

CANADA – NORTHWEST TERRITORIES

INFRASTRUCTURE FRAMEWORK AGREEMENT

This Agreement made as of February 21, 2008

BETWEEN:

HER MAJESTY IN RIGHT OF CANADA, ("Canada") represented by the Minister of Transport, Infrastructure and Communities,

AND:

THE GOVERNMENT OF THE NORTHWEST TERRITORIES ("Northwest Territories") represented by the Minister of Municipal and Community Affairs

PREAMBLE

Canada and Northwest Territories agree on the need for high-quality, modern public infrastructure that contributes to long-term economic growth, a clean environment and strong communities. The Parties further agree on the need for long-term planning to strategically address infrastructure needs in priority areas, including water, wastewater, public transit, the core National Highway System and green energy.

Infrastructure was identified as one of the joint priorities of federal, provincial and territorial governments as part of restoring fiscal balance. Five key principles emerged from Canada's 2006 fiscal balance consultations with the Provinces and Territories:

- Accountability through clarity of roles and responsibilities;
- Fiscal responsibility and budget transparency;
- Predictable, long-term fiscal arrangements;
- A competitive and efficient economic union; and
- Effective collaborative management of the federation.

In delivering on the commitment made in *Advantage Canada* in November 2006, the Government of Canada established the new \$33 billion Building Canada plan under Budget 2007 that is guided by these principles. The Building Canada plan includes comprehensive and integrated suite of infrastructure initiatives, as follows:

- base funding in support of infrastructure for municipalities including the \$11.8 billion *Gas Tax Fund* (extended to 2013-14) and an estimated \$5.8 billion in *Goods and Services Tax*

Rebate, which represents the benefit of raising the rebate from 57% to 100%;

- a \$2.275 billion provincial and territorial Base Funding initiative (“Base Funding”) to provide each jurisdiction with \$25 million per year over seven years;
- Program funds, including the \$8.8 billion *Building Canada Fund*, the \$2.1 billion *Gateways and Border Crossings Fund*; a \$1.25 billion *Public-Private Partnerships Fund*, and an additional \$410 million for the *Asia-Pacific Gateway and Corridor Initiative*, bringing the total federal investment to \$1 billion for that initiative;

Canada and Northwest Territories agree to establish a forum, the Infrastructure Framework Committee, to act as a focal point for an integrated discussion of infrastructure issues, priorities and long-term strategies in Northwest Territories. The Parties agree on the value of engaging local governments in the delivery of the Building Canada plan, and that community infrastructure will be one of the priorities for funding.

The Parties agree that the existing Canada-Northwest Territories infrastructure agreements will stand on their own, specifically with their respective authorities and terms and conditions, and are not affected by this Agreement.

1 INTERPRETATION

1.1 Definitions

In addition to the terms defined in the preamble and elsewhere in this Agreement, a capitalized term has the meaning given to it in this Section:

“**Agreement**” means this framework agreement and all of its schedules;

“**Base Funding Agreement**” means the funding agreement to be negotiated between Canada and Northwest Territories in respect of Base Funding;

“**Base Funding Eligible Initiatives**” means those Public Infrastructure initiatives falling within a category identified in Subsection 1.2 of Schedule A;

“**BCF**” means the Building Canada Fund;

“**Building Canada plan**” means the Government of Canada’s new \$33 billion infrastructure plan established under Budget 2007;

“**Eligible Costs**” means initiative costs eligible for funding pursuant to Treasury Board Approvals;

“**Eligible Recipients**” means the recipients identified in subsections 1.1 in Schedule A;

“**Federal Minister**” means the Minister of Transport, Infrastructure and Communities, in his capacity as minister responsible for infrastructure;

“**Fiscal Year**” means the period beginning April 1 of a year and ending March 31 of the following year;

“**Gas Tax Fund Agreement**” means the agreement on the transfer of Federal Gas Tax revenues dated November 10, 2005, made between Canada and Northwest Territories;

“**IFC**” means the Infrastructure Framework Committee created pursuant to Section 7 hereof;

“**Local and Community Priority Categories**” means the initiative categories described in Subsection 1.2.2 of Schedule A hereto;

“**Local Government**” means a corporation established under or continued by the *Charter Communities Act*, S.N.W.T. 2003, c. 22, s. 1, the *Cities, Towns and Villages Act*, S.N.W.T. 2003, c. 22, s. 2, the *Hamlets Act*, S.N.W.T. 2003, c. 22, s. 3, *Tlicho Community Government Act*, S.N.W.T. 2005, or the *Settlements Act*, R.S.N.W.T. 1988, c. S-9, or any First Nations Council which is the community governing authority recognized by the Minister of Municipal and Community Affairs as the prime public authority responsible for the provision of municipal services pursuant to Section 4 of the *Municipal and Community Affairs Establishment Policy*, revised March 6, 1998, and amendments thereto.

