

**CANADA-QUEBEC AGREEMENT ON THE ST. LAWRENCE 2011–2026  
(St. Lawrence Action Plan 2011–2026)**

**AMENDMENT No 2**

Between

**THE GOVERNMENT OF CANADA**, hereinafter “Canada”, represented by the Minister of the Environment,

And

**THE GOVERNMENT OF QUEBEC**, hereinafter “Quebec”, represented by the Quebec Minister of the Environment and Fight Against Climate Change and the Quebec Minister responsible for Canadian Relations and the Canadian Francophonie,

Hereinafter called “the Parties”.

WHEREAS the Parties have signed the 2011–2026 Canada-Quebec Agreement on the St. Lawrence (St. Lawrence Action Plan 2011–2026) (hereinafter “the Agreement”) on January 9, 2012;

WHEREAS the Parties agree to continue implementing the Agreement as provided for;

WHEREAS provision 6.2 of the Agreement states that, except for Appendices E and G, the appendices will be reviewed in the years ending on March 31, 2016, and March 31, 2021;

WHEREAS the Parties signed on July 17, 2017 amendment no 1 to the Agreement to replace Appendices A to G of the latter for the period starting on April 1, 2016, and ending on March 31, 2021;

WHEREAS the Parties would like to again replace Appendices A to G of the Agreement for the period starting on April 1, 2021, and ending on March 31, 2026;

**NOW, THEREFORE, the Parties agree as follows:**

**1. Purpose of the amendment**

The purpose of this amendment is to replace Appendices A to G of the Agreement for the period starting on April 1, 2021, and ending on March 31, 2026.

**2. Changes**

Appendices A to G of the Agreement are replaced by Appendices A to G attached to this amendment.

**3. Validity period**

Despite the date of signature by all the Parties, this amendment is valid for the period beginning on April 1, 2021, and ending on March 31, 2026.

**4. Final dispositions**

This amendment is an integral part of the Agreement entered into between the Parties on January 9, 2012, as subsequently modified, and is subject to all its dispositions.

All other conditions of the Agreement remain unchanged.

**IN WITNESS WHEREOF, the Parties acknowledge that they have read and accepted all the modifications made to the Agreement through this amendment and have signed, in duplicate, on the dates indicated below:**

**FOR THE GOVERNMENT OF CANADA**

\_\_\_\_\_  
Mr. Jonathan Wilkinson  
Minister of Environment

Date: \_\_\_\_\_

**FOR THE GOVERNMENT OF QUEBEC**

\_\_\_\_\_  
Mr. Benoit Charette  
Quebec Minister of Environnement et de la Lutte contre les changements climatiques

Date: \_\_\_\_\_

\_\_\_\_\_  
Ms. Sonia LeBel  
Quebec Minister responsible for Canadian Relations and the Canadian Francophonie

Date: \_\_\_\_\_

**APPENDIX A**  
**MANAGEMENT OF THE AGREEMENT**

**1. PURPOSE**

This appendix sets out terms and conditions for the management of the Agreement. These terms and conditions will contribute to the achievement of the expected objectives and results and to the effectiveness and coherence of the actions.

**2. OBJECTIVES**

The main objectives of this appendix are to:

- a) state the management structure for the implementation and monitoring of the Agreement;
- b) state the Parties' commitments regarding joint communications; and
- c) state the Parties' financial commitments for the purposes of this appendix.

**3. CO-CHAIRS OF THE AGREEMENT**

**3.1** The management of the Agreement contributes to the achievement of objectives and expected results, to the effectiveness and coherence of the actions, to decision making, to communications, and to the monitoring of the Parties' commitments. In order to ensure the implementation of the Agreement, the Parties agree to appoint co-chairs.

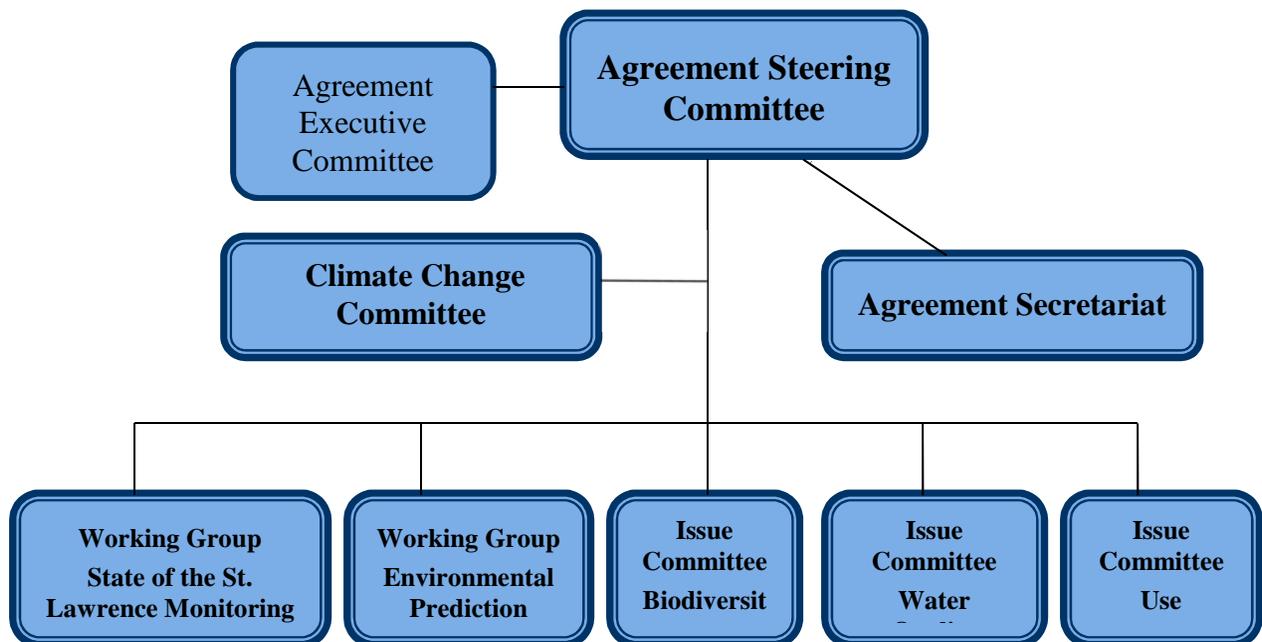
**3.2** Co-chairs of the Agreement

- a) The co-chairs of the Agreement are
  - i. for Canada, the Regional Director General, Atlantic and Quebec Region, of Environment and Climate Change Canada; and
  - ii. for Quebec, the Assistant Deputy Minister for Climate Change, Air and Water of the Ministère de l'Environnement et de la Lutte contre les changements climatiques.
- b) The roles and responsibilities of the co-chairs are to
  - i. oversee the implementation of the Agreement; and
  - ii. obtain the Parties' approval for amendments to the Agreement.

**4. MANAGEMENT STRUCTURE OF THE AGREEMENT**

The management structure of the Agreement, as illustrated in Figure 1, consists of:

- the Agreement Steering Committee (section 4.1);
- the Agreement Executive Committee (section 4.2);
- the Agreement Secretariat (section 4.3);
- Climate Change Committee (article 4.4);
- Issue Committees for the Joint Action Program (section 4.5); and
- two Working Groups (section 4.6).



**Figure 1. Management structure of the Agreement**

## **4.1 Agreement Steering Committee**

### **4.1.1 Composition**

The Agreement Steering Committee will be composed of

- a) the Agreement co-chairs;
- b) the co-secretaries responsible for the Agreement Secretariat, appointed by the Agreement co-chairs;
- c) one representative of each participant, as listed in section 8 below;
- d) two representatives of the Agreement Secretariat, responsible for coordinating the Agreement, namely one from Environment and Climate Change Canada and one from the Ministère de l'Environnement et de la Lutte contre les changements climatiques;
- e) the Issue Committee and Working Group co-chairs;
- f) The co-chairs of the Climate Change Committee;
- g) the co-chairs of the Concertation Committees that are taking part in carrying out the Joint Action Program; and
- h) two communications managers, one from Environment and Climate Change Canada and one from the Ministère de l'Environnement et de la Lutte contre les changements climatiques.

### **4.1.2 Roles and responsibilities**

The Agreement Steering Committee will

- a) oversee the management of the Agreement;
- b) delegate to the Agreement Executive Committee the responsibility for implementing the decisions made by the Agreement Steering Committee and overseeing day-to-day business;
- c) ensure that a forum on the St. Lawrence is held, as described in Appendix B;
- d) report regularly on the progress accomplished with regards to the orientations and objectives agreed upon in this Agreement;
- e) recommend amendments to the Agreement to the co-chairs, if necessary;

- f) recommend any other measures required for implementing the Agreement to the co-chairs;
- g) ensure that the Issue Committees, Working Groups and Concertation Committees regularly consider any opportunities for helping advance the tasks relating to the issues and programs; and
- h) discuss any other initiatives or concerns of the Parties regarding the St. Lawrence ecosystem and, if appropriate, recommend action that should be taken to the co-chairs.

