

**CANADA - NEW BRUNSWICK AGREEMENT
ON THE EXPANSION PROJECTS OF THE SCHOOL AND COMMUNITY
CENTRES IN FREDERICTON AND SAINT JOHN
2005-06 TO 2007-08**

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FREDERICTON AND SAINT JOHN
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THIS AGREEMENT was concluded in English and French on this 28th 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 NEW BRUNSWICK, hereinafter called “New Brunswick”, represented by the Premier of New Brunswick.

WHEREAS English and French are the official languages of Canada, as recognized by the Constitution of Canada, as well as by the *Official Languages Act*, and whereas Canada recognizes its responsibilities and undertakings with respect to those languages;

WHEREAS section 23 of the *Canadian Charter of Rights and Freedoms* recognizes the right of Canadian citizens belonging to the English- or French-language minority in a province or territory to have their children educated in that language, at the elementary and secondary levels, where numbers of students warrant, and whereas this right includes, where the number of those children so warrants, the right to have them receive that instruction in minority language educational facilities provided out of public funds;

WHEREAS Canada is committed to enhancing the vitality of the official-language minority communities and to fostering the full recognition and use of both English and French in Canadian society, and whereas, in accordance with the *Official Languages Act*, the Minister of Canadian Heritage may, to this effect, take such measures, in particular, to encourage and assist provincial and territorial governments to provide members of the official-language minority communities education in their own language and to provide opportunities for everyone to learn both English and French as a second language;

WHEREAS New Brunswick acknowledges that the concept of additional costs, as recognized by the Protocol, constitutes one of the premises on which Canada bases its financial support to New Brunswick;

WHEREAS education is under provincial jurisdiction;

WHEREAS New Brunswick, in the context of its responsibility for education, provides education in French in the province in accordance with section 23 of the *Canadian Charter of Rights and Freedoms* and its spirit, and instruction in French as a second language;

WHEREAS it is the responsibility of New Brunswick to determine the objectives, define the contents, set priorities and evaluate its programs in French first-language education and French second-language instruction;

WHEREAS Canada, in its Action Plan for Official Languages, hereinafter called “Canada’s Action Plan”, released on March 12, 2003, identifies minority language education as one of its priorities to provide new impetus to linguistic duality in the country;

WHEREAS New Brunswick acknowledges Canada’s Action Plan;

WHEREAS Canada, in the *Protocol for Agreements for Minority-Language Education and Second-Language Instruction 2005-2006 to 2008-2009 between the Government of Canada and the Council of Ministers of Education, Canada* (CMEC), hereinafter called “Protocol”, concluded on November 3, 2005, reserves the right to approve complementary contributions in addition to the regular and additional funds identified in the Protocol to support measures encompassing among other things infrastructure projects and cultural enrichment projects in minority language education at all levels of instruction;

WHEREAS Canada and New Brunswick acknowledges the importance of school and community centres in the development of the Acadian and Francophone communities in New Brunswick;

WHEREAS the *Memorandum of Understanding between Canada and New Brunswick Regarding Expansion Projects of the Centre communautaire Sainte-Anne, Fredericton, and the Centre scolaire-communautaire Samuel-de-Champlain, Saint John*, signed on November 19, 2005, establishes the federal and provincial contributions regarding the projects and a commitment from both parties to negotiate a bilateral agreement confirming the terms of their cooperation;

AND WHEREAS Canada and New Brunswick, in accordance with the terms of this agreement, are prepared to allocate funds to support the expansion projects of the school and community centres in Fredericton and Saint John;

THEREFORE, this agreement confirms that the parties hereto agree as follows:

1. DEFINITIONS

1.1 The following definitions apply to this agreement.

“Protocol” refers to the collaboration agreement between the Department of Canadian Heritage and CMEC encompassing the bilateral agreements with the provinces and territories relative to minority language education and second-language instruction in Canada.

“Regular programs” refers to the measures described in New Brunswick’s action plan that are carried out in the maintenance and improvement of programs in French first-language education and French second-language instruction at all levels of instruction.

“Regular funds” refers to the financial assistance provided by Canada to fund regular programs.

“Additional strategies” refers to the measures described in New Brunswick’s action plan and implemented under Canada’s Action Plan.

“Additional funds” refers to the financial assistance provided by Canada to fund additional strategies.

“Complementary contribution(s)” refers to financial assistance provided by Canada to fund initiatives that set out to support the attainment of the objectives of Canada’s Action Plan and the Protocol’s priorities and that are complementary to the regular programs and additional strategies of the province.

