

Unit 4

Regional Economic Development Boards (REDBs): A New Approach

“It is now clear that success in global markets requires an integration of regional private, public and community-based organizations, working in tandem with provincial, national and international agencies and firms.”

Task Force on Community Economic Development

When the 1990s began, people were dissatisfied with regional economic development results. A groundfish moratorium in 1992, the downsizing and rightsizing of organizations, and a changing economy with less money for development support were reasons to review existing programs and structures. The provincial government embarked on a new strategic plan, and community organizations requested a public review of how development was being carried out and supported.

The Government of Newfoundland and Labrador's Strategic Economic Plan, *Change and Challenge*, was founded on a set of guiding principles for development (14-15). These principles are as follows:¹

1. *The Province must **focus on strategic industries**. . .(and) must target high-value-added activities in which we have, or can develop, a competitive advantage.*
2. Our education and training system must **adapt to the changing labour market demands** for a highly skilled, innovative and adaptable workforce.
3. *Newfoundland and Labrador **must be competitive** both at home and in world markets*
4. *The private sector must be **the engine of growth** . . . it is the role of government to create an economic and social environment that promotes competitiveness....*
5. *Industry must be **innovative and technologically progressive to enhance productivity and competitiveness**. To achieve economic prosperity, there must be **a consensus about the need for change** and a commitment from governments, business, labour, academia and others to work together in building a competitive economy.*
6. *To achieve economic prosperity, there must be **a consensus about the need for change** and a commitment from governments, business, labour, academia and others to work together in building a competitive economy.*
7. *Government policies and actions must have a developmental focus where **the client comes first**.*
8. *The principle of **sustainable economic development** must be maintained.*

Change and Challenge advocated the establishment of 17 economic zones in the province. Their main objective would be to pursue long-term, sustainable development through the implementation of strategic economic plans by the people in each zone. It further stated that the economic zones were to "work more efficiently and effectively with the five regional offices of Enterprise Newfoundland and Labrador (ENL)," ensuring that each zone's economic plan would be "considered in the policy and program directions being pursued by ENL and other government agencies" (16).²

Following the release of the Province's Strategic Economic Plan in 1992, the Newfoundland and Labrador Rural Development Council (NLRDC), the umbrella organization for the Regional Development Associations (RDAs), and the Newfoundland and Labrador Federation of Municipalities (NLFM) jointly sponsored a conference called "Learning from Ourselves: The Beginning." Conference participants analyzed existing economic development structures and programs and then called for a review.

In September 1993, the NLRDC made a presentation to Government calling for continued cooperation and support for economic development efforts in the province. One of their recommendations was for "the immediate establishment of an independent, nonpartisan commission to evaluate all current developmental structures, strategies and initiatives, and to recommend ways in which all ongoing community economic development activities could be coordinated" (*Community Matters* 21).

Government reacted by establishing the Task Force on Community Economic Development in Newfoundland and Labrador. The Task Force mandate, as stated in its report, was "to make recommendations regarding a more efficient and effective approach to regional development in each of the province's proposed economic zones which would be, insofar as possible, acceptable to all parties" (22).

¹ Emphasis added

² On March 31, 1996, ENL ceased operations, and its mandate was taken over by the Department of Development and Rural Renewal.

To achieve this, the Task Force, in which the provincial and federal governments, the NLRDC, and the NLFM played a leadership role, examined two broad areas of concern:

1. *Organizational Structures*: Review existing structures, make recommendations regarding strengthening community economic development in the economic zones, and seek mechanisms to generate local capital.
2. *Programs and Services*: Learn how communities utilize existing programs and services, and identify those to be the focus of economic development.

The Task Force carried out its mandate by first preparing and distributing a paper to stimulate discussion. This was followed by a public consultation process during which citizens could submit briefs and attend public meetings, workshops, and private interviews. In all, the panel visited 22 communities, heard from 679 individuals, and received 235 briefs.

