

**CANADA - NEWFOUNDLAND AND LABRADOR AGREEMENT  
FOR THE CONSTRUCTION OF ÉCOLE BORÉALE  
OF HAPPY VALLEY-GOOSE BAY - 2008-09 AND 2009-10**

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FOR THE CONSTRUCTION OF ÉCOLE BORÉALE OF  
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**THIS AGREEMENT** was concluded in English and French  
on this 12<sup>th</sup> day of February 2009,

**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  
Minister of Education and Minister responsible for the Status of Women of  
Newfoundland and Labrador.

**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** Newfoundland and Labrador 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 Newfoundland and Labrador;

**WHEREAS** education is under provincial jurisdiction;

**WHEREAS** Newfoundland and Labrador, 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 Newfoundland and Labrador 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**, in the context of the *Roadmap for Canada’s Linguistic Duality 2008-2013: Acting for  
the Future*, released on June 19<sup>th</sup> 2008, Canada continues to support provincial and territorial programs  
aimed at education in the language of official-language minority communities, and in second-language  
education;

**WHEREAS** Newfoundland and Labrador acknowledges Canada's Action Plan and the Roadmap for Canada's Linguistic Duality;

**WHEREAS** Canada and Newfoundland and Labrador acknowledges the importance of developing recruitment and preparation for schooling strategies, as well as rooting the schools to the Acadian and Francophone communities in Newfoundland and Labrador;

**AND WHEREAS** Canada and Newfoundland and Labrador, in accordance with the terms of this agreement, are prepared to allocate additional funds identified in the *Canada-Newfoundland and Labrador Agreement on Minority Language Education and Second Official Language Instruction – 2005-06 to 2008-09* to support the construction of École Boréale in Happy Valley-Goose Bay;

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

## **1. DEFINITIONS**

1.1 The following definitions apply to this agreement.

« Action Plan for Official Languages », refers to Canada's *Action Plan for Official Languages* released on March 12, 2003, which identifies education as one of Canada's priorities to provide new impetus to linguistic duality in the country, and to the *Roadmap for Canada's Linguistic Duality 2008-2013: Acting for the Future*, released on June 19<sup>th</sup> 2008, which confirms that Canada will continue to support provincial and territorial programs aimed at education in the language of official-language minority communities, and in second-language education.

“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 Newfoundland'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 Newfoundland and Labrador'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 Newfoundland and Labrador, 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 Newfoundland and Labrador.

“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 Newfoundland and Labrador.

“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 Newfoundland and Labrador 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 Newfoundland and Labrador for 2008-09 and 2009-2010 to support the project described in Schedules 2 and 3 of this agreement. The project is designed to meet the educational needs in French and the developmental needs of the Francophone community in the Happy Valley-Goose Bay 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 Newfoundland and Labrador for the construction of the École Boréale.
- 3.2 In accordance with section 2 of this agreement, Canada and Newfoundland and Labrador agree that Canada’s additional funds shall be used for the construction of a pre-school centre at École Boréale in Happy Valley-Goose Bay.

## **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 project is two millions four hundred eighty eight thousands five hundred thirty dollars (\$2,488,530). Canada agrees to make a maximum contribution of three hundred thousand dollars (\$300,000) toward the total actual eligible expenses incurred by Newfoundland and Labrador.
- 4.2 Canada and Newfoundland and Labrador recognize that the additional funding identified in paragraph 4.1 was approved on March 28, 2006 under the *Canada-Newfoundland and Labrador Agreement on Minority Language Education and Second Official Language Instruction – 2005-06 to 2008-09*.
- 4.3 Canada and Newfoundland and Labrador agree that the additional funding identified under this agreement shall be included in the calculation of the total funding awarded to Newfoundland and Labrador under the Protocol.
- 4.4 For the purposes of this agreement, this additional funding will be subject to separate accountability measures.
- 4.5 Canada and Newfoundland and Labrador recognize that Canada’s financial contribution in 2008-09 shall be provided to support the measures implemented during that period.
- 4.6 Subject to the appropriation of funds by the Legislative Assembly of Newfoundland and Labrador and the maintenance of current and forecasted budgetary levels for the Department of Education, Newfoundland and Labrador agrees to contribute to the eligible expenses incurred under the terms of this agreement. Newfoundland and Labrador’s total contribution for the project represents an amount of two millions one hundred eighty eight thousands five hundred thirty dollars (\$2,188,530) and shall be distributed as follows:

2008-09	\$ 920,980
2009-10	\$ 1,267,550

- 4.7 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. APPROVED STRATEGIES AND BUDGETS**

- 6.1 Canada and Newfoundland and Labrador agree that the contribution referred to in subsection 4.1 shall apply only to the construction of École Boréale, based on the federal and provincial budgetary breakdown set out in Schedule 3 of this agreement.