“Minority language” and “second language” refer to the two official languages of Canada: English and French. “Second language” means the second official language, either English or French. In the context of New Brunswick, minority language refers to French, and second language refers to French.

“Education” and “instruction”, unless otherwise specified, refer to all levels of the educational system - elementary, secondary, post-secondary (colleges and universities) and adult education - according to the definition generally accepted by Statistics Canada or agreed upon by Canada and New Brunswick.

“Certified Financial Statement(s)” refers to one or more financial statements that are certified by a person duly authorized by New Brunswick. For each reporting period, these financial statements present, by budgetary item, the budget for the projects funded under this agreement, the income sources and all expenses incurred by the province, including any expenses incurred after the signing of this agreement. The financial statements are prepared according to generally accepted accounting principles.

“Year” or “fiscal year”, unless otherwise specified, refers to the period beginning April 1 and ending March 31.

“School year”, unless otherwise specified, refers to the period beginning July 1 and ending June 30.

2. PURPOSE OF THE AGREEMENT

2.1 The purpose of this agreement is to establish a cooperation framework between Canada and New Brunswick for 2005-06 to 2007-08 to support the expansion projects of the school and community centres in Fredericton and Saint John in New Brunswick, as described in Schedules 2 and 3 of this agreement. These projects are designed to meet the educational needs in French, at the primary and secondary levels, and the developmental needs of the Acadian and Francophone communities in the Fredericton and Saint John regions.

3. PURPOSE OF THE CONTRIBUTION

3.1 Subject to the provisions of this agreement, Canada is prepared to meet a portion of the eligible expenses incurred by New Brunswick to implement the expansion projects of the school and community centres in Fredericton and Saint John.

3.2 In accordance with section 2, Canada and New Brunswick agree that Canada’s complementary contribution shall be used for:

3.2.1 the construction and redevelopment of community spaces of the Centre communautaire Sainte-Anne in Fredericton; and

3.2.2 the construction and redevelopment of community spaces of the Centre scolaire-communautaire Samuel-de-Champlain in Saint John.

4. MAXIMUM AMOUNT OF CONTRIBUTION

4.1 Subject to the appropriation of funds by Parliament, to the maintenance of current forecasted budgetary levels to March 31, 2008, for the *Development of Official-Language Communities* Program, *Minority Language Education* Component, and the terms and conditions of this agreement, Canada agrees to contribute to the eligible expenses incurred for the purposes set out in section 2. The total cost of the expansion projects of the school and community centres in Fredericton and Saint John is twenty-seven million eight hundred and twenty-three thousand five hundred and eighteen dollars (\$27,823,518). Canada agrees to make a maximum contribution of ten million dollars (\$10,000,000) toward the total actual eligible expenses incurred by New Brunswick.

4.2 Canada’s total contribution to the two projects shall be distributed as follows:

| | |
|---------|-------------|
| 2005-06 | \$4,000,000 |
| 2006-07 | \$2,500,000 |
| 2007-08 | \$3,500,000 |

4.3 Canada’s total contribution represents a maximum amount of six million one hundred thousand dollars (\$6,100,000) for the community centre in Fredericton and a maximum amount of three million nine hundred thousand dollars (\$3,900,000) for the school-community centre in Saint John.

4.4 Canada and New Brunswick agree that the contribution provided by Canada for each of the two projects may not be transferred from one project to another.

4.5 Canada and New Brunswick recognize that Canada’s financial contribution for a given year shall be provided to support the measures implemented during that period.

4.6 The complementary contribution identified in subsection 4.1 shall be paid in addition to the regular and additional funds paid to New Brunswick under the *Canada – New Brunswick Agreement on French First-Language Education and French Second-Language Instruction – 2005-06 to 2008-09*, and shall be subject to separate accountability measures. Canada and New Brunswick agree that the complementary contribution approved under this agreement shall be included in the calculation of the total funding awarded to New Brunswick under Canada’s Action Plan.

4.7 Subject to the appropriation of funds by the Legislative Assembly of New Brunswick and the maintenance of current and forecasted budgetary levels for the Department of Intergovernmental and International Relations, New Brunswick agrees to contribute to the eligible expenses incurred under the terms of this agreement. New Brunswick's total contribution for both projects represents the amount of seventeen million nine hundred and eighty-eight thousand five hundred and eighteen dollars (\$17,988,518) and shall be distributed as follows:

| | |
|---------|--------------|
| 2005-06 | \$5,000 |
| 2006-07 | \$11,358,200 |
| 2007-08 | \$6,460,318 |

4.8 New Brunswick's total contribution represents an amount of five million nine hundred and thirty-five thousand dollars (\$5,935,000) for the school-community centre in Saint John and eleven million eight hundred and eighty-eight thousand five hundred and eighteen dollars (\$11,888,518) for the community centre in Fredericton. The provincial contribution for the Fredericton centre includes two million dollars (\$2,000,000) for the acquisition of land.

