

**CANADA – BRITISH COLUMBIA  
WORKFORCE DEVELOPMENT  
AGREEMENT**

## CANADA-BRITISH COLUMBIA WORKFORCE DEVELOPMENT AGREEMENT

**Between** The Government of Canada (hereinafter referred to as “Canada”), as represented by the Minister of Labour styled as the Minister of Employment, Workforce Development and Labour;

**AND** The Government of British Columbia (hereinafter referred to as “British Columbia”), as represented by the Minister of Advanced Education, Skills and Training;

**WHEREAS** Canada has entered into labour market transfer agreements with Provinces and Territories entitled the Labour Market Agreements for Persons with Disabilities, the Canada Job Fund Agreements and the Targeted Initiative for Older Workers Agreements;

**WHEREAS** Canada announced in Budget 2017 a commitment to make these labour market transfer agreements simpler and more flexible by consolidating them into new Workforce Development Agreements;

**WHEREAS** Canada and British Columbia recognize the importance of working together to smoothly transition from these previous agreements to the new Workforce Development Agreement;

**WHEREAS** following consultations with stakeholders and collaborative discussions with Provinces and Territories in 2016, Canada and British Columbia have agreed to shared objectives, principles and areas of focus for investment under the Workforce Development Agreement and Labour Market Development Agreement in supporting an integrated, client-centred, outcomes-driven employment and training system in British Columbia, as outlined in this Agreement;

**WHEREAS** Canada and British Columbia recognize the importance of engaging with and working collaboratively and respectfully with Indigenous peoples;

**WHEREAS** the Workforce Development Agreements will provide improved administrative efficiency and better alignment of processes with the Labour Market Development Agreements;

**WHEREAS** Canada and British Columbia agree that British Columbia has primary responsibility for the design, delivery and ongoing improvement of employment and training programs funded under this Agreement;

**WHEREAS** Canada and British Columbia agree that British Columbia has the flexibility for determining what services to deliver and how such services will be delivered to best meet their unique and local labour market needs;

**WHEREAS** Canada and British Columbia agree that the Eligible Programs under this Agreement are focused on achieving positive outcomes for Eligible Beneficiaries;

**WHEREAS** Canada and British Columbia agree that British Columbia utilizes an approach to delivering Eligible Programs under this Agreement that involves a collaborative and cooperative arrangement between multiple provincial ministries and agreements with external agencies in order to maximize the value of the Parties' financial contributions;

**WHEREAS** Canada and British Columbia agree that Canadians should have access to employment and training programming that addresses all critical points along the path towards full participation in the labour market;

**WHEREAS** Canada and British Columbia agree on the importance of continuous improvement based on strengthened labour market information, sharing best practices, fostering innovation, and sharing information on federal and provincial labour market programs delivered in the province of British Columbia;

**WHEREAS** Canada and British Columbia agree to a shared commitment to transparency and accountability to Canadians with regards to the use of funding and the public reporting of outcomes under this Agreement;

**WHEREAS** Canada and British Columbia agree that it is critical to put in place the necessary performance measurement and evaluation frameworks to track outcomes, demonstrate results, and inform program and policy development;

**WHEREAS** Canada has agreed to support employment and training programs in British Columbia by providing funding to British Columbia under this Agreement towards Eligible Programs and Program Administration Costs that support the Parties' shared objectives outlined in this Agreement;

**WHEREAS** Canada and British Columbia agree to ensure continued support for persons with disabilities in gaining and maintaining meaningful employment;

**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*;

**WHEREAS** British Columbia's Minister of Advanced Education, Skills and Training is authorized to enter into this Agreement on behalf of British Columbia pursuant to sections 9 to 14 of the *Constitution Act*, R.S.B.C. 1996, c. 66, and OIC 778/2008, OIC 652/2010, OIC 062/2011, OIC 594/2012 and OIC 213/2017;

**ACCORDINGLY**, Canada and British Columbia agree as follows:

**INTERPRETATION**

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

“Agreement” means this Workforce Development Agreement and all annexes, as may be amended from time to time pursuant to section 38;

“Annual Plan” means the annual plan for a fiscal year developed by British Columbia under subsection 24(2);

“Annual Report” means the annual report for a fiscal year developed by British Columbia under section 28;

“Canada-British Columbia Job Fund Agreement” means the Canada-British Columbia Job Fund Agreement entered into between Canada and British Columbia on March 31, 2014;

“Canada-British Columbia Labour Market Agreement for Persons with Disabilities” means the Canada-British Columbia Labour Market Agreement for Persons with Disabilities entered into between Canada and British Columbia on May 23, 2014;

“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 British Columbia, and for British Columbia, the Assistant Deputy Minister of Labour Market and Information Division, Ministry of Advanced Education, Skills and Training or such other official of British Columbia as may be designated by the Minister of Advanced Education, Skills and Training by notice in writing to Canada;

“Effective Date” means the date specified in section 32;

“Eligible Beneficiaries” means the beneficiaries described in section 8;

“Eligible Costs” means the Program Costs and Program Administration Costs incurred by British Columbia in providing assistance to Eligible Beneficiaries under its Eligible Programs during the Period of this Agreement;

“Eligible Programs” means the employment and training programs of British Columbia 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;

“Health-related expenses” means any costs of measures or services that are primarily oriented toward medical treatment, which includes treatment of substance abuse and addiction, personal support services and devices;

“Indigenous peoples” means the ‘Aboriginal peoples of Canada’, as that term is defined in the *Constitution Act (1982)*;

“Parties” means Canada and British Columbia;

“Period of the Agreement” means the period specified in section 32;

“Program Administration Costs” means the direct and indirect internal operating costs incurred by British Columbia in developing, administering, and continuously improving the Eligible Programs;

“Program Costs” means

- a) The costs of financial assistance provided by British Columbia under its Eligible Programs directly to or on behalf of Eligible Beneficiaries;
- b) The costs incurred by British Columbia in relation to the direct provision of assistance to Eligible Beneficiaries by British Columbia under its Eligible Programs; and,
- c) The costs of financial assistance or other payments provided by British Columbia under its Eligible Programs to third party service providers or delivery agents 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 Eligible Programs.

But does not include

- i) basic income support unless payments are tied to active participation in an Eligible Program;
- ii) 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;
- iii) Health-related expenses above 25% of the total amount spent by British Columbia toward Program Costs under Eligible Programs for employment programs and training supports for persons with disabilities under sections 12 and 13;
- iv) any costs incurred that have already been paid by a third party, such as insurance companies or Worker’s Compensation Boards, for the provision of services related to a disability resulting from an injury; and

- v) any costs incurred by British Columbia and reimbursed by Canada under any other agreement between Canada and British Columbia or pursuant to any other federal program or federal legislation.

