

**CANADA – NEWFOUNDLAND AND LABRADOR AGREEMENT
ON FRENCH-LANGUAGE SERVICES
2006-07 TO 2008-09**

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ON FRENCH-LANGUAGE SERVICES
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THIS AGREEMENT was concluded in English and in French
this 25 day of July 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 NEWFOUNDLAND AND
LABRADOR**, hereinafter called “Newfoundland and Labrador”, represented by the
President of Treasury Board and by the Minister for Intergovernmental Affairs of
Newfoundland and Labrador.

WHEREAS English and French are the official languages of Canada, as recognized in the
Constitution of Canada, the *Canadian Charter of Rights and Freedoms* and the *Official Languages Act*
(Canada), and Canada acknowledges its responsibilities and commitments to them;

WHEREAS Newfoundland and Labrador intends to adopt a coordinated approach to the provision of
services in French involving various departments and fostering consultation with the Francophone
community;

WHEREAS Canada believes that, according to its *Official Languages Act* and its official languages
policy, it is important to cooperate with provincial and territorial governments and with organizations
and institutions in Canada to advance the equality of status and use of English and French and to
promote the development and ensure the full participation of the official-language communities in
Canadian society;

WHEREAS the Department of Canadian Heritage has the mandate on behalf of Canada to co-operate
with provincial and territorial governments in order to foster the full recognition and use of English
and French in Canadian society and to enhance the vitality and support the development of official-
language minority communities across Canada, and to promote a co-ordinated approach by federal
institutions in pursuit of these objectives;

WHEREAS within the framework of its *Action Plan for Official Languages*, hereafter called
“Canada’s Action Plan”, announced on March 12, 2003, Canada identifies federal-provincial/territorial
collaboration for English- or French-minority language service delivery as one of the priority areas to
foster renewed vitality to the country’s linguistic duality;

WHEREAS Canada and Newfoundland and Labrador wish to establish, through this Agreement, a
general framework for the planning and implementation of various measures to increase the capability
of Newfoundland and Labrador to deliver French-language services and support the development and
vitality of the Francophone community of Newfoundland and Labrador;

AND WHEREAS Newfoundland and Labrador, as a member of the Ministerial Conference on
Francophone Affairs, agreed in 2002 to a series of principles to provide a supportive environment for
life in French in Canada;

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

1. DEFINITIONS

- a) “Federal Minister” means the Minister of Canadian Heritage or anyone authorized to act
on her behalf;
- b) “Provincial President” means the Provincial President of Treasury Board or anyone
authorized to act on his behalf;

- c) “Ministers” means the Federal Minister, the Provincial President and any other Ministers of Canada and Newfoundland and Labrador involved in implementing this Agreement;
- d) “Official languages” means English and French;
- e) “Fiscal year” means the period commencing April 1 of any year and terminating March 31 of the year immediately following;
- f) “Structuring Initiative” means a project or initiative intended to bring about a positive, structural and lasting change which will contribute to the development of the Francophone community;
- g) “Community” means a group of individuals who identify themselves as belonging to a structured or informal group centred on a shared Francophone identity basis;
- h) “Management Committee” means an administrative mechanism co-chaired and co-managed by the representatives designated by the signatories of this Agreement and created for the term of this Agreement to ensure its full implementation.

2. PURPOSE OF THE AGREEMENT

- 2.1 The purpose of this Agreement is to provide a three-year collaboration framework between Canada and Newfoundland and Labrador to support the planning and delivery of quality French-language services for the Francophone community of Newfoundland and Labrador, and to support the structuring initiatives aimed at contributing to its development as presented in the provincial Strategic Plan set out in Schedule B of this Agreement.