4.9 The administrative terms and conditions governing the payment of Canada's financial contribution are set out in Schedule 1.

5. ELIGIBLE EXPENSES

5.1 For the purposes of this agreement, eligible expenses may include, among others, expenditures related to professional fees, construction, redevelopment, preparation of plans and specifications, and essential furniture and equipment.

6. APPROVED STRATEGIES AND BUDGETS

6.1 Canada and New Brunswick agree that the complementary contribution referred to in subsection 4.1 shall apply only to the expansion projects of the school and community centres in Fredericton and Saint John, based on the federal and provincial budgetary breakdown set out in Schedule 3 of this agreement.

7. ACCOUNTABILITY

7.1 Canada and New Brunswick agree that they must be accountable to Parliament, the provincial legislature and the general public for the proper use of funds provided under this agreement and for the results achieved by these investments. Consequently, New Brunswick agrees to provide Canada with the financial statements required for each year covered by this agreement and with the report on outcomes at the end of the last year covered by this agreement.

7.2 The requirements pertaining to the submission and acceptance of financial statements and of the report on outcomes are described in sections 1 and 2 of Schedule 1.

8. TENDERS

8.1 Before awarding any contracts for the implementation of the projects included in this agreement, New Brunswick shall publish a call for tenders in one or several English- and French-language newspapers.

9. DESCRIPTION OF PROJECTS, ESSENTIAL FURNITURE AND EQUIPMENT

9.1 Before awarding a contract, and for each of the two projects included under this agreement, New Brunswick shall submit for Canada's approval a description of the project, plans and specifications and a schedule of work, and shall have completed, to the satisfaction of Canada, the environmental assessments prescribed in section 11, in accordance with the *Canadian Environmental Assessment Act*.

9.2 The community spaces of the community centre in Fredericton and the school-community centre in Saint John shall be fully operational no later than March 31, 2008.

9.3 New Brunswick shall ensure that the new facilities are accessible to the disabled.

9.4 For the purposes of this agreement, “essential furniture and equipment” means the furniture and equipment needed for the operation and maintenance of the building and the land that are usually and reasonably provided for in such institutions in New Brunswick, excepting perishables.

10. DISPOSAL OF ASSETS

10.1 For any asset purchase (furniture, equipment, automotive equipment, buildings, etc.) that has a cost of over \$1,000, New Brunswick shall preserve and maintain the assets acquired with the contribution funds of this agreement and use them for the purposes of the funded activities for a period of five years following the expiry or termination of this agreement, unless:

10.1.1 written exemption from this requirement is obtained from Canada;

10.1.2 Canada authorizes the disposal of the assets;

10.1.3 the assets must be replaced on account of wear; or

10.1.4 the assets must be replaced on account of obsolescence.

11. ENVIRONMENTAL ASSESSMENT

11.1 New Brunswick recognizes Canada’s environmental assessment obligations and undertakes to provide Canada with an environmental assessment in accordance with the *Canadian Environmental Assessment Act* for each of the two projects included in this agreement.

11.2 New Brunswick shall respect any municipal, provincial and federal statutes and regulations related to the protection of the environment.

12. PARTNERSHIP

12.1 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 New Brunswick.

13. ACCESS TO PREMISES

13.1 New Brunswick shall allow the Minister of Canadian Heritage or her representatives to visit the premises where the activities funded under this agreement are being carried out.

14. MEMBERS OF THE HOUSE OF COMMONS, THE SENATE AND THE LEGISLATIVE ASSEMBLY OF NEW BRUNSWICK

14.1 No member of the House of Commons, the Senate or the Legislative Assembly of New Brunswick may take part in this agreement or benefit from it in any way.

15. FORMER FEDERAL PUBLIC OFFICE HOLDERS AND PUBLIC SERVANTS

15.1 No official or employee of Canada shall be admitted to share in this agreement nor to any benefit arising from this agreement 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.

16. LIABILITY OF CANADA

16.1 Canada shall not be liable for any injury, including death, or for any loss or damage to the property of New Brunswick or anyone else, that occurs through the execution of this agreement by New Brunswick unless such injury, loss or damage is caused by the negligence, willful misconduct or bad faith of Canada, the Minister of Canadian Heritage, or their employees, officers or agents.

16.2 Canada disclaims itself from any liability in the event that New Brunswick concludes a loan, rent-to-own contract or other long-term contract involving the projects for which the contribution is granted in this agreement.