“Workforce Development Committee” means the bilateral Canada-British Columbia committee established under section 30;

## PURPOSE OF AGREEMENT

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

- a) The shared vision, objectives and principles of this Agreement;
- b) The areas of focus for investment under this Agreement;
- c) The roles and responsibilities of the Parties under this Agreement;
- d) The Eligible Programs and Eligible Costs for which the funding provided by Canada to British Columbia under this Agreement may be used under this Agreement;
- e) The amount to be provided by Canada to British Columbia each Fiscal Year during the Period of this Agreement;
- f) The accountability framework for the funding; and
- g) The communications protocol for this Agreement as outlined in section 31.

## VISION, OBJECTIVES AND PRINCIPLES

3. Canada and British Columbia share a common vision for the delivery of integrated, client-centred, outcomes-driven, employment and training programs that responds to the evolving needs of individuals, employers, and communities in British Columbia.

4. (1) Canada and British Columbia agree to the objectives of this Agreement as set out below:

- a) **Foster inclusive labour market participation:** Help individuals access the labour market opportunities; and support successful integration of those facing obstacles to finding, maintaining, and progressing toward employment;
- b) **Align skills with labour market needs:** Help workers gain and employers access the skills they need to adapt to the changing requirements of jobs and the labour market; and encourage employer involvement in training and continuous learning opportunities for workers; and
- c) **Create efficient labour markets:** Support strong and responsive labour market infrastructure to allow for timely and effective labour market programming which contributes to improved productivity and economic growth.

(2) Canada and British Columbia accept the principles of this Agreement as set out below:

- a) **Client-centred:** Focused on meeting the diverse needs of unemployed, underemployed and employed individuals and employers using the best available labour market information; and minimize barriers in accessing programs and supports;
- b) **Inclusive:** Support underrepresented groups including those further from the labour market;
- c) **Outcomes-Focused:** Enable British Columbians to achieve sustainable employment or progression along the employment continuum through programs and services, and continue to develop ways to effectively evaluate and improve results, including tracking outcomes and indicators of success;
- d) **Flexibility and Responsiveness:** Flexibility to address unique needs and local labour market priorities, and respond to emerging issues;
- e) **Innovation:** Identify and explore collaborative models for innovation, including continuous sharing of best practices and lessons learned; and
- f) **Engagement:** Collaboration between Federal and Provincial/Territorial governments; engagement with and working collaboratively and respectfully with Indigenous peoples; consultation and engagement with stakeholders; and coordination to enhance program complementarity.

## **ROLES AND RESPONSIBILITIES**

5. (1) Canada and British Columbia agree that British Columbia has the primary responsibility for the design and delivery of labour market programs in British Columbia under this Agreement based on British Columbia labour market needs.

(2) Canada and British Columbia agree that program administration and management of the Agreement will be structured to minimize the administrative burden for Eligible Beneficiaries.

## **AREAS OF FOCUS**

6. (1) British Columbia agrees to support flexibility in programming and provide employment, training and other supports to Eligible Beneficiaries to improve their ability to perform their current job, prepare for a new job, enhance their labour market participation, help them develop the skills needed to find and keep a job, improve their labour market outcomes, and develop their workforce.

(2) Canada and British Columbia agree that to support flexibility in programming, the Eligible Programs of British Columbia funded under this Agreement will fall within any of the following areas of focus:

- a) **Training:** Improve levels of literacy, essential and work-related skills; and support upskilling;
- b) **Supports:** Provide supports to maximize the potential impact of training; and continue to support persons with disabilities to enter and stay in the labour market;

- c) **Employment Partnerships:** Work in partnership with employers and other stakeholders to ensure programs are relevant, accessible and effective; and
- d) **Building Knowledge:** Build the knowledge base to support continuous improvement of labour market policies and programs; and support new and innovative approaches to meet the diverse needs of clients, including underrepresented groups.

## **ELIGIBLE PROGRAMS**

7. British Columbia agrees that the Eligible Programs will fall within the areas of focus set out in section 6 and may include, but are not limited to, those that support the following activities:

- a) Skills training, ranging from basic skills such as literacy and numeracy to more advanced skills training;
- b) On-the-job training and workplace-based skills upgrading;
- c) Group interventions and job readiness assistance;
- d) Financial assistance and benefits such as grants and living allowances related to the delivery of an Eligible Program;
- e) Employment-related counselling and services, including post-employment support services;
- f) Labour market connections such as services that facilitate matching supply and demand;
- g) Employment opportunities or experiential learning and development on the job; and
- h) Training delivered in cooperation with employers.

## **ELIGIBLE BENEFICIARIES**

8. British Columbia agrees to use the funding provided under this Agreement to provide assistance under its Eligible Programs to:

- a) Canadian citizens;
- b) Permanent residents;
- c) Protected persons within the meaning of the *Immigration and Refugee Protection Act (Canada)* entitled to work in Canada; and
- d) Employers with the exception of federal, provincial and territorial governments, and federal crown corporations and agencies.

9. Canada and British Columbia agree that although Eligible Beneficiaries include Indigenous peoples, Canada will continue to provide its own labour market programs for Indigenous peoples. Canada and British Columbia agree, through the Workforce Development Committee, to better coordinate the delivery of their respective programs for Indigenous peoples.

10. British Columbia 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 Contribution*

11. (1) Subject to the terms and conditions of this Agreement, in each Fiscal Year during the Period of this Agreement, Canada agrees to make a contribution to British Columbia in respect of the Eligible Costs incurred in that Fiscal Year of an amount not exceeding the amount, rounded to the nearest thousand, determined by the formula

$$F \times K/L$$

Where F is:

- (a) In Fiscal Year 2017-2018 \$495,500,000;
- (b) In Fiscal Year 2018-2019 \$495,500,000;
- (c) In Fiscal Year 2019-2020 \$605,501,000;
- (d) In Fiscal Year 2020-2021 and subsequent Fiscal Years \$715,502,000;

K is the total population of British Columbia in the Fiscal Year; and

L is the total population of all provinces in the Fiscal Year.