3. PURPOSE OF THE CONTRIBUTION

- 3.1 Subject to the provisions of this Agreement, Canada agrees to pay a portion of the eligible expenditures made by Newfoundland and Labrador to implement the final three years of its four-year Strategic Plan (Schedule B).
- 3.2 Newfoundland and Labrador’s Strategic Plan (Schedule B) includes:
 - 3.2.1 a preamble:
 - a) describing the general orientations, objectives and priorities of the province for 2005-06 to 2008-09;
 - b) describing the level of community involvement in the development of the Strategic Plan;
 - c) describing how the actions reflect overall provincial priorities;
 - d) providing the strategy the province will use to implement the Strategic Plan and the data sources that will be used to measure the expected results; and
 - e) other special considerations, as required.
 - 3.2.2 a table describing:
 - a) the expected results up to 2008-09;
 - b) the strategies, initiatives and measures that will be undertaken to achieve these results;
 - c) the performance indicators selected to measure progress; and
 - d) the breakdown by objective of eligible forecasted expenses and the respective contributions from both levels of government for the last three years of the Strategic Plan (Schedule B).

4. MAXIMUM AMOUNT OF THE CONTRIBUTION OF CANADA

- 4.1 Subject to the appropriation of funds by Parliament, to the maintenance of current and forecasted budget levels to March 31, 2009 of the Development of Official-Language Communities Program, Community Life Component, and to the terms of this Agreement, Canada agrees to contribute to the eligible expenses incurred by Newfoundland and Labrador in implementing the final three years of its four-year Strategic Plan (Schedule B), for the purposes described in Section 2 of this Agreement, as follows:

4.1.1. for 2006-07, an amount not to exceed the lesser of five hundred and twenty-five thousand dollars (\$525,000) or 63% of the total eligible expenses incurred for that fiscal year; for 2007-08, an amount not to exceed the lesser of five hundred and twenty-five thousand dollars (\$525,000) or 60% of the total eligible expenses incurred for that fiscal year; and for 2008-09, an amount not to exceed the lesser of five hundred and twenty-five thousand dollars (\$525,000) or 50% of the total eligible expenses incurred for that fiscal year.

2006-07	\$525,000
2007-08	\$525,000
2008-09	\$525,000

4.2 Special Project Funding

For each fiscal year of this Agreement, Canada may provide Newfoundland and Labrador with financial support, over and above the amount identified in paragraph 4.1 of this Agreement, for one-time measures and projects proposed by Newfoundland and Labrador subject to approval by Canada. These measures and projects will be included in a document to be attached to Newfoundland and Labrador's Strategic Plan and will form an integral part thereof. This document will include the following information on the measure or project: title, duration, objectives, expected results, total forecasted budget, federal contribution, and provincial contribution.

4.3 Subject to the appropriation of funds by the House of Assembly of Newfoundland and Labrador and the maintenance of current and forecasted budget levels of the Department of Finance, Newfoundland and Labrador agrees to contribute to the eligible expenses under the terms of its Strategic Plan (Schedule B) for 2006-07, 2007-08 and 2008-09.

4.4 The administrative procedures and conditions governing the payment of Canada's contribution are included in Schedule A of this Agreement.

5. ELIGIBLE EXPENSES

5.1 For the purposes of this Agreement, eligible expenses may include, among others, expenditures related to the planning, study, research, development and implementation of the activities supporting the implementation of Newfoundland and Labrador's Strategic Plan (Schedule B).

6. COORDINATION

6.1 The Federal Minister and the Provincial President shall each appoint a senior official who will co-chair the Management Committee.

6.2 Management Committee members may designate an official to replace them at meetings and may also call upon other federal or provincial departments as needed.

6.3 The Management Committee shall meet at least once a year to, among others:

- a) review the Strategic Plan (Schedule B) to ensure that the objectives are being achieved and that the operating mechanisms are efficient;
- b) meet representatives of other federal and provincial departments or agencies or other appropriate individuals in order to encourage the collaboration and participation of all concerned;
- c) prepare the report on outputs and actual expenditures and evaluations mentioned in this Agreement, as well as other documents presented by Newfoundland and Labrador in accordance with this Agreement and, if necessary, modifications to the Strategic Plan (Schedule B);
- d) ensure that the other duties or tasks set out in this Agreement or assigned by the Ministers are performed;

- e) ensure that these undertakings are completed with diligence and within a timeframe considered satisfactory by both parties.

7. APPROVED ACTIONS/MEASURES AND BUDGETS

- 7.1 Canada and Newfoundland and Labrador agree that the contributions referred to in paragraphs 4.1 and 4.2 of this Agreement apply only to the actions/measures described in Newfoundland and Labrador's Strategic Plan (Schedule B), based on the federal and provincial budget breakdown included in this Agreement.

