

**CANADA – MANITOBA AGREEMENT
ON THE CONSTRUCTION OF A SCHOOL-COMMUNITY CENTRE
IN SAINT-LAURENT
2006-07 TO 2008-09**

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ON THE SCHOOL-COMMUNITY CENTRE IN SAINT-LAURENT
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THIS AGREEMENT was concluded in English and French on this 30th day of March 2007,

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 MANITOBA hereinafter called “Manitoba”, represented by the Minister of Education, Citizenship and Youth of Manitoba.

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 Manitoba 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 Manitoba;

WHEREAS education is under provincial jurisdiction;

WHEREAS Manitoba, 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 Manitoba to determine the objectives, define the contents, set priorities and evaluate its programs in minority language education and 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 Manitoba 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 Manitoba acknowledges the importance of school and community centres in the development of the Francophone communities in Manitoba;

AND WHEREAS Canada and Manitoba, in accordance with the terms of this agreement, are prepared to allocate funds to support the construction project of a school-community centre in Saint-Laurent in Manitoba;

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 Manitoba’s action plan that are carried out in the maintenance and improvement of programs in minority language education and 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 Manitoba’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 Manitoba, 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 Manitoba.

“Certified Financial Statement(s)” shall indicate, by budgetary item, the budget set out in Schedule 3, the respective provincial and federal contributions and expenditures with regard to the project funded through this agreement for the given period, including those incurred after the signature of the agreement. The financial statement(s) shall be prepared in accordance with generally accepted accounting principles and shall be certified by a person duly authorized by Manitoba.

“Supporting documents” refer to, when applied to the architect’s fees and costs related to construction and renovation work, a written certificate signed by the architect acknowledging the value of the work completed in accordance with the contract documents; or, when applied to essential furniture and equipment, a document prepared and certified by the Manitoba listing the good purchased, their price and quantity.

“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 Manitoba for 2006-07 to 2008-09 to support the construction project of a school-community centre in Saint-Laurent in Manitoba, as described in Schedules 2 and 3 of this agreement. This project is designed to meet the educational needs in French, at the primary and secondary levels, and the developmental needs of the Francophone communities in the Saint-Laurent region.

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 Manitoba to implement the construction project of a school-community centre in Saint-Laurent.

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

3.2.1 the construction of community spaces of the school-community centre in Saint-Laurent.

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, 2009, 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 construction project of a school-community centre in Saint-Laurent construction project is eight million five hundred and ninety thousand eight hundred dollars (\$8,590,800). Canada agrees to make a maximum contribution of two million three hundred thousand dollars (\$2,300,000) toward the total actual eligible expenses incurred by Manitoba.

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

2006-07	\$260,000
2007-08	\$800,000
2008-09	\$1,240,000

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

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

4.5 Subject to the appropriation of funds by the Legislative Assembly of Manitoba and the maintenance of current and forecasted budgetary levels for the Department of Education, Citizenship and Youth, Manitoba agrees to contribute to the eligible expenses incurred under the terms of this agreement. Manitoba’s total contribution for the project represents an amount of six million two hundred and ninety thousand eight hundred dollars (\$6,290,800) and shall be distributed as follows:

2006-07	\$0
2007-08	\$1,865,100
2008-09	\$4,425,700

4.6 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 purpose of this agreement, eligible expenses are those related to the preparation of construction plans and specifications, environmental assessment costs, site development, professional fees, construction, furniture and equipment, as outlined in Schedule 3.

6. ACCOUNTABILITY

- 6.1 Canada and Manitoba 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, Manitoba 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. TENDERS

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

8. DESCRIPTION OF PROJECT, ESSENTIAL FURNITURE AND EQUIPMENT

- 8.1 Before awarding a contract, Manitoba shall submit for Canada's approval a description of the project, plans and specifications, and a work schedule, and shall have completed to the satisfaction of Canada, the environmental assessment prescribed in section 10, in accordance with the *Canadian Environmental Assessment Act*.
- 8.2 The school-community centre in Saint-Laurent facilities shall be fully operational no later than June 30, 2009.
- 8.3 Manitoba shall ensure that the new facilities are accessible to the disabled.
- 8.4 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 an institution in Manitoba, excepting perishables.

