August 21, 2014

Dear [Redacted]

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act [Our File #: AES/022/2014]

On July 29, 2014, the Department of Advanced Education and Skills received your request for access to the following records:

Citing the Government NL press release “Governments of Canada and Newfoundland and Labrador finalize agreements to help Newfoundlanders and Labradorians get jobs” dated July 7, 2014

http://www.releases.gov.nl.ca/releases/2014/aes/0707n03.aspx

Please provide a copy of two of the agreements referenced therein: the Canada Job Grant and the Targeted Initiative for Older Workers.

The press release also states “[The Targeted Initiative for Older Workers] represents a three-year federal investment of over $2.5 million in Newfoundland and Labrador.” Please indicate what the provincial government will allocate to the TIOW over the next 3 years in addition to this $2.5 million investment.”

Please also indicate the federal contribution for the Canada Job Grant for 2014-15, whether the province will contribute any provincial monies (and if so, how much for 2014-15), and a breakdown of the Canada Job Grant monies for 2014-15 total, including which specific pots of money this funding will be taken from.

I am pleased to inform you that your request for access to this information has been granted.

Attached are copies of the Canada-Newfoundland and Labrador Job Fund Agreement and the Targeted Initiative for Older Workers Amending Agreement No. 4.
Targeted Initiative for Older Workers Amending Agreement No. 4 is a cost-shared agreement with Canada funding 70 percent and Newfoundland and Labrador funding 30 percent. As per section 12 on page 4, the maximum federal contribution is $853,792 in each fiscal year (2014-15, 2015-16 and 2016-17). Newfoundland and Labrador’s maximum contribution can be calculated at approximately $365,910 each year. Please note that Estimates 2014 contained $385,600 in anticipation of the agreement’s extension which was announced on July 7, 2014. The projected revised estimates will be adjusted to reflect actual program expenditure at a later date.

As per section 9.4 on page 8 of the Canada-Newfoundland and Labrador Job Fund Agreement, the notional amount of Canada’s maximum contribution for 2014-15 is $7,477,500. This number will not be finalized until the September 2014 release of Statistics Canada’s population estimates for July 1, 2014. $1,121,625 of Canada’s contribution is allocated to the Canada Job Grant and it is entirely funded by the federal government.

The breakdown of the Canada Job Grant is two thirds government contribution and one third employer contribution (up to $15,000 per person for training costs, such as tuition and training materials, which includes up to $10,000 in government contributions and up to $5,000 in employer contributions). This grant is an employer-driven partnership between government and employers to train people for jobs. Actual expenditure in a given fiscal year will depend upon the number of applications received.

The Canada Job Grant will be funded principally through the Canada-Newfoundland and Labrador Job Fund Agreement. However, federal funding provided through the Labour Market Development Agreement may also be used in instances where participants are Employment Insurance eligible.

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 Office of Public Engagement’s website within one business 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 Sharon Seaward at (709) 729-4276 or SharonSeaward@gov.nl.ca.

Yours sincerely,

LORI ANNE COMPANION
Deputy Minister

Attachments

cc: David Pike, ADM, Corporate Service
  David Moore, Director of Information Management
CANADA – NEWFOUNDLAND AND LABRADOR

JOB FUND AGREEMENT
CANADA-NEWFOUNDLAND AND LABRADOR JOB FUND AGREEMENT

Between The Government of Canada (hereinafter referred to as "Canada"), as represented by the Minister of Employment and Social Development

AND The Government of Newfoundland and Labrador as represented by the Minister of Advanced Education and Skills and the Minister for Municipal and Intergovernmental Affairs

WHEREAS Canada and Newfoundland and Labrador share a common vision to create a strong and adaptable workforce with the skills needed to succeed in Canada’s economy;

WHEREAS Canada and Newfoundland and Labrador are committed to working together to address the labour market needs and requirements of Newfoundland and Labrador;

WHEREAS Canada and Newfoundland and Labrador agree that Newfoundland and Labrador has primary responsibility under this Agreement for the design and delivery of labour market programs to support the creation of a skilled, productive, mobile, inclusive and adaptable labour force in Newfoundland and Labrador;

WHEREAS in 2008, Canada entered into a Labour Market Agreement with Newfoundland and Labrador that expired on March 31, 2014 and under which Canada and Newfoundland and Labrador successfully collaborated in support of labour market programming to address areas of current and emerging labour market priorities, including the need to support employers in delivering training to meet workforce and productivity demands and improve the labour force participation of under-represented groups;

WHEREAS Canada announced in Economic Action Plan 2013 and reaffirmed in Economic Action Plan 2014 that it would seek to transform skills training in Canada through the introduction of the Canada Job Grant to directly involve employers and increase their investments in Canada’s skills training system, as part of the renewal of the Labour Market Agreements in 2014/2015;

WHEREAS Newfoundland and Labrador has agreed to design and deliver a Canada-Newfoundland and Labrador Job Grant program that will provide financial assistance to employers on a cost-shared basis to support the training of Newfoundlanders and Labradorians for available jobs;

WHEREAS implementation of the Canada Job Grant builds upon existing successful employer-sponsored training programs delivered under the 2008 Labour Market Agreement in Newfoundland and Labrador;

WHEREAS Canada has agreed to continue making investments in support of labour market programming in Newfoundland and Labrador to address Newfoundland and Labrador’s labour market priorities, with a focus on ensuring that training meets the needs of employers and leads to jobs for Canadians.

WHEREAS Canada is authorized to enter into this Agreement pursuant to sections 7 and 10 of Canada’s Department of Employment and Social Development Act.
ACCORDINGLY, Canada and Newfoundland and Labrador agree as follows:

INTERPRETATION

1. In this Agreement, unless the context requires otherwise,

   "Agreement" means this Canada-Newfoundland and Labrador Job Fund Agreement entered into between Canada and Newfoundland and Labrador and any amending agreement entered into pursuant to section 42;

   "Canada-Newfoundland and Labrador Job Grant" means the Canada-Newfoundland and Labrador Job Grant program delivered by Newfoundland and Labrador described in Annex 1;

   "Canada-Newfoundland and Labrador Labour Market Agreement" means the Canada-Newfoundland and Labrador Labour Market Agreement entered into between Canada and Newfoundland and Labrador on September 4, 2008;

   "Canada-Newfoundland and Labrador Labour Market Development Agreement" means the Canada-Newfoundland and Labrador Labour Market Development Agreement entered into between Canada and Newfoundland and Labrador on September 4, 2008;

   "Designated Officials" means, for Canada, the Senior Assistant Deputy Minister, Skills and Employment Branch, Department of Employment and Social Development, or such other official of Canada as may be designated by the Minister of Employment and Social Development by notice in writing to Newfoundland and Labrador and for Newfoundland and Labrador, the Assistant Deputy Minister, Workforce Development and Immigration, or such other official of Newfoundland and Labrador as may be designated by the Minister of Advanced Education and Skills by notice in writing to Canada;

   "Eligible Beneficiaries" means the eligible beneficiaries described in section 9;

   "Eligible Employer" means an eligible employer in respect of whom the Canada-Newfoundland and Labrador Job Grant may be paid, as described in Annex 1;

   "Eligible Costs" means the following costs incurred by Newfoundland and Labrador during the Period of the Agreement:

   (a) The costs of the financial assistance (i.e. the grant) provided by Newfoundland and Labrador to Eligible Employers under the Canada-Newfoundland and Labrador Job Grant in respect of their Eligible Training Costs, as described in Annex 1, and

   (b) The costs of financial assistance provided by Newfoundland and Labrador under its Employer-Sponsored Training as described in section 7 (b);

   (c) The costs of financial assistance provided by Newfoundland and Labrador under its Employment Services and Supports as described in section 7 (c):

      (i) Directly to or on behalf of Eligible Beneficiaries which may include, but are not limited to, loans, grants and living allowances; and
(ii) The costs of financial assistance or other payments provided to third party service providers as reimbursement for costs incurred by them, or as payment for services rendered by them, in relation to the provision of assistance to Eligible Beneficiaries under its Employment Services and Supports;

(d) The administration costs incurred by Newfoundland and Labrador in developing and administering the Eligible Programs.

