

**Schedule "A"**

**THIS SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING  
FOR THE OFFICE OF REGULATORY AFFAIRS AND SERVICE EFFECTIVENESS**

made this 27<sup>th</sup> day of September, 2017

**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**

**THE GOVERNMENT OF NEWFOUNDLAND AND LABRADOR**,  
as represented by the Premier of Newfoundland and Labrador (herein  
referred to as "Newfoundland and Labrador")

**OF THE FOURTH PART**

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

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

**AND WHEREAS** Prince Edward Island became a signatory Party to the MOU by entering into an Amending Memorandum of Understanding ("Amending MOU") with Nova Scotia and New Brunswick on November 6, 2015;

**AND WHEREAS** Newfoundland and Labrador is desirous of joining as a signatory to the MOU;

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

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

2. The 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, Prince Edward Island, and Newfoundland and Labrador (the "Parties") intend to jointly establish a new Regulatory and Service Effectiveness Office (the "Office") to provide strategic advice and operational oversight to the four governments to steer the development, and implementation of a joint regulatory reform agenda to improve the economic competitiveness of Nova Scotia, New Brunswick, Prince Edward Island, and Newfoundland and Labrador;

b. The Fourth Recital is amended by deleting it in its entirety;

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

4.1 The Office developed the Final Terms of Reference (attached as Annex 1).

d. 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), the *Freedom of Information and Protection of Privacy Act* (Prince Edward Island), and *Access to Information and Protection of Privacy Act, 2015* (Newfoundland and Labrador);



e. 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), the *Freedom of Information and Protection of Privacy Act* (Prince Edward Island), and *Access to Information and Protection of Privacy Act, 2015* (Newfoundland and Labrador) unless the information is shared, exchanged or disclosed in

accordance with the provisions of the Act that restricts its disclosure;

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

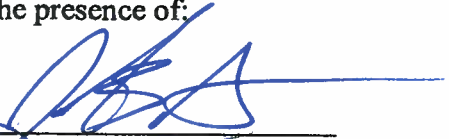
**IN WITNESS WHEREOF**, this Second Amendment has been executed by the Premier of Nova Scotia on behalf of Nova Scotia, by the Premier of New Brunswick on behalf of New Brunswick, by the Premier of Prince Edward Island on behalf of Prince Edward Island, and by the Premier of Newfoundland and Labrador on behalf of Newfoundland and Labrador.

<b>SIGNED, SEALED AND DELIVERED</b> in the presence of:	)	<b>ON BEHALF OF THE GOVERNMENT</b>
	)	<b>OF NOVA SCOTIA</b>
	)	
Witness	)	The Honourable Stephen McNeil
	)	Premier of Nova Scotia
Date: <u>August 21, 2017</u>	)	Date: <u>August 21, 2017</u>

**SIGNED, SEALED AND DELIVERED**  
in the presence of:

Witness

Date:

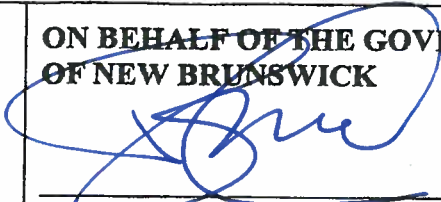


September 19, 2017


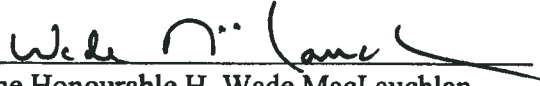
**ON BEHALF OF THE GOVERNMENT  
OF NEW BRUNSWICK**

The Honourable Brian Gallant  
Premier of New Brunswick

Date:



September 19, 2017

<b>SIGNED, SEALED AND DELIVERED</b> in the presence of:	)	<b>ON BEHALF OF THE GOVERNMENT</b>
	)	<b>OF PRINCE EDWARD ISLAND</b>
	)	
Witness	)	
	)	The Honourable H. Wade MacLauchlan
	)	Premier of Prince Edward Island
Date: <u>Sept. 11, 2017</u>	)	Date: <u>Sept. 11, 2017</u>
	)	

**SIGNED, SEALED AND DELIVERED**  
in the presence of:

                    A. Buckles                      
Witness

Date:           July 26, 2017          

**ON BEHALF OF THE GOVERNMENT  
OF NEWFOUNDLAND AND LABRADOR**

                    Dwight Ball                      
The Honourable Dwight Ball  
Premier of Newfoundland and Labrador

Date:           July 26, 2017