“**Ministers**” means the Federal Minister and the Territorial Minister;

“**National Priority Categories**” means the initiative categories described in Subsection 1.2.1 of Schedule A hereto;

“**Northwest Territories Infrastructure Plan**” means a plan that outlines the territory’s long-term vision and approach to managing Public Infrastructure, prepared in accordance with Schedule B;

“**Party**” means Canada or Northwest Territories and “**Parties**” means both Canada and Northwest Territories;

“**Public Infrastructure**” means publicly or privately-owned fixed capital assets in Canada for public use or benefit;

“**P3**” means a cooperative venture between the public and private sectors for the provision of Public Infrastructure;

“**Territorial Minister**” means the Minister of Municipal and Community Affairs;

“**Treasury Board Approval**” means approval from Canada’s Treasury Board for the creation of the Building Canada Fund and the Base Funding program upon terms satisfactory to the Federal Minister.

1.2 Duration or Term of Agreement

This Agreement will be effective as of the date it is signed by both Parties and shall terminate on March 31, 2015.

1.3 Conditions

This Agreement is conditional upon approval from Canada's Treasury Board for the creation of the Base Funding program, on or before December 31, 2008, failing which this Agreement will be null and void. Evidence that Treasury Board's approval has either been given, or not, shall be provided by way of letter from the Federal Minister to the Territorial Minister, which the Territorial Minister agrees will be sufficient evidence of the satisfaction of this condition.

1.4 Schedules

The following schedules are attached to, and form part of, this Agreement:

- a) Schedule A –Eligible Recipients and Categories under the Base Funding Initiative;
- b) Schedule B – Guideline for Northwest Territories Infrastructure Plan; and
- c) Schedule C – Communications Protocol.

2 PURPOSE OF THE AGREEMENT

2.1 General Statement

The purpose of this Agreement is to provide a comprehensive and flexible approach to coordinate the implementation of the Building Canada plan in Northwest Territories. The Agreement will ensure that Canada and Northwest Territories take a collaborative approach to long-term infrastructure planning. Under this Agreement, Canada and Northwest Territories will promote accountability by providing Canadians with regular public reporting on the implementation and outcomes of the Building Canada plan in the Northwest Territories.

2.2 Specific Objectives and Funding

2.2.1 Objectives

The Parties also wish to:

- a) confirm the amount Canada will make available for Public Infrastructure initiatives in Northwest Territories under the BCF, the Base Funding initiative, and the additional funds to be made available under the Gas Tax Fund;
- b) set out the eligible initiative categories and cost-sharing provisions under the BCF and Base Funding Initiative;
- c) establish the IFC that will carry out the duties set out below in Section 7; and

- d) coordinate efforts to communicate and report regularly to Canadians on the implementation and outcomes of the Building Canada plan.

2.2.2 Individual Agreements

Canada will deliver its funding pursuant to the Base Funding Agreement and the Gas Tax Fund Agreement.

2.2.3 Allocations

Subject to the terms of this Agreement, to the agreements noted above in subsection 2.2.2, and to Parliament making the necessary appropriations, funding available for Public Infrastructure in the Northwest Territories, under the BCF, the Base Funding Agreement, and the extension of the Gas Tax Fund Agreement will be as follows:

Program	Funding Amount
Building Canada Fund	\$10.8 million (to be combined with Base Funding as per section 3 of this Agreement)
Base Funding	\$175.0 million
Gas Tax Fund	\$60.0 million
TOTAL	\$245.8 million

3 BUILDING CANADA FUND

In order to provide for greater streamlining, flexibility and simplified administration, and in recognition of the unique infrastructure challenges in the Northwest Territories, The Northwest Territories’ Building Canada Fund allocation of \$10.8 million will be added to the Base Funding Initiative in the Northwest Territories, and managed in accordance with the terms and conditions of this latter initiative.

