

**AGREEMENT ON LABOUR COOPERATION**

**BETWEEN**

**CANADA**

**AND**

**HASHEMITE KINGDOM OF JORDAN**

**PREAMBLE**

**CANADA** and **THE HASHEMITE KINGDOM OF JORDAN** (Jordan) hereinafter referred to as the “Parties”:

**RECALLING** their desire in the *Free Trade Agreement between Canada and the Hashemite Kingdom of Jordan* (CJFTA) to:

- protect, enhance and enforce basic workers' rights;
- strengthen cooperation on labour matters; and
- build on their respective international commitments on labour matters;

**SEEKING** to complement the economic opportunities created by the CJFTA with human resource development, protection of basic workers' rights, labour-management cooperation and continuous learning that characterize high-productivity economies;

**REAFFIRMING** the obligations of both countries as members of the International Labour Organization (ILO) and their commitments to the *ILO Declaration on Fundamental Principles and Rights at Work* and its Follow-Up (1998) (ILO 1998 Declaration);

**AFFIRMING** their continuing respect for each other's Constitution and law;

**DESIRING** to build on their respective international commitments;

**RECOGNIZING** the importance of mutual cooperation to strengthen actions on labour matters, including by:

- encouraging consultation and dialogue between labour, business and government;
- encouraging employers and employees in each country to comply with labour laws and to work together in maintaining a fair, safe and healthy working environment; and

**RECOGNIZING** the importance of protections for the labour rights of migrant workers;

**RECOGNIZING** the importance of encouraging voluntary practices of corporate social responsibility within their territories or jurisdictions, to ensure coherence between labour and economic objectives; and

**BUILDING** on existing institutions and mechanisms in Canada and Jordan to achieve the preceding economic and social goals;

**HAVE AGREED** as follows:

## **PART ONE**

### **Obligations**

#### **Article 1: General Commitments**

1. Each Party shall ensure that its labour law and practices embody and provide protection for the following internationally recognized labour principles and rights:
  - (a) freedom of association and the right to collective bargaining (including protection of the right to organize and the right to strike);
  - (b) the elimination of all forms of forced or compulsory labour;
  - (c) the effective abolition of child labour (including protections for children and young persons);
  - (d) the elimination of discrimination in respect of employment and occupation (including equal pay for women and men);
  - (e) acceptable minimum employment standards, such as minimum wages and overtime pay, for wage earners, including those not covered by collective agreements;
  - (f) the prevention of occupational injuries and illnesses;
  - (g) compensation in cases of occupational injuries or illnesses; and
  - (h) non-discrimination in respect of working conditions for migrant workers.
  
2. To the extent that the principles and rights stated above relate to the ILO, paragraphs (a) to (d) refer only to the ILO 1998 Declaration, whereas the rights stated in paragraphs (e), (f), (g) and (h) more closely relate to the ILO's Decent Work Agenda.

## **Article 2: Non-Derogation**

Each Party shall not, as a means to encourage trade or investment, waive or otherwise derogate from, or offer to waive or otherwise derogate from, its labour laws in a manner that weakens or reduces adherence to the internationally recognized labour principles and rights referred to in Article 1.

## **Article 3: Government Enforcement Action**

1. Each Party shall, through the framework of its national legislation and judicial system, promote compliance with and effectively enforce its labour law by taking appropriate government action, such as:

- (a) establishing and maintaining effective labour inspection divisions, including by appointing and training inspectors;
- (b) monitoring compliance and investigating suspected violations, including through on-site inspections;
- (c) requiring record keeping and reporting;
- (d) encouraging the establishment of worker-management committees to address labour regulation of the workplace;
- (e) providing or encouraging mediation, conciliation and arbitration services; and
- (f) initiating, in a timely manner, proceedings to seek appropriate sanctions or remedies for violations of its labour law.

2. Each Party shall ensure that its competent authorities give due consideration, in accordance with its law, to any request by an employer, employee or their representatives, or other interested person, for an investigation of an alleged violation of the Party's labour law.

#### **Article 4: Private Action**

Each Party shall ensure that a person with a legally-recognized interest under its labour law has appropriate access through its domestic legislation and judicial system to administrative or tribunal proceedings which can enforce and give effect to the rights protected by such law, including by granting effective remedies for any breaches of such law.

