

THIS AMENDING MEMORANDUM OF UNDERSTANDING (“Amending MOU”) TO THE MEMORANDUM OF UNDERSTANDING FOR REGULATORY AND SERVICE EFFECTIVENESS OFFICE made this 6 day of November , 2015

BETWEEN: **THE GOVERNMENT OF NOVA SCOTIA**, as represented by the Premier of Nova Scotia (herein referred to as “Nova Scotia”)

OF THE FIRST PART

- and-

THE GOVERNMENT OF NEW BRUNSWICK, as represented by the Premier of New Brunswick (herein referred to as “New Brunswick”)

OF THE SECOND PART

- and-

THE GOVERNMENT OF PRINCE EDWARD ISLAND, as represented by the Premier of Prince Edward Island (herein referred to as “Prince Edward Island”)

OF THE THIRD PART

WHEREAS Nova Scotia and New Brunswick entered into a Memorandum of Understanding (“Original MOU”) on March 24, 2015, for the establishment of a new Regulatory and Service Effectiveness Office;

AND WHEREAS the Original MOU contemplates the addition of other Atlantic Canadian provinces as signatories to the Original MOU;

AND WHEREAS Prince Edward Island is desirous of joining as a signatory to the Original MOU;

NOW THEREFORE the Parties to this Amending MOU witness that in consideration of the mutual covenants contained herein agree as follows:

1. Nova Scotia and New Brunswick agree to amend the Originating MOU to add Prince Edward Island as a Party to the Original MOU, and Prince Edward Island consents to being added as a Party to the Original MOU for the limited purpose stated herein.

2. The Original MOU is amended as follows:

a. The First Recital is amended by deleting it in its entirety and replacing it with:

WHEREAS the Governments of Nova Scotia, New Brunswick and Prince Edward Island (the “Parties”) intend to jointly establish a new Regulatory and Service Effectiveness Office (the “Office”) to provide strategic advice and operational oversight of the three governments to steer the development, and implementation of a joint regulatory reform agenda to improve the economic competitiveness of Nova Scotia, New Brunswick and Prince Edward Island;

b. Article 2.7 is amended by deleting it in its entirety and replacing it with the following:

2.7 The Office will have a 3 year mandate and will cease at the end of 3 years, unless renewed by the mutual written agreement of the Parties.

c. Article 3.2 is amended by deleting it in its entirety and replacing it with the following:

3.2 The parties affirm that the governance structure will be as agreed upon by them and that the Office may be a special Operating Agency of any of the jurisdictions

d. Article 4.1 is amended by deleting it in its entirety and replacing it with the following:

4.1 The Office will develop, for approval of Nova Scotia, New Brunswick and Prince Edward Island, final Terms of Reference based on the draft Terms of Reference (attached as Annex 1) and will prepare annual work plans based on the final Terms of Reference. The initial work plan shall be prepared within ninety (90) days of commencement of the Office.

e. Article 7.1 is amended by deleting Article 7.1 and replacing it with:

7.1 Notwithstanding any provisions of this MOU, the information to be shared or exchanged between the Parties under this MOU shall not include personal information within the meaning of the *Freedom of Information and Protection of Privacy Act* (Nova Scotia), the *Protection of Personal Information Act* (New Brunswick) and the *Freedom of Information and Protection of Privacy Act* (Prince Edward Island);

f. Article 7.2 is amended by deleting Article 7.2 and replacing it with the following:

7.2 Notwithstanding any provisions of this MOU, the information to be shared or exchanged between the Parties under this MOU shall not include information which disclosure is restricted by any Act of the Provincial Legislature, including the *Freedom of Information and Protection of Privacy Act* (Nova Scotia), the *Right to Information Act* (New Brunswick), and the *Freedom of Information and Protection of Privacy Act* (Prince Edward Island), unless the information is shared, exchanged or disclosed in accordance with the provisions of the Act that restrict its disclosure.

g. Article 9.3 is deleted in its entirety and replacing it with the following:

9.3 Any Atlantic Canadian province may, with the consent of the Parties, accede to and participate in this Memorandum of Understanding and the reform agenda contemplated herein by making a written request and providing written notice to the Parties of its acceptance of the provisions of this MOU;


h. Annex 1, entitled, "Draft Terms of Reference" is deleted in its entirety and is replaced with Annex 1, entitled "Amending Draft Terms of Reference", attached hereto and forming part of this Amending MOU.

i. Annex 2, entitled, "Proposed Governance Structure" is deleted in its entirety.

3. All other provisions of the Original MOU remain in effect unamended.

IN WITNESS WHEREOF, this Amending MOU has been executed by the Premier of Nova Scotia on behalf of Nova Scotia, by the Premier of New Brunswick on behalf of New Brunswick, and by the Premier of Prince Edward Island on behalf of Prince Edward Island.

SIGNED, SEALED AND DELIVERED
in the presence of:




Witness

Date: 6 November 2015



Witness


Date: 6 November 2015



Witness

Date: 6 November 2015

**ON BEHALF OF THE GOVERNMENT
OF NOVA SCOTIA**



The Honourable Stephen McNeil
Premier of Nova Scotia

Date: 6 November 2015


**ON BEHALF OF THE GOVERNMENT
OF NEW BRUNSWICK**



The Honourable Brian Gallant
Premier of New Brunswick

Date: 6 November 2015

**ON BEHALF OF THE GOVERNMENT
OF PRINCE EDWARD ISLAND**



The Honourable H. Wade MacLauchlan
Premier of Prince Edward Island

Date: 6 November 2015