

**CANADA–QUEBEC AGREEMENT
PERTAINING TO THE ST. LAWRENCE
2005-2010**

September 16, 2005

**CANADA–QUEBEC AGREEMENT PERTAINING TO
THE ST. LAWRENCE**

BETWEEN

THE GOVERNMENT OF CANADA, hereinafter referred to as “Canada”, represented by:

The Minister of the Environment, Stéphane Dion, and
The Minister of Fisheries and Oceans, Geoff Regan

AND

THE GOVERNMENT OF QUEBEC, hereinafter referred to as “Quebec, represented by:

The Minister of the Développement durable, de l’Environnement et des Parcs du Québec,
Thomas J. Mulcair, and The Minister responsible of the Affaires intergouvernementales
canadiennes, de la Francophonie canadienne, de l’Accord sur le commerce intérieur, de la
Réforme des institutions démocratiques et de l’Accès à l’information, Benoît Pelletier,

Hereinafter referred to as “the Parties”.

PREAMBLE

The governments of Canada and Quebec have been working together since 1989 to conserve, protect and restore the St. Lawrence ecosystem and recover uses of the river through the St. Lawrence Action Plan (1988–1993) and St. Lawrence Vision 2000 (1993–1998 and 1998–2003) concertation agreements.

This 15-year collaboration has produced tangible and important results in the intervention field of community involvement, agriculture, biodiversity conservation, industrial and urban rehabilitation, navigation and human health.

Through this Agreement, the governments of Canada and Quebec aim to develop an integrated management concept for the St. Lawrence and tools for implementing it, as well as to incorporate and co-ordinate the achievement of some of their commitments, and initiatives related to the St. Lawrence by building on the accomplishments of previous action plans.

The Governor in Council, pursuant to order number P.C. 2004-1239, dated October 26th, 2004, approved the present Agreement and authorizes the Ministers of the Environment and Fisheries and Oceans to sign it on behalf of Canada.

The Government of Quebec, pursuant to order number X, dated XX, 2005, approved the present Agreement and authorizes the Minister of the Développement durable, de l'Environnement et des Parcs du Québec to sign the Agreement jointly with the Minister of the Affaires intergouvernementales canadiennes, de la Francophonie canadienne, de l'Accord sur le commerce intérieur, de la Réforme des institutions démocratiques et de l'Accès à l'information on behalf of Quebec.

I. DEFINITIONS

For the needs of this agreement, unless the context indicate a different sense, “St. Lawrence” means the water, bed, riverbanks, littoral zone, wetlands and barachois, and the approximately 600 islands and archipelagos and riverine lakes from the Ontario border to the Gulf included. In particular, the indicated territory extends from the Ontario–Quebec border to Blanc Sablon on the north shore, and to Gaspé on the south shore. This area includes Anticosti Island, the Quebec portion of Chaleur Bay, the Magdalen Islands, the Saguenay Fjord and the mouths of nearly 250 tributaries that drain into the St. Lawrence River.

The "Agreement" means the Canada–Quebec Agreement pertaining to the St. Lawrence (2005–2010) and its appendices.

II. VISION

The Agreement is guided by the vision of a healthy and productive St. Lawrence ecosystem for the benefit of future generations.

III. PURPOSE OF THE AGREEMENT

The Agreement consolidates the long-standing commitment of Canada and Quebec to the conservation, protection and the valorization of the St. Lawrence ecosystem. Under the Agreement, the Parties agree to work together and with other partners to achieve the vision of the Agreement and build on the advances made under the St. Lawrence Action Plan over 15 years by promoting ecological integrity, environmentally responsible economic activities, community engagement and informed, concerted and integrated governance of the St. Lawrence.

The Agreement sets out:

- the principles guiding the Parties' actions;
- the shared goals, objectives and results;
- the administrative and management procedures;
- the roles, responsibilities and commitments of the Parties.

IV. PRINCIPLES OF THE AGREEMENT

The principles set out below will guide the actions of the Parties in accordance with the terms of the Agreement.

Ecosystem approach – Interdependence of land, air, water and living organisms, including humans, and the need to make decisions that will maximize the benefits for the entire St. Lawrence ecosystem.

Sustainable development – Social, economic and environmental issues are all taken into consideration in a manner that meets current needs without compromising the capability of future generations to meet theirs.

Precautionary principle – In order to protect the environment, the precautionary measures shall be widely applied by States according to their capabilities. Where there are risks of serious or irreversible damage, lack of absolute scientific certainty shall not be used as a reason for postponing effective measures to prevent environmental degradation (Principle 15, Rio Declaration on the Environment and Development (1992)).

V. APPENDICES TO THE AGREEMENT

The appendices are an integral part of the Agreement and define the objectives and results to be reached. More specifically, they deal with:

Integrated management of the St. Lawrence and financial commitments

Appendix A details the specific objectives, functions and responsibilities, and the deliverables expected from the Intergovernmental Working Group on Integrated management of the St. Lawrence (IWG-IMSL), which is responsible for proposing to the Agreement Management Committee a joint concept for the integrated management of the St. Lawrence, together with the tools for implementing the concept.

Intervention fields and financial commitments

Appendix B details the objectives, results and financial commitments of the Parties in relation to the identified intervention fields.

Memorandum of Understanding on Monitoring of the St. Lawrence State

Appendix C details the Monitoring program of the St. Lawrence State.

Communications

Appendix D details the objectives and management of communications under the Agreement.

Contribution agreement under the Canada–Quebec Agreement pertaining to the St. Lawrence 2005–2010

Appendix E presents the contribution agreement that details the responsibilities and engagements of Canada and Québec to ensure the achievement of certain results described in Appendix B.

The agreement model concerning the network of ObservAction of the Biosphere

The appendix F presents the model of agreement which will be used for the agreements between the Biosphere and eventual observers.

VI. ADMINISTRATION

The administration of the Agreement shall ensure the attainment of the objectives and the expected results, the effectiveness and coherence of the management, decision-making, communications and accountability aspects towards citizens, while also ensuring that the accountability of the Parties is clearly established.

i) Co-chairs of the Agreement

The Co-hairs of the Agreement are:

- For Canada, the Director General of the federal Department of the Environment supported by an Agreement Secretary;
- For Quebec, the Assistant Deputy Minister in the Direction générale des politiques of the Quebec Ministère du Développement durable, de l'Environnement et des Parcs supported by an Agreement Secretary.

Responsibilities:

The responsibilities of the Co-chairs of the Agreement are:

- to chair the Agreement Management Committee;

- to make operational decisions regarding the current administrative files;
- to ensure the establishment of mechanisms for co-ordination, meetings and secretariat services of the Agreement;
- to set up a mechanism between the federal Department of the Environment (Quebec and Ontario regions) and the Quebec Ministère du Développement durable, de l'Environnement et des Parcs, while exploring the possibility of the Ontario government participation to promote the exchange of information and collaborative action on issues of common interest to the Parties relating to the Great Lakes and St. Lawrence ecosystems. Other departments concerned may be invited to take part in the work exchanges.

ii) Agreement management Committee (AMC)

Composition:

- Members

- the two Agreement Co-chairs;
- the two Agreement secretaries;
- the representatives of the departments, agencies and other government organizations that contribute financially to the results of the Agreement described in the Appendices.

Decision-making procedures:

Decision-making within the AMC will be consensus-based whenever possible. If a consensus cannot be reached on a given topic, the decision will be then made by 6 AMC members, that is, 3 members chosen by each Party in accordance with the subject matter discussed.

- Collaborators

- representatives of other government departments and agencies or non-governmental organizations may be invited to participate in AMC meetings and Agreement-related activities with the mutual consent of AMC members.

Responsibilities:

The responsibilities of the AMC are:

- to ensure the administration of the Agreement;
- to ensure that the results set out in the Agreement are achieved by promoting concerted action among the AMC members;
- to approve annual programming of results;
- to approve the communications protocol;
- to make sure that the projects of co-operation agreements between the Biosphere and any ministry, organization, corporation, commission and scholar institutions under the responsibility of the Quebec government are in conformity with the objectives and results aimed by the agreement and are substantially in conformity with the model in appendix F.

