



Memorandum of Understanding

Regarding

ATLANTIC TRADE AND PROCUREMENT

PARTNERSHIP

BETWEEN

THE GOVERNMENT OF NEW BRUNSWICK, represented herein by the Premier of the Province
AND

THE GOVERNMENT OF NEWFOUNDLAND AND LABRADOR, represented herein by the Premier of the Province
AND

THE GOVERNMENT OF NOVA SCOTIA, represented herein by the Premier of the Province
AND

THE GOVERNMENT OF PRINCE EDWARD ISLAND, represented herein by the Premier of the Province
Referred to, collectively, as the "Parties" and, individually, as the "Party"

WHEREAS the Premiers of the four Atlantic provinces formed the Council of Atlantic Premiers on May 15, 2000;

WHEREAS the Council of Atlantic Premiers exists in part to:

- **enhance existing mechanisms for cooperation;**
- **provide a climate in which Atlantic Canadians can fully participate and be competitive in the global economy;**
- **coordinate joint activity in areas of mutual agreement, including to maximize economic opportunities for Atlantic Canadians; and**
- **enhance Atlantic Canada's contribution to the Canadian economy and society.**

WHEREAS at the Council of Atlantic Premiers' meeting held at Charlottetown, Prince Edward Island, on January 23, 2019, the Parties agreed to build upon the successes of the Atlantic Procurement Agreement and establish an Atlantic Trade and Procurement Partnership to enhance trade and procurement opportunities;

WHEREAS the impacts of major investments and procurement opportunities in the Atlantic region are felt in all four provinces and drive economic opportunities for Atlantic workers and businesses;

WHEREAS the Parties support the Canadian Free Trade Agreement and efforts of the Committee on Internal Trade regarding national trade liberalization and wish to encourage those efforts by accelerating progress at a regional level; and

WHEREAS an agreement between New Brunswick, Newfoundland and Labrador, Nova Scotia and Prince Edward Island to utilize the Atlantic Trade and Procurement Partnership to streamline, harmonize and simplify the trade and procurement relationship is desirable, timely and achievable.

THEREFORE, the Parties to this Memorandum of Understanding (MOU) agree as follows:

1.0 PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

1.1 The Parties seek and endeavour to:

- (a) improve the business landscape to drive economic development opportunities;**
- (b) increase the efficiency and harmonization of the trade and procurement systems through collaborative design and development of standardized tools and processes; and**
- (c) improve the conditions for doing business in the Atlantic region through a coordinated approach.**

2.0 GENERAL COMMITMENTS

2.1 The Parties are committed to the following goals:

- 2.1.1 increasing the harmonization of practices for procurement within the four provinces, including:**
 - (a) identifying new areas to procure goods and services on a joint basis;**
 - (b) continuing Atlantic supplier development initiatives;**
 - (c) providing awareness and marketing of tendering opportunities for the vendor community;**
 - (d) streamlining procurement processes and procedures; and**
 - (e) examining the merits of a common bid protest mechanism across the region.**
- 2.1.2 leveraging pan-Canadian and international trade agreements, where possible, to further liberalize trade and remove barriers in Atlantic Canada by identifying issues which may impede trade (and referring to appropriate bodies for action).**
- 2.1.3 collaborating to increase opportunities for businesses and workers in the region through:**
 - (a) sharing of best practices;**
 - (b) common efforts to increase participation by small-medium businesses and areas of mutual social or economic priorities; and**
 - (c) identifying goods and services that are procured outside the Atlantic region and communicate this information to local suppliers.**
- 2.1.4 providing regular updates of partnership progress and successes to the Council of Atlantic Premiers.**

3.0 TRANSPARENCY

- 3.1** In order to prevent and mitigate any negative impacts of new measures and to better inform the development of legislative, regulatory, and policy processes for each Party, the Parties shall endeavour to notify each other Party at the earliest, of the intention to adopt or modify a measure or policy which has the potential to impact trade and procurement programs.

