

**MEMORANDUM OF UNDERSTANDING
FOR
REGULATORY AND SERVICE EFFECTIVENESS OFFICE**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 24th day of March, 2015;

BETWEEN:

THE GOVERNMENT OF NOVA SCOTIA as represented by the Premier of Nova Scotia (herein referred to as "Nova Scotia");

-AND-

THE GOVERNMENT OF NEW BRUNSWICK as represented by the Premier of New Brunswick (herein referred to as "New Brunswick").

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

AND WHEREAS the creation and operation of the Office will be a collaborative effort between the Parties;

AND WHEREAS each party will appoint a Co-CEO to jointly lead the Office and the Parties will assign staff to the Office;

AND WHEREAS a private sector advisory board (the "Advisory Board") with an equal number of representatives from both provinces will be formed to inform the work of the Office;

AND WHEREAS the Office will recommend changes to achieve measurable, regulatory improvements and effectiveness and promote service excellence in a consistent manner across provincial boundaries.

NOW THEREFORE THIS MOU WITNESSES that, in consideration of these premises, the Parties covenant and agree as follows:

1. PURPOSE AND GENERAL AGREEMENT

1.1 The purpose of this MOU is to affirm the intention of the Parties to collaborate in the development of the Office immediately upon the signing of this MOU by:

- confirming a shared vision and shared objectives for the Office;
- outlining a proposed governance structure for operation of the Office;
- developing a joint action plan; and
- adopting a communications protocol.

2. VISION AND OBJECTIVES

2.1 The Parties confirm their common vision of establishing the Office to advise on a regulatory reform agenda to improve the business climate for economic growth and enhance the competitive positions of the Parties in the global economy and to provide oversight on the implementation of the common agenda;

2.2 The Parties confirm their intent to work together in the operation of the Office;

2.3 The Parties confirm they will assign sufficient staff resources from existing government offices for the effective operation of the Office;

2.4 The Parties agree to collaborate, exchange information and share best practices, while implementing the objectives and conducting the operations of the Office;

2.5 The objectives ("Objectives") for the development of the Office are to:

- (a) identify issues arising from existing regulatory methods and practices which impair the competitiveness of the Parties and recommend improved regulatory processes and methods to enhance competitiveness;
- (b) improve service to regulated enterprises and individuals and identify ways to expand and enhance on-line services and improve service levels to regulated enterprises and individuals;
- (c) monitor, measure, evaluate and report on progress in implementing a regulatory reform agenda to improve competitiveness;
- (d) such other objectives which the Parties deem appropriate.

2.6 The Parties will establish clearly-defined goals and outcomes (the "Goals") in the reform agenda to ensure they are making progress on regulatory improvements and effectiveness. The Goals will be publicly reported at least once a year, and be publicly available and easy to find;

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

3. GOVERNANCE STRUCTURE

3.1 The Parties affirm their intent to establish the Office as a joint office for collaborating among the Parties to achieve the Objectives and to undertake the role described in the Draft Terms of Reference annexed as Annex 1;

3.2 The Parties affirm that the initial governance structure of the Office will be as set out in Annex 2, and that the Office may be a Special Operating Agency of either jurisdiction;

3.3 The Parties confirm their desire for the Office to collaborate with and regularly seek input of private sector stakeholders in the work of the Office;

3.4 The Office will report periodically to the Parties through their respective departments, ministries and intergovernmental processes on activities and achievements toward the Objectives;

3.5 The Office will work across governments with support at the highest levels of government and with oversight authority and responsibility to develop and implement a regulatory reform agenda, as set out in the Objectives.

4. ACTION PLAN

4.1 The Office will develop, for approval of Nova Scotia and New Brunswick, 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 annual work plan shall be prepared within ninety (90) days of commencement of the Office.

5. COST

5.1 Except for the commitment to assign human resources, set out in article 2.3, this MOU will not impose any additional financial responsibilities on the Parties.

6. COMMUNICATIONS PROTOCOL

6.1 The Parties agree to jointly develop a communication plan outlining the manner in which communication related to the Office will be conducted. Unless otherwise agreed, all Parties agree to make reasonable efforts to provide other Parties with advanced notice for any new message to be included in the communication plan;

6.2 Official public announcements will be held at appropriate milestones agreed to by all Parties. All Parties agree to make their best effort to give advance notice for such events unless the Parties agree otherwise;

6.3 Joint communication materials must respect each party's communication policies, including the *Official Languages Act* (New Brunswick).

7. DISCLOSURE AND EXCHANGE OF INFORMATION

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) and the *Protection of Personal Information Act* (New Brunswick);

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 *Right to Information Act* (New Brunswick), unless the information is shared, exchanged or disclosed in accordance with the provisions of the Act that restricts its disclosure.

8. CONFIDENTIAL INFORMATION

8.1 Neither Party shall disclose any confidential information obtained from the other Party, without the written consent of the other, to any third parties, except as required by law, regulatory authorities, governmental practice or as required by its disclosure policy.