### **4.1.3 Operations**

- a) If necessary during the course of the Agreement, each co-chair confirms in writing to his or her counterpart the names of the members of the Agreement Steering Committee.
- b) The annual schedule for meetings of the Agreement Steering Committee will be determined ahead of time. The Agreement Steering Committee will hold at least two meetings a year focusing respectively on the three priority issues identified in the Agreement, namely biodiversity conservation, sustainable use, and improved water quality.
- c) If a member of the Agreement Steering Committee is unable to attend a meeting, he or she will be replaced by his or her designated substitute. The designated substitute must be able to make decisions on behalf of the organization that he or she represents.
- d) Decisions by the members of the Agreement Steering Committee will be consensus-based whenever possible. If a consensus cannot be reached on a given topic, the decision will be made, also by consensus, by six members of the Agreement Steering Committee, namely three members chosen from each Party in accordance with the subject matter under discussion.

## **4.2 Agreement Executive Committee**

### **4.2.1 Composition**

The Agreement Executive Committee will be composed of:

- a) the Agreement co-chairs;
- b) the co-secretaries; and
- c) two representatives of the Agreement Secretariat responsible for coordinating the Agreement, namely one from Environment and Climate Change Canada and one from the Ministère de l'Environnement et de la Lutte contre les changements climatiques.

### **4.2.2 Roles and responsibilities**

The Agreement Executive Committee will

- a) implement the decisions made by the Agreement Steering Committee and oversee day-to-day administrative business connected with the Agreement; and
- b) organize the meetings of the Agreement Steering Committee and ensure follow-up on action items.

### **4.2.3 Change in Executive Committee composition**

If necessary during the course of the Agreement, each co-chair confirms in writing to his or her counterpart the names of the members of the Agreement Executive Committee.

### **4.3 Agreement Secretariat**

#### **4.3.1 Composition**

The Agreement Secretariat will be composed of

- a) the co-secretaries;
- b) two representatives responsible for coordinating the Agreement, namely one from Environment and Climate Change Canada and one from the Ministère de l'Environnement et de la Lutte contre les changements climatiques;
- c) the leads for coordinating the Issue Committees and the Working Groups, namely one from Environment and Climate Change Canada and one from the Ministère de l'Environnement et de la Lutte contre les changements climatiques ; and
- d) two communications advisors, namely one from Environment and Climate Change Canada and one from the Ministère de l'Environnement et de la Lutte contre les changements climatiques.

#### **4.3.2 Roles and responsibilities**

The Agreement Secretariat will

- a) continuously monitor the progress of the joint actions provided for in Appendices C, D and E with the co-chairs of the Issue Committees and Working Groups;
- b) provide coordination and logistical support to the three Issue Committees and two Working Groups;
- c) liaise with the Issue Committees, Working Groups, Concertation Committees as well as any other entity related to the St. Lawrence Action Plan 2011–2026;
- d) support the Agreement Steering Committee and Agreement Executive Committee in their responsibilities;
- e) coordinate the dissemination of information about the Agreement to the public; and
- f) subsequent to a Forum on the St. Lawrence, the Agreement Secretariat must plan and distribute the results, as applicable, especially to the participating stakeholders, Regional Round Tables and the Agreement Steering Committee.

#### **4.3.3 Change in Secretariat composition**

If necessary during the course of the Agreement, each co-secretary confirms in writing to his or her counterpart the names of the members of the Agreement Secretariat.

### **4.4 Climate Change Committee**

Article 4.2 of the Agreement indicates that climate change has an impact on the progress and dynamic of the issues prioritized in the Agreement. In this context, the Climate Change Committee is implemented in order to consider this impact and the accommodations to develop or implement as part of the Agreement, if applicable.

#### **4.4.1 Make-up**

The make-up of the Climate Change Committee is as follows:

- a) The co-chairs of the Climate Change Committee, one representing Canada and the other Quebec, as designated by the co-chairs of the Agreement;
- b) The coordinators of the Climate Change Committee, one representing Canada and the other Quebec, as designated by the co-chairs of the Climate Change Committee;
- c) Participants or expert collaborators in the field of climate change.

#### **4.4.2 Roles and responsibilities**

The Climate Change Committee:

- a) Remains up-to-date on the issues related to the impact of climate change on the St. Lawrence and needs to develop knowledge on the impact and solutions ;
- b) Informs and advises members of the Agreement Steering Committee;
- c) Informs and advises members of the working groups introduced in Appendices C and D;
- d) Informs and advises project leads from the Joint Action Program outlined in Appendix E;
- e) Ensures that activities are held to disseminate knowledge on the impact of climate change on the St. Lawrence and adaptation to these changes.

#### **4.4.3 Changing members of the Climate Change Committee**

As needed, during the duration of the Agreement, each Agreement co-chair confirms in writing to their counterpart the identity of the co-chairs of the Climate Change Committee.

As needed, during the duration of the Agreement, the co-chairs of the Climate Change Committee confirm to the co-secretaries the identity of their members.

#### **4.5 Joint Action Program Issue Committees**

An Issue Committee will be established for each of the three priority issues of the Agreement, namely biodiversity conservation, sustainable use, and improved water quality. These committees will be responsible for monitoring the progress of the joint actions in Appendix E, reporting on the achievement of set objectives, identifying obstacles to the implementation of projects and opportunities for developing other projects, and reporting on their work to the Agreement Steering Committee.

#### **4.5.1 Composition**

The Issue Committees will be composed of

- a) the Issue Committee co-chairs, namely one representing Canada and one representing Quebec, appointed by the Agreement co-chairs;
- b) representatives of the project leaders;
- c) two representatives of the Agreement Secretariat responsible for coordinating the Issue Committees, namely one from Environment and Climate Change Canada and one from the Ministère de l'Environnement et de la Lutte contre les changements climatiques; ;
- d) one communications advisor, namely one from Environment and Climate Change Canada and one from the Ministère de l'Environnement et de la Lutte contre les changements climatiques; ; and
- e) other participants or collaborators as necessary.

#### **4.5.2 Roles and responsibilities**

Each Issue Committee will

- a) continuously monitor the progress of projects carried out under Appendix E with the project leaders and discuss the development of new projects and the linkages between them;
- b) report annually to the Agreement Steering Committee on the progress of the projects and the achievement of the objectives;
- c) communicate concerns stemming from its work to the Agreement Steering Committee; and
- d) delegate representatives to attend the Forum on the St. Lawrence.

#### **4.5.3 Change in Issue Committee composition**

If necessary during the course of the Agreement, each co-chair confirms in writing to his or her counterpart the names of the co-chairs of the Issue Committees.

If necessary during the course of the Agreement, the co-chairs of each Issue Committee will confirm in writing to the co-secretaries the names of their members.

### **4.6 Working Groups**

The Working Groups will bring together experts from the federal government and the Quebec government with the goal of combining their efforts in state of the St. Lawrence monitoring and in environmental prediction. The results of their work will help support decision making regarding the St. Lawrence.

#### **4.6.1 Composition**

Each Working Group will be composed of

- a) the Working Group co-chairs, namely one representing Canada and one representing Quebec, appointed by the Agreement co-chairs;
- b) one representative of each participant involved in appendices C or D of the Agreement;
- c) two representatives of the Agreement Secretariat responsible for coordinating the Working Groups, namely one from Environment and Climate Change Canada and one from the Ministère de l'Environnement et de la Lutte contre les changements climatiques; ;
- d) one communications advisor, from either Environment and Climate Change Canada or the Ministère de l'Environnement et de la Lutte contre les changements climatiques; and

- e) other participants or collaborators, if necessary.

#### 4.6.2 Roles and responsibilities

Each working group will

- a) implement the programs set out in Appendices C or D;
- b) report annually to the Agreement Steering Committee on the progress of its work;
- c) communicate concerns stemming from its work to the Agreement Steering Committee; and
- d) delegate representatives to attend the Forum on the St. Lawrence.

#### 4.6.3 Change in Working Group composition

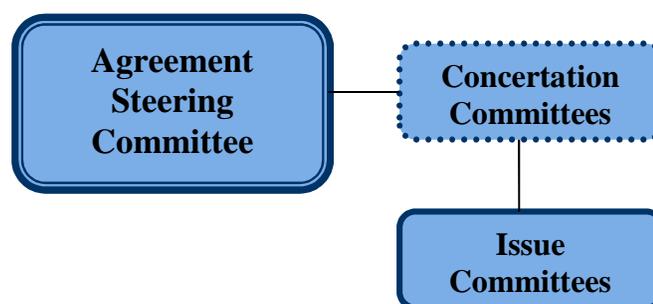
If necessary during the course of the Agreement, each co-chair confirms in writing to his or her counterpart the names of the co-chairs of the Issue Committees.

If necessary during the course of the Agreement, the co-chairs of each Working Group will confirm the names of their members in writing to the co-secretaries.

### 5. CONCERTATION COMMITTEES

5.1 Thematic Concertation Committees will be acknowledged or established by the Agreement Steering Committee to address crosscutting or specific problematics. These committees will be composed of representatives of Canada and Quebec, as well as collaborators involved in the problematic in question.

5.2 These Concertation Committees will play an advisory role to the Agreement Steering Committee, as shown in Figure 2 below:



**Figure 2: Relationship of the Concertation Committees to the Agreement management structure**

5.3 In addition to promoting concertation with a view to developing action plans and intervention strategies, the Concertation Committees must also report to the Issue Committees on their projects under the Joint Action Program. Furthermore, the co-chairs of the Concertation Committees will be members of the Agreement Steering Committee, will communicate concerns stemming from their concertation, and will be invited to participate in the Forum on the St. Lawrence.