8. ACCOUNTABILITY

- 8.1 Canada and Newfoundland and Labrador 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 the results achieved by these investments. Consequently, Newfoundland and Labrador agrees to provide Canada, in the six (6) months following the end of each fiscal year, with a certified final report on the outputs achieved in each fiscal year and on the actual expenditures incurred by Newfoundland and Labrador between April 1 and March 31 of each fiscal year.
- 8.2 The requirements pertaining to the submission and acceptance of the certified final report on outputs and actual expenditures are described in Section 3 of Schedule A of this Agreement.

9. PARTNERSHIP

- 9.1 Canada and Newfoundland and Labrador 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 Newfoundland and Labrador.

10. MEMBERS OF THE HOUSE OF COMMONS, THE SENATE OR THE HOUSE OF ASSEMBLY OF NEWFOUNDLAND AND LABRADOR

- 10.1 No member of the House of Commons, the Senate nor the House of Assembly of Newfoundland and Labrador may take part in this Agreement nor benefit from it in any way.

11. FORMER FEDERAL PUBLIC OFFICE HOLDERS AND PUBLIC SERVANTS

- 11.1 No official or employee of Canada shall be admitted to share in this Agreement or to benefit from it 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.

12. COLLABORATION WITH OTHER PROVINCES AND TERRITORIES

- 12.1 Canada and Newfoundland and Labrador agree that it is important to explore opportunities for collaboration between Canada, Newfoundland and Labrador and other provinces and territories for the provision of quality services in French and support to the Francophone community development.

13. OTHER FEDERAL DEPARTMENTS (INTERDEPARTMENTAL COORDINATION)

- 13.1 The Department of Canadian Heritage, in fulfilling its mandate to create and promote a concerted approach within federal institutions towards development of official-language communities and promotion of official languages, shall encourage these institutions to collaborate with their counterparts in Newfoundland and Labrador on the implementation of services in French.

14. LIABILITY OF CANADA

- 14.1 Canada shall not be liable for any injury, including death, or for any loss or damage to the property of Newfoundland and Labrador or anyone else, that occurs through the execution of this Agreement by Newfoundland and Labrador, unless such injury, loss or damage is caused by the negligence, wilful misconduct or bad faith of Canada, the Minister of Canadian Heritage, their employees, officers or agents.
- 14.2 Canada disclaims itself from any liability in the event that Newfoundland and Labrador concludes a loan, rent-to-own contract or any other long-term contract involving the project for which the contribution is granted in this Agreement.

15. INDEMNIFICATION

- 15.1 Newfoundland and Labrador shall indemnify Canada, the Minister of Canadian Heritage and their employees, officers or agents, and release them from any liability for claims, losses, damages, expenses and costs related to any injury or death, or loss or damage to property caused or alleged to be caused by Newfoundland and Labrador or its employees, officers or agents in carrying out the activities described in this Agreement.

16. DISPUTE RESOLUTION

- 16.1 In the event of a dispute arising under the terms of this Agreement, the parties agree to try 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 will bear the cost of mediation equally.

17. BREACH OF COMMITMENTS AND RECOURSE

- 17.1 The following constitute breach of commitments:

17.1.1 Newfoundland and Labrador, other than in good faith, directly or through its representative, makes or made a false declaration or misrepresentation to Canada; or

17.1.2 Canada, acting reasonably, is of the opinion that any term, condition or undertaking in this Agreement is not complied with, in any material respect.

- 17.2 Canada agrees that it shall not declare an event of default has occurred unless Canada has given notice to Newfoundland and Labrador of the condition or event which in Canada's opinion constitutes an event of default and Newfoundland and Labrador has failed, within thirty (30) days of receipt of the Notice, either to correct the condition or event complained of or to demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to correct the condition, and has notified Canada of the rectification.

- 17.3 Subject to paragraph 17.4 of this Agreement, 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:

17.3.1 reduce Canada's contribution to Newfoundland and Labrador and inform it accordingly;

17.3.2 suspend any payment of Canada's contribution with respect to amounts owing or future payments; or

17.3.3 rescind this Agreement and immediately terminate any further financial obligation arising out of it.

