

**CANADA – PRINCE EDWARD ISLAND AGREEMENT  
ON FRENCH-LANGUAGE SERVICES  
2005-06 – 2008-09**

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**THIS AGREEMENT** was concluded in English and in French  
this 7 day of March 2006.

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

**AND:**           **THE GOVERNMENT OF PRINCE EDWARD ISLAND**, hereinafter called  
“Prince Edward Island”, represented by the Minister responsible for Acadian and  
Francophone Affairs of Prince Edward Island.

**WHEREAS** English and French are the official languages of Canada, as recognized in the  
Constitution of Canada, the *Canadian Charter of Rights and Freedoms* and the *Official Languages Act*  
(Canada), and Canada acknowledges its responsibilities and commitments to them;

**WHEREAS** Prince Edward Island adopted the *French Language Services Act*, giving the public the  
right to use French in communicating with and receiving services from the government departments  
and agencies and committing to contribute to the development and enhancement of the province’s  
Acadian and Francophone community;

**WHEREAS** Canada believes that, according to its *Official Languages Act* and its official languages  
policy, it is important to cooperate 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 the two official language communities in  
Canadian society;

**WHEREAS** the Department of Canadian Heritage has the mandate on behalf 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 co-ordinated approach by federal  
institutions in pursuit of these objectives;

**WHEREAS**, within the framework of its *Action Plan for Official Languages* (hereafter called  
“Canada’s Action Plan”) announced on March 12, 2003, Canada identifies federal-provincial/territorial  
collaboration for English- or French-minority language service delivery as one of the priority areas to  
foster renewed vitality to the country’s linguistic duality;

**WHEREAS** Canada and Prince Edward Island wish to support, through this Agreement, a general  
framework for the planning and implementation of various measures to increase the capacity of Prince  
Edward Island to deliver French-language services and support the development and vitality of the  
Acadian and Francophone community of Prince Edward Island;

**AND WHEREAS** Prince Edward Island, as a member of the Ministerial Conference on Francophone  
Affairs, agreed in 2002 to a series of principles to provide a supportive environment for life in French  
in Canada;

**THEREFORE**, in consideration of the mutual covenants of agreement herein contained in the  
Agreement on the continuation of a multi-year federal funding mechanism and collaboration  
framework to support French-language services planned and delivered by Prince Edward Island, the  
parties hereto agree as follows:

**1.     DEFINITIONS**

- a)     “Community” means a group of individuals who identify themselves as belonging to a  
structured or informal group centred on a shared Francophone or Acadian identity basis;

- b) “Federal Minister” means the Minister of Canadian Heritage or anyone authorized to act on his/her behalf;
- c) “Fiscal year” means the period commencing April 1 of any year and terminating March 31 of the year immediately following;
- d) “Provincial Government Institution” means any government body listed in the various schedules of the Financial Administration Act of Prince Edward Island;
- e) “Management Committee” means an administrative mechanism co-chaired and co-managed by the representatives designated by the signatories of the Agreement and created for the term of the Agreement to ensure its full implementation;
- f) “Ministers” means the Federal Minister, the Provincial Minister and any other ministers of Canada and Prince Edward Island involved in implementing this Agreement;
- g) “Official languages” means English and French;
- h) “Provincial Minister” means the Provincial Minister responsible for Acadian and Francophone Affairs or anyone authorized to act on his/her behalf;
- i) “Structuring Initiative” means a project or initiative intended to bring about a positive, structural and lasting change which will contribute to the development of the community..

## **2. PURPOSE OF THE AGREEMENT**

- 2.1 The purpose of this Agreement is to provide a multi-year federal funding mechanism and collaboration framework to strengthen the capacity of Prince Edward Island to implement the *French Language Services Act* by supporting the planning and provision of quality French-language services delivered by Prince Edward Island for the benefit of the Acadian and Francophone community of Prince Edward Island, and to support structuring initiatives aimed at contributing to its development as presented in the strategic plan set out in Schedule B of this Agreement.