9. DISPOSAL OF ASSETS

- 9.1 For any asset purchase (furniture, equipment, automotive equipment, buildings, etc.) that has a cost of over one thousand dollars (\$1,000), Manitoba 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 (5) years following the expiry or termination of this agreement, unless:
- 9.1.1 written exemption from this requirement is obtained from Canada;
 - 9.1.2 Canada authorizes the disposal of the assets;
 - 9.1.3 the assets must be replaced on account of wear; or
 - 9.1.4 the assets must be replaced on account of obsolescence.

10. ENVIRONMENTAL ASSESSMENT

- 10.1 Manitoba recognizes Canada's environmental assessment obligations and undertakes to provide Canada with an environmental assessment in accordance with the *Canadian Environmental Assessment Act* for the project included in this agreement. If an environmental assessment is not necessary, an explanatory letter shall be presented to Canada.
- 10.2 The costs of the environmental assessment are an integral part of the costs of carrying out the project and, as such, are eligible for financial assistance by Canada, in accordance with the provisions of this agreement.
- 10.3 Manitoba shall respect any municipal, provincial and federal statutes and regulations related to the protection of the environment.

11. PARTNERSHIP

11.1 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 Manitoba.

12. ACCESS TO PREMISES

12.1 Manitoba 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.

13. INSURANCE

13.1 Manitoba shall take the necessary measures to ensure that the premises of the school-community centre in Saint-Laurent are, at all times, insured against fire, loss or damage from whatever reason, for the full replacement value of the premises.

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

14.1 No member of the House of Commons, the Senate or the Legislative Assembly of Manitoba 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 Manitoba or anyone else, that occurs through the execution of this agreement by Manitoba unless such injury, loss or damage is caused by the negligence, wilful 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 Manitoba concludes a loan, rent-to-own contract or other long-term contract involving the project for which the contribution is granted in this agreement.

17. INDEMNIFICATION

17.1 Manitoba 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 or alleged to be caused by Manitoba or its employees, officers or agents in carrying out the project 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 Manitoba, directly or through its representatives, makes or made a false declaration or a misrepresentation to Canada; or

19.1.2 Canada is of the opinion that one of the conditions or commitments included in this agreement has not been fulfilled.

19.2 In the event of breach of commitments or if Canada believes that there is a risk of breach of commitments, Canada may avail itself of one or more of the following remedies:

19.2.1 reduce Canada's contribution to Manitoba 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 Manitoba. Manitoba 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 Manitoba.

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 Manitoba shall be sent by mail to:

Department of Education, Citizenship and Youth
Government of Manitoba
450 Broadway Street
Legislative Building, Room 168
Winnipeg, Manitoba R3C 0V5

Attention of:
Minister of Education, Citizenship and Youth

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

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 project and incurred by Manitoba for the period commencing on April 1, 2006 and ending on March 31, 2009.

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, 2009.

23.4 All the obligations of Manitoba 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, agreements, 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 Project

SCHEDULE 3 – Estimated Eligible Costs, Expenditures Timetable 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