(2) Notwithstanding subsection (1), in each Fiscal Year from 2017-2018 to 2019-2020, Canada agrees to increase the maximum contribution payable under subsection (1) towards the Eligible Costs incurred in that Fiscal Year by an amount not exceeding:

- (a) In Fiscal Year 2017-2018 \$33,651,926;
- (b) In Fiscal Year 2018-2019 \$33,651,926;
- (c) In Fiscal Year 2019-2020 \$16,825,963;

(3) Notwithstanding subsection (1), in each Fiscal Year from 2017-2018 to 2022-2023, Canada agrees to increase the maximum contribution payable under subsection (1) towards the Eligible Costs incurred in that Fiscal Year by an amount not exceeding the amount, rounded to the nearest thousand, determined by the formula

$$G \times K/L$$

where

G is

- (a) In Fiscal Year 2017-2018 \$50,541,000;
- (b) In Fiscal Year 2018-2019 \$50,541,000;
- (c) In Fiscal Year 2019-2020 \$136,758,000;
- (d) In Fiscal Year 2020-2021 \$198,200,000;
- (e) In Fiscal Year 2021-2022 \$198,200,000;
- (f) In Fiscal Year 2022-2023 \$198,200,000.

K is the total population of British Columbia in the Fiscal Year

L is the total population of all provinces in the Fiscal Year

(4) For the purposes of subsections (1) and (3), the population of British Columbia for each Fiscal Year and the total population of all provinces 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.

(5) Based on Statistics Canada's quarterly estimates of the respective populations on July 1, 2017, Canada's maximum contribution to British Columbia in Fiscal Year 2017-2018 will be \$105,545,197.

(6) For Fiscal Year 2018-2019 and each subsequent Fiscal Year during the period of the Agreement, Canada will notify British Columbia at the beginning of the Fiscal Year of the notional total amount of its maximum contribution payable in that Fiscal Year as determined under this section. 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 British Columbia of the actual amount of its maximum contribution amount in each of those Fiscal Years, as determined under this section, as soon as possible following the release in September of each year of Statistics Canada's quarterly preliminary population estimates referred to in subsection (4).

*British Columbia allocation toward persons with disabilities*

12. In each Fiscal Year during the Period of the Agreement, British Columbia must allocate and use toward Program Costs for persons with disabilities an amount equal to:

- a) \$27,669,676; plus
- b) For each of Fiscal Years 2017-2018 to 2022-2023, an additional amount that is equal to the amount determined by the following formula:

$$A \times (B/C - 1)$$

Where:

A is equal to the amount referred to in subsection (a);

B is the total amount of the contribution paid or payable to British Columbia for a Fiscal Year under section 11; and

C is \$98,929,191.

13. In each Fiscal Year during the Period of the Agreement, British Columbia agrees to contribute an amount equal to the amount allocated under subsection 12 a) towards Program Costs for persons with disabilities from British Columbia's own revenues. For greater certainty, British Columbia agrees that it shall not use any funds provided to it by Canada under any other ESDC Labour Market Program to pay for its share of the costs under this section.

*Maximum Annual Contribution in respect of Administration Costs*

14. Canada's contribution in respect of British Columbia's Program Administration Costs incurred in each Fiscal Year shall not exceed:

- a) In Fiscal Years 2018-2019 and 2019-2020 an amount equal to 15 percent (15%) of the maximum contribution amount payable by Canada in those Fiscal Years;
- b) In Fiscal Years 2017-2018 and 2020-2021 and subsequent years an amount equal to 10 percent (10%) of the maximum contribution amount payable by Canada in those Fiscal Years.

*Carry forward*

15. (1) At the request of British Columbia, and subject to subsection (3), British Columbia may retain and carry forward to the next Fiscal Year, an amount representing the lesser of:

- (i) five percent (5%) of the amount of the contribution paid or payable to British Columbia for a Fiscal Year under section 11; and

(ii) the amount of contribution paid or payable to British Columbia for that Fiscal Year under section 11 that is in excess of the amount of Eligible Costs actually incurred by British Columbia in that same Fiscal Year.

(2) Any amount carried forward to a Fiscal Year pursuant to subsection (1) must be spent by the end of that Fiscal Year. British Columbia is not entitled to retain any such carried forward amount that remains unexpended after the end of that Fiscal Year nor is it entitled to retain any balance of Canada's contribution paid or payable pursuant to section 11 that remains unexpended upon termination of this Agreement. Such amounts are considered debts due to Canada and shall be repaid in accordance with section 20.

(3) British Columbia shall not carry forward to the next Fiscal Year an amount of Canada's contribution that British Columbia is required to allocate and use towards Program Costs for persons with disabilities under section 12.

#### *Payment Subject to Appropriation*

16. Any payment by Canada under this Agreement is subject to there being an appropriation of funds by the Parliament of Canada and to the maintenance of current and forecasted funding levels for the Workforce Development Agreements for the Fiscal Year in which the payment is to be made. In the event that Canada's Treasury Board reduces the level of funding for the Workforce Development Agreements for any Fiscal Year in which payment is to be made under the Agreement or in the event Parliament reduces the overall level of funding for the programs of Canada's Department of Employment and Social Development for the fiscal year in which payment is to be made, Canada may reduce the amount of its contribution payable under this Agreement in that Fiscal Year by such amount that it considers appropriate.

#### *Terms of Payment*

17. (1) Canada will make payments of its annual contribution as determined under section 11 in two installments each Fiscal Year. The first installment payment will be paid on or about June 1 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 British Columbia 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 British Columbia for the Fiscal Year based on the amount of the contribution determined under section 11 for the Fiscal Year.

18. Canada will make payment of its first installment for the Fiscal Year in accordance with section 17 following the receipt of British Columbia's Annual Plan in respect of that Fiscal Year in accordance with section 24(2).

19. Canada will make payment of its second installment for the Fiscal Year in accordance with section 17 following the receipt of British Columbia's annual audited statement of revenues and expenses and Annual Report for the previous Fiscal Year in accordance with sections 25 and 28.

#### *Repayment of Overpayment*

20. Any amount paid by Canada to British Columbia in excess of the amount to which British Columbia is entitled under this Agreement is a debt due to Canada that by agreement of the Parties shall:

- a) be repaid promptly by British Columbia upon receipt of notice to repay and within the period specified in the notice; or,
- b) be recovered by Canada from any contribution made by Canada in accordance with section 11 for a subsequent Fiscal Year.

21. If an annual audited statement of revenues and expenses demonstrates that for a Fiscal Year British Columbia failed to allocate and use the portion of Canada's contribution in the amount specified under section 12, or to contribute an amount from British Columbia's own revenues in accordance with section 13, the following amounts constitute an overpayment and will be considered a debt due to Canada, and may be recovered as such:

- (i) the difference between the amount of Canada's contribution under section 12 and the actual amount allocated and used; and
- (ii) the difference between the actual amount of Canada's contribution allocated and used under section 12 a) and the actual amount of British Columbia's contribution for the purpose of section 13.

