

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE MINISTRY OF SOCIAL AFFAIRS AND SOCIAL SECURITY OF THE
GOVERNMENT OF THE REPUBLIC OF ICELAND
(the "SASS")

AND

THE DEPARTMENT OF LABOUR AND IMMIGRATION (LIM) OF THE GOVERNMENT
OF MANITOBA, CANADA
("LIM")

CONCERNING: MANITOBA – ICELAND LABOUR COOPERATION AGREEMENT

March 5, 2009

WHEREAS the mandate of the SASS is to promote gainful employment opportunities, develop human resources, protect workers and their welfare.

WHEREAS the mandate of LIM is to protect workers through the enforcement of legislation governing employment standards, workplace health and safety, and employment service agencies, and to contribute to the economic and demographic growth of Manitoba through the implementation of provincial immigration, settlement, labour market and cultural integration strategies, programs and services.

WHEREAS the SASS and LIM recognize that matching workers in Iceland to Manitoba employers for direct employment in their companies in Manitoba advances the goals and objectives of each department's respective mandate.

THEREFORE jointly agree to work together to assist interested Manitoba employers to recruit workers from Iceland in an orderly and effective manner.

1. Nothing in this MOU will be construed as legally binding.

COOPERATION PRIORITIES

2. In facilitating this MOU, SASS and LIM will make all reasonable efforts to ensure the orderly, ethical recruitment and migration of workers from Iceland to Manitoba.

INFORMATION EXCHANGE

2. The SASS and LIM will cooperate to facilitate linkages between registered Manitoba employers and Icelandic workers through processes which ensure transparency among all participants in the recruitment process.

3. Manitoba employers will supply the SASS with labour request approved by LIM detailing their labour request.

RECRUITMENT AND SELECTION OF WORKERS

4. The recruitment of workers to Manitoba through this MOU will be coordinated through LIM and the SASS. Manitoba employers wishing to recruit workers from Iceland will be required to first register and be approved by LIM and abide by all applicable Canada and Manitoba labour and immigration legislation.

5. The SASS will pre-screen, select and provide Manitoba employers and LIM with the names and information on the relevant skills, experience and qualifications of Icelandic workers who wish to be employed in Manitoba.

6. Icelandic workers offered jobs by Manitoba employers may apply for temporary work permits to work for a specified period of time in Manitoba. Icelandic workers may be eligible to apply for Manitoba Provincial Nominee Program once they have worked in Manitoba for six months.

COST OF RECRUITMENT OF WORKERS

7. In accordance with Manitoba's labour legislation, the SASS and LIM will ensure that no Icelandic worker is charged directly or indirectly any recruitment fees related to working for a Manitoba employer. LIM and SASS will ensure that any costs related to the recruitment of workers is borne by the Manitoba employer.

OFFERS OF EMPLOYMENT AND LABOUR CONTRACTS

8. The SASS and LIM will require all employers to provide a labour request and an employment contract to LIM and SASS for participation in this initiative.

PROTECTION OF WORKERS

9. LIM will endeavour to ensure the protection and welfare of Icelandic workers recruited to work in Manitoba under this MOU under applicable Canadian and Manitoba laws.

COSTS

10. Unless otherwise agreed in writing by both parties, the SASS and LIM will each bear their own costs resulting from their participation in activities carried out in the furtherance of the purpose of this MOU.

PRIVACY

11. The SASS and LIM will comply with any applicable privacy legislation in their jurisdiction regarding any personal information they receive about individuals from both countries pursuant to this MOU. This provision will survive the termination of this MOU.

CONFIDENTIALITY OF SENSITIVE INFORMATION THAT IS NOT PERSONAL INFORMATION

12. The SASS and LIM agree not to disclose any information or documents which comes to its knowledge or into its possession by reason of this MOU which the other party has explicitly or implicitly indicated is confidential unless otherwise required pursuant to judicial or legislative authority in the respective jurisdictions. This provision will survive termination of this MOU.

EFFECTIVE DATE, AMENDMENT AND TERMINATION

13. This MOU will come into effect on the date it is signed by the authorized persons and will remain in effect until terminated by the SASS or LIM.

14. The MOU may be amended with the mutual written consent of the SASS and LIM. Any such amendments will come into effect on the date determined by the SASS and LIM in writing.

15. Either the SASS or LIM may notify the other party in writing of its intent to terminate this MOU at least thirty (30) days in advance of such termination.

16. A working group will begin to develop working guidelines after the MOU has come into force. The guidelines will provide instructions for the operation of the MOU and will guide interested parties on how the MOU works.

17. NOTICE: any notice under this MOU may be sent to the following by letter, email or facsimile:

For LIM:

Ben Rempel
Assistant Deputy Minister
Immigration and Multiculturalism Division
Manitoba Labour and Immigration
9-213 Notre Dame Avenue
Winnipeg, Manitoba, Canada
R3B 1N3
Phone: 204.945.8310
Fax: 204.948.2882
Email: ben.rempel@gov.mb.ca

For SASS:

Gissur Pétursson
Director, Directorate of Labour
Hafnarhús v/Tryggvagötu 15 Reykjavik Iceland
Phone: 354.515.4800
Fax: 354.511.2520
Email: gissur.petursson@vmst.is

Signed in duplicate, at Reykjavik, Iceland, this 5th day of March, 2009.

Original Signed By
THE HONOURABLE ÁSTA R. JÓHANNESDÓTTIR
MINISTER OF SOCIAL AFFAIRS AND SOCIAL SECURITY
REPUBLIC OF ICELAND

For the Government of the Republic of Iceland

Original Signed By:
THE HONOURABLE NANCY ALLAN
MINISTER OF LABOUR AND IMMIGRATION
PROVINCE OF MANITOBA, CANADA

For the Government of the Province of Manitoba, Canada