(e) The costs incurred in completing evaluation activities as described in section 30 and 32.

But does not include:

(f) Basic income support to an Eligible Beneficiary unless the payments are linked to active participation in an eligible program;

(g) The costs of financial assistance to public or private training institutions for training infrastructure costs or curriculum development costs unless these costs are directly related to the delivery of Eligible Programs.

"Eligible Programs" means labour market programs provided by Newfoundland and Labrador described in section 7;

"Eligible Training Costs" means the direct training costs which may be reimbursed under the Canada-Newfoundland and Labrador Job Grant as described in Annex 1;

"Employer Sponsored Training" means the Employer-Sponsored Training programs described in section 7;

"Employment Insurance Act" means the Employment Insurance Act, SC 1996, chapter 23, as amended from time to time;

"Employment Insurance (EI) Client" means an unemployed individual who is eligible for assistance under a labour market program provided by Newfoundland and Labrador that is:

(a) Similar to an employment benefit established by Canada pursuant to Part II of the Employment Insurance Act, and

(b) Funded by Canada under the Canada-Newfoundland and Labrador Labour Market Development Agreement;

"Employment Services and Supports" means the Employment Services and Supports programs described in section 7;

"Fiscal Year" means the period commencing April 1 of a calendar year and ending March 31 of the following calendar year;

"Joint Committee" means the committee referred to under section 33;
"Newfoundlanders and Labradors" means individuals living in Newfoundland and Labrador who are (a) Canadian citizens; or (b) permanent residents; or (c) protected persons within the meaning of the Immigration and Refugee Protection Act (Canada) entitled to work in Canada;

"Parties" means Canada and Newfoundland and Labrador;

"Party" means either Canada or Newfoundland and Labrador;

"Period of Agreement" means the period specified in section 35.

PURPOSE OF AGREEMENT

2. The purpose of this Agreement is to set out:

(a) The shared vision of the Parties, the goal of their investments under this Agreement and the shared objectives and principles of the Agreement;

(b) The roles and responsibilities of the Parties in the labour market under this Agreement;

(c) The labour market programs of Newfoundland and Labrador that are eligible for funding under this Agreement, the Eligible Beneficiaries of those programs, and the Eligible Costs of those programs for which the funding provided by Canada to Newfoundland and Labrador under this Agreement may be used;

(d) The amount of funding to be provided by Canada to Newfoundland and Labrador each Fiscal Year during the Period of the Agreement;

(e) The accountability framework for the funding; and,

(f) The communications protocol for this Agreement.

VISION AND OBJECTIVES

3. Canada and Newfoundland and Labrador share a common vision to create a strong, resilient and adaptable workforce with the skills needed to succeed in Newfoundland and Labrador's economy.

4. Canada and Newfoundland and Labrador agree that the goal of their investments under this Agreement is to increase the participation of Newfoundlanders and Labradors in the labour force and help them develop the skills necessary to find and keep meaningful and long term employment.

5. Canada and Newfoundland and Labrador agree to pursue the following objectives in order to achieve the goal of the investments:

(a) Encourage greater employer involvement in training to ensure that skills are aligned to job opportunities, particularly in sectors facing skills mismatches and shortages;

(b) Ensure Newfoundland and Labrador's labour market programs meet the needs of employers, including small and medium-sized businesses;

(c) Ensure programs help Newfoundlanders and Labradors to develop the skills necessary to quickly find and maintain employment; and
(d) Demonstrate to Newfoundlanders and Labradorians that funding is achieving the best possible results and ensure processes are in place to support improvements where this is not the case.

ROLES AND RESPONSIBILITIES

6. (1) Canada and Newfoundland and Labrador agree that Newfoundland and Labrador has responsibility for the design and delivery of labour market programs in Newfoundland and Labrador under this Agreement, including the Canada-Newfoundland and Labrador Job Grant, based on Newfoundland and Labrador's labour-market needs.

(2) Canada and Newfoundland and Labrador agree that program administration and management of the Agreement will be structured to minimize administrative burden for employers, trainees and others who would be participating in interventions supported through the Agreement.

ELIGIBLE PROGRAMS

7. The labour market programs of Newfoundland and Labrador that are eligible for the purpose of this Agreement are:

(a) The Canada-Newfoundland and Labrador Job Grant;

(b) Other Employer-Sponsored Training provided by Newfoundland and Labrador such as apprenticeship supports, wage subsidies for on-the-job training and other demand-driven approaches, that meet the following principles:

    i. Employers decide which Eligible Beneficiaries gets training and what type of training is required;

    ii. Training leads to an available or better job and/or improved employment situation in Newfoundland and Labrador for the Eligible Beneficiary; and

    iii. Employers make a contribution (financial or in-kind) to the training.

(c) Employment Services and Supports provided by Newfoundland and Labrador to enhance the labour market participation of Eligible Beneficiaries by assisting them to prepare for entry to, or return to, employment or to otherwise obtain or keep employment or maintain skills for employment which may include, but are not limited to, programs that support the following activities:

    i. Skills training, ranging from training in basic skills, such as literacy and numeracy, to advanced skills training;

    ii. On-the-job training and workplace-based skills upgrading;

    iii. Group interventions and job readiness assistance;

    iv. Financial supports and benefits such as loans, grants and living allowances;

    v. Employment counselling and services; and

    vi. Labour market connections such as services to facilitate matching supply and demand and services that promote and enhance labour market efficiency.
8. Newfoundland and Labrador agrees to begin to roll-out the Canada-Newfoundland and Labrador Job Grant as of July 1st, 2014 in accordance with Annex 1.

ELIGIBLE BENEFICIARIES

9. (1) Newfoundland and Labrador agrees to use the funding provided under this Agreement to provide assistance under its Eligible Programs to all Newfoundlanders and Labradorians.

(2) Newfoundland and Labrador agrees that for the purposes of the Canada-Newfoundland and Labrador Job Grant, Eligible Beneficiaries include all Newfoundlanders and Labradorians, who are:

(a) Unemployed individuals who need training to obtain a job;
(b) Under-employed individuals who need training for a better job; or
(c) Individuals who are employed but who need training for a better job.

(3) Newfoundland and Labrador agrees that Eligible Programs funded under Employment Services and Supports will give priority to Eligible Beneficiaries in the following two categories:

(a) Unemployed individuals who are not EI clients;
(b) Employed individuals who are low-skilled such as those who do not have a high school diploma or the equivalent; and
(c) Underemployed individuals

For greater clarity, employers may train individuals in their existing jobs.

10. Canada and Newfoundland and Labrador agree that although Eligible Beneficiaries include Aboriginal peoples, Canada will continue to provide its own labour market programs for Aboriginal peoples. Canada and Newfoundland and Labrador agree, through the Joint Committee, to better coordinate the delivery of their respective programs for Aboriginal people.

11. Newfoundland and Labrador agrees not to place a minimum residency requirement on individuals seeking assistance under the Eligible Programs being funded under this Agreement.

FINANCIAL PROVISIONS

Canada’s Annual Contributions

12. (1) Subject to the terms and conditions of this Agreement, in each Fiscal Year during the Period of the Agreement, Canada agrees to make a contribution to Newfoundland and Labrador in respect of the Eligible Costs incurred in that Fiscal Year of an amount not exceeding the amount determined by the formula referred to in subsection (2).

(2) For the purpose of subsection (1), the formula is

\[ F \times (K/L) \]

where
F is $498.5 million
K is the total population of Newfoundland and Labrador for the Fiscal Year; and
L is the total population of all provinces and territories for the Fiscal Year.

(3) For the purposes of the formula in subsection (2), the population of Newfoundland and Labrador for each Fiscal Year and the total population of all provinces and territories for that Fiscal Year are the respective populations as determined on the basis of the quarterly preliminary estimates of the respective populations on July 1 of that Fiscal Year released in September of that Fiscal Year by Statistics Canada.

