

**CANADA – NORTHWEST TERRITORIES AGREEMENT FOR THE
EXPANSION OF ÉCOLE ALLAIN ST-CYR IN YELLOWKNIFE – PHASE I
2006-07 TO 2008-09**

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THIS AGREEMENT was concluded in English and French on this 28th day of November 2006

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF CANADA, hereinafter called “Canada”, represented by the Minister of Canadian Heritage,

AND: THE GOVERNMENT OF THE NORTHWEST TERRITORIES, hereinafter called “Northwest Territories”, represented by the Minister of Education, Culture and Employment.

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 education is under territorial jurisdiction;

WHEREAS the Northwest Territories, in the context of their responsibility for education, provide education in French in the territories 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 the Northwest Territories to determine the objectives, define the contents, set priorities and evaluate their programs in minority language education and second-language instruction;

WHEREAS the Northwest Territories acknowledge that the concept of additional costs, as recognized by 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”, constitutes one of the premises on which Canada bases its financial support to the Northwest Territories;

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 the Northwest Territories acknowledge Canada’s Action Plan;

WHEREAS Canada, in the 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;

WHEREAS Canada and the Northwest Territories acknowledge the importance of school and community centres in the development of the Francophone communities in the Northwest Territories;

AND WHEREAS Canada and the Northwest Territories, in accordance with the terms of this agreement, are prepared to allocate funds to support the construction and renovation of school and community spaces related to the expansion of *École Allain St-Cyr* in Yellowknife – Phase I;

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 the Northwest Territories’ 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 the Northwest Territories’ 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 territories.

“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 the Northwest Territories, 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 the Northwest Territories.

“Certified Financial Statement(s)” shall indicate, by budgetary item, the budget set out in Schedule 3, the respective territorial 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 this 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 the Northwest Territories.

“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 Northwest Territories 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 the Northwest Territories for 2006-07 to 2008-09 to support the construction and renovation of additional school and community facilities at *École Allain St-Cyr* in Yellowknife, 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 part of the Francophone community needs in the Yellowknife 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 the Northwest Territories to build and renovate additional school and community facilities at *École Allain St-Cyr* in Yellowknife.

3.2 In accordance with section 2, Canada and the Northwest Territories agree that Canada's complementary contribution shall be used for:

3.2.1 a portion of the eligible expenses related to the construction and renovation of additional school and community spaces of the *École Allain St-Cyr* in Yellowknife for Francophone youth from kindergarten to Grade 12.

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 construction and renovation of school and community spaces for the expansion of *École Allain St-Cyr* – Phase I is three million eight hundred sixty-one thousand nine hundred and ninety-one dollars (\$3,861,991). Canada agrees to make a maximum contribution of one million three hundred thousand dollars (\$1,300,000) toward the total actual eligible expenses incurred by the Northwest Territories.

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

2006-07	\$ 413,000
2007-08	\$ 887,000.

4.2.1 The Northwest Territories recognize that Canada's financial contribution for a given fiscal year shall be used only for goods and services related to the project and received in the fiscal year.

4.3 The complementary contribution identified in subsection 4.1 shall be paid in addition to the regular, additional and complementary funds paid to the Northwest Territories under the *Canada Northwest Territories 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 the Northwest Territories agree that the complementary contribution approved under this agreement shall be included in the calculation of the total funding awarded to the Northwest Territories under Canada's Action Plan.

4.4 Subject to the appropriation of funds by the Legislative Assembly of the Northwest Territories and the maintenance of current and forecasted budgetary levels for the Department of Education, Culture and Employment, the Northwest Territories agree to contribute to the eligible expenses incurred under the terms of this agreement. The Northwest Territories' total contribution for the project represents an amount of two million five hundred sixty-one thousand nine hundred and ninety-one dollars (\$2,561,991). This amount includes a cash contribution of two million four hundred sixty-one thousand nine hundred and ninety-one dollars (\$2,461,991) and an in-kind contribution of one hundred thousand dollars (\$100,000).

4.5 Canada recognizes that a territorial contribution of forty thousand seven hundred and seventy-five dollars (\$40,775) was made in 2005-06 and the balance of the cash contribution shall be distributed as follows:

2006-07	\$ 950,852
2007-08	\$1,521,341
2008-09	\$ 49,023.