- to review, during the term of the Agreement, the expected results and adjust them if required;
- to ensure the free exchange of data and information between the Parties while upholding copyright and intellectual property protection and complying with Quebec and federal legislation on privacy and access to information;
- to set up concertation committees to deliver the results specified in the Agreement and identify, for each committee, two co-chairs representing the Parties;
- to set up a mechanism to ensure that the concerns and views of civil society are taken into consideration in the implementation of the Agreement;
- to report on the progress achieved toward the goals and objectives set out in this Agreement, through reports published periodically;
- to recommend to the Parties to the Agreement, if necessary, amendments to the Appendices and/or the addition of appendices;
- to recommend to the Parties to the Agreement any other measures required for the full execution of the Agreement and the achievement of its objectives;
- to carry out any other mandates assigned by the Parties to the Agreement.
- to approve the work plan of the IWG-IMSL and validate the work done at various stages of the work plan;
- to approve the work of the IWG-IMSL in order to deliver the results specified in Appendix A of the Agreement and to define a mechanism for monitoring and approving the work of this group;
- to approve the documents prepared by the IWG-IMSL so that they can be submitted to the two levels of government for approval and authorization.

iii) Intergovernmental Working Group on Integrated Management of the St. Lawrence

The IWG-IMSL has started his work in December 2003 during the development of the Agreement

Composition:

- For Canada, one representative from each of the following departments: Environment Canada, Fisheries and Oceans Canada and Transport;
- For Quebec, one representative from each of the following departments: Développement durable, de l'Environnement et des Parcs, Ressources naturelles et de la Faune and Transports.

Responsibilities:

In accordance with the objectives defined in appendix A of the Agreement, the responsibilities of the Intergovernmental Working Group on Integrated Management of the St. Lawrence are:

- to develop a joint concept for the integrated management of the St. Lawrence along with implementation tools;
- to prepare document(s) for the AMC, which will be submitted to the concerned local stakeholders as part of a public consultation process, together with suitable mechanisms for consultation;

- to follow up on the consultations by analysing the results and making recommendations regarding the concept of integrated management of the St. Lawrence and implementation tools.

Upon completion of the work of the IWG-IMSL, set for 2006, and subject to the AMC's approval of the concept and the tools for implementing an integrated management approach for the St. Lawrence, the Parties undertake to agree on mechanisms for implementing an integrated management approach for the St. Lawrence, which may include a new management structure for the St. Lawrence, with all of the foregoing being subject to the authorizations of the two governments.

iv) Concertation committees

The Parties agree to share their expertise and their human and financial resources in setting up concertation committees with the aim of facilitating and harmonizing the achievement of the objectives and results presented in Appendices B, C, D, E and F. Seven concertation committees will be set up in the following fields of intervention: Community Involvement and Awareness; Ecological Integrity; Monitoring of the St. Lawrence state; Riverbanks Access; Agriculture; Navigation; and Communications.

Composition:

The concertation committees will be set up by the AMC. Except for the one devoted to Communications which is described in Appendix D, the concertation committees will be composed from representatives of the government departments and agencies responsible for the attainment of results or any other organization recognized as being able to contribute to this end. Each committee will be co-chaired by a representative from each Party.

Responsibilities of the concertation Committees:

The responsibilities of the concertation committees, except for the one devoted to Communications, which is described in Appendix D, are:

- to ensure the planning, the realization and the monitoring of activities that will allow the achievement of results under the Agreement intervention fields, presented in Appendix B;
- to ensure the information exchange, consultation and co-ordination among members of the concertation committees;
- to produce and implement a communications plan as detailed in Appendix D, in co-operation with the Communications concertation committee;
- to report to the AMC on progress made in achieving the outcomes described in Appendix B;
- to propose new relevant targets, if required, to the AMC, in the course of the present Agreement;
- to provide secretariat services for their concertation committees;
- to ensure that decisions are made by consensus of the members;
- to carry out any other task assigned by the AMC.

VII. TERM AND AMENDMENTS TO THE AGREEMENT

The Agreement shall take effect on the day it is signed by the latest of the two Parties and terminate on March 31, 2010. However, the accounting period for the investment starts on April 1, 2005. Canada or Quebec may abrogate the Agreement at an earlier date, after providing a minimum of 12 months' written notice to the other Party.

Any amendments to the provisions of the Agreement, including amendment to Appendices or addition of Appendices, shall be approved by mutual written consent of the Parties, on the recommendation of the Agreement management Committee.

VIII. DISPUTE RESOLUTION

The Parties agree to work together to prevent and settle disputes concerning the management of the Agreement.

In the case of a dispute arising from this Agreement, Canada and Quebec may give the other Party written notice of the matter at issue and provide related information and documents. Within 60 days after the receipt of a notice of dispute, Canada and Quebec shall meet to study the problem in a spirit of co-operation and collaboration.

If, after the meeting, the dispute is not settled within 120 days, or after any period set by Canada and Quebec, the latter may jointly ask a third party to study the facts with a view to mediation to settle the dispute. Each Party will assume the costs incurred for the mediation.

IX. FINANCIAL CONSIDERATIONS

Canada intends to invest \$80 783 600 over five years for the achievement of the Agreement activities described in the Appendices of this Agreement.

Quebec intends to invest \$33 349 000 over five years achievement of the Agreement activities described in the Appendices of this Agreement. This amount includes a contribution of \$2 250 000 from the federal government.

The expenses incurred by Canada and Quebec to implement the present Agreement are conditional on the Parliament of Canada and the Quebec National Assembly voting the allocation of funding for the said Agreement for the fiscal years in which the expenses will be incurred. Expenditures will also be subject to spending authorities approved by the respective treasury boards of Canada and Quebec governments.

It is agreed that the level of collaboration of each Party under this Agreement depends on the policy directions set by each department, agency or organization concerned and the availability of resources and funding.

The financial resources identified in the Appendices of this agreement could later on be the subject of readjustments in the distribution of the budgets according to the objectives, with the written consent of the Board of the Agreement Management Committee.

X. ACCOUNTABILITY

Canada and Quebec are each responsible for achieving the objectives set and managing their own budgets, and each remains solely accountable for the budgetary resources that it intends to invest, without excluding the possibility of having the other party carry out work with its written consent, under contract, agreement or an exchange of services. This agreement shall not be prejudicial to the Parties' legal responsibilities.

MADE at _____ this _____ day of _____ 2005.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties signed.

ORIGINAL SIGNED BY

THE GOVERNMENT OF CANADA

Minister of the Environment,
Stéphane Dion

Minister of Fisheries and Oceans,
Geoff Regan

THE GOVERNMENT OF QUEBEC

Minister of the Développement durable, de l'Environnement et des Parcs du Québec,
Thomas J. Mulcair

Minister responsible of the Affaires intergouvernementales canadiennes, de la Francophonie
canadienne, de l'Accord sur le commerce intérieur, de la Réforme des institutions démocratiques
et de l'Accès à l'information,
Benoît Pelletier

APPENDIX A

Integrated Management of the St. Lawrence

In order to protect the St. Lawrence ecosystem and ensure the sustainable development of its resources, the Parties recognize the importance of the commitment and concrete action of all players involved in the management or use of the St. Lawrence and its resources, including civil society, users, First Nations, municipalities, and decision-makers from the two levels of government. The Parties acknowledge the importance of enabling all those concerned to take the concrete actions in keeping with their capacity, to optimize the complementarity of the structures and resources and to maximize the benefits for the people and the St. Lawrence ecosystem.

The Parties agree to harness the advances made during 15 years of collaborative efforts under the St. Lawrence Action Plan in order to continue developing an integrated management approach for the St. Lawrence. This approach takes into account the Area of Prime Concern (ZIP) and Integrated Management (Oceans Act) programs, for Canada, and the Quebec Water Policy, for Quebec. To this end, the Parties has agree to set up an Intergovernmental Working Group on Integrated Management of the St. Lawrence (IWG-IMSL), which receive a mandate to develop a joint integrated management concept for the St. Lawrence, together with implementation tools, and to propose a support documents. These documents will be submitted to the concerned community stakeholders as part of a public consultation process. The IWG-IMSL has to ensure the follow up on this consultation by analysing the results and making recommendations on the integrated management concept for the St. Lawrence and related implementation tools.

Specific objectives

The primary objective of the IWG-IMSL's mandate is to submit to the Agreement Management Committee a document on an integrated management concept for the St. Lawrence and on associated implementation tools for which a consensus exists within the Quebec and federal government agencies concerned.

The second objective consists in taking into account the visions, concerns, suggestions and recommendations of the other players (departments and agencies not represented on the IWG, municipalities, First Nations, users groups and civil society) with a stake in the integrated management of the St. Lawrence. This objective will be achieved by involving these players in the work of the IWG so as to enlist their support for the concepts and implementation tools that will be presented to them during the public consultation process.

Description of activities

The IWG-IMSL will carry out its mandate through seven key activities based on an action plan including progress reports, which shall be submitted to the Agreement Management Committee for approval.

1. Pool the experiences of each participant in integrated management and concerted action, as well as the available information;

2. Clarify and define the concept of integrated management of the St. Lawrence, particularly with regard to policy directions, governance issues, roles and responsibilities of the players concerned, the costs and benefits of IMSL and the territory under consideration;
3. Consult external experts in some activities of the IWG-IMSL, in keeping with the strategy to be implemented by the IWG-IMSL, which involves promoting the participation of civil society in implementing IMSL;
4. Propose means or mechanisms for encouraging and strengthening efforts to integrate civil society and promote collaboration between government agencies, municipal governments, users, Aboriginal people, environmental groups, the private sector, academia, etc. in the implementation of IMSL. Studies or other projects may be required for that purpose;
5. Propose implementation tools for IMSL, particularly the structures to be established, the information available and that still to be acquired, training to be provided and funding to be secured to operate the structures;
6. Define the objectives and propose procedures for the public consultation process on the concept and tools proposed for IMSL, and the associated costs;
7. Follow up on the consultations by analysing the results and proposing recommendations related to the concept of IMSL and the associated implementation tools.

