

CANADA-ALBERTA AGREEMENT ON TARGETED INITIATIVE FOR OLDER WORKERS

These Articles of Agreement made in duplicate.

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

AND THE GOVERNMENT OF ALBERTA (hereinafter called Alberta) as represented by the Minister of Employment and Immigration

Whereas older workers in communities which have ongoing high unemployment or which are highly dependent on a single employer or industry that has experienced significant downsizing (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;

Whereas the poor labour market prospects of older workers in vulnerable communities who lose their jobs is a concern of both Canada and Alberta;

Whereas in response to this concern, Canada has established an initiative known as the "Targeted Initiative for Older Workers" to provide financial support, on a cost shared basis with provinces and territories, for projects that will provide unemployed older workers in vulnerable communities 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 Alberta proposes to implement projects for older workers described above; and

Whereas Canada has agreed to share the costs of the projects with Alberta on the terms and conditions set out herein;

NOW THEREFORE, Canada and Alberta agree as follows:

AGREEMENT

1. The following documents and any amendments relating thereto form the Agreement between Canada and Alberta:
 - (a) these Articles of Agreement;
 - (b) the document attached hereto as **Schedule A** and entitled "Eligible Project Criteria";
 - (c) the document attached hereto as **Schedule B** and entitled "Eligible Project Expenditures";
and
 - (d) the document attached hereto as **Schedule C** and entitled "Project Recommendation Form", and
 - (e) the document attached hereto as **Schedule D** and entitled "Project Sponsor Reporting Template";
 - (f) the document attached hereto as **Schedule E** and entitled "Participant Information and Feedback Forms", and
 - (g) the document attached hereto as **Schedule F** and entitled "Payment Claim Form",

INTERPRETATION

2. (1) Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:
- (a) "Eligible Project" means a project that meets the Eligible Project Criteria, is carried out by a Project Sponsor in a Vulnerable Community, and has been approved under section 4;
 - (b) "Eligible Project Criteria" means the older worker project criteria set out in Schedule A;
 - (c) "Eligible Project Expenditures" means the expenditures incurred in carrying out an Eligible Project that are within the categories of Eligible Project Expenditures described in Schedule B and that do not exceed the limitation set out in Schedule B;
 - (d) "Period of the Agreement" means the period beginning on the date this Agreement comes into effect under Section 17 and ending March 31, 2012;
 - (e) "Federal Minister" means Canada's Minister of Human Resources and Skills Development and includes his or her delegate;
 - (f) "Fiscal Year" means the period beginning on April 1 in one calendar year and ending on March 31 in the next calendar year;
 - (g) "Older Worker" means a worker who is normally between 55 and 64 (inclusive) years of age;
 - (h) "Project Sponsor" means the organization or entity funded by Alberta to carry out an Eligible Project;
 - (i) "Vulnerable Community" means a community
 - (i) with ongoing high unemployment, and/or
 - (ii) in which 20% or more of the labour force is dependent on a single employer or a single industry and the employer or industry has experienced significant downsizing.
- For greater certainty, a city or town with a population greater than 250,000 is not considered a vulnerable community.
- (2) In this Agreement, words in the singular shall include the plural and vice versa as the context requires.

PURPOSE

3. The purpose of this Agreement is to set out the terms and conditions on which Canada has agreed to cost-share with Alberta the costs of projects that will provide unemployed older workers in vulnerable communities 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.

PROJECT APPROVAL PROCESS

4. No project is eligible for cost-sharing under this Agreement unless it has been approved by both parties to this Agreement prior to the commencement of the project. The parties agree that the joint approval process will be as follows. Once Alberta approves a project, it will forward a recommendation for approval of the project to the Federal Minister using the Project Recommendation Form attached as Schedule C and providing the information specified on the Form. Upon receipt of the recommendation, the Federal Minister will promptly review it and notify Alberta of the Federal Minister's approval of the project if satisfied that the project meets the requirements of the Target Initiative for Older Workers Program.