### 6. JOINT COMMUNICATIONS

6.1 Since the St. Lawrence is a part of daily life for most Quebec residents and is the focus of growing interest among the public at large, it is vital to communicate the results of the Agreement to all clienteles, including participants, collaborators and users. The Parties therefore agree that

- a) two advisors, namely one from Environment and Climate Change Canada and one from the Ministère de l'Environnement et de la Lutte contre les changements climatiques, will support all communications files, with the cooperation of the members of the Agreement Secretariat, Issue Committees and Working Groups; and

- b) the main communication tool for promoting the Agreement and disseminating information on the work carried out under the Agreement will be a joint Canada–Quebec website with a style and structure specific to the St. Lawrence Action Plan. The Parties must agree on the site’s content and terms of use, which are included in the communications protocol as set out in section 6.4.
- 6.2** Communications must comply with applicable legislation, including, without being limited to, access to information legislation, privacy legislation, and the terms of this Agreement.
- 6.3** Joint communications under the Agreement are of two types, namely general communications and sectoral communications. General communications are communications under the Agreement issued on behalf of the Parties to the Agreement. Sectoral communications are carried out under the Agreement on behalf of Issue Committees, Working Groups or Concertation Committees and convey information about specific projects or activities.
- 6.4** The communications protocol, approved by the Agreement Steering Committee, shall allow for:
- setting out the guiding principles of communications with respect to advertising, promotion, media relations, corporate identity, event planning (such as press conferences, public announcements and other joint ceremonies) and publishing, including on the Internet;
  - helping all target audiences to have access to information that is of high quality, objective and comprehensive related to the mandates, activities and achievements of the Agreement;
  - equitable representation and visibility for Parties in the implementation of the Agreement and for the completion of joint activities; and
  - linkage of communications with the programs and initiatives of Quebec and Canada.
- 6.5** Communications advisors shall propose directions for communications annually, develop and update an annual communications plan, provide the necessary support for the implementation of communications activities as per the communications protocol.
- 6.6** The communications directors shall report to the Agreement Steering Committee.

## 7. 2021-2026 FINANCIAL COMMITMENTS

The financial commitments for this appendix pertain to the implementation and operation of the Agreement Secretariat and to general communications under section 6. Budgets planned for sectoral communications as well as for participation of communications advisors in the Issue Committees, Working Groups, Agreement Executive Committee and Agreement Steering Committee are the financial responsibility of each participant concerned.

Table 1 below shows the forecasted budgets for each participant involved in this appendix.

**Table 1: Summary of Financial Commitments – 2021 to 2026 (\$K)**

Objective	Quebec	Canada
	MELCC	ECCC
Secretariat : coordination and logistical support	814.6	2,650.0
Climate Change Committee	35.0	47.5
General communications	581.5	648.5
<b>Total Quebec / Canada</b>	<b>1,431.1</b>	<b>3,346.0</b>
<b>TOTAL</b>	<b>4,777.1</b>	

## 8. LIST OF PARTICIPANTS

<b>AAFC</b>	Agriculture and Agri-Food Canada
<b>CSA</b>	Canadian Space Agency
<b>DFO</b>	Fisheries and Oceans Canada
<b>ECCC</b>	Environment and Climate Change Canada
<b>HC</b>	Health Canada
<b>IAAC</b>	Impact Assessment Agency Canada
<b>MAMH</b>	Ministère des Affaires municipales et de l’Habitation du Québec
<b>MAPAQ</b>	Ministère de l’Agriculture, des Pêcheries et de l’Alimentation du Québec
<b>MELCC</b>	Ministère de l’Environnement et de la Lutte contre les changements climatiques
<b>MERN</b>	Ministère de l’Énergie et des Ressources naturelles du Québec
<b>MFFP</b>	Ministère des Forêts, de la Faune et des Parcs du Québec
<b>MSP</b>	Ministère de la Sécurité publique du Québec
<b>MSSS</b>	Ministère de la Santé et des Services sociaux du Québec
<b>MTO</b>	Ministère du Tourisme du Québec
<b>MTQ</b>	Ministère des Transports du Québec
<b>PCA</b>	Parks Canada
<b>PHAC</b>	Public Health Agency of Canada
<b>PSPC</b>	Public Services and Procurement Canada
<b>TC</b>	Transport Canada

**APPENDIX B**  
**INTEGRATED MANAGEMENT OF THE ST. LAWRENCE**

**1. PURPOSE**

- 1.1** The management of the St. Lawrence is a challenge. The governments of Canada and Quebec each have fields of jurisdiction allowing them to take action on the St. Lawrence. Each carries out activities under programs implemented by various government departments, ministries and agencies. Users of the St. Lawrence also carry out activities of their own. This situation calls for implementing a management approach that will reconcile all of these activities and thus ensure coherence among them.
- 1.2** The governments of Canada and Quebec base this approach on mechanisms for concertation among all decision makers and users of the St. Lawrence. The purpose of this appendix is to set out the terms and conditions of the approach.

**2. OBJECTIVES**

The main objectives of this appendix are to

- a) define the terms and conditions for implementing integrated management of the St. Lawrence (IMSL); and
- b) identify the Parties' financial commitments in connection with this appendix.

**3. INTEGRATED MANAGEMENT OF THE ST. LAWRENCE MECHANISMS**

- a) In order to ensure IMSL, the Parties agree to continue to implement the concertation process with the stakeholders involved in issues related to the St. Lawrence, in accordance with their respective jurisdictions. This process involves the organization of the Forum on the St. Lawrence and the implementation of Regional Round Tables (RRTs). As a complement to this process, the Priority Intervention Zones (PIZ) program is ongoing.
- b) For issues specifically concerning the Quebec portion of the Gulf of St. Lawrence, stakeholders will collaborate by means of the mechanisms developed and implemented under the Agreement, namely the Forum on the St. Lawrence (Forum), the RRTs, and the Concertation Committees operating under the Joint Action Program, as described in Appendix E.

**3.1 Regional Round Tables**

- 3.1.1** RRTs are consensus-building fora whose goal is to get the various regional stakeholders involved in the management of the resources and uses of the St. Lawrence for optimal harmonization of their actions in order to contribute to IMSL.
- 3.1.2** The objectives are to
- a) promote collaboration between the regional stakeholders involved in St. Lawrence issues in the targeted area, using the integrated management approach; and
  - b) ensure the development, adoption and monitoring of the implementation of a Regional Integrated Management Plan (RIMP) representative of the regional stakeholders' priorities and wishes.
- 3.1.3** Quebec will designate an organization to ensure the coordination of the RRT for each zone of the St. Lawrence. This organization will be responsible for ensuring that the interests of all stakeholders involved in St. Lawrence issues in a targeted area receive fair representation.

- 3.1.4 Between now and March 31, 2026, all RRTs will be implemented in all integrated management zones of the St. Lawrence.
- 3.1.5 Under the *Act to affirm the collective nature of water resources and encourage better governance of water and associated areas*, CQLR c C-6.2, the Ministère de l'Environnement et de la Lutte contre les changements climatiques; approves the RIMP filed by each RRT. Environment and Climate Change Canada will collaborate, if need be, in the consultation with federal departments prior to this approval.

### **3.2 ZIP Program**

The ZIP Program will allow its beneficiaries to establish or participate in activities encouraging the concertation of St. Lawrence stakeholders targeting the priority issues identified in the Agreement, namely biodiversity conservation, sustainable use, and improved water quality while supporting IMSL implementation. Concertation activities held by the program's beneficiaries therefore complement concertation activities that the RRTs are tasked to conduct as part of IMSL.

### **3.3 Forum on the St. Lawrence**

The Forum on the St. Lawrence is an event put on by the Parties inviting St. Lawrence stakeholders from the First Nations, municipal, economic, community, environmental, recreational, research and education sectors along with governments who have responsibilities or interests connected with the management of its ecosystem, resources and uses.

- 3.3.1** The Forum's general objective is to pool together the concerns, expertise, tools, resources, and possible solutions of stakeholders in order to encourage the concertation of stakeholders on St. Lawrence issues.

Specific objectives will be developed for each Forum depending on the chosen theme.

- 3.3.2** The responsibility for organizing the event lies with the Agreement Secretariat, in collaboration with RRT coordinators, in accordance with their interests.

The Agreement co-chairs approve the content of the Forum content, which is then presented to the Agreement Steering Committee.

#### 4. 2021-2026 FINANCIAL COMMITMENTS

4.1 The table below shows the forecasted budgets for each participant in connection with supporting the implementation of IMSL:

**Table 1: Support for the Implementation of IMSL – 2021 to 2026**

Objective	Budget (\$K)	
	Quebec	Canada
	MELCC	ECCC
Support the coordination of 12 RRTs	6,500.0	0
Organize the Forum on the St. Lawrence	250.0	125.0
Support the implementation of IMSL	703.5	0
Continue the ZIP Program	0	6,037.5
<b>Total Quebec / Canada</b>	<b>7,453.5</b>	<b>6,162.5</b>
<b>Total</b>	<b>13,616.0</b>	

**APPENDIX C**  
**STATE OF THE ST. LAWRENCE MONITORING PROGRAM**

**1. DEFINITIONS**

In addition to the definitions stated in the Agreement, the following definitions apply to this appendix:

**Environmental information**

All information resulting from the State of the St. Lawrence Monitoring Program (SSLMP) that can be used to describe, understand, monitor or explain the state of the St. Lawrence and document the need for intervention.

**Environmental indicator**

A datum or statistic that makes it possible to qualify a characteristic of the environment. A set of environmental indicators that covers all components of the environment, including water, sediments, biological resources and shorelines, providing us with information about the state of an ecosystem and how it is changing.