## **3. PURPOSE OF THE CONTRIBUTION**

- 3.1 Subject to the provisions of this Agreement, Canada agrees to pay a portion of the eligible expenditures incurred by Prince Edward Island to implement its strategic plan (Schedule B).
- 3.2 For the purposes of this Agreement, Prince Edward Island’s strategic plan (Schedule B) includes:
  - 3.2.1 a preamble describing:
    - a) the general orientations, objectives and priorities of the province for 2005-06 to 2008-09;
    - b) the level of community involvement in the development of the strategic plan;
    - c) the actions reflecting overall provincial government priorities;
    - d) the strategy the province will use to implement the strategic plan and the data sources that will be used to measure the expected results;
    - e) examples of French-language services integrated within the provincial public service; and
    - f) other special considerations, as required.
  - 3.2.2 a table describing:
    - a) the expected results up to 2008-09;
    - b) the strategies, initiatives and measures that will be undertaken to achieve these results;
    - c) the performance indicators selected to measure progress; and
    - d) the breakdown by objective of eligible forecasted expenditures and the respective contributions from both levels of government.

## **4. MAXIMUM AMOUNT OF THE CONTRIBUTION OF CANADA**

- 4.1 Subject to the appropriation of funds by Parliament, to the maintenance of current and forecasted budget levels to March 31, 2009, of the Development of Official-Language Communities Program, Community Life Component, and to the terms of this Agreement, Canada agrees to contribute to the eligible expenses incurred by Prince Edward Island in implementing its strategic plan (Schedule B) for the purposes described in Section 2 of the Agreement as follows:

4.1.1 for 2005-06 and 2006-07, an amount not to exceed the lesser of one million three hundred and eighty thousand dollars (\$1,380,000) or 55 percent of the total eligible expenses incurred for each fiscal year; for 2007-08, an amount not to exceed the lesser of one million five hundred sixty two thousand and five hundred dollars (\$1,562,500) or 57 percent of the total eligible expenses incurred for that fiscal year; and for 2008-09, an amount not to exceed the lesser of one million five hundred and sixty two thousand and five hundred dollars (\$1,562,500) or 56 percent of the total eligible expenses incurred for that fiscal year.

2005-06	\$1,380,000
2006-07	\$1,380,000
2007-08	\$1,562,500
2008-09	\$1,562,500

#### 4.2 Special Project Funding

For each fiscal year of this Agreement, Canada may provide Prince Edward Island with financial support, over and above the amount identified in paragraph 4.1 of this Agreement, for one-time measures and projects proposed by Prince Edward Island subject to approval by Canada. These measures and projects will be included in a document to be attached to Prince Edward Island's strategic plan (Schedule B) and will form an integral part thereof. This document will include the following information on the measure or project: title, duration, objectives, expected results, total forecasted budget, federal contribution, and provincial contribution.

4.3 For 2005-06 and 2006-07, Canada agrees to contribute one hundred and eighty-two thousand and five hundred dollars (\$182,500) for eligible expenses incurred in each fiscal year for the implementation of the following projects: Centre Belle-Alliance: \$100,000 and Community Support – Rustico and Deblois: \$82,500. A description of these projects is included in Schedule D of this Agreement.

4.4 Subject to the appropriation of funds by the Legislative Assembly of Prince Edward Island and the maintenance of current and forecasted budget levels within the participating government institutions of Prince Edward Island, Prince Edward Island agrees to contribute to the eligible expenses under the terms of its strategic plan (Schedule B) for 2005-06 to 2008-09.

4.5 The administrative procedures and conditions governing the payment of Canada's contribution are included in Schedule A of this Agreement.

### 5. **ELIGIBLE EXPENSES**

5.1 For the purposes of this Agreement, eligible expenses may include, among others, expenditures related to the planning, study, research, development and implementation of the activities supporting Prince Edward Island's strategic plan (Schedule B).

### 6. **COORDINATION**

6.1 The Federal Minister and the Provincial Minister shall each appoint a senior official who will co-chair the Management Committee.

6.2 Management Committee members may designate an official to replace them at meetings and may also call upon other federal or provincial departments as needed.

6.3 The Management Committee shall meet at least once a year to, among others:

- a) review the strategic plan to ensure that the objectives are being achieved and that the operating mechanisms are efficient;
- b) meet representatives of other federal and provincial departments or agencies or other appropriate individuals in order to encourage the collaboration and participation of all concerned;

- c) approve the report on outputs and actual expenditures and evaluations mentioned in this Agreement, as well as other documents presented by Prince Edward Island in accordance with the present Agreement and, if necessary, modifications to the strategic plan (Schedule B);
- d) ensure that the other duties or tasks set out in this Agreement or assigned by the ministers are performed;
- e) ensure that these undertakings are completed with diligence and within a timeframe considered satisfactory by both parties.