4 BASE FUNDING

4.1 Objective

Recognizing that an investment approach that is flexible and responsive will assist in addressing the diverse public infrastructure needs across Canada, the Base Funding will complement other initiatives under the Building Canada plan by providing annual support over the next seven years for public infrastructure initiatives in the Northwest Territories.

4.2 Amount Available for Northwest Territories

The annual amount Canada will make available for Public Infrastructure initiatives in Northwest Territories under the Base Funding initiative will be set out in a subsequent funding agreement but at minimum \$25 million per year will be provided, from 2007-08 through to 2013-14. The total amount available under the Base Funding Initiative will be \$185.8 million, which also includes \$10.8 million from the BCF, subject to Parliament appropriating funding.

4.3 Eligible Initiatives and Eligible Recipients

Canada's funding pursuant to the Base Funding initiative will be paid to Northwest Territories for use by Eligible Recipients and be applied to the construction, renewal or material enhancement or safety-related rehabilitation of Base Funding Eligible Initiatives as described in section 1.2 of Schedule A. Northwest Territories agrees that funded initiatives will be consistent with the Northwest Territories Infrastructure Plan.

4.4 Cost-Sharing and Stacking

The maximum federal share of the total Eligible Costs of all Base Funding Eligible Initiatives in any Fiscal Year under the Base Funding will be seventy-five percent (75%). Where Northwest Territories seeks to fund an initiative jointly from the Base Funding initiative and another federal program(s), the cost-sharing provisions and limitations of the other federal program(s) will also apply.

4.5 Base Funding Agreement

Canada's contribution under Base Funding will be made pursuant to a Canada-Northwest Territories Base Funding Agreement to be negotiated between the Parties following federal Treasury Board approval.

4.6 Research, Planning and Best Practices

4.6.1 Objective

The promotion of research, planning, capacity building, and the development and sharing of best practices will play an important role in supporting improved information on the state of public infrastructure in Canada, including the impacts and benefits, the sustainable life cycle management of public infrastructure assets and underpin the development of effective strategies to address our public infrastructure needs.

4.6.2 Funding

Canada will make available up to \$1.858 million representing one percent (1%) of the federal funding set out in subsection 4.2, to Eligible Recipients to share up to seventy-five percent (75%) of the costs for research, knowledge, planning, capacity-building, feasibility and other studies.

5 GAS TAX FUND

5.1 Gas Tax Fund Agreement

The Parties intend to amend their existing Gas Tax Fund Agreement to reflect the additional funding for this program identified in Budget 2007 set out above in subsection 2.2.3. Following Canada's program evaluation of the Gas Tax Fund, to be completed by 2009, the Parties agree to consider further amendments to the Gas Tax Fund Agreement to address the results of the evaluation.

6 NORTHWEST TERRITORIES INFRASTRUCTURE PLAN

6.1 Objective

The Parties agree on the importance of long-term planning to better address public infrastructure priorities. Planning plays a vital role in the sound and effective management of our public infrastructure, given the long-term nature of infrastructure investments, the challenges of managing assets throughout their life cycle and constructing new infrastructure in response to continued growth. Long-term plans can serve as a critical tool to identify priorities as well as develop integrated strategies that address competing pressures in a predictable and manageable way.

6.2 Development of Northwest Territories Infrastructure Plan

Given its expertise and knowledge of its infrastructure needs, Northwest Territories agrees to develop a Northwest Territories Infrastructure Plan in accordance with the guideline in Schedule B and to provide this plan and any updates, to Canada, in a manner satisfactory to the Federal Minister, within one year of the date of this Agreement. This plan will help the Parties better understand and situate infrastructure priorities in Northwest Territories. The Northwest Territories Infrastructure Plan can be reviewed as needed by the IFC.

7 INFRASTRUCTURE FRAMEWORK COMMITTEE

7.1 Establishment of IFC

The Parties hereby establish the IFC to facilitate improved cooperation and coordination between the Parties regarding Public Infrastructure initiatives in Northwest Territories.

7.2 Members

Each Party will, within 60 days of the date of this Agreement, appoint one person to be a co-chair of the IFC. In addition to the said co-chairs (the “Co-chairs”), the Parties may each appoint up to one additional member to the IFC. The Co-chairs will be the only voting members of the IFC. Quorum for a meeting of the IFC shall exist only when both Co-chairs are present. The Co-chairs may jointly agree to invite representatives of other federal, territorial or local government entities to participate in meetings of the IFC as observers. If a Co-chair is absent, he or she may designate an individual, in writing, to substitute for him or her.

