NEWFOUNDLAND AND LABRADOR

OFFICE OF THE INFORMATION AND PRIVACY COMMISSIONER

REPORT A-2008-004

College of the North Atlantic

Summary: The Applicant applied to the College of the North Atlantic ("CNA") for access to a copy of all amendments to the Comprehensive Agreement to Establish a Campus of the College of the North Atlantic in Qatar. CNA initially responded by denying access to the records on the basis of section 24 of the *Access to Information and Protection of Privacy Act* (the "*ATIPPA*"). During informal resolution CNA agreed to release to the Applicant all of the information within the records which was proposed for release by this Office, with the severed portions being withheld under section 24. The Commissioner confirmed that the remaining information withheld by CNA was correctly severed under section 24. The Commissioner further determined that CNA had interpreted the Applicant's request reasonably, and that if further records are sought beyond those considered in this Report, the Applicant should file a new access request.

Statutes Cited: *Access to Information and Protection of Privacy Act*, S.N.L. 2002, c. A 1.1, as am. ss. 24, 49(2), 50, 60.

Authorities Cited: Newfoundland and Labrador OIPC Report 2005-002.

I BACKGROUND

[1] On 14 June 2007 the College of the North Atlantic ("CNA" or the "College") received the following request under the *Access to Information and Protection of Privacy Act* (the "*ATIPPA*"):

> *I am requesting a copy of all amendments to the Comprehensive Agreement to Establish a Campus of the College of the North Atlantic in Qatar including but not limited to amendments to the Business Plan.*
>
> *The Comprehensive Agreement stipulates:*
>
> *12.11 Entire Agreement: Amendments*
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> *This Agreement embodies the entire agreement between the Parties as to the subject matter thereof, and the Parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature which has not been set forth herein. No changes, amendments or modifications of the terms or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties. To the extent that any provision of this Agreement may be affected by changed circumstances, the Parties agree to negotiate any corresponding amendment in good faith.*
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> [underlining in original]

[2] On 13 July 2007 CNA responded to the request, refusing access to the responsive records under section 24 of the *ATIPPA*. The Applicant then proceeded to file a Request for Review with this Office, asking me to review CNA's decision to deny access to the records.

[3] During informal resolution efforts, CNA released all additional records suggested for release by this Office. However, attempts to resolve this matter informally were unsuccessful because the Applicant was of the opinion that further responsive records must exist. The Applicant requested by e-mail on 27 February 2008 a two week extension in addition to the standard two week period to prepare a formal submission. This Office advised the Applicant by e-mail on the same day that her request for an extension was granted. Both parties were notified in a letter dated 27 February 2008 that the matter was being referred to formal investigation, at which time they were given the opportunity to provide formal submissions no later than 27 March 2008.

CNA provided a submission, of which the most relevant points are summarized in this Report. The Applicant did not file a written submission.

II PUBLIC BODY'S SUBMISSION

[4] In its submission, CNA restated the request which had been received from the Applicant, noting that it had initially refused access based on section 24. CNA explained that four amendments were found to exist in accordance with section 12.11 of the Comprehensive Agreement, and these four amendments comprised the seven pages of the responsive record which were withheld under section 24. CNA noted that informal resolution discussions with this Office resulted in its decision to release the majority of the information in the responsive record, and it notes that it released a small amount of information beyond that which this Office proposed in order to achieve informal resolution. CNA stated that it took this course of action based on an understanding, communicated to CNA by this Office, that the Applicant would likely agree to resolve the matter informally if CNA complied with the severance proposal it received from this Office.

[5] CNA says that after it released the records to the Applicant as per the severance proposal of this Office, CNA received an e-mail from the Applicant dated 10 February 2008, accompanied by some scanned CNA documents suggesting, in the Applicant's words, "the anticipation of a number of amendments to the Comprehensive Agreement as early as 2003." The Applicant went on to note in the correspondence that she believes herself to have been the beneficiary of one or more such amendments. The Applicant questioned whether any other clauses were amended, "formally or otherwise." The Applicant further asked CNA to confirm that there were no other amendments to the Comprehensive Agreement as per her request, other than the information that was released following informal resolution efforts by this Office.