#### **Article 5: Procedural Guarantees**

1. Each Party shall ensure that proceedings referred to in subparagraphs (1)(b) and (f) of Article 3 and Article 4 are fair, equitable and transparent and respect due process of law, and to this end shall provide that:

- (a) persons who conduct such proceedings are impartial and independent and do not have an interest in the outcome of the matter;
- (b) the parties to the proceedings are entitled to support or defend their respective positions and to present information or evidence;
- (c) the decision be based on such information or evidence and final decisions on the merits of the case be in writing;
- (d) the proceedings are open to the public, except where its domestic legislation and the administration of justice otherwise requires; and
- (e) the proceedings do not entail unreasonable fees or delays, and the time limits do not impede exercise of the rights.

2. Each Party shall provide that parties to such proceedings have the right, pursuant to its domestic legislation, to seek review and correction of final decisions issued in such proceedings.

## **Article 6: Public Information and Awareness**

1. Each Party shall ensure that its labour law, regulations, procedures and administrative rulings of general application respecting any matter covered by this Agreement are promptly published or otherwise made available in such a manner as to enable interested persons and the other Party to become acquainted with them.
  
2. When so required by its law, each Party shall:
  - (a) publish in advance any such measure that it proposes to adopt; and
  - (b) provide interested persons a reasonable opportunity to comment on such proposed measures.
  
3. Each Party shall promote public awareness of its labour laws, including by:
  - (a) ensuring the availability of public information related to its labour laws and enforcement and compliance procedures; and
  - (b) encouraging education of the public regarding its labour laws.

## **PART TWO**

### **Institutional Mechanisms**

#### **Article 7: Ministerial Council**

1. The Parties hereby establish a Ministerial Council comprised of Ministers responsible for labour affairs of the Parties or their designees.
2. The Council shall meet within the first year after the date of entry into force of this Agreement and thereafter as often as it considers necessary to discuss matters of common interest, to oversee the implementation of the Agreement and review progress under it.
3. Unless the Parties otherwise jointly decide, each meeting of the Council shall include a session at which members of the Council have an opportunity to meet with the public to discuss matters relating to the implementation of this Agreement.
4. The Council may consider any matter within the scope of this Agreement and take such other action in the exercise of its functions as the Parties may jointly decide, including:
  - (a) establishing, and assigning responsibilities to, committees, working groups or expert groups; and
  - (b) seeking the advice of independent experts
5. The Council shall review the operation and effectiveness of the Agreement, including the degree to which progress has been made in implementing the objectives of this Agreement, within five years after the date of entry into force of the Agreement and thereafter within such other period as may be directed by the Council. The Council may call upon one or more independent experts to conduct the review and shall cooperate with the expert or experts in the preparation of the report. Unless the Council directs otherwise, such review:
  - (a) shall include a literature review, information provided by the Parties and consultation with members of the public, including representatives of labour and business organizations;

- (b) may make recommendations for the future; and,
- (c) shall be concluded within 180 days of its commencement and made public 30 days thereafter, along with a joint statement by the Council.

### **Article 8: Cooperative Activities**

1. The Parties shall develop a framework for cooperative labour activities for the promotion of the objectives of this Agreement that defines specific projects and programs and their timeframes, including technical assistance programs designed to build capacity and to achieve high labour standards. To the extent possible, such activities shall be linked to any recommendations in any Ministerial Council report referred to in Article 7. An indicative list of areas of possible cooperation between the Parties is set out in Annex 1 to this Agreement.

2. In implementing the framework, the Parties may, commensurate with the availability of resources of each Party, cooperate through:

- (a) technical assistance programs, including by providing human, technical, and material resources, as appropriate;
- (b) exchange of official delegations, professionals, and specialists, including through study visits and other technical exchanges;
- (c) exchange of information on standards, regulations, procedures, and best practices;
- (d) exchange or development of pertinent studies, publications, and monographs;
- (e) joint conferences, seminars, workshops, meetings, training sessions, and outreach and education programs;



- (f) development of joint research projects, studies, and reports, whereby expertise from independent specialists may be solicited;
- (g) exchanges on technical labour matters, including through the use of expertise from academic institutions and other similar entities;
- (h) exchanges on technology issues, including information systems; and
- (i) any other means to which the Parties may agree.