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, renovation, furniture and equipment, as outlined in Schedule 3.

6. ACCOUNTABILITY

- 6.1 Canada and the Northwest Territories agree that they must be accountable to Parliament, the territorial legislature and the general public for the proper use of funds provided under this agreement and for the results achieved by these investments. Consequently, the Northwest Territories agree 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, the Northwest Territories shall publish a call for tenders in one or several English- and French-language newspapers.

8. DESCRIPTION OF PROJECTS ESSENTIAL FURNITURE AND EQUIPMENT

- 8.1 Before awarding a contract for the project included under this agreement, the Northwest Territories 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 and community spaces related to Phase I of the expansion of the *École Allain St-Cyr* in Yellowknife shall be fully operational no later than September 30, 2009.
- 8.3 The Northwest Territories 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, the playground and the land that are usually reasonably provided for in such institutions in the Northwest Territories, excepting perishables.

9. DISPOSAL OF ASSETS

- 9.1 For any asset purchase (furniture, equipment, automotive equipment, buildings, etc.) that has a cost of over \$1,000, the Northwest Territories 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:
- 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 The Northwest Territories recognize Canada's environmental assessment obligations and undertake 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 The Northwest Territories shall respect any municipal, territorial 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 the Northwest Territories.

12. ACCESS TO PREMISES

12.1 The Northwest Territories 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 The Northwest Territories shall take the necessary measures to ensure that the premises of the *École Allain St-Cyr* 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 THE NORTHWEST TERRITORIES

14.1 No member of the House of Commons, the Senate or the Legislative Assembly of the Northwest Territories 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 the Northwest Territories or anyone else, that occurs through the execution of this agreement by the Northwest Territories 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 the Northwest Territories conclude 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 The Northwest Territories 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 the Northwest Territories or their 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 the Northwest Territories, directly or through their representatives, make 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 the Northwest Territories and inform them 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 the Northwest Territories. The Northwest Territories 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 the Northwest Territories.

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 Branch

22.2 Any communication concerning this agreement intended for the Northwest Territories shall be sent by mail to:

Department of Education, Culture and Employment
Government of the Northwest Territories
P.O. Box 1320
Yellowknife, NT X1A 2L9

Attention of:
Director, Strategic and Business Services

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 23.3.
- 23.2 Subject to subsection 23.4, 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 the Northwest Territories for the period commencing on April 1, 2006 and ending on March 31, 2008.
- 23.3 It is understood that this agreement ends on March 31, 2009 and that the Northwest Territories will cover expenses in fiscal year 2008-09.
- 23.4 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.
- 23.5 All the obligations of the Northwest Territories 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 Northwest Territories acknowledge having read this agreement and agree 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

Josée Verner

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

Witness

Hubert Lussier

Name in block letters

Hubert Lussier

Signature

AND

Beverley J. Oda

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

Witness

Pamela Eades

Name in block letters

Pamela Eades

Signature

**ON BEHALF OF THE NORTHWEST
TERRITORIES**

Charles Dent

The Honourable Charles Dent
Minister of Education, Culture and Employment

Witness

Heather Bibby

Name in block letters

Heather Bibby

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:

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, if applicable;
 - 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 the Northwest Territories 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, if applicable.

1.1.2 Year 2 (2007-08)

- a) A first advance payment, representing one half (50%) of Canada's contribution for the current fiscal 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 2007-08, if applicable;
 - 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 2007-08, if applicable.

- b) A second and final payment, not exceeding the balance of Canada's contribution for 2007-08, shall be made following receipt and acceptance by Canada of the following documents:
 - i) a certified final financial statement for fiscal year 2006-07 demonstrating the actual expenditures made by the Northwest Territories during the period of April 1, 2006 to March 31, 2007, with supporting documents;
 - ii) a certified interim financial statement for fiscal year 2007-08, demonstrating the actual expenditures made by the Northwest Territories during the period of April 1, 2007 to January 31, 2008, with supporting documents, as well as the expenditures projected to March 31, 2008;
 - 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" ; and
 - v) a revised version of the schedule of work for 2007-08 (April 1, 2007 to March 31, 2008) and 2008-09 if applicable.