4.0 COOPERATION

- 4.1** The Parties will endeavour to:
- (a) undertake proactive measures to improve the alignment of trade and procurement rules and requirements among the four Atlantic Provinces;
 - (b) take a cooperative and proactive approach to identifying and implementing improvements by exploring opportunities to share common and best procurement practices; and
 - (c) the extent practicable, to not implement changes that decrease harmonization within the agreed areas of collaboration, including harmonization respecting trade and procurement.

5.0 GOVERNANCE

- 5.1** The Atlantic Trade and Procurement Partnership shall be overseen by a Deputy Ministers' Steering Committee comprised of the Deputy Ministers' of the departments that are responsible for trade matters for each of the Parties, and the Deputy Minister responsible for procurement for each of the Parties.
- 5.2** There shall be a Senior Officials Working Group reporting to the Deputy Ministers' Steering Committee, which shall include at least one representative and other officials as deemed necessary, appointed by each Deputy Minister.
- 5.3** The Senior Officials Working Group shall be responsible for:
- (a) administration and management of the activities undertaken pursuant to this MOU;
 - (b) communication of activities undertaken pursuant to this MOU;
 - (c) coordinating the activities undertaken pursuant to this MOU with other policies and programs operated by each of the four Atlantic provinces;
 - (d) updating on a regular basis, in writing, to the Deputy Ministers' Steering Committee, on the overall performance of the activities under this MOU, and providing recommendations for the Council of Atlantic Premiers;
 - (e) monitoring compliance of the four Atlantic Provinces with this MOU, and reporting compliance issues to the Deputy Ministers' Steering Committee; and
 - (f) implementing directives from the Council of Atlantic Premiers; promoting private and public sector awareness of initiatives from Atlantic Canada related to trade and procurement; and other matters, consistent with the scope of this MOU, which may be assigned by the Deputy Ministers' Steering Committee.
- 5.4** The Senior Officials Working Group shall establish all procedures in respect of:
- (a) its own meetings, including rules for the conduct of meetings;

- (b) the appointment of alternates for members;
- (c) methods for facilitating or chairing of meetings; and
- (d) establishing sub-committees.

5.5 Funding for the Initiatives and activities of the Senior Officials Working Group, shall be provided by the respective departments that are responsible for trade and procurement matters for each of the Parties, or as otherwise arranged amongst the Parties, subject to an appropriation of funds by the respective legislatures of each of the Parties.

5.6 The Senior Officials Working Group shall operate by consensus, at all times and, in the event of a dispute which cannot be resolved by consensus, refer the matter to the Deputy Ministers' Steering Committee, for resolution. If consensus cannot be reached, two or more Parties may enter into an Agreement. Any other Party may, with the consent in writing of the Parties to the Agreement, accede to and participate in the Agreement at any time.

6.0 COSTS

6.1 Any and all costs and expenses of a Party associated with or resulting from activities undertaken by the Party pursuant to this MOU, including costs related to a Party's participation in the Deputy Ministers' Steering Committee, Senior Officials' Working Group, or any committee or subcommittee of such body, shall be borne by the Party, individually.

6.2 For projects or initiatives requiring additional funding, formal requests will be made to the Deputy Minister's Steering Committee for approval.

7.0 COMMUNICATIONS

7.1 The Parties agree to jointly develop a communications package outlining a set of key messages to be used for communications and media activities in relation to the Atlantic Trade and Procurement Partnership.

7.1.1 Unless otherwise agreed, each Party agrees to make reasonable efforts to provide each other Party with advance notice of any new message that Party wishes to have included in the communications package.

7.1.2 A joint communications package must respect each Party's communications policies, including provisions related to official languages.

7.2 Official public announcements will be held at appropriate milestones, as agreed to by all Parties.

7.2.1 The Parties shall cooperate in organizing and presenting media conferences, announcements and official ceremonies.

7.2.2 Despite article 7.2.1, if a Party intends to make an official public announcement outside of that provision, the Party shall use good faith efforts to give advance notice to the other Parties in

relation to the event at which the announcement will be made, unless the Parties agree otherwise.

8.0 CONFIDENTIALITY

- 8.1** No Party shall disclose to any third-party confidential information obtained from another Party, without the written consent of the other Party, except as required by law or regulatory authority.