## **7. APPROVED ACTIONS/MEASURES AND BUDGETS**

- 7.1 Canada and Prince Edward Island agree that the contributions referred to in paragraphs 4.1 and 4.2 of this Agreement apply only to the actions/measures described in Prince Edward Island's strategic plan (Schedule B), based on the federal and provincial budget breakdown included in the Agreement.

## **8. ACCOUNTABILITY**

- 8.1 Canada and Prince Edward Island agree that they must be accountable to Parliament, the Legislative Assembly of Prince Edward Island and the general public for the proper use of funds provided under this Agreement and the results achieved by these investments. Consequently, Prince Edward Island agrees to provide Canada, in the six (6) months following the end of each fiscal year, with a certified final report on the outputs achieved during the previous fiscal year by Prince Edward Island and on the actual expenditures incurred by the province for the same period.
- 8.2 The requirements pertaining to the submission and acceptance of the certified final report on outputs and actual expenditures are described in Section 3 of Schedule A of this Agreement.

## **9. INFORMATION TO THE PUBLIC**

- 9.1 Canada and Prince Edward Island agree to make the text of this Agreement and its schedules available to the Canadian public, in particular on their respective Websites, within a reasonable timeframe following the signature of this Agreement.
- 9.2 Prince Edward Island agrees to make available to the public copies of certified final report on outputs and actual expenditures as part of this Agreement after these documents have been accepted by Canada. To obtain copies, interested individuals may contact Prince Edward Island as provided by paragraph 21.2 of this Agreement.
- 9.3 Prince Edward Island agrees to give recognition to Canada's participation when conducting publicity or organizing public events concerning the measures for which financial assistance was provided by Canada. For the purpose of this Agreement, publicity includes, without being limited to, news releases and provincial departmental and agency reports, and public events including news conferences, official openings and other such events. Prince Edward Island agrees to provide Canada with samples of these different kinds of publicity.
- 9.4 Canada and Prince Edward Island agree to share, at the time of its publication, any report on services in French that may be produced, to be used as complementary information.
- 9.5 Prince Edward Island agrees that all its communications with, and the publications made available to, the general public, in relation with this Agreement, will be in both official languages.

## **10. PARTNERSHIP**

- 10.1 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 Prince Edward Island.

**11. MEMBERS OF THE HOUSE OF COMMONS, THE SENATE OR THE LEGISLATIVE ASSEMBLY OF PRINCE EDWARD ISLAND**

11.1 No member of the House of Commons, the Senate nor the Legislative Assembly of Prince Edward Island may take part in the Agreement nor benefit from it in any way.

**12. FORMER FEDERAL PUBLIC OFFICE HOLDERS AND PUBLIC SERVANTS**

12.1 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 and Post-Employment Code for Public Office Holders* or the *Values and Ethics Code for the Public Service* may receive a direct benefit from this Agreement.

**13. COLLABORATION WITH OTHER PROVINCES AND TERRITORIES**

13.1 Canada and Prince Edward Island agree that it is important to explore opportunities for collaboration between Canada, Prince Edward Island and other provinces and territories for the provision of quality services in French and support to Acadian and Francophone community development.

**14. OTHER FEDERAL DEPARTMENTS (INTERDEPARTMENTAL COORDINATION)**

14.1 The Department of Canadian Heritage, in fulfilling its mandate to create and promote a concerted approach within federal institutions towards development of official-language communities and promotion of official languages, shall encourage these institutions to collaborate with their counterparts in Prince Edward Island on the implementation of services in French.

**15. LIABILITY OF CANADA**

15.1 Canada shall not be liable for any injury, including death, or for any loss or damage to the property of Prince Edward Island or anyone else, that occurs through the execution of this Agreement by Prince Edward Island, unless such injury, loss or damage is caused by the negligence, wilful misconduct or bad faith of Canada, the Minister of Canadian Heritage, their employees, officers or agents.

15.2 Canada disclaims itself from any liability in the event that Prince Edward Island 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.