3. The Parties shall carry out the cooperative activities with due regard for the priorities and needs of each Party, as well as the economic, social, cultural and legislative differences between them.

#### **Article 9: National Mechanisms**

1. Each Party may convene a new, or consult an existing, national labour advisory or consultative committee, comprising members of its public, including representatives of its labour and business organizations, to provide views on any issues related to this Agreement.

2. Each Party shall establish a National Administrative Office (NAO) within its governmental department responsible for labour affairs and provide to the other Parties its contact information through diplomatic channels.

3. The NAO shall serve as a point of contact with the other Party and perform such functions as are assigned by the Parties or the Council, as well as:

- (a) coordinate cooperative programs and activities;
- (b) provide information to the other Party, the Review Panels and the public;

- (c) receive, accept and review public communications, in accordance with domestic procedures, that are raised by a national of the Party or by an enterprise or organization established in the territory of the Party pertaining to any matters related to this Agreement that arise in the territory of the other Party.

4. Each Party shall, in a cooperative and mutually supportive manner, and as provided for in Annex 2, develop domestic procedures for receipt, acceptance and review of public communications and shall strive to harmonize them as much as possible.

#### **Article 10: General Consultations**

1. The Parties shall at all times endeavour to agree on the interpretation and application of this Agreement.

2. The Parties shall make every attempt, including through cooperation, consultations and the exchange of information, to address any matter that might affect its operation.

## **PART THREE**

### **Procedures for Review of Obligations**

#### **Article 11: Ministerial Consultations**

1. A Party may request in writing consultations with the other Party at the ministerial level regarding any obligation under this Agreement.
2. The Party that is the object of the request shall respond within 60 days, or within such other period as the Parties may agree.
3. To facilitate discussion of the matters under consideration and assist in arriving at a mutually satisfactory resolution:
  - (a) each Party shall provide the other with sufficient information in its possession to allow a full examination of the matters raised, subject to any domestic legislation regarding confidential personal and commercial information;
  - (b) either Party may call upon one or more independent experts to prepare a report. The Parties shall make every effort to agree upon the selection of the expert or experts and cooperate with the expert or experts in the preparation of the report. Any report shall be made public within 60 days of its receipt by the Parties, along with any joint statement by the Parties.
4. Ministerial consultations shall be concluded no later than 180 days after the request unless the Parties agree to another date.

## **Article 12: Establishment of Review Panel**

1. The Party that requested the Ministerial Consultations may request that a review panel be established if it considers the consultations have not satisfactorily addressed the matter and that:

- (a) the matter is trade-related; and
- (b) the other Party has failed to comply with its obligations under this agreement through:
  - (i) a persistent pattern of failure to effectively enforce its labour law; or
  - (ii) failure to comply with its obligations under Articles 1 and 2 to the extent that they refer to the ILO 1998 Declaration.

2. Unless otherwise agreed by the Parties, a panel comprised of three independent experts, including a chairperson who is not a national of either Party, shall be established in a manner consistent with the criteria and procedures set out in Annex 3.

## **Article 13: Conduct of Review and Reports**

1. Unless the Parties otherwise agree, the panel shall perform its functions in accordance with the provisions of this Part, Annex 3 and the Model Rules of Procedure. The panel:

- (a) shall determine, within 30 days of confirmation of its terms of reference, whether the matter is trade-related and cease its functions if it determines that the matter is not trade-related;
- (b) shall provide the Parties with sufficient opportunity to make written and oral submissions to the panel;

- (c) may invite or receive and consider written submissions and any other information from organisations, institutions, the public and persons with relevant information or expertise; and
- (d) shall hold proceedings that are open to the public, except to the extent necessary to protect information in accordance with Article 16 and the Model Rules of Procedure.

2. The panel shall present to the Parties a report that:

- (a) makes findings of fact;
- (b) addresses all facts, views and arguments submitted by the Parties and any relevant information before it pursuant to subparagraph (1)(c);
- (c) determines whether the Party that is the object of the review has engaged in non-compliance through a persistent pattern of failure to effectively enforce its labour law or failure to comply with its obligations under Articles 1 and 2 to the extent that they refer to the ILO 1998 Declaration, or any other determination requested in the terms of reference; and
- (d) makes recommendations for resolution of any non-compliance determined under subparagraph (2)(c), which normally shall be that the Party that is the object of the review adopt and implement an action plan sufficient to remedy the pattern of non-compliance.

