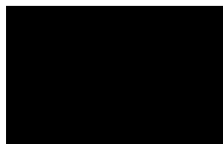


November 6, 2017



s.40(1)

Dear  s.40(1)

**Re: Your request for access to information under Part II of the *Access to Information and Protection of Privacy Act, 2015* [Our File #: AESL/053/2017]**

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On October 16, 2017 the Department of Advanced Education, Skills and Labour received your request for access to the following records/information:

**“The office of Immigration and Multiculturalism gave the association for New Canadians a grant for the years 2016 to 2017 in the approximate amount of \$144,000.00 Please remit copy of: The correspondent call for proposal, if any and a list of all applicants to said CFP The proposal submitted by the Association for Newcanadians and the subsequent contract, reports and related documents for the granted request.”**

I am pleased to inform you that your request for access to this information has been granted in part and the responsive records are attached. Access to the remaining records, and/or information contained within the records, has been refused in accordance with the following exceptions to disclosure, as specified in the *Access to Information and Protection of Privacy Act, 2015* (the act):

Section 40. (1) The head of a public body shall refuse to disclose personal information to an applicant where the disclosure would be an unreasonable invasion of a third party's personal privacy.

During fiscal year 2016-17, the Department of Advanced Education, Skills and Labour (AESL) provided the Association for New Canadians (ANC) a grant in the amount of \$125,700 to deliver the Workforce and Language Connections Program. A Call for Proposals was not issued as the ANC is the sole service provider of this program due to their technical expertise in providing federally-accredited services.

Attached, please find copies of the following documents:

1. Workforce and Language Connections Program, Association for New Canadians
2. Proposal Evaluation Form
3. Agreement between AESL and ANC
4. Workforce and Language Connections Program: Final Report

As required by subsection 8.(2) of the act, we have severed information that is excepted from disclosure and have provided you with as much information as possible.

Please note that page 66 has been redacted in its entirety and as such has been removed from the attachment.

Section 42 of the act provides that you may ask the Information and Privacy Commissioner to review this partial refusal of access or you may appeal the refusal to the Supreme Court Trial Division. A request to the Information and Privacy Commissioner shall be made in writing within 15 business days of the date of this letter or within a longer period that may be allowed by the Commissioner.

The address and contact information of the Information and Privacy Commissioner is as follows:

Office of the Information and Privacy Commissioner  
2 Canada Drive  
P. O. Box 13004, Stn. A  
St. John's, NL A1B 3V8

Telephone: (709) 729-6309  
Facsimile: (709) 729-6500

In the event you wish to appeal to the Supreme Court, you must do so within 15 business days of the date of this letter. Section 52 of the act sets out the process to be followed when filing such an appeal.

Please be advised that responsive records will be published following a 72 hour period after the response is sent electronically to you or five days in the case where records are mailed to you. It is the goal to have the responsive records posted to the Completed Access to Information Requests website within one day following the applicable period of time. Please note that requests for personal information will not be posted online.

If you have any further questions, please feel free to contact the undersigned at (709) 729-5152 or [davemoore@gov.nl.ca](mailto:davemoore@gov.nl.ca).

Sincerely,



**DAVID MOORE**  
ATIPP Coordinator

Attachment

Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or [atippoffice@gov.nl.ca](mailto:atippoffice@gov.nl.ca).

**THIS AGREEMENT** made at St John's in the Province of Newfoundland and Labrador this 17 day of October, 2016.

**BETWEEN:** Her Majesty in Right of Newfoundland and Labrador as represented by the Minister Responsible for the Office of Immigration and Multiculturalism, Department of Advanced Education, Skills, and Labour

Of the One Part

**AND:** The Association for New Canadians (ANC)

Of the Other Part

**REGARDING:** Workforce and Language Connections Program

**WHEREAS** the Association for New Canadians has agreed to carry out the work as outlined in Schedule A

**AND WHEREAS** the Office of Immigration and Multiculturalism (hereafter called "the Office") has agreed to provide financial support to the ANC in accordance with the provisions of the Agreement

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the covenants and agreements hereinafter contained and all subject to the terms and conditions hereinafter set forth, each party agrees with the other as follows:

1. **PURPOSE OF AGREEMENT**

The purpose of this agreement is to provide financial support to the ANC pursuant to the terms and conditions set out herein.

2. **TERM OF AGREEMENT**

This Agreement shall come into force on the 1 day of April, 2016 and shall terminate on the 31 day of March, 2017. Either party may terminate this Agreement on thirty (30) days' written notice to the other party or as otherwise mutually agreed.