(4) Based on the Statistics Canada quarterly preliminary estimates of the respective populations on July 1, 2013, the notional amount of Canada's maximum contribution to Newfoundland and Labrador in Fiscal Year 2014/2015 is $7,477,500. Canada will notify Newfoundland and Labrador as soon as possible following the release in September 2014 of the population estimates referred to in subsection (3), of the actual amount of the maximum contribution payable by Canada to Newfoundland and Labrador in Fiscal Year 2014/2015 as determined under the formula set out in subsection (2).

(5) For Fiscal Year 2015/2016 and each subsequent Fiscal Year referred to in subsection (1), Canada will notify Newfoundland and Labrador at the beginning of the Fiscal Year of the notional amount of its maximum contribution payable under subsection (1) in that Fiscal Year. The notional amount will be based on the Statistics Canada quarterly preliminary population estimates on July 1 of the preceding Fiscal Year. Canada will notify Newfoundland and Labrador of the actual amount of its maximum contribution in each of those Fiscal Years, as determined under the formula set out in subsection (2), as soon as possible following the release in September of each year of the Statistics Canada quarterly preliminary population estimates referred to in subsection (3).

Maximum Annual Contribution in respect of Administration Costs

13. Canada's contribution in respect of Newfoundland and Labrador's administration costs referred to in paragraph (d) of the definition of "Eligible Costs" incurred in respect of Newfoundland and Labrador's Eligible Programs shall not exceed:

(a) In Fiscal Years 2014/2015 and 2015/2016, an amount equal to 15 percent of the maximum amount payable for those Fiscal Years;
(b) For each of Fiscal Years 2016/2017 to 2019/2020, an amount equal to 10 percent of the maximum amount payable for those Fiscal Years.

Carry Forward

14. (1) At the request of Newfoundland and Labrador and subject to the approval of Canada's Treasury Board, Newfoundland and Labrador may retain and carry forward to the next Fiscal Year an amount representing five percent (5%) of the amount of any contribution paid to Newfoundland and Labrador for a Fiscal Year under section 12 that is in excess of the amount of Eligible Costs actually incurred by Newfoundland and Labrador in that Fiscal Year.

(2) Newfoundland and Labrador may only use the amount carried forward to the next Fiscal Year for expenditures on Eligible Costs incurred in that Fiscal Year.
(3) All amounts carried forward and paid to Newfoundland and Labrador pursuant to subsection (1) must be spent by March 31, 2020 or, if the agreement is terminated, under section 38, by the date of termination. Any unspent amounts after March 31, 2020 or after the date of termination if earlier are considered debts due to Canada and shall be repaid promptly upon receipt of written notice to repay.

Payment Subject to Appropriation

15. (1) Any payment by Canada under this Agreement is subject to there being an appropriation of funds by the Parliament of Canada for the Fiscal Year in which the payment is to be made. The Parties agree that, should funding levels be reduced by the Parliament of Canada, Newfoundland and Labrador’s obligations under this Agreement shall be reduced commensurately, consistent with the terms of sections 16 and 17 of the Agreement.

(2) Should Newfoundland and Labrador choose to provide funding under subparagraph 16 (4)(b), this funding would be subject to the appropriation of funds by the Newfoundland and Labrador House of Assembly.

Total Government Investments for the Canada-Newfoundland and Labrador Job Grant

16. (1) To support the objectives of this Agreement as set out in sections 4 and 5, Newfoundland and Labrador agrees to make a total government investment for costs related to the Canada-Newfoundland and Labrador Job Grant in an amount that is:

(a) In Fiscal Year 2014/2015, equivalent to at least 15 percent of Canada’s maximum contribution, as determined under section 12, allocated as follows:
   (i) A minimum of 85 percent toward costs of financial assistance referred to in paragraph (a) of the definition of “Eligible Costs”, and
   (ii) Up to 15 percent toward administration costs referred to in paragraph (d) of the definition of “Eligible Costs”;

(b) In Fiscal Year 2015/2016, equivalent to at least 30 percent of Canada’s maximum contribution, as determined under section 12, allocated as follows:
   (i) A minimum of 85 percent toward costs of financial assistance referred to in paragraph (a) of the definition of “Eligible Costs”, and
   (ii) Up to 15 percent toward administration costs referred to in paragraph (d) of the definition of “Eligible Costs”;

(c) In Fiscal Year 2016/2017, equivalent to at least 45 percent of Canada’s maximum contribution, as determined under section 12 allocated as follows:
   (i) A minimum of 90 percent toward costs of financial assistance referred to in paragraph (a) of the definition of “Eligible Costs”, and
   (ii) Up to 10 percent toward administration costs referred to in paragraph (d) of the definition of “Eligible Costs”;

(d) In each of Fiscal Years 2017/2018, 2018/2019 and 2019/2020, equivalent to at least 60 percent of Canada’s maximum contribution as determined under section 12 allocated as follows:
   (i) A minimum of 90 percent toward costs of financial assistance referred to in paragraph (a) of the definition of “Eligible Costs”, and
(ii) Up to 10 percent toward administration costs referred to in paragraph (d) of the definition of “Eligible Costs”

(2) Newfoundland and Labrador agrees to ensure that, in respect of each Fiscal Year during the Period of this Agreement the total amount of investment of Eligible Employers toward Eligible Training Costs under the Canada-Newfoundland and Labrador Job Grant for that Fiscal Year is equal to or greater than 50 percent of the total government investments allocated toward costs of financial assistance under subsection (1).

(a) For greater certainty, and in accordance with Annex 1 section 5 (2)(b), Eligible Employers with 50 employees or fewer that contribute to the Canada-Newfoundland and Labrador Job Grant through a combination of direct training costs and wages or wage replacement, will be considered to have made an investment that is equal to or greater than fifty percent (50%) of the Eligible Training Costs to be counted toward the total government investment.

(3) In the event Newfoundland and Labrador requests to carry forward an amount under section 14 for a Fiscal Year, Newfoundland and Labrador may reduce the amount of total government investments required under subsection (1) in that year by an amount commensurate with the amount actually retained and to be carried forward into the next fiscal year.

(4) The total government investments toward the Canada-Newfoundland and Labrador Job Grant for a Fiscal Year as described in subsection (1) may be funded from:

(a) Canada’s contribution under this Agreement;
(b) Newfoundland and Labrador’s own general revenues; and
(c) Funds provided to Newfoundland and Labrador by Canada under the Canada-Newfoundland and Labrador Labour Market Development Agreement entered into pursuant to Part II of the Employment Insurance Act, provided they are used in a manner that is in accordance with the core parameters of the Canada-Newfoundland and Labrador Job Grant described in Annex 1. For greater certainty, only the funds used to pay for Eligible Training Costs as defined in this Agreement are to be considered for the purpose of subsection (1).

(5) To the extent that Newfoundland and Labrador utilizes funds described in sub-paragraphs (4)(b) and/or (4)(c) for the purposes of the Canada-Newfoundland and Labrador Job Grant, Newfoundland and Labrador will continue to be eligible to receive the maximum amount of Canada’s annual contribution, as determined under section 12 and subject to the terms of this Agreement, less any reduction in the amount of Canada’s contribution under subsection (7) if applicable.

(6) Nothing in the Agreement modifies or in any way amends the Canada-Newfoundland and Labrador Labour Market Development Agreement and any amount of Canada’s contribution payable to Newfoundland and Labrador under that Agreement continues to be subject to the terms and conditions set out therein.
(7) In the event that total expenditures incurred by Newfoundland and Labrador in respect of Eligible Costs under the Canada-Newfoundland and Labrador Job Grant in a Fiscal Year are lower than the minimum total government investments for that Fiscal Year that are required under subsection (1), and/or the total investment of Eligible Employers in a Fiscal Year are less than fifty percent (50%) of the total government investments for that Fiscal Year that are required under subsection (2), Canada’s maximum contribution as determined under section 12 for the next Fiscal Year will be reduced by an amount representing the sum of:

(a) The difference between the amount of the total government investments required for the preceding Fiscal Year under subsection (1) and the actual expenses of Newfoundland and Labrador toward Eligible Costs related to toward the Canada-Newfoundland and Labrador Job Grant for the preceding Fiscal Year;

And

(b) The difference between the amount of the total investment of Eligible Employers required for the preceding Fiscal Year under subsection (2) and the actual total investment of Eligible Employers toward Eligible Costs for the preceding Fiscal Year.