**16. INDEMNIFICATION**

16.1 Prince Edward Island shall indemnify Canada, the Minister of Canadian Heritage and their employees, officers or agents, and release them from any liability for claims, losses, damages, expenses and costs related to any injury or death, or loss or damage to property caused or alleged to be caused by Prince Edward Island or its employees, officers or agents in carrying out the activities described in the Agreement.

**17. DISPUTE RESOLUTION**

17.1 In the event of a dispute arising under the terms of this Agreement, the parties agree to try to make a good faith attempt to settle the dispute. In the event that the parties cannot resolve the dispute through negotiation, they agree to submit to mediation. The parties will bear the cost of mediation equally.

**18. BREACH OF COMMITMENTS AND RECOURSE**

18.1 The following constitute breach of commitments:

18.1.1 Prince Edward Island directly or through its representatives, makes or made a false declaration or a misrepresentation to Canada; or

18.1.2 One of the conditions or commitments included in this Agreement has not been fulfilled.

18.2 In the event of breach of commitments, Canada will inform Prince Edward Island of the alleged breach of commitment and will give Prince Edward Island a reasonable time to remedy the alleged breach. If the breach is not remedied within the prescribed time, Canada may avail itself of one or more of the following remedies:

18.2.1 reduce Canada's contribution to Prince Edward Island and inform it accordingly;

18.2.2 suspend any payment of Canada's contribution, either with respect to amounts already owing or future payments;

18.2.3 rescind this Agreement and immediately terminate any financial obligation arising out of it;

18.2.4 by written demand, require repayment of amounts already paid that were spent contrary to the terms of this Agreement, the amount claimed becoming a debt owing to Canada as soon as the demand is made on Prince Edward Island. Prince Edward Island shall immediately comply with all written demands in this regard.

18.3 The fact that Canada 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 the Agreement or other applicable law.

## **19. ASSIGNMENT**

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

## **20. APPLICABLE STATUTES**

20.1 This Agreement shall be governed by and interpreted in accordance with the applicable statutes in Prince Edward Island.

## **21. COMMUNICATIONS**

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

Director, Prince Edward Island Office  
Department of Canadian Heritage  
119 Kent Street, Room 420  
BDC Tower  
Charlottetown, Prince Edward Island  
C1A 1N3

21.2 Any communication concerning this Agreement intended for Prince Edward Island shall be sent by mail to:

Director  
Acadian and Francophone Affairs  
Post Office Box 58  
Wellington, Prince Edward Island  
C0B 2E0

21.3 Any communication sent in this way shall be deemed to have been received after the time required for a letter to reach its destination.

**22. DURATION**

22.1 This Agreement binds Prince Edward Island and Canada for the period starting April 1, 2005, and ending on March 31, 2009, and all contributions to be provided by Canada in accordance with the provisions of this Agreement are to be applied to the measures implemented and the expenses incurred by Prince Edward Island in carrying out its strategic plan (Schedule B).

**23. AMENDMENT OR TERMINATION**

23.1 The parties may, with mutual written consent, amend or terminate this Agreement during the life of the said Agreement.

**24. DESCRIPTION OF THE CONTRIBUTION AGREEMENT**

24.1 This Agreement, including the following schedules that form an integral part of the Agreement 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. Prince Edward Island acknowledges having read this Agreement and agrees with the contents.

SCHEDULE A – Administrative Procedures and Conditions

SCHEDULE B – Prince Edward Island’s Strategic Plan

SCHEDULE C – Model - Certified final report on outputs and actual expenditures

SCHEDULE D – Special Project Approved in 2005-2006 and 2006-2007 – Centre Belle Alliance

SCHEDULE E – Special Project Approved in 2005-2006 and 2006-2007 – Projet d’appui communautaire à Rustico et à Deblois

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

**ON BEHALF OF CANADA**

**ON BEHALF OF PRINCE EDWARD ISLAND**

Beverley J. Oda

Elmer MacFadyen

\_\_\_\_\_  
The Honourable Beverley J. Oda  
Minister of Canadian Heritage  
and Status of Women

\_\_\_\_\_  
The Honourable Elmer MacFadyen  
Minister Responsible for Acadian and  
Francophone Affairs

**Witness**

**Witness**

Joanne McNamara

Gayle Roberts

\_\_\_\_\_  
(name in capital letters)