3. The panel shall present its initial report to the Parties within 120 days after the last panelist is selected unless the panel extends the time period by up to a further 60 days or the Model Rules of Procedure otherwise provide. If the panel extends the time period, it shall first give written notice to both Parties setting out the reasons for the extension of time. The initial report shall remain confidential.

4. Either Party may submit written comments to the panel on its initial report within 30 days of presentation of the report or within such other period as the Parties may agree. After considering such written comments, the panel, on its own initiative or on the request of either Party, may reconsider its report and make any further examination that it considers appropriate.
5. The panel shall present to the Parties a final report within 60 days of the presentation of the initial report, unless the Parties otherwise agree.
6. If, in its final report, a review panel determines that there has been non-compliance within the meaning of subparagraph (2)(c) of Article 13, the Parties may agree on a mutually satisfactory action plan to implement the panel's recommendations.
7. The final report along with any comments by the Parties and any agreed upon action plan shall be made public in the three official languages within 60 days of receipt of the report, or such longer period as the Parties may agree.
8. Following the release of a final report that determines that there has been non-compliance, the requesting Party may request in writing that the panel be reconvened with a view to determining whether or not a monetary assessment needs to be set and paid in accordance with Annex 4.

## **PART FOUR**

### **General Provisions**

#### **Article 14: Enforcement Principle**

Nothing in this Agreement shall be construed to empower a Party's authorities to undertake labour law enforcement activities in the territory of the other Party.

#### **Article 15: Private Rights**

Neither Party may provide for a right of action under its domestic law against the other Party on the ground that the other Party has acted in a manner inconsistent with this Agreement.

#### **Article 16: Protection of Information**

1. A Party that receives information identified by the other Party as confidential personal or confidential commercial information shall protect such information as confidential.
2. A review panel that receives confidential personal or confidential commercial information under this Agreement shall treat it in accordance with the Model Rules of Procedure.

#### **Article 17: Cooperation with International and Regional Organisations**

The Parties may establish cooperative arrangements with the International Labour Organization and other competent international and regional organisations to draw on their expertise and resources to achieve the objectives of this Agreement.

## Article 18: Definitions

For purposes of this Agreement:

- (a) A Party has not failed to “**effectively enforce its labour law**” or comply with Article 3 in a particular case where the action or inaction by agencies or officials of that Party:
  - (i) reflects a reasonable exercise of the agency's or the official's discretion with respect to investigatory, prosecutorial, regulatory or compliance matters, or
  - (ii) results from *bona fide* decisions to allocate resources to enforcement in respect of other labour matters determined to have higher priorities;
- (b) **days** means calendar days, including weekends and holidays;
- (c) **enterprise** means any entity constituted or organized under applicable law, whether or not for profit, and whether privately-owned or governmentally-owned, including any corporation, trust, partnership, sole proprietorship, joint venture or other association;
- (d) **labour law** means laws, regulations and jurisprudence that implement and protect the labour principles and rights set out in Article 1;
- (e) **national** means:
  - (i) with respect to Canada, a permanent resident of Canada or a citizen of Canada under the laws of Canada,
  - (ii) with respect to Jordan, a permanent resident of Jordan or a citizen of Jordan under the legislation of Jordan;



- (f) **persistent pattern** means a sustained or recurring course of action or inaction beginning after the date of entry into force of this Agreement, and does not include a single instance or case;
- (g) **person** means a natural person, an enterprise, or an organization of employers or workers;
- (h) **province** means a province of Canada, and includes the Yukon, the Northwest Territories and Nunavut;
- (i) **territory** means:
  - (i) with respect to Canada, a) its land territory, internal waters, territorial sea, including the air space above these areas; b) the exclusive economic zone of Canada, as determined by its domestic law, consistent with Part V of the *United Nations Convention on the Law of the Sea* of 10 December 1982 (UNCLOS); and c) the continental shelf of Canada, as determined by its domestic law, consistent with Part VI of UNCLOS, and
  - (ii) with respect to Jordan, the land territory, air space, internal waters and territorial sea over which Jordan exercises sovereignty.