The IWG-IMSL will not necessarily be responsible for holding the consultations that are planned following the completion of its work. This mandate might be assigned to a consultant specializing in public consultations or a public figure known for his or her involvement in this area. The IWG-IMSL will nonetheless follow up on the consultations until the integrated management approach for the St. Lawrence is implemented.

Deliverables

- Work plan describing the activities, expected results, schedules and stages in the approval process by the Agreement Management Committee;
- Documents presenting the joint integrated management concept for the St. Lawrence and proposed implementation tools to be submitted for approval to the concerned federal and Quebec departments;
- Consultation documents presenting the joint integrated management concept for the St. Lawrence and the proposed implementation tools;
- Public consultation plan, including communication components;
- Documents analysing the results of the public consultation process and providing recommendations.

Operating procedures

- The group members will take turns serving as chair, providing secretariat services and organizing work sessions;
- Resource persons, including representatives of non-governmental organizations with experience in the area, may be invited to participate in meetings of the IWG-IMSL or any subgroups formed as needed, with the prior consent of the group members ;
- A planning table showing the main validation stages, among other aspects, will be developed and updated on a regular basis, and this table shall be submitted to the Agreement Management Committee for approval.

The Government of Quebec intends to invest \$215 000 in the development of an integrated management concept for the St. Lawrence.

The Government of Canada intends to invest \$150 000 in the development of an integrated management concept for the St. Lawrence.

Once the requisite authorizations have been obtained from the governments, the Quebec intends to invest an additional \$5,260,000 for the implementation of the integrated management of the St. Lawrence, and the Canada expects to participate by the means of the resources dedicated the Area of Prime Concern, or ZIP, program (EC) and the Integrated Oceans Management program (DFO).

APPENDIX B

Intervention fields and Financial Commitments

The Parties have defined the Agreement objectives and results, based on the views of researchers and professionals of 13 federal departments and agencies and 8 Quebec departments and agencies. They have taken into account the recommendations of the Commissioner of the Environment and Sustainable Development on the Great Lakes–St. Lawrence basin and the directions and objectives of the Quebec Water Policy, as well as the recommendations of various groups that were consulted. The Parties wish to maintain the environmental gains and advances made under the St. Lawrence Action Plans since 1988 and strengthen the sustainable development approach based on concrete results. They want to place special emphasis on community engagement and on monitoring the St. Lawrence state. Each intervention filed is administered by a concertation committee. .

Key to acronyms:

Canadian Space Agency (CSA)

Parks Canada Agency (PCA)

Agriculture and Agri-Food Canada (AAFC)

Environment Canada (EC)

Fisheries and Oceans Canada (DFO)

Transport Canada (TC)

Public Works and Government Services Canada (PWGSC)

Ministère du Développement durable, de l'Environnement et des Parcs du Québec (MDDEP)

Ministère des Transports du Québec (MTQ)

Ministère des Ressources naturelles et de la Faune (MRNF)

1. COMMUNITY INVOLVEMENT AND AWARENESS

Objective: Raise the awareness and increase the participation of communities, young people, users and decision-makers to sustainable development and integrated management of the St. Lawrence.

Results	Budget (\$)			
	Quebec	Canada		
	MDDEP	EC	DFO	PCA
Support the concerted action of riverside communities on local environmental issues, including the priorities set out in ERAPs	55 000	5 500 000	1 060 000	500 000
Support the implementation of 150 community and environmental projects	1 745 000	2 860 000		
Provide riverside communities with scientific and technical support	28 000	400 000	250 000	
Make more young people aware of sustainable development through educational programs and tools with the Biosphère's local partners		1 500 000		
Adapt scientific information and knowledge to meet the needs of stakeholders, decision-makers and citizens, and make them available (by using traditional and electronic tools such as a portal)	5 000 000	3 475 000	1 500 000	650 000
Total	6 828 000	13 735 000	2 810 000	1 150 000
Total - Quebec / Total - Canada	6 828 000	17 695 000		
Total - objective	24 523 000			

2. ECOLOGICAL INTEGRITY

The area covered by this intervention field includes the St. Lawrence Valley.

2.1 Ecological integrity

Objectives: Achieve a better understanding of changes in the habitats and health of plant and wildlife populations in and along the St. Lawrence and improve their status by establishing and implementing ecosystem protection plans and recovery plans for species deemed to be at risk.

Gain greater insight into the functioning of St. Lawrence ecosystems to ensure they are maintained, safeguarded and used to their fullest.

Results	Budget (\$)				
	Quebec		Canada		
	MDDEP	MRNF	EC	DFO	PCA
Identify and assess populations of wildlife species potentially at risk and implement concrete actions to protect priority habitats	382 500 62 500*	1 695 300 57 500*	4 877 000		
Develop and implement conservation plans for the St. Lawrence, including the riverbanks, littoral zone, floodplains, wetlands and aquatic habitats			1 552 000		300 000
Implement concrete actions for the recovery of species at risk based on existing recovery plans and develop or update other plans		4 047 200 40 000*	7 500 000		85 000
Assess, consolidate or improve the network of protected and developed areas and territories along the St. Lawrence River	505 000 150 000*	710 800 40 000*	2 690 000	500 000	100 000
Acquire, integrate and share with decision-makers, researchers and communities new knowledge on the biodiversity of the St. Lawrence, including the river's physical environment		970 400 75 000*	1 000 000		
Study the stress effects on ecosystems, particularly urban pollution, climate change, water level fluctuations, and introduction of exotic species in order to help safeguard ecosystems while ensuring the fullest use of the St. Lawrence		950 400	7 945 600		
Total	1 100 000	8 586 600	25 564 600	500 000	485 000
Total - Quebec / Total - Canada	9 686 600		26 549 600		
Total - objective	36 236 200				

* Environment Canada contribution

2.2 Monitoring the state of the St. Lawrence

The Memorandum of Understanding on monitoring the St. Lawrence state presented in Appendix C sets out the terms and conditions for implementation of the following results.

Objective: Monitor and report on the state of the St. Lawrence ecosystem.

Results	Budget (\$)					
	Quebec		Canada			
	MDDEP	MRNF	EC	CSA	DFO	PCA
Provide an assessment of the state of the St. Lawrence River and the changes it has undergone according to the area of study and in relation to the Great Lakes using scientific information generated by the monitoring Program of the State of the St. Lawrence	1 273 000 400 000*	1 136 800 275 000*	10 660 000	385 000	5 500 000	84 000
Regularly inform decision-makers and riverside communities about the health of and changes in the St. Lawrence River using dissemination means tailored to their needs that facilitate access to information	395 000 50 000*		1 805 000			
Total	2 118 000	1 411 800	12 465 000	385 000	5 500 000	84 000
Total - Quebec / Total - Canada	3 529 800		18 434 000			
Total - objective	21 963 800					

* Environment Canada contribution

3. ENVIRONMENTALLY SOUND ECONOMIC ACTIVITIES

3.1 Riverbanks access

Objective: Create, develop and restore public access points along the St. Lawrence River.

Results	Budget (\$)			
	Quebec	Canada		
	MRNF	EC	PWGSC	DFO
Support 5 municipal projects aimed at improving access to the St. Lawrence	260 000	50 000		
Repair marine infrastructures that provide access to the St. Lawrence			400 000	250 000
Total	260 000	50 000	400 000	250 000
Total - Quebec / Total - Canada	260 000	700 000		
Total - objective	960 000			

3.2 Agriculture

The territory covered by this intervention field is extended to include the drainage basins of the Boyer River and three other tributaries or areas of the St. Lawrence to be targeted.

Objective: Conserve resources and reduce the diffuse pollution in agricultural sector

Results	Budget (\$)			
	Quebec		Canada	
	MDDEP	MRNF	AAFC	EC
Reduce the impact of agricultural activities on tributaries or sections of the St. Lawrence.		762 600 212 500*		875 000
Improve knowledge to develop new agricultural management practices and for better monitoring the tributaries state of the St. Lawrence or its sections	3 550 000 212 500*	168 000	10 000 000	
Total	3 762 500	1 143 100	10 000 000	875 000
Total - Quebec / Total - Canada	4 905 600		10 875 000	
Total - objective	15 780 600			

* Environment Canada contribution

3.3 Navigation

Objective: Implement and improve the sustainable navigation strategy for the St. Lawrence.