RESPONSIBILITIES AND OBLIGATIONS OF ALBERTA

5. In developing or selecting projects under this Agreement, Alberta agrees to
 - (a) give priority to projects for older workers in communities affected by closures and downsizings in traditional industrial sectors (e.g. forestry, mining and manufacturing) and that do not have employment services and training facilities readily available to unemployed residents;
 - (b) wherever possible, integrate projects with economic development plans and activities; and
 - (c) make every effort to ensure that funding for projects is distributed equitably among regions of Alberta where Vulnerable Communities are located.
6. Alberta shall be solely responsible for the implementation of the Eligible Projects and for providing financial assistance to Project Sponsors to enable them to carry out the Eligible Projects.
7. When providing financial assistance to a Project Sponsor using funds provided under this Agreement, Alberta will enter in a written agreement with the Project Sponsor setting out the terms and conditions of the financial assistance. Agreements with Project Sponsors will be entered into in accordance with Alberta's established standards and procedures for contracting with third parties.
8. (1) Alberta agrees that a written agreement referred to in section 7 shall include the following:
 - (a) a provision ensuring that the Project Sponsor will obtain, in writing, participant consent and authorization for the disclosure and exchange of personal information about the participant referred to in sections 10 and 12 between the Project Sponsor, Alberta, and Canada for the purpose of evaluating the success of the initiative; and
 - (b) a provision requiring the Project Sponsor to give appropriate recognition of the contribution of Canada and Alberta to the project in its publicity and signage relating to the project, including any information provided to the public on any web site maintained by the Project Sponsor.(2) Upon request, Alberta agrees to provide Canada with a copy of all agreements referred to in section 7.
9. Alberta agrees to require each Project Sponsor upon completion of its Eligible Project to report on its progress and outcomes in implementing its Eligible Project activities using the Project Sponsor Reporting Template attached as Schedule D.
10. (1) 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, Alberta agrees to provide to Canada, with respect to each Project participant, the following information:
 - (a) the participant in-take information set out in Targeted Initiative for Older Worker Participant Information Form attached as Schedule E;
 - (b) the participant exit information set out in the Targeted Initiative For Older Workers Participant Project Feedback Form attached as Schedule E; and
 - (c) the participant follow-up report information referred to in section 12.(2) Alberta agrees to take all reasonable measures to ensure that the Targeted Initiative for Older Worker Participant Information Form containing the participant in-take information is completed at the time the participant is accepted on a Project and that the Targeted Initiative For Older Workers Participant Project Feedback Form containing the participant exit information is completed at the end of his or her participation on the project.
11. Alberta agrees to provide Canada with copies of the Project Sponsor Report referred to in section 9 and the completed Participant Information, the Participant Project Feedback Forms

referred to in section 10 for each Eligible Project no later than 90 days after the Project is completed.

12. Alberta also agrees to provide Canada with participant follow-up reports, in a format and manner to be decided jointly by Canada and Alberta, by December 31 of each year, including 2010, 2011 and 2012, indicating the employment status during the three to six months following his/her participation, of each Eligible Project participant who completed his/her participation in a project during the period beginning April 1 and ending March 31 of that year.
13. Prior to collecting or compiling the Eligible Project participant information referred to in sections 10 and 12, Alberta agrees to ensure that
 - (a) the participant is informed that funding for the Project has been provided in part by Canada under the Targeted Initiative for Older Workers and Canada and Alberta needs the information for the purpose of evaluating the initiative;
 - (b) consent by the participant to the collection, use and disclosure of the information is a condition of his or her participation on the Project;
 - (c) written consent of the participant to the collection, use and disclosure of the information is obtained; and
 - (d) the participant is informed that the information, when provided to Alberta, is administered under *Alberta's Freedom of Information and Protection of Privacy (FOIPP) Act*, and when provided to Canada, is administered under Canada's *Privacy Act* and *Department of Human Resources and Skills Development Act* and that the participant has a right under the *Privacy Act* to obtain access to that information from Canada and under the *FOIPP ACT* to obtain access to that information from Alberta.
14. Alberta agrees to exercise due diligence in the administration of its agreement with a Project Sponsor. Without limiting the generality of the foregoing, in exercising due diligence Alberta agrees to:
 - (a) ensure that the project and participants are covered through general liability insurance and workers compensation coverage or comparable insurance coverage, where appropriate;
 - (b) ensure that the Project Sponsor advises project applicants who are in receipt of EI benefits to discuss the impact that their participation may have on their current and subsequent EI claims with an EI official;
15. In developing and delivering its programs, Alberta agrees to take into account the needs of official language minority communities in Alberta.

DURATION

16. This Agreement comes into effect on the date of the signing of the Agreement by both parties and ends March 31, 2012, unless the Agreement is terminated earlier in accordance with section 27. Notwithstanding the expiry or termination of this Agreement, the rights and obligations of the parties under sections 11, 18, 19, 21, 22, 31 and 32 shall remain in force until they are satisfied or by their nature expire.