In the fall of 1994, the Task Force submitted its report to the federal and provincial governments. The report contained 29 recommendations, one of which confirmed the need to establish economic zones, as stated in *Change and Challenge*. It also laid out the process for reorganizing economic development efforts and organizing a Regional Economic Development Board (REDB) in each zone. After Cabinet approval of the Task Force report and its recommendations, with some modifications, in January 1995, the effort to organize the 19 economic zones began.³

Provisional Boards

Armed with its Strategic Economic Plan, the NLRDC/NLFM request for review, and the Task Force report, Government, through the Economic Recovery Commission, became the catalyst charged with the responsibility to implement the Task Force recommendations. The Task Force recommended that Government assist with the establishment of a Provisional Board in each economic zone. These Boards would be made up of representatives of the major economic development stakeholders in the zones. The Task Force identified these as municipalities, RDAs, Community Futures Committees, Business Development Centres, and representatives of the business community. The Provisional Boards would have responsibility for identifying the major stakeholder groups, developing formulae for their participation on a board of directors, developing bylaws, ensuring incorporation, finalizing the boundaries identified in the Task Force report, and selecting a name for each zone. The Provisional Board would use a combination of public consultations and local knowledge and traditions in carrying out these tasks. Government thus began to give the process back to the community. Until this point, it had taken responsibility for following through on the recommendations of the Task Force report.

Organizational Structure

In its report, the Task Force emphasized the need for local ownership and accountability. The structure in each zone would have to be more than just a board of directors. There was a need to identify the owners, determine how the directors would be held accountable to these owners, and identify a process for director succession. Furthermore, it was necessary to accommodate those choosing to disagree with community development or not wanting to participate. Finally, in the absence of any legislation to define the REDB, its structure, accountability, or operational rules, a mechanism was required to create this structure and protect those choosing to participate from personal liability for a Corporation's activities. The Task Force had given direction; it was now up to the community and Government to translate that direction into an organizational structure. The Corporations Act provided the best approach.

³ *Change and Challenge* recommended 17 zones. The Task Force recommended 18. Cabinet increased the number to 19. Organizations on the southern Avalon Peninsula received approval to split their zone, increasing the number to 20.

Categories of stakeholders chose representatives to sit on a board of directors. When the Provisional Board decided, through public consultations, the number of seats that would be allocated to municipalities, for example, it was then the responsibility of the municipalities to elect their representatives. The NLFM played a very active role in electing municipal representatives and in organizing the REDBs. The RDAs led their members in electing their representatives to the boards, while the local Chambers of Commerce, where they existed, took the lead in selecting business representatives. The education and training institutions took responsibility for electing their representatives to the boards. The Provisional Boards organized other stakeholder groups.

To provide a legal framework in which to operate and to protect the members and directors from personal liability, the Provisional Boards opted for incorporation under the Corporations Act of the province. The Act provides for companies to be registered without share capital, meaning that organizations would have members instead of shareholders. All organizations and individuals within the zone boundaries could become members if they wished by signing membership forms. Members would have no personal investment or shares in the Corporation and, therefore, could not realize any profit as a result of their involvement. Profits, if any, would have to be reinvested into other regional development initiatives. Furthermore, should the Corporation cease operations, all assets, minus any outstanding debts, would go to an organization in the province having similar objectives.

Boards designed in this way would be accountable to the individuals and organizations in the zone with governing regulations being provided under the Corporations Act. With open membership, every person in the zone would have the opportunity to get involved, either as a representative of a sub-zonal/stakeholder group or as a representative of the community at large, and be able to participate in the decision-making process. The bylaws outline the structure, the method of voting, the election procedures, and the rules for participating either at the board level or at general meetings. The policy manuals developed during the strategic planning period set out additional rules for operation.