**2. PURPOSE**

This appendix states the terms and conditions for the implementation and operation of the SSLMP. The purpose of this program is to coordinate the environmental monitoring activities carried out by the participants and their collaborators on the entire St. Lawrence and its riparian strip.

**3. PRINCIPLES**

The Parties acknowledge that the following principles will guide all decisions made in implementing this appendix:

- a) **Flexible, efficient coordination** — Given the diversity of the participants in implementation of this appendix and their autonomy in the collection, interpretation and dissemination of data or information, a coordination mechanism must be put in place to ensure coherence within the SSLMP. This coordination mechanism will apply on three levels: the implementation of monitoring activities; the integration and dissemination of information; and changes in the Monitoring Program.
- b) **Evolution** — The participants in implementing this appendix agree that the SSLMP must evolve with changing scientific knowledge to allow for better definition of the monitoring elements, issues and client expectations.
- c) **Synergy and integration** — The participants in implementing this appendix agree to implement the monitoring elements for which they have agreed to be responsible. They will provide regular status reports on changes in the St. Lawrence as a whole, leveraging the synergy created by all of 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 individually by the participants. These links will be established through consultations among the participants.
- d) **Promptness** — The Working Group on State of the St. Lawrence Monitoring, which will be responsible for coordinating and implementing the SSLMP, will act quickly to promote collaboration among the participants.
- e) **Complementarity** — The SSLMP participants agree that effective, efficient environmental monitoring of the St. Lawrence must be complementary to the efforts of all SSLMP participants, to avoid duplicating their respective monitoring activities.

## 4. OBJECTIVES

The purpose of this appendix is to confirm the participants' commitment to ensuring the sustainability of the SSLMP by maintaining environmental monitoring and information dissemination activities.

The resulting environmental data and information will be used to facilitate decision making and determine appropriate measures for promoting St. Lawrence conservation. The data required pertain to a set of environmental variables representing the main environmental components and are based on sufficient temporal and spatial coverage.

The monitoring program promotes achievement of the following objectives:

- 4.1** To report on the state and evolution of the St. Lawrence using scientific information generated by the SSLMP by
- a) coordinating the environmental monitoring activities carried out on the St. Lawrence by the participants, selected on the basis of their relevance for the entire St. Lawrence and its riparian strip;
  - b) optimizing the participants' acquisition of environmental data on the St. Lawrence to avoid duplication of efforts; and
  - c) maximizing the environmental information that is obtained by interpreting it in light of the data collected through other SSLMP monitoring activities.
  - d) ensuring leadership in integrated environmental monitoring program management, in particular the periodic review of the program in order to preserve relevance, according to users' needs and in harmony with the mandates and resources of each participant.

The monitoring activities agreed upon by the participants in implementing this Appendix are listed in Table 1 below. For each monitoring element, the table lists the corresponding component, the data collection frequency, and the next deadline for collecting new data.

- 4.2** To regularly disseminate information to decision makers and riverside communities about the health of and changes in the St. Lawrence River using means that are tailored to their needs and that facilitate access to information by
- a) providing decision makers with integrated environmental information allowing changes in the state of the St. Lawrence to be presented in order to support decision making with regard to the St. Lawrence;
  - b) providing the public with integrated environmental information and an overview of the health of and changes in the St. Lawrence; and
  - c) regularly producing and disseminating information stemming from the various environmental indicators of which the SSLMP is composed.

Table 2 below shows the schedule for dissemination activities during the course of the SSLMP.

- 4.3** The tables referred to in this appendix are as follows:

Table 1, showing the monitoring activities planned by the participants in implementing the SSLMP from 2016 to 2026; and

Table 2, showing the schedule for dissemination of the results of the SSLMP from 2016 to 2026.

**Table 1: State of the St. Lawrence Monitoring Activities – 2021 to 2026**

#	COMPONENT		ELEMENT	COLLECTION FREQUENCY	COLLECTION DEADLINE	PARTICIPANT RESPONSIBLE
1	Water		Water flows and levels through the hydrometric network	15 min. as scheduled		ECCC/MELCC/DFO <sup>1</sup>
2	Water		Water contamination by toxins in the river	Monthly		ECCC
3	Water		Water contamination by organic toxins at the mouths of the Richelieu and Yamaska rivers	3 times/year (continuously for 2 weeks)		MELCC
4	Water	*	Physico-chemical and bacteriological parameters of the water in the river	Monthly		MELCC
5	Water	☒	Physico-chemical parameters of the water in the estuary and gulf	Annually		DFO
6	Water	*	Shellfish water quality in the estuary and gulf	Every two months to annually		ECCC
7	Water	*	Monitoring of potential swimming sites	Weekly (summer)		MELCC
8	Water		Monitoring of pesticides	Annually		MELCC/ECCC
9	Sediments (riverbed)		Toxic contamination in sediments in the fluvial lakes	Spread out over 2 years per lake visited every 10 years (rotating between 3 lakes)	2023	ECCC
10	Bio. Resources		Composition of freshwater wetlands	Annually (plant communities and every 10 years (comprehensive mapping))		ECCC
11	Bio. Resources		Benthic macro-invertebrate communities in Lac Saint-Pierre	Annually		ECCC
12	Bio. Resources		Monitoring of freshwater fish communities	Annually (rotation of the six sectors / 5 years)		MFFP
13	Bio. Resources	*	Contamination of freshwater fish by toxins	Annually (rotation of the six sectors / 5 years)		MELCC
14	Bio. Resources	☒	Phytoplankton communities in the estuary and gulf	Annually		DFO
15	Bio. Resources	☒	Zooplankton communities in the estuary and gulf	Annually		DFO
16	Bio. Resources	☒	Monitoring of toxic algae in the estuary and gulf	Annually		DFO
17	Bio. Resources		Status of seabird populations	5 years	2025	ECCC
18	Bio. Resources		Status of the Northern Gannet population	5 years	2024	ECCC
19	Bio. Resources		Status of the Great Blue Heron population	4 years	2023	ECCC
20	Bio. Resources		Status of the beluga population	Annually (Carcass program) and 5 years (aerial inventory)	2024	DFO/PCA
21	Bio. Resources		Status of the striped bass population	Annually		MFFP
22	Bio. resources		Monitoring of invasive aquatic plant species in the St. Lawrence	Annually (visit of stations every three years)	2023	MELCC/DFO
23	Bio. Resources		Monitoring of invasive aquatic animal species	Annually	2022	DFO

24	Shoreline		Land cover monitoring	10 years	2025	ECCC
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<sup>1</sup> Hydrologic monitoring of the St. Lawrence is conducted with other collaborators: Hydro-Québec, 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 DFO's Atlantic Zone Monitoring Program.

**Table 2: Schedule of Activities for Disseminating the Results of the SSLMP – 2021 to 2026**

<b>Component</b>	<b>Monitoring Activity</b>	<b>Participant responsible</b>	<b>2021 -</b> <b>2022</b>	<b>2022 -</b> <b>2023</b>	<b>2023 -</b> <b>2024</b>	<b>2024 -</b> <b>2025</b>	<b>2025 -</b> <b>2026</b>
	<b>Factsheet</b>						
Water	Water flows and levels through the hydrometric network	ECCC/MELCC/DFO <sup>1</sup>					X
Water	Water contamination by toxins in the river	ECCC					X
Water	Water contamination by organic toxins at the mouths of the Richelieu and Yamaska rivers	MELCC				X	
Water	Physico-chemical and bacteriological parameters of the water in the river	MELCC	X				
Water	Physico-chemical parameters of the water in the estuary and gulf	DFO				X	
Water	Shellfish water quality in the estuary and gulf	ECCC					X
Water	Monitoring of potential swimming sites	MELCC					X
Water	Monitoring of pesticides	MELCC/ECCC				X	
Sediments	Sediment contamination by toxins in the fluvial lakes	ECCC					X
Bio. res.	Composition of freshwater wetlands	ECCC	X			X	
Bio. res.	Benthic macro-invertebrate communities in Lac Saint-Pierre	ECCC	X			X	
Bio. res.	Monitoring of freshwater fish communities	MFFP					X
Bio. res.	Contamination of freshwater fish by toxins	MELCC					X
Bio. res.	Phytoplankton, toxic algae and zooplankton in the estuary and gulf of the St. Lawrence <sup>2</sup>	DFO				X	
Bio. res.	Status of seabird populations	ECCC				X	
Bio. res.	Status of the Northern Gannet population	ECCC					X
Bio. res.	Status of the Great Blue Heron population	ECCC					X
Bio. res.	Status of the beluga population	DFO/PCA					X
Bio. res.	Status of the striped bass population	MFFP					X
Bio. res.	Monitoring of invasive aquatic plant species	MELCC		X			
Bio. Res.	Monitoring of invasive aquatic animal species	DFO		X			
Shoreline	Land cover monitoring	ECCC					X
	<b>Publications – Overview (5 years)</b>					X	
	<b>Event – Organization of a meeting (4 years)</b>						X

<sup>1</sup> Hydrologic monitoring of the St. Lawrence is conducted with other collaborators: Hydro-Québec, US Geological Survey, New York Power Authority / Ontario Power, St. Lawrence Seaway.

<sup>2</sup> This fact sheet covers three monitoring activities.

## **5. ADMINISTRATIVE CONDITIONS**

The implementation of the SSLMP will be overseen by the Working Group on State of the St. Lawrence Monitoring. The composition, roles and responsibilities of the Working Group are set out in Appendix A – Management of the Agreement.