Results	Budget (\$)						
	Quebec			Canada			
	MDDEP	MRNF	MTQ	EC	TC	DFO	PWGSC
Maintain concertation among navigation stakeholders in relation to the broad issues affecting the St. Lawrence	115 000		125 000	60 000		135 000	
Raise the awareness of the public and decision-makers about the advantages and constraints related to navigation	60 000		10 000				
Implement integrated management of dredging and sediments	820 500 320 000*	109 000 35 000*	50 000 70 000*	1 250 000	1 300 000	210 000	100000
Evaluate adaptation options for the commercial navigation in the event of a drop in water levels	10 000		10 000			370 000	
Prevent the impact of the wave action of ships and recreational boats on sensitive areas of the St. Lawrence			10 000			100 000	
Improve the management of wastewater discharges and cargo waste	10 000				40 000		
Reduce the risk related to the introduction of exotic organisms for all types of ships					85 000		
Encourage the collaboration of the riverside communities with emergency response specialists in case of dangerous goods spills				100 000		130 000	
Total	1 335 500	144 000	275 000	1 410 000	1 425 000	945 000	100 000
Total - Quebec / Total - Canada	1 754 500			3 880 000			
Total - objective	5 634 500						

* *Environment Canada contribution*

4. CO-ORDINATION AND COMMUNICATIONS

Canada intends to invest \$2 500 000 for the administration of the Agreement and organizational communications.

Quebec intends to invest \$909 500 for the administration of the Agreement and organizational communications, including \$250 000 arising from the federal government contribution.

5. TOTAL

Intervention fields	Budget (\$)	
	Quebec	Canada
Community Involvement and Awareness	6 828 000	17 695 000
Ecological Integrity	9 686 600	26 549 600
Monitoring the St. Lawrence State	3 529 800	18 434 000
Riverbanks Access	260 000	700 000
Agriculture	4 905 600	10 875 000
Navigation	1 754 500	3 880 000
Co-ordination and Communications	909 500	2 500 000
Total - Quebec / Total - Canada	27 874 000	80 633 600

Canada intends to invest \$80 633 600 in regular appropriations and \$2 250 000 as a contribution for Quebec over five years in order to accomplish the activities specified in this Appendix.

Quebec intends to invest \$27 874 000 over five years in regular appropriations, including a \$2 250 000 contribution from the federal government for the accomplishment of the activities specified in this Appendix.

Canada undertakes to provide Quebec, during the fiscal years starting from 2005-2006 to 2009-2010, with up to \$2 250,000 for the implementation by Quebec of the work and expected activities agreed on in this Agreement. This contribution is conditional on the work being carried out by Quebec and it will be paid into a specified purpose account or other appropriate mechanism, under the responsibility of the Quebec Ministère du Développement durable, de l'Environnement et des Parcs du Québec. The terms and conditions of the contribution will be specified in a contribution agreement (Appendix E) between Environment Canada and Quebec's Ministère du Développement durable, de l'Environnement et des Parcs.

APPENDIX C

Memorandum of Understanding on Monitoring of the St. Lawrence State

This Appendix sets out the implementation options for the results identified in Appendix A related to the monitoring of the St. Lawrence state and constitutes the Memorandum of Understanding on the Monitoring Program of the St. Lawrence State.

1. PREAMBLE

The monitoring Program of the St. Lawrence state forms the subject of a Memorandum of Understanding among five participants: Environment Canada, Fisheries and Oceans Canada, Parks Canada Agency, the Quebec's Ministère du Développement durable, de l'Environnement et des Parcs and the Quebec's Ministère des Ressources naturelles et de la Faune.

The participants in the monitoring Program of the St. Lawrence state agree on the following:

- The implementation of a program for monitoring the state of the St. Lawrence is a priority recognized by Canada and Quebec;
- Canada and Quebec, pursuant to their respective mandates, carry out environmental monitoring activities for the entire St. Lawrence or parts thereof;
- Neither Canada nor Quebec can assume sole responsibility for the entire range of environmental monitoring activities that together afford a general assessment of the state of the St. Lawrence ecosystem;
- Since 1988, Canada and Quebec have, within the framework of a number of agreements, worked at harmonizing their environmental monitoring activities focussing on the St. Lawrence;
- Canada and Quebec would benefit from using all or parts of the pooled environmental data;
- Environmental monitoring information on the state of the St. Lawrence obtained by combining the sectoral monitoring results of Canada and Quebec would exceed what would be obtained by each of them acting alone;
- Effective and efficient environmental monitoring of the St. Lawrence must be carried out through complementary action by all of the participants in the monitoring Program of the St. Lawrence state that avoids duplication of participants' respective activities;
- Canada and Quebec recognize the importance of ensuring the continuity and sustainability of environmental monitoring of the St. Lawrence ecosystem.

Canada and Quebec agree to fulfil the commitments detailed in this Appendix. This document, its Appendices C1, C2 and C3 and any amendments thereto submitted in writing and approved pursuant to the terms of this Appendix shall constitute the Memorandum of Understanding on the monitoring Program of the St. Lawrence state.

2. DEFINITIONS

The following definitions apply to this Memorandum of Understanding:

- **Co-operation:** establishment of a relationship with one or more organizations whose common objectives are to carry out environmental monitoring programs and optimize the effectiveness and operating costs for each participant. This co-operation does not constitute a legal partnership under which the participants share in the profits and losses.
- **Environmental information:** any information generated by the Monitoring Program the St. Lawrence State that serves to describe, enhance understanding, monitor, explain and raise awareness about the state of the St. Lawrence.
- **Environmental indicator:** information or statistics that allow an opinion to be given about the condition of an aspect of the environment. A set of indicators that covers all intervention fields of the environment, including the air, water, sediments, biological resources, riverbanks and uses, provides information about the current state of an ecosystem and how it is changing.

3. OBJECTIVES

3.1. The objective of the Memorandum of Understanding on the monitoring Program of the St. Lawrence state is to set out the general terms and conditions for more formal co-operation among the participants in order to promote the sharing of information, data, expertise and knowledge regarding environmental monitoring of the state of the St. Lawrence environment while respecting one another's individual responsibilities and prerogatives.

3.2. The aim of the Memorandum of Understanding is to develop and implement a monitoring Program, hereinafter referred to as "the Program," which will have the following objectives:

- i. regroup environmental monitoring activities currently carried out by the participants covering all of the St. Lawrence, that is, both the freshwater and marine parts, as well as its banks;
- ii. optimize the participants' acquisition of environmental data on the St. Lawrence to avoid duplication of efforts;
- iii. make information of common interest available to other participants as needed without encroaching on the participants' respective jurisdictions;
- iv. provide decision-makers and the public with integrated environmental information that gives a portrait of changing conditions in the St. Lawrence;
- v. disseminate environmental information obtained by the participants more effectively while upholding each organization's intellectual property rights;

- vi. periodically produce and disseminate environmental information compiled from the various environmental indicators making up the Program so as to provide managers and decision-makers with support for making decisions regarding the St. Lawrence;
- vii. give the public a comprehensive overview of changes in the state of the St. Lawrence.

3.3. This Memorandum of Understanding is a confirmation of the participants' commitment to ensuring the sustainability of the Program by carrying out environmental monitoring and communications activities that respond to their respective priorities and mandates, subject to the availability of resources.

3.4. Appendix C1 sets out the main features of the Program.

4. RESPONSIBILITIES OF THE PARTICIPANTS

4.1. The participants agree to collect data pertaining to their respective monitoring activities in the St. Lawrence and record the environmental indicator data that derived there from.

4.2. Appendix C1 lists the monitoring activities selected (parameters to be measured) and the program schedules associated with them.

4.3. The participants agree to co-ordinate the production and dissemination of environmental information acquired in accordance with a set timetable that is suited to the nature of the monitoring activities involved. To this end, the participants agree to develop and implement dissemination activities, as set out in Appendix C2, and continue their efforts to obtain the resources needed for developing new joint dissemination initiatives.

4.4. The participants agree, subject to the limits of their responsibilities, powers and budgets, to prioritize maintaining funding for monitoring activities under their responsibility throughout the term of the Memorandum of Understanding.

4.5. These responsibilities also include processing, storing and making available the data collected by the participants in this Memorandum of Understanding, as well as interpreting the data, as stipulated in Appendix C2.

4.6. The participants shall encourage community involvement in gathering and disseminating environmental data generated by the Program, especially when such information concerns riverside communities.

5. MANAGEMENT AND ADMINISTRATION

5.1. Implementation of the monitoring Program of the St. Lawrence state

The implementation of the monitoring Program of the St. Lawrence state will be ensured by the

Concertation Committee, Monitoring of the St. Lawrence state.

5.2. Intellectual property and access to information

Under this Memorandum of Understanding, each of the participants retains ownership of the data it generates and is responsible for their storage and security. Terms and conditions for exchanging data among the participants and making data available to specialist clients and the general public are set out in Appendix C2.

