between the Parties relating to its subject matter.

17.3 This Agreement shall be interpreted in accordance with the laws in force in the Province of Alberta.

17.4 In the spirit of transparency and open government, Canada and Alberta shall make the Transfer Payment Agreement, excluding its Schedules, but including any amendments, public by posting it on the Government of Canada's and the Government of Alberta's website with the mention that the English version of this Agreement is the official version.

17.5 If, for any reason, a provision of this Agreement that does not constitute a fundamental condition thereof is deemed to be void or unenforceable, in whole or in part, that provision shall be considered severable and shall be struck from this Agreement; however, all other terms and conditions thereof shall continue to be valid and enforceable.

17.6 Information gathered by the Parties in carrying out this Agreement is subject to the applicable federal and provincial legislation regarding access to information and privacy. If the Parties share confidential information while carrying out this Agreement, the receiving Party will make best efforts to ensure the information is treated as confidential by that Party, during and after the period of this Agreement.

17.7 Both Parties acknowledge that a Party may publish any Schedules, reports, audits, evaluations, or other documents produced in connection with this Agreement and any information contained in them that can be made public, upon receiving the written consent of the other Party. Both Parties shall ensure that any public disclosure respects all requirements to protect personal information and third-party information.

#### **18 NOTICE**

18.1 Any notice, information or document required under this Agreement shall be deemed given if it is sent by email. Any notice sent by email shall be deemed to have been received one working day after it is sent. Either Canada or Alberta may change the address and other information set out below, provided that a written change of address notice is issued to the other Party.

18.2 Notices or communications addressed to Canada shall be sent to the Designated Official at the following address:

Department for Women and Gender Equality Natalie St. Lawrence natalie.st.lawrence@fegc-wage.gc.ca

Notices or communications addressed to Alberta shall be sent to the Designated Official at the following address:

Elise Belzil Executive Director, Status of Women & Inclusion Department of Arts, Culture and Status of Women elise.belzil@gov.ab.ca

## **19 COUNTERPARTS**

This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. An electronic PDF copy or facsimile with a Party's signature shall be binding upon the signatory with the same force and effect as an original signature.

## SIGNATURES

IN WITNESS WHEREOF, the Parties have signed this Agreement,

SIGNED on behalf of Canada

at Ottawa this. 2.0. day of ... July ... 2023. \_\_\_\_\_

The Honourable Marci len Minister for Women and Gender Equality

SIGNED on behalf of Alberta

at...Edmonton, Alberta.....

this...5.... day of...July.....2023.

The Honourable Tanya Fir Minister of Arts, Culture and Status of Women

For the Government of Alberta Approved Pursuant to the *Government Organization Act* 

Intergovernmental Relations, Executive Council

<u>14 JULY 2023</u> Date

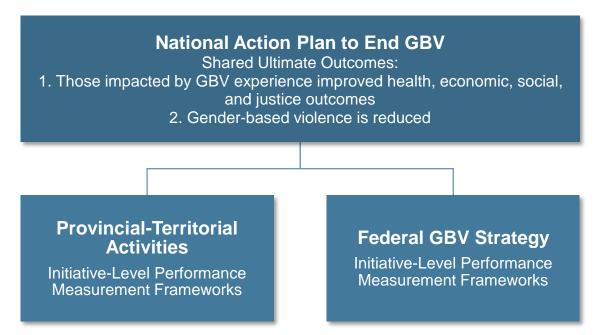
# ANNEX D

# NATIONAL ACTION PLAN TO END GENDER-BASED VIOLENCE EXPECTED RESULTS FRAMEWORK

This expected results framework will be reviewed annually.

# NATIONAL ACTION PLAN TO END GENDER-BASED VIOLENCE - ULTIMATE OUTCOMES

The following are the ultimate outcomes for the National Action Plan to End Gender-Based Violence (GBV). They represent the objectives of the Action Plan overall. Both Federal, Provincial and Territorial initiative-level expected results frameworks are aligned with said outcomes.