The above sum is reduced by the total amount incurred by Newfoundland and Labrador in respect of administration costs in the preceding Fiscal Year in accordance with subsection (1) and the amount carried-forward under section 14 from the preceding Fiscal Year, unless the total amount of government investments required for that Fiscal Year under subsection (1) was reduced by the amount carried forward in accordance with subsection (3).

(8) In the event total expenditures incurred by Newfoundland and Labrador in respect of Eligible Costs under the Canada-Newfoundland and Labrador Job Grant in a Fiscal Year are higher than the minimum total government investments required for that Fiscal Year under subsection (1), and/or the total investment of Eligible Employers in a Fiscal Year is more than fifty percent (50%) of the total government investments for that Fiscal Year as provided under subsection (2), the excess amounts may be counted toward the minimum government investments or Eligible Employer investments, as the case may be, in a subsequent Fiscal Year during the Period of the Agreement.

(9) Despite subsection (8), no expenditures incurred by Newfoundland and Labrador in a Fiscal Year towards Eligible Costs in excess of the amount of Canada’s maximum contribution for the Fiscal Year as determined under section 12 shall be carried forward to a subsequent Fiscal Year during the Period of the Agreement.

(10) In year one of the Agreement, Newfoundland and Labrador will monitor employer take-up of the Canada-Newfoundland and Labrador Job Grant. Should this monitoring show underspending on the Canada-Newfoundland and Labrador Job Grant as a result of low employer take-up in year one, Canada agrees to have discussions with Newfoundland and Labrador on this issue and the carry-forward of unspent funds.

(11) For greater certainty, the Parties may enter into discussions on the provisions of section 16 following the review of the Canada Job Grant outlined in subsection 32(1).
Newfoundland and Labrador Allocation Toward Employer-Sponsored Training

17. (1) Beginning in 2017/2018, Newfoundland and Labrador agrees to allocate and use for costs referred to in subparagraph (b) of the definition of “Eligible Costs” (i.e. costs related to Employer-Sponsored Training) an amount representing a minimum of forty percent (40%) of Canada’s maximum contribution for the Fiscal Year as determined under section 12. Any amount allocated and used for costs related to the Canada-Newfoundland and Labrador Job Grant using funds provided under this Agreement is considered to be an amount allocated and used for the costs of Employer-Sponsored Training for the purposes of this section except if the amount allocated or part thereof related to the Canada-Newfoundland and Labrador Job Grant is an excess amount from a previous Fiscal Year as provided under subsection 16(7) in which case, only the expenditures actually incurred by Newfoundland and Labrador in the current Fiscal Year under this Agreement toward Eligible Costs of the Canada-Newfoundland and Labrador Job Grant may be counted toward the minimum allocation toward Employer-Sponsored Training.

(2) In the event that total expenditures incurred by Newfoundland and Labrador in respect of Employer-Sponsored Training in a Fiscal Year are lower than the minimum allocation required for that Fiscal Year under subsection (1), Canada’s maximum contribution as determined under section 12 for the next Fiscal Year is reduced by an amount representing the difference between the minimum amount to be allocated for the preceding Fiscal Year under subsection (1) and the actual expenses of Newfoundland and Labrador related to Eligible Costs toward Employer-Sponsored Training for the preceding Fiscal Year.

Newfoundland and Labrador Allocation Toward Employment Services and Supports

18. (1) Newfoundland and Labrador may allocate and use toward costs referred to in subparagraph (c) of the definition of “Eligible Costs” (i.e. Costs related to Employment Services and Supports) the amount of Canada’s maximum contribution as determined in section 12 that is not invested towards Eligible Costs related to the Canada-Newfoundland and Labrador Job Grant and Employer Sponsored Training in accordance with sections 16 and 17.

(2) In Fiscal Years 2014/2015 to 2016/2017 inclusive, Newfoundland and Labrador may allocate and use up to one hundred percent (100%) of Canada’s maximum contribution toward these Eligible Costs. However, beginning in 2017/2018 and for each fiscal year thereafter during the Period of this Agreement, Newfoundland and Labrador may only allocate and use a maximum of sixty percent (60%) of Canada’s maximum contribution for the Fiscal Year toward these costs.

Terms of Payment

19. (1) Canada will make payments of its annual contribution as determined under section 12 in two installments each Fiscal Year. The first installment will be paid on or about June 15 of each Fiscal Year and the second installment will be paid on or about November 15 of each Fiscal Year.

(2) The amount of the first installment will be an amount equal to fifty percent (50%) of the notional amount of Canada’s maximum contribution to Newfoundland and Labrador for the Fiscal Year.

(3) The amount of the second installment will be an amount equal to the balance of Canada’s maximum contribution to Newfoundland and Labrador for the Fiscal Year based on the actual amount of the contribution determined under section 12 for the Fiscal Year less any applicable reduction of Canada’s total contribution for the Fiscal Year as provided under subsections 16 (7) and 17 (2).
(4) Despite subsection (3), for Fiscal Years 2015/2016 and 2016/2017 the amount of the second installment will not be reduced by the amount determined under subparagraph 16(7). Instead, the amount of the reduction in each of those fiscal years will be considered a debt due to Canada to be repaid no later than March 31, 2016 in respect of the amount due for Fiscal Year 2014/2015 and March 31, 2017 in respect of the amount due for Fiscal Year 2015/2016 unless, as a result of the Year 2 review referred to in section 320, adjustments are made to this Agreement by no later than March 31, 2016 that impact the amount due for those Fiscal Years under section 16.

20. Canada shall withhold payment of its contribution if Newfoundland and Labrador has failed to provide its annual audited financial statement for a Fiscal Year in accordance with section 26 until such time as the annual audited statement is provided.

**Repayment of Overpayment**

21. In the event payments made to Newfoundland and Labrador exceed the amount to which Newfoundland and Labrador is entitled under this Agreement, the amount of the excess is a debt due to Canada and shall be promptly repaid to Canada upon receipt of notice to do so and within the period specified in the notice.

**OFFICIAL LANGUAGES**

22. In developing and delivering its Eligible Programs, Newfoundland and Labrador agrees to take into account the needs of official language minority communities in Newfoundland and Labrador.

23. Newfoundland and Labrador also agrees to ensure that where there is a significant demand for services or for assistance under the Eligible Programs in either official language, Eligible Beneficiaries can obtain such services or assistance in that official language. In determining the areas of Newfoundland and Labrador where there would be considered to be a “significant demand”, Newfoundland and Labrador agrees to use as a guideline the criteria for determining what constitutes “significant demand” for communications with, and services from, an office of an federal institution as set out in the *Official Languages Regulations* which are in effect at the time of signing this Agreement, made pursuant to Canada’s *Official Languages Act*.

**ACCOUNTABILITY FRAMEWORK**

24. Canada and Newfoundland and Labrador agree to an accountability framework for the funding provided under this Agreement consisting of the following components:

I. Planning
II. Financial reporting;
III. Performance measurement;
IV. Public reporting; and,
V. Evaluation.

This process will be led by Newfoundland and Labrador to ensure the programming delivered is responsive to the labour market in Newfoundland and Labrador and meets the unique challenges and opportunities faced by workers and employers in this province.
(I) Planning

25. (1) Prior to July 1, 2014 and prior to the spring meeting of the Joint Committee established under section 33 of this Agreement in each subsequent Fiscal Year during the Period of the Agreement, Newfoundland and Labrador agrees to provide to the Joint Committee, the following information:

(a) An environmental scan that provides a profile of the current labour market challenges in Newfoundland and Labrador;

(b) A description of the consultation processes referred to in subsection (2), the type of groups consulted and annual priorities related to stakeholder feedback;

(c) Annual priorities for the Canada-Newfoundland and Labrador Job Grant and Eligible Programs to be funded under this Agreement;

(d) A brief description of the planned activities, projected expenditures and expected results of the Canada-Newfoundland and Labrador Job Grant and the Eligible Programs that Newfoundland and Labrador intends to fund under this Agreement, including a description of programs being considered in accordance with Employer-Sponsored Training provisions.