17. INDEMNIFICATION

17.1 New Brunswick shall indemnify Canada, the Minister of Canadian Heritage and their employees, officers or agents and release them from any liability for claims, losses, damages, costs and expenses related to any injury or death or loss of or damage to property caused by New Brunswick or its employees, officers or agents in carrying out the projects described in this agreement.

18. DISPUTE RESOLUTION

18.1 In the event of a dispute arising under the terms of this agreement, the parties agree 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 shall bear the cost of mediation equally.

19. BREACH OF COMMITMENTS AND RECOURSE

19.1 The following constitute breach of commitments:

19.1.1 New Brunswick, directly or through its representatives, makes or made a false declaration or a misrepresentation to Canada; or

19.1.2 One of the conditions or commitments included in this agreement has not been fulfilled.

19.2 In the event of breach of commitments, Canada may avail itself of one or more of the following remedies:

19.2.1 reduce Canada's contribution to New Brunswick and inform it accordingly;

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

19.2.3 rescind this agreement and immediately terminate any financial obligation arising therefrom;

19.2.4 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 the Crown as soon as the demand is made on New Brunswick. New Brunswick shall immediately comply with all written demands.

19.3 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 this agreement or other applicable law.

20. ASSIGNMENT

20.1 This agreement, or any benefit hereunder, may not be assigned without prior written approval from Canada.

21. APPLICABLE STATUTES

21.1 This agreement shall be governed by and interpreted in accordance with the applicable statutes of New Brunswick.

22. COMMUNICATIONS

22.1 Any communication concerning this agreement intended for Canada shall be sent by mail to:

Department of Canadian Heritage
Gatineau, Quebec K1A 0M5

Attention of:
Director General, Official Languages Support Programs

22.2 Any communication concerning this agreement intended for New Brunswick shall be sent by mail to:

Minister of Intergovernmental Affairs
Province of New Brunswick
Post Office Box 6000
Fredericton, New Brunswick E3B 5H1

Attention of:
Director, Francophonie and Official Languages

23.3 Any notice, information or document required under this agreement shall be deemed given if it is delivered, sent by facsimile, email or mail. Any notice delivered, sent by facsimile or email shall be deemed to have been received one working day after it is sent; any notice that is mailed shall be deemed to have been received eight (8) working days after being mailed.

23. DURATION

23.1 This agreement shall take effect on the date on which it is signed by all the parties and shall terminate, barring its cancellation beforehand, one year (365 days) after the expiry of the period of activities mentioned in subsection 23.2.

23.2 Subject to subsection 23.3, all contributions to be paid by Canada in accordance with the provisions of this agreement shall apply only to the expenses related to the projects and incurred by New Brunswick for the period commencing on April 1, 2005 and ending on March 31, 2008.

23.3 Canada agrees that the period during which expenses can be charged against contributions for a given fiscal year may be extended to June 30 in order to take the school year into consideration. The period of activity set out in subsection 23.2 could therefore end on June 30, 2008.

23.4 All the obligations of New Brunswick shall survive, explicitly or by reason of their nature, the cancellation or expiry of this agreement, until they are discharged or until they expire.

24. AMENDMENT OR TERMINATION

24.1 The parties may, by mutual written consent, amend or terminate this agreement during the life of this agreement.

25. CONTENT OF AGREEMENT

25.1 This agreement, including the following schedules that form an integral part of this 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. The province acknowledges having read this agreement and agrees with the content.

SCHEDULE 1 – Administrative Terms and Conditions

SCHEDULE 2 – Description of Projects

SCHEDULE 3 – Estimated Eligible Costs, Schedule of Expenditures and Projected Contributions

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

ON BEHALF OF CANADA

Josée Verner

The Honourable Josée Verner
Minister of International Cooperation
Minister for La Francophonie and
Official Languages

Witness

Denis Jollette

Name in block letters

Denis Jollette

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

ON BEHALF OF NEW BRUNSWICK

Bernard Lord

The Honourable Bernard Lord
Premier and
Minister of Intergovernmental Affairs
of New Brunswick

Witness

Monique Cormier

Name in block letters

Monique Cormier

Signature

ADMINISTRATIVE TERMS AND CONDITIONS

1. TERMS OF PAYMENT

1.1. Canada's annual contribution set out in section 4 shall be paid in the following manner, for each of the two projects:

