

**AMENDMENT TO THE CANADA – NEW BRUNSWICK  
COOPERATIVE AGREEMENT FOR THE NATIONAL COORDINATION OF  
INTERGOVERNMENTAL FRANCOPHONE AFFAIRS**

**Amendment** made on this 28<sup>th</sup> day of March 2006

**BETWEEN :** **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, hereinafter referred to as “Canada”, represented by the Minister of Canadian Heritage and Minister responsible for Status of Women

**AND :** **HER MAJESTY THE QUEEN IN RIGHT OF NEW BRUNSWICK**, hereinafter referred to as New Brunswick », represented by the Minister of Intergovernmental and International Relations.

**THE PRESENT AMENDMENT WITNESSES** that the parties, in consideration of the mutual covenants herein agree to amend the *Canada – New Brunswick Cooperative Agreement for the National Coordination of Intergovernmental Francophone Affaire*, executed on January 6, 2005, as follows:

**1. OBJECTIVE**

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

**1.1** The contribution is to financially support the project, *National Coordination of Intergovernmental Francophone Affairs* (more fully described in Appendix “A”) from 2004-2005 to 2006-2007 to increase the offering of French-language services by facilitating and improving intergovernmental cooperation and coordination of activities related to services provided in French amongst provincial and territorial governments within the framework of directions and decisions taken at the Ministerial conferences on Francophone Affairs.

**2. OBJECTIVE**

The following paragraph is added to the Agreement:

**1.2** The financial contribution identified in Paragraph 3.3 will be used to support the special project, *Sharing Tools on Best Practices for French-Language Service Delivery*, as described in Schedule B of this Agreement, and this project will be managed by New Brunswick from 2005-2006 to 2007-2008.

**3. CANADA’S CONTRIBUTION**

Paragraph 3.2 of the Agreement is deleted and replaced by the following:

**3.2** In addition to the funding made available under section 3.1, Canada may also provide a supplementary contribution for inter-provincial/territorial/regional or pan-Canadian projects. Parties will agree that projects of this nature are coordinated by the Office of National Coordination of Intergovernmental Francophone Affairs. These projects will be included in a document to be attached annually to this Agreement and will form an integral part thereof or, where appropriate, constitute an auxiliary agreement. Canada will require that such measures or projects be subject to financial statements, activity reports and evaluation mechanisms that are separate from those for the activity funded under this agreement.

#### **4. CANADA'S CONTRIBUTION**

The following paragraph is added to the Agreement:

**3.3** Subject to the appropriation of funds by Parliament, to the maintenance of the current and forecasted budget levels of the Development of Official Language Communities Program and to the terms of this Agreement, Canada agrees to contribute to the special project, *Sharing Tools on Best Practices for French-Language Service Delivery*, an amount of \$205,800 divided over three fiscal years in the following manner: \$68,000 in 2005-2006; \$92,800 in 2006-2007; and \$45,000 in 2007-2008.

#### **5. PAYMENTS**

The following paragraph is added to the Agreement:

**6.3** Canada's supplementary contribution referred to in Clause 3.3 shall be paid as follows:

- (a) New Brunswick recognizes that a first payment, representing one half (50%) of Canada's contribution for 2005-2006, was paid following approval by the Minister of Canadian Heritage;
- (b) for each subsequent fiscal year, the first advance payment representing one half (50%) of Canada's contribution for that year shall be made on or about April 15 on condition that the requirements for the previous payments have been met;
- (c) for the first 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 made upon receipt and acceptance by Canada of a certified interim financial statement reporting actual expenditures incurred for the period ending September 30 of the current year and anticipated expenditures up to March 31 of the same fiscal year;
- (d) for each subsequent fiscal year, a second and final advance payment, not exceeding the balance of Canada's contribution for that fiscal year, shall be made upon receipt and acceptance by Canada of:
  - i) a final report on results and a final certified report on actual expenditures for the special project for the previous fiscal year; and
  - ii) a certified interim financial statement reporting actual expenditures incurred by New Brunswick for the period ending September 30 of the current fiscal year and anticipated expenditures up to March 31 of the same fiscal year.

#### **6. ACCOUNTABILITY**

Paragraph 7.1 of the Agreement is deleted and replaced by the following:

**7.1** The parties recognize that the contribution made by Canada under this agreement is made to attain the objectives set out in Appendix A and to complete special projects, as described in Schedule B of the Agreement. To this end, New Brunswick agrees to provide Canada with financial statements and other related information each year that substantiates whether Canada's contributions are related to the costs incurred in implementing the objectives of this agreement.

**7. ACCOUNTABILITY**

The following paragraph is added to the Agreement:

**7.2** It is agreed that, within the six (6) months following the end of this agreement, New Brunswick will present to Canada a final report on results for fiscal year 2007-2008.

**8. DURATION**

Paragraph 24.1 of the Agreement is deleted and replaced by the following:

**24.1** This agreement binds New Brunswick and Canada for the period starting April 1, 2004 and ending March 31, 2008, and all contributions payable by Canada under the terms of this agreement shall be paid in accordance with the activities carried out and expenditures made by New Brunswick during the period from April 1, 2004 to March 31, 2008.

**9. PRECEDENCE**

All other clauses contained in the Agreement signed January 6, 2005, remain unchanged, and in the event of any inconsistencies, the provisions of the present amendment take precedence over those of the Agreement dated January 6, 2005.

**IN WITNESS WHEREOF**, the parties have signed this modification on the aforementioned date.

**ON BEHALF OF CANADA**

**ON BEHALF OF NEW BRUNSWICK**

Josée Verner

Percy Mockler

\_\_\_\_\_  
Minister of International Cooperation and  
Minister for La Francophonie and  
Official Languages

\_\_\_\_\_  
Minister of Intergovernmental and  
International Relations

**IN THE PRESENCE OF:**

**IN THE PRESENCE OF:**

Denis Jollette

Diane Thériault Michaud

\_\_\_\_\_  
Witness

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Witness

**AND**

Beverley J. Oda

\_\_\_\_\_  
Minister of Canadian Heritage and  
Status of Women

**IN THE PRESENCE OF:**

Joanne McNamara

\_\_\_\_\_  
Witness