3. **FUNDING AMOUNT**

Subject to all other provisions of this Agreement, the Office shall provide an amount of \$125,700 upon signing of this agreement.

4. **OBLIGATIONS OF THE ASSOCIATION FOR NEW CANADIANS**

The ANC agrees:

- (a) To act as a prudent manager of the grant and to use the grant money exclusively for the purposes of this agreement.
- (b) To carry out the project regarding Workforce and Language Connections Program specified in Schedule "A" and to perform any other actions which are necessarily incidental thereto. The ANC agrees that the project will be completed in accordance with the requirements of this Agreement.
- (c) To agree that neither it nor any person employed by or acting as agent for ANC shall be or be deemed to be an officer, employee, servant or agent of the Office of Immigration and Multiculturalism.
- (d) Within 30 days of the termination of this Agreement, to provide to the Office of Immigration and Multiculturalism:

- (i) A final report including (but not limited to):
    - a) A detailed analysis of all components of the Workforce and Language Connections Program;
    - b) A detailed narrative of each component of the Workforce and Language Connections Program noting success, failures and potential improvements; and,
    - c) Copies of all invoices and expenses related to the Department's contribution
  - (ii) A financial report of the project.
- (e) To ensure that all personal information to which it or its officers, servants or agents become privy, shall be treated as confidential and shall not be disclosed without the written consent of the individual to whom the information relates, unless such disclosure is required by law, including the *Access to Information and Protection of Privacy Act*.
- (f) To comply, as an employer, with all applicable federal, provincial and municipal legislation, regulations, by-laws, ordinances standards and policies. Failure to do so may result in immediate termination of the Agreement, and the ANC shall refund to the Office any unexpended funding which had been provided pursuant to this agreement. Receipts for any expended funding shall be provided to the Office.
- (g) To indemnify and save harmless the Office, the Minister Responsible for the Office, and the Her Majesty in Right of Newfoundland and Labrador, its employees and agents from and against all claims, losses, costs, charges, damages and expenses of any kind relating to any injury to, or death of a person, or loss or damages to property caused or alleged to be caused by the ANC or relating to any act, deed, matter, omission or thing made, done, permitted or omitted by the ANC in or about the execution of its services provided hereunder, or its servants or agents in carrying out the activities in this Agreement.
- (h) To notify the Director of Communications for the Department of Advanced Education, Skills, and Labour prior to conducting public media interviews or events regarding the project, and to recognize in any written public reference to the project the support from her Majesty in Right of Newfoundland and Labrador and the Office.
- (i) In the event that the ANC does not complete, to the satisfaction of Her Majesty, the requirements and objectives of this Agreement, including those as set out in Schedule "A" attached hereto, the ANC shall repay to Her Majesty, and agrees that it shall be obligated to repay, any amount of funding that either has not been used or had not been used to achieve the requirements and objectives of this Agreement. Any amount of funding owing to Her Majesty and not repaid shall be a debt due to the Crown and the ANC shall be subject to legal action to obtain reimbursement of the amounts owing.

5. **NOTICE**

- (a) Any notice or demand required to be given under this Agreement shall be sufficiently served on:
  - (i) Megan Morris  
Association for New Canadians  
PO Box 2031

St. John's, NL  
A1C 5R6

- (ii) Sheldon O'Neill  
Office of Immigration and Multiculturalism  
Department of Advanced Education, Skills, and Labour  
PO Box 8700  
St. John's, NL  
A1B 4J6

And delivered personally or sent by registered mail.

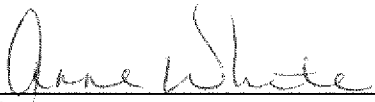
(b) Either of the parties to this Agreement may at any time change its address for service as set forth in sub clause (a) of this clause by notice in writing to the other party as set forth in this clause.