1.1.1 Year 1 (2005-06)

- a) A first advance payment, representing one half (50%) of Canada's contribution for 2005-06, shall be made following the signing of this agreement and the acceptance by Canada of the following documents:
 - i) the environmental assessment, in accordance with subsection 9.1 and section 11 of this agreement;
 - ii) copies of the contracts signed by the architect and/or the contractor;
 - iii) a list of the furniture and equipment to be purchased during 2005-06, if applicable;
 - iv) a schedule of work for 2005-06.
- b) A second and final advance payment, not exceeding the balance of Canada's contribution for 2005-06, shall be made following receipt and acceptance by Canada of the following documents:
 - i) in accordance with section 2 of this schedule, a certified interim financial statement demonstrating the actual expenditures made by New Brunswick during the period ending January 31, 2006, with supporting documents, as well as the expenditures projected until March 31, 2006;
 - ii) a revised version of Schedule 2, "Description of Projects", if applicable;
 - iii) a revised version of Schedule 3, "Estimated Eligible Costs, Schedule of Expenditures and Projected Contributions", if applicable; and
 - iv) a revised version of the schedule of work for 2005-06, if applicable.

1.1.2 Years 2 and 3 (2006-07 and 2007-08)

- a) A first advance payment, representing one half (50%) of Canada's contribution for the current year, shall be made on condition that the requirements for the previous payments have been met, and subject to the receipt and acceptance by Canada of the following documents:
 - i) a list of the furniture and equipment to be purchased during the current year, if applicable;
 - ii) a revised version of Schedule 2, "Description of Projects", if applicable;
 - iii) a revised version of Schedule 3, "Evaluation of Eligible Costs, Schedule of Expenditures and Projected Contributions", if applicable; and
 - iv) a revised version of the schedule of work for the current year, if applicable.
- b) A second and final advance payment, not exceeding the balance of Canada's contribution for the current year, shall be made following receipt and acceptance by Canada of the following documents:

- i) in accordance with section 2 of this schedule, a certified final financial statement demonstrating the actual expenditures made by New Brunswick during the period April 1 to March 31 of the previous year, with supporting documents;
- ii) in accordance with section 2 of this schedule, a certified interim financial statement demonstrating the actual expenditures made by New Brunswick during the period ending January 31 of the current year, with supporting documents, as well as the expenditures projected to March 31 of the current year;
- iii) a revised version of Schedule 2, “Description of Projects”, if applicable;
- iv) a revised version of Schedule 3, “Estimated Eligible Costs, Schedule of Expenditures and Projected Contributions”, if applicable; and
- v) a revised version of the schedule of work for the current year, if applicable.

1.2 The amounts to be paid by Canada to New Brunswick 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 New Brunswick acting on any issues raised by Canada, should the occasion arise.

2. FINANCIAL STATEMENTS, REPORT ON OUTCOMES AND RELEVANT DOCUMENTS

- 2.1 In accordance with section 1 of this schedule, New Brunswick shall provide certified interim and final financial statements for each year covered by this agreement and for each project.
- 2.2 The financial statements shall be certified by a senior program officer and a certified financial officer, both of whom shall be duly authorized by New Brunswick and approved by Canada.
- 2.3 Canada and New Brunswick agree that the financial statements provided to Canada by New Brunswick shall indicate for each of the two projects, by budgetary item, the budget set out under this agreement, the income sources and all expenses incurred by the province, including those incurred after the signature of this agreement.
- 2.4 In addition to the certified financial statements referred to in section 1 of this schedule, within six (6) months following the end of this agreement, New Brunswick shall provide to Canada final certified financial statements for 2007-08, accompanied by related supporting documents, and a report on outcomes relative to the expansion projects of the school and community centres in Fredericton and Saint John, for public information purposes. The report on outcomes shall be accompanied by a cover letter that will provide an overall interpretation of the outcomes achieved by New Brunswick in regard to the purpose of this agreement.
- 2.5 For purposes of this agreement, the term “supporting documents” referred to in sections 1 and 2 of this schedule means:
 - 2.5.1 when applied to the architect’s fees and costs related to construction and redevelopment work, a written certificate signed by the architect acknowledging the value of the work completed in accordance with the contract documents;
 - 2.5.2 when applied to essential furniture and equipment, a document prepared and certified by New Brunswick listing the goods purchased, their price and their quantity.
- 2.6 New Brunswick shall submit its financial statements and report on outcomes in the manner considered by the province to be most appropriate given its particular circumstance. Following presentation of such information, if there is a need in the opinion of Canada to clarify the information provided, Canada and New Brunswick shall hold discussions to do so and to examine their relevance in light of the needs of Canada.