- 17.4 In the event of an action of Canada under paragraph 17.3 of this Agreement, Canada shall remain obligated to contribute to eligible expenses incurred by Newfoundland and Labrador under the terms of this Agreement up to and including Newfoundland and Labrador's receipt of Canada's notice of a declaration of a breach of commitments in accordance with paragraph 17.2 of this Agreement.

18. ASSIGNMENT

18.1 This Agreement, or any benefit thereunder, may not be assigned without prior written approval from Canada.

19. APPLICABLE LAWS AND STATUTES

19.1 This Agreement shall be governed by and interpreted in accordance with the applicable laws and statutes in Newfoundland and Labrador.

20. COMMUNICATIONS

20.1 Any communication concerning this Agreement intended for Canada shall be sent by mail to:

Provincial Director, Newfoundland and Labrador
Department of Canadian Heritage
5th Floor, 10 Barter's Hill
St. John's, NL A1C 5X4

20.2 Any communication concerning this Agreement intended for Newfoundland and Labrador shall be sent by mail to:

Deputy Minister of the Public Service Secretariat
Department of Executive Council
Government of Newfoundland and Labrador
Main Floor, East Block
Confederation Building
St. John's, NL A1B 4J6

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

21. DURATION

21.1 This Agreement binds Newfoundland and Labrador and Canada for the period starting April 1, 2006, and ending on March 31, 2009, and all contributions to be provided by Canada in accordance with the provisions of this Agreement are to be applied to the measures implemented and the expenses incurred by Newfoundland and Labrador in carrying out the final three years its four-year Strategic Plan (Schedule B).

22. AMENDMENT OR TERMINATION

22.1 The parties may, with mutual written consent, amend or terminate this Agreement during the life of this Agreement.

23. DESCRIPTION OF THE CONTRIBUTION AGREEMENT

23.1 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 negotiations, understandings and undertakings related to its subject matter. Newfoundland and Labrador acknowledges having read this Agreement and agrees with the contents.

SCHEDULE A - Administrative Procedures and Conditions
SCHEDULE B - Newfoundland and Labrador's Strategic Plan
SCHEDULE C - Model – Certified final report on outputs and actual expenditures

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

ON BEHALF OF CANADA

**ON BEHALF OF NEWFOUNDLAND AND
LABRADOR**

Josée Verner

Loyola Sullivan

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

The Honourable Loyola Sullivan
President of Treasury Board

Witness

Witness

Denis Jollette

Deborah Pinto

Name in block letters

Name in block letters

Denis Jollette

Deborah Pinto

Signature

Signature

AND

AND

Beverley J. Oda

John Ottenheimer

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

The Honourable John Ottenheimer Q.C.
Minister for Intergovernmental Affairs
(or Designate)

Witness

Witness

Aaron Campbell

Joanne Layman

Name in block letters

Name in block letters

Aaron Campbell

Joanne Layman

Signature

Signature

ADMINISTRATIVE PROCEDURES AND CONDITIONS

1. PAYMENT TERMS

1.1 Strategic Plan

1.1.1 Canada's contribution to Newfoundland and Labrador's Strategic Plan (Schedule B), referred to in paragraph 4.1 of this Agreement, shall be paid as follows:

- (a) an initial advance payment representing approximately one half (50%) of Canada's contribution for fiscal year 2006-07 shall be made upon receipt and acceptance of Newfoundland and Labrador's Strategic Plan (Schedule B) and signing of this Agreement, and if all requirements for the previous payments have been met;
- (b) for each subsequent fiscal year, a first advance payment representing approximately one half (50%) of Canada's contribution for that year shall be made on or about April 15 upon receipt and acceptance by Canada, if necessary, of an updated Strategic Plan (Schedule B) and if all requirements for the previous payments have been met;
- (c) for each fiscal year of the Agreement, a second and final advance payment, not exceeding the balance of Canada's contribution for that year, shall be made upon receipt and acceptance of:
 - i) a certified final report on outputs and actual expenditures for the previous fiscal year except for the first year of the Agreement; and
 - ii) a certified interim financial statement reporting actual expenditures made by Newfoundland and Labrador during the period ending September 30 of the current fiscal year and anticipated expenditures up to March 31 of the same fiscal year.