Canada shall, in addition to any other remedies available, have the right to recover the debt by deducting or setting-off the amount of the debt from any future contribution payable to British Columbia under this Agreement.

#### **OFFICIAL LANGUAGES**

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

23. British Columbia also agrees that, where there is sufficient demonstration of need for services under the Eligible Programs in either official language, British Columbia will ensure Eligible Beneficiaries can

obtain such services in either official language. In determining whether there is sufficient need, British Columbia will take into account the size and the proportion of the Francophone population, the specific needs of the Eligible Beneficiaries, and the plans and priorities for that year.

## **ACCOUNTABILITY FRAMEWORK**

### *Planning*

24. (1) Canada and British Columbia recognize the importance of reporting to the public on annual priorities.

(2) By no later than April 15 of each Fiscal Year during the Period of this Agreement, starting in Fiscal Year 2018-2019, British Columbia agrees to share with Canada an Annual Plan. The Annual Plan will include:

- (a) An environmental scan that provides a profile of the current labour market challenges in British Columbia;
- (b) A description of planned programs, projected expenditures and expected results of the Eligible Programs that British Columbia intends to fund under this Agreement;
- (c) A description of the types of Eligible Beneficiaries being targeted by British Columbia under the Agreement;
- (d) A description of the process that British Columbia used to develop the Annual Plan, including consultations with relevant stakeholders in the province of British Columbia and the main themes coming from these consultations. Relevant stakeholders include, but are not limited to organizations representing both employers and employees, Indigenous peoples, stakeholders from the disability community, and official language minority communities;
- (e) A description of the areas of focus for planned programs for the fiscal year, as identified in section 6.

(3) In developing each Annual Plan referred to in subsection (2), British Columbia agrees to consult with relevant stakeholders, including organizations representing both employers and employees, stakeholders from the disability community, and official language minority communities in British Columbia.

### *Financial Reporting*

25. (1) On or about October 1, following the end of each Fiscal Year during the Period of the Agreement, British Columbia shall provide Canada with an audited statement of revenues and expenses presenting the contribution paid or payable to British Columbia under this Agreement for the Fiscal Year, and expenses relating to the Eligible Costs incurred by British Columbia in relation to the Eligible Programs.

(2) The statement of revenues and expenses referred to in subsection (1) shall show:

- a) Program Costs incurred during the Fiscal Year, disaggregated by specific programming and initiatives funded under this Agreement;
- b) the total amount of Canada's contribution allocated and used toward Program Costs under its Eligible Programs for persons with disabilities;
- c) the total amount of British Columbia spending on Program Costs for employment programs and training supports under Eligible Programs for persons with disabilities during the Fiscal Year;
- d) the amount of health-related Program Costs incurred during the Fiscal Year for programming for persons with disabilities;
- e) Program Administration Costs incurred during the Fiscal Year; and
- f) all amounts carried forward in accordance with section 15 of this Agreement.

(3) In the event of an overpayment, the statement of revenues and expenses referred to in subsection (1) shall show the payments received from Canada excluding the previous year's over contribution.

(4) An audit of the statement of revenues and expenses referred to in subsection (1) shall be performed by British Columbia's Auditor-General or his/her designate, or by an independent public accounting firm registered under the laws of British Columbia and shall be conducted in accordance with Canadian Generally Accepted Auditing Standards.

#### *Performance Measurement*

26. (1) In order to measure the performance of the Eligible Programs, British Columbia agrees to collect and compile the information set out in Annex 1 to this Agreement entitled "Performance Measurement Strategy".

(2) British Columbia agrees to share with Canada the information referred to in subsection (1) on a quarterly basis. The information shall be provided in the format and manner decided jointly by the Parties.

(3) For the purpose of subsection (1), British Columbia also agrees to collect the client-level information set out in Annex 2 of this Agreement entitled "Information Sharing Arrangement", and share that information with Canada in the format and manner set out in that Annex.

#### *Annual Reporting*

27. Canada and British Columbia recognize the importance of reporting to the public on results achieved under this Agreement. Within 365 days of the end of each Fiscal Year during the Period of this Agreement, British Columbia agrees to report to the people of British Columbia on the results and expenditures of the Eligible Programs achieved for the Fiscal Year. The report shall show separately the results attributable to the funding provided by Canada under this Agreement.

28. On or about October 1 following the end of each Fiscal Year during the Period of this Agreement, British Columbia agrees to share with Canada an Annual Report describing the results of the investments made under this Agreement, and the results of the Eligible Programs achieved in the Fiscal Year based on the requirements set out in Annex 1 to this Agreement entitled "Performance Measurement Strategy".

#### *Evaluation*

29. (1) British Columbia agrees to participate jointly with Canada in an evaluation of the outcomes, impact and effectiveness of the Eligible Programs and the outcomes of participants under the Workforce Development Agreement. The evaluation shall cover the period from April 1, 2017 to March 31, 2021 and shall be completed by March 31, 2022.

(2) Canada and British Columbia agree to carry out the joint evaluation as follows:

- a) Participate in a Multilateral Steering Committee to prepare and finalize a multilateral evaluation framework that adheres to commonly accepted evaluation practices and methodologies;
- b) Work collaboratively to carry out the evaluation;
- c) Oversee the conduct of the evaluation according to the plan laid out in the framework;
- d) Produce a final copy of the evaluation report by no later than March 31, 2022.

(3) Canada and British Columbia agree to work collaboratively on any complementary evaluations of Eligible Programs that British Columbia may choose to undertake, with the understanding that:

- a) The Eligible Programs evaluated are entirely funded under this Agreement;
- b) The evaluation framework adheres to commonly accepted evaluation practices and methodologies;
- c) The evaluation framework is reviewed by independent third party evaluators and shared with Canada; and,
- d) The evaluation findings are shared with Canada and made publically available upon completion.

(4) British Columbia will be responsible for providing any data required by Canada, as described in Annex 2 entitled "Information Sharing Arrangement". The cost of the joint evaluation activities described in subsections (1) and (2) will be covered by Canada. The cost of any additional evaluations conducted by British Columbia meeting the requirements described in subsection (3) may be claimed by British Columbia as Program Administration Costs in the respective Fiscal Year(s) that these activities take place.

## **WORKFORCE DEVELOPMENT COMMITTEE**

30. (1) Canada and British Columbia agree to maintain a bilateral Canada-British Columbia committee to be known as the Canada-British Columbia Workforce Development Committee.