(2) Newfoundland and Labrador agrees to have a process in place to engage employers and other stakeholders to determine priorities for the Eligible Programs and obtain information referred to in subsection (1).

(II) Financial Reporting

26. (1) By no later than October 1, following the end of the previous Fiscal Year during the Period of the Agreement, Newfoundland and Labrador shall provide Canada with an audited financial statement of revenues received from Canada under this Agreement during the Fiscal Year and the Eligible Costs incurred by Newfoundland and Labrador in relation to the Eligible Programs.

(2) The revenue section of the statement referred to in subsection (1) shall show the amount received from Canada under this Agreement during the Fiscal Year.

(3) The financial statement referred to in subsection (1) shall show:

(a) The Eligible Costs described in paragraphs (a) of the definition of “Eligible Costs” incurred in respect of the Canada-Newfoundland and Labrador Job Grant during the Fiscal Year, disaggregated by funding source;

(b) The Eligible Costs described in paragraph (b) of the definition of “Eligible Costs” incurred during the Fiscal Year, disaggregated by Newfoundland and Labrador program;

(c) The Eligible Costs described in paragraph (c) of the definition of “Eligible Costs” incurred during the Fiscal Year, disaggregated by Newfoundland and Labrador program;

(d) The Eligible Costs described in paragraph (d) of the definition of “Eligible Costs” incurred during the Fiscal Year;

(e) The Eligible Costs described in paragraph (e) of the definition of “Eligible Costs” incurred during the Fiscal Year;

(f) The total amount of investments from Eligible Employers to the Canada-Newfoundland and Labrador Job Grant during the Fiscal Year;
(g) If applicable, the amount of any surplus funds that are to be repaid to Canada under sections 14 and 21 of the Agreement;

(h) If applicable, the amount of the reduction to the amount of Canada's maximum contribution for the current fiscal year resulting from the application of sections 16 and 17;

(i) If applicable, the total excess amount of government investments and the total excess amount of Eligible Employer investments referred to in subsection 16(8) for the Fiscal Year and the cumulative total amount at the end of the current Fiscal Year; and

(j) If applicable, the total excess amount of government investments and the total excess amount of Eligible Employer investments referred to in subsection 16(8) counted toward the minimum investments required under sections 16 and 17 for the Fiscal Year.

(4) The financial statement shall be prepared in accordance with Canadian Generally Accepted Accounting Principles and the audit shall be performed by the Newfoundland and Labrador Auditor-General or his/her designate, or by an independent public accounting firm registered under the laws of Newfoundland and Labrador and shall be conducted in accordance with Canadian Generally Accepted Auditing Standards.

(iii) Performance Measurement

27. (1) Newfoundland and Labrador agrees to collect and compile in accordance with Annex 2 to this Agreement, the performance indicator information set out in that Annex.

(2) Newfoundland and Labrador agrees to provide to Canada the information referred to in subsection (1) no later than October 1 following the end of each Fiscal Year. The information shall be provided in the format and manner decided jointly by Canada and Newfoundland and Labrador. For greater certainty, no personal information will be shared by Newfoundland and Labrador with Canada.

(iv) Annual Reporting

28. (1) Canada and Newfoundland and Labrador recognize the importance of reporting to the public on results achieved under this Agreement.

(2) By no later than October 1 following the end of each Fiscal Year during the period of the Agreement, Newfoundland and Labrador agrees to:

(a) Report to Newfoundlanders and Labradorians on the results and expenditures of the Eligible Programs achieved in the Fiscal Year. The report shall show separately the results attributable to the funding provided by Canada under this Agreement.

(b) Provide to Canada an Annual Report in the format and manner decided jointly by Canada and Newfoundland and Labrador which shall include:

i. A description of the employer and stakeholder (including Official Language minority communities) consultation processes undertaken during the Fiscal Year and associated priorities for Eligible Programs;

ii. A brief description of the activities, expenditures and results of the Canada Newfoundland and Labrador Job Grant and the Eligible Programs that
Newfoundland and Labrador funded under this Agreement, including a description of programs delivered as part of the Employer-Sponsored Training.

iii. Results achieved for the Eligible Programs according to the performance indicator information referred to in section 27 for the Fiscal Year;

iv. A copy of the audited financial statement referred to in section 26 for the Fiscal Year,

v. Any additional results of evaluation activities undertaken in the Fiscal Year related to Eligible Programs, as available.

29. (1) Newfoundland and Labrador agrees to provide the following information to Canada on a monthly basis for Grant recipients: name and contact information of the business or organization benefitting from the Grant, the training institution and the type of training being provided. This information is to be provided in the month following the Newfoundland and Labrador’s approval of the recipient’s Grant request, and will include recommendations by Newfoundland and Labrador on whether the recipient should be contacted for communications opportunities as per section 6 of Annex 3 of this Agreement.

(2) The Parties agree that following the signing of the Agreement, an Information Sharing Agreement will be established, by Designated Officials, and in a manner that meets the security and privacy requirements for the protection of personal information for both Parties. No employer information identifying individuals will be forwarded from Newfoundland and Labrador to Canada until such an Agreement has come into force.

(V) Evaluation

30. (1) Newfoundland and Labrador agrees to undertake an evaluation of the impact and effectiveness of the Eligible Programs and the funding provided in relation thereto under this Agreement. The evaluation shall cover the period from April 1, 2014 to March 31, 2017 and shall be completed by March 31, 2018.

(2) Canada and Newfoundland and Labrador agree to work together to develop an evaluation framework within six months of Newfoundland and Labrador receiving its first instalment of the Canada’s contribution during the 2014/2015 Fiscal Year. This framework will:

(a) Adhere to commonly accepted evaluation practices and methodologies; and,

(b) Include the involvement of the Policy Innovation and Accountability Office of Cabinet Secretariat in Executive Council in Newfoundland and Labrador, or any successor to that organization if applicable.

(3) In carrying out the evaluation under subsection (1), Newfoundland and Labrador shall:

(a) After the findings are obtained, submit the evaluation report the Policy Innovation and Accountability Office of Cabinet Secretariat in Executive Council in Newfoundland and Labrador, or to any successor to that organization if applicable, for review before it is finalized; and

(b) Provide a copy of the evaluation report to Canada by no later than June 30, 2018.
(4) The cost of the evaluation will be the responsibility of Newfoundland and Labrador.

(5) For greater certainty, costs incurred by Newfoundland and Labrador to conduct evaluation activities are Eligible Costs.

31. Newfoundland and Labrador agrees that it will collect personal information about Eligible Beneficiaries, including Social Insurance Numbers, for the purpose of evaluating the results and impacts of the Eligible Programs funded under this Agreement.

REVIEW OF THE CANADA-NEWFOUNDLAND AND LABRADOR JOB GRANT

32. (1) Canada and Newfoundland and Labrador agree that a review of the Canada-Newfoundland and Labrador Job Grant will be undertaken in Year 2 of the Agreements. The review will examine various aspects of implementation, including employer take-up, phase-in, and report back to members of the Forum of Labour Market Ministers by the end of the 2015 calendar year to allow time to make adjustments, if necessary, taking into account the varying labour market needs of different provinces and territories.

(2) Based on the results of the Review, should Newfoundland and Labrador and Canada agree that adjustments to the Canada-Newfoundland and Labrador Job Grant would better meet the labour market needs of Newfoundland and Labrador, the parties agree to make appropriate adjustments as soon as possible following the completion of the Review.

(3) The Government of Canada and provinces and territories will jointly develop the terms of reference for the review, including but not limited to:

(a) Purpose and objective;
(b) Areas to be assessed;
(c) Timelines;
(d) Roles and Responsibilities; and
(e) Communications protocol.

(4) For greater certainty, Newfoundland and Labrador’s contributions to the cost of conducting this review are Eligible Costs.

JOINT COMMITTEE

33. (1) Canada and Newfoundland and Labrador agree to maintain the Canada-Newfoundland and Labrador Joint Committee established under the 2008 Canada-Newfoundland and Labrador Labour Market Agreement.