## **PART FIVE**

### **Final Provisions**

#### **Article 19: Annexes**

The Annexes to this Agreement constitute an integral part of the Agreement.

#### **Article 20: Official Languages**

The official languages for the purposes of this Agreement shall be Arabic, English and French.

#### **Article 21: Entry into Force**

Each Party shall notify the other Party in writing of the completion of the domestic procedures required for the entry into force of this Agreement. Unless the Parties agree otherwise, this Agreement shall enter into force from the date of the second of these notifications or the date that the Free Trade Agreement between Canada and the Hashemite Kingdom of Jordan enters into force, whichever is later.

#### **Article 22: Amendments**

1. At the request of either Party, the Parties shall meet with a view to reviewing and amending this Agreement to reflect developments in their multilateral or bilateral relations on matters covered by this Agreement.
2. The Parties shall agree in writing to any amendment to this Agreement. Each Party shall notify the other Party in writing of the completion of the domestic procedures required for the entry into force of the Amendment. Unless the Parties agree otherwise, the Amendment shall enter into force from the date of the second of these notifications.

**Article 23: Termination**

1. This Agreement shall remain in force as long as the CJFTA continues in force. Should the CJFTA be terminated, either Party may terminate this Agreement by giving written notice to the other Party. Such termination shall take effect 14 days after the date of the receipt of the written notice, or such later date as specified in the notice.
2. This Agreement may terminate upon the mutual written agreement of the Parties and upon such conditions and within such timeframe as may be mutually agreed upon.

**IN WITNESS WHEREOF** the undersigned, being duly authorised thereto, have signed this Agreement.

**DONE** in duplicate at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ 2009, in the English, French and Arabic languages, each version being equally authentic.

\_\_\_\_\_  
**FOR CANADA**

\_\_\_\_\_  
**FOR THE HASHEMITE KINGDOM  
OF JORDAN**

## ANNEX 1

### Cooperative Activities

1. The Parties have established the following indicative list of areas for cooperative activities that they may develop pursuant to Article 8:
  - (a) information sharing: exchanging of information and sharing of best practices on issues of common interest and on relevant events, activities, and initiatives organized in their respective territories;
  - (b) labour information systems: gathering, analysis and management of labour information;
  - (c) migrant workers: improving management of temporary foreign worker programs and dissemination of information regarding labour rights of migrant workers in each Party's territory;
  - (d) international forums: cooperation within international and regional forums such as the International Labour Organization on labour-related issues;
  - (e) fundamental rights and their effective application: legislation and practice related to the core elements of the ILO 1998 Declaration (freedom of association and the effective recognition of the right to collective bargaining, elimination of all forms of forced or compulsory labour, the effective abolition of child labour, and the elimination of discrimination in respect of employment and occupation);
  - (f) worst forms of child labour: legislation and practice related to compliance with ILO Convention 182;

- (g) labour administration: institutional capacity of labour ministries and tribunals;
- (h) labour inspectorates and inspection systems: methods and training to improve the level and efficiency of labour law enforcement, strengthen labour inspection systems, and help ensure compliance with labour laws;
- (i) labour relations: forms of cooperation and dispute resolution to ensure productive labour relations among workers, employers, and governments;
- (j) working conditions: mechanisms for supervising compliance with statutes and regulations pertaining to hours of work, minimum wages and overtime, occupational safety and health, and employment conditions;
- (k) gender: gender issues, including the elimination of discrimination in respect of employment and occupation;
- (l) sector councils: supporting sector councils as mechanisms for addressing human resources, skills and labour market issues;
- (m) such other matters as may promote the purposes of the Agreement.

2. In identifying areas for labour cooperation and capacity building, and in carrying out cooperative activities, each Party may consider the views of its worker and employer representatives, as well as those of other members of the public.

## ANNEX 2

### Public Communications

1. Public communication procedures of each Party regarding the acceptance of communications shall provide, inter alia:
  - (a) that communications that are trivial, frivolous or vexatious will not be accepted;
  - (b) acceptance will be based on, inter alia, information requested from the other Party necessary to make the determination under subparagraph (a);
  - (c) that the NAOs shall periodically make available a list of public communications that it has accepted for review.
  