Regional Economic Development Board Core Functions

The Task Force recommended that each REDB base its operations on five core functions:

1. *Provide leadership in the development and implementation of a strategic plan for the zone.*
2. *Coordinate business development support.*
3. *Support organizations and communities within the zone.*
4. *Coordinate social and economic initiatives related to economic development.*
5. *Promote public participation and community education.*

With the introduction of these functions and the Performance Contracts (see next section), the stage was set for a new approach to regional economic development. The Board would be responsible for developing and maintaining an up-to-date strategic economic plan, identifying investment opportunities, and taking responsibility for the economic development agenda in the zone. By refraining from the direct implementation of initiatives, the REDB could provide other organizations in the zone with the support needed to achieve their development mandate in the context of an agreed upon strategic plan. This does not mean that the REDB would never implement projects. Where possible, it would support the other organizations in the zone capable of undertaking implementation. From time to time, the REDB would assist with projects mostly designed for self-empowerment.

Of course, there is a need to further define what is meant by each of the five functions if they are to be meaningful. The architects of the Performance Contracts signed between each Board and both levels of government have attempted to do so, as follows:

1. *Provide leadership in the development and implementation of a strategic plan for the zone.* The REDB is mandated to be the lead economic development agency in the zone. As well as providing overall coordination of economic development activity, the Board has responsibilities related to the performance of other sub-zonal organizations.

This function includes:

- initiating the partnerships that are necessary for successful development;
 - marketing and promoting the Corporation, the zone, its strengths, and its strategic plan;
 - ensuring that the plan is kept current and up-to-date by providing opportunities for regular and systematic reviews; and
 - monitoring the impact of strategic plan implementation relative to the performance of the larger zonal economy.
2. *Coordinate business development support.* Many business people, potential entrepreneurs, and community economic development groups may require assistance in identifying funding sources, investment opportunities, and investment potential, both locally and globally. The Board should actively pursue partnerships with the Business Development Centres, government lending agencies, government funding programs, the private sector, and lending institutions.
 3. *Support organizations and communities within the zone.* The Board should access the resources and expertise necessary to support the development efforts of organizations and communities within the zone. It must promote community and organizational capacity building as well as leadership and skills development to enable the people of the zone to be active partners in development decisions. The Board must ensure that sub-zonal organizations have the ability to carry out implementation.

N.B. Boards are attempting to acquire the skilled personnel necessary to coordinate specific development strategies or undertake research and marketing in support of strategic plans. The goal is to assist sub-zonal groups where such skills or resources are unavailable. The reality is that not every organization in the zone can obtain the services of a marketing person or a tourism coordinator, for example. The Board's leadership role allows it to have access to such expertise to use in the best interests of the zone. The objective is to empower the sub-zonal organizations through the leadership role and coordination efforts of the regional board.

4. *Coordinate social and economic initiatives related to economic development.* This function is primarily about ensuring the implementation of all initiatives contained in the zone's strategic plan. It entails making sure that development is consistent with the goals and objectives of the plan and the vision and aspirations of the people living in the zone.

The REDB also has responsibility for coordinating all development initiatives as they relate to economic development. Therefore, it is important for zone boards to participate in the implementation of the Province's Strategic Social Plan to the extent that initiatives carried out relative to the Plan have economic development impacts. This implies a responsibility to engage in partnerships with other development agencies in the region.

5. *Promote public participation and community education.* The REDB must ensure the participation of all sectors of the community in the decision-making and development process. Youth, women, and other minority groups must find a place at the decision-making table. However, sound decisions will only result when there is an educated and knowledgeable public. The REDB is, therefore, responsible for ensuring that people have access to the necessary information and skills. Citizens must be responsible for understanding and becoming functional in the decision-making and development process, become knowledgeable of government operations, and actively participate in the organizations that represent them. Citizens may thus become experts on their own futures. An informed public will help empower the Board when it engages in discussions with other stakeholders, investors, outside agents, and partners.

Performance Contracts

The new Corporations are autonomous organizations, governed by the Corporations Act and accountable to the community and stakeholder groups that hold active membership. They established their mandate consistent with economic development objectives and principles and defined their relationship with Government through Performance Contracts. The Task Force recommended that the relationship between the Corporation and the federal and provincial governments be outlined in Performance Contracts to allow them to undertake mutually agreeable objectives. These contracts would be the sole mechanisms used to channel core funding to economic development organizations within the zones but would not preclude the Boards from availing of funding from other sources. They would also bind Government to support the Boards in specific ways.