[6] CNA says it responded to the Applicant by letter on 22 February 2008, indicating that the records released to the Applicant contain the only formal amendments made to the Comprehensive Agreement in accordance with section 12.11, as specified by the Applicant in

her request. CNA also acknowledged in the letter that "many processes have been developed and approved by the state of Qatar by representations made to the Joint Oversight Board but they are not formal amendments made in accordance with section 12.11 of the Comprehensive Agreement."

[7] In relation to the Applicant's second question, CNA's letter of response repeated the wording of the Applicant's request, and confirmed that "as of the date of your request there are no other amendments to the Comprehensive Agreement as stipulated in section 12.11 of the Comprehensive Agreement." CNA noted that it had released to the Applicant all information from the records which the Commissioner's Office had proposed for release during informal resolution efforts.

[8] CNA then proceeded to inform the Applicant that any "changes to the Comprehensive Agreement which are not in accordance with Section 12.11 are informal in nature and require CNA to undertake a labour intensive and time consuming search." CNA suggested to the Applicant that a new access request would be warranted should she wish to pursue access to records containing information about any such informal changes. It was following receipt of this letter that the Applicant indicated her wish that the matter move to formal investigation, culminating in this Report.

[9] CNA then proceeded to summarize, as background to its use of section 24, its operations in Qatar. CNA explained that CNA-Qatar is different from its campuses in this province. There, CNA is in effect a contractor, providing services to the State of Qatar by operating a post-secondary institution in that country. Its relationship with the State of Qatar is governed by the Comprehensive Agreement referenced in the Applicant's request. CNA receives compensation for operating the CNA-Qatar campus, which is a significant revenue generator for CNA. CNA says that it is operating in a competitive environment, and needs to maintain a competitive edge in order to successfully maintain its operations in Qatar following the expiry of the current Agreement. This involves the provision of optimal service at a price equal to or better than its competitors. Furthermore, the disclosure of certain information, according to CNA, could result in increased costs and therefore lower revenue to CNA. Even though CNA agreed to exercise its

discretion to release most of the information from the amendments to the Comprehensive Agreement, for the foregoing reasons it decided to continue to apply section 24 to some information in two of the amendments.

[10] CNA then proceeded to comment that a thorough search had been conducted, and that all records matching the Applicant's request were found. CNA reiterated that it had released to the Applicant all of the information in the records which was proposed for release by this Office during informal resolution efforts, and in doing so that it had tried to bear in mind the spirit and intent of the *ATIPPA*.

[11] CNA then concluded by agreeing with the Applicant's assertion that changes have been made to the Comprehensive Agreement which were not conducted in accordance with Section 12.11 of that Agreement. In reference to its letter to the Applicant dated 22 February 2008, CNA stated its position that the records provided to the Applicant (and to this Office) were based on the wording of the request submitted to CNA.

III APPLICANT'S POSITION

[12] The Applicant was not satisfied with the proposed informal resolution, based on her belief that CNA had interpreted her request too narrowly, which resulted in certain records being considered by CNA as non-responsive to her request, and therefore not included among the records reviewed by this Office. On 26 February 2008 she requested that the file be moved to the formal investigation phase, culminating in this Report. The Applicant also requested, and was granted, a two week time extension to prepare a formal submission, however no submission was received. That being said, I have taken the liberty of summarizing the Applicant's position as outlined in e-mails she forwarded to this Office following her receipt of the final disclosure of records from CNA.

[13] After she received the records from CNA in correspondence dated 4 February 2008, with only a small amount of information severed as per the informal resolution proposal of this

Office, on 10 February 2008 the Applicant forwarded to CNA (copied to this Office) an e-mail to which she attached records which she had obtained from CNA in a previous access request. She felt that these records pointed to the existence of additional amendments to the Comprehensive Agreement not previously acknowledged by CNA in response to her request. One record is an e-mail from a senior CNA official from October 2003 in which there is a stated intention to "propose a number of changes to the CA [Comprehensive Agreement] over the coming months." The other record contains three pages, each one entitled, "Clauses in the Comprehensive Agreement to be Reconsidered." The items / clauses contained in these pages were different from those contained within the records released to the Applicant in response to her request.

