AMENDMENT TO THE CANADA – NOVA SCOTIA AGREEMENT ON FRENCH-LANGUAGE SERVICES – 2005-2006 TO 2008-2009

THIS AMENDMENT was concluded in English and French on this 31st day of March 2006,

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF CANADA, hereinafter

called "Canada", represented by the Minister of Canadian Heritage,

AND: HER MAJESTY THE QUEEN IN RIGHT OF NOVA SCOTIA,

hereinafter called "Nova Scotia", represented by the Minister of Acadian

Affairs of Nova Scotia.

THE PRESENT AMENDMENT WITNESSES THAT, in consideration of the mutual convenants herein, the parties agree to amend the Agreement dated the 29th day of November 2005, as follows:

1. MAXIMUM AMOUNT OF THE CONTRIBUTION

Paragraph 4.1 of the Agreement is deleted and replaced by the following:

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 Nova Scotia in implementing its strategic plan (Schedule B) for the purposes described in Section 2 of this agreement, for the next four fiscal years (2005-06 to 2008-09), an amount not to exceed the lesser of five million dollars (\$5,000,000) or 50% of the total eligible expenses incurred each year, or:

\$995,000
\$1,305,000
\$1,300,000
\$1,400,000

2. PAYMENT TERMS

Paragraph 1.1 of Schedule 1 the Agreement is deleted and replaced by the following:

1.1 Strategic Plan

- 1.1.1 Canada's contributions to Nova Scotia's strategic plan (Schedule B), referred to in paragraph 4.1 of this agreement, shall be paid as follows:
 - (a) A first advance payment of five hundred and fifty thousand dollars (\$550,000) has been made to Nova Scotia for fiscal year 2005-06.
 - (b) For each subsequent fiscal year, a first advance payment representing approximately one half (50%) 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 this 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 made by Nova Scotia during the period ending September 30 of the current fiscal year and anticipated expenditures up to March 31 of the same fiscal year.

3. PRECEDENCE

All other clauses contained in the Agreement remain unchanged, and in the event of any inconsistencies, the provisions of this Amendment take precedence over those of the Agreement dated the 15th day of August 2005.

4. SCHEDULE

The attached Schedule 2 replaces the previous Schedule 2.

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

ON BEHALF OF CANADA	ON BEHALF OF NOVA SCOTIA
Josée Verner	Chris d'Entremont
The Honourable Josée Verner Minister of International Cooperation Minister for La Francophonie and Official Languages	The Honourable Chris d'Entremont Minister of Acadian Affairs
Witness	Witness
Denis Jolette	Vaughne Madden
Name in block letters	Name in block letters
Denis Jolette	Vaughne Madden
Signature	Signature
AND	
Beverley J. Oda	
The Honourable Beverley J. Oda Minister of Canadian Heritage and Status of Women	
Witness	
Joanne McNamara	
Name in block letters	
Joanne McNamara	

Signature