5.3. Funding

- i The participants are each responsible for achieving the objectives set and managing their own budgets, and each remains solely accountable for the budgetary resources that it intends to invest.
- ii No exchange of funds among the participants is contemplated under this Memorandum of Understanding.
- iii Each participants agrees, insofar as its responsibilities and powers permit, to prioritize the allocation of the funds required for the Program's various activities. In addition, a participant may, at any time, devote additional funds to it own Program activities.
- iv The Concertation Committee, Monitoring of the St. Lawrence state shall seek additional funding to further the objectives of the Program. In case of additional funding be obtained, the Concertation Committee shall allocate the monies to the participants according to the terms and conditions agreed upon by the Committee.

5.4. Term of the Memorandum of Understanding

This Memorandum of Understanding shall take effect on the day it is signed by the Parties of Canada–Quebec Agreement pertaining to the St. Lawrence and terminate on March 31, 2010. The Memorandum of Understanding will then be renewed by tacit renewal for successive five-year periods each ending on March 31.

6. CONDITIONS FOR ADDING OR REMOVING PARTICIPANTS

6.1. A participant may withdraw from this Memorandum of Understanding by giving written notice of its intention to do so to the Co-chairs of the Concertation Committee, Monitoring of the St. Lawrence state. The notice shall specify the official date of withdrawal and must be given at least four months in advance of this date.

6.2. If one or more of the participants decides to withdraw from the Memorandum of Understanding, the participants agree that the data and information made accessible up to the official withdrawal date shall remain accessible to the other participants.

6.3. Federal or Quebec government bodies, private sector entities, research centres or other non-governmental organizations may become participants in the Memorandum of Understanding only with the unanimous consent of the participants. Any new participant shall agree to abide by

the provisions of this Memorandum of Understanding.

6.4. Any amendment to the provisions of this Memorandum of Understanding requires the unanimous consent of the participants.

6.5. Any amendment to the Memorandum of Understanding requires the consent of the Agreement Management Committee.

7. DISPUTE RESOLUTION

Any dispute arising from this Memorandum of Understanding shall first be brought to the attention of the Concertation Committee, which shall attempt to resolve it. Any dispute not resolved by the Concertation Committee shall be brought to the attention of the Agreement Management Committee.

APPENDIX C1 TO THE MEMORANDUM OF UNDERSTANDING ON THE MONITORING OF THE ST. LAWRENCE STATE

The Monitoring Program of the St. Lawrence state

It is understood that, under the Monitoring Program of the St. Lawrence State, the data collected will essentially be used to assess the condition of this ecosystem in terms of the uses and components of interest to the participants. The data and information generated by the Program are also intended to be used to facilitate decision-making and determine appropriate actions for conserving the St. Lawrence River. To this end, data on a range of environmental variables representing the main environmental components are required. These must span a sufficient time frame and geographical area.

- The Monitoring Program of the St. Lawrence State includes all environmental monitoring activities described in this Appendix and currently carried out by the participants along all the freshwater and marine parts of the St. Lawrence river and its banks;
- Consolidation of these activities under the Program is intended to both optimize the acquisition of data while avoiding duplication and maximize the environmental information obtained from a given monitoring activity by interpreting this information in light of data collected through the Program's other monitoring activities;
- At its inception, the Monitoring Program of the St. Lawrence State was defined from the participants' activities set out in the Memorandum of Understanding. However, such program is expected to evolve as additional scientific knowledge is acquired and yields a clearer definition of the elements to be monitored and as issues and client expectations change;
- The addition of Canada or Quebec government bodies, private sector entities, research centres or other non-governmental organizations as new participants in the Memorandum of Understanding will be encouraged insofar as these new parties can contribute significant data and knowledge that will further understanding of the St. Lawrence ecosystem. New participants shall be held to the same commitments as those initiating this Memorandum of Understanding on the Monitoring Program of the St. Lawrence State.

List of environmental indicators and program schedules

This Appendix sets out the monitoring activities agreed to by the participants at this time (Table 1). Each monitoring activity is listed with its respective component, the frequency of data collection, the year of publication of the latest fact sheet and the target date for the collection of new data.

Table 1. Activities for monitoring the state of the St. Lawrence to be carried out by the participants in the Memorandum of Understanding.

#	COMPONENT	ELEMENTS	FREQUENCY OF DATA COLLECTION	END OF DATA COLLECTION	ORGANIZATION
1	Water	Hydrometric network (levels and flow rates)	hourly to bimonthly		Multistakeholder ¹
2	Water	Toxics at the inlet (Wolfe Is.) and outlet (Lévis) of the river proper	bimonthly		EC - SLC
3	Water	Organic toxics at the mouths of the Richelieu and Yamaska rivers	monthly		MDDEP
4	Water	* Physico-chemical and bacteriological parameters of the water (river)	monthly to bimonthly		MDDEP
5	Water ⊗	Physico-chemical parameters of the water (estuary and Gulf)	annually		DFO
6	Water	* Shellfish water quality in the estuary and Gulf	bimonthly to annually		EC - EPB
7	Water *	Water quality of potential swimming sites in fresh water	daily		MDDEP
8	Sediments (riverbed)	Sediment contamination with toxics in Lake Saint-François	10 years	2009	EC - SLC
9	Biological resources	A real extent of freshwater wetlands	10 years	2010	EC - SLC
10	Biological resources	Invasive plant species in freshwater wetlands	5 years	2005	EC - SLC
11	Biological resources	Monitoring of freshwater fish communities	5 years	2006	MRNF
12	Biological resources *	Contamination of freshwater fish with toxics	5 years	2006	MDDEP
13	Biological resources *	Contamination of marine resources with toxics	annually		DFO
14	Biological resources ⊗	Phytoplankton communities in the estuary and Gulf	annually		DFO
15	Biological resources ⊗	Zooplankton communities in the estuary and Gulf	annually		DFO
16	Biological resources ⊗	Monitoring of toxic algae in the estuary and Gulf	annually		DFO
17	Biological resources	Status of seabird populations	5 years	2004	EC - CWS
18	Biological resources	Status of the Northern Gannet population	5 years	2004	EC - CWS
19	Biological resources	Status of the Great Blue Heron population	5 years	2007	EC - CWS
20	Biological resources	Status of the beluga population	3 years	2003	DFO
21	Biological resources	Reintroduction of striped bass	annually		MRNF
¹	Hydrological monitoring of the St. Lawrence is conducted by several parties: MDDEP, Hydro-Québec, DFO, EC, US Geological Survey, New York Power Authority/Ontario Power, St. Lawrence Seaway.				
*	Monitoring of these elements is based on criteria for public use.				
⊗	These components are part of the DFO's Atlantic Zonal Monitoring Program				

**APPENDIX C2 TO THE MEMORANDUM OF UNDERSTANDING ON THE
MONITORING PROGRAM OF THE ST. LAWRENCE STATE****Processing, storage access, and dissemination of data****Processing**

Each of the participants agrees to record environmental indicator data for which it is responsible using appropriate, recognized scientific processing methods.

Storage

Each of the participants agrees to store the data and environmental information for which it is responsible using appropriate long-term storage methods.

Access to data

Subject to the applicable access to information and privacy legislation, each of the participants agrees to make its databases for the monitoring activities under its responsibility available for the purposes of the Program, in accordance with its own policies in this respect.

Dissemination of data

The participants agree to carry out the data dissemination activities contemplated in this Memorandum of Understanding so as to provide clients with objective and integrated information on the state of the St. Lawrence and its evolution and foster an accurate assessment of the current state of the St. Lawrence.

The participants also agree to develop joint communication plans for disseminating information about the Program's activities, results and conclusions. In addition, the participants agree to continue their efforts to obtain the necessary funding for developing new joint dissemination initiatives. To this end, the participants will develop funding strategies for the implementation of such initiatives.

Each of the participants agrees to carry out the designated activities regarding environmental information for which it is responsible and, insofar as its responsibilities, powers and budgetary resources permit, to prioritize allocation of the required funds.

The participants will encourage community involvement in disseminating the environmental information generated by the Program, especially when such information concerns riverside communities.

APPENDIX C3 TO THE MEMORANDUM OF UNDERSTANDING ON THE MONITORING PROGRAM OF THE ST. LAWRENCE STATE

Mandate, Composition and Operating Procedures of the Concertation Committee Monitoring of the St. Lawrence State

Mandate

Given the diversity of the participants in this Memorandum of Understanding and their autonomy in collecting, interpreting and disseminating data, a flexible, yet effective, co-ordination mechanism shall be set up to maintain a degree of consistency within the Program. Co-ordination is required in three areas: implementation of monitoring activities, integration and dissemination of information and evolution of the monitoring program.

The participants agree to implement the monitoring activities under their responsibility. In terms of data integration, co-ordination shall consist in producing status reports on the evolution of the St. Lawrence as a whole on a regular basis while leveraging the synergy created by the participants. This type of status report on the St. Lawrence will not materialize unless an effective integration mechanism is set up to link the various monitoring activities undertaken by the participants individually. These links shall be established through consultations involving the participants.