[14] The Applicant implied that the items in the Comprehensive Agreement proposed for reconsideration must have been approved, because she believed herself to have been the beneficiary of one or more of them. She therefore stated that "it does not seem reasonable that the only amendments were those released as per your February 4, 2008 correspondence." She then requested that CNA "confirm that none of these clauses were amended, formally or otherwise?" She also asked CNA to

> *… confirm for me that there were no other amendments to the Comprehensive Agreement including but not limited to amendments to the Business Plan other than the seven pages (partially severed) that were released as per the recommendations of the Office of the Information and Privacy Commissioner?*

The Applicant received a letter from CNA with responses to her questions, which I will discuss below.

[15] As noted above, on 26 February 2008 the Applicant stated to this Office by e-mail that she was of the opinion that the matter could not be resolved informally. She came to this conclusion based on her belief that despite her request for a copy of all amendments to the Comprehensive Agreement, she has now learned "that there are other amendments that have not even been sent to your office for review." The Applicant drew this conclusion based on the response she received from CNA which acknowledged that there were additional changes to the

Comprehensive Agreement which were not made in accordance with the approved process for amendments set out in section 12.11 of the Comprehensive Agreement.

[16] The Applicant indicated that in quoting section 12.11 of the Comprehensive Agreement, it was not her intention to limit her request to those amendments which were "properly documented:"

> *While it is not surprising that CNA did not follow the procedures laid out in the Comprehensive Agreement, I had no way of knowing that section 12.11 had been amended formally or informally to allow for other procedures in amending the Comprehensive Agreement. Hence, my request was for a copy of all amendments.*

[17] The Applicant provided an example of an amendment which she felt would have to have been properly documented, and which would certainly be responsive to her request:

> *The amendment of* [*the*] *Comprehensive Agreement in providing for a transportation allowance for CNA-Qatar employees for example, is a budget item that would easily increase the budget by over a million dollars during a ten year period. During my time in Qatar, we were advised that this amendment was approved and as I stated in my e-mail, I was a recipient of that benefit. I understand that the Qatar campus undergoes an internal and an external audit each year and I would be shocked to learn that these amendments have never been identified for the auditors given the impact that they would have on the budgets.*

[18] The Applicant stated that "it is no advantage for me to now submit a request for all other amendments to the comprehensive agreement when I have already asked for all amendments." The Applicant referenced the eight month time frame between the date she filed her request, and the date of her receipt of the records which were sent to her as a result of the informal resolution efforts of this Office. She indicated her belief that a new request for access to the amendments which were not already provided would likely take as long to result in any disclosure, which she anticipated would be unlikely without the intervention of this Office. She also speculated that a further request of that nature would be "redundant."

IV DISCUSSION

[19] In her e-mail correspondence leading up to her decision not to accept informal resolution, the Applicant did not reference any particular dissatisfaction with the severing of the records she had already received. Her focus was on the additional records which she did not receive, which she believed to be responsive to her request. The informal resolution process resulted in the Applicant receiving almost all of the information in the records which had originally been withheld from her, and the concerns expressed by the Applicant subsequent to that disclosure were entirely focused on accessing additional records rather than the severed material in the records she had already received. Based on those facts, my focus in this review will be on that question.

[20] However, I will make a few brief comments about the application of section 24 to the information which was ultimately withheld from the Applicant. Section 24 is as follows:

> *24. (1) The head of a public body may refuse to disclose to an applicant information the disclosure of which could reasonably be expected to harm the financial or economic interests of a public body or the government of the province or the ability of the government to manage the economy, including the following information:*
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> *(a) trade secrets of a public body or the government of the province;*
>
> *(b) financial, commercial, scientific or technical information that belongs to a public body or to the government of the province and that has, or is reasonably likely to have, monetary value;*
>
> *(c) plans that relate to the management of personnel of or the administration of a public body and that have not yet been implemented or made public;*
>
> *(d) information the disclosure of which could reasonably be expected to result in the premature disclosure of a proposal or project or in undue financial loss or gain to a third party; and*
>
> *(e) information about negotiations carried on by or for a public body or the government of the province.*

[21] In this case, CNA requested that it be allowed to present its case *in camera* for its reliance on section 24. I agree not to reveal anything in my Report which could, in itself, harm the financial or economic interests of the College. Earlier in this Report, I summarized CNA's position regarding its use of section 24, wherein its argument is essentially based on the fact that it is operating in a competitive environment. CNA does not wish to reveal to competitors certain costs of providing services to the State of Qatar in operating a College in that country, because such information could be of direct benefit to a competing organization who may wish to compete with CNA upon the expiry of CNA's contract with the State of Qatar.

