

New West Partnership Trade Agreement

FIRST PROTOCOL OF AMENDMENT

The Governments of British Columbia, Alberta and Saskatchewan, Parties to the *New West Partnership Trade Agreement* (the "Agreement"), hereby agree to make the following amendments to the Agreement:

1. PART II: B. GENERAL RULES

1.1 Article 9: Transitional Measures

Delete paragraphs 5 and 6.

2. PART II: C. SPECIAL PROVISIONS

2.1 Article 13: Labour Mobility

a. Replace paragraph 2 with the following:

"Requirements imposed on workers to obtain a license, certification, or to register with a Party or one of its regulatory authorities prior to commencing work within the territory of that Party shall be deemed to be consistent with paragraph 1 provided that no material additional training, education, experience, or examinations are required as part of that registration procedure and registrations are processed on a timely basis."

b. Replace paragraph 3 with the following:

"For greater certainty, and without limiting the general application of Part II(B) to such measures, a regulatory authority of a Party may refuse to certify or recognize a worker, or may impose conditions or restrictions on a worker, provided that the refusal or imposition of conditions or restrictions complies with Article 6."

c. Delete paragraph 4.

d. Renumber paragraph 5 as paragraph 4.

2.2 Article 14: Procurement

a. In the first line of paragraph 3, delete "procuring".

b. Replace paragraph 4 with the following:

- “(a) Part IV(B) sets out a dispute resolution process available to suppliers of the Parties seeking resolution of complaints relating to specific procurements covered by this Agreement; and
- (b) Part IV(A) does not apply to a dispute relating to a specific procurement.”

3. PART III: ADMINISTRATIVE PROVISIONS

3.1 Article 19: Administrative Facilities

- a. Replace paragraph 1 with the following:

“Parties shall appoint and fund an administrator pursuant to the administrator agreement and shall publish the contact details for the administrator on the Agreement’s website.”

- b. Delete paragraph 3.

3.2 Article 21: Further Negotiations

- a. Change the title of the Article to “Further Negotiations and Joint Decisions”.

- b. Add the following as paragraph 3:

“The Parties may, at any time, issue a joint decision declaring their interpretation of this Agreement. All such joint decisions shall be binding on panels and arbiters, and any subsequent decision or award of a panel issued under Part IV(A) or any final report of an arbiter issued under Part IV(B) must be consistent with all such prior joint decisions. The Parties shall post all such joint decisions on the Agreement’s website.”

4. PART IV: DISPUTE RESOLUTION PROCEDURES

- 4.1 Replace Part IV: Dispute Resolution Procedures with Part IV Dispute Resolution as found in Attachment 1 to this Protocol.

5. Part VI: DEFINITIONS

- 5.1 After the definition of “administrator”, add the following:

- a. “**administrator agreement** means the agreement among the Parties under Article 19 concerning the appointment, funding, and operation of the administrator;
- b. **arbiter** means the individual appointed under Article 37 or Article 43(4) to consider a bid protest under Part IV(B);
- c. **bid protest** means a dispute initiated under Part IV(B);”.

5.2 After the definition of “carrier”, add the following:

- a. “**certified** means that a worker holds a certificate, license, registration or other form of official recognition used by a regulatory authority which attests to the worker being qualified and, where applicable, authorized to practice a particular occupation or to use a particular occupational title in the territory of that Party;
- b. **code of conduct** means the code of conduct for panellists and arbiters set out in Schedule 6 to the Agreement;”.

5.3 Replace the definition of “complainant” as follows:

“**complainant** means one or more Parties or a person that has requested the establishment of a panel under Article 26(2);”.

5.4 After the definition of “construction”, add the following:

- a. “**cost award** means an award by an arbiter to reimburse a disputant for the demonstrable and reasonable costs incurred relating to the bid protest in respect of:
 - (a) the fees and expenses of the arbiter;
 - (b) services provided by the administrator; and
 - (c) the costs for legal representation;
- b. **days** means calendar days. For the purpose of calculating a period of time, such period shall begin to run on the day following the day when a specified event occurs. If the last day is an official holiday or a non-business day within any Party, the period is extended until the first business day which follows;”.

5.5 Replace the definition of “disputant” with:

“**disputant** means:

- (a) for the purposes of Part IV(A), the complainant or the responding Party; and
- (b) for the purposes of Part IV(B), the supplier making a bid protest or the responding government entity or the Party responsible for the responding government entity, as the case may be;”.

5.6 Replace the definition of “intervener” with”

“**intervenor** means a non-disputing Party that has given notice under Article 27(1);”.

5.7 Replace the definition of “participant” with the following:

“**participant** means any disputant or intervenor and **participants** means all of them;”.

5.8 After the definition of “procurement value”, add the following:

“**recoupment award** means an award by an arbiter to reimburse a supplier for the demonstrable and reasonable costs incurred by the supplier in preparing a response to a procurement opportunity;”.

5.9 Replace the definition of “responding Party” with the following:

“**responding Party** means the Party whose measure is at issue in consultations under Article 25 or at issue in a complaint under Article 26;”.

5.10 After the definition of “standard” add the following:

“**supplier** means a person that provides or could provide goods or services in the context of a procurement covered by this Agreement;”.

6. APPENDIX I: TRANSITIONAL MEASURES

6.1 Delete the subtitle “SASKATCHEWAN” and Sections A to F in their entirety. Add the notation: “[intentionally left blank]”.

7. ENTRY INTO EFFECT

These amendments shall become effective immediately upon exchange of written notifications certifying the completion of each Party’s internal approval procedures.

APPROVAL OF THE FIRST PROTOCOL OF AMENDMENT

In witness whereof, the undersigned, being duly authorized by her respective Government, has signed this First Protocol of Amendment to the Agreement.

Signed at Victoria, BC, this 3rd day of November, 2014.



**The Honourable Teresa Wat
Minister of International Trade and Minister Responsible for the Asia Pacific
Strategy and Multiculturalism
Government of British Columbia**

APPROVAL OF THE FIRST PROTOCOL OF AMENDMENT

In witness whereof, the undersigned, being duly authorized by his respective Government, has signed this First Protocol of Amendment to the Agreement.

Signed at Edmonton, this 6th day of January, 2015.

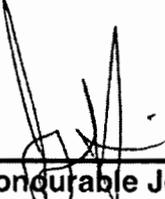


The Honourable Jim Prentice
Premier and Minister of International and Intergovernmental Relations
Government of Alberta

APPROVAL OF THE FIRST PROTOCOL OF AMENDMENT

In witness whereof, the undersigned, being duly authorized by his respective Government, has signed this First Protocol of Amendment to the Agreement.

Signed at Regina, this 26th day of November, 2014.



The Honourable Jeremy Harrison
Minister Responsible for Trade
Government of Saskatchewan