The following expected results framework is supported by provincial and territorial Implementation Plans. Where appropriate and feasible, Provincial and Territorial partners will collect disaggregated data to allow for the reporting of results across diverse populations. WAGE will report on annual national progress toward the National Action Plan to End GBV's objectives as well as the outcomes outlined below, in partnership with Provinces and Territories. Annual reports will focus on the collective contribution of Provincial and Territorial partners, as well as Federal actions. The goal of this expected results framework is to track progress towards the goals<sup>1</sup> of the National Action Plan to End GBV from a national perspective. This framework meets the commitment made by Federal, Provincial and Territorial Ministers in the National Action Plan to End GBV to develop a more fulsome expect results framework to monitor outcomes and impacts of initiatives.

Note that historically, incidences of gender-based violence were vastly underreported. Therefore, if the activities of the National Action Plan to End GBV are successful, there may be a temporary increase in the numbers reported through many of the indicators listed below, as victim/survivor confidence in the policing and judicial systems increases, as well as the availability of supports for those at risk of or experiencing GBV.

# **ANNUAL OUTPUTS**

The annual outputs report the national annual work on implementing initiatives under the National Action Plan to End GBV.

| Output   | Performance indicator                        | Data Source   | Responsibility               | Baseline  | Target   |
|--|--|---------------|------------------------------|---|--|
| O1 Programs,<br>resources, supports,<br>partnerships | [PI 1] # of resources delivered <sup>2</sup> | Annual Report | Provinces and<br>Territories | The baseline<br>will be set in<br>September<br>2024,<br>following the<br>first round of<br>progress<br>reporting. | The target will<br>be set once<br>the baseline<br>has been<br>established. |

<sup>&</sup>lt;sup>1</sup> The goals of the NAP to End GBV are: 1) Engage all people in Canada in changing the social norms, attitudes and behaviours that contribute to genderbased violence; 2) Address the social and economic determinants that contribute to and perpetuate gender-based violence; 3) Ensure anyone facing genderbased violence has reliable and timely access to culturally appropriate and accessible protection and services; and 4) Improve the health, social, economic, and justice outcomes of those impacted by gender-based violence.

<sup>&</sup>lt;sup>2</sup> Resources are products, programs or services stemming from funded activities. Examples include but are not limited to toolkits, guides, plans, communications tools, or counselling services.

| [PI 2] # of partnerships<br>established, by partner type <sup>3</sup> | Annual Report | Provinces and<br>Territories | The baseline<br>will be set in<br>September<br>2024,<br>following the<br>first round of<br>progress<br>reporting. | The target will<br>be set once<br>the baseline<br>has been<br>established. |
|---|---------------|------------------------------|---|--|
|---|---------------|------------------------------|---|--|

# SHORT-TERM OUTCOMES

The short-term outcomes monitor the extent to which initiatives through the National Action Plan to End GBV are reaching their intended audiences.

| Outcome  | Performance Indicator   | Data Source   | Responsibility               | Baseline   | Target  |
|--|---|---------------|------------------------------|--|---|
| [ER 1] Intended<br>audiences <sup>4</sup> have<br>access to resources,<br>programs, and<br>supports      | [PI 1.1] # of individuals<br>accessing <sup>5</sup> resources,<br>programs, and supports<br>provided by PT funding.   | Annual Report | Provinces and<br>Territories | The baseline<br>will be set in<br>September<br>2024, following<br>the first round<br>of progress<br>reporting. | The target will be<br>set once the<br>baseline has been<br>established. |
| [ER 2] Indigenous<br>people have access to<br>culturally relevant<br>resources, programs<br>and supports | [PI 2.1] % of projects<br>serving Indigenous<br>partners that reported<br>delivering resources,<br>programs and supports that<br>were culturally appropriate. | Annual Report | Provinces and<br>Territories | The baseline<br>will be set in<br>September<br>2024, following<br>the first round<br>of progress<br>reporting. | The target will be<br>set once the<br>baseline has been<br>established. |

<sup>&</sup>lt;sup>3</sup> A partner is defined as: organizations or individuals with whom the recipient organization has collaborations; this would generally feature meetings, joint outputs/documents, focus on specific issues, and would take place over a period of months or years. Partners include but are not limited to: Indigenous organizations; civil society organizations; private sector; academics; and women's and 2SLGBTQI+ equality-seeking organizations. They may be formal, through a signed agreement, or an informal collaboration.