[22] The operation of section 24 is essentially based on a harms test. In Report 2005-002, my predecessor discussed in paragraphs 20 to 25 the harms test which is necessary for a public body to meet in order to rely on section 24. For the sake of clarity, I will reproduce those paragraphs here:

> *[20] Sections 23(1) and 24(1) authorize a public body to refuse access to a record, but they do not require a public body to refuse such access. It is not my intent, nor my mandate, to recommend that a public body exercise its discretion and release records it is authorized to withhold. The purpose of this review is to determine if the records in question fall within the exception and, if so, the exercise of discretion remains in the purview of the public body. If not, the Applicant's submission will be deemed to be well-founded and appropriate recommendations will be made.*
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> *[21] As such, I must first look to the test of harm and determine if any or all of the records would lead to harm as anticipated by sections 23(1) and 24(1) and as articulated by Executive Council. The Federal Court of Appeal in Canada Packers Inc. v. Canada (Minister of Agriculture), (1988) 53 D.L.R. (4th) 246, 1988 CarswellNat 667 (F.C.A) (eC) at paragraphs 19 and 20, has said:*
>
> > *19 What governs, I believe, in each of the three alternatives in paras. (c) and (d) is not the final verb ("result in", "prejudice" or "interfere with") but the initial verb, which is the same in each case, viz.* ***"could reasonably be expected to."*** *This implies no distinction of direct and indirect causality but only of what is reasonably to be expected and what is not. It is tempting to analogize this phrasing to the reasonable foreseeability test in tort, although of course its application is not premised on the existence of a tort.*
> >
> > *20 However, I believe the temptation to carry through the tort analogy should be resisted, particularly if Wagon Mound (No. 2), supra, is thought*

> *of as opening the door to liability for the mere possibility of foreseeable damage, as opposed to its probability. The words-in-total-context approach to statutory interpretation which this Court has followed in Lor-Wes Contracting Ltd. v. R. (1985), [1986] 1 F.C. 346, 85 D.T.C. 5310, [1985] 2 C.T.C. 79, (sub nom. Lor-Wes Contracting Ltd. v. Minister of National Revenue) 60 N.R. 321, and Cashin v. Cdn. Broadcasting Corp. (1988), 86 N.R. 24, 88 C.L.L.C. 17, 019 (Fed. C.A.) requires that we view the statutory language in these paragraphs in their total context, which must here mean particularly in light of the purpose of the Act as set out in section 2.* ***Subsection 2(1) provides a clear statement that the Act should be interpreted in the light of the principle that government information should be available to the public and that exceptions to the public's right of access should be "limited and specific." With such a mandate, I believe one must interpret the exceptions to access in paras. (c) and (d) to require a reasonable expectation of probable harm.***

[22] In considering a request for public opinion polls on the subject of national unity and constitutional reform, Rothstein, J. of the Federal Court considered similar issues in Canada (Information Commissioner) v. Canada (Prime Minister), (1993) 1 F.C. 427, 1992 CarswellNat 185 (eC). Rothstein, J. at paragraphs 119 and 121 stated:

> *119 The jurisprudence indicates that the Government or party seeking to maintain confidentiality must demonstrate its case clearly and directly. The Act itself, in subs. 2(1), states that exemptions from disclosure must be limited and specific. By inference I think it is clear that a general approach to justifying confidentiality is not envisaged.*
>
> *121 In order to distinguish between confidentiality justified by the Act and that resulting from an overly cautious approach, specific detailed evidence is required.*

[23] Rothstein, J. goes on to state at paragraphs 122 and 128:

> *122 Descriptions of possible harm, even in substantial detail, are insufficient in themselves. At the least, there must be a clear and direct linkage between the disclosure of specific information and the harm alleged. The court must be given an explanation of how or why the harm alleged would result from disclosure of specific information.*
>
> *128 …the evidence must demonstrate a probability of harm from disclosure and not just a well-intentioned but unjustifiable cautious approach to the avoidance of any risk whatsoever because of the sensitivity of the matters at issue.*