## **7. ACCOUNTABILITY**

- 7.1 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 for the results achieved by these investments. Consequently, Newfoundland and Labrador agrees to provide Canada, with the financial statements required for the years covered by this agreement at the end of the project.

## **8. TENDERS**

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

## **9. DESCRIPTION OF PROJECT, ESSENTIAL FURNITURE AND EQUIPMENT**

- 9.1 Before awarding a contract under this agreement, Newfoundland and Labrador 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 assessments prescribed in section 11, in accordance with the *Canadian Environmental Assessment Act*.
- 9.2 The École Boréale funded under this agreement shall be fully operational no later than September 30, 2009.
- 9.3 Newfoundland and Labrador shall ensure that the new facilities are accessible to the disabled.
- 9.4 For the purposes of this agreement, "essential furniture and equipment" means the furniture and equipment needed for the operation and maintenance of the building and the land that are usually and reasonably provided for in such institutions in Newfoundland and Labrador, excepting perishables.

## **10. DISPOSAL OF ASSETS**

- 10.1 For any asset purchase (furniture, equipment, automotive equipment, buildings, etc.) that has a cost of over \$1,000, Newfoundland and Labrador shall preserve and maintain the assets acquired with the contribution funds of this agreement and use them for the purposes of the funded activities for a period of five years following the expiry or termination of this agreement, unless:
- 10.1.1 written exemption from this requirement is obtained from Canada;
  - 10.1.2 Canada authorizes the disposal of the assets;
  - 10.1.3 the assets must be replaced on account of wear; or
  - 10.1.4 the assets must be replaced on account of obsolescence.

## **11. ENVIRONMENTAL ASSESSMENT**

- 11.1 Newfoundland and Labrador 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.
- 11.2 The costs of the environmental assessments 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.
- 11.3 Newfoundland and Labrador shall respect any municipal, provincial and federal statutes and regulations related to the protection of the environment.

## **12. PARTNERSHIP**

- 12.1 The parties recognize that this agreement does not constitute an association with the intent to establish a partnership or a joint venture nor to create an agency relationship between Canada and Newfoundland and Labrador.

## **13. ACCESS TO PREMISES**

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

## **14. INSURANCE**

- 14.1 Newfoundland and Labrador shall take the necessary measures to ensure that the premises of the institutions included under this agreement are, at all times, insured against fire, loss or damage from whatever reason, for the full replacement value of the premises.

## **15. MEMBERS OF THE HOUSE OF COMMONS, THE SENATE AND THE LEGISLATIVE ASSEMBLY OF NEWFOUNDLAND AND LABRADOR**

- 15.1 No member of the House of Commons, the Senate or the Legislative Assembly of Newfoundland and Labrador may take part in this agreement or benefit from it in any way.

## **16. FORMER FEDERAL PUBLIC OFFICE HOLDERS AND PUBLIC SERVANTS**

- 16.1 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 Act, S.C. 2006, c 9* or the *Values and Ethics Code for the Public Service* may receive a direct benefit from this agreement.

## **17. LIABILITY OF CANADA**

- 17.1 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, or their employees, officers or agents.
- 17.2 Canada disclaims itself from any liability in the event that Newfoundland and Labrador concludes a loan, rent-to-own contract or other long-term contract involving the project for which the contribution is granted in this agreement.

## **18. INDEMNIFICATION**

18.1 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, costs and expenses related to any injury or death or loss of or damage to property caused or alleged to be caused by Newfoundland and Labrador or its employees, officers or agents in carrying out the project(s) described in this agreement.

## **19. DISPUTE RESOLUTION**

19.1 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.

## **20. BREACH OF COMMITMENTS AND RECOURSE**

20.1 The following constitute breach of commitments:

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

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

20.2 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.

20.3 Subject to section 20.4, 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:

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

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

20.3.3 rescind this agreement and immediately terminate any further financial obligation arising out of it.

20.4 In the event of an action of Canada under section 20.3, 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 Section 20.2.

## **21. ASSIGNMENT**

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

## **22. APPLICABLE STATUTES**

22.1 This agreement shall be governed by and interpreted in accordance with the applicable statutes of Newfoundland and Labrador.