## **6. RESPONSIBILITIES**

The responsibilities of the participants in implementing this appendix include the processing and storage of and access to the data they have on state of the St. Lawrence monitoring, as well as data interpretation and dissemination. These are defined as follows:

### **6.1 Acquisition and processing**

Each participant agrees to oversee the acquisition of data pertaining to its own St. Lawrence monitoring activities and to document the environmental indicators for which it is responsible, using appropriate, recognized scientific data processing methods.

### **6.2 Storage**

Each participant agrees to store the data collected and environmental information generated for which it is responsible, using appropriate long-term storage methods.

### **6.3 Data access and intellectual property**

The terms governing data access and intellectual property are set out in Appendix F – Information Sharing and Intellectual Property Rights.

### **6.4 Production and Dissemination**

- a) The participants in implementing this appendix agree to produce and disseminate the environmental information that they obtain according to the frequency stated in Table 2 and specific to the characteristics of the monitoring activities for which they are responsible. The participants agree to carry out the data dissemination activities set out in this appendix so as to provide clients with objective, integrated information on the state and evolution of the St. Lawrence and to enable an accurate assessment of the St. Lawrence based on its current state.
- b) The participants in implementing this appendix will encourage community organizations to take part in the dissemination of environmental information stemming from the SSLMP, particularly information relevant to riverside communities.

## **7. FINANCIAL COMMITMENTS**

**7.1** The participants in the implementation of this appendix are responsible for achieving the set objectives and managing their budgets, and each remains accountable for the budgetary resources that it plans to invest.

**7.2** Each participant in the implementation of this Appendix commits to prioritizing the allocation of the necessary funds to the maintenance of the various SSLMP activities for which it is responsible, as far as its mandates, powers and resources allow. In addition, a participant may, at any time, dedicate additional funds to its own SSLMP activities.

**7.3** The Working Group on State of the St. Lawrence Monitoring is seeking additional funding for the achievement of the SSLMP objectives. If additional funding is obtained, the Working Group will allocate it to the various participants according to the terms and conditions agreed upon by the group.

Table 3 below shows a financial planning summary for the SSLMP from 2021 to 2026.

**Table 3: Financial Planning Summary for the SSLMP – 2021 to 2026**

Objectives	Budget (\$K)				
	Quebec		Canada		
	MELCC	MFFP	ECCC	DFO	PCA
1- Report on the state and evolution of the St. Lawrence using the scientific information generated by the SSLMP	1,945.4 *465.0	1,950.0 *285.0	3,995.1	13,316.0	90.0
2- Regularly disseminate information to decision makers and riverside communities about the state and evolution of the St. Lawrence using means that are tailored to their needs and that facilitate access to information	267.0	69.0	412.8	65.0	10.0
3- Provide leadership in integrated environmental monitoring program management	85.8	17.5	190.6	17.5	5.0
<b>Total participant</b>	<b>2,763.2</b> <b>(*465.0)</b>	<b>2,321.5</b> <b>(*285.0)</b>	<b>4,598.5</b>	<b>13,398.5</b>	<b>105.0</b>
<b>Total Quebec/Canada</b>	<b>5,084.7</b> <b>(*750.0)</b>		<b>18,102.0</b>		
<b>Total</b>	<b>23 186.7</b>				

\* Contribution from Environment and Climate Change Canada pursuant to Appendix G – Financial Contribution from Environment and Climate Change Canada to the Quebec Ministère de l'Environnement et de la Lutte contre les changements climatiques

**7.4** Canada will invest \$18,102.8K over five years to contribute to the achievement of the objectives set out in this appendix. Quebec will invest \$4,335K; this figure includes a federal transfer of \$750K from Environment and Climate Change Canada. The Parties plan to jointly invest \$23,186.7K over five years.

**APPENDIX D**  
**NUMERICAL ENVIRONMENTAL PREDICTION PROGRAM**  
**FOR THE ST. LAWRENCE**

**1. DEFINITIONS**

In addition to the definitions stated in the Agreement, the following definitions apply to this appendix:

**Atmospheric modelling:** Numerical modelling of atmospheric processes, encompassing temperature, pressure, winds, humidity, clouds and precipitation. Atmospheric modelling integrates many observations in computer programs that apply the laws governing the evolution of the atmosphere.

**Ecohydraulic modelling:** Numerical modelling of spatialized relationships between fluvial hydrodynamics and living organisms in order to quantify the effects of different water level scenarios on various physical, chemical and biological components.

**Hydrodynamic modelling:** Numerical modelling of flow processes in the St. Lawrence and the resulting variables (speeds, levels, waves, tracer concentrations, water temperature, erosion/sedimentation processes).

**Hydrologic modelling and routing:** Numerical modelling of water transport processes in the St. Lawrence watershed (overland flow) and in tributaries to the St. Lawrence (watercourse flows and effects of collection and retention structures) and the resulting variables (flows, tracer concentrations, water temperature in watercourses, etc.).

**Numerical environmental prediction:** Numerical modelling activities based on observed data, aimed at forecasting changes in the physical, chemical and biological parameters of which the terrestrial and aquatic environment of the St. Lawrence and its watershed are composed.

**Numerical modelling:** Computer program that simulates physical, biological or chemical processes in mathematical form.

**Ocean-ice modelling:** Numerical modelling of ocean processes occurring in the estuary and Gulf of St. Lawrence (currents, water levels, temperature and salinity, ice and waves).

**Surface modelling:** Numerical modelling of the vertical processes (vertical transfer of mass and energy) in the St. Lawrence watershed and the resulting variables (snow density, thickness and temperature; water content and temperature in soil; soil and vegetation temperature; tracer concentrations).

**2. PURPOSE**

The purpose of the Numerical Environmental Prediction Program for the St. Lawrence is to coordinate and integrate the activities developed by each participant in implementing this appendix in order to gain a better understanding of the St. Lawrence ecosystem as a whole and to provide decision support tools for IMSL. The coordination of the activities is primarily based on short-term, operational, real-time prediction systems.

### 3. OBJECTIVES

3.1 The main objectives of this appendix are as follows:

3.1.1 Develop integrated, compatible tools to support decision making and water management planning with regard to the St. Lawrence and its watershed, including its tributaries, by

- a) providing a database of quantitative information for objective, rational decision making and planning;
- b) adding complementary data to the data obtained through St. Lawrence measurement, tracking and monitoring programs;
- c) simulating possible changes in physical, chemical and biological parameters; and
- d) considering applications requiring short- and medium-term predictions or long-term projections simulating the impact of climate change.

3.1.2 Develop and implement scientific and technical mechanisms for coordinating numerical atmospheric, terrestrial, aquatic and ecosystem models in a shared, integrated numerical environmental prediction system.

Table 1 below lists the activities and expected results for objectives 3.1.1 and 3.1.2.

3.1.3 Work together on the orientations of the 2021-2026 Joint Action Program as listed in Appendix E and subsequent programming and objectives of the State of the St. Lawrence River Monitoring Program listed in Appendix C (Table 2).

3.2 The establishment of a complete environmental prediction system is a long-term task. Over a 15-year planning horizon, the work began, from a territorial perspective, in 2010 with pilot studies on the watersheds of tributaries to the St. Lawrence and on targeted segments of the St. Lawrence. Then, the objective is to cover the entire St. Lawrence watershed. The tasks to be undertaken towards that objective will be defined annually in a work plan. Regarding the targeted derived products, quantity-related products will be analyzed more exhaustively, while advances in quality-, thermodynamics- and ecosystem-related products may be addressed on more of an ad hoc basis. Short time frames (up to 30 days) will be preferred initially, although the tools will be intended for use over as much as a seasonal time frame and could also eventually be used on a complementary basis for climatic analysis purposes over longer time frames.

Table 1 lists the activities and expected results from 2021 to 2026 under the Numerical Environmental Prediction Program for the St. Lawrence.

**Table 1: Activities and Expected Results – 2021 to 2026**

<b>Theme/Activity</b>	<b>Results / Derived Products</b>	<b>Application examples</b>
Evaluation and spatial interpolation of surface data covering the watersheds of St. Lawrence tributaries	Observation products of surface conditions on a grid.  <u>Variables:</u> <ul style="list-style-type: none"> <li>• Precipitation (rain and snowfall);</li> <li>• Air temperature;</li> <li>• Snow water equivalence, depth and density on the ground;</li> <li>• Wind speed and direction;</li> <li>• Soil Moisture/Temperature;</li> <li>• Vegetation temperature and vegetation conditions (evapotranspiration, foliage density);</li> <li>• Water evaporation from lake surfaces.</li> </ul>	<ul style="list-style-type: none"> <li>• Input data for hydrology monitoring, prediction and projection</li> <li>• Specialized products for urban areas</li> <li>• Specialized products for forestry and agriculture (flammability indices, soil moisture indices)</li> </ul>
Hydrologic modelling of the watersheds of tributaries to the St. Lawrence and assimilation of flow observations	Modelling and assimilation tools that can be used for hydraulic monitoring, hydrologic prediction and hydroclimatic projection.  <u>Variables:</u> <ul style="list-style-type: none"> <li>• Overland flows;</li> </ul>	<ul style="list-style-type: none"> <li>• Flood response support products</li> <li>• Integrated water resource management support products</li> <li>• Water control structure management support</li> </ul>