(2) The Joint Committee will be co-chaired by the Designated Officials of the Parties and will meet at least twice annually or as agreed to by the co-chairs. The co-chairs can invite representatives from other agencies, departments or ministries to participate in Committee meetings as deemed appropriate.
(3) The Assistant Deputy Minister, Regional Service Delivery, Department of Advanced Education and Skills and Regional Assistant Deputy Minister of Service Canada will be represented on the Joint Committee.

(4) The role of the Joint Committee is to:

(a) Discuss the information provided by Newfoundland and Labrador under section 25 (planning);

(b) Provide a forum to exchange information and have discussions related to the administration and management of the Agreement;

(c) Share views and information on labour market programs and policies as well as broader developments in the labour market.

PUBLIC ACKNOWLEDGEMENT OF FEDERAL FUNDING

34. (1) Canada and Newfoundland and Labrador recognize the importance of ensuring that the public is informed of the financial contributions of both parties to Newfoundland and Labrador's Eligible Programs.

(2) Pursuant to subsection (1) above, Canada and Newfoundland and Labrador agree to implement the Communications Protocol attached as Annex 3 to this Agreement.

PERIOD OF THE AGREEMENT

35. This Agreement shall come into effect on April 1, 2014 and shall terminate on March 31, 2020 unless it is terminated earlier in accordance with section 38.

36. Notwithstanding the termination of this Agreement, the obligations of Newfoundland and Labrador under sections 21, 26 and 28 of this Agreement shall survive any termination and shall remain in force until they are satisfied or by their nature expire.

DISPUTE RESOLUTION

37.(1) Canada and Newfoundland and Labrador are committed to working together and avoiding disputes through government-to-government information exchange, advance notice, early consultation, and discussion, clarification and resolution of issues, as they arise.

(2) If at any time either Canada or Newfoundland and Labrador is of the opinion that the other Party has failed to comply with any of its obligations or undertakings under this Agreement or is in breach of any term or condition of the Agreement, Canada or Newfoundland and Labrador, as the case may be, may notify the other party in writing of the failure or breach. Upon such notice, Canada and Newfoundland and Labrador will endeavour to resolve the issue in dispute bilaterally through their Designated Officials.

(3) If the dispute referred to in subsection (2) cannot be resolved by Designated Officials, then the dispute will be referred to the Deputy Minister of Employment and Social Development and the Deputy Minister of Advanced Education and Skills, and if it cannot be resolved by them, then Canada's Minister of Employment and Social Development and Newfoundland and Labrador's Minister of Advanced Education and Skills shall endeavor to resolve the dispute.
TERMINATION

38. Either Canada or Newfoundland and Labrador may terminate this Agreement at any time without cause by giving a minimum of two Fiscal Years' written notice of its intention to terminate.

39. Upon termination of the Agreement under section 38, Canada shall have no obligation to make any further payment to Newfoundland and Labrador in respect of its Eligible Costs incurred after the date of termination.

EQUALITY OF TREATMENT

40. (1) During the term of this Agreement, if another province or territory, except the province of Quebec, whose agreement is based on a unique approach to employer involvement in training, negotiates a Canada Job Fund Agreement with Canada, or an amendment to such an agreement, and if, in the opinion of Newfoundland and Labrador, any provision of that agreement or amending agreement is more favourable to that province or territory than what was negotiated with Newfoundland and Labrador, Canada agrees to amend this Agreement in order to afford similar treatment to Newfoundland and Labrador, if requested by Newfoundland and Labrador. This amendment shall be retroactive to the date on which the Canada Job Fund Agreement or the amendment to such an agreement with the other province or territory, as the case may be, comes into force.

(2) If, following the implementation of this Agreement, Newfoundland and Labrador implements a new approach to employer involvement and investment in training that, in the opinion of Canada is similar to Quebec's legislated system in place at the time of the signature of this Agreement, Canada agrees, upon request by Newfoundland and Labrador, to enter into discussions with Newfoundland and Labrador regarding possible amendments to this Agreement as a result of the new approach in the province. It is understood that any amendment to this Agreement under this section is subject to approval by Canada's Treasury Board.

(3) Canada will make publicly available up-to-date Canada Job Fund agreements entered into with all provinces and territories, including any amendments, by posting them on a Government of Canada website.

ANNEXES

41. The Annexes to this Agreement are an integral part of the Agreement.

AMENDMENTS

42. (1) This Agreement and Annexes may be amended at any time by mutual consent of the Parties. To be valid, any amendment shall be in writing and, subject to subsection (2), signed, in the case of Canada, by Canada's Minister of Employment and Social Development, and in the case of Newfoundland and Labrador, by Newfoundland and Labrador's Minister of Advanced Education and Skills and Minister of Municipal and Intergovernmental Affairs.

(2) An amendment to Annex 2 (Performance Indicators) to this Agreement may be made by the written agreement of the Designated Officials of the Parties.
GENERAL

43. This Agreement, including Annexes 1 to 3, comprise the entire agreement entered into by the Parties with respect to the subject matter hereof.

44. This Agreement supersedes and takes the place of the Letter of Intent provided by Newfoundland and Labrador dated March 11, 2014, which is revoked.

45. This Agreement shall be interpreted according to the laws of Canada and Newfoundland and Labrador.
SIGNED on behalf of Canada
at ____________ this ___ day
of ________ 2014

[Signature]
Minister of Employment and Social Development

In the Presence of

[Signature]

SIGNED on behalf of Newfoundland and Labrador
at ____________ this ___ day
of ________ 2014

[Signature]
Minister of Advanced Education and Skills

In the Presence of

[Signature]

Minister of Municipal and Intergovernmental Affairs

In the Presence of

[Signature]
ANNEX 1

CANADA-NEWFOUNDLAND AND LABRADOR JOB GRANT CORE PARAMETERS

Newfoundland and Labrador agrees to deliver the Canada-Newfoundland and Labrador Job Grant to support the training of Newfoundlanders and Labradorians for available jobs, based on the following parameters:

1. The Parties agree that Newfoundland and Labrador may design specific parameters for the Canada-Newfoundland and Labrador Job Grant that reflect their labour-market needs, based on the following core principles:

   (a) Employer decides which Eligible Beneficiaries obtain training and what type of training is required;
   (b) Employer has job available for the Eligible Beneficiaries at the end of the training;
   (c) Employer financially contributes to the training; and
   (d) Training is provided by an eligible third-party training provider.

2. Eligible Employers to receive funding under the Canada-Newfoundland and Labrador Job Grant include individual employers and organizations acting on behalf of employers (e.g. employer consortia, union halls, industry associations and training coordinators), in the private and not-for-profit sectors.

Crown Corporations and Aboriginal governments/organizations may be considered Eligible Employers when training Eligible Beneficiaries for jobs located in small or remote communities (i.e., with a population of 100,000 or less) where the Crown Corporation or the Aboriginal government/organization:

   (a) is a major employer; and
   (b) has demonstrated training needs.

The Crown Corporations and Aboriginal governments who are considered Eligible Employers will be agreed upon by the Parties through a letter at the Ministerial level.

3. All Newfoundlanders and Labradorians seeking training for a new or better job are eligible to benefit from the Canada-Newfoundland and Labrador Job Grant. This includes:

   (a) Unemployed individuals who need training to obtain a job.
   (b) Under-employed individuals who need training for a better job.
   (c) Individuals who are employed but who need training for a better job.

4. The Canada-Newfoundland and Labrador Job Grant is to be used to support the following Eligible Training Costs:

   • Tuition fees or fees charged by training provider;
   • Mandatory student fees;
   • Textbooks, software, supplies and other required materials; and,
   • Examination fees.
5. (1) Newfoundland and Labrador agrees that Eligible Employers who receive funding under the Canada-Newfoundland and Labrador Job Grant must contribute a minimum of 1/3 of the Eligible Training Costs, unless they are considered small businesses of 50 employees or less.