7.3 Role and Mandate of the IFC

The IFC will act as the forum where the Parties can bring forward an integrated view of their respective governments with regard to their general infrastructure priorities and issues, as well as priorities relating to Base Funding. The IFC will assist in ensuring that there is collaborative and meaningful discussion between Canada and Northwest Territories. The IFC will provide a forum to discuss and respond to issues related to federal infrastructure programming in the Northwest Territories. As such, the mandate of the Committee will include, but not be limited to:

- a) acting as the principal forum to discuss and coordinate issues and priorities relating to federal funding of public infrastructure in Northwest Territories;
- b) overseeing the progress and status of infrastructure programs under the Building Canada plan;
- c) reviewing changes to the Northwest Territories Infrastructure Plan, pursuant to Schedule B;
- d) where appropriate, directing project proposals to other suitable funding federal funding programs;
- e) developing and implementing a common reporting framework pursuant to Subsection 8.1;
- f) establishing sub-committees as needed;
- g) negotiating and recommending to Ministers additional schedules to address common requirements applying to all funding agreements (i.e., audit, evaluation, etc.) to be appended to this Agreement; and
- h) other duties as may be assigned by the Parties.

7.4 Decisions of the Committee

Decisions of the Committee must be unanimous and recorded in writing.

7.5 Meetings and Administrative Matters

The IFC will:

- a) meet at least once each calendar year. No more than twelve (12) months shall pass between IFC meetings;
- b) keep minutes of meetings which shall be approved and signed as a true record at the following IFC meeting;
- c) establish rules and procedures with respect to its meetings and those of its sub-committees, including rules for the conduct of meetings and the making of decisions;
- d) establish a fixed location where this Agreement will be administered, and maintain it until the Committee's activities have concluded; and
- e) ensure that all documents needed for the proper administration of this Agreement are prepared and retained at the location.

7.6 Duration

The IFC will exist until its activities, including any final reports, have been completed.

7.7 Records

7.7.1 Record Keeping

The Parties agree that proper and accurate accounts and records related to this Agreement will be maintained for a period of six (6) years following the termination of this Agreement, and that they are available to the Parties for inspection at all reasonable times.

7.7.2 Information Management and Sharing

The Parties agree to jointly support the IFC in the administration of this Agreement, including the timely production and sharing of information about initiatives, proposals, applications, recipients, financial matters and other information.

8 REPORTING AND COMMUNICATIONS

8.1 Reporting

The Parties agree to develop and implement a framework for reporting to the public on the outcomes and results achieved from infrastructure investments in Northwest Territories across the range of federal infrastructure programs. The reporting framework will be developed within 12 months of the signing of this Agreement. The Parties agree that any funding agreement signed by the Parties pursuant to the Building Canada plan will include provisions to ensure that outcomes and results of all investments under the Building Canada plan form part of the above reporting framework.

8.2 Communications

The Parties agree to implement the Communications Protocol set out in Schedule C hereto.

9 DISPUTE RESOLUTION

9.1 Dispute resolution

The Parties agree to keep each other informed of any disagreement or contentious issue, by notifying the IFC, which will attempt to resolve it.

9.2 Referral

Any disagreement or contentious issue that cannot be resolved will be submitted to the Ministers for resolution.

10 GENERAL (MISCELLANEOUS)

10.1 Binding Obligations

Each Party declares to the other that the signing and execution of this Agreement was duly and validly authorized, and that each has incurred a legal and valid obligation in accordance with the terms and conditions of the Agreement.

10.2 Counterpart signature

This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original agreement.

10.3 Amendment

This Agreement may only be amended on written agreement of the Ministers.

10.4 Addresses & Notices

All correspondence and notices to Canada will be addressed to:

Assistant Deputy Minister
Policy and Communications
Infrastructure Canada
90 Sparks Street, Suite 606
Ottawa ON K1N 5B4

All correspondence and notices to Northwest Territories will be addressed to:

Secretary of the Financial Management Board
Financial Management Board Secretariat
Government of the Northwest Territories
PO Box 1320
Yellowknife NT X1A 2L9

Canada and Northwest Territories may send any written notice by any pre-paid method, including regular or registered mail, courier or facsimile. Notice will be considered as received upon delivery by the courier, or one day after being sent by facsimile or five (5) calendar days after being mailed.