- 2.7 For purposes of this agreement, Canada agrees that the period during which expenses can be charged against contributions for each fiscal year may be extended to June 30 in order to take the school year into consideration. Where applicable, New Brunswick undertakes to ensure that the items it reported in the financial statements submitted to Canada for expenditures incurred between April 1 and June 30, and charged to the previous fiscal year, are not reported during the following fiscal year.
- 2.8 New Brunswick agrees to keep proper and up-to-date accounts and records of receipts and expenditures related to the content of this agreement, including all related invoices, receipts and useful supporting documents. New Brunswick shall provide financial statements and other documents provided for in this agreement and as required from time to time by Canada and it shall manage its financial affairs in accordance with generally accepted accounting principles and practices. For the purposes of this agreement, New Brunswick shall retain all financial accounts, supporting documents and other useful documents for a period of at least five years following the expiration of this agreement.
- 2.9 New Brunswick shall submit to Canada a document attesting the official inauguration of the new facilities at the Centre communautaire Sainte-Anne in Fredericton and the Centre scolaire-communautaire Samuel-de-Champlain in Saint John.

3. OVERPAYMENT

- 3.1 The parties agree that, if the payments made to New Brunswick exceed the amounts to which New Brunswick is entitled, the overpayment shall be returned to Canada, failing which Canada may reduce its future contributions to New Brunswick by an equivalent amount.

4. FINANCIAL AUDIT

- 4.1 The parties agree that Canada reserves the right to audit or to have an audit conducted of the accounts and records of New Brunswick in connection with the provisions of this agreement to ensure compliance with these provisions, and New Brunswick 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 shall be determined by Canada and, if needed, these audits may be conducted by Department of Canadian Heritage officials or its agents.
- 4.2 Canada agrees to inform New Brunswick of the results of any financial audit and to pay New Brunswick, as soon as possible after completion of the audit, any monies that the audit may show to be then due and owing to New Brunswick. New Brunswick agrees to pay to Canada, on being informed of the results of such financial audit, any monies that the audit may show to be due and owing to Canada.

5. INFORMATION TO THE PUBLIC

- 5.1 Canada and New Brunswick agree that principles of transparency, accountability, consistency, accuracy, timeliness and clarity shall guide public reporting related to this agreement. The provision of such information by the parties shall be compatible with their respective policies and legislation on the protection of privacy and freedom of information.
- 5.2 Canada and New Brunswick agree to make the text of this agreement and its schedules available to the Canadian public, in particular on their respective Web sites, within a reasonable timeframe following the signature of this agreement.
- 5.3 Canada and New Brunswick agree to make the reports regarding the expansion projects of the school and community centres in Fredericton and Saint John available to the Canadian public in a reasonable timeframe after the documents are accepted by Canada.
- 5.4 Canada and New Brunswick agree that communications and publications for the general public regarding this agreement shall be issued in both official languages.

6. PUBLIC ACKNOWLEDGEMENT OF CANADA

- 6.1 During the construction and redevelopment work, New Brunswick shall publicly acknowledge Canada's contribution and allow representatives of Canada to participate fully in all official ceremonies to underline Canada's contribution to the projects and, upon completion of the work, in the official inauguration of the school and community centres in Fredericton and Saint John.
- 6.2 New Brunswick agrees to give recognition to Canada's contributions when conducting publicity for the projects for which financial assistance was provided by Canada. For the purpose of this agreement, publicity includes, without being limited to, temporary signs erected on the construction sites, news releases, reports by provincial departments and agencies, and correspondence with educational institutions. New Brunswick agrees to provide Canada with samples of these various types of publicity.
- 6.3 New Brunswick agrees to take all reasonable measures to ensure that any recipient of a financial contribution from Canada, in particular schools and school boards, mention Canada's contributions wherever appropriate, in any publicity relating to the projects for which Canada has made a financial contribution.
- 6.4 Upon completion of the construction and redevelopment work, New Brunswick shall install a plaque on each of the sites covered in this agreement, drawing attention to Canada's participation in the projects. The text of these plaques, which shall be written in both English and French, and its presentation shall be submitted for Canada's approval.

7. CONSULTATION

- 7.1 New Brunswick has assured Canada that interested associations and groups in the province, in particular representatives of school boards and Acadian and Francophone communities, were consulted in the planning and designing of the expansion projects of the school and community centres in Fredericton and Saint John.

8. EVALUATION

- 8.1 New Brunswick is responsible for the evaluation of its educational programs and measures under its jurisdiction, including the projects covered by this agreement. New Brunswick agrees to share with Canada the results of those evaluations.
- 8.2 Canada's programs, including the *Development of Official-Language Communities Program*, *Minority Language Education Component*, are routinely subject to evaluation. Canada shall encourage input from New Brunswick in such evaluations and shall use the information provided under this agreement. If additional information is required, such information shall be discussed between Canada and New Brunswick.

