

**AMENDMENT TO THE CANADA - CORPORATION OF THE COUNCIL OF MINISTERS OF
EDUCATION, CANADA AGREEMENT ON THE FRENCH FIRST-LANGUAGE
PAN-CANADIAN PROJECT, PHASE II
2005-06 AND 2006-07**

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: THE CORPORATION OF THE COUNCIL OF MINISTERS OF
EDUCATION, CANADA**, hereinafter called “CMEC”, represented by the Chair of
the Council of Ministers of Education, Canada.

THE PRESENT AMENDMENT WITNESSES THAT, in consideration of the mutual covenants
herein, the parties agree to amend the Agreement dated the 15th day of August 2005, as follows:

1. TITLE OF THE AGREEMENT

The title of the Agreement is deleted and replaced by the following:

*Canada – Corporation of the Council of Ministers of Education, Canada Agreement on the
French First-Language Pan-Canadian Project, Phase II – 2005-06 to 2007-08*

2. PREAMBLE

The fifth clause of the preamble of the Agreement is deleted and replaced by the following:

WHEREAS a Protocol for Agreements between Canada and the Council of Ministers of
Education, Canada (CMEC) for minority language education and second-language
instruction in 2005-06 to 2008-09 was concluded on November 3, 2005;

3. PURPOSE OF THE AGREEMENT

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

1.1 The purpose of this Agreement is to establish a multi-year cooperation framework
between Canada and CMEC for 2005-06 to 2007-08 to fund the implementation of the
French First-Language Pan-Canadian Project, Phase II, a Canada-wide educational
project involving minority Francophone education, with a view to developing the
following new didactic and pedagogical resources:

1.1.1 an oral communication training kit (Segment 1); and

1.1.2 a training kit of cognitive and metacognitive strategies for reading and writing
(Segment 2).

4. PURPOSE OF THE CONTRIBUTION

The reference to 2005-06 and 2006-07 in section 2 of the Agreement is deleted and replaced
with the reference to 2005-06, 2006-07 and 2007-08.

5. MAXIMUM AMOUNT OF THE CONTRIBUTION

Paragraph 3.1 of the Agreement is deleted and replaced by the following:

- 3.1 Subject to the appropriation of funds by Parliament, to the maintenance of current and forecasted budget levels to March 31, 2008, of the *Development of Official-Language Communities* Program, *Minority-Language Education* component, and to the procedures of this Agreement, Canada agrees to contribute, through Canada's Action Plan, to the eligible expenses incurred by CMEC in implementing its action plan (Schedule 2) for the purposes described in section 1 of this Agreement, an amount not to exceed the lesser of three hundred thousand dollars (\$300,000) or 50 percent of the total eligible expenses incurred for the 2005-06 to 2007-08 fiscal years, according to the following breakdown:

2005-06	\$83,250
2006-07	\$125,750
2006-08	\$91,000

Paragraph 3.3 of the Agreement is deleted and replaced by the following:

- 3.3 CMEC agrees to contribute to the eligible expenses incurred under the terms of its action plan (Schedule 2) for the period covered by the Agreement.

6. ACCOUNTABILITY

Paragraph 6.1 of the Agreement is deleted and replaced by the following:

- 6.1 Canada and CMEC agree that they must be accountable to Parliament, the ministers of Education of each province and territory and the general public for the proper use of funds provided under this Agreement and the results achieved by these investments. Consequently, CMEC agrees to provide Canada, in the six (6) months following the end of the first two fiscal years, with a certified final report on outputs and, in the six (6) months following the end of fiscal year 2007-08, with a certified final report on the results achieved. These reports will include the actual expenditures incurred by CMEC between April 1 and March 31 of each fiscal year.

7. DURATION

Paragraph 17.1 of the Agreement is deleted and replaced by the following:

- 17.1 This agreement takes effect on the date on which it has been 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 paragraph 17.2.
- 17.2 Subject to paragraph 17.3, all contributions to be paid by Canada in accordance with the provisions of this agreement shall apply only to the expenses related to the project and incurred by CMEC for the period commencing on April 1st, 2005 and ending on March 31, 2008.
- 17.3 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 paragraph 17.2 could therefore end on June 30, 2008.
- 17.4 All the obligations of CMEC shall survive, explicitly or by reason of their nature, the cancellation or expiry of this agreement, until they are discharged or until they expire.