CONTRIBUTION OF CANADA

17. Subject to the terms and conditions of this Agreement, Canada agrees to make a contribution (the "contribution") to Alberta of an amount equal to the lesser of
 - a) 84% of the Eligible Project Expenditures, and
 - b) \$8,457,984

18. Notwithstanding section 17, the maximum amount payable by Canada on account of its contribution under this Agreement shall not exceed

\$5,629,348 in Fiscal Year 2010/2011, and
\$2,828,636 in Fiscal Year 2011/2012

unless Canada obtains approval of its Treasury Board to re-profile the amount of any unpaid portion of Canada's maximum contribution payable under paragraph (a) in Fiscal Year 2010/2011 to Fiscal Year 2011/2012 and add that reprofiled amount to the maximum amount payable under paragraph (b).

19. (1) Any payment under this Agreement is subject to the appropriation of funds by Parliament for the fiscal year in which the payment is to be made and to the maintenance of current and forecasted funding allocation levels for the Targeted Initiative for Older Workers. In the event that Canada's Treasury Board cancels the Targeted Initiative for Older Workers or reduces the level of funding for the initiative for any fiscal year in which payment is to be made under the Agreement, or in the event that Parliament reduces the overall level of funding for the programs of the Department of Human Resources and Skills Development for the fiscal year in which payment is to be made under the Agreement, Canada may terminate the Agreement on six months notice in writing of intention to terminate, or reduce the amount of its contribution payable under the Agreement in that fiscal year by such amount as it considers appropriate. In the event that Canada terminates the Agreement, or reduces the amount of its contribution, Alberta's obligations under this agreement will be commensurately reduced.
- (2) The undertaking by Alberta with respect to this agreement is also subject to the appropriation of sufficient funds by the Alberta legislature each fiscal year.
20. No contribution shall be payable by Canada for payments made by Alberta in relation to Eligible Project Expenditures incurred before the approval of the project or after the Period of the Agreement.

SOURCE OF FUNDING FOR ALBERTA'S SHARE OF COSTS

21. Alberta agrees that it shall not use any funds provided to it by Canada under a Labour Market Development Agreement, a Labour Market Agreement, or the Community Development Trust to pay for its share of the costs of the Eligible Projects.

PAYMENT ARRANGEMENTS

22. (1) Subject to subsections (2) and (3), payments of the Contribution to Alberta in respect of Canada's share of the Eligible Project Expenditures will be made following receipt of expenditure claims submitted by Alberta. Each expenditure claim shall be made using the Payment Claim Form set out in Schedule F.
- (2) Each claim shall be submitted within [30] days after the end of each 180 day period from the start date of the Period of the Agreement except that where the Period of the Agreement expires before 180 from the end of the previous pay period, the final claim shall be submitted within [30] days from the end date of the Period of the Agreement.
- (3) Canada may withhold payment of up to 10% of the estimated amount of its Contribution payable under this Agreement until after the Period of the Agreement has expired. Final payment will be made upon
- (a) receipt and verification of the final payment claim; and
- (b) receipt of any other report or other document that may be required to be submitted to Canada by Alberta under the terms of this Agreement, including, for greater certainty, receipt of all Project Sponsor Reports referred to in section 9, and all participant intake and exit information and participant follow-up reports referred to in sections 10 and 12.

REPAYMENT

23. Any payment made by Canada in excess of the amount to which Alberta is entitled under this Agreement is a debt owing to Canada and must be repaid promptly and, in any event, within thirty days of notice to do so by Canada.

GOODS AND SERVICES TAX/HARMONIZED SALES TAX

24. Notwithstanding any other provisions of this Agreement, no contribution is payable by Canada in respect of the portion of the cost of any goods and services representing the amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) paid on such goods and services for which Alberta or any Project Sponsor funded by Alberta to carry out the Eligible Projects is entitled to claim an input tax credit or rebate.

EVALUATION

25. (1) Canada and Alberta agree on the importance of evaluating the Targeted Initiative for Older Workers to assess whether its objectives and expected results have been attained. Canada, therefore shall undertake an evaluation of the Initiative during the Period of the Agreement.
- (2) The evaluation may be based, in part, on the participant in-take and exit form information and/or the participant follow-up reports provided to Canada under section 9 and on similar information provided by other provinces with which Canada has concluded similar agreements under the Targeted Initiative for Older Workers. However, Canada may also ask Alberta's designated representative from Employment and Immigration to provide representatives of Canada with information reflecting the views on the Initiative from provincial staff and project sponsors responsible for coordinating the Eligible Projects.
- (3) Upon completion of the evaluation report, Canada agrees to share the report with Alberta.