DESCRIPTION OF PROJECTS

I. CENTRE COMMUNAUTAIRE SAINTE-ANNE IN FREDERICTON

The Centre communautaire Sainte-Anne will be expanded to meet the new needs of the school and community clients of Fredericton.

| | <u>PROJECTED SPACES (m2)</u> | | |
|--|------------------------------|---------------|--------------|
| | Canada | New Brunswick | TOTAL (m2) |
| <u>School spaces - Construction</u> | | | |
| Regular classes | | 1400 | 1400 |
| Kindergarten classes | | 450 | 450 |
| Special education | | 115 | 115 |
| Student services | | 62 | 62 |
| Staff centre | | 38 | 38 |
| Administrative centre | | 79 | 79 |
| Music | | 80 | 80 |
| Art education | | 100 | 100 |
| Gymnasium | | 619 | 619 |
| Cafetorium | | 488 | 488 |
| Industrial education | | 400 | 400 |
| Services and systems | | 1561 | 1561 |
| Sub-total | | 5392 | 5392 |
| <u>School spaces - Redevelopment</u> | | | |
| Resource centre | | 226 | 226 |
| Special education | | 121 | 121 |
| Student services | | 76 | 76 |
| Staff lounge | | 63 | 63 |
| Physics laboratory | | 89 | 89 |
| Cafeteria | | 73 | 73 |
| Art education | | 151 | 151 |
| Computer room | | 141 | 141 |
| Family sciences | | 138 | 138 |
| Sub-total | | 1078 | 1078 |
| <u>Community spaces - Construction</u> | | | |
| Resource centre | 224 | | 224 |
| Early childhood education/Daycare | 1800 | | 1800 |
| Multipurpose space | 125 | | 125 |
| Health centre | 115 | | 115 |
| Services and systems | 876 | | 876 |
| Sub-total | 3140 | | 3140 |
| <u>Community spaces - Redevelopment</u> | | | |
| Resource centre | 101 | | 101 |
| Youth centre | 73 | | 73 |
| New arrivals | 256 | | 256 |
| Community museum | 96 | | 96 |
| Health centre | 287 | | 287 |
| Bookstore | 175 | | 175 |
| Community administration | 45 | | 45 |
| Multipurpose space | 88 | | 88 |
| Sub-total | 1121 | | 1121 |
| NET AREA | 4261 | 6470 | 10731 |

**II. CENTRE SCOLAIRE-COMMUNAUTAIRE SAMUEL-DE-CHAMPLAIN
SAINT JOHN**

IN

The Centre scolaire-communautaire Samuel-de-Champlain will be expanded to meet the new needs of the school and community clients of Saint John.

| | PROJECTED SPACES (m2) | | |
|--|------------------------------|----------------------|-------------------|
| | Canada | New Brunswick | TOTAL (m2) |
| <u>School spaces - Construction</u> | | | |
| Regular classes | | 894 | 894 |
| Kindergarten classes | | 265 | 265 |
| Student services | | 54 | 54 |
| Teachers' centre | | 47 | 47 |
| Main office | | 97 | 97 |
| Lunch room | | 180 | 180 |
| Sport area | | 105 | 105 |
| Industrial art | | 400 | 400 |
| Services and systems | | 673 | 673 |
| Sub-total | | 2715 | 2715 |
| <u>School spaces - Redevelopment</u> | | | |
| Regular classes | | 63 | 63 |
| Special education | | 106 | 106 |
| Teachers' centre | | 4 | 4 |
| Main office | | 20 | 20 |
| Lunch room | | 210 | 210 |
| Kitchen | | 131 | 131 |
| Sport area | | 193 | 193 |
| Art education | | 96 | 96 |
| Services and systems | | 496 | 496 |
| Sub-total | | 1319 | 1319 |
| <u>Community spaces - Construction</u> | | | |
| Early childhood education/Daycare | 1310 | | 1310 |
| Custodian's room | 35 | | 35 |
| Medical centre | 360 | | 360 |
| Services and systems | 170 | | 170 |
| Sub-total | 1875 | | 1875 |
| <u>Community spaces - Redevelopment</u> | | | |
| Multipurpose hall | 159 | | 159 |
| Organizations' rooms | 115 | | 115 |
| Conference room | 62 | | 62 |
| Storage | 50 | | 50 |
| Shop - French products | 100 | | 100 |
| Main office | 109 | | 109 |
| Medical centre | 35 | | 35 |
| Early childhood education centre | 99 | | 99 |
| Services and systems | 226 | | 226 |
| Sub-total | 955 | | 955 |
| NET AREA | 2830 | 4034 | 6864 |