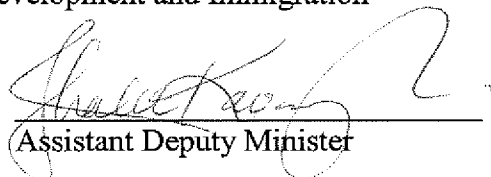
6. **GENERAL CONDITIONS**

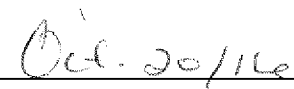
- (a) Neither this Agreement nor any of the rights, benefits, duties or liabilities arising from it may be assigned by either party without the prior written consent of the other.
- (b) The terms and conditions of Schedule "A" attached hereto form an integral part of this Agreement. The Agreement and the Schedule constitute the entire Agreement between the parties hereto and any other understanding or agreement whether collateral, oral or otherwise existing between the parties is null and void as of the date of this Agreement.
- (c) This Agreement shall be construed and enforced in accordance with the laws of the Province of Newfoundland and Labrador.
- (d) This Agreement and everything contained in it shall endure to the benefit of and be binding upon each of the parties and their respective successors and assigns.
- (e) Amendments to this Agreement shall be made upon the consent of the parties and must be in writing and duly executed.
- (f) All obligations of the ANC shall expressly, or by their nature, survive termination or expiry of this Agreement until and unless they are fulfilled, or by their nature expire.
7. In the event of a conflict between the Agreement and Schedule "A" the Agreement shall prevail.

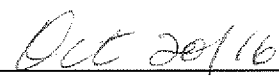
**IN WITNESS WHEREOF** the parties have signed this agreement on the day and year first before written.

**SIGNED** Assistant Deputy Minister, Workforce Development and Immigration

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Assistant Deputy Minister

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

SIGNED for and on behalf of the ANC by its duly authorized officers in the presence of:



Witness

ANC

Oct 24, 2016  
Date

OCT 24/2016  
Date

## Schedule A

### **Proposal for activities planned submitted to the Office of Immigration and Multiculturalism, Government of Newfoundland and Labrador**

**Project:** Workforce and Language Connections Program  
**Project Timeline:** April 1<sup>st</sup>, 2016 – March 31<sup>st</sup>, 2017.  
**Total Budget:** \$125,700.00  
**Funding Committee:** The Office of Immigration and Multiculturalism  
**Submitted by:** Megan Morris  
**Dated:** October 17, 2016  
**Prepared by:** Sheldon O'Neill

#### **Background**

The Association for New Canadians is a non-profit, community-based organization dedicated to the provision of settlement and integration services for immigrants and refugees. For over 30 years, the Association has delivered programs and services designed to support all aspects of newcomer integration, ranging from settlement information and orientation, to language learning, skills development and employment. The proposed Immigration Partnerships Initiative (IPI) will deliver a series of complementary initiatives designed to support newcomers on their pathway to labour market attachment. Distinguishing features of this suite of programs will be an emphasis on employer engagement, cross-cultural education, as well as parallel supports designed to facilitate enhanced language for the workplace.

#### **Labour Market Integration of Immigrants to Newfoundland and Labrador**

Assisting newcomers to improve their skill set increases their marketability to employers, which is especially relevant in light of the growing concerns regarding potential skill shortages in Newfoundland and Labrador. Integration is a “two-way” street which involves both i) providing newcomers with the skills necessary to integrate into their places of employment, their province of residence, and the communities in which they live; as well as providing an employment matching service with newcomers and employers and, ii) networking with local employers to highlight the benefits which hiring newcomers can have on their businesses and communities. The following suite of services will be provided by the Association for New Canadians through agreed upon funding from the Office of Immigration and Multiculturalism.

##### **1) Workforce Connections**

This Program includes three (3) components: an Employment Development Coordinator, Industry Liaise and an e-Employment Tool. This is designed to address the unique challenges and provide practical solutions to meet the needs of immigrant workers including Provincial Nominees, International Students, Federal Skilled Workers, Internationally Educated Health Professionals, and their families seeking first time employment as well as access and linkages to career advancement throughout Newfoundland and Labrador.

##### **2) Language Connections**

In order to improve the English language proficiency of individuals nominated through the Provincial Nominee Program, and to facilitate successful labour market attachment, the Association will deliver a pre-employment focussed ESL Program consisting of:

- Beginner ESL Evening Classes
- Intermediate/Advanced ESL classes
- Pronunciation ESL Evening Classes
- Workplace Computer Skills
- Weekend ESL Classes for Spouses of International Students
- Outreach ESL Language Services



**Budget:**

ESL Delivery	\$ 11,405.00
ESL Outreach Delivery	\$ 12,000.00
Project Coordinator	\$ 7,295.00
Employment Development Coordinator	\$ 50,000.00
Industry Connections Liaise	\$ 19,000.00
Webmaster-Skills Employability Tool	\$ 26,000.00
<b><u>Total</u></b>	<b><u>\$125,700.00</u></b>

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