8. PAYMENT TERMS

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

- 1.1 Canada agrees to pay to CMEC the contribution referred to in section 3 of this Agreement as follows:

First year (2005-06)

- 1.1.1 A first advance payment of seventy-five thousand dollars (\$75,000) has been made to CMEC for fiscal year 2005-06.
- 1.1.2 A second and final advance payment, not exceeding the balance of Canada's contribution for fiscal year 2005-06, shall be made following the signing of the amendment of the Agreement, and the receipt and acceptance by Canada of a certified interim financial statement demonstrating the actual expenditures made by CMEC during the period ending January 31, 2006, and expenditures projected until March 31, 2006.

Second year (2006-07)

- 1.1.3 A first advance payment, representing about half (50 percent) of Canada's contribution for fiscal year 2006-07, shall be made on the condition that the requirements for the preceding payments have been met and, if applicable, subject to the receipt and acceptance of an updated action plan.
- 1.1.4 A second advance payment, not exceeding the balance of Canada's contribution for fiscal year 2006-07, shall be made following the receipt and acceptance by Canada of the following documents:
- a) a certified final report on the outputs and actual expenditures in 2005-06; and
 - b) a certified interim financial statement demonstrating the actual expenditures made by CMEC during the period ending January 31, 2007, and expenditures projected until March 31, 2007.

Third year (2007-08)

- 1.1.5 A first advance payment, representing about half (50 percent) of Canada's contribution for fiscal year 2007-08, shall be made on the condition that the requirements for the preceding payments have been met and, if applicable, subject to the receipt and acceptance of an updated action plan.
- 1.1.6 A second advance payment, representing about one quarter (25 percent) of Canada's contribution for fiscal year 2007-08, shall be made following the receipt and acceptance by Canada of the following documents:
- a) a certified final report on the outputs and actual expenditures in 2006-07; and
 - b) a certified interim financial statement demonstrating the actual expenditures made by CMEC during the period ending January 31, 2008, and expenditures projected until March 31, 2008.
- 1.1.7 A third and final payment, not exceeding the balance of Canada's contribution for fiscal year 2007-08, shall be made following the receipt and acceptance by Canada of a certified final report on results and actual expenditures for 2007-08.

9. CERTIFIED FINAL REPORT ON OUTPUTS/RESULTS AND ACTUAL EXPENDITURES

Paragraph 3.1 of Schedule 1 of the Agreement is deleted and replaced by the following:

- 3.1 It is agreed that, for the purposes of this Agreement, CMEC will present Canada with a certified final report on outputs for 2005-06 and 2006-07, and a certified final report on the results achieved for 2007-08, based on indicators provided in CMEC's action plan (Schedule 2). These reports will include the actual expenditures incurred during the respective fiscal years. They will be certified by a senior project officer and a senior finance officer duly authorized by CMEC. They will be accompanied by a cover letter that will provide an overall interpretation of CMEC's outputs or results and examples of CMEC's most significant achievements in relation to the objectives of the French First-Language Pan-Canadian Project, Phase II, as mentioned in its preamble (Schedule 2).

Paragraph 3.4 has been added to Schedule 1 of the Agreement as follows:

- 3.4 Canada agrees that the period during which expenses may be charged against contributions for a given fiscal year may be extended to June 30 in order to take the school year into consideration. Where necessary, CMEC undertakes to ensure that the items it reports 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 in the following fiscal year.

10. 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.

11. 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

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 CMEC

Joan Burke

The Honourable Joan Burke
Chair, Corporation of the Council of
Ministers of Education, Canada

Witness

Sue Manuel

Name in block letters

Sue Manuel

Signature

Raymond Théberge

Mr. Raymond Théberge
Secretary and Treasurer of the
Corporation of the Council of Ministers of
Education, Canada

Witness

Hanca Chang

Name in block letters

Hanca Chang

Signature