FORUM OF LABOUR MARKET MINISTERS EXCELLENCE IN CLIENT OUTCOMES WORKING GROUP MEMORANDUM OF UNDERSTANDING April 1, 2021-March 31, 2023

- **BETWEEN GOVERNMENT OF THE NORTHWEST TERRITORIES**, as represented by the Minister of Education, Culture and Employment, acting through the Deputy Minister of Education, Culture and Employment (hereinafter referred to as "Northwest Territories").
- AND THE GOUVERNEMENT OF QUÉBEC, as represented by the ministre du Travail, de l'Emploi et de la Solidarité sociale, acting through the sous-ministre du Travail, de l'Emploi et de la Solidarité sociale, and the ministre responsable des Relations canadiennes et de la Francophonie canadienne, acting through the secrétaire général associé aux Relations canadiennes, (hereinafter referred to as "Québec").

Hereafter referred to as the "Parties"

PREAMBLE

Whereas Northwest Territories, as the provincial/territorial co-chair of the Forum of Labour Market Ministers (FLMM), will act as the FLMM Secretariat. The FLMM Secretariat provides administrative support to the FLMM including support for the advancement of the FLMM's objectives.

The Parties agree as follows:

1. PURPOSE

- 1.1 This Memorandum of Understanding (MOU) is between Northwest Territories and Québec for two fiscal years, which begins April 01, 2021 and ends March 31, 2023 (the "Term").
- 1.2 The MOU outlines the responsibilities and financial commitments between the Parties regarding the Excellence in Client Outcomes Working Group (ECOWG) Secretariat, which will be established and staffed during the Term by, the ministère du Travail, de l'Emploi et de la Solidarité sociale du Québec.
- 1.3 Québec, through the ECOWG Secretariat, is responsible for providing support to ECOWG, including developing the annual budget; managing the annual Work Plan; reporting to the FLMM; liaising with other working group co-chairs; developing drafts of content, including strategic planning documents, briefing material, and correspondence; and

managing official correspondence received by, or directed to, the FLMM related to the ECOWG's work.

2. FINANCIAL COMMITMENTS AND MANAGEMENT

- 2.1 For the duration of the Term, the FLMM Secretariat will collect 50 per cent (50%) of the anticipated budget of the ECOWG Secretariat from the Government of Canada. The FLMM Secretariat will collect the remaining 50 per cent (50%) from individual provinces and territories (PTs) based on their share of the Canadian population and minimum contribution limits of \$1,500 as determined by the FLMM.
- 2.2 For each fiscal year, the ECOWG Secretariat will develop an annual Work Plan, which will set out the activities to be undertaken by ECOWG for the fiscal year and a corresponding annual budget for the activities to be undertaken by ECOWG during the fiscal year, for approval by FLMM Senior Officials.
- 2.3 An annual budget will be submitted to the FLMM Secretariat who will seek review and approval by FLMM Senior Officials.
- 2.4 All expenditures are to be made in accordance with the ECOWG budget approved each year by FLMM Senior Officials.
- 2.5 The FLMM Secretariat will transfer funds to support the costs associated with the activities of the ECOWG to Québec for each fiscal year according to the schedule set out in Annex A.
- 2.6 Funding is to be expended by the ECOWG Secretariat in the designated fiscal year to support staff costs and other costs for work done towards the achievement of deliverables identified in the ECOWG Work Plan approved by FLMM Senior Officials.
- 2.7 In addition to its other responsibilities, the ECOWG Secretariat will ensure that all recording and reporting processes and procedures are adhered to and that expenditures made by the ECOWG Secretariat against all funds are clearly attributed to staff costs and other costs in support of the activities of the ECOWG. Expenditure statements must be presented according to the budget approved by FLMM Senior Officials. The ECOWG Secretariat will provide written confirmation of its expenditures related to staffing and other costs to the FLMM Secretariat 30 days following the mid-point and end of each fiscal year.
- 2.8 The FLMM Secretariat will verify that all recording and reporting processes and procedures are adhered to and that expenditures made using the ECOWG budget are clearly attributed to the activity from which they result.

- 2.9 The ECOWG Secretariat will also submit to the FLMM Secretariat, for review by FLMM Senior Officials, an annual report due 30 days following the end of each fiscal year of the term of this MOU.
- 2.10 In accordance with the FLMM Secretariat accounting practices, at the end of the fiscal year, the ECOWG Secretariat shall return any unspent Federal funds to the FLMM Secretariat within 30 days following the end of each fiscal year.
- 2.11 In accordance with the FLMM Secretariat accounting practices, at the end of the fiscal year, the ECOWG Secretariat shall retain any unspent PT funds as carry over into the next fiscal year or shall return the funds to the FLMM Secretariat within 30 days following the end of each fiscal year, as decided and directed by FLMM Senior Officials.

3. TERMINATION

3.1 Should the ECOWG Secretariat move to another province or territory, with written consent from Québec, during the period of this agreement, this agreement will become null and void as of the agreed transition date between parties, with the understanding that Québec will assist in transition by providing files, information, and unspent funds to the incoming provincial or territorial co-chair as required to assume this role. Québec will maintain funds for costs incurred or already engaged.

4. DELIVERABLE SUMMARY

4.1 Financial commitments made under this MOU are to support the achievement of the deliverables outlined in the ECOWG Work Plan for each fiscal year, as approved by FLMM Senior Officials. The FLMM Secretariat will maintain expenditure statements on the activities of ECOWG in support of achievement of its Work Plan deliverables. The ECOWG Secretariat will provide written confirmation of its expenditures to the FLMM Secretariat as outlined in section 2 of this MOU.

5. LANGUAGE

5.1 This Agreement has been made and executed in English and in French and both versions are equally authoritative.

6. COUNTERPARTS

6.1 This Agreement may be executed in counterpart in which case the counterparts together shall constitute one agreement, and communication of execution by email in PDF to the other Parties shall constitute good delivery.

John MacDonald, Deputy Minister of Education, Culture and Employment, Government of Northwest Territories

Date: April 19, 2022

Carole Arav, Sous-ministre Ministère du Travail, de l'Emploi et de la Solidarité sociale, Gouvernement du Québec

Date:

Gilbert Charland Secrétaire général associé Secrétariat du Québec aux Relations canadiennes, Gouvernement du Québec

Date:

John MacDonald, Deputy Minister of Education, Culture and Employment, Government of Northwest Territories

Date:

Carole Arav,

Sous-ministre Ministère du Travail, de l'Emploi et de la Solidarité sociale, Gouvernement du Québec

Date: 10 4 2 3

Gilbert Charland Secrétaire général associé Secrétariat du Québec aux Relations canadiennes, Gouvernement du Québec

Date: 2022-04-21

ANNEX A SCHEDULE OF FINANCIAL COMMITMENTS 2021-22 and 2022-23

The amount that the Northwest Territories will transfer to Québec for each fiscal year will equal the amount approved by FLMM Senior Officials for the ECOWG annual budget.

2021-22 Total Budget	Employment and Social	Provinces/Territories
	Development Canada	
	(ESDC)	
TBD	50% of allocation	50% of allocation

2022-23 Total Budget	Employment and Social	Provinces/Territories
	Development Canada	
	(ESDC)	
TBD	50% of allocation	50% of allocation

For each fiscal year, Northwest Territories will transfer the amount approved by Senior Officials for the ECOWG Budget to Québec on or before August 31 or upon approval of Senior Officials.