\_\_\_\_\_  
(name in capital letters)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**ADMINISTRATIVE PROCEDURES AND CONDITIONS**

**1. PAYMENT TERMS**

1.1 Strategic Plan

1.1.1 Canada's contributions to Prince Edward Island's strategic plan (Schedule B), referred to in paragraph 4.1 of this Agreement, shall be paid as follows:

- (a) an initial advance payment representing approximately one half (50 percent) of Canada's contribution for fiscal year 2005-06 shall be made upon receipt and acceptance of Prince Edward Island's strategic plan (Schedule B), signing of this Agreement and if all requirements for the previous payments have been met;
- (b) for each subsequent fiscal year, a first advance payment representing approximately one half (50 percent) of Canada's contribution for that year shall be made on or about April 15 upon receipt and acceptance by Canada, if necessary, of an updated strategic plan (Schedule B) and if all requirements for the previous payments have been met;
- (c) for each fiscal year of the Agreement, a second and final advance payment, not exceeding the balance of Canada's contribution for that year, shall be made upon receipt and acceptance of:
  - i) a certified final report on outputs and actual expenditures for the previous fiscal year except for the first year of this Agreement; and
  - ii) a certified interim financial statement reporting actual expenditures incurred by Prince Edward Island during the period ending September 30 of the current fiscal year; and
  - iii) an interim financial statement reporting anticipated expenditures projected by Prince Edward Island during the period between October 1 and ending March 31 of the current fiscal year.

1.2 Special Projects

Canada's contribution to Prince Edward Island for special projects, referred to in paragraph 4.2 of this Agreement, shall be paid as follows:

1.2.1 For one-year projects:

- (a) an initial advance payment representing approximately one half (50 percent) of Canada's contribution for that fiscal year shall be paid following approval of the Minister of Canadian Heritage;
- (b) a second and final advance payment, not exceeding the balance of Canada's contribution for that fiscal year, shall be paid after receipt and acceptance by Canada of:
  - i) a certified interim financial statement reporting actual expenditures incurred by Prince Edward Island during the period ending September 30 of the current fiscal year; and
  - ii) an interim financial statement reporting anticipated expenditures projected by Prince Edward Island during the period between October 1 and ending March 31 of the current fiscal year.

1.2.2 For multi-year projects:

- (a) an initial advance payment representing approximately one half (50 percent) of Canada's contribution for that first fiscal year shall be paid following approval of the Minister of Canadian Heritage;
- (b) for each subsequent fiscal year, a first advance payment representing approximately one half (50 percent) of Canada's contribution for that fiscal year shall be made on or about April 15, if all requirements for previous payments have been met;

- (c) for the first fiscal year of a multi-year project, a second and final advance payment, not exceeding the balance of Canada's contribution for that fiscal year, shall be paid after receipt and acceptance by Canada of:
  - i) a certified interim financial statement reporting actual expenditures made by Prince Edward Island during the period ending September 30 of the current fiscal year; and
  - ii) an interim financial statement reporting anticipated expenditures projected by Prince Edward Island during the period between October 1 and ending March 31 of the current fiscal year.
- (d) for each subsequent fiscal year, a second and final advance payment, not exceeding the balance of Canada's contribution for that year, shall be made upon receipt and acceptance by Canada of:
  - i) a certified final report on outputs and actual expenditures related to the special project for the previous fiscal year; and
  - ii) a certified interim financial statement reporting actual expenditures incurred by Prince Edward Island during the period ending September 30 of the current fiscal year; and
  - ii) an interim financial statement reporting anticipated expenditures projected by Prince Edward Island during the period between October 1 and ending March 31 of the current fiscal year.

1.3 For all special projects, Prince Edward Island agrees to provide Canada with a certified final report on outputs and actual expenditures related to the special project. Prince Edward Island agrees to provide this report no later than September 30 of the fiscal year that follows the last year of the special project.

1.4 The amounts to be paid by Canada to Prince Edward Island in accordance with this agreement shall be made within approximately thirty (30) business days once Canada accepts the documents referred to in section 1 of this schedule. This acceptance is conditional on the information contained in the said documents conforming to the terms and conditions of this Agreement and on Prince Edward Island acting on any issues raised by Canada, should the occasion arise.