<sup>&</sup>lt;sup>4</sup> Audiences, in this context, include: people experiencing, or at-risk of GBV and their families; perpetrators and/or potential perpetrators of GBV.

<sup>&</sup>lt;sup>5</sup> This does not necessarily refer to unique individuals.

| Indigenous led. |
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|-----------------|

## **MEDIUM-TERM OUTCOMES**

These outcomes monitor how the initiatives funded through the National Action Plan to End GBV are able to change perceptions and understanding over time, and whether intended audiences are applying what they learn from funded activities.

"GBV-related knowledge/awareness" is a broad category of knowledge and skills that can be used to prevent GBV, support people impacted, or at risk of experiencing GBV, or help victims/survivors of GBV recover. Examples of GBV-related knowledge/awareness include:

Pillar 1 – addressing gaps in awareness related to GBV programs and services in communities.

Pillar 2 - Promote population-specific and evidence-informed public awareness campaigns to prevent GBV.

Pillar 4 - Invest and partner with Indigenous-led organizations and communities to develop public education, create awareness and increase public and government accountability to address systemic racism and discrimination experienced by Indigenous Peoples, highlighting the significant contributions of Indigenous women, girls, and 2SLGBTQQIA+ people.

Pillar 5 - supporting awareness and programs to change social norms and attitudes to strengthen equity and considering the unique experiences and needs of 2SLGBTQI+ people.

For more information on the pillars, please visit the National Action Plan to End Gender-based Violence website.

| Outcome   | Performance<br>indicator | Data Source  | Responsibility          | Baseline   | Target   |
|---|--------------------------|--|-------------------------|--|--|
| [ER 3] Individuals have<br>the mindset <sup>6</sup> to prevent<br>and address GBV |                          | Statistics Canada -<br>Survey of Safety in<br>Public and Private<br>Spaces | Government of<br>Canada | People who report<br>sexual assault are<br>almost always<br>telling the truth<br>(disagree): | People who report<br>sexual assault are<br>almost always<br>telling the truth<br>(disagree): |

<sup>&</sup>lt;sup>6</sup> A person's way of thinking, their perceptions and understanding of GBV issues.

| behaviour<br>statements related<br>to gender-based<br>violence | <ul> <li>Women - 10%</li> <li>Men - 16%</li> <li>Violence between<br/>partners can be<br/>excused if people<br/>get so angry, they<br/>lose control (agree):</li> <li>Women - 6%</li> <li>Men - 9%</li> <li>It is understandable<br/>that someone will<br/>react violently if<br/>they suspect their<br/>partner of having an<br/>affair (agree):</li> <li>Women - 16%</li> <li>Men - 20%</li> <li>People have the<br/>right to check who<br/>their partner has<br/>been calling or<br/>texting at all times<br/>(agree):</li> <li>Women - 18%</li> <li>Men - 27%</li> <li>Women - less than<br/>10%</li> <li>Men - less than<br/>10%</li> </ul> |
|--|--|
|--|--|