(2) The Canada-British Columbia Workforce Development Committee will be co-chaired by the Designated Officials of the Parties and will meet at least twice annually, timed to coincide with the planning and reporting cycles, 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, Western Canada and Territories Region, of Service Canada will be represented on the Canada-British Columbia Workforce Development Committee.

(4) The role of the Canada-British Columbia Workforce Development Committee with respect to this Agreement includes but is not limited to:

- a) Administration and management of this Agreement, including providing a forum for the exchange of information on annual planning priorities and reporting;
- b) Exchanging information on regional or local labour market challenges and priorities and the results of engagement with other relevant stakeholders, including official language-minority communities;
- c) Providing a forum to exchange information on best practices and have discussions related to the implementation of this Agreement;
- d) Providing a forum for discussing regional issues and ways to better coordinate the delivery of federal and British Columbia programs, including programs for Indigenous peoples, youth, persons with disabilities and other groups as appropriate;
- e) Sharing information on innovative labour market programs and policies as well as broader developments in the labour market and bilateral issues that may fall outside the parameters of this Agreement, including other federally-funded labour market programs delivered in the province of British Columbia.

## **PUBLIC ACKNOWLEDGEMENT OF FEDERAL FUNDING**

31. (1) Canada and British Columbia recognize the importance of ensuring that the public is informed of Canada's financial contributions to British Columbia's Eligible Programs.

(2) Canada and British Columbia agree to participate in a joint announcement upon signing of this Agreement.

(3) British Columbia agrees to acknowledge Canada's contribution by including federal identification in all public communications and marketing products, promotional material and advertising for Eligible Programs under this Agreement.

(4) Canada and British Columbia agree to work together to identify opportunities for joint announcements relating to programs funded under this Agreement.

(5) British Columbia and Canada agree to give each other reasonable advance notice and share advance copies of public communications, marketing and advertising products specific to programs funded under this Agreement.

#### **EFFECTIVE DATE AND PERIOD OF THE AGREEMENT**

32. This Agreement shall come into effect when it is signed by both parties and will remain in force until terminated in accordance with section 34.

#### **DISPUTE RESOLUTION**

33. (1) Canada and British Columbia 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 British Columbia 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 this Agreement, Canada or British Columbia, as the case may be, shall notify the other party in writing of the failure or breach. Upon such notice, Canada and British Columbia 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 British Columbia's Ministry of Advanced Education, Skills and Training, and if it cannot be resolved by them, then Canada's Minister of Labour styled as the Minister of Employment, Workforce Development and Labour and British Columbia's Minister of Advanced Education, Skills and Training shall endeavor to resolve the dispute.

## **TERMINATION**

34. Either Canada or British Columbia may terminate this Agreement at any time by giving two Fiscal Years' written notice of its intention to terminate.

35. Notwithstanding the termination of this Agreement, the obligations of British Columbia under sections 20, 21, 25 and 28 of this Agreement and the provisions for the security, confidentiality and integrity of information shared under Annex 2 hereto shall survive any termination and shall remain in force until they are satisfied or by their nature expire.

36. Upon termination of this Agreement under section 34, Canada shall have no obligation to make any further payment to British Columbia in respect of its Eligible Costs incurred after the date of termination.

## **EQUALITY OF TREATMENT**

37. (1) During the term of this Agreement, if another province or territory negotiates a Workforce Development Agreement with Canada, or an amendment to such an agreement, and if, any provision of that agreement or amending agreement is more favourable to that province or territory than what was negotiated with British Columbia, Canada agrees to amend this Agreement in order to afford British Columbia the same treatment, if requested by British Columbia. This amendment shall be retroactive to the date on which the Workforce Development Agreement or the amendment to such an agreement with the other province or territory, as the case may be, comes into force.

(2) Canada will make publicly available up-to-date Workforce Development Agreements entered into with all provinces and territories, including any amendments, by posting them on a Government of Canada website.

## **AMENDMENTS**

38. (1) This Agreement and any 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 Labour styled as the Minister of Employment, Workforce Development and Labour, and in the case of British Columbia, by British Columbia's Minister of Advanced Education, Skills and Training.

(2) An amendment to any of the Annexes to this Agreement may be made by the written agreement of the Designated Officials of the Parties.

## **TRANSITIONAL ARRANGEMENTS**

39. This Agreement replaces the Canada-British Columbia Job Fund Agreement and the Canada-British Columbia Labour Market Agreement for Persons with Disabilities as of the Effective Date. On that date these agreements are terminated.

### *Annual Plan*

40. In the event that annual planning information under the Canada-British Columbia Job Fund Agreement has not been submitted for Fiscal Year 2017-2018 prior to the Effective Date of this Agreement, Canada may withhold a portion of its contribution payable to British Columbia for the Fiscal Year under this Agreement, until such time as that information is provided to Canada.

### *Funding*

41. In the event the Effective Date of this Agreement is on a date that is later than the dates on which a payment is payable to British Columbia under the Canada-British Columbia Job Fund Agreement and the Canada-British Columbia Labour Market Agreement for Persons with Disabilities, the amount of Canada's annual contribution under section 11 of this Agreement in respect of the Fiscal Year 2017-2018 is reduced by any amount already paid to British Columbia under the Canada-British Columbia Job Fund Agreement and the Canada-British Columbia Labour Market Agreement for Persons with Disabilities in respect of that Fiscal Year. The reduction will be applied to the payment of the first installment of the contribution payable for the Fiscal Year under section 11 and then to the second installment. For greater certainty, for the purpose of section 15 of this Agreement, amounts paid under the Canada-British Columbia Job Fund Agreement and the Canada-British Columbia Labour Market Agreement for Persons with Disabilities for fiscal year 2017-2018 are deemed to have been paid to British Columbia under section 11 of the Agreement.

### *Financial Reporting*

42. British Columbia shall provide its annual audited financial statement for the Fiscal Year 2016-2017 in accordance with the terms of the Canada-British Columbia Job Fund Agreement and shall provide its annual audited Statement of Expenditures for the Fiscal Year 2016-2017 in accordance with the terms of the Canada-British Columbia Labour Market Agreement for Persons with Disabilities.

43. Canada shall make payment of the second installment of its annual contribution under this Agreement for Fiscal Year 2017-2018 following the receipt of British Columbia's audited financial statement in respect of Fiscal Year 2016-2017 under the Canada-British Columbia Job Fund Agreement.