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

2. FINANCIAL STATEMENTS, REPORTS ON OUTCOMES AND RELEVANT DOCUMENTS

2.1 End of project requirements:

- a) by September 30, 2008, the Northwest Territories shall provide a certified final financial statement for fiscal year 2007-2008, which covers the period from April 1, 2007 to March 31, 2008;
- b) within six months after the end of the project, the Northwest Territories shall provide a final financial statement for the entire duration of the project called "Phase I".
- c) the Northwest Territories shall submit to Canada a document attesting the official opening of the new school and community facilities in the *École Allain St-Cyr* – Phase I.

2.2 The Northwest Territories shall submit its financial statements and report on outcomes in the manner considered by it to be most appropriate given their particular circumstances. Following presentation of such information, if there is a need in the opinion of Canada to clarify the information provided, Canada and the Northwest Territories shall hold discussions to do so and to examine their relevance in light of the needs of Canada.

3. OVERPAYMENT

3.1 The parties agree that, if the payments made to the Northwest Territories exceed the amounts to which the Northwest Territories are entitled, the overpayment shall be returned to Canada, failing which Canada may reduce its future contributions to the Northwest Territories 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 the Northwest Territories in connection with the provisions of this agreement to ensure compliance with these provisions, and the Northwest Territories agree 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 The Northwest Territories agree to keep proper accounts and records of receipts and expenditures related to this agreement, including all related invoices, receipts and useful supporting documents. For the purpose of this agreement, the Northwest Territories 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 the Northwest Territories of the results of any financial audit and to pay the Northwest Territories, as soon as possible after completion of the audit, any monies that the audit may show to be then due and owing to the Northwest Territories. The Northwest Territories agree 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 the Northwest Territories 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 the Northwest Territories agree to make the text of this agreement and its schedules available to the Canadian public, within a reasonable timeframe following the signature of this agreement.
- 5.3 Canada and the Northwest Territories agree to make the reports regarding the construction and renovation of the new school and community facilities at *École Allain St-Cyr* available to the Canadian public in a reasonable timeframe after the documents are accepted by Canada.
- 5.4 Canada and the Northwest Territories 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 renovation work, the Northwest Territories 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 and community facilities at *École Allain St-Cyr*.
- 6.2 The Northwest Territories agree to give recognition to Canada's contribution 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 sites, news releases, reports by territorial departments and agencies, and correspondence with educational institutions. The Northwest Territories agree to provide Canada with samples of these various types of publicity.
- 6.3 The Northwest Territories agree to take all reasonable measures to ensure that any recipient of a financial contribution from Canada, in particular schools and the school board, mention Canada's contributions wherever appropriate, in any publicity relating to the project for which Canada has made a financial contribution.

7. CONSULTATION

7.1 The Northwest Territories has assured Canada that interested associations and groups in the Territories, in particular representatives of the school board and Francophone community, were consulted in the planning and designing of the school and community facilities in the *École Allain St-Cyr*.

8. EVALUATION

8.1 The Northwest Territories is responsible for the evaluation of its educational programs and measures under its jurisdiction, including the project covered by this agreement. The Northwest Territories agree 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 the Northwest Territories 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 the Northwest Territories.

SCHEDULE 2

DESCRIPTION OF PROJECT
Expansion of École Allain St-Cyr - Phase 1

The École Allain St-Cyr will be expanded in response to the new needs of the school and the francophone community in Yellowknife.

