

**MEMORANDUM
OF UNDERSTANDING**

BETWEEN

**THE CANADA-NOVA SCOTIA OFFSHORE
PETROLEUM BOARD**

AND

**THE MINISTER OF HUMAN RESOURCES
DEVELOPMENT CANADA**

MEMORANDUM of UNDERSTANDING

BETWEEN

The Canada-Nova Scotia Offshore Petroleum Board (hereinafter referred to as the "Board").

AND

The Minister of Human Resources Development (hereinafter referred to as "HRDC")

WHEREAS the Board has a mandate under the Accord Acts that includes, among other things, the responsibility to ensure that Canadians and, in particular, members of the labour force of Nova Scotia, are employed by those carrying on work or activities pursuant to an authorization issued by the Board;

WHEREAS the Accord Acts provide that before issuing such an authorization the Board must approve a Canada-Nova Scotia Benefits Plan which contains, inter alia, provisions intended to ensure that, consistent with the *Canadian Charter of Rights and Freedoms*, individuals resident in Nova Scotia shall be given first consideration for training and employment with respect to the work or activity;

WHEREAS HRDC (National Employment Service) has a mandate under the *Employment Insurance Act* and *Regulations* and under section 20 of the Regulations made pursuant to the *Immigration Act* to assist in the determination as to whether the employment of a temporary foreign worker would adversely affect the employment opportunities of Canadians and permanent residents.

AND WHEREAS the Board and HRDC wish to exchange certain employment information in accordance with the *Privacy Act*.

THE PARTIES, THEREFORE, AGREE AS FOLLOWS:

1.0 Interpretation

In this Memorandum of Understanding (MOU), unless the context otherwise requires

"Accord Acts" means *The Canada-Nova Scotia Offshore Petroleum Resources Accord Implementation Act*, S.C. 1988, c.28 and the *Canada-Nova Scotia Offshore Petroleum Resources Accord Implementation (Nova Scotia) Act*, S.N. S. 1987, c.3.

"Canada-Nova Scotia Benefits Plan" has the same meaning as in the Accord Acts.

"Employment Information" means the type of information described in Schedule "A."

"Offshore Area" has the same meaning as in the Accord Acts.

2.0 Purpose

- 2.1 The purpose of this MOU is to put in place a formal mechanism that will govern the exchange of Employment Information that relates to work- or activities subject to a Canada-Nova Scotia Benefits Plan and to provide for certain mutual advice and assistance.

3.0 Exchange of Information

- 3.1 The Parties agree that, subject to any applicable law, they will exchange Employment Information from time to time on the request of either party.

4.0 Use of Information

- 4.1 Information accessed by the Board through HRDC shall only be used for the purpose of monitoring and enforcing compliance with an approved Canada-Nova Scotia Benefits Plan.
- 4.2 Information accessed by HRDC through the Board shall only be used for the purposes of ensuring that it fulfills its mandate under the *Employment Insurance Act* and *Regulations* and under section 20 of the *Immigration Regulations*.

5.0 Mutual Advice and Assistance

- 5.1 HRDC shall provide the Board with advice and assistance, as requested from time to time, relating to the availability in the Canadian labour market of persons with skills and/or experience required by operators carrying on work or activities in the offshore area.

- 5.2 HRDC shall keep the Board informed of progress on training plan commitments made by operators carrying on work or activities in the offshore area.
- 5.3 The Board shall provide HRDC with advice and assistance, as requested from time to time, relating to standards, qualifications and regulatory requirements for employment in the offshore area. In addition, where HRDC does not have the relevant labour market information, the Board, if possible, shall provide HRDC with opinions on the potential availability of Canadians with the skills and experience required by operators carrying on work or activities in the offshore area.
- 5.4 The Board shall keep HRDC informed regarding the status of activities in the offshore area, including the time frames for each work or activity in the offshore area that involves the employment of temporary foreign workers.
- 5.5 At the request of the Board, HRDC shall participate in meetings arranged by the Board for the purpose of advising offshore operators and contractors of legislative and regulatory requirements related to employment in the offshore area.

6.0 Financial Arrangements

Each party waives any cost it may incur under this MOU.

7.0 Confidentiality/Security

- 7.1 Each party undertakes to fully maintain, respect and protect the confidentiality of the information received under this MOU, and not to release it to anyone unless such release is authorized herein or by law.

The Board will undertake to apply federal government standards, as described in the Government Security Policy and supporting operating directives and guidelines, covering administrative, technical and physical safeguarding of the personal information to be communicated by HRDC.

8.0 Destruction/Return of Personal Information

In the event of a termination of this MOU, the information supplied by each party to the other shall be destroyed or shall be disposed of in a manner mutually agreed upon. Each party shall send a letter to the other acknowledging that the disposition of the information has been effected in the agreed manner

9.0 Duration

This MOU shall commence on, and take effect from, the date on which it is signed by the last of the parties and may be terminated by either party giving 90 days advance written

notice to that effect to the other .

10.0 Amending Procedure

This MOU may be amended upon the written agreement of the parties hereto.

- 10.2 Any notice to be delivered in this MOU may be sent to the party concerned as follows:

Howard Green, Director General
Human Resources Development Canada
Nova Scotia Region
99 Wyse Road
Dartmouth Nova Scotia
P.O. Box 1350
B2Y 4B9

J.E. Dickey
Chief Executive Officer
Canada - Nova Scotia Offshore Petroleum Board
1791 Barrington Street
Halifax, Nova Scotia
B3J 3K9

This MOU has been signed on behalf of HRDC by

(Original signed by)

Howard Green

Director General, Human Resources Development Canada

Nova Scotia Region

Date

Dated this 28th day of November, 2000.

This MOU has been signed on behalf of the Board by

(Original signed by)

J.E. Dickey

Chief Executive Officer

Canada - Nova Scotia Offshore Petroleum Board

Date

Dated this 26th day of January, 2001.

SCHEDULE A- EMPLOYMENT INFORMATION

1. The names of temporary foreign workers requested, foreign worker application forms, job descriptions, qualifications, and information concerning the rationale for foreign worker validation;
2. Written reports, including information on Benefit Plans,
3. Information relating to offshore related work and activities pertaining to foreign worker requests;
4. Information relating to new and currently employed foreign workers including their names, job titles, employment authorizations, expiry and extension dates, as well as supporting rationale and information submitted by employers in support of their requests for foreign workers.
5. Information relating to a foreign workers means of entry into Canada- including entry under: the North American Free Trade Agreement, the General Agreement on Trades in Services, an employment validation issued under the authority of the *Employment Insurance Act* or a validation exemption category stipulated in the *Immigration Act*.