2. Public communication procedures of each Party regarding the review of communications shall include the following criteria and procedures:
  - (a) the nature of any alleged failure to comply;
  - (b) the degree to which the concerns are trade-related;
  - (c) the extent to which other tribunals or bodies have examined the concerns raised, provided that the proceedings conform to Article 5;
  - (d) the involvement of both Parties.

## **ANNEX 3**

### **Procedures Related to Review Panels**

#### **Qualifications of Panelists**

1. Panelists shall:
  - (a) be chosen on the basis of expertise in labour matters or other appropriate disciplines, objectivity, reliability and sound judgment;
  - (b) be independent of, and not be affiliated with or take instructions from, either Party; and
  - (c) comply with a code of conduct to be established by the Parties.
  
2. If either Party believes that a panelist is in violation of the code of conduct, the Parties shall consult and, if they so agree, the panelist shall be removed and a new panelist shall be selected in accordance with the procedures set out in paragraph 4 that were used to select the panelist who was removed. The time limits shall run from the date of their agreement to remove the panelist.
  
3. Individuals may not serve as panelists with respect to a review in which they have, or a person or organization with which they are affiliated has, an interest.

#### **Panel Selection Procedures**

4. For purposes of selecting a review panel, the following procedures shall apply:
  - (a) within 20 days of the receipt of the request for the establishment of a panel, each Party shall select one panelist;

- (b) if one Party fails to select its panelist within such period, the other Party shall select the panelist from among qualified individuals who are nationals of the Party that has failed to select its panelist;
- (c) the following procedures shall apply to the selection of the chairperson:
  - (i) the Party that is the object of the review shall provide the Party that made the request with the names of three individuals who it considers to be qualified to be the chairperson. The names shall be provided no later than 20 days after the receipt of the request for the establishment of the panel,
  - (ii) the Party that made the request may choose one of the individuals to be the chairperson or, if the names were not provided or none of the individuals is acceptable, provide the Party that is the object of the review with the names of three individuals who it considers to be qualified to be the chairperson. Those names shall be provided no later than five days after receiving the names under subparagraph (i) or 25 days after the receipt of the request for the establishment of the panel,
  - (iii) the Party that is the object of the review may choose one of the three individuals to be the chairperson, no later than five days after receiving the names under subparagraph (ii), in default of which the Parties shall immediately request the Director General of the International Labour Office to appoint a chairperson within 25 days.

### **Conduct of the Panel**

5. The Parties shall, no later than one year after the entry into force of this Agreement, establish Model Rules of Procedure, which shall be used for the establishment and conduct of proceedings under Part Three. The Model Rules will include a code of conduct for the purposes of paragraph 1 and rules for the protection of information under Article 16.



6. The Parties shall agree on a separate budget for each set of panel proceedings pursuant to Articles 12 and 13. The Parties shall contribute equally to the budget, unless they agree otherwise.

7. Unless the Parties otherwise agree within 15 days of establishing the panel, the panel's terms of reference shall be:

"To examine, in light of the relevant provisions of this Agreement, whether the Party that was the object of the request has, in a trade-related matter, engaged in a persistent pattern of failure to effectively enforce its labour law or has failed to comply with its obligations under Articles 1 and 2 to the extent that they refer to the ILO 1998 Declaration, and to make findings, determinations and recommendations in accordance with paragraph 2 of Article 13."

8. A panel may not release the final report other than to the Parties. Panelists may furnish separate opinions on matters that are not the subject of unanimous agreement. A panel however may not disclose which panelists are associated with majority or minority opinions.

## ANNEX 4

### Monetary Assessments

1. The requesting Party may request in writing that the panel be reconvened with a view to determining whether or not a monetary assessment needs to be set if:
  - (a) the Parties were unable to reach an agreement on an action plan; or
  - (b) the requesting Party considers that the other Party has failed to implement the terms of the action plan.
  
2. The panel shall reconvene as soon as possible after delivery of the request and, within 90 days after being reconvened, the panel:
  - (a) shall determine whether the terms of the action plan have been implemented or the non-compliance otherwise remedied; and
  - (b) in the event of a negative determination under subparagraph a) above, the panel shall assess, with due regard to national circumstances and any other relevant factors, the estimated costs of implementing the action plan, or in the absence of an action plan, other appropriate measures to remedy the non-compliance and shall set an annual monetary assessment sufficient to implement the action plan or the other measures.
  