The Concertation Committee is called upon to co-ordinate this Memorandum of Understanding on the Monitoring Program of the St. Lawrence State and ensures its effective operation. The Committee shall see to the execution of these procedures and act expeditiously to encourage collaboration among the participants.

Composition

The Concertation Committee Monitoring of the St. Lawrence state is composed of one executive-level representative from each of the participants in the Memorandum of Understanding and the Parties co-ordinators of the Monitoring Program of the St. Lawrence State.

Operating procedures

Decisions of the Concertation Committee are made on a consensus basis by the participants. If the Concertation Committee members fail to reach a consensus, the matter will be referred to the Agreement Management Committee.

When deemed appropriate, the Concertation Committee may set up one or more technical committees. Such committees may oversee Monitoring Program operations, solve specific problems, integrate environmental data or address any other issue assigned to it by the Agreement Management Committee.

The members of these technical committees shall be appointed by their respective representatives on the Concertation Committee. Representatives of organizations that are not Parties to or partners in the Canada–Quebec Agreement pertaining to the St. Lawrence or the Memorandum of Understanding on the Monitoring Program of the St. Lawrence State may sit on these technical committees, but only with the consent of the participants in the Memorandum of Understanding.

APPENDIX D

Communications

PREAMBLE

The St. Lawrence River is a daily part of the lives of the vast majority of Quebecers and its conservation, together with its protection and enhancement, is attracting growing public interest. It is therefore crucial to communicate the results of the concerted actions of the Parties to all clients and partners concerned in order to ensure that the Agreement's objectives are achieved.

1. OBJECTIVES

The Parties agree to certain commitments with respect to communications. Subject to applicable privacy and access to information legislation, the objectives of the Agreement are to:

- inform the various target audiences of the actions undertaken by both governments to conserve, protect, restore and enhance the St. Lawrence River with a view to sustainable development and to continue the development of an integrated management approach for the St. Lawrence;
- report the results achieved by the governments of Canada and Quebec, specifically with respect to the commitments made in the present Agreement.

2. COMMUNICATIONS MANAGEMENT

Communications under the Agreement shall consist of organizational communications and sectoral communications. Organizational communications are communications under the Agreement issued on behalf of the Parties to the Agreement and convey corporate information. Sectoral communications are carried out under the Agreement on behalf of one or more Concertation Committees and convey information about a specific field of intervention of the Program.

Concertation and united action with regard to organizational and sectoral communications will be ensured by a Communications Concertation Committee. This committee shall be composed of two co-managers of communications and two communication advisors, each of whom shall be appointed by the two departments of the Environment: Environment Canada and Développement durable, de l'Environnement et des Parcs du Québec, together with any other communications advisors who may be appointed by the departments or agencies of the two levels of government, from their resources, for the implementation of sectoral communication activities.

This committee shall develop a communications protocol and ensure compliance therewith, establish operating procedures for communications where necessary, propose directions for communications annually, provide the necessary support for the planning and implementation of

communications related to annual programming for organizational communications, monitor the budget and report to the Agreement Management Committee.

In order to establish the broad parameters for communications activities related to commitments, the Parties agree to develop and adopt a communications protocol that shall come into force following the signature of the Agreement and as soon as it is approved by the Agreement Management Committee.

More specifically, the communications protocol shall allow for:

- setting out the guiding principles of communications with respect to advertising, promotion, media relations, corporate identity, event planning and publishing, including on the Internet;
- helping all target audiences to have access to comprehensive information that is of high quality and objective related to the mandates, activities and achievements of the Agreement
- equitable representation and visibility for Canada and Quebec in the implementation of the Agreement and for joint activities;
- consistency and linkage of communications with the programs and initiatives of Quebec and Canada.

3. COMMUNICATIONS FUNDING

The costs associated with the implementation of organizational communication activities and support for implementation of sectoral communication activities shall be shared by Agreement Management Committee members, according to the level of participation agreed on by the Parties. Notwithstanding the foregoing, the costs of translating documents, if required, shall be fully assumed by Canada.

The costs of realization of sectoral communication activities will be assumed with the budgets envisaged by the members of the Agreement management Committee for the implementation of the activities attached to these fields of intervention. In the case of joint activities, the costs will be shared by all the participants involved according to the level of participation agreed on by them. In the case of the activities of a single department or agency, the costs will be fully assumed by the department or agency responsible for the activity.

4. UNDERTAKING

The Parties undertake to jointly develop and comply with the communications protocol, which shall be approved by the Agreement management Committee.

APPENDIX E

Contribution agreement under The Canada–Quebec Agreement pertaining to the St. Lawrence 2005–2010

BETWEEN **THE GOVERNMENT OF CANADA**, represented by the Minister of the Environment,

hereinafter referred to as “Canada,”

AND **THE GOVERNMENT OF QUEBEC**, represented by the Minister of the Développement durable, de l’Environnement et des Parcs du Québec and the Minister responsible of the Affaires intergouvernementales canadiennes, de la Francophonie canadienne, de l’Accord sur le commerce intérieur, de la Réforme des institutions démocratiques et de l’Accès à l’information,

hereinafter referred to as “Quebec”.

Hereinafter referred to as “the Parties.”

Whereas Canada will make a contribution of \$2 250 000 to Quebec allowing the latter to carry out work to ensure the achievement of the results described in Appendix B of the Agreement;

Whereas Canada and Quebec have approved the contents of this Contribution Agreement,

Therefore, in consideration of the reciprocal obligations and commitments set out hereinafter, Canada and Quebec agree as follows.

1. DEFINITIONS

Unless indicated otherwise by the context:

- i) “Agreement” means the contribution agreement under the Canada-Quebec Agreement pertaining to the St. Lawrence and its terms.
- ii) “Fiscal year” means all or part of the period beginning April 1 and ending the following March 31 of any year covered in the Agreement.

Any interpretation problems arising from the application of this Contribution Agreement must be resolved based on the definitions, articles and expressions used in the Canada-Quebec Agreement on the St. Lawrence River.

2. EXPECTED OUTCOMES AND GOAL

Under this Agreement, Canada agrees to pay contributions to Quebec pursuant to the Canada–Quebec Agreement on the St. Lawrence for a specified period, that is, from April 1, 2005 to March 31, 2010, with a view to achieving results in the areas hereinafter described.

3. ACTIVITIES THAT QUEBEC INTENDS TO UNDERTAKE

Quebec is committed to implement activities in the following fields of intervention in order to reach the results anticipated which are specified hereafter, in accordance with the commitments taken in the Canada-Quebec Agreement on the St. Lawrence.

3.1 Ecological integrity

Result: Identify and assess populations of wildlife species potentially at risk and implement concrete actions to protect priority habitats.

Fiscal Year	Canada Contribution (\$000)
2005–2006	24
2006–2007	24
2007–2008	24
2008–2009	24
2009–2010	24
Total	120

Result: Implement concrete actions for the recovery of species at risk based on existing recovery plans and develop or update other plans.

Fiscal Year	Canada Contribution (\$000)
2005–2006	8
2006–2007	8
2007–2008	8
2008–2009	8
2009–2010	8
Total	40

Result: Assess, consolidate and improve the network of protected and developed areas and territories along the St. Lawrence River.

Fiscal Year	Canada Contribution (\$000)
2005–2006	38
2006–2007	38
2007–2008	38
2008–2009	38
2009–2010	38
Total	190

Result: Acquire, integrate and share with decision-makers, researchers and communities new knowledge on the biodiversity of the St. Lawrence, including the river's physical environment.

Fiscal Year	Canada Contribution (\$000)
2005–2006	15
2006–2007	15
2007–2008	15
2008–2009	15
2009–2010	15
Total	75

3.2 Monitoring the state of the St. Lawrence

Result: Provide an assessment of the state of the St. Lawrence River and the changes it has undergone according to the area of study and in relation to the Great Lakes using scientific information generated by the monitoring Program of the State of the St. Lawrence.

Fiscal Year	Canada Contribution (\$000)
2005–2006	135
2006–2007	135
2007–2008	135
2008–2009	135
2009–2010	135
Total	675

Result: Regularly inform decision-makers and riverside communities about the health of and changes in the St. Lawrence River using dissemination means tailored to their needs that facilitate access to information

Fiscal Year	Canada Contribution (\$000)
2005–2006	10
2006–2007	10
2007–2008	10
2008–2009	10
2009–2010	10
Total	50

3.3 Agriculture

Result: Reduce the impact of agricultural activities on tributaries and sections of the St. Lawrence.

Fiscal Year	Canada Contribution (\$K)
2004–2005	42.5
2005–2006	42.5
2006–2007	42.5
2007–2008	42.5
2008–2009	42.5
Total	212.5

Result: Improve knowledge to develop new agricultural management practices and for better monitoring the tributaries state of the St. Lawrence or its section.