and surface data	<ul style="list-style-type: none"> <li>• <u>Watercourse flows.</u></li> </ul>	<p>products</p> <ul style="list-style-type: none"> <li>• Water availability indicators</li> </ul>
Hydrodynamic modelling of the river system of the St. Lawrence,* Richelieu and Ottawa and assimilation of flow and level observations and surface data	<p>Modelling and assimilation tools that can be used for hydraulic monitoring, prediction and scripting scenarios.</p> <p><u>Variables:</u></p> <ul style="list-style-type: none"> <li>• Water levels;</li> <li>• Velocity of currents;</li> <li>• Water masses and pathway;</li> <li>• Flooded zones and flood depths;</li> <li>• Temperatures;</li> <li>• Waves;</li> <li>• Ice.</li> </ul>	<ul style="list-style-type: none"> <li>• Search and Rescue program support products</li> <li>• Accidental chemical or petroleum spill support products</li> <li>• Water control activity support products</li> <li>• Drinking water intake protection zone</li> <li>• Water availability and quality indicators</li> <li>• Floodplain mapping</li> </ul>
Modelling characterizing the dynamics of the main St. Lawrence ecosystems	<p>Modelling and assimilation tools that can be used for hydraulic monitoring, prediction and scripting scenarios of changes in the state of ecosystems.</p> <p><u>Variables:</u></p> <ul style="list-style-type: none"> <li>• Animal and plant habitats;</li> <li>• Water quality.</li> </ul>	<ul style="list-style-type: none"> <li>• Ecosystem health indicators</li> <li>• Analyses of socio-economic impacts (navigation, various uses, etc.)</li> </ul>
Ocean-ice modelling of the estuary and Gulf of St. Lawrence.	<p>Modelling and assimilation tools that can be used for hydraulic monitoring, prediction and scripting scenarios</p> <p><u>Variables:</u></p> <ul style="list-style-type: none"> <li>• Ice (concentration, thickness, pressures);</li> <li>• Oceanographic parameters (temperature, currents, salinity).</li> </ul>	<ul style="list-style-type: none"> <li>• Improved atmospheric forecasts (days to seasons)</li> <li>• Accidental chemical or petroleum spill support products</li> <li>• Search and Rescue program support products</li> </ul>

\* St. Lawrence river system: St. Lawrence River, Lac des Deux-Montagnes, Lac Saint-Louis, Lac Saint-Pierre, Lac Saint-François, Mille-Iles and Prairies rivers, and the Sainte-Anne, Vaudreuil and Beauharnois channels.

#### 4. ADMINISTRATIVE CONDITIONS

- 4.1 The implementation of the Numerical Environmental Prediction Program is overseen by the Working Group on Numerical Environmental Prediction. Its composition, roles and responsibilities are set out in Appendix A – Management of the Agreement.
- 4.2 The terms governing information sharing and intellectual property rights are set out in Appendix F – Information Sharing and Intellectual Property Rights.

## 5. ROLES AND RESPONSIBILITIES

The roles and responsibilities of the participants in this appendix are as follows:

### 5.1 Environment and Climate Change Canada

- a) Develop and integrate an operational data and forecast assimilation system that can be used to estimate the hydrologic and thermodynamic cycle of the St. Lawrence watershed (atmosphere, soil, snow, vegetation, hydrology, lakes, ice, oceans, hydrodynamics);
- b) Develop and consolidate an integrated St. Lawrence River modelling system, using two-dimensional hydrodynamic simulations that cover the entire river, combined with simulations of natural waves, water quality and sedimentation;
- c) Develop a high-definition numerical terrain model that provides a precise representation of the river;
- d) Identify and integrate the relationships between fluvial physics and living organisms; and
- e) Develop and implement decision support tools, such as the posting of dynamic indicators of the state of the fluvial ecosystem online, the addition of water quality assessment capabilities, and the assessment of the impact of climate change on various uses of the St. Lawrence River.

### 5.2 Ministère de l'Environnement et de la Lutte contre les changements climatiques

- a) Develop and integrate mechanisms for the spatial interpolation of meteorological and snow data to build its capacity to produce climate information to support various activities affecting human security, sustainable development and long-term knowledge of the climate of Quebec;
- b) Develop and integrate hydrologic modelling and routing mechanisms for the watersheds of tributaries to the St. Lawrence to build its capacity to create operational applications for predicting and projecting flows and various other applications in hydrological modelling; and
- c) Develop and integrate hydraulic modelling mechanisms for simulating river outflows to tributaries to the St. Lawrence to build its capacity to create applications to delimit flood areas and various other applications in hydraulic modelling.

### 5.3 Fisheries and Oceans Canada

- a) Develop and integrate an operational ocean-ice modelling system covering the estuary and Gulf of St. Lawrence;
- b) Develop and integrate an operational 1D modelling system for the St. Lawrence River; and
- c) Develop and implement decision support tools, such as spatial interpolation of data levels, use of current forecasts for the Coast Guard and the DFO Science and assessment of climate change impacts on water levels and flows of the St. Lawrence River.

## 6. FINANCIAL COMMITMENTS

Table 2 below shows a financial planning summary for the Numerical Environmental Prediction Program from 2021 to 2026.

**Table 2: Financial Planning Summary – 2021 to 2026**

Objective	Budget (\$K)		
	Quebec	Canada	
	MELCC	ECCC	DFO
1 - Develop integrated, compatible tools to support decision making and water management planning with regard to the St. Lawrence and its watershed, including its tributaries	0	0	0
2 - Develop and implement scientific and technical mechanisms for coordinating numerical models	0	0	0
3 - Support the orientations in Appendix E and the activities of the Working Group on the Overview of the State of the St. Lawrence	0	0	0
<b>Total participants</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Quebec/Canada</b>	<b>0</b>	<b>0</b>	
<b>Total</b>	<b>0</b>		

\* Contribution from Environment and Climate Change Canada pursuant to Appendix G – Financial Contribution from Environment and Climate Change Canada to the Quebec Ministère de l'Environnement et de la Lutte contre les changements climatiques du Québec

No joint project was identified during the review of the Agreement in 2020-2021. However, some may be added during the period 2021-2026.

**APPENDIX E**  
**JOINT ACTION PROGRAM ON THE ST. LAWRENCE**  
**2016-2021**

**1. PURPOSE**

This appendix sets out the orientations for the three priority issues on which the Parties wish to focus their efforts, as well as the Parties' financial commitments in connection with this appendix.

**2. PRINCIPLES**

The Parties acknowledge that the following principles will guide all decisions made in implementing this appendix:

**Joint actions** — The projects developed under the program involve at least one Quebec ministry and one federal department or agency and are integrative, valued-added projects in relation to the participants' regular activities.

**User concerns** — The projects developed under the program take into account concerns expressed by stakeholders during the Forum on the St. Lawrence.

**Climate change** — Climate change will be taken into consideration throughout when addressing issues and developing joint program projects.

**3. OBJECTIVES**

The Parties have identified 12 orientations relating to the three priority issues to guide the participants' joint actions up to 2026. Since climate change affects the evolution and dynamics of these issues, it is taken into account throughout the treatment of the issues. Furthermore, the Parties will support the riverside communities of the St. Lawrence in the implementation of projects aimed at biodiversity conservation, sustainable use, and improved water quality through the Community Interaction Program (CIP).

**A- Biodiversity conservation**

Since the main threats to the biodiversity of the St. Lawrence are habitat loss and fragmentation, the introduction of invasive alien species and the impact of climate change, the joint actions will focus on the following three orientations:

*Orientation 1: Identify, protect, restore and enhance environments of ecological importance*

The participants agree to develop common tools for identifying environments that are conservation priorities and to consolidate the protected areas network as well as to manage and restore sensitive habitats.

*Orientation 2: Prevent the introduction and control the spread of invasive alien species*

The participants agree to implement prevention tools and control measures to limit the abundance and spread of such species and to improve information management.

*Orientation 3: Assess the impact of climate change on ecosystems*

The participants agree to develop and use indicators to characterize the impact of climate change on the ecosystems of the St. Lawrence and to more precisely assess the impact of climate change on wetlands. At the moment, no joint project is planned under this orientation but one might be developed during the 2021-2026 period.

Table 1 below shows the forecasted budgets for the Biodiversity Conservation issue.

**Table 1: 2021–2026 Budget – Biodiversity Conservation (\$K)**

	Quebec			Canada	
	MELCC	MFFP	MTQ	ECCC	DFO
Orientation 1	1,957.1 *226.0	1,042.3 *419.0	0	1,476.0	321.2
Orientation 2	245.0	425.0 *70.0	0	0	637.5
Orientation 3**	0	0	0	0	0
<b>Total participant</b>	<b>2,428.1</b> <b>(*226.0)</b>	<b>1,956.3</b> <b>(*489.0)</b>	<b>0</b>	1,476.0	958.7
<b>Total Quebec / Canada</b>	<b>4,384.4</b>			<b>2,434.7</b>	
<b>TOTAL</b>	<b>6,819.1</b>				

\*

Contribution from Environment and Climate Change Canada pursuant to Appendix G – Financial Contribution from Environment and Climate Change Canada to the Quebec Ministère de l’Environnement et de la Lutte contre les changements climatiques

\*\*No project was defined for this orientation at the time this Supplementary Agreement #1 was signed.