9. ADDITIONAL TERMS AND CONDITIONS

9.1 This Memorandum of Understanding shall commence on the date it is executed;

9.2 This Memorandum of Understanding may be terminated by either party by providing the other party ninety (90) days prior written notice of termination;

9.3 Any Atlantic Canadian province may, with the consent of both 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 both Parties of its acceptance of the provisions of this MOU;

9.4 Each Party shall be responsible for its own costs in relation to this MOU.

IN WITNESS THEREOF this MOU has been executed on behalf of Nova Scotia by the Premier of Nova Scotia, and on behalf of New Brunswick by the Premier of New Brunswick.

In the Presence of:

ON BEHALF OF THE GOVERNMENT OF NOVA SCOTIA, AS REPRESENTED BY THE PREMIER



Witness



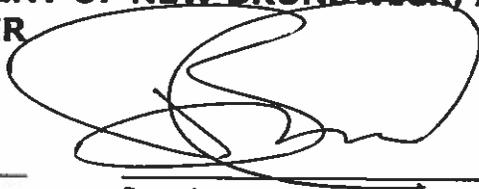
Premier

Date

ON BEHALF OF THE GOVERNMENT OF NEW BRUNSWICK, AS REPRESENTED BY THE PREMIER



Witness



Premier

Date

ANNEX 1

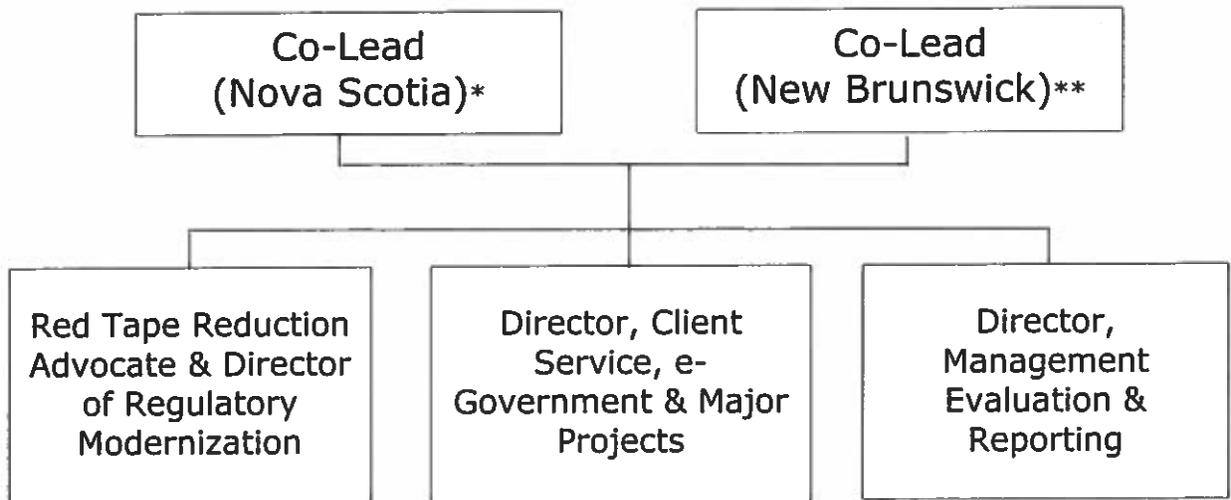
DRAFT TERMS OF REFERENCE

The role of the Regulatory and Service Effectiveness Office is to develop, promote and provide oversight of a regulatory reform agenda in Nova Scotia and New Brunswick to improve the business climate and competitiveness of each province in a harmonized and coordinated manner. Its functions are to:

- serve as an advisory office to the Governments of Nova Scotia and New Brunswick to steer the development and implementation of a joint regulatory reform agenda to improve the economic competitiveness of Nova Scotia and New Brunswick;
- serve as a Red Tape Reduction Business Advocate and to be a point of contact within government to allow individuals, business owners and their representatives access to a person within government to identify issues related to overlap, ineffectiveness, redundancy, undue cost burden, delivery or service levels in regulatory frameworks in Nova Scotia or New Brunswick;
- assess and recommend best practices in regulatory modernization and provide ongoing strategic advice to the Executive Councils of Nova Scotia and New Brunswick on the link between regulatory practice and economic competitiveness;
- meet quarterly with a government-appointed, private sector Red Tape Reduction Advisory Board (with equal representation from Nova Scotia and New Brunswick) to:
 - report on progress;
 - receive input and recommendations;
- develop and submit for the input of the Red Tape Reduction Advisory Board and approval of the Executive Councils of Nova Scotia and New Brunswick an annual work plan to support achievement of the Objectives.

ANNEX 2

PROPOSED GOVERNANCE STRUCTURE



*appointed by Nova Scotia Governor in Council

**appointed by New Brunswick Governor in Council