The first Performance Contracts signed between the REDBs and both levels of government were designed to enable the REDBs to (1) hire core staff to undertake the development of the strategic plans for the zones, (2) develop policy and procedures manuals, and (3) monitor and have input into any economic development proposals coming to Government for funding (not including proposals from private individuals or entrepreneurs availing of government funding for business purposes). With the completion of the strategic plans for the zones, the Boards then developed a proposal for the implementation of the plans.

After the development of the zones' strategic economic plans, a five-year Performance Contract was signed between each Board and both levels of government. This framework agreement was based on the five core functions identified in *Community Matters* and made provision for annual work plan renewal, monitoring and evaluation, and core funding. The contract also outlined a dispute settling mechanism, reporting procedures, and other administrative details. These mechanisms meant all parties were committed to the process for the long term. In addition, the contract provided for addressing changes in the economy, updating strategic plans, and measuring the impact of the Boards on the local economies and in the context of the larger economy.

The Performance Contract stated that there would be joint responsibility for reporting development progress. Both the Board and a representative of the Department of Development and Rural Renewal would sign the report. Again, both would review the financial records of the Corporation before the government granted any additional funding.

The Performance Contract provided for another feature designed specifically to assist Boards and governments develop partnerships. When the strategic plans were complete, the Boards and government departments with specific jurisdictions were to enter into agreements on the strategy and the commitment of resources necessary to carry out the strategy in the form of Memoranda of Understanding (MOUs). These agreements would ensure that departments addressed regulations affecting development and clarified policy issues and that organizations in the zones had a fair indication of the level of support they could expect before investing time in proposal development.

The new regional economic development, through the introduction of Performance Contracts, recognized that the real “engine of growth” is the private sector. We must use public funds to (1) complement investment opportunities, (2) contribute to industry/sector development (as opposed to funding community businesses), (3) carry out pilot action and experimental development, and (4) market and promote development opportunities.

While government funding is essential, a lack of private investment usually reflects a lack of commitment so necessary for success. Employment opportunities, wealth generation, and sustainable development require investment. We must use public funds along with private investment to create a level playing field.

PERFORMANCE CONTRACT, made this _____.

Month/D/Y

BETWEEN: The _____ **Economic Development Corporation** (hereinafter referred to as the "Corporation").

AND: **The Government of Canada, as represented by the Minister for the Atlantic Canada Opportunities Agency**

AND: **The Government of Newfoundland and Labrador, as represented by the Minister of Development and Rural Renewal**

WHEREAS Canada as represented by the Minister for the Atlantic Canada Opportunities Agency and Newfoundland, as represented by the Minister of Development and Rural Renewal, have agreed to support this approach in the Canada/Newfoundland and Labrador COOPERATION Agreement for Strategic Regional Diversification (SRDA).

The parties agree as follows:

1.0 THE ARTICLES OF AGREEMENT

1.1 The following documents and any amendments thereto form the Agreement between the Government of Canada and the Government of Newfoundland and Labrador and the Corporation:

- (i) these Articles of Agreement
- (ii) Appendix 1 - Zone Map and Community List
- (iii) Appendix 2 - Budget
- (iv) Appendix 3 - Target Schedule

1.2 The following documents are attached for reference purposes only:

- (i) Attachment 1 - Corporation's Proposal
- (ii) Attachment 2 - Zone Strategic Plan
- (iii) Attachment 3 - Corporation Workplan / Timeline
- (iv) Attachment 4 - Budget Details
- (v) Attachment 5 - (*if necessary*)

2.0 DEFINITIONS

2.1 In this agreement, unless the context requires otherwise,

- (a) Appendix means those sections of this contract listed in 1.1 which are binding elements of this contract
- (b) Attachment means those sections of this contract listed in 1.1 which are not binding but which are for reference purposes only
- (c) Corporation means the _____ Regional Economic Development Board.
- (d) EL means the Department of Environment and Labour