SIGNATURES:

HER MAJESTY IN RIGHT OF CANADA

GOVERNMENT OF THE NORTHWEST
TERRITORIES

Original signed by:

Original signed by:

Minister of Transport, Infrastructure and
Communities

Minister of Municipal and Community
Affairs

Date: _____

Date: _____

**SCHEDULE A
ELIGIBLE RECIPIENTS AND CATEGORIES UNDER THE BASE FUNDING
INITIATIVE**

1 BASE FUNDING INITIATIVE

1.1 Eligible Recipients

The following are eligible recipients under the Base Funding initiative:

- a) Northwest Territories or its entities, or a Local Government;
- b) A public sector body that is established by or under territorial statute or by regulation or is wholly owned by Northwest Territories or Local Government; and,
- c) A private sector body, either alone or in partnership with a Local Government referred to above.

1.2 Eligible Categories

The following are eligible categories of investment for Public Infrastructure initiatives under the Base Funding initiative:

1.2.1 National Priority Categories

- a) Water Infrastructure
- b) Wastewater Infrastructure
- c) Public Transit Infrastructure
- d) Core National Highway System Infrastructure
- e) Green Energy Infrastructure

1.2.2 Local and Community Priority Categories

- a) Disaster Mitigation Infrastructure
- b) Solid Waste Management Infrastructure
- c) Brownfield Redevelopment Infrastructure
- d) Cultural Infrastructure
- e) Sports Infrastructure

- f) Connectivity and Broadband Infrastructure
- g) Local Road Infrastructure
- h) Short-line Rail Infrastructure
- i) Short Sea Shipping Infrastructure
- j) Tourism Infrastructure
- k) Regional and Local Airport Infrastructure
- l) Non-Core National Highway System Infrastructure
- m) Safety-related rehabilitation under National Priorities and Local and Community Priorities initiative categories
- n) Other fixed capital assets used or operated for the benefit of the public

SCHEDULE B

GUIDELINES FOR NORTHWEST TERRITORIES INFRASTRUCTURE PLAN

In recognition of the importance of a long-term planning approach to addressing public infrastructure needs in Canada, Northwest Territories will develop a long-term 10 to 15-year Northwest Territories Infrastructure Plan.

The Northwest Territories Infrastructure Plan should include:

- 1 Overall objectives of Northwest Territories for managing current infrastructure assets and new public infrastructure to meet its future demands that fall within the scope of eligible categories for the Base Funding initiative.
- 2 For each of the areas of water and wastewater, core National Highway System infrastructure and green energy infrastructure, the Plan will include:
 - a) A description of the infrastructure's current state;
 - b) An identification of the desired outcomes in the sector over 10-15 years;
 - c) Infrastructure issues, challenges and pressures in the sector over 10-15 years;
 - d) An identification of potential infrastructure gaps in 10-15 years;
 - e) Significant infrastructure priorities in the sector over the next 7 years including:
 - The estimated costs associated with identified needs in the sector over a five to seven-year period;
 - For priorities that have already received or been formally approved for funding from any level of government (e.g., in the case of the federal government having signed a contribution agreement), this should be indicated.
 - f) Strategies (funding and non-funding) to achieve desired outcomes, including life-cycle planning, monitoring and accountability mechanisms. Discussion of funding strategies should be limited to initiatives that are fully within the control (not dependent on federal approval) of Northwest Territories.
- 3 In undertaking the above, the Northwest Territories Infrastructure Plan should take into consideration a number of factors including, but not limited to:
 - How priorities will support territorial objectives as well as those of a growing economy, a cleaner environment, and stronger communities;
 - An exploration of innovative approaches to address priorities, including the use of P3s;

- Consideration of system integration, regionally-planned approaches, and, where appropriate, complimentary policies in the following sectors: water and wastewater, Core National Highway System infrastructure and green energy infrastructure;
- Appropriate federal and territorial legislation and regulations;
- Existing territorial plans; and,
- Where relevant, reference to local government initiatives.

4 Reviews and Amendments

SCHEDULE C

COMMUNICATIONS PROTOCOL

1 SCOPE

1.1 The communications provisions of this Agreement apply to the Base Funding Agreement. These provisions are designed to be consistent with the communication protocol in the existing Gas Tax Fund agreement. However, where such provisions are deemed to be in conflict, the communications provisions of this Agreement shall supersede any applicable requirements set out in the existing Gas Tax Fund agreement.