> *[24] More recently, the Nova Scotia Court of Appeal in Chesal v. Nova Scotia (Attorney General), (2003) NSCA 124, 2003 CarswellNS 396 (eC) at paragraph 38, said that "…the legislators, in requiring 'a reasonable expectation of harm', must have intended that there be more than a possibility of harm to warrant refusal to disclose a record."*
>
> *[25] The language in the ATIPPA, like other access and privacy statutes in Canada, creates a bias in favour of disclosure. By providing a specific right of access and by making that right subject only to limited and specific exceptions, the legislature has imposed a positive obligation on public bodies to release information, unless they are able to demonstrate a clear and legitimate reason for withholding it. Furthermore, the legislation places the burden squarely on the head of a public body to prove that any information that is withheld is done so appropriately and in accordance with the legislation. The jurisprudence cited above clearly supports this concept. In dealing specifically with the issue of harm, Courts have set the bar higher than a mere possibility of harm.*
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> [*emphasis in original*]

[23] My conclusion on this point will be brief, partly based on CNA's request that its argument in favour of using section 24 be held *in camera*, and partly based on the fact that the Applicant did not raise any concerns in her communications with this Office, (at the time of her decision not to accept an informal resolution), about the small amount of information which was ultimately withheld by CNA. The Applicant's decision at that stage was focused on her belief that additional records should be considered responsive to her request. In examining the information in the record, after reviewing CNA's argument in favour of section 24, and in consideration of the above cited case law, I accept that CNA has established that the disclosure of the small amount of information severed would amount to a "reasonable expectation of probable harm" to the financial or economic interests of CNA. On that basis I do not intend to make a recommendation of further disclosure from the responsive record.

[24] I will now turn my attention to the Applicant's key argument, which is that the set of responsive records is incomplete, because there have been other changes to the Comprehensive Agreement which she considers to be amendments as specified in her request. The Applicant says that her request was clearly for all amendments, and that she had no way of knowing that her decision to directly quote from section 12.11 of the Comprehensive Agreement would result in CNA's decision to view her request as being for only those amendments which were made

strictly in accordance with section 12.11, rather than for all amendments, whether made through that formal process or not.

[25] On 10 February 2008 the Applicant sent her questions to CNA about whether all of the responsive records had been identified by CNA and reviewed by this Office [see paragraph 14 above]. She received a response from CNA dated 22 February 2008, in which CNA indicated that "many processes have been developed and approved by the State of Qatar by representations made to the Joint Oversight Board but they are not formal amendments made in accordance with section 12.11 of the Comprehensive Agreement." In response to the Applicant's question as to whether there had been specific additional amendments, either formal or "otherwise," CNA responded that "CNA cannot confirm that these clauses were otherwise amended."

[26] CNA also reiterated the exact wording of the Applicant's request, wherein the Applicant requested access to "all amendments" to the Comprehensive Agreement, and wherein she also quoted directly section 12.11 of the Comprehensive Agreement, which I will repeat here:

> *12.11 Entire Agreement: Amendments*
>
> *This Agreement embodies the entire agreement between the Parties as to the subject matter thereof, and the Parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature which has not been set forth herein. No changes, amendments or modifications of the terms or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties. To the extent that any provision of this Agreement may be affected by changed circumstances, the Parties agree to negotiate any corresponding amendment in good faith.*

[27] CNA then stated, in answer to one of the Applicant's questions, that

> *As of the date of your request there are no other amendments to the Comprehensive Agreement as stipulated in section 12.11 of the Comprehensive Agreement. CNA provided you with the records found as a result of a search based on the above worded request and have release* [*sic*] *all of them as per the recommendation of the OIPC.*
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> *Changes made to the Comprehensive Agreement not made in accordance with Section 12.11 are informal in nature and require CNA to undertake a labour*

> *intensive and time consuming search. In the event you require this search to be carried out we ask you to submit a new Access to Information Request.*

[28] The Applicant had expressed the view that a further request of this nature would be "redundant." It is not clear whether she meant that it could be viewed as redundant by CNA and thus met with a claim of section 13, which allows a public body to refuse a repetitive request. Regardless, CNA has clearly invited this further request, and I am of the opinion that it would not be a repetitive request under section 13.