Fiscal Year	Canada Contribution (\$K)
2004–2005	42.5
2005–2006	42.5
2006–2007	42.5
2007–2008	42.5
2008–2009	42.5
Total	212.5

3.4 Navigation

Result: Implement integrated management of dredging and sediments.

Fiscal Year	Canada Contribution (\$000)
2005–2006	85
2006–2007	85
2007–2008	85
2008–2009	85
2009–2010	85
Total	425

3.5 AGREEMENT COORDINATION AND COMMUNICATIONS

Result: Ensure the coordination and the communications related to the management of the Canada-Québec Agreement pertaining to the St. Lawrence.

Fiscal Year	Canada Contribution (\$000)
2005–2006	50
2006–2007	50
2007–2008	50
2008–2009	50
2009–2010	50
Total	250

4. MAXIMUM CONTRIBUTION

Canada agrees, subject to the conditions of this Agreement, to share the expenses that Quebec expects to incur in carrying out the activities leading to the results targeted in the section 3 of the Agreement, up to a maximum of \$2 250 000. Canada's contribution shall be based on agreed-on cash requirements, and shall be in the following amounts:

- For the 2005-2006 fiscal year, the amount of \$450,000;
- For the 2006-2007 fiscal year, the amount of \$450,000;
- For the 2007-2008 fiscal year, the amount of \$450,000;
- For the 2008-2009 fiscal year, the amount of \$450,000;
- For the 2009-2010 fiscal year, the amount of \$450,000.

5. ELIGIBLE EXPENSES

Quebec agrees that the payments set out in Section 4 shall apply to eligible expenses incurred in performing the work leading to the achievement of the results described in Section 3 of the Agreement. Since Quebec will supply administrative services and the equipment required to

carry out the work, eligible expenses shall include those related to:

- i. professional and management services, notably technical, accounting and auditing services;
- ii. travel expenses for meetings related to the performance of activities described in the Agreement;
- iii. labour costs, notably salaries, benefits and employer liability insurance premiums related to work accidents.

Costs other than those authorized herein are not eligible unless they are approved in writing by Canada before they are incurred.

6. SUBMISSION OF REPORTS

Work that is to be the subject of contributions from Canada to Quebec must be effectively carried out, in accordance with the commitments set out in Section 3 of this Agreement.

The following conditions shall be met before a payment is remitted:

Quebec, like Canada, shall submit to the Management Committee a status report on the progress of the activities leading to the achievement of the results stipulated in Section 3. The data provided, as well as any related expenditures and budgets, shall be recorded in the management monitoring system so that reports can be produced. An update of the management monitoring system conducted by the Parties on March 31 of each fiscal year shall be used to prepare reports on the work carried out and results achieved.

7. TERMS OF PAYMENT

In accordance with the results stipulated in Section 3 and the laws of Canada on financial administration and their amendments, Canada agrees to compensate Quebec with the reception of an invoice of the amounts spent by the latter for the purposes of the Agreement, for each twelve (12) month period ending March 31 of each fiscal year.

8. INVOICES AND PAYMENT REQUESTS

All invoices and payment requests shall be sent to:

Patricia Houle
Director
Corporate Affairs Branch
Environment Canada
1141 Route de l'Église, 6th floor
P. O. Box 10,100
Sainte-Foy, (QC) G1V 4H5

Telephone: (418) 648-4619 or toll free: 1-800-463-4311
Fax: (418) 649-6213
E-mail: patricia.houle@ec.gc.ca

All payments to Quebec must be sent to:

Jean-Yves Roy
Direction des politiques de l'eau
Bureau de la gestion par bassin versant
Division Saint-Laurent
Ministère du Développement durable, de l'Environnement et des Parcs du Québec
Édifice Marie-Guyart
675, boul. René-Lévesque Est, 8^e étage, boîte 42
Québec (Qc) G1R 5V7

Telephone: (418) 521-3910, ext. 4595
Fax: (418) 643-0252
E-mail: jean-yves.roy@mddep.gouv.qc.ca

9. ACCOUNTING RECORDS AND FINANCIAL STATEMENTS

Quebec shall maintain supporting documents and vouchers demonstrating that it incurred the expenses in question for the work stipulated in Section 3 of the Agreement;

Quebec shall maintain complete documentation and keep accounts of all amounts eligible for payment pursuant to this Contribution Agreement and shall make them available for review by independent auditors for Canada;

Quebec shall keep all financial statements, all supporting documents and vouchers and other relevant documents for a period of at least three (3) years after the Agreement expires.

10. DURATION OF AGREEMENT

This Contribution Agreement will take effect on the date of the signing of the Canada-Quebec Agreement pertaining to the St. Lawrence and will covers the period between April 1, 2004 and March 31, 2009.

11. AMENDMENTS

This Agreement may be amended. To be valid, any amendments to this Agreement must be in writing and must be signed by the representatives of Canada and Quebec.

12. TERMINATION

Quebec or Canada may terminate the Agreement provided that three (3) month's prior notice is given to the other party in writing before the beginning of the fiscal year. Canada shall pay any expenses incurred by Quebec and the irrevocable commitments made by the latter pursuant to Section 3.

13. APPROPRIATION OF FUNDING

Any contribution made by Canada under this Agreement is subject to an appropriation by Parliament in respect of that contribution. If at any time during the life of this Agreement the Parliament of Canada amends any appropriation relating to a contribution under this Agreement, Canada and Quebec agree to make the necessary adjustments to this Agreement.

14. INDIVIDUALS EXCLUDED FROM BENEFITING FROM THE AGREEMENT

No member of the House of Commons or Senate shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

No public office holder or former public servant who is not in compliance with the Conflict of Interest and Post-Employment Code for Public Office Holders or with the Conflict of Interest and Post-Employment Code for the Public Service shall derive a direct benefit from this Agreement.

15. LIABILITY

Quebec agrees at all times to indemnify and save harmless Canada, its public servants, officers, employees and agents from and against any claims, demands, losses, costs, damages, actions, suits or other proceedings carried out, incurred or initiated by whomever, resulting or arising in whatever way from the performance of this Agreement, or any action taken or thing done or maintained by virtue hereof, or the exercise in any manner of a right set out hereunder, except claims for damage resulting from the negligence of a public servant, officer, employee or agent of Canada while executing their duties or performing their job.

16. LIMITED LIABILITY

Quebec acknowledges that the sole liability of Canada pursuant to the Agreement is to advance funds under the agreed-upon conditions.

17. NON-COMPLIANCE

Should Canada or Quebec fail to comply with the conditions of this Agreement, one of the parties may provide the other with a 30-day written notice requesting compliance with the Agreement. If Canada or Quebec does not comply within the period specified in the notice, the party giving the notice may terminate, suspend or reduce the scope of the Agreement at the end of this 30-day period. Canada may require the reimbursement of any funds already paid to Quebec that have not yet been used or are payable to a third party. Quebec may make a claim for any amounts owing that have been spent by Quebec but that Canada is late in reimbursing. The parties may choose any other legal or equitable remedy deemed appropriate under the circumstances. Should non-compliance become the subject of a dispute, the Agreement will be deemed valid until the dispute is settled according to the means stipulated in this Agreement.

18. OVERPAYMENTS OR PAYMENTS RECEIVABLE

In case the payments made to Quebec under this Agreement exceed the amount required or used by Quebec or were used to reimburse expenditures which are not in conformity with the present agreement, this surplus will have to be versed to Canada no later than thirty (30) days after the amount due to Canada will have been determined and notice will have been delivered to Quebec. When an overpayment must be repaid, an amount equal to the overpayment may be subtracted from any amount that may be due or payable to Quebec.

Where payments are owed to Quebec by Canada and are overdue further to expenditures incurred by Quebec in accordance with this Agreement, this account receivable shall be remitted to Quebec no later than thirty (30) days after the amount owed to Quebec has been determined and notice has been given to Canada.

19. AUDITS

Canada reserves the right to have an independent audit conducted at any time and at its own expense, by employees of Environment Canada or independent auditors, to ensure that federal funds have been disbursed in accordance with the terms and conditions set out in this Agreement. Quebec shall be provided with a copy of the audit report no later than thirty (30) days after the date the report was completed. Canada shall consult with Quebec on the audit methodology, timing and scope, choice of auditors, production and contents of the audit report and terms of reference. If an audit is requested by Quebec, the cost of the audit shall be borne by Quebec. Where an audit has been jointly requested by both Parties, the costs of the audit shall be borne equally by both Parties.

20. EVALUATION

Canada and/or Quebec may, at their own cost, conduct an evaluation of this Agreement. Each Party shall provide the other with a copy of its evaluation report no later than thirty (30) days after the date the report was completed. The Parties may consult with each other on the evaluation methodology, timing and scope, choice of evaluation, production and contents of the evaluation report and terms of reference. Each party shall bear the costs of carrying out its evaluation.

21. ACCESS TO RECORDS

Subject to applicable legislation respecting privacy and the protection of personal information, Quebec shall allow representatives of Canada to have access to any records, information, databases and other documentation for the purposes of auditing and evaluating activities described in this Agreement for a period of no more than three years after the expiration of this Agreement.

