

## TARGETED INITIATIVE FOR OLDER WORKERS

### AMENDING AGREEMENT No. 1

**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 referred to as Alberta) as represented by the Minister of Human Services

**WHEREAS** Canada and Alberta entered into an agreement on October 11, 2010, pursuant to Canada’s Targeted Initiative for Older Workers (hereinafter referred to as the “Agreement”) under which Canada agreed to provide financial support to Alberta, on a cost-shared basis, towards the costs of projects that will provide unemployed older workers in vulnerable communities in Alberta 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;

**AND WHEREAS** Canada and Alberta wish to amend the Agreement to

- (a) extend the period of the Agreement to March 31, 2014,
- (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 Alberta agree to amend the Agreement, as follows:

1. The definition of “Period of Agreement” in paragraph 2(1)(d) of the Agreement is amended by replacing “March 31, 2012” with “March 31, 2014”.
2. Section 12 of the Agreement is replaced with:
  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, 2012, 2013 and 2014, 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.

3. Section 13 (a) of the Agreement is replaced with:

(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 need the information for the purpose of evaluating the initiative;

4. Section 16 of the Agreement is amended by replacing "March 31, 2012" with "March 31, 2014".

5. Section 17 of the Agreement is amended by replacing the amount of "\$8,457,984" in paragraph (b) with "\$11,942,184".

6. Section 18 of the Agreement is deleted and replaced with the following:

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

- a) \$5,629,348 in Fiscal Year 2010/2011,
- b) \$2,828,636 in Fiscal Year 2011/2012,
- c) \$1,742,100 in Canada's fiscal year 2012/13, and
- d) \$1,742,100 in Canada's fiscal year 2013/14.

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), (b), (c) in Fiscal Years 2010/2011, 2011/2012 and 2012/2013 to Fiscal Years 2011/2012, 2012/2013 and 2013/14 and add that reprofiled amount to the maximum amount payable under paragraphs (b), (c) and (d).

7. Subsection 22 (2) is deleted and replaced by the following:

"(2) Each claim shall be submitted within [30] days after the end of each 150 day period from the start date of the Period of the original 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.

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

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

10. This Amending Agreement No. 1 shall be effective when signed by both parties.

11. 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

**SIGNED** on behalf of Alberta

at .....

at .....

This ..... day of ....., 2012

This ..... day of ....., 2012

|  |  |
|--|--|
| Minister of Human Resources and Skills Development<br><br>Per _____<br><br>Deputy Minister of Human Resources and Skills Development | Minister of Alberta Human Services<br><br>Per _____<br><br>Deputy Minister of Alberta Human Services |
|--|--|

.....  
Ian Shugart

.....  
Steve MacDonald

Approved pursuant to s.11 of the *Government Organization Act* this \_\_\_\_  
Day of \_\_\_\_\_, 2012.

.....  
Deputy Minister of Intergovernmental, International and Aboriginal Relations