|   | [PI 3.2] % of<br>individuals that<br>experienced GBV<br>through physical or<br>sexual violence in<br>the past 12 months,<br>who were made to<br>feel that they were to<br>blame for the<br>incident by victim<br>services | Statistics Canada -<br>Survey of Safety in<br>Public and Private<br>Spaces | Government of<br>Canada      | Intimate Partner:<br>Female - 4.3%<br>Male - N/A<br>Non-Intimate<br>Partner:<br>Female - 8.3%<br>Male - N/A | Intimate Partner:<br>Female - less<br>than 4%<br>Male - N/A<br>Non-Intimate<br>Partner:<br>Female - less<br>than 8%<br>Male - N/A |
|---|---|--|------------------------------|---|---|
| [ER 4] Intended<br>audiences' GBV-<br>related awareness to<br>prevent and address<br>GBV is increased | [PI 4.1] % of<br>stakeholders <sup>7</sup><br>reporting that their<br>GBV-related<br>awareness has<br>increased as a result<br>of new initiatives   | Annual Report  | Provinces and<br>Territories | The baseline will be<br>set in September<br>2024, following the<br>first round of<br>progress reporting.    | The target will be<br>set once the<br>baseline has been<br>established.   |
| [ER 5] Indigenous<br>partners have the<br>capacity to prevent and<br>address GBV.                     | [PI 5.1] % of<br>Indigenous partners<br>that reported an<br>increase in capacity<br>to prevent and<br>address GBV.  | Annual Report  | Provinces and<br>Territories | The baseline will be<br>set in September<br>2024, following the<br>first round of<br>progress reporting.    | The target will be<br>set once the<br>baseline has been<br>established.   |

## SHARED LONG-TERM OUTCOMES

Long-term outcomes have been developed to be able to monitor the impact that initiatives have had on people that have been impacted by or are at risk of experiencing GBV. Sources for the long-term indicators are at a population level.

<sup>&</sup>lt;sup>7</sup> Global Affairs Canada states that "Stakeholders include beneficiaries, intermediaries, implementers and donors as well as others such as an individual, group, institution, or government with an interest or concern – economic, societal, or environmental – in a particular measure, proposal, or event." <u>https://www.international.gc.ca/world-monde/funding-financement/rbm-gar/glossary-glossaire.aspx?lang=eng</u>

| Outcome   | Performance<br>indicator   | Data Source   | Responsibility          | Baseline  | Target   |
|---|--|---|-------------------------|---|--|
| [ER 6] People<br>impacted, or at risk of<br>GBV, and their families<br>are better supported | [PI 6.1] % of police-<br>reported incidents of<br>sexual violence, past<br>12 months   |   | Government of<br>Canada | 34,242 sexual assaults (level<br>1,2, and 3)<br>90 incidents per 100,000<br>population  | 1% decrease,<br>year-over-year   |
|   | [PI 6.2] % of<br>population aged 15<br>and over who self-<br>reported being<br>assaulted, in the<br>past 12 months, who<br>reported that they<br>did not use any<br>available services to<br>get help because<br>they felt<br>unsupported, by type<br>of assault (physical<br>or sexual) | Statistics Canada<br>- Survey of<br>Safety in Public<br>and Private<br>Spaces | Government of<br>Canada | Intimate Partner:<br>Female - 14.8%<br>Male - N/AIntimate Par<br>Female: less<br>10%<br>Male: N/ANon-Intimate Partner:<br>Female - 4.9%<br>Male - 6.8%Non-Intimate<br>Partner:<br>Female - les<br>4%<br>Male - less t<br>6% |  |
|   | [PI 6.3] % of<br>population aged 15<br>and over who self-<br>reported violent<br>victimization, in the<br>past 12 months, who<br>reported contacting<br>or using any<br>services to get help<br>who had a positive<br>outcome because of<br>this contact                                 | Statistics Canada<br>- Survey of<br>Safety in Public<br>and Private<br>Spaces | Government of<br>Canada | Women Men<br>Intimate<br>partner<br>Non-intimate<br>partner<br>85.0% N/A  | Intimate Partner:<br>Women: greater<br>than 90.0%<br>Men: N/A<br>Non-Intimate<br>Partner<br>Women: greater<br>than 87.0%<br>Men: N/A |