## **2. TRANSFERS**

2.1 Prince Edward Island may transfer funds between measures for the same objective in order to meet the strategic plan (Schedule B) objectives, insofar as these transfers do not jeopardize the ability to achieve the expected results in the provincial strategic plan (Schedule B).

2.2 Canada and Prince Edward Island may agree to make transfers of funds between objectives in the strategic plan (Schedule B), subject to the provisions of paragraph 5.1 of this Agreement, insofar as these transfers do not jeopardize the ability to achieve the expected results in the strategic plan (Schedule B). Prince Edward Island must present Canada with such a request in writing no later than February 15 of the fiscal year in question. This request for a transfer of funds between objectives will be subject to the approval of the federal co-chair of the Agreement's Management Committee.

## **3. CERTIFIED FINAL REPORTS ON OUTPUTS AND ACTUAL EXPENDITURES**

3.1 Within six (6) months following the end of each fiscal year, it is agreed that, for the purposes of this Agreement, Prince Edward Island will present Canada with a final report, certified by a senior program officer and a senior finance officer duly authorized by Prince Edward Island, on the outputs for each fiscal year based on the indicators set out in the provincial strategic plan (Schedule B) and the actual expenses, as per subparagraph 1.1.1(c)i) of Schedule A of the Agreement. This report provided by Prince Edward Island will be made according to the requirements set out for the certified final report on outputs and actual expenditures, with the necessary adjustments. It will be accompanied by a cover letter that will provide an overall interpretation of Prince Edward Island's outputs and examples of the province's most significant achievements in relation to its objectives, as mentioned in its preamble (Schedule B).

- 3.2 Prince Edward Island agrees to provide its certified final report on outputs and actual expenditures for each fiscal year no later than September 30 of the following fiscal year.
- 3.3 Prince Edward Island 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 useful supporting documents. Prince Edward Island will provide financial statements and other documents provided for in this Agreement from time to time as required by Canada, and it will manage its financial affairs in accordance with generally accepted accounting principles and practices. For the purposes of this Agreement, Prince Edward Island 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.

#### **4. NATIONAL REPORT ON RESULTS**

- 4.1 Canada and Prince Edward Island agree that the Group of Officials Responsible for Francophone Affairs, as well as the Ministerial Conference on the Canadian Francophonie, shall constitute the multilateral forums for the development of the national report.
- 4.2 Prince Edward Island agrees to share information with Canada on best practices adopted to measure results. Prince Edward Island and Canada further agree to develop indicators to measure progress made towards agreed upon objectives, which could be integrated in strategic plans where and when appropriate.
- 4.3 The information mentioned in paragraph 4.2 of this Schedule will be incorporated into a report, which shall be produced and published by Canada during the third year of this Agreement.

#### **5. OVERPAYMENT**

- 5.1 The parties agree that, if payments made to Prince Edward Island under this Agreement exceed the amounts to which Prince Edward Island is entitled, the overpayment shall be returned to Canada, failing which Canada may reduce its future contributions to Prince Edward Island by an equivalent amount.

#### **6. FINANCIAL AUDITS**

- 6.1 The parties agree that Canada reserves the right to audit or to have an audit conducted of the accounts and records of Prince Edward Island in connection with the provisions of this Agreement to ensure compliance with these provisions, and Prince Edward Island agrees to make all records, documents and information relevant to this Agreement available to auditors who may need them. The scope and extent of financial audits, and the timing chosen to conduct them, will be determined by Canada, and, if needed, these audits may be conducted by Department of Canadian Heritage officials or its agents.
- 6.2 Canada agrees to inform Prince Edward Island of the results of any financial audit, and to pay to Prince Edward Island as soon as possible after the completion of the audit, any monies that the audit may show to be then due and owing to Prince Edward Island. Prince Edward Island agrees to pay to Canada, on being informed of the results of such financial audit, any monies that the audit may show to be then due and owing to Canada.

#### **7. EVALUATION**

- 7.1 Prince Edward Island is responsible for evaluating the measures funded under this Agreement and shall determine the scope of the evaluation and methodology and procedures to be used. Prince Edward Island shall provide Canada with a report on the measures evaluated.
- 7.2 Canada is responsible for evaluating the Community Life Component of the Development of Official-Language Communities Program. Prince Edward Island shall provide all relevant information necessary for this evaluation.
- 7.3 Canada and Prince Edward Island may agree on a joint evaluation for all or some of the measures funded under the Agreement. In such cases, the two parties shall fund the evaluation on an equal basis.