## **23. COMMUNICATIONS**

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

Department of Canadian Heritage  
Gatineau, Québec K1A 0M5

Attention of:  
Director General, Official Languages Support Programs

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

Minister of Education  
Government of Newfoundland and Labrador  
P.O. Box 8700  
St. John's, NL  
A1B 4J6

Attention of: Susan Forward  
Manager, Language Programs Section

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

## **24. DURATION**

24.1 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 24.2.

24.2 Subject to subsection 24.3, 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 Newfoundland and Labrador for the period commencing on April 1, 2008 and ending on March 31, 2010.

24.3 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 24.2 could therefore end on June 30, 2010.

24.4 All the obligations of Newfoundland and Labrador shall survive, explicitly or by reason of their nature, the cancellation or expiry of this agreement, until they are discharged or until they expire.

## **25. AMENDMENT OR TERMINATION**

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

## **26. CONTENT OF AGREEMENT**

26.1 This agreement, including the following schedules that form an integral part of this agreement and subsequent amendments to them, constitutes the entire agreement between the parties and supersedes all previous and future documents, negotiations, understandings and undertakings related to its subject matter. The province acknowledges having read this agreement and agrees with the content.

SCHEDULE 1 – Administrative Terms and Conditions

SCHEDULE 2 – Description of 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.

**FOR CANADA, ON BEHALF  
OF THE MINISTER OF CANADIAN  
HERITAGE**

James Moore

\_\_\_\_\_  
The Honourable James Moore, P.C., M.P.  
Minister of Canadian Heritage and  
Official Languages

**Witness**

Ian Todd

\_\_\_\_\_  
Name in block letters

Ian Todd

\_\_\_\_\_  
Signature

**ON BEHALF OF NEWFOUNDLAND AND  
LABRADOR**

Joan Burke

\_\_\_\_\_  
The Honourable Joan Burke  
Minister of Education and  
Minister responsible for Status of Women

**Witness**

Donna Blackwood

\_\_\_\_\_  
Name in block letters

Donna Blackwood

\_\_\_\_\_  
Signature

**AND**

Dave Denine

\_\_\_\_\_  
The Honourable Dave Denine  
Minister for Intergovernmental Affairs Secretariat

**Witness**

Joanne Layman

\_\_\_\_\_  
Name in block letters

Joanne Layman

\_\_\_\_\_  
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 A first advance payment, representing one half (50%) of Canada's contribution for 2008-09, shall be made following the signing of this agreement and the acceptance by Canada of the following documents:

- a) the environmental assessment, in accordance with subsection 9.1 and section 11.1 of this agreement;
- b) copies of the contracts signed by the architect and/or the contractor;
- c) a list of the furniture and equipment to be purchased during 2008-09, if applicable;
- d) a schedule of work for 2008-09.

1.1.2 A second and final advance payment, not exceeding the balance of Canada's contribution for 2008-09, shall be made following receipt and acceptance by Canada of the following documents:

- a) a certified interim financial statement for fiscal year 2008-09, demonstrating the actual expenditures made by Newfoundland and Labrador for the period of April 1<sup>st</sup>, 2008 to January 31<sup>st</sup>, 2009, with supporting documents (see definition of supporting documents in section 1 of the agreement), as well as the expenditures projected until March 31, 2009;
- b) a revised version of Schedule 2, "Description of Project", if applicable;
- c) a revised version of Schedule 3, "Estimated Eligible Costs, Expenditures Timetable and Projected Contributions", if applicable; and
- d) a revised version of the schedule of work for 2008-09, if applicable.

1.2 The amounts to be paid by Canada to Newfoundland and Labrador 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 Newfoundland and Labrador acting on any issues raised by Canada, should the occasion arise.

**2. FINANCIAL STATEMENTS, REPORTS ON OUTCOMES AND RELEVANT DOCUMENTS**

2.1 In accordance with section 1 of this schedule, Newfoundland and Labrador shall provide certified interim and final financial statements for each year covered by this agreement.

2.2 The financial statements shall be certified by a senior program officer and a certified financial officer, both of whom shall be duly authorized by Newfoundland and Labrador and approved by Canada.

2.3 In addition to the certified financial statements referred to in section 1 of this schedule, within six (6) months following the end of this agreement, Newfoundland and Labrador shall provide to Canada final certified financial statements for 2008-09 and 2009-10.

2.4 For purposes of this agreement, Canada agrees that the period during which expenses can be charged against contributions for each fiscal year may be extended to June 30 in order to take

the school year into consideration. Where applicable, Newfoundland and Labrador 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 Newfoundland and Labrador shall submit to Canada a document attesting the official inauguration of the new school École Boréale.

### **3. OVERPAYMENT**

- 3.1 The parties agree that, if the payments made to Newfoundland and Labrador 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.