- (e) Gender Equity means the definition set out by the Task Force, "that women and men should enjoy fair and equal consideration for all board and staff selections. Every effort should be made to ensure approximately equal representation of males and females on all Provisional boards and Regional Economic Development boards" (Community Matters, Report of the Task Force, p. 68)
- (f) **ACRONYM** means the _____.
- (g) Parties means the Corporation and the Government of Canada and the Government of Newfoundland and Labrador
- (h) Government means the Government parties to this Contract
- (i) Progress Reports means the reports prepared by the Corporation under monitoring procedures (Section 7.1).
- (j) REDB means Regional Economic Development Board
- (k) SRDA means Canada-Newfoundland COOPERATION Agreement on Strategic Regional Diversification.
- (l) SRDA Management Committee means the Federal and Provincial Government Representatives who are voting members of the SRDA Management Committee who, unless otherwise specified, represent the Federal and Provincial Governments in the Administration of this Contract
- (m) Task Force means Task Force on Community Economic Development in Newfoundland and Labrador.
- (n) Timeline means the dates or time intervals set out by the Corporation for _____ the completion of work under this Contract
- (o) Workplan means the Statement of Work and associated contributions to be undertaken by the Parties under this Contract
- (p) Zone means the geographic area and communities outlined in **Appendix 1**

3.0 PURPOSE

- 3.1 The purpose of this Agreement is to implement the development strategies identified in the Zone Strategic Plan as outlined in the Corporation's proposal (Attachment #)

The Parties will carry out their respective obligations as outlined in the Workplan and as detailed in the Target Schedule,(appendix #) to fulfill the following functions:

- i. Leadership role in the development and implementation of zonal strategic economic plan;
- ii. Coordinate business development support;
- iii. Support organizations and communities within the zone;
- iv. Coordinate social and economic initiatives relating to economic development;
- v. Promote public participation and community education;

4.0 ORGANIZATIONAL STRUCTURE OF Corporation

4.1 BY-LAWS

The Corporation will operate according to the Articles of Association, file number XXYY with the Registrar of Companies, Government of Newfoundland and Labrador, and according to the By-laws with the following provisions:

- i. The Corporation represents the territory and communities referenced in **Appendix 1**.
- ii. By-laws that affect the representative structure of the Corporation may be changed only upon mutual agreement of the parties to this agreement.

- iii The parties will be bound only by the policies of the Corporation that have already been agreed to in writing and contained in the respective files of the parties. Where no agreement exists the Corporation will be solely responsible for any obligations contained in these policies.

5.0 WORKPLAN

(Government and corporation inputs must be developed consistent with the five functions identified earlier in the contract as they apply to the strategies identified in the strategic plan. Only where it is obvious that no other implementing agency exists will the parties to this agreement undertake individual initiatives.)

6.0 FINANCIAL FRAMEWORK

6.1 Budget

Subject to all other provisions of this Agreement, the SRDA Management Committee will make a contribution to the Corporation to offset some of the eligible operating costs of the Corporation, in accordance with the Budget (**Appendix 2**), up to a maximum of \$(amount)

6.2 Payment Schedule

This will be a five year agreement with annual evaluations determining the continuation of the contract and funding levels.

- (a) Upon execution of this agreement by the parties an advance payment of 70 percent of the agreed upon funding for year one will be issued to the Corporation.
- (b) The final payment of 30 percent will be issued upon receipt of a financial statement by the SRDA Management Committee showing disbursement of at least 60 percent of the total budget . This statement must be certified by an officer of the Corporation and an agent of the SRDA Management Committee outlining the actual eligible operating costs incurred, pursuant to 7.1.
- (c) An unaudited financial statement of the total funding provided in each year will be required prior to receiving funding for each successive year.