1.2. References in this Agreement to “Building Canada” include federal infrastructure funding under the Base Funding Agreement. “Building Canada” and the “Building Canada plan” are synonymous. The Building Canada Fund, however, is a distinct funding program and forms part of the Building Canada plan (Building Canada).

2 GUIDING PRINCIPLES

2.1 Canada and Northwest Territories agree to undertake joint communications activities and collaborate on products to ensure open, transparent, proactive and effective communications with Canadians. This transparency and accountability will be achieved through appropriate and consistent public communications activities that recognise the contributions of all participating parties under this Agreement and the Base Funding Agreement.

2.2 The Parties can carry out their own communications activities relating to their infrastructure programs and investments that are part of this Agreement. However, such communications will nonetheless recognize and emphasize the partnership nature of the funds and the contributions of all Parties.

2.3 The Parties agree that all communications products produced pursuant to this Agreement shall comply with the Federal Identity Program (FIP) and relevant territorial requirements. Branding standards and graphic guidelines will be developed by Canada to guide development of communications products and activities under the Building Canada plan.

2.4 The mechanisms for such communications and public information activities and products shall be determined by the Infrastructure Framework Committee (IFC) which may establish a communications sub-committee to provide it with advice and support on such matters. This sub-committee shall be comprised of at least one federal representative and one Territorial representative.

2.5 All communications through electronic media such as web sites or management information systems should follow the same guiding principles as those established for “traditional” means of communications.

2.6 All public information material pursuant to this Agreement shall be in both official languages (English and French) and indicate, where practicable, that an initiative is being implemented under the Building Canada plan. All such material shall fairly reflect the contribution of the Parties. This includes ensuring equal recognition and prominence where words, logos, symbols and other types of identification are incorporated into materials.

3 INITIATIVE COMMUNICATIONS

3.1 General

In this schedule, “initiative” refers to infrastructure supported through the Base Funding Agreement. All written communications concerning initiatives shall be prepared in a manner that supports the communications objectives and branding of Building Canada.

3.2 Contracts

All public information material related to calls for tendering for initiatives shall clearly and prominently indicate that the initiative is funded under Building Canada.

3.3 Initiative Promotion

- a) Northwest Territories is responsible for the promotion of its initiative and its activities and objectives within its jurisdiction. Northwest Territories will provide, as appropriate, initiative communications such as: an initiative web site, print, audiovisual and other communications about the initiative as it proceeds. Northwest Territories will also ensure appropriate mention of Canada’s contributions in annual reports, speeches or other opportunities, as appropriate.
- b) Northwest Territories is solely responsible for operational communications including calls for tender, construction, and public safety notices. Operational communications as described above are not subject to official language policy. However, in cases where an activity, initiative, or program receiving financial assistance is national in scope and includes services to the general public of both linguistic communities, both official languages must be used.
- c) Northwest Territories will share information promptly with Canada on significant emerging media issues relating to the initiative. Canada will advise Northwest Territories, where appropriate, about media inquiries received concerning the initiative (e.g. serious safety matters).
- d) Canada and Northwest Territories each reserve the right to refer to funding provided under the Base Funding Agreement in their own separate and non-initiative specific communications. Each Party commits to acknowledge the other Party’s involvement in the initiative.

- e) Northwest Territories will provide, whenever possible, professional quality audio-visual material about the initiative to Canada to support wider communications about funding under the Base Funding Agreement.

4 COMMUNICATING WITH THE PUBLIC

4.1 General

- a) Canada and Northwest Territories shall consult with each other, 15 working days in advance, about all proposed new releases or public announcements relating to jointly-funded initiatives. This is to provide all Parties sufficient notice of key initiative communications, and, where appropriate, the time to determine a course of action, line up principals and prepare joint material. Notwithstanding the advance notice requirement, consent shall not be unreasonably withheld by either Party if a news release or public announcement must be issued in less than 15 working days as the result of unforeseeable circumstances, including matters of public safety or where an emergency response is required.
- b) Northwest Territories will advise Canada regularly of upcoming public events or community relations activities relating to the initiative as per the initial communications plan specified in 4.1 (d).
- c) Submissions under the Base Funding Agreement will include a communications plan. Additional requirements may be detailed for greater clarity in the Base Funding Agreement.
- d) The IFC may directly, or through delegation to a sub-committee, working group, agent or other representative, monitor the Parties' performance with respect to the communications provisions of this Agreement and order appropriate remedies, as it sees fit, where insufficiencies are found.