[29] Even if I had agreed with the Applicant that records of any informal changes or amendments should have been considered responsive to this request, there are good reasons to start fresh with a new request at this stage. Clearly, formal amendments to the Comprehensive Agreement would likely be attached in some way to the Comprehensive Agreement, which is why the search for the responsive records in this case was not an issue, because they could be easily identified. CNA has stated, however, that searching for records of more informal changes to the Comprehensive Agreement may not be as easy to locate, and may require a "labour intensive and time consuming search." Starting with a new request ensures that CNA is bound by the time lines and fee structure of a new request under the *ATIPPA.* Looking for additional records when a matter is already under review, while sometimes necessary and appropriate, is not always ideal. Any records found through an additional search, whether conducted as part of the current request, or a new request, would also be subject to any exceptions to access applied by CNA, and the Applicant may then wish this Office to review any decisions of CNA in relation to severed information. Once again, a new request, as proposed by CNA seems to me a reasonable approach which would clarify the records requested in a newly worded request, as well as ensure that the Applicant's right to file complaints about the time period of a response, fees charged, or a Request for Review about any decision to sever information would be clear.

[30] It is often said that hindsight is 20/20. In hindsight, it would have been preferable for CNA to contact the Applicant and confirm whether she was seeking only formal amendments, or whether she also wished to obtain access to records of informal changes and variations in policy and practice which were not formally approved. However, given the wording of the Applicant's request it was reasonable for CNA to interpret it as it did.

[31] On the one hand, the Applicant had no way of knowing that there had been changes to the Comprehensive Agreement which were not amendments as defined by that Agreement in section 12.11. On the other hand, the Applicant had information in her possession in the form of the records she shared with CNA and this Office on 10 February 2008 which certainly would have shown CNA that she was seeking records relating to all changes to the Comprehensive Agreement, whether formal amendments or not. If the Applicant was seeking information about certain amendments, about which she believed she had information, it would have been helpful to have shared this with CNA at the time of her request.

[32] The response of CNA to the Applicant's questions of 10 February 2008 was intended to clarify the situation, stating that in fact some changes had been made to the Comprehensive Agreement which were not formal amendments under section 12.11 of that Agreement, as referenced by the Applicant in her request. CNA then simply indicated its position that a new request would be the most appropriate approach at this point. I tend to agree.

[33] This is not a case where one party is entirely correct and another party is entirely wrong. It is not that the Applicant's point of view does not have some merit, because it does. This is a case where there appears to have been a misunderstanding of the Applicant's request, coupled with a lack of communication. As I have said, if CNA failed here in any way, it was that there was no effort to clarify the Applicant's request. CNA has argued, however, that it simply interpreted the request in good faith, but unfortunately it did not interpret the request as we now know the Applicant meant it. CNA's position also has merit. I see my role in a situation such as this as not simply agreeing or disagreeing with one party or another, but to point to the most efficient and effective means of seeing that applicants gain access to the information to which they are entitled under the *ATIPPA*.

[34] The bottom line is that there was some confusion with this Request, based on CNA's interpretation of the Applicant's wording. There is no evidence of wrongdoing or an intention to mislead, and CNA cannot be held to a standard of perfection in its response. In my view, there is no reason the Applicant should not have proceeded immediately to file a new request, as was proposed to her at the time that informal resolution efforts broke down. She would have her

response from CNA by now, and she could then decide whether it was satisfactory or whether she would rather appeal to this Office.

V CONCLUSION

[35] Having found that the College of the North Atlantic acted appropriately by releasing all records responsive to the Applicant's request to which the Applicant is entitled, it is not necessary for me to make a recommendation.

[36] Under authority of section 50 of the *ATIPPA*, I direct the head of the College of the North Atlantic to write to this Office and to the Applicant within 15 days after receiving this Commissioner's Report to indicate the College's final decision with respect to this Report.

[37] I hereby notify the Applicant that she has a right to appeal the decision of the College to the Supreme Court of Newfoundland and Labrador Trial Division in accordance with section 60. The Applicant must file this appeal within 30 days after receiving a decision of the head of the College as per paragraph 36 of this Report.

[38] Dated at St. John's, in the Province of Newfoundland and Labrador, this 8th day of May, 2008.

E. P. Ring
Information and Privacy Commissioner
Newfoundland and Labrador