7.0 MONITORING AND EVALUATION

7.1 Monitoring Procedures

Monitoring by the SRDA Management Committee will be based upon progress reports prepared by the REDB, in cooperation with a representative of the SRDA Management Committee, at three month intervals. These progress reports should be submitted to the SRDA Management Committee in paper and electronic form. These reports will contain updates in the following areas:

- board activities (as per Statement of Work)
- cash flows
- project schedules (time lines)
- board membership / staff changes
- partnerships / third party relationships
- proposed activities
- problem areas

7.2 Evaluation Procedures

(to be determined in accordance with the workplan)

8.0 INFORMATION REQUIREMENTS

- 8.1** During the period of this Agreement, the Corporation shall provide the SRDA Management Committee with such other information concerning its activities which the SRDA Management Committee may request from time to time in order to determine whether the Corporation is observing and performing the terms and conditions of this Agreement.
- 8.2** The Corporation shall keep proper books and records pertaining to the financial management of funds received under the SRDA during the funding period and shall retain and make available such records for audit and inspection by the SRDA Management Committee for the period of this Agreement.

9.0 DEFAULT PROVISION

- 9.1** The following constitute Events of Default::
- (a) the Parties are in breach of the performance of, or compliance with, any term, condition or obligation on their part to be observed or performed;
 - (b) any representation or warranty made by the Parties is not true and accurate;
 - (c) the Parties have submitted false or misleading information to one another;
 - (d) the Parties cease operations;
 - (e) the Corporation becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
 - (f) an order is made or resolution passed for the winding up of the Corporation, or the Corporation is dissolved.
 - (g) a decision delivered under the Dispute Resolution Clause of this agreement identifying that one of the party's are in default.
- 9.2** If
- (a) an Event of Default specified in paragraph 9.1(d), (e), (f) or (g) has occurred, or
 - (b) an Event of Default specified in paragraph 9.1(a), (b) or (c) has occurred and has not been remedied within such period of time as may be specified by the non-offending party in a notice of default sent to the offending party, or a plan satisfactory to the non-offending party to remedy such Event of Default has not been put into place within such time period, the parties concerned may exercise any of the following remedies in addition to any remedies otherwise available:
 - (i) terminate any obligation by the SRDA Management Committee to provide funding pursuant to paragraph 6 herein to the Corporation, including any obligation to pay an amount owing prior to the date of such termination;

- (ii) require the Corporation to repay any advances of the contribution which are not required by it to pay for commitments made for eligible operating costs made prior to the date of receipt of the notice to repay.
 - (iii) terminate any obligation by the Corporation.
 - (iii) terminate the contract.
- 9.3** In the event that the SRDA Management Committee gives the Corporation notice of default pursuant to paragraph 9.2(b), the SRDA Management Committee shall have no obligation to make any further payment under this Agreement prior to the end of the period given to the Corporation to remedy the Event of Default.
- 9.4** The Corporation acknowledges the public policy objectives served by The SRDA Management Committee's agreement to make the contribution, that the contribution comes from public monies and, therefore, that it is fair and reasonable that the SRDA Management Committee be entitled to exercise either or both of the remedies provided for in this Agreement and to do so in the manner provided for in this Agreement, if an Event of Default occurs.
- 9.5** In the event the Corporation gives the SRDA Management Committee notice of default pursuant to paragraph 9.2 the Corporation will have no authority to expend any remaining funds under the Agreement, other than those funds necessary to protect its assets and pursue the Notice of Default.

10.0 DISPUTE RESOLUTION

10.1 Dispute Resolution

In the event of a dispute between the parties concerning any obligations or actions outlined in this Contract, the following dispute resolution process will be available.

- i. The Parties must first pursue informal investigation and discussion within a period of 10 days of first notification of the dispute.
- ii. Should an impasse be reached and further action desired, a mediator from the Department of Employment and Labour Relations, Labour Relations Division, will be appointed to mediate the dispute.
- iii. If no resolution is reached through mediation, the dispute will be referred to a mutually agreed upon arbitrator. The arbitrator's decision will be non-binding and will be made part of the public record. If costs are incurred, they will be shared equally by the Corporation and the SRDA
- iv. Any arbitration shall be limited to issues of fact consented to by the parties and shall not be construed to allow the arbitrator to resolve any substantive public law questions including ministerial discretion matters.