1.2 Special Projects

Canada's contribution to Newfoundland and Labrador for special projects, referred to in paragraph 4.2 of this Agreement, shall be paid as follows:

1.2.1 For one-year projects:

- (a) an initial advance payment representing approximately one half (50%) of Canada's contribution for that fiscal year shall be paid following approval of Canada;
- (b) a second and final advance payment, not exceeding the balance of Canada's contribution for that fiscal year, shall be paid after receipt and acceptance by Canada of a certified interim financial statement reporting actual expenditures made by Newfoundland and Labrador during the period ending September 30 of the current fiscal year and anticipated expenditures up to March 31 of the same fiscal year.

1.2.2 For multi-year projects:

- (a) an initial advance payment representing approximately one half (50%) of Canada's contribution for that first fiscal year shall be paid following approval of Canada;
- (b) for each subsequent fiscal year, a first advance payment representing approximately one half (50%) of Canada's contribution for that fiscal year shall be made on or about April 15 if all requirements for previous payments have been met;
- (c) for the first fiscal year of a multi-year project, a second and final advance payment, not exceeding the balance of Canada's contribution for that fiscal year, shall be paid after receipt and acceptance by Canada of a certified interim financial statement reporting actual expenditures made by Newfoundland and Labrador during the period ending September 30 of the current year and anticipated expenditures up to March 31 of the same fiscal year;

(d) for each subsequent fiscal year, a second and final advance payment, not exceeding the balance of Canada's contribution for that fiscal year, shall be made upon receipt and acceptance by Canada of:

- i) a certified final report on outputs and actual expenditures related to the special project for the previous fiscal year; and
- ii) a certified interim financial statement reporting actual expenditures made by Newfoundland and Labrador during the period ending September 30 of the current fiscal year and anticipated expenditures up to March 31 of the same fiscal year.

1.3 For all special projects, Newfoundland and Labrador agrees to provide Canada with a certified final report on outputs and actual expenditures related to the special project. Newfoundland and Labrador agrees to provide this report no later than September 30 of the fiscal year that follows the last year of the special project.

2. TRANSFERS

2.1 Newfoundland and Labrador may transfer funds between measures for the same objective in order to meet the Strategic Plan objectives, insofar as these transfers do not jeopardize the ability to achieve the expected results in the provincial Strategic Plan (Schedule B).

2.2 Canada and Newfoundland and Labrador may agree to make transfers of funds between objectives in the Strategic Plan (Schedule B), subject to the provisions of paragraph 5.1 of this Agreement, insofar as these transfers do not jeopardize the ability to achieve the expected results in the Strategic Plan (Schedule B). Newfoundland and Labrador must present Canada with such a request in writing no later than February 15 of the fiscal year in question. This request for a transfer of funds between objectives will be subject to the approval of the federal co-chair of the Management Committee.

3. CERTIFIED FINAL REPORT ON OUTPUTS AND ACTUAL EXPENDITURES

3.1 Within six (6) months following the end of each fiscal year, it is agreed that, for the purposes of this Agreement, Newfoundland and Labrador will present Canada with a final report on the outputs for each fiscal year based on the indicators set out in the provincial Strategic Plan (Schedule B), and the actual expenses, as per Section 8 of this Agreement. This report will be certified by a senior project officer and a senior finance officer duly authorized by Newfoundland and Labrador. This report provided by Newfoundland and Labrador will be made according to the requirements set out for the certified final report on outputs and actual expenditures, with the necessary adjustments. It will be accompanied by a cover letter that will provide an overall interpretation of Newfoundland and Labrador's outputs and examples of the province's most significant achievements in relation to its objectives, as mentioned in the preamble to its Strategic Plan (Schedule B).

3.2 Newfoundland and Labrador agrees to provide its certified final report on outputs and actual expenditures for each fiscal year no later than September 30 of the following fiscal year. The final report shall conform as near as possible to Schedule C of this Agreement.