ON BEHALF OF MANITOBA

Josée Verner

Peter Bjornson

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

The Honourable Peter Bjornson
Minister of Education, Citizenship and Youth

Witness

Witness

Jean-Sébastien Langelier

Melissa Bodman

Name in block letters

Name in block letters

Jean-Sébastien Langelier

Melissa Bodman

Signature

Signature

AND

Beverley J. Oda

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

Witness

Kristin Baldwin

Name in block letters

Kristin Baldwin

Signature

ADMINISTRATIVE TERMS AND CONDITIONS

1. TERMS OF PAYMENT

1.1. Canada's annual contribution set out in section 4 of this agreement shall be paid in the following manner:

1.1.1 Year 1 (2006-07)

- a) A first advance payment, representing one half (50%) of Canada's contribution for 2006-07, 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 8.1 and section 10 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 2006-07, if applicable;
 - iv) a schedule of work for 2006-07.
- b) A second and final advance payment, not exceeding the balance of Canada's contribution for 2006-07, shall be made following receipt and acceptance by Canada of the following documents:
 - i) a certified interim financial statement for fiscal year 2006-07, demonstrating the actual expenditures made by Manitoba for the period of April 1, 2006 to January 31, 2007, with supporting documents (see definition of supporting documents in section 1 of the agreement), as well as the expenditures projected until March 31, 2007;
 - ii) a revised version of Schedule 2, "Description of Project", if applicable;
 - iii) a revised version of Schedule 3, "Estimated Eligible Costs, Expenditures Timetable and Projected Contributions", if applicable; and
 - iv) a revised version of the schedule of work for 2006-07, if applicable.

1.1.2 Years 2 and 3 (2007-08 and 2008-09)

- 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 Project", if applicable;
 - iii) a revised version of Schedule 3, "Evaluation of Eligible Costs, Expenditures Timetable 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) a certified final financial statement for the previous year, demonstrating the actual expenditures made by Manitoba for the period of April 1 to March 31 of the previous year, with supporting documents;
 - ii) a certified interim financial statement for the current year demonstrating the actual expenditures made by Manitoba for the period of April 1 to 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 Project", if applicable;
 - iv) a revised version of Schedule 3, "Estimated Eligible Costs, Expenditures Timetable 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 Manitoba 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 Manitoba acting on any issues raised by Canada, should the occasion arise.

2. FINANCIAL STATEMENTS, REPORTS ON OUTCOMES AND RELEVANT DOCUMENTS

- 2.1 Within six (6) months after the end of the project, Manitoba shall provide a certified final financial statement for fiscal year 2008-09, which covers the period from April 1, 2008 to March 31, 2009.
- 2.2 Within six (6) months after the end of the project, Manitoba shall provide a final financial statement for the entire duration of the project, as well as a report on the outcomes of the project.
- 2.3 Manitoba shall submit its financial statements and report on outcomes in the manner considered by the province to be most appropriate given its particular circumstances. Following presentation of such information, if there is a need in the opinion of Canada to clarify the information provided, Canada and Manitoba shall hold discussions to do so and to examine their relevance in light of the needs of Canada.
- 2.4 For the 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, Manitoba 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.
- 2.5 Manitoba shall submit to Canada a document attesting the official opening of the new school-community centre in Saint-Laurent.

3. OVERPAYMENT

- 3.1 The parties agree that, if the payments made to Manitoba exceed the amounts to which Manitoba is entitled, the overpayment shall be returned to Canada, failing which Canada may reduce its future contributions to Manitoba 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 Manitoba in connection with the provisions of this agreement to ensure compliance with these provisions, and Manitoba 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 Manitoba agrees to keep proper accounts and record of receipts and expenditures related to this agreement, including all related invoices, receipts and useful supporting documents. For the purpose of this agreement, Manitoba shall retain all financial accounts, supporting documents and other useful documents for a period of five years following the expiration of this agreement.
- 4.3 Canada agrees to inform Manitoba of the results of any financial audit and to pay Manitoba, as soon as possible after completion of the audit, any monies that the audit may show to be then due and owing to Manitoba. Manitoba 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 Manitoba 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 Manitoba 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 Manitoba agree to make the reports regarding the school-community centre in Saint-Laurent available to the Canadian public in a reasonable timeframe after the documents are accepted by Canada.
- 5.4 Canada and Manitoba 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 work, Manitoba shall publicly acknowledge Canada's contribution, and shall allow representatives of Canada to participate fully in all official ceremonies to underline Canada's contribution to the project and, upon completion of the work, in the official opening of the new school-community centre in Saint-Laurent.
- 6.2 Manitoba agrees to give recognition to Canada's contributions when conducting publicity for the project 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 site, news releases, reports by provincial departments and agencies, and correspondence with educational institutions. Manitoba agrees to provide Canada with samples of these various types of publicity.
- 6.3 Manitoba agrees to take all reasonable measures to ensure that any recipient of a financial contribution from Canada, in particular the school and school board, mention Canada's contributions wherever appropriate, in any publicity relating to the project for which Canada has made a financial contribution.
- 6.4 Upon completion of the construction work, Manitoba shall install a plaque on the site, drawing attention to Canada's participation in the project. The text of this plaque, which shall be written in both English and French, and its presentation shall be submitted for Canada's approval.