	PROJECTED SPACE (m2)		
	Canada	NWT	TOTAL (m2)
<u>School space - Construction</u>			
Generic classroom		67	67
			0
			0
sub total		67	67
<u>School space - Redevelopment</u>			
			0
			0
			0
sub total		0	0
<u>Community space - Construction</u>			
			0
			0
			0
sub total	0		0
<u>Community space - Redevelopment</u>			
			0
			0
			0
sub total	0		0
<u>Shared space - Construction</u>			
Library/Resource	42	81	123
Multipurpose/Science classroom	18	67	85
Circulation and Lobby	55	55	110
Washrooms	18.5	18.5	37
Building services	27.5	27.5	55
Structure allowance	19	19	38
sub total	180	268	448
<u>Shared space - Redevelopment</u>			
			0
			0
			0
sub total	0	0	0
GRAND TOTAL - SPACE (m2)	180	335	515

SUMMARY FOR THE EXPANSION OF ÉCOLE ALLAIN ST-CYR

	Canada	NWT	TOTAL (m2)
School space		67	67
Community space			
Shared space	180	268	448
Net surface area			
Other space			
TOTAL	180	335	515

ESTIMATED ELIGIBLE COSTS, EXPENDITURES TIMETABLE AND PROJECTED CONTRIBUTIONS

Expansion of École Allain St-Cyr - Phase 1

1) Estimated eligible costs and expenditures timetable

Cost description	2005-06		2006-07		2007-08		2008-09		TOTAL		GRAND TOTAL
	Canada	NWT	Canada	NWT	Canada	NWT	Canada	NWT	Canada	NWT	
Land purchase				180,000 \$					- \$	180,000 \$	180,000 \$
Construction			73,198 \$	135,940 \$	707,582 \$	1,228,280 \$			780,780 \$	1,364,220 \$	2,145,000 \$
Site development			161,000 \$	299,000 \$	42,840 \$	57,160 \$			203,840 \$	356,160 \$	560,000 \$
Playground									- \$	- \$	- \$
Professional design fees			81,305 \$	150,995 \$	14,783 \$	16,894 \$			96,088 \$	167,889 \$	263,977 \$
Geotechnical			5,250 \$	9,750 \$					5,250 \$	9,750 \$	15,000 \$
Environmental (site assessment)			2,800 \$	5,200 \$					2,800 \$	5,200 \$	8,000 \$
Civil testing & Commissioning			5,408 \$	10,042 \$	4,584 \$	7,416 \$			9,992 \$	17,458 \$	27,450 \$
Furniture and equipment					31,504 \$	55,046 \$			31,504 \$	55,046 \$	86,550 \$
Project management		3,775 \$	5,680 \$	8,925 \$	4,197 \$	11,678 \$		3,250 \$	9,877 \$	27,628 \$	37,505 \$
Contingencies			78,359 \$	130,000 \$	81,510 \$	123,867 \$		24,773 \$	159,869 \$	278,640 \$	438,509 \$
GNWT in-kind		37,000 \$		21,000 \$		21,000 \$		21,000 \$	- \$	100,000 \$	100,000 \$
GRAND TOTAL - BUDGET	0 \$	40,775 \$	413,000 \$	950,852 \$	887,000 \$	1,521,341 \$		49,023 \$	1,300,000 \$	2,561,991 \$	3,861,991 \$

2) Projected contributions

	2005-06	2006-07	2007-08	2008-09	TOTAL
Contribution from Canada	\$0	\$413,000	\$887,000	\$0	\$1,300,000
Contribution of the NWT - cash	\$3,775	\$929,852	\$1,500,341	\$28,023	\$2,461,991
Contribution of the NWT - in-kind	\$37,000	\$21,000	\$21,000	\$21,000	\$100,000
GRAND TOTAL - CONTRIBUTIONS	\$40,775	\$1,363,852	\$2,408,341	\$49,023	\$3,861,991

Overall grand total is based on GNWT PWS recommended project budget (Preliminary Estimate) dated July 20 06

Project budget amounts by section (ex: land purchase, construction, site development etc) are based on GNWT PWS estimate July 20 06.

Amount of capital required per year is estimated based on a preliminary schedule of start date fall 2006 and completion fall 2007 - with most construction occurring in 2007-08 .

GNWT and Federal contributions are calculated based on 64% and 36% of project costs respectively (except for costs associated with land purchase and in kind services)

Schedule of Work

Expansion of École Allain St-Cyr - Phase 1

2005-06	Planning	\$ 40,775
2006-07	Design	
	Construction Year One - Site Work and Foundation	\$ 1,363,852
2007-08	Constuction Year Two - Building Completion	\$ 2,408,341
2008-09	Warranty	\$ 49,023
		<u>\$ 3,861,991</u>