## **B- Sustainable use**

Urban development, shoreline artificialization, and aquatic and riparian habitat degradation have resulted in the loss of many recreational sites and are threatening the harvest of certain resources, particularly fishery resources. Certain recreational, commercial, industrial and public uses of the St. Lawrence, as well as the quality of life of riverside residents, have been compromised by water quality and natural environment degradation, user conflicts, shoreline erosion, major water level fluctuations, transportation of dangerous goods within the St. Lawrence, and climate change. In light of these observations, the participants have agreed to focus on the following orientations:

### *Orientation 4: Promote sustainable management of fisheries resources*

The participants agree to conduct an inventory of existing information on the state of St. Lawrence fishery resources with a view to sharing and disseminating this information.

### *Orientation 5: Identify and enhance public access points*

The participants agree to consolidate the inventory of public access sites and to develop information and outreach tools on the sustainable use of these sites. At the moment, no joint project is planned under this orientation but one might be developed during the 2021-2026 period.

### *Orientation 6: Maintain and promote sustainable navigation*

The participants agree to maintain the collaboration of stakeholders in the St. Lawrence and Great Lakes with respect to navigation by means of the Concertation Committee on Navigation. The participants agree to develop information and outreach tools promoting sustainable navigation intended for St. Lawrence users and the general public. For dredging and sediment management activities, the participants agree to aim for a more integrated approach.

### *Orientation 7: Promote sustainable management of water levels and flows in a context of climate change*

The participants agree to implement management tools to consolidate data-sharing mechanisms and to develop decision-making tools for sustainable water management. No joint project is currently planned under this orientation, but it is not ruled out that one will be developed during the 2021–2026 period.

Orientation 12: *Improve knowledge related to the transportation of dangerous goods within the St. Lawrence system*

The participants agree to work together to improve the dissemination of expertise, data exchange, identification of gaps and acquisition of new knowledge regarding the management of ecological risks related to marine transportation of dangerous goods such as hydrocarbons within the St. Lawrence system.

Table 2 below shows the forecasted budgets for the Sustainable Use issue.

**Table 2: 2021–2026 Budget – Sustainable Use (\$K)**

	Quebec					Canada					
	MELCC	MFFP	MTQ	MTO	MSP	ECCC	DFO	TC	IAAC	PSPC	PC
Orientation 4	0	2,165.0 *350.0	0	0	0	0	552.6	0	0	0	0
Orientation 5**	0	0	0	0	0	0	0	0	0	0	0
Orientation 6	195.8	31.3	165.0 (*131.5)	10.0	7.0	197.5	72.2	245.5	4.4	10.0	5.0
Orientation 7**	0	0	0	0	0	0	0	0	0	0	0
Orientation 12	160.0	17.5	0	0	57.5	36.3	36.2	0	0	0	0
<b>Total participant</b>	<b>355.8</b>	<b>2,563.8 (*350.0)</b>	<b>296.5 (*131.5)</b>	<b>10.0</b>	<b>64.5</b>	<b>233.8</b>	<b>661.0</b>	<b>245.5</b>	<b>4.4</b>	<b>10.0</b>	<b>5.0</b>
<b>Total Quebec/Canada</b>	<b>3,290.6</b>					<b>1,159.7</b>					
<b>TOTAL</b>	<b>4,450.3</b>										

\* Contribution from Environment and Climate Change Canada pursuant to Appendix G – Financial Contribution from Environment and Climate Change Canada to the Quebec Ministère de l’Environnement et de la Lutte contre les changements climatiques

\*\*No project was defined for this orientation at the time this Supplementary Agreement #1 was signed.

### **C- Improved water quality**

The main threats to St. Lawrence water quality that require priority action are agricultural non-point source pollution and the risks associated with contaminated sediments and with the presence of toxins. The joint actions for improving water quality will therefore focus on the following three orientations:

Orientation 8: *Reduce agricultural and urban non-point source pollution*

The participants agree to support and coordinate actions aimed at reducing agricultural and urban non-point source pollution and to improve their knowledge of the effects of such pollution on freshwater and marine ecosystems. Participants agree to continue to cooperation of the St. Lawrence stakeholders in terms of agriculture through the agriculture consultation committee.

Orientation 9: *Improve contaminated sediment management tools*

The participants agree to improve the risk assessment and management tools associated with the St. Lawrence sectors containing contaminated sediments.

Orientation 10: *Assess the presence and impact of emerging contaminants and toxins on the ecosystem*

The participants agree to assess the presence and impact of contaminants associated with municipal wastewater, characterize the contamination of Lac Saint-Pierre, and study the effects of toxins on the food chain. The participants also agree to improve their knowledge of emerging toxins.

Orientation 11: *Assess the riverine inputs to the St. Lawrence Estuary*

The participants agree to better understand and assess the contribution of riverine inputs on hypoxia, acidification and the appearance of toxic algae in the estuary.

Table 3 shows the forecasted budgets for the Improved Water Quality issue.

**Table 3: 2021–2026 Budget – Improved Water Quality (\$K)**

	Quebec				Canada				
	MELCC	MFFP	MSSS	MAPAQ	ECCC	DFO	HC	CSA	AAFC
Orientation 8	933.1 *171.8	300.0 *85.0	0	33.5	1 331.0	0	0	78.4	145.0
Orientation 9	95.0 *46.7	0	0	0	500.0	0	10.1	0	0
Orientation 10	396.0	0	0	0	2,709.0	0	0	0	0
Orientation 11	25.0	0	0	0	0	292.5	0	0	0
<b>Total participant</b>	<b>1,667.6</b> <b>(*218.5)</b>	<b>397.5</b> <b>(*85.0)</b>	<b>0</b>	<b>33.5</b>	<b>4,540.0</b>	<b>292.5</b>	<b>10.1</b>	<b>78.4</b>	<b>145.0</b>
<b>Total Quebec / Canada</b>	<b>2,098.6</b>				<b>5,066.0</b>				
<b>TOTAL</b>	<b>7,164.6</b>								

\* Contribution from Environment and Climate Change Canada pursuant to Appendix G – Financial Contribution from Environment and Climate Change Canada to the Quebec Ministère de l'Environnement et de la Lutte contre les changements climatiques

#### **D- Community Mobilization**

More and more communities are mobilizing to protect and develop the resources and uses of the St. Lawrence. The Parties support community actions related to the priority issues by means of the CIP.

Table 5 below shows the forecasted budgets for the CIP.

**Table 5: 2021–2026 Budget – Community Interaction Program (\$K)**

Purpose	Quebec	Canada
	MELCC	ECCC
Support the implementation of community and environmental projects	1,650.0	2,712.5
<b>TOTAL</b>	<b>4,362.5</b>	

#### **4. ADMINISTRATIVE CONDITIONS**

- 4.1** An Issue Committee will be put in place for each issue. The composition, roles and responsibilities of the Issue Committees are set out in Appendix A – Management of the Agreement.
- 4.2** The terms governing information sharing and intellectual property rights are set out in Appendix F – Information Sharing and Intellectual Property Rights.
- 4.3** Activities carried out under the Program will be monitored.

## 5. FINANCIAL COMMITMENTS

Table 6 below shows all of the investments of each department in connection with the Joint Action Program.

**Table 6: Total Investment of Each Participant – 2021 to 2026**

MINISTRIES / DEPARTMENTS		FINANCIAL COMMITMENTS (\$K)				
		Biodiversity conservation	Sustainable use	Improved water quality	Community mobilization	Total
Q U E B E C	MELCC	2,428.1 *226.0	355.8	1,667.6 *218.5	1,650	6,101.5
	MAPAQ	0	0	33.5	0	33.5
	MFFP	1,956.3 *489.0	2,563.8 *350.0	397.5 *85.0	0	4,917.6
	MTO	0	10.0	0	0	10.0
	MTQ	0	296.5 *131.5	0	0	296.5
	MSP	0	64.5	0	0	64.5
<b>Sub-total</b>		<b>4,384.6</b> <b>(*715.0)</b>	<b>3,290.6</b> <b>(*481.5)</b>	<b>2,098.6</b> <b>(*303.5)</b>	<b>1,650.0</b>	<b>11,423.6</b>
C A N A D A	ECCC	1,476.0	233.8	4,540.0	2,712.5	8,962.3
	DFO	958.7	661.0	292.5	0	1,912.2
	PSPC	0	10.0	0	0	10.0
	TC	0	245.5	0	0	245.5
	HC	0	0	10.1	0	10.1
	PHAC	0	0	78.4	0	78.4
	PC	0	5.0	0	0	5.0
	AAFC	0	0	145.0	0	145.0
IAAC	0	4.4	0	0	4.4	
<b>Sub-total</b>		<b>2,434.7</b>	<b>1,159.7</b>	<b>5,066.0</b>	<b>2,712.5</b>	<b>11,372.9</b>
<b>TOTAL</b>		<b>6,819.1</b> <b>(*715.0)</b>	<b>4,450.3</b> <b>(*481.5)</b>	<b>7,164.6</b> <b>(*303.5)</b>	<b>4,362.5</b>	<b>22,796.5</b> <b>(*1,500.0)</b>

\* Contribution from Environment and Climate Change Canada pursuant to Appendix G – Financial Contribution from Environment and Climate Change Canada to the Quebec Ministère de l'Environnement et de la Lutte contre les changements climatiques

Canada will invest \$11,372.9K over five years to contribute to the achievement of the objectives set out in this appendix. Quebec will invest \$11,423.6K; this figure includes a federal transfer of \$1,500.0K from Environment and Climate Change Canada. The Parties plan to jointly invest \$22,796.5K over five years.