SCHEDULE 3

ESTIMATED ELIGIBLE COSTS, SCHEDULE OF EXPENDITURES AND PROJECTED CONTRIBUTIONS

I. CENTRE COMMUNAUTAIRE SAINTE-ANNE IN FREDERICTON

| Description of costs | 2005-06 | | 2006-07 | | 2007-08 | | TOTAL | | GRAND TOTAL |
|---------------------------------------|-------------|-----|--------------|-------------|-------------|-------------|-------------|--------------|--------------|
| | Canada | NB | Canada | NB | Canada | NB | Canada | NB | |
| Architects' fees/Administrative costs | \$686,350 | \$0 | \$190,000 | \$190,000 | \$100,500 | \$100,500 | \$976,850 | \$290,500 | \$1,267,350 |
| Construction work | \$253,000 | \$0 | \$1,945,300 | \$4,059,200 | \$1,781,784 | \$3,538,818 | \$3,980,084 | \$7,598,018 | \$11,578,102 |
| Redevelopment work | \$160,150 | \$0 | \$610,900 | \$900,000 | \$300,000 | \$600,000 | \$1,071,050 | \$1,500,000 | \$2,571,050 |
| Essential furniture and equipment | \$0 | \$0 | \$0 | \$0 | \$72,016 | \$500,000 | \$72,016 | \$500,000 | \$572,016 |
| Land acquisition ¹ | \$2,000,000 | \$0 | -\$2,000,000 | \$2,000,000 | \$0 | \$0 | \$0 | \$2,000,000 | \$2,000,000 |
| TOTAL | \$3,099,500 | \$0 | \$746,200 | \$7,149,200 | \$2,254,300 | \$4,739,318 | \$6,100,000 | \$11,888,518 | \$17,988,518 |

II. CENTRE SCOLAIRE-COMMUNAUTAIRE SAMUEL-DE-CHAMPLAIN IN SAINT JOHN

| Description of costs | 2005-06 | | 2006-07 | | 2007-08 | | TOTAL | | GRAND TOTAL |
|---------------------------------------|-----------|---------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| | Canada | NB | Canada | NB | Canada | NB | Canada | NB | |
| Architects' fees/Administrative costs | \$572,000 | \$0 | \$50,000 | \$220,000 | \$10,000 | \$131,000 | \$632,000 | \$351,000 | \$983,000 |
| Construction work | \$248,000 | \$5,000 | \$1,234,300 | \$3,439,000 | \$1,078,700 | \$1,230,000 | \$2,561,000 | \$4,674,000 | \$7,235,000 |
| Redevelopment work | \$80,500 | \$0 | \$469,500 | \$550,000 | \$47,000 | \$190,000 | \$597,000 | \$740,000 | \$1,337,000 |
| Essential furniture and equipment | \$0 | \$0 | \$0 | \$0 | \$110,000 | \$170,000 | \$110,000 | \$170,000 | \$280,000 |
| TOTAL | \$900,500 | \$5,000 | \$1,753,800 | \$4,209,000 | \$1,245,700 | \$1,721,000 | \$3,900,000 | \$5,935,000 | \$9,835,000 |

SUMMARY OF CONTRIBUTIONS

| | 2005-06 | | 2006-07 | | 2007-08 | | TOTAL | | GRAND TOTAL |
|----------------------------|-------------|---------|-------------|--------------|-------------|-------------|--------------|--------------|--------------|
| | Canada | NB | Canada | NB | Canada | NB | Canada | NB | |
| SAINTE-ANNE | \$3,099,500 | \$0 | \$746,200 | \$7,149,200 | \$2,254,300 | \$4,739,318 | \$6,100,000 | \$11,888,518 | \$17,988,518 |
| SAMUEL-DE-CHAMPLAIN | \$900,500 | \$5,000 | \$1,753,800 | \$4,209,000 | \$1,245,700 | \$1,721,000 | \$3,900,000 | \$5,935,000 | \$9,835,000 |
| TOTAL | \$4,000,000 | \$5,000 | \$2,500,000 | \$11,358,200 | \$3,500,000 | \$6,460,318 | \$10,000,000 | \$17,823,518 | \$27,823,518 |

¹ The schedule of expenditures reflects Canada's and New Brunswick's financial capacity over three financial years. The final calculation of the eligible expenses and the provincial and federal contributions will take into account New Brunswick's sole responsibility regarding land acquisition for the Fredericton project.