

**NEW WEST PARTNERSHIP INTERNATIONAL COOPERATION
AGREEMENT**

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As part of the *New West Partnership*, the Government of British Columbia, the Government of Alberta, and the Government of Saskatchewan (hereinafter collectively referred to as “the Parties”) have a mutual desire to have international representation in priority markets and to collaborate in order to benefit through cost efficiencies and the delivery of high quality programs and activities in areas of common interest.

I. OBJECTIVE

To advance their shared Western Canadian international interests, the Parties shall collaborate, where appropriate, in their pursuit of international opportunities through collaborative initiatives and collocated office agreements in priority global markets.

II. PURPOSE

The Parties shall establish a process whereby they can work collaboratively within priority international markets. In so doing, the Parties shall, where appropriate:

1. identify international markets of common interest where collocated offices can be pursued;
2. develop and participate in collaborative international trade and investment initiatives of common interest;
3. develop common messaging when jointly targeting and engaging foreign governments and foreign industry; and
4. jointly engage Government of Canada agencies to support federal and partner government commercial interests.

III. GUIDING PRINCIPLES

The Guiding Principles outline the framework under which collaborative initiatives and collocated overseas offices shall be pursued. They provide a foundation for decision-making and evaluation. The Principles are:

- Collaborative
- Performance based
- Accountable

- Cost-effective
- Flexible
- Voluntary
- Long-term

IV. ACTIONS

The Parties shall provide assistance to each other, consistent with the Guiding Principles. The Parties shall:

1. treat each other as valued and respected partners;
2. share office resources and infrastructure in international markets of common interest to establish an effective and efficient presence;
3. share international market research and intelligence in sectors of agreed interest when mutually beneficial;
4. undertake collaborative marketing, trade and investment activities in international markets of agreed interest;
5. collaborate in improving relations with foreign governments, public advocacy and external communications;
6. work to limit joint financial exposure in all collaborative initiatives; and
7. build trust, create synergies and win-win scenarios that shall benefit the Parties.

V. COORDINATION AND IMPLEMENTATION

The Parties shall establish a Steering Committee, which shall:

1. Provide strategic leadership and direction. This includes:
 - (a) evaluate business opportunities for the establishment of collaborative international offices such as providing advice to the Parties on the locations, parameters and budgets for collaborative international offices;
 - (b) direction on the development and leadership of major collaborative initiatives; and
2. Review and provide progress reports on the results of work conducted under this Agreement, as requested by the Premiers of the Provinces.

The Steering Committee shall consist of an Assistant Deputy Minister for each Party, or their designate. At a minimum, the Steering Committee shall report on progress to responsible ministers at least annually

The Steering Committee shall appoint representatives to a Working Group. The Working Group shall provide direct support to the Steering Committee in the preparation and analysis of possible project collaboration and office collocation within the various international markets.

Other officials from the Parties or from other organizations may be invited to assist the Working Group in its activities.

Other working committees can be established as necessary by the Steering Committee.

VI. MARKETS FOR COLLABORATION

Each year, the Steering Committee shall provide advice to the Parties on priority international markets to be considered for collaborative programming and collocated offices.

VII. NO LEGAL RIGHTS OR FINANCIAL OBLIGATIONS CREATED EXCEPT BY SEPARATE CONTRACT

This Agreement is not legally binding, but is an expression and record of the purpose and intention of the Parties. This Agreement does not create any contractual or other legal rights or obligations between them.

Where the Parties wish to enter into any agreement to share costs, incur liabilities, or oblige them legally in any way to the other, the Parties shall endeavour to follow the strategies for collaboration and implementation of this Agreement and the signatories shall only do so pursuant to a written contract duly authorized and signed by the Parties concerned.

Nothing in this Agreement grants any signatory any rights of any kind in relation to the intellectual property rights of the other.

Nothing in this Agreement shall be construed so as to affect the jurisdiction of any of the Parties.

VIII. DURATION

This Agreement shall take effect on July 1, 2010, and shall be in effect for a period of five (5) years or until terminated by any of the Parties with six (6) months written notice to the other Parties.

IX. AMENDMENT

This Agreement may be amended by mutual written agreement by the Parties.

The undersigned, being duly authorized by their respective Governments, have signed this Agreement.

Signed at _____, _____ day of _____,
2010.

The Honourable Gordon Campbell
Premier of British Columbia

The Honourable Ed Stelmach
Premier of Alberta

The Honourable Brad Wall
Premier of Saskatchewan

APPENDIX

STRATEGIES FOR COLLABORATION AND IMPLEMENTATION OF THE NEW WEST PARTNERSHIP INTERNATIONAL COOPERATION AGREEMENT

1. Proposals for collaborative marketing initiatives including trade events, trade missions, and collocated offices shall be justified by a sound business case. Analysis shall include objectives, costs, benefits, gap analysis, impediments, and opportunities.
2. Parties shall engage in open and timely communication and operate in a transparent manner to explore collaborative marketing opportunities.
3. Parties shall collaborate to deliver cost-effective and quality services and create “win-win” success story scenarios where deemed appropriate.
4. Collaborative marketing initiatives shall apply clear metrics to monitor deliverables and performance.
5. Parties shall take turns as Leads for various collaborative marketing initiatives and rotate the responsibility appropriately, sharing in resources whenever possible.
6. For collocated offices:
 - (a) The Parties shall select their own contracted representative(s) for international markets. They shall use competitive processes whenever appropriate to find the most suitable and qualified candidates.
 - (b) Representatives shall have direct reporting relationships with their respective Provinces. All Parties’ representatives and their personnel are responsible for adhering to their respective Government directives, norms, processes, ethics, policies and standards applicable at the posting. The representatives shall report directly to their designated provincial official who shall sit on the Working Group. There shall be no cross-reporting relationships between the Parties.
 - (c) The Parties are under no obligations to collocate offices in every instance and can opt-out. A minimum of two Parties is required for establishing and maintaining a collocated overseas office.
 - (d) The Parties are under no obligations to pursue only collaborative programming initiatives within the collocated offices, but are free to do so when it is seen as a common benefit to at least two of the Parties. Representatives shall develop their own work-plans consistent with their own provincial guidelines.

- (e) One Party shall be assigned a lead role for each collocated office market to find appropriate office space, negotiate lease, lease-hold improvements, and arrange for common office services. Costs shall be apportioned and shared.
- (f) It is the responsibility of the lead in each collocated office to ensure that the lease contemplates occupation of the lease space by the other Parties.
- (g) Over the term of the five (5) year agreement (2010 – 2015), the Parties shall evaluate and assess the prospect of new international locations for collocated offices.