44. Canada shall make payment of the first installment of its annual contribution under this Agreement for Fiscal Year 2018-2019 following the receipt of British Columbia's audited Statement of Expenditures in respect of Fiscal Year 2016-2017 under the Canada-British Columbia Labour Market Agreement for Persons with Disabilities.

45. The audited statement of revenues and expenses required to be provided by British Columbia under section 25 of this Agreement in respect of Fiscal Year 2017-2018 shall include the revenues payable by Canada to British Columbia for the Fiscal Year under this Agreement as well as, where applicable, under the Canada-British Columbia Job Fund Agreement and the Canada-British Columbia Labour Market Agreement for Persons with Disabilities. They are to also include the expenses relating to the Eligible Costs incurred by British Columbia during the Fiscal Year in relation to the Eligible Programs under this Agreement as well as, where applicable, expenditures relating to eligible costs incurred by British Columbia under the Canada-British Columbia Job Fund Agreement and the Canada-British Columbia Labour Market Agreement for Persons with Disabilities.

#### *Performance Reporting*

46. British Columbia shall provide its annual report for the Fiscal Years 2016-2017 in accordance with the terms of the Canada-British Columbia Job Fund Agreement and the Canada-British Columbia Labour Market Agreement for Persons with Disabilities.

47. Until such time as the reporting requirements as per Annex 1 entitled "Performance Measurement Strategy" are fully implemented, British Columbia shall continue to report in accordance with the terms of the Canada-British Columbia Job Fund Agreement and the Canada-British Columbia Labour Market Agreement for Persons with Disabilities, or in a format mutually agreed upon by both Parties.

#### *Evaluation*

48. Evaluation costs incurred in Fiscal Year 2017-2018 under the Canada-British Columbia Job Fund Agreement shall be considered Eligible Costs under this Agreement.

49. British Columbia will perform the Evaluation requirement of the Canada-British Columbia Labour Market Agreement for Persons with Disabilities in accordance with the provision of the Canada-British Columbia Labour Market Agreement for Persons with Disabilities.

#### *Repayment of overpayment*

50. In the event that payments made to British Columbia under the Canada-British Columbia Job Fund Agreement and the Canada-British Columbia Labour Market Agreement for Persons with Disabilities exceed the amount to which British Columbia is entitled under these agreements, 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.

**GENERAL**

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

52. This Agreement shall be interpreted according to the laws of Canada and British Columbia.

SIGNED on behalf of Canada

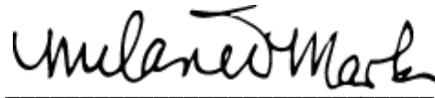
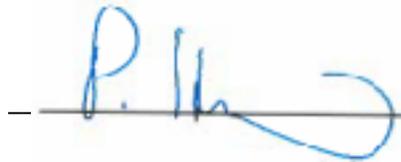
SIGNED on behalf of British Columbia

at Gatineau (QC) this 21 day of

at \_\_\_\_\_ this \_\_\_\_\_ day of

March, 2018

\_\_\_\_\_, 2018



Minister of Labour Styled as the Minister of  
Employment, Workforce Development and  
Labour

Minister of Advanced Education, Skills and  
Training

## **ANNEX 1**

### **PERFORMANCE MEASUREMENT STRATEGY**

Canada and British Columbia recognize the importance of performance measurement for tracking the progress of Eligible Beneficiaries of labour market programs and services; and for reporting to the public on results achieved under this Agreement.

Pursuant to section 26(1) of the Agreement, the Parties agree to the following Performance Measurement Strategy.

The Performance Measurement Strategy was developed multilaterally by Canada and the provinces and territories through the Forum of Labour Market Ministers (FLMM) Labour Market Transfer Agreements and Performance Measurement Working Group, hereinafter referred to as the “Working Group”. The strategy is informed by a logic model, performance indicators, outputs, outcomes, data elements, definitions and an implementation plan.

#### **Governance**

To ensure the Performance Measurement Strategy is up to date, the Parties agree to continue to work together on performance measurement for this Agreement through the Working Group in order to:

- i) Review and assess the implementation and effectiveness of the Performance Measurement Strategy; and
- ii) Identify and propose changes to the Performance Measurement Strategy for approval by Designated Officials.

To plan and carry out evaluation activities for the programs and services funded under this Agreement, the Parties agree to work together through a multilateral steering committee as described in section 29(2) of the Agreement.

#### **Performance Measurement**

In accordance with section 26(1) of the Agreement British Columbia agrees to collect and compile the performance indicator information, set out in this annex. Performance indicator information includes:

- i) Individual level participant information;
- ii) Aggregated individual data;
- iii) Aggregated employer data; and
- iv) Information related to Research and Innovation investments.

## **Performance Indicators**

British Columbia agrees to collect and compile the data necessary to support performance indicators developed by the Working Group. This data will be combined with federally available data to measure the following outcomes:

- i) Participation of individuals and employers in programs and services;
- ii) Progression of individuals along the continuum to labour market participation;
- iii) Improved workforce capacity of employers/industries;
- iv) Employers/Industries better able to manage labour market challenges;
- v) Employment, increased earnings and positive net impacts for individuals; and
- vi) Sustainable employment of individuals.

## **Personal Information**

The nature of the exchange of personal information is detailed in Annex 2, Information Sharing Arrangement.

No personal information will be shared by British Columbia until the Information Sharing Arrangement has come into force.

## **Reporting**

### **i) Reporting to Canada**

#### **a. Annual Report to Canada**

In accordance with section 28 of the Agreement, the Annual Report will include, but is not limited to:

- i. Information on stakeholder engagement, including the outcomes of that engagement;
- ii. Description of activities undertaken in the fiscal year, including outcomes;
- iii. Aggregate information about individuals;
- iv. Aggregate information about employers and their participation; and
- v. Descriptive information about investments in innovative approaches.

#### **b. Quarterly reporting to Canada**

On a quarterly basis, British Columbia will report to Canada on all performance indicators through data uploads as described in Annex 2, Information Sharing Arrangement. This includes individual participants' social insurance numbers.

ii) Annual public reporting

Annually Canada will work collaboratively with British Columbia to produce a national report on the Workforce Development Agreements. Canada will share a draft of the annual national report with British Columbia for review and input prior to its publication.

iii) Reporting to Parliament

Canada will report annually to Parliament on the results of the Workforce Development Agreements through the Departmental Report on Results.

### **Implementation**

Where circumstances prevent full implementation by April 1, 2019, British Columbia will substantially implement the Performance Measurement Strategy by April 1, 2019.

British Columbia will develop and share with Canada a work plan to achieve full implementation of the Performance Measurement Strategy by April 1, 2020.