3. Monetary assessments shall be paid into an interest-bearing fund designated by the Council and shall be expended at the direction of the Council to implement the action plan or other appropriate measures.
  
4. On the date on which the panel determines the amount of the monetary assessment under paragraph 2, or at any time thereafter, the requesting Party may provide notice in writing to the other Party demanding payment of the monetary assessment. The monetary assessment shall be payable in equal, quarterly instalments beginning 60 days after the requesting Party provides such notice and ending upon agreement of the Parties or upon the date of any panel determination under paragraph 5.

5. If the Party that was the object of the review considers that it has eliminated the non-compliance, it may refer the matter to the panel by providing written notice to the other Party. The panel shall be reconvened within 60 days of such notice and issue its report within 90 days thereafter.

6. In Canada, the procedures for enforcement of the monetary assessment shall be the following:

- (a) Jordan may file in a court of competent jurisdiction a certified copy of a panel determination under paragraph 2 only if Canada has failed to comply with a notice provided under paragraph 4 within 180 days of it being made;
- (b) when filed, the panel determination, for purposes of enforcement, shall become an order of the court;
- (c) Jordan may take proceedings for enforcement of a panel determination that is made an order of the court, in that court, against the person in Canada against whom the panel determination is addressed in accordance with paragraph 4 of Annex 5;
- (d) proceedings to enforce a panel determination that has been made an order of the court shall be conducted in Canada by way of summary proceedings, provided that the court shall promptly refer any question of fact or any question of interpretation of the panel determination to the panel that made the determination, and the decision of the panel shall be binding on the court;
- (e) a panel determination that has been made an order of the court shall not be subject to domestic review or appeal; and
- (f) an order made by the court in proceedings to enforce a panel determination that has been made an order of the court shall not be subject to review or appeal.

7. In Jordan, the procedures shall be the following:

- (a) Canada may file in a court of competent jurisdiction a certified copy of a panel determination under paragraph 2 only if Jordan has failed to comply with a notice provided under paragraph 4 within 180 days of it being made;
- (b) when filed, for purposes of enforcement, the provisions of Jordan's Arbitration Law number 31 for the year 2001, as amended from time to time shall apply as if the panel determination were an arbitration award under that law for which the nullity period has expired and which is in accordance with the public order of the Kingdom;
- (c) Canada may take proceedings for enforcement of a panel determination against the person in Jordan against whom the panel determination is addressed;
- (d) proceedings to enforce a panel determination shall be conducted in Jordan without hearings, provided that the court shall promptly refer any question of fact or any question of interpretation of the panel determination to the panel that made the determination, and the decision of the panel shall be binding on the court; and
- (e) an order made by the court in proceedings to enforce a panel determination shall not be subject to review or appeal.

8. Any change by the Parties to the procedures adopted and maintained by each of them pursuant to this Annex that has the effect of undermining the provisions of this Annex shall be considered a breach of this Agreement.

## ANNEX 5

### Extent of Obligations

1. At the time of entry into force of this Agreement, Canada shall notify Jordan in a declaration of any provinces for which Canada is to be bound in respect of matters within their jurisdiction. The declaration shall be effective on delivery to Jordan, and shall carry no implication as to the internal distribution of powers within Canada. Canada shall notify Jordan of any modification to its declaration at any time. The amended declaration shall enter into force six months after the date of this notification.
2. Canada may not request the establishment of a review panel under Part Three at the instance of the government of a province not included in the declaration made under paragraph 1.
3. Jordan may not request the establishment of a panel under Part Three, concerning a matter related to a labour law of a province unless that province is included in the declaration made under paragraph 1.
4. Canada shall, no later than the date on which a panel is convened pursuant to Article 12 respecting a matter within the scope of paragraph 3 of this Annex, notify Jordan in writing of whether any recommendation of a panel in a report under Article 13 or any monetary assessment imposed by a panel under Annex 4 with respect to Canada shall be addressed to Her Majesty in right of Canada or to Her Majesty in right of the province concerned.
5. Canada shall use its best efforts to have as many of its provinces as possible agree to be added to the declaration.