(2) Small businesses who receive funding under the Canada-Newfoundland and Labrador Job Grant can:

(a) Contribute to a minimum of fifteen percent (15%) of the Eligible Training Costs for any individual Canada-Newfoundland and Labrador Job Grant;

or

(b) Make up to fifty percent (50%) of their required contribution in wages or wage replacement if their total contribution for a Grant (including the wages or wage replacement) is at least 1/3 of the Eligible Training Costs.

6. The Parties agree that training can be delivered in any setting (for example classroom, workplace or online), as long as it is delivered by a third-party trainer recognized by Newfoundland and Labrador, including universities, community colleges, career colleges, trade union training centres, industry associations and any other organization designated by Newfoundland and Labrador.

7. Canada’s maximum government contribution to a Canada-Newfoundland and Labrador Job Grant is $10,000.
ANNEX 2

PERFORMANCE INDICATOR INFORMATION

Pursuant to section 27 of the Agreement, the Parties agree to work together to finalize a performance measurement framework based on the following reporting categories to establish a common set of comparable indicators across jurisdictions.

Categories of Performance Indicators

Canada-Newfoundland and Labrador Job Grant

1. Participant information, including but not necessarily limited to:
   
   - Number of clients who benefited from the Grant by:
     - Pre-intervention employment status (employed, unemployed)
     - Demographic characteristics (i.e. gender, age, education, designated groups, etc)
     - EI status pre and post intervention
   
   - Number of employers who received the Grant by:
     - Size (small, medium, large) and
     - Sector

2. Service delivery information, including but not necessarily limited to:
   
   - Average value of a Canada-Newfoundland and Labrador Job Grant
   - Average number of grants per employer
   - Other: e.g. type of training supported through the Grant, type of training providers, average length of training

3. Outcome indicators, including but not necessarily limited to:
   
   - Number of participants employed after participation, by pre-intervention employment status:
     - Immediately after and 12 months following intervention
   - Credentials/certification earned
   - Income and hours worked pre and post participation
     - Immediately after and 12 months following intervention
   - Client satisfaction (i.e. stating training helped meet their employment needs)
   - Employer satisfaction (i.e. stating training helped meet their skills needs)

Employment Services and Supports and Employer-Sponsored Training

1. Participant information, including but not necessarily limited to:
   
   - Number of clients served:
     - Pre-intervention employment status (employed, unemployed)
     - Demographic characteristics (i.e. gender, age, education, designated groups, etc.)
     - EI status pre and post intervention, if available
• Number of participating employers by:
  o Size (small, medium, large) and
  o Sector

2. Service delivery information, including but not necessarily limited to:

• Types of programs/interventions provided
• Clients served by program/intervention and by pre-intervention employment status

3. Outcome indicators, including but not necessarily limited to:

• Number of participants employed after participation, by pre-intervention employment status:
  o Immediately after and 12 months following intervention
• Credentials/certification earned
• Income and hours worked pre and post participation
  o Immediately after and 12 months following intervention
• Client satisfaction (i.e. stating training helped meet their employment needs)
• Employer satisfaction (i.e. stating training helped meet their skills needs)

**Collaborative Work on Performance Indicators**

1. The Parties agree to work together to determine phase in for implementation and any necessary refinements or adjustments to the descriptions of the performance indicators for overall reporting on an ongoing basis, and for the Review to be undertaken by the end of the 2015 calendar year.

2. Newfoundland and Labrador agrees to develop metrics for the performance indicators through a variety of methods, including use of Beneficiary level data, sampling and surveys of Beneficiaries, as appropriate, feasible, cost-effective and practicable. Data compiled for performance indicator purposes will be subject to Newfoundland and Labrador's *Access to Information and Protection of Privacy Act*. 
ANNEX 3

COMMUNICATIONS PROTOCOL

1. Canada and Newfoundland and Labrador agree to work together in a multilateral federal-provincial/territorial Communications Working Group that will meet, either in person or via teleconference, quarterly. This Working Group will cooperatively communicate and promote the Canada-Newfoundland and Labrador Job Grant (Grant) and the Canada Job Fund Agreement (Fund) and develop testimonials/success stories. The Working Group is intended as a collaborative body that will, in part, serve to clarify the interpretation and application of the Communications Protocol and determine visual identity standards. The Working Group will comprise representatives from Canada (Employment and Social Development Canada and other interested departments) and from the provinces and territories. All Parties may table agenda items.

2. For the purposes of visual identity, Canada's identification is to be determined by Canada and Newfoundland and Labrador's identification is to be determined by the Newfoundland and Labrador.

3. Both Parties agree to give the other a minimum of 10-days advance notice of advertising and national advertising related to the Grant or Fund. Details on the final concepts for advertising campaigns will be shared in advance through the Working Group referred to in section 1 of this Annex.

4. Newfoundland and Labrador agrees to give Canada reasonable advance notice and advance copies of public communications, marketing and advertising products specific to the Grant and Fund (for example, publications, brochures, videos, web sites, promotional material, advertising or other products).

5. Canada agrees to share advance copies and electronic files of marketing and promotional products and publications (for example, posters, brochures, videos) with Newfoundland and Labrador or potential adaptation and use. Parties may agree to collaborate on promotional products, which Canada will produce and distribute to Newfoundland and Labrador upon Newfoundland and Labrador's request.

6. Newfoundland and Labrador agrees to work toward a minimum of 6 joint announcement opportunities per year and one announcement upon signing of the Agreement. Announcement opportunities can be identified through the information sharing process outlined in section 29 of the Agreement.

7. Twice a year, Newfoundland and Labrador will provide Canada with a list of organizations receiving funding under the Fund that have been identified for potential communications opportunities. Canada and Newfoundland and Labrador will work together to coordinate communications activities and / or announcements with selected organizations.
8. Both Parties reserve the right to conduct public communications, announcements, events, marketing, advertising (including national advertising), outreach, and promotional activities about the Grant and Fund, and those who benefit from them in Newfoundland and Labrador. Both Parties also agree to give each other 10-days advance notice of events, ceremonies and news releases to announce awarding of funding under the Grant and Fund and related milestones in Newfoundland and Labrador to allow the other Party the option to participate, with the understanding that exceptional circumstances may arise that limit the ability to provide advance notice.

9. Both Parties agree that all public communications and marketing products, promotional material and advertising specific to the Grant and Fund will include federal identification and recognize Canada’s financial assistance, and Newfoundland and Labrador’s contribution, with the exception of national communications, marketing, promotion and advertising.

10. Newfoundland and Labrador will make best efforts to ensure locations where training funded under the Grant and Fund takes place will display federal identification to recognize that the programs and services provided receive Canada’s financial assistance. Parties may agree to collaborate on promotional products, which Canada will produce and distribute to Newfoundland and Labrador at Newfoundland and Labrador’s request.

11. Both Parties agree that promotional communications (including but not limited to newsletters, success stories or solicitations for applications) to all groups receiving funding through the Grant and Fund (for example, businesses, associations, unions, training institutions, universities, colleges, career colleges and private trainers) will include federal identification and recognize Canada’s financial assistance, and Newfoundland and Labrador’s contribution.

12. Canada will provide a standard letter to Newfoundland and Labrador for use in notifying all Grant recipients of the approved Grant request, to include federal and Newfoundland and Labrador’s identification and recognize Canada’s financial assistance and Newfoundland and Labrador’s contribution as appropriate. Alternatively, Newfoundland and Labrador will draft a standard letter in collaboration with Canada for use in notifying all Grant recipients of the approved Grant request that appropriately identifies and recognizes both Parties.