4.2 Signing of the Agreements

The Parties shall issue a joint news release when this Agreement and subsequent agreements are signed. The Parties agree to hold, where appropriate, an official ceremony on these occasions.

4.3 Public Information Kits

The Parties may develop information kits, brochures, public reports, and web site material to inform the public about the Base Funding Agreement, and initiatives supported under this fund. Such material shall be prepared in a manner consistent with the Building Canada brand guidelines and any relevant messages developed by the Parties.

4.4 News Releases

The Parties shall issue joint news releases after funding decisions are made, or upon initiative milestones. In all such news releases, the Parties shall receive equal prominence. The Parties

shall mutually agree on the use of quotes from the designated representatives of Canada and Northwest Territories in the news releases.

4.5 News Conferences, Public Announcements, Official Events or Ceremonies

- a) Canada and Northwest Territories agree to hold news conferences at the request of either Party. The requestor shall provide at least 15 working days notice of such a news conference, which will take place at a mutually agreed date and location. The Ministers, or a designated representative of either Party, should participate in such news conferences.
- b) No public announcement of funding under the Base Funding Agreement shall be made by either Party without the prior consent of the IFC, or its communications sub-committee or designate.
- c) The Party proposing a public announcement or official ceremony related to funding under the Base Funding Agreement shall provide the other Party with at least 15 working days notice. The Ministers, or their designated representatives, will participate in such announcements or ceremonies to take place at a mutually agreed date and location.
- d) The Parties shall co-operate in the organization of announcements or ceremonies. The Table of Precedence for Canada, as established by Heritage Canada (http://www.pch.gc.ca/progs/cpsc-ccsp/pe/precedence_e.cfm), or other mutually agreed protocol, should be respected. Messages and public statements for such events should be mutually agreed upon. The IFC or its delegate may recommend special events and ceremonies be held where and when appropriate.

4.6 Signage

- a) Northwest Territories shall provide and install temporary signage or other appropriate identifier at a prominent location where there is visible activity related to an initiative indicating the participation of all funding partners, and bearing any other such message approved by the IFC or its designate.
- b) Design, wording and specifications of joint signage shall reflect the participation of Canada and Northwest Territories, and must be approved by the IFC or its designate. Signage and other identifiers must conform to the Building Canada graphic guidelines and FIP. Wording, in both official languages, designs, and logos of one Party should be of the same size and occupy the same amount of space as the other Party's. Signs or other identifiers shall have appropriate space indicating participation by the recipient, if requested.
- c) The IFC or communications sub-committee shall issue specifications for signs or other identifiers, as well as timeframes for their installation. Temporary signs must be removed within 90 days of initiative completion.
- d) Northwest Territories will provide and install, upon completion of initiatives, where feasible, a plaque, permanent sign or other suitable identifier bearing an appropriate inscription. The

design, wording and specifications of such permanent signs shall respect the general provisions of this Agreement and must be approved by the IFC or its designate.

- e) The requirements set out in this section for temporary and permanent signage may be waived by the IFC in the rare situation where it is deemed impractical or impossible to comply.
- f) The costs of all initiative signage shall be borne by Northwest Territories.

4.7 Advertising

Recognizing that advertising can be an effective means of communicating with the public, either Party may, at its own cost, organise an advertising or public information campaign related to the Building Canada plan. However, such a campaign must respect the provisions of this Agreement. In the event of such a campaign, the sponsoring Party agrees to inform the other Party of its intention as soon as possible, as early notice is essential for any required review process. In any event, notice must be provided a minimum of 20 working days before launch.

5 COST ALLOCATION

Unless otherwise agreed by the IFC, the Parties will each bear their own direct costs, e.g., staff time, transportation, per diems, etc. associated with the application of this Agreement.

6 DISPUTES, MONITORING AND COMPLIANCE

- 6.1 The IFC will monitor the Parties' compliance with this Schedule, and may, at its discretion, advise the Parties of issues and required adjustments. Should there be any disagreement or contentious issues, Section 9 of this Agreement will be followed.
- 6.2 To facilitate performance monitoring and measurement, and to ensure Building Canada communications are consistent and effective, the IFC will report to Ministers annually on communications activities and results under this Agreement.
- 6.3 Canada will gather and review the reports (6.2) and provide the Parties with a summary report.