Transitional collection and reporting arrangements will be detailed in the work plan.

### **Data Sharing**

Canada and British Columbia recognize the importance of two-way data sharing to support effective analysis of performance for labour market programs and services. Canada will:

- Share British Columbia level data derived from the EI information;
- Share British Columbia level data from EI as per the Targeted Referral and Feedback system; and
- Share British Columbia level data from other sources as they become available.

## ANNEX 2

### INFORMATION SHARING ARRANGEMENT

#### 1.0 Purpose

- 1.1 The purpose of this Information Sharing Arrangement (hereinafter referred to as “Arrangement”) is to provide for the disclosure of “information”, as defined in subsection 30(1) of the *Department of Employment and Social Development Act* (DESDA), from British Columbia to Canada. Information includes social insurance numbers.

#### 2.0 Authorities

##### Canada’s Authorities:

- 2.1 Section 7 of DESDA provides the authority for the Minister to establish and implement programs designed to support projects or other activities that contribute to the development of the human resources of Canada and the skills of Canadians, and to make grants and contributions in support of these programs.

With respect to the information to be collected by Canada from British Columbia under section 3.0 of this Information Sharing Arrangement, Canada confirms that it is authorized under the *Privacy Act*, R.S.C. 1985, c. P-21, to collect such personal information from British Columbia for the purposes set out in section 29 of the Agreement.

Pursuant to section 41 of DESDA, the Minister may enter into agreements to obtain information for the administration or enforcement of a program with governments of provinces.

##### British Columbia’s Authorities:

- 2.2 With respect to the information to be provided by British Columbia to Canada under section 3 of this Arrangement, British Columbia confirms that it is authorized under paragraphs 33.1(1)(d) and 33.2(a) of the *Freedom of Information and Protection of Privacy Act* (British Columbia) to provide such information to Canada.

### **3.0 Information to be provided by British Columbia to Canada**

3.1 British Columbia will provide to Canada the following information under its control about each individual who is receiving assistance under British Columbia's Eligible Programs for the purpose of assisting Canada in monitoring, assessing and, as per section 29 of the Agreement, evaluating the effectiveness of the assistance provided by British Columbia, which Canada is required to do:

- Name
- Social insurance number
- Address
- Date of birth
- Telephone number
- Email address
- Gender
- Marital status
- Number of dependants
- Disability status
- Indigenous identity
- Immigrant status
- Immigration year
- Visible minority status
- Highest level of education
- Federal official language of choice
- Federal official language of service
- Employment status
- Precarious employment status
- Intervention name
- Intervention code
- Intervention start date
- Intervention end date
- Intervention outcome
- Credential/certificate earned
- National Occupational Classification
- Action Plan start date
- Action Plan end date
- Action Plan outcome
- Action Plan outcome date
- Increase in literacy and essential skills

The above information will be updated by British Columbia on a quarterly basis, or (for periodic evaluations) upon request when available.

- 3.2 At the time of collection of any information listed in section 3.1, British Columbia will inform the individual from whom the information is collected and to whom that information relates, that this information will be communicated to Canada for the purpose described in section 29 of the Agreement.

#### **4.0 Mode of Information Exchange**

- 4.1 Unless otherwise specified in this Arrangement, information covered by this Arrangement will be provided by British Columbia to Canada in a mutually agreed upon format, frequency and manner as per sections 26(2) and 26(3) of the Agreement. British Columbia is committed to ensuring that the information they provide under this Arrangement is reliable and is provided in a timely, secure, and confidential manner and agrees to work together with Canada in achieving this goal.
- 4.2 Canada and British Columbia agree to notify each other within a reasonable time of any change affecting communication protocols or methods, data bank access procedures or systems. The Parties agree to participate in compatibility tests when changes are made to such protocols, methods or procedures.

#### **5.0 Confidentiality, Use and Disclosure**

- 5.1 Canada and British Columbia undertake to use their best efforts to fully maintain and protect the confidentiality of the information they receive under this Arrangement.
- 5.2 Subject to sections 5.3 and 5.4 of this Arrangement, Canada shall not, in respect of any information obtained from British Columbia under this Arrangement:
- (a) use that information for a purpose other than that for which it was provided to Canada; and
  - (b) disclose that information to any person or body for a purpose other than that for which it was provided to Canada.
- 5.3 Canada may use information they obtain from British Columbia under this Arrangement for a purpose other than that for which it was obtained:
- (a) with the written consent of the individual to whom that information relates;
  - (b) if permitted pursuant to the legislation applicable to Canada and with the written consent of the Party that provided the information; or
  - (c) if required by legislation.

- 5.4 Canada may disclose information they obtain from British Columbia under this Arrangement to any person or body for any purpose:
- (a) with the written consent of the individual to whom that information relates;
  - (b) in a form that cannot reasonably be expected to identify the individual to whom that information relates; or
  - (c) if required by legislation.
- 5.5 Unless otherwise required by legislation or authorized in writing by British Columbia and subject to section 5.2 of this Arrangement, Canada shall not disclose any information, obtained from British Columbia under this Arrangement, to a third party for a purpose authorized herein unless there is a written agreement between Canada and the third party imposing upon the third party obligations that are the same as those imposed upon Canada under this Arrangement with respect to the protection of this information.
- 5.5.1 For the purpose of section 5.5 of this Arrangement, a “third party” does not include Shared Services Canada, a department of the Government of Canada established under section 4 of the *Shared Services Canada Act*, S.C. 2012, c. 19, s.117, responsible for the provision of information technology (IT) infrastructure services to Canada, that may include e-mail, data center (servers) and network services.
- 5.5.2 For the purpose of section 5.5 of this Arrangement, a “third party” does not include the British Columbia Ministry of Citizens’ Services, responsible for the provision of information technology (IT) infrastructure services to British Columbia that may include e-mail, data center (servers) and network services.
- 5.6 It is an offence under section 42 of the DESDA for anyone to knowingly make available information that is privileged thereunder or to knowingly use or allow such information to be used otherwise than in accordance with this Act. An individual found guilty could be subject to a fine of up to \$10,000 or to imprisonment for up to six months, or both. Organizations guilty of the same offence could be subject to a fine of up to \$100,000. This provision applies to employees of ESDC as well as third parties to whom the information is disclosed.
- 5.7 In the event of a request under Canada’s *Access to Information Act* or *Privacy Act* for information obtained from British Columbia under this Arrangement, Canada agrees to consult, when required, with British Columbia prior to any disclosure of such information. No consultation obligation referred to in this section will be construed as limiting any legal duty in respect of any disclosure referred to in this section.