3.3 Newfoundland and Labrador agrees to keep accounts and documents up to date and in due form on receipts and expenditures related to the content of this Agreement, including all related invoices, receipts and useful supporting documents. Newfoundland and Labrador will provide financial statements and other documents provided for in this Agreement from time to time as required by Canada, and it will manage its financial affairs in accordance with generally accepted accounting principles and practices. For the purposes of this Agreement, Newfoundland and Labrador will retain all financial accounts, source documents and other useful documents for a period of at least five years following the expiration of this Agreement.

4. NATIONAL REPORT ON RESULTS

4.1 Canada and Newfoundland and Labrador agree that the Group of Officials Responsible for Francophone Affairs network as well as the Ministerial Conference on the Canadian Francophonie shall constitute the multilateral forums for the development of the national report.

- 4.2 Newfoundland and Labrador agrees to share information with Canada on best practices adopted to measure results. Canada and Newfoundland and Labrador further agree to develop indicators to measure progress made towards agreed upon objectives, which could be integrated in Strategic Plans where and when appropriate.
- 4.3 The information mentioned in paragraph 4.2 of this Schedule will be incorporated to a report which shall be produced and published by Canada during the second year of this Agreement (2007-08).

5. INFORMATION TO THE PUBLIC

- 5.1 Canada and Newfoundland and Labrador agree to make the text of this Agreement and its schedules available to the Canadian public, in particular on their respective Websites, within a reasonable timeframe following the signature of this Agreement.
- 5.2 Newfoundland and Labrador agrees to make available to the public copies of certified final report on outputs and actual expenditures as part of this Agreement after these documents have been accepted by Canada. To obtain copies, interested individuals may contact Newfoundland and Labrador in accordance with the provisions of paragraph 20.2 of this Agreement.
- 5.3 Newfoundland and Labrador agrees to give recognition to Canada's participation when conducting publicity for the measures for which financial assistance was provided by Canada. For the purpose of this Agreement, publicity includes, without being limited to, news releases and provincial departmental and agency reports. Newfoundland and Labrador agrees to provide Canada with samples of these different kinds of publicity.
- 5.4 Canada and Newfoundland and Labrador agree to share, at the time of its publication, any report on services in French that may be produced, to be used as complementary information.
- 5.5 Newfoundland and Labrador agrees that all its communications with and the publications made available to the general public, in relation with this Agreement, will be in both official languages.

6. OVERPAYMENT

- 6.1 The parties agree that, if payments made to Newfoundland and Labrador under this Agreement exceed the amounts to which Newfoundland and Labrador is entitled, the overpayment shall be returned to Canada, failing which Canada may reduce its future contributions to Newfoundland and Labrador by an equivalent amount.

7. FINANCIAL AUDITS

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

8. EVALUATION

- 8.1 Newfoundland and Labrador is responsible for evaluating the measures funded under this Agreement and shall determine the scope of the evaluation and methodology and procedures to be used. Newfoundland and Labrador shall provide Canada with a report on the measures evaluated.

- 8.2 Canada is responsible for evaluating the Community Life Component of the Development of Official-Language Communities Program. Newfoundland and Labrador shall provide all relevant information necessary for this evaluation.
- 8.3 Canada and Newfoundland and Labrador may agree on a joint evaluation for all or some of the measures funded under this Agreement. In such cases, the two parties shall fund the evaluation on an equal basis.

9. CONSULTATIONS

- 9.1 Newfoundland and Labrador has included in its Strategic Plan's preamble (Schedule B) information on the level of community involvement in the development of the document.

MODEL
CERTIFIED FINAL REPORT ON OUTPUTS AND ACTUAL EXPENDITURES FOR (FISCAL YEAR IN QUESTION)
Canada – Newfoundland and Labrador Agreement on French-Language Services - 2006-07 to 2008-09

GENERAL OBJECTIVE:

Objective:				
PLANNED ACTION/MEASURES 2006-07 TO 2008-09	EXPECTED RESULTS (fiscal year in question)	PERFORMANCE INDICATORS	OUTPUTS ATTAINED (fiscal year in question)	ACTUAL EXPENDITURES TO MARCH 31, (FISCAL YEAR IN QUESTION)
				Federal: <u>Province:</u> Total:

Certified by: _____ (Senior Program Officer)

Date: _____

Certified by: _____ (Senior Financial Officer)

Date: _____