22. PAYMENTS IN THE EVENT OF TERMINATION OF THE AGREEMENT

If this Agreement is terminated before March 31, 2010, any amount of Canada's contribution that exceeds the amount to which Quebec is entitled under this Agreement and that has not been recovered by Canada shall be remitted by Quebec no later than thirty (30) days after the amount owed to Canada has been determined and notice has been given to Quebec.

Likewise, any amount of Canada's contribution still owing further to expenditures incurred by Quebec under this Agreement shall be remitted by Canada no later than thirty (30) days after the

amount owed to Quebec has been determined and notice has been given to Canada.

23. GOODS AND SERVICES TAX

No contribution is payable by Canada in respect of the portion of the cost of any eligible goods and services representing the amount of Goods and Services Tax (GST) paid on such goods and services for which Quebec is entitled to claim an input tax credit or rebate. The expression “eligible goods and services” designates any goods or services purchased by Quebec in executing this Agreement and concerns costs for which Canada has agreed to pay a contribution.

24. CONTINUATION OF CONDITIONS AFTER TERMINATION OF THE AGREEMENT

Representations, warranties, covenants and agreements contained in this Agreement signed by Canada and Quebec shall remain valid in the case of projects completed after the Agreement’s termination, in accordance with the commitments set out in Section 3 of this Agreement.

25. WAIVER OF RIGHTS

The waiver of rights following the breach of a representation, warranty, covenant or agreement will not be deemed to be a waiver of any subsequent breach. No waiver shall take effect unless provided in writing.

26. NO AGENT

Neither Canada nor Quebec shall act as the agent for the other party for the purposes of this Agreement and no provisions herein shall be considered as allowing one party to act as an agent on behalf of another party.

27. INTELLECTUAL PROPERTY

Under this Agreement, each party shall retain ownership of the data it generates and is responsible for their storage and security. Terms and conditions for exchanging data among the participants and making data available to specialized clientele and the general public shall be governed by each government’s existing standards.

28. COMMUNICATIONS

All services, publications and other documents related to the Agreement shall be made available in French and may also be made available in English. Canada shall help Quebec to meet this

requirement and shall bear all additional costs relating thereto. It is understood that, for Quebec, service delivery and communications shall be carried out in compliance with the *Charter of the French Language*.

29. PUBLIC RECOGNITION

Quebec undertakes to recognize Canada's contribution in its publications, in other media and in information bulletins to the public when they refer to the present agreement.

30. DISPUTE RESOLUTION

Any dispute between Canada and Quebec concerning the interpretation or application of this Agreement that cannot be settled amicably shall be referred to a mediator agreed upon by both Canada and Quebec.

31. TRANSPARENCY

Canada and Quebec agree to inform each other of any significant policy or program changes that could have an impact on the operation of this Agreement.

32. APPLICABLE LAW

This Agreement is governed by the applicable law of Quebec.

33. GOVERNANCE

The attributions or the functions conferred to the Parties by this Agreement may be exercised, either by the representatives of each party in the manner indicated in the Agreement, or by the delegates whom these representatives may designate for the performance of these powers or duties.

34. NOTICE

A notice to Quebec is considered appropriate if given by letter or facsimile, with postage paid as applicable, to the address indicated in the Agreement or to any other address provided in writing by Quebec to Canada. Any such notice given in this way shall be deemed to have been received by Quebec at the moment when, during the normal course of activities, such a letter or facsimile copy has reached its destination.

A notice to Canada is considered appropriate if given by letter or facsimile, with postage paid as applicable, to the address indicated in the Agreement or to any other address provided in writing

by Canada to Quebec. Any such notice given in this way shall be deemed to have been received by Canada at the moment when, during the normal course of activities, such a letter or facsimile copy has reached its destination.

Appendix F

Model of Co-operation Agreement concerning the Biosphère's ObservAction Network

BETWEEN

[Name of Ecowatcher], headquartered at [address], represented herein by [Name], [Title], the person legally authorized as attested by the copy of the resolution from its Board,

Hereinafter referred to as the “Party” or “[Ecowatcher’s name]”

and

Environment Canada, Biosphère, located at 160 Chemin Tour de l’Isle, St. Helen’s Island, Montreal, Quebec H3C 4G8, represented herein by [Name], [Title] of the Biosphère to act on its behalf,

Hereinafter referred to as “Party” or “the Biosphère”

WHEREAS the Biosphère ObservAction Network’s [program name] program contributes to the results of the Canada-Quebec Agreement on St. Lawrence by raising youth awareness of the Great Lakes–St. Lawrence ecosystem;

WHEREAS [Ecowatcher’s name] wishes to carry out projects to raise the awareness of youth in order to involve them in protecting, restoring and enhancing the St. Lawrence and acquaint them with the resources and status of this ecosystem and its tributaries;

Environment Canada’s Biosphère and [Ecowatcher’s name] hereby agree that it is in their mutual interest to sign this co-operation agreement and intend to develop their ties as follows:

ARTICLE 1: PURPOSE OF AGREEMENT

The purpose of the Agreement is to establish the Parties’ respective obligations to strengthen their ties so they can combine their efforts and co-ordinate their actions to develop [project name].

ARTICLE 2: OBJECTIVES OF AGREEMENT

Under the Agreement, the Parties aim to:
[description of project objectives) (see appendix 1)

ARTICLE 3: SPECIFIC OBLIGATIONS

- 3.1 The Parties agree to apply the Agreement only if they obtain the necessary funding. The Parties agree to carry out the exchanges and activities set out in the Agreement only to the extent of their financial resources;
- 3.2 The exchange of data regarding the planned program carried out under the Agreement does not require any prior authorization of financial compensation. However, any specific approach, data or innovations ensuing from activities related to the Agreement's objective shall be subject to a specific agreement defining the intellectual property rights and terms and conditions governing the commercialization of these results, if relevant;
- 3.3 All documents produced by [Ecowatcher's name] on projects covered by the Agreement shall mention the participation of and be approved by Environment Canada's Biosphere; the corporate identity of Environment Canada's Biosphère shall be clearly visible on all educational documents, all promotional tools and all presentations about these programs in the following manner: [depending on project]. For its part, the Biosphère agrees to clearly identify [Ecowatcher's name] and use the corporate identity approved by [Ecowatcher's name] in its communications related to the project;
- 3.4 Each party shall be responsible for travel and accommodation expenses incurred by collaborators attached to each of the Parties involved in activities taking place under the Agreement. Expenses related to special activities created or initiated on the basis of the Agreement shall each time be subject to a budget plan allocating the expenses between the Parties and/or a third party;
- 3.5 The Parties are committed to make sure that this Agreement project is in conformity with the objectives and results aimed by the Canada-Quebec Agreement on the St. Lawrence.

ARTICLE 4: WORK PLAN

- 4.1 Any activity or program of activities developed under the Agreement shall be agreed to by the partners and, if relevant, include a budget plan approved by the Parties to the Agreement.

ARTICLE 5: TERM OF THE AGREEMENT

- 5.1 The Agreement comes into force as soon as it is signed by the authorized representatives of each Party;
- 5.2 The term of this agreement is [depending on the type of project – maximum of three years);
- 5.3 The Agreement may be revised at the written request of either of the Parties and any amendments shall be confirmed in writing by both Parties;
- 5.4 The Agreement may be cancelled upon verbal notice given by one Party to the other and confirmed in writing within five (5) days, or on written notice sent by hand or registered mail to the addresses indicated herein and said notice shall be deemed to have been received on the fifth working day following the date on which it was mailed. In the event that the Agreement is cancelled, each Party agrees to release the other from any liability or claims and to refrain from action against the other for any losses or damages arising from the termination of the Agreement. If the Agreement is cancelled or not renewed, the Parties shall allow the collaborators designated by the collaborators concerned by the Agreement to complete such agreed-upon activities as they have already begun.

ARTICLE 6: REPRESENTATIVES TO IMPLEMENT THE AGREEMENT

The Parties each designate a representative to implement the Agreement:

[name of representative] for [Ecowatcher's name], and
[name of representative] for the Biosphère.

ARTICLE 7: AGREEMENT DOES NOT CREATE PARTNERSHIP

[Ecowatcher's name] recognizes that its only tie to Environment Canada's Biosphere Branch is the exchange of project information and data and that no ties of any kind whatsoever shall be inferred from the provisions of the Agreement or from any other action of the Minister, and for greater certainty, that there is neither a partnership, joint venture nor an agency relationship between the Parties.

ARTICLE 8: APPLICABLE LEGISLATION

This Agreement shall be governed by and interpreted according to the laws of the Province of Quebec.

[Ecowatcher's name]

[Name]
[Title]

Date

The Biosphère of Environment Canada

[Nom]
[Title]

Date

DESCRIPTION OF PROJECT