9.0 ISSUES RESOLUTION

- 9.1** The Parties shall attempt to resolve all disagreements in a conciliatory, cooperative and harmonious manner.
- 9.2** Any matter involving the interpretation or implementation of this MOU will be addressed by consultation between the Parties, and will not be referred to a tribunal or any other third party.

10.0 PROVINCIAL LEGISLATION and POLICIES

- 10.1** The Parties will make all reasonable efforts to ensure that legislation and policies pertaining to trade and procurement are consistent with this MOU, to the extent practicable.
- 10.2** Each Party shall provide each of the other Parties with copies of all applicable statutes, regulations, policies, procedures and written guidelines, upon request, and shall notify each of the other Parties of any changes to any such laws, legislation or policies which may pertain to the content of this MOU.

11.0 WITHDRAWALS, ADDITIONS AND AMMENDMENTS

- 11.1** A Party may withdraw from this MOU by giving ninety (90) days' notice in writing to each other Party.
- 11.2** The withdrawal of a Party from this MOU does not affect the continuation of the Memorandum with respect to the remaining Parties.
- 11.3** Upon approval of all Parties, this MOU may be extended to any other province or territory outside the Atlantic region provided the other province or territory is willing to accept the terms of this MOU.
- 11.4** Any province or territory may, with the consent in writing of all Parties, accede to and participate in this MOU by providing written notice to all Parties of its acceptance of the provisions of the MOU.
- 11.5** This MOU is subject to the laws of each of the Parties.
- 11.6** Nothing in this MOU shall be interpreted as requiring any Party to take any action that would be contrary to applicable law.
- 11.7** The Parties may amend this MOU, in writing, at any time, by agreement.

12.0 PUBLICATION

12.1 The MOU in effect, and any Addendum, shall be posted on the Council of Atlantic Premiers' website.

13.0 EVALUATION AND REVIEW

13.1 The Parties will review this MOU every three years from the signing of this Memorandum, and at any other time by mutual agreement of the Parties.

14.0 EFFECTIVE DATE

14.1 This MOU shall not come into effect until all the Parties hereto have executed the same, and shall then come into effect on the date that the last of the Parties hereto have executed the same.


14.2 This MOU replaces the previous Atlantic Trade and Procurement Partnership Memorandum of Understanding dated January 13, 2020, which is hereby revoked.

14.3 Effective January 13, 2020, the Atlantic Procurement Agreement is concluded and is no longer binding on the Parties and its covered entities.

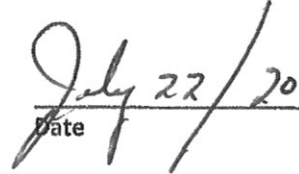
14.4 This MOU is not intended to be a legally binding instrument or to give rise to any legal rights not otherwise held by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this MEMORANDUM OF UNDERSTANDING to be signed as of the date below indicated.

Signed on behalf of the Province of New Brunswick by:




Hon. Blaine Higgs, Premier of New Brunswick

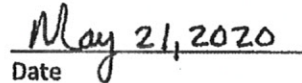


Date

Signed on behalf of the Province of Newfoundland and Labrador by:

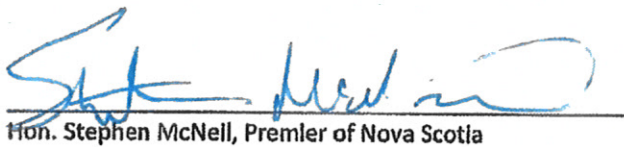


Hon. Dwight Ball, Premier of Newfoundland and Labrador

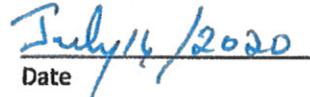


Date

Signed on behalf of the Province of Nova Scotia by:



Hon. Stephen McNeil, Premier of Nova Scotia

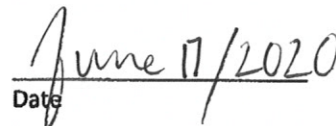


Date

Signed on behalf of the Province of Prince Edward Island by:



Hon. Dennis King, Premier of Prince Edward Island



Date