AUDIT/YEAR END STATEMENT

26. (1) Within 180 days of the end of each fiscal year, Alberta shall provide Canada with audited financial statements showing payments made during the fiscal year in relation to the Eligible Project Expenditures. The financial statements will be prepared in accordance with Canadian Generally Accepted Accounting Principles, and with the accounting policies of the Government of Alberta. The audit shall be performed by Alberta Employment and Immigration's Internal Audit in accordance with Canadian Generally Accepted Auditing Standards.
- (2) The financial statements shall be accompanied by a statement by Alberta certifying that the amount of the Eligible Project Expenditures claimed by Alberta, and for which Alberta was reimbursed by Canada under the Agreement, was in accordance with the terms and conditions of the Agreement.

TERMINATION OF THE AGREEMENT WITHOUT CAUSE

27. Either party may terminate this Agreement at any time without cause by giving the other party 6 months notice in writing of its intention to terminate.
28. In the event of a termination notice being given by a party under section 23, all Canada's share of Eligible Project Expenditures incurred by Alberta up to the date of termination will be paid by Canada. The balance of any advance of Canada's Contribution which remains unspent shall be a debt due to Canada and shall be promptly repaid to Canada.

NOTICE

29. Any notice or correspondence in relation to this Agreement shall be addressed to:

in the case of Canada

Director
Employment Programs for EI Clients, Older Workers and Work-Sharing
Active Employment Measures
Skills and Employment Branch
Human Resources and Skills Development Canada
140 Promenade du Portage
Gatineau, Québec
K1A 0J9

in the case of Alberta

Director
Strategic Policy and Supports
Workforce Supports Division
Alberta Employment and Immigration
12th Floor, Seventh Street Plaza
10030 – 107 Street
Edmonton, Alberta
T5J 3E4

GENERAL

30. Canada and Alberta agree that any information relating to the project(s) made public by either party shall acknowledge in an appropriate manner the financial contribution of the two parties.
31. This Agreement is a contribution agreement only. Canada's responsibilities are limited to providing financial assistance to Alberta towards the Eligible Project Expenditures-, completing an evaluation of the Targeted Initiative for Older Workers and sharing evaluation findings with Alberta. The parties hereto declare that nothing in this agreement shall be construed as creating a partnership, employment or agency relationship between them. Alberta is not in any way authorized to make a promise, agreement or contract on behalf of Canada.
32. No member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.
33. No individual to whom the post-employment provisions of Canada's *Values and Ethics Code for the Public Service or the Conflict of Interest Act S.C. 2006, c. 9, s.2* apply, shall derive a direct benefit from this Agreement unless that individual is in compliance with the applicable post-employment provisions.
34. This Agreement may be amended by the mutual consent of the parties. To be valid, any amendment of this Agreement shall be in writing and signed by the designated representatives of each party.
35. During and after completion of the Eligible Projects, Alberta undertakes to indemnify and save harmless Canada from all costs, losses, damages, judgements, claims, demands, actions or other recourse related to, caused by or attributed in any way to acts or omissions by its officers, employees, agents, or contractors with respect to anything Alberta is supposed to provide or do, or has done pursuant to this Agreement in connection with the Eligible Projects.
36. During and after completion of the Eligible Projects, Canada undertakes to indemnify and save harmless Alberta from all costs, losses, damages, judgements, claims, demands, actions or other recourse related to, caused by or attributed in any way to acts or omissions

by its officers, employees, agents, or contractors with respect to anything Canada is supposed to provide or do, or has done pursuant to this Agreement in connection with the Eligible Projects.

37. This Agreement shall be governed by and construed in accordance with the laws of Canada and Alberta.

SIGNED on behalf of Canada

SIGNED on behalf of Alberta

At

at

This day of, 2010

This day of, 2010

Minister of Human Resources and Skills
Development

Minister of Employment and Immigration

Per:
Ian Shugart
Deputy Minister
Human Resources and Skills
Development Canada

Per:
Shirley Howe
Deputy Minister
Ministry of Alberta Employment and
Immigration

Approved pursuant to s.11 of the
Government Organization Act this _____
day of _____, 2010.

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Deputy Minister of International and
Intergovernmental Relations