### **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 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 shall be determined by Canada and, if needed, these audits may be conducted by Department of Canadian Heritage officials or its agents.
- 4.2 Newfoundland and Labrador 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, Newfoundland and Labrador 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 Newfoundland and Labrador of the results of any financial audit and to pay Newfoundland and Labrador, as soon as possible after 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 due and owing to Canada.

### **5. INFORMATION TO THE PUBLIC**

- 5.1 Canada and Newfoundland and Labrador 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 Newfoundland and Labrador 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 Newfoundland and Labrador agree to make the reports regarding the project available to the Canadian public in a reasonable timeframe after the documents are accepted by Canada.
- 5.4 Canada and Newfoundland and Labrador 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, renovation and installation works, Newfoundland and Labrador 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 inauguration of the new school École Boréale in Happy Valley-Goose Bay.

- 6.2 Newfoundland and Labrador 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 sites, news releases, reports by provincial departments and agencies, and correspondence with educational institutions. Newfoundland and Labrador agrees to provide Canada with samples of these various types of publicity.
- 6.3 Newfoundland and Labrador agrees to take all reasonable measures to ensure that any recipient of a financial contribution from Canada, in particular schools and school boards, mention Canada's contributions wherever appropriate, in any publicity relating to the project for which Canada has made a financial contribution.
- 6.4 Upon completion of the construction, renovation and installation works, Newfoundland and Labrador shall install a plaque on the site covered in this agreement, 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 Newfoundland and Labrador has assured Canada that interested associations and groups in the province, in particular representatives of school boards and Acadian and Francophone communities were consulted in the planning and designing of the project covered by this agreement.

## **8. EVALUATION**

- 8.1 Newfoundland and Labrador is responsible for the evaluation of its educational programs and measures under its jurisdiction, including the project covered by this agreement. Newfoundland and Labrador agrees to share with Canada the results of those evaluations.
- 8.2 Canada's programs, including the *Development of Official-Language Communities Program*, *Minority Language Education Component*, are routinely subject to evaluation. Canada shall encourage input from Newfoundland and Labrador 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 Newfoundland and Labrador.

## SCHEDULE 2

### DESCRIPTION OF PROJECTS

#### I. ÉCOLE BORÉALE

Happy Valley-Goose-Bay school and community spaces will be constructed in 2008-09 and 2009-10 in response to the school and community clientele needs.

		PROJECTED SPACE (m <sup>2</sup> )		
		Canada	Newfoundland and Labrador	TOTAL (m <sup>2</sup> )
<b><u>School space – Construction</u></b>				
School construction		0	479	479
<b>sub-total</b>		<b>0</b>	<b>479</b>	<b>479</b>
<b><u>Community space – Construction</u></b>				
Preschool centre		75	0	75
<b>sub-total</b>		<b>75</b>	<b>0</b>	<b>75</b>
<b>TOTAL</b>		<b>75</b>	<b>479</b>	<b>554</b>

Summary	Canada	Newfoundland and Labrador	TOTAL (m <sup>2</sup> )
School space - Construction	0	479	479
Community space - Construction	75	0	75
<b>NET SURFACE AREA</b>	<b>75</b>	<b>479</b>	<b>554</b>

**SCHEDULE 3**

**ESTIMATED ELIGIBLE COSTS, EXPENDITURES TIMETABLE AND PROJECTED CONTRIBUTIONS**

**I. ÉCOLE BORÉALE**

Cost description	2008-2009			2009-2010			TOTAL		GRAND TOTAL
	Canada	Newfoundland & Labrador	Total	Canada	Newfoundland & Labrador	Total	Canada	Newfoundland & Labrador	
Architech fees/Administrative costs	40,000 \$	50,980 \$	90,980 \$	- \$	31,550 \$	31,550 \$	40,000 \$	82,530 \$	122,530 \$
Construction	230,000 \$	870,000 \$	1,100,000 \$	- \$	1,100,000 \$	1,100,000 \$	30,000 \$	1,970,000 \$	2,200,000 \$
Other - Construction Contingency, etc.	- \$	- \$	- \$	- \$	110,000 \$	110,000 \$	- \$	110,000 \$	110,000 \$
Essential furniture and equipment	30,000 \$	- \$	30,000 \$	- \$	26,000 \$	26,000 \$	30,000 \$	26,000 \$	56,000 \$
<b><u>TOTAL</u></b>	300,000 \$	920,980 \$	1,220,980 \$	- \$	1,267,550 \$	1,267,550 \$	300,000 \$	2,188,530 \$	2,488,530 \$