## **6.0 Costs**

6.1 Costs incurred by a Party in carrying out its obligations under this Arrangement will be the responsibility of that Party.

## **7.0 Security and Information Management**

7.1 The information shared with British Columbia under this Arrangement shall be collected, used, maintained, stored, retained, disclosed, destroyed or disposed of and otherwise administered and protected in accordance with:

- (a) in the case of Canada, the *Privacy Act*, the *DESDA*, the *Library and Archives of Canada Act*, and regulations thereto, and any other applicable federal legislation, the Government of Canada's Policy on Government Security, the *Standard for Electronic Documents and Records Management Solutions*, as well as all applicable federal and departmental policies, protocols, operating directives, and guidelines, governing the administrative, technical and physical safeguarding and disposal of the information; and,
- (b) in the case of British Columbia, the *Freedom of Information and Protection of Privacy Act and the Information Management Act and regulations* thereto, as well as all applicable provincial-and ministerial policies, protocols, operating directives, and guidelines governing the administrative, technical and physical safeguarding and disposal of the information.

7.2 The Parties will comply with their respective policies related to the conducting of privacy impact assessments (PIA) and threat and risk assessments (TRA) covering the disclosure of personal information under this Arrangement. When one Party is conducting a PIA or TRA, the other Party will provide information upon request related to their policies and procedures for managing the information provided by the first Party, in order to facilitate the completion of the assessment. When the PIA or TRA is completed, the Parties agree to provide a copy of the relevant portions of the related reports to each other.

## **8.0 Accuracy of Information**

8.1 British Columbia shall take all reasonable steps to ensure the completeness and accuracy of the personal information provided to Canada under this Arrangement. However, it is understood and agreed that British Columbia cannot guarantee its accuracy and completeness and will, therefore, not be held responsible by Canada for any damage resulting from the transmission or use of any information that is inaccurate or incomplete.

## 9.0 Security Breach

- 9.1 Provided that a disclosure or a failure to disclose personal information is done in good faith and reasonable care has been taken to comply with the applicable federal or provincial legislation, the Parties do not assume any liability whatsoever for the misuse of the personal information provided to the other under this Arrangement. The security measures in effect with the Parties serve to maintain the integrity and confidentiality of the information disclosed to the other.
- 9.2 The Parties are each responsible for the actions of their employees and agents or mandataries with respect to the collection, disclosure, use, retention and disposal of personal information in their custody or under their control.
- 9.3 The Parties must investigate all cases where they have reasonable grounds to believe that any of the conditions set out in this Arrangement has been or is likely to be breached by them, their employees or agents or mandataries. This includes any case where it is alleged, suspected, or there is evidence that there has been unauthorized access, use, disclosure or modification of the personal information exchanged under this Arrangement, modification of a permitted use, misuse or breach of confidentiality, or any incident which might jeopardize or has jeopardized the security or integrity of their respective computer systems or networks used to access and transmit the personal information, all or any of which are referred to as a Security Breach.
- 9.4 For Canada, the procedures that must be followed in an investigation are found in the *Departmental Directive on How to Respond to Security Incidents Involving Personal Information*, and any successor document. For British Columbia, the procedures are established by the British Columbia Ministry of Citizens' Services.
- 9.5 In the event of a Security Breach, Canada or British Columbia must immediately advise the other Party, and provide a detailed written report of the circumstances of any Security Breach and any remedial actions taken.

9.6 Notice of a Security Breach to Canada must be sent to:

Regional Security Officer  
Employment and Social Development Canada  
Place du Portage, Phase II  
165 Hôtel-de-ville, 6th floor, Mailstop L603  
Gatineau, Québec  
K1A 0J9  
NC-SIM-GIS-GD@servicecanada.gc.ca

And to:

Director, Access to Information and Privacy  
Employment and Social Development Canada  
Place du Portage, Phase IV  
140 Promenade du Portage  
Gatineau, Québec  
K1A 0J9

Notice of a Security Breach to British Columbia must be sent to:

Director, Cybersecurity and Investigations  
OCIO, Technology Solutions  
4000 Seymour Place  
Victoria, BC V8W 9V1  
Canada  
SecurityInvestigations@gov.bc.ca

9.7 On receipt of the notice of a Security Breach, the Party so notified may do any of the following:

- (a) review the steps proposed by the other Party to address or prevent a recurrence of the Security Breach;
- (b) direct that any additional specific steps be taken to prevent a recurrence;
- (c) suspend the disclosure of personal information under this Arrangement until satisfied that the other Party has complied with the Arrangement and any directions issued under sub-section (b);
- (d) terminate this Agreement in accordance with section 34.

## **10.0 Information Management Audit**

10.1 Canada and British Columbia are both, and must remain, subject to their own audit procedures to comply with their program goals and statutory mandate, including compliance with this Arrangement.

10.2 Canada and British Columbia may, consistent with a risk-based approach, audit their respective information management practices and procedures as appropriate and provide copies of any resulting reports to the other Party.

Audits are to assess:

(a) compliance with the requirements of sections 7, 8, and 9 of this Arrangement; and

(b) the security, confidentiality and integrity of the personal information received under this Arrangement.

10.3 Canada and British Columbia must both develop audit and verification procedures for detecting and controlling any improper or inappropriate use of or access to shared or exchanged information.

10.4 Canada and British Columbia must provide a copy of their respective audit reports to each other.

10.5 Where deficiencies in Canada's or British Columbia's information management practices affecting compliance with the security, confidentiality and integrity of information exchanged under this Arrangement are identified in an audit report, the Party concerned must take appropriate corrective action forthwith to remedy these deficiencies.

10.6 With a view to improving client services, privacy protection, and the efficiency and effectiveness of authorized information sharing, Canada and British Columbia must conduct routine information sharing sessions regarding program, business, and technology re-engineering plans, on a mutually agreeable schedule.

## **11.0 Privacy Impact Assessments**

11.1 Further to section 7.2, if one or more issues are identified in either privacy impact assessments or threat and risk assessments, the Parties agree to work together to address them.

11.2 If an issue cannot be resolved to the satisfaction of both Parties, it must be referred to the group responsible for dispute resolution as provided for in section 33 of this Agreement.

## **12.0 Administrative Details**

- 12.1 The Parties shall notify Designated Officials as soon as possible of any changes to their respective legislation, regulations or policy that would have an impact on this Arrangement.
  
- 12.2 Should this Agreement be terminated, the confidentiality and security of information requirements outlined in this Arrangement will continue to apply to the information that has already been provided.