| [ER 7] Social and<br>economic determinants<br>that contribute to GBV<br>are improved | [PI 7.1] % of workers<br>in full-time jobs | Statistics<br>Canada: Labour<br>Force Survey | Government of<br>Canada | Female - 75.4%<br>Male - 87.6%                                |                |                               |                       |   |
|--|--|--|-------------------------|---|----------------|-------------------------------|-----------------------|---|
|  | [PI 7.2] % of women employees, by          | Statistics<br>Canada: Labour                 | Government of Canada    | Occupational<br>Classification                                | Male           | Female                        |                       | l progress<br>ls parity   |
|  | occupation group                           | Force Survey                                 |                         | Total, all occupations  | 52.5%          | 47.5%                         | betwee<br>Gende       | en the  |
|  |  |  |                         | Management occupations  | 64.6%          | 35.4%                         |                       |   |
|  |  |  |                         | Business, financ<br>and administration<br>occupations         |                | 67.7%                         |                       |   |
|  |  |  |                         | Natural and<br>applied sciences<br>and related<br>occupations | 75.6%          | 5 24.4%                       |                       |   |
|  | [PI 7.3] rate of reported family           | Uniform Crime<br>Reporting Survey            | Government of<br>Canada | All victims – 273 per 100,000 population                      |                |                               | Less than 270/100,000 |   |
|  | violence                                   |  |                         | Female victir<br>100,000 pop                                  |                | 63 per                        |                       |   |
|  |  |  |                         | Male victims<br>100,000 pop                                   | - 183          | per                           |                       |   |
|  |  | Canada:                                      | Government of<br>Canada | Living<br>arrangement   | Food<br>secure | Food<br>insecure,<br>marginal | in Feeluet            | -toF <b>pଙ</b> hiod<br>ion <sup>i¶</sup> ନି¢କାଡିd<br>rity <sup>severe</sup> |
|  |  | Community                                    |                         | Total, all living arrangements                                | 87.3%          | 4.0%                          | 5.7%                  | 3.0%  |
|  |  |  | Female living alone     | 83.8%   | 4.1%           | 7.4%                          | 4.7%                  |   |
|  |  |  | Male living<br>alone    | 83.3%   | 4.7%           | 6.3%                          | 5.7%                  |   |
|  |  |  |                         | Couple no children  | 94.3%          | 2.3%                          | 2.3%                  | 1.1%  |

|                                       |                        |                      | Couple with<br>child(ren) less<br>than 18 years<br>old<br>Female lone<br>parent with | 88.2%     | 4.4%    | 5.9%   | 1.4%                      |
|---------------------------------------|------------------------|----------------------|--|-----------|---------|--------|---------------------------|
|                                       |                        |                      | child(ren) less<br>than 18 years<br>old  | 66.9%     | 8.0%    | 16.3%  | 8.8%                      |
|                                       |                        |                      | Male lone<br>parent with<br>child(ren) less<br>than 18 years<br>old                  | 78.4%     | 5.3%    | 9.6%   | 6.7%                      |
|                                       |                        |                      | Other living arrangements  | 86.2%     | 4.5%    | 6.5%   | 2.8%                      |
| [PI 7.5] % of the Canadian population | Canada<br>Mortgage and | Government of Canada | Demographic<br>Characteristic  | Males     | Females |        | -to-period<br>ise in % of |
| in core housing need                  |                        |                      | Total, all characteristics   | 9.8%      | 11.4%   | popula | tion in core<br>g need    |
|                                       | Canadian               |                      | Non-immigrants   |           | 9.7%    |        | 0                         |
|                                       | Housing Survey         |                      | Immigrants   | 14.6%     | 16.6%   |        |                           |
|                                       |                        |                      | Visible minority population  | 17.2%     | 18.3%   |        |                           |
|                                       |                        |                      | Aboriginal Ident   | ity 18.5% | 21.0%   |        |                           |
|                                       |                        |                      | First Nations<br>(North Americar<br>Indian)  | n 21.7%   | 24.5%   |        |                           |
|                                       |                        |                      | Métis  | 12.8%     | 15.4%   |        |                           |
|                                       |                        |                      | Inuk (Inuit)   | 40.1%     | 39.4%   |        |                           |