## **8. CONSULTATIONS**

- 8.1 Prince Edward Island has included in its strategic plan's preamble information on the level of community involvement in the development of its strategic plan (Schedule B).

**MODEL**  
**CERTIFIED FINAL REPORT ON OUTPUTS AND ACTUAL EXPENDITURES (FISCAL YEAR)**  
*Canada – Prince Edward Island Agreement on French-Language Services 2005-2006 to 2008-2009*

**GENERAL OBJECTIVE: Statement of the overall objective set by Prince Edward Island**

<b>Objective:</b>				
<b>PLANNED ACTION/MEASURES 2005-2006 TO 2008-2009</b>	<b>EXPECTED RESULTS (FISCAL YEAR IN QUESTION)</b>	<b>PERFORMANCE INDICATORS</b>	<b>OUTPUTS ATTAINED (FISCAL YEAR IN QUESTION)</b>	<b>ACTUAL EXPENDITURES TO MARCH 31, (FISCAL YEAR)</b>
				Federal: <u>Province:</u> <b>Total:</b>

Certified by: \_\_\_\_\_ (Senior Program Officer)

Date: \_\_\_\_\_

Certified by: \_\_\_\_\_ (Senior Financial Officer)

Date: \_\_\_\_\_

**DEVELOPPEMENT OF OFFICIAL-LANGUAGE COMMUNITIES PROGRAM  
CANADA-PRINCE EDWARD ISLAND AGREEMENT ON FRENCH LANGUAGE SERVICE  
2005-2006 TO 2008-2009**

**SPECIAL PROJECT APPROVED IN 2005-2006 AND 2006-2007**

In accordance with section 4.2 of the *Canada-Prince Edward Island agreement on French language service 2005-2006 – 2008-2009*, Canada will financially support the project described below.

**Project title**

Centre Belle-Alliance

**Duration**

From 2005-04-01 to 2007-03-31

**Objectives**

- To contribute to the vitality of the Acadian and francophone community of the Summerside region .
- To contribute to the success of the community component of the community-school centre of the Summerside region.
- To contribute to the socio-economic development of the residents of the Summerside region.
- To promote the bridging between the two official languages communities of the Summerside region.

**Expected results**

- To maintain a francization service for the youth of that region.
- To develop a community life in French, in particular sports and cultural activities as well as other sectors, for clients of all ages, including youth and seniors.
- To develop partnerships for adult education.

**Total annual forecasted budget**

133 350 \$

**Canada's annual contribution**

100 000 \$

**Prince Edward Island's annual contribution**

33 350 \$

**DEVELOPPEMENT OF OFFICIAL-LANGUAGE COMMUNITIES PROGRAM  
CANADA-PRINCE EDWARD ISLAND AGREEMENT ON FRENCH LANGUAGE SERVICE  
2005-2006 TO 2008-2009**

**SPECIAL PROJECT APPROUVED IN 2005-2006 AND 2006-2007**

In accordance with section 4.2 of the *Canada-Prince Edward Island agreement on French language service 2005-2006 – 2008-2009*, Canada will financially support the project described below.

**Project title**

Projet d'appui communautaire à Rustico et à Deblois

**Duration**

From 2005-04-01 to 2007-03-31

**Objectives**

- To contribute to the vitality of the acadian and francophone communities of the Rustico and West-Prince regions.
- To contribute to the success of educative pilot projects which aim to reinforce community activities.
- To contribute to the socio-economic development of the residents of those regions.
- To increase the visibility of the Acadian and francophone communities which are targeted in the project.
- To promote the bridging of the official language communities of these regions.

**Expected results**

- To establish a francization service for the youth of these regions.
- To develop a community life in French, in particular sports and cultural activities as well as other sectors, for clients of all ages, including youth and seniors.
- To develop partnerships for adult education.
- To support the implementation of the Vision project.

**Total annual forecasted budget**

110 000 \$

**Canada's annual contribution**

82 500 \$

**Prince Edward Island's annual contribution**

27 500 \$