## APPENDIX F

### INFORMATION SHARING AND INTELLECTUAL PROPERTY RIGHTS

#### 1. PURPOSE

Whereas the participants in the Agreement have, or will have, access to information that can be used for projects, and whereas the participants wish to share this information amongst themselves for such purposes, this appendix sets out the terms and conditions whereby the participants will share such information amongst themselves. This appendix also sets out the terms and conditions governing intellectual property created under this Agreement.

#### 2. DEFINITIONS

In addition to the definitions stated in the Agreement, the following definitions apply to this appendix:

##### **Data**

Value resulting from a laboratory analysis or a measurement taken in the field to characterize a parameter. Such data include, but are not limited to, any compilation of numeric data.

##### **Derived product**

Product developed under the Agreement, by one or more participants using, made functional by or incorporating, in whole or in part, information from Canada or Quebec.

##### **Information**

All information, such as data, metadata, software, models or documents that could give rise to intellectual property rights held by Canada or Quebec, including confidential information.

##### **Intellectual property**

Any creation of the mind, including literary and artistic works, collections, inventions, symbols, trademarks, industrial designs, trade secrets, technical information, confidential information and any other registered or unregistered intellectual property, protected by legislation or by law.

##### **Intellectual property rights**

All rights, present and future, over intellectual property recognized by legislation or by law.

##### **Metadata**

All information used to document and describe data, especially with respect to the location of data sampling, the sampling method, the conservation methods and the analytical methods.

##### **Model**

Representation of a process aimed at producing a simulation, using data, with the goal of making an environmental impact prediction.

##### **Project**

Any project carried out collaboratively by Canada and Quebec under the Agreement.

##### **Software**

All computer programs, in source code or object code, all computer program documentation recorded in any form or on any medium, and all computerized databases, including all modifications.

### **3. INFORMATION SHARING**

**3.1** Subject to the following restrictions, each participant involved in a project undertakes to share with the other participants involved in the project the information to which it has access, provided that

- a) it believes that the information is relevant to the project;
- b) it believes that sharing the information will not be detrimental to its business or operational needs or contravene its policies or directives;
- c) it believes that the following elements do not prevent it from sharing the information:
  - i. the legislation applicable to this participant;
  - ii. the policies or directives of this participant including, but not limited to, security and information management policies;
  - iii. agreements or contracts binding the participant to third parties; and
- d) it believes that sharing this information will not compromise the security of its operations or of any person.

**3.2** Before sharing the information, the participants concerned confirm, in writing, the following points:

- a) the information that will be shared;
- b) the project(s) for which the information is being shared;
- c) the sharing method (may include, without being limited to, a copy on CD or access via a designated server); and
- d) if applicable, all rights granted for the information, in addition to the rights set out in this appendix or any limitations that would restrict the rights granted.

### **4. LICENCES**

**4.1** Except as provided in section 8.3 of the Agreement, and subject to the terms and conditions set out in section 4.2 of this appendix, the participant that shares information under section 3.1 grants the receiving participants a world-wide, non exclusive, royalty-free, fully paid, irrevocable and non-assignable licence

- a) to use, reproduce and translate the information, in particular to develop derived products; and
- b) to grant sub-licences for this information, provided that these sub-licences include the same terms and conditions as those set out in this appendix.

**4.2** Subject to section 4.4 of this appendix, the licence granted under section 4.1 can only be used for projects for which the information is shared, and thus ends when the projects are completed. However, when the information is incorporated into derived products, the duration of the licence granted under section 4.1 will be perpetual.

**4.3** Any uses other than those set out in sections 4.1 and 4.2 will have to be expressly authorized by the participant concerned.

- 4.4** In the event that one Party terminates the Agreement in accordance with section 8.3 of the Agreement
- a) the licence granted under section 4.1, as well as any sub-licences granted under section 4.1(b), are automatically revoked;
  - b) however, the participant may continue to use any derived products completed before the termination date, for internal and non-commercial purposes.

## **5. DERIVED PRODUCTS**

- 5.1** The intellectual property rights arising from the development of derived products by Canada will belong to Canada. The intellectual property rights arising from the development of derived products by Quebec will belong to Quebec. If the derived product made by Canada incorporates information from Quebec, Canada undertakes to only use, reproduce and translate the derived product, in whole or in part, solely for internal and non-commercial purposes. If the derived product made by Quebec incorporates information from Canada, Quebec undertakes to only use, reproduce and translate the derived product, in whole or in part, solely for internal and non-commercial purposes.
- 5.2** If the derived product developed by Quebec incorporates information from Canada, Quebec grants the participants from Canada involved in the project a world-wide, perpetual, non-exclusive, royalty-free, fully paid and irrevocable licence authorizing these participants to use, reproduce and translate the derived product, in whole or in part, for internal and non-commercial purposes.
- 5.3** If the derived product developed by Canada incorporates information from Quebec, Canada grants the participants from Quebec involved in the project a world-wide, perpetual, non-exclusive, royalty-free, fully paid and irrevocable licence authorizing these participants to use, reproduce and translate the derived product, in whole or in part, for internal and non-commercial purposes.
- 5.4** For derived products developed in collaboration or jointly by the Parties, Canada and Quebec are co-owners of the intellectual property rights for these derived products; the proportion of ownership is to be determined by the Parties. The Parties mutually authorize each other to use, reproduce and translate these derived products, in whole or in part, for internal and non-commercial purposes. Such authorization is valid only for the participants involved in the project for which the derived product was developed.
- 5.5** Any uses other than those set out in sections 5.1 to 5.4 will have to be expressly authorized by Quebec or Canada, as applicable. However, it is understood that no authorization will be granted for the publication or communication of confidential information.
- 5.6** For derived products developed in collaboration or jointly between the Parties, neither Canada nor Quebec may assign its rights and obligations without the consent of the other Party, and neither Party may institute proceedings against a third party to have its intellectual property rights respected without the consent of the other.
- 5.7** The derived products that are published or communicated must include the following statement: “Produced under the St. Lawrence Action Plan — 2011-2026.” They must also include the following statement if they incorporate information: “This product incorporates [...] provided by [relevant participant].”
- 5.8** It is understood that the terms and conditions under sections 5.1 to 5.7 are subject to all applicable legislation including, without being limited to, access to information laws and judicial orders.

## **6. COSTS AND RETURN OF INFORMATION**

- 6.1** Each participant will be responsible for its own expenses arising from the sharing of information or derived products.
- 6.2** When licences granted under this appendix expire, the participants who have received information from other participants will return or destroy this information, subject to all applicable legislation.

## **7. REPRESENTATIONS, WARRANTIES AND INDEMNITIES**

- 7.1** If a participant agrees to share information under section 3.1, it states and declares that it has no knowledge of any contractual or other commitment or any actual or possible judicial proceeding or order relating to the information that might restrict or hamper the exercise of the rights granted under section 4.1.
- 7.2** The participants make no representation and give no warranty with respect to the accuracy, usefulness, novelty, validity, scope, completeness or currency of the information and disclaim any liability in this regard.
- 7.3** Each Party shall indemnify and hold harmless the other Party, its employees and agents from all actions, suits, claims, demands, losses, damages or costs, in proportion to its own fault, or that of its employees and agents, arising from a breach of the terms and conditions of this appendix or from the creation or use of derived products that it has developed.

## APPENDIX G

### APPENDIX G: FINANCIAL CONTRIBUTION FROM ENVIRONMENT AND CLIMATE CHANGE CANADA TO THE QUEBEC MINISTÈRE DE L'ENVIRONNEMENT ET DE LA LUTTE CONTRE LES CHANGEMENTS CLIMATIQUES

#### 1. PURPOSE

Environment and Climate Change Canada is responsible for the federal “Sustainable Ecosystems” program. This contribution program authorizes Environment and Climate Change Canada to provide financial assistance to Quebec for the projects and activities under this Agreement and described in section 4 below.

This appendix sets out the terms and conditions under which Canada’s contribution will be paid to Quebec, through the Ministère de l’Environnement et de la Lutte contre les changements climatiques.

#### 2. DEFINITIONS

The following definitions apply to this appendix unless the context indicates otherwise:

##### **Appendix**

Means this appendix, Appendix G, which includes:

- Sub-appendix A – *Terms and Conditions*;
- Sub-appendix B – *Cash Flow of Projects and Activities and Environment and Climate Change Canada Funding*; and
- Sub-appendix C – *Request for Payment Form*.

##### **Eligible expense**

An expense incurred by Quebec between April 1, 2021, and March 31, 2026, pursuant to section 6.

##### **Fiscal year**

The period, or portion of a period, beginning on April 1 and ending on March 31 of each year.

#### 3. EXPECTED RESULTS

Canada’s financial contribution under this Appendix will support Quebec in its efforts to conserve and enhance the St. Lawrence. The expected results will be as follows:

- a) the implementation of the St. Lawrence conservation and enhancement projects needed to achieve the objectives set out in the Agreement; and
- b) the acquisition of new knowledge and data generated by participants to support the management and sustainability of Canadian ecosystems.

#### **4. FUNDED PROJECTS AND ACTIVITIES**

To achieve the results expected under the Agreement, Canada's contribution will be used to help support in part the following activities and projects:

- a) Certain activities of monitoring and environmental indicator analysis, as identified in Tables 1 and 2 of Appendix C – State of the St. Lawrence Monitoring Program and aiming at achieving the objectives set in Table 3 of the same appendix;
- b) Certain