11.0 NOTICE

11.1 Where in this Agreement any notice is required to be given, it shall be in writing and shall be effectively given if delivered or if sent by ordinary or registered mail, by telegram, fax or e-mail addressed to the party for whom it is intended. Any notice shall be deemed to have been received on delivery; any notice sent by telegram, fax or e-mail shall be deemed to have been received one working day after being sent; any notice mailed shall be deemed to have been received eight (8) calendar days after being mailed.

11.2 Any notice or correspondence to the SRDA Management Committee shall be addressed to:

Strategic Regional Diversification Agreement
(Address)

or as otherwise specified in writing by the SRDA Management Committee.

11.3 Any notice or correspondence to the Corporation shall be addressed to:

Corporation Name & Address

or as otherwise specified in writing by the Corporation.

12.0 TERM

The term of this Agreement shall be from _____ until _____, or such other
Month/D/Y Month/D/Y

date mutually agreed to in writing by the participants.

13.0 GENERAL CONDITIONS

13.1 No amendment of the Agreement nor any waiver of its terms shall be deemed valid unless made in writing and signed by the parties hereto.

13.2 No member of the House of Commons or House of Assembly shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

13.3 The Corporation shall indemnify and save harmless SRDA Management Committee and Government from and against all claims, losses, damages, costs and expenses relating to any injury to, or death of, a person or loss or damage to property caused or alleged to be caused by the Corporation or its servants or agents in carrying out the Corporation's activities.

13.4 The benefit of this Agreement shall not be assigned by the Corporation in whole or in part without the prior written consent of SRDA Management Committee and any assignment made without that consent is void and of no effect.

13.5 The Corporation shall, in the procurement of goods and services in relation to the conduct of Corporation activities, use its best efforts to achieve best value. The Corporation shall, whenever feasible and cost-effective, use the competitive bidding process in procuring goods and services.

- 13.6 The Corporation shall ensure that in any and all publications referring to the Corporation activities, there is included an appropriate acknowledgement, in terms satisfactory to the SRDA Management Committee, of the SRDA's contributions. The Corporation shall notify the SRDA Management Committee in advance of all such publications.
- 13.7 The Corporation confirms that no former holder of a public office in the Government of Canada or the Government of Newfoundland and Labrador will obtain any direct or indirect benefit from this Agreement or, that if he/she does, he/she has satisfied the requirement of the Conflict of Interest Code governing employees who have left the public service.
- 13.8 In the event that any provision of this Agreement is invalid, unenforceable or illegal, it shall be severed from the Agreement and the Agreement shall be read as if that provision were not part of it and unless the severance of that provision substantially frustrates the intention of the Agreement, the invalidity, unenforceability or illegality shall not affect any other provision of this Agreement.
- 13.9 This Agreement is binding upon the Government of Canada and the Government of Newfoundland and Labrador and the Corporation and their successors and assigns.

IN WITNESS WHEREOF this Agreement has been executed on behalf of the Government of Canada and the Government of Newfoundland and Labrador and on behalf of the ____ Economic Development Corporation this day of

Month/D/Y

IN THE PRESENCE OF:

THE GOVERNMENT OF CANADA

Minister,
Atlantic Canada Opportunities Agency,
or Designate

Witness

THE GOVERNMENT OF NEWFOUNDLAND AND LABRADOR

Minister,
Department of Development and Rural Renewal,
or Designate

Witness

THE _____ ECONOMIC DEVELOPMENT CORPORATION

Chair, Corporation

Witness

Vice Chair, Corporation

Witness

Date (Month/D/Y)

Bibliography

Community Matters: The New Regional Economic Development (Report of the Task Force on Community Economic Development in Newfoundland and Labrador), 1995.

Government of Newfoundland and Labrador. *People, Partners and Prosperity: A Strategic Social Plan for Newfoundland and Labrador*. St. John's: The Queen's Printer, 1998.