7. CONSULTATION

7.1 Manitoba has assured Canada that interested associations and groups in the province, in particular representatives of the school board and Francophone communities, were consulted in the planning and designing of a school-community centre in Saint-Laurent.

8. EVALUATION

8.1 Manitoba is responsible for the evaluation of its educational programs and measures under its jurisdiction, including the project covered by this agreement. If applicable, Manitoba agrees to share with Canada the results of any evaluation regarding the construction project of the school-community centre in Saint-Laurent.

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 Manitoba 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 Manitoba.

DESCRIPTION OF PROJECT

SAINT-LAURENT SCHOOL-COMMUNITY CENTRE

The Saint-Laurent school-community centre will be built in response to the new needs of the school and community clientele of Saint-Laurent.

	PROJECTED SPACE (sq.ft)		
	Canada	Manitoba	TOTAL (sq.ft)
<u>School space - Construction</u>			
Kindergarden to Grade 12 (7 rooms)		5000	5000
Distance Education, School Radio Education		250	250
"Phase d'accueil", Student Services		575	575
Alternative Programme		375	375
Health Room, Grooming Room		380	380
sub total		6580	6580
<u>Community space - Construction</u>			
Music, Theatre, Cultural	500		500
Office, Meeting Room	268		268
sub total	768		768
<u>Shared space - Construction</u>			
Library, Multimedia, Computer	750	1250	2000
Gymnasium	2000	2800	4800
Multipurpose Room	750	750	1500
Kitchenette	100	150	250
Mechanical & Electrical Room	150	360	510
Daycare	1546	1546	3092
Ancillary Spaces	1603	7533	9136
sub total	6899	14389	21288
<hr/>			
<u>GRAND TOTAL - SPACE (sq.ft)</u>	7667	20969	28636

SUMMARY

	Canada	Manitoba	TOTAL (sq.ft)
School space	0	6580	6580
Community space	768	0	768
Shared space	6899	14389	21288
NET SURFACE AREA	7667	20969	28636

ESTIMATED ELIGIBLE COSTS, EXPENDITURES TIMETABLE AND PROJECTED CONTRIBUTIONS

SAINT-LAURENT SCHOOL-COMMUNITY CENTRE

1) Estimated eligible costs and expenditures timetable

Cost description	2006-07		2007-08		2008-09		TOTAL		GRAND TOTAL
	Canada	Manitoba	Canada	Manitoba	Canada	Manitoba	Canada	Manitoba	
Environmental assessment	20,000 \$	- \$	- \$	- \$	- \$	- \$	20,000 \$	\$ -	\$ 20,000
Architect fees	200,000 \$	- \$	- \$	300,000 \$	- \$	100,000 \$	200,000 \$	\$ 400,000	\$ 600,000
Construction work	- \$	- \$	840,000 \$	1,525,100 \$	1,228,200 \$	4,287,500 \$	2,068,200 \$	\$ 5,812,600	\$ 7,880,800
Essential furniture and equipment	- \$	- \$	- \$	- \$	11,800 \$	38,200 \$	11,800 \$	\$ 38,200	\$ 50,000
Land purchase ¹	40,000 \$	- \$	(40,000) \$	40,000 \$	- \$	- \$	- \$	\$ 40,000	\$ 40,000
<u>GRAND TOTAL - BUDGET</u>	260,000 \$	- \$	800,000 \$	1,865,100 \$	1,240,000 \$	4,425,700 \$	2,300,000 \$	\$ 6,290,800	\$ 8,590,800

2) Projected contributions

	2006-07	2007-08	2008-09	TOTAL
Canada's Contribution	260,000 \$	800,000 \$	1,240,000 \$	2,300,000 \$
Manitoba's Contribution	- \$	1,865,100 \$	4,425,700 \$	6,290,800 \$
<u>GRAND TOTAL - CONTRIBUTIONS</u>	260,000 \$	2,665,100 \$	5,665,700 \$	8,590,800 \$

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