13. Both parties agree to have a live, functioning web site as soon as the Grant is fully available in Newfoundland and Labrador with information for employers on how to apply for the Grant.
TARGETED INITIATIVE FOR OLDER WORKERS

AMENDING AGREEMENT NO. 4

BETWEEN THE GOVERNMENT OF CANADA (hereinafter referred to as "Canada") as represented herein by the Minister of Employment and Social Development

AND THE GOVERNMENT OF NEWFOUNDLAND AND LABRADOR (hereinafter called "Newfoundland and Labrador") as represented by the Minister of Advanced Education and Skills and by the Minister for Intergovernmental Affairs)

WHEREAS Canada and Newfoundland and Labrador signed an agreement on August 31, 2007, pursuant to Canada’s Targeted Initiative for Older Workers (hereinafter referred to as the “Agreement”) under which Canada agreed to provide financial support to Newfoundland and Labrador, on a cost-shared basis, towards the costs of projects that will provide unemployed older workers in vulnerable communities in Newfoundland and Labrador with programming aimed at increasing their employability, reintegrating them into employment and ensuring they remain active and productive labour market participants while their communities undergo adjustment;

WHEREAS Canada and Newfoundland and Labrador made certain amendments to the Agreement by an Amending Agreement entered into on March 26, 2009 (hereinafter referred to as “Amending Agreement No. 1”), an Amending Agreement entered into on June 5, 2009 (hereinafter referred to as “Amending Agreement No. 2”) and an Amending Agreement entered into on March 30, 2012 (hereinafter referred to as “Amending Agreement No.3”);

AND WHEREAS Canada and Newfoundland and Labrador wish to further amend the Agreement to

(a) extend the period of the Agreement to March 31, 2017
(b) provide for an increase in Canada’s maximum contribution under the Agreement, and
(c) make certain technical amendments to the Agreement;

NOW, THEREFORE, Canada and Newfoundland and Labrador agree to amend the Agreement, as amended by Amending Agreement No. 1, Amending Agreement No. 2 and Amending Agreement No. 3, as follows:

1. The first "WHEREAS" clause on page 1 of the Agreement is replaced with the following:
"WHEREAS older workers in communities which have ongoing high unemployment, are mainly dependent on a single employer or industry that has experienced significant downsizing and have unfulfilled employer demand and/or skills mismatches (hereinafter referred to as "vulnerable communities") face greater barriers to re-employment than core-age members of the labour force when they lose their jobs";

2. The definition of "Period of Agreement" in subsection 2(1)(f) of the Agreement is amended by replacing "March 31, 2014" with "March 31, 2017".

3. Subsection 2(1)(g) is amended by deleting "Canada’s Minister of Human Resources and Skills Development" and replacing with "Canada's Minister of Employment and Social Development";

4. The definition of "Vulnerable Community" in paragraph 2(1)(l) of the Agreement is replaced with:

2(1)(l) "A "Vulnerable Community" means a community with a population of 250,000 or less:

(i) with ongoing high unemployment;
(ii) in which 20% of the labour force is dependent on a single employer or a single industry and the employer or industry has experienced significant downsizing or a closure;
(iii) where employers are unable to fulfill their demand for workers; or,
(iv) where the skills of workers do not match those required by the employer or industry."

5. Section 7 of the Agreement is amended by adding subsection (3) as follows:

“(3) Newfoundland and Labrador agrees to notify Canada in writing of any changes to an Eligible Project, including changes to:
(a) the start and end date of the Eligible Project;
(b) the activities to be delivered by a Project Sponsor; and
(c) the targeted number of Older Workers who are to participate in the activities."

6. Section 9 (1) of the Agreement is deleted and replaced by the following:

(1)(a) "To assist Canada in evaluating the success of the Eligible Projects and whether the objectives of the Targeted Initiative for Older Workers are being achieved, Newfoundland and Labrador agrees to provide to Canada, with respect to each Project participant, the participant in-lake and exit
information set out in Schedule C and the participant follow-up report
information referred to in subsection (3.1).

(b) The parties agree that, following the signing of this Amending
Agreement, an Information Sharing Agreement (ISA) will be established
through an exchange of letters at the officials' level and in a manner that
meets the security and privacy requirements for the protection of personal
information for both parties entering into this agreement. No personal
information as referred to in paragraph (a) shall be forwarded from
Newfoundland and Labrador to Canada until such an agreement (ISA) has
come into force. Schedule C, entitled "Participant In-Take and Exit
Information" will be updated in the ISA as necessary to reflect the personal
information collected.

(c) Once this ISA is in effect, Newfoundland and Labrador will provide
Canada with the information referred to in Section 8 and Subsection 9
(3.1)."

7. Subsection 9(3) of the Agreement is amended by adding the words "Subject
to paragraph 9(1)(c)", before the word "Newfoundland and Labrador" at the
beginning of the first line.

8. Subsection 9(3.1) of the Agreement is amended by deleting the word "and"
at the end of paragraph (e), deleting the period at the end of paragraph (f),
and adding the following paragraphs after paragraph (f):

"(g) a report to be provided by December 31, 2015, indicating

(i) the employment status, three to six months following his/her
participation, of each project participant who completed
his/her participation in a project during the period beginning
April 1, 2014 and ending March 31, 2015, and

(ii) whether the participant considered that his/her participation
improved his/her employability; and

(h) a report to be provided by December 31, 2016, indicating

(i) the employment status, three to six months following
his/her participation, of each project participant who
completed his/her participation in a project during the
period beginning April 1, 2015 and ending March 31, 2016,
and

(ii) whether the participant considered that his/her participation
improved his/her employability; and
(i) a report to be provided by December 31, 2017 indicating

(i) the employment status, three to six months following
his/her participation, of each project participant who
completed his/her participation in a project during the
period beginning April 1, 2016 and ending March 31, 2017
and

(ii) whether the participant considered that his/her participation
improved his/her employability."

9. Paragraph 9(4)(d) of the Agreement is amended by replacing "Department
of Human Resources and Skills Development Act" with "Department of
Employment and Social Development Act"

10. Section 12 of the Agreement is amended by replacing "March 31, 2014" with
"March 31, 2017".

11. Section 13 of the Agreement is amended by replacing the amount of
"$11,498,369" in paragraph (b) with "$14,059,744".

12. Section 14 of the Agreement is amended by adding after the reference to
"$897,749 in Canada’s fiscal year 2013/14" the following:

"$853,792 in Canada’s fiscal year 2014/15,
$853,792 in Canada’s fiscal year 2015/16, and
$853,792 in Canada’s fiscal year 2016/17."

13. Section 17 of the Agreement is deleted and replaced by the following:
"Newfoundland and Labrador agrees that it shall not use any funds provided
to it by Canada under any of the Department of Employment and Social
Development’s Labour Market Programs to pay for its share of the costs of
the Eligible Projects”.

14. Section 18 of the Agreement is amended by adding subsection 18(4) as
follows:

(4) "By no later than January 15 of each Fiscal Year during the Period of the
Agreement, Newfoundland and Labrador shall provide Canada with a
statement which shall include:
(a) total amount paid by Newfoundland and Labrador to Project Sponsors
in respect of the Eligible Project Expenditures and for which Newfoundland
and Labrador has submitted an expenditure claim during that Fiscal Year;
and
(b) forecast of the amount of Eligible Costs, Newfoundland and Labrador
will pay to each Project Sponsor in support of Eligible Projects for the
remainder of that Fiscal Year. Such forecast may be revised up until March
1. Section 25 of the Agreement is amended by replacing “Employment Programs for EI clients and Older Workers” in the title of the addressee for Canada with “Policy LMA & Targeted Transfers” and “Employment Programs and Partnerships Directorate” and by replacing “Human Resources and Social Development Canada” with “Employment and Social Development Canada”.

16. The Agreement in all other respects shall remain the same.

17. This Amending Agreement shall be read together with Amending Agreement No. 1, Amending Agreement No. 2, Amending Agreement No. 3 and the Agreement, and shall take effect as if its provisions were contained in the Agreement.

18. This Amending Agreement shall be effective when signed by all the parties.

19. This Amending Agreement may be executed in counterparts, each of which shall be deemed an original but both of which taken together shall constitute one and the same Amending Agreement. The exchange of copies of this Amending Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Amending Agreement as to the parties and may be used in lieu of the original Amending Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

SIGNED on behalf of Canada

at .........................

This ........ day of ..........., 2014

Minister of Employment and Social Development

Jason Kenney

SIGNED on behalf of Newfoundland and Labrador

at .........................

This ........ day of ..........., 2014

Minister of Advanced Education and Skills

Kevin O'Brien
Minister of Municipal and Intergovernmental Affairs

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Dan Crummell