# **ULTIMATE OUTCOMES**

Ultimate outcomes are the highest level of change and monitor how the initiatives funded through the National Action Plan to End GBV contribute to a change in state, conditions or wellbeing of ultimate beneficiaries. The population-level indicators for the ultimate

outcomes include those that were agreed to by the Federal, Provincial/Territorial Forum of Ministers responsible for the Status of Women and the remaining indicators reflect the breadth of outcomes identified in the results framework.

| Outcome  | Performance indicator  | Data Source  | Responsibility          | Baseline  | Target   |
|--|--|--|-------------------------|---|--|
| [ER 8] Gender-Based<br>Violence is reduced   | [PI 8.1] % of population<br>aged 15 and over who<br>self-reported<br>experiencing intimate<br>partner violence, past<br>12 months              | Statistics Canada -<br>Survey of Safety in<br>Public and Private<br>Spaces | Government of<br>Canada | All genders - 11.8%<br>Women - 12.1%<br>Men - 11.4% | Less than 12%.   |
|  | [PI 8.2] # of victims of<br>intimate partner<br>homicides  | Statistics Canada -<br>Homicide Survey                                     | Government of<br>Canada | All Genders – 90<br>Female – 77<br>Male – 22        | Year-on-<br>year<br>reduction of<br>the number<br>of victims |
|  | [PI 8.3] % of population<br>aged 15 and over who<br>self-reported being<br>sexually or physically<br>assaulted, past 12<br>months              | Statistics Canada -<br>Survey of Safety in<br>Public and Private<br>Spaces | Government of<br>Canada | All genders - 2.5%<br>Women - 3.6%<br>Men - 1.3%    | Less than<br>3%  |
|  | [PI 8.4] % of population<br>over 15 years of age<br>who suffered<br>psychological/<br>emotional abuse by a<br>partner in the past 12<br>months | Statistics Canada -<br>Survey of Safety in<br>Public and Private<br>Spaces | Government of<br>Canada | Female: 11.9%<br>Male: 11.2%                        | Less than<br>11%   |
| [ER 9] Those<br>impacted by GBV<br>experience improved<br>health, economic,<br>social, and justice | [PI 9.1] % of intimate<br>partner violence victims<br>who report good, very<br>good, or excellent<br>health                                    | Statistics Canada -<br>Survey of Safety in<br>Public and Private<br>Spaces | Government of<br>Canada | Female: 85.0%<br>Male: 87.1%                        | Greater<br>than 90%  |
| outcomes   | [PI 9.2] Debt-to-asset ratio, by family type   | Statistics Canada:<br>National Balance<br>Sheet Accounts                   | Government of<br>Canada | 177.1 (Note: Debt to disposable income ratio)       | Less than<br>175   |

|  | [PI 9.3] % of population<br>aged 15 and over who<br>experienced a sexual<br>assault in the past 12<br>months and said they<br>did not change their<br>behaviour as a result               | Statistics Canada -<br>Survey of Safety in<br>Public and Private<br>Spaces | Government of<br>Canada | Female: 31%<br>Male: 29.4%   | Period-on-<br>period<br>increase in<br>the<br>percentage<br>of victims<br>reporting no<br>behaviour<br>changes  |
|--|---|--|-------------------------|--|---|
|  | [PI 9.4] % of population<br>over aged 15 who<br>reported violent<br>victimization to the<br>police and who<br>indicated that speaking<br>to the police was worth<br>their time and effort | Statistics Canada -<br>Survey of Safety in<br>Public and Private<br>Spaces | Government of<br>Canada | Women Men<br>Intimate<br>partner<br>Non-<br>intimate<br>partner<br>71.8%<br>78.3 | Intimate<br>Partner:<br>Women:<br>greater than<br>66.0%<br>Men: N/A<br>Non-Intimate<br>Partner<br>Women:<br>greater than<br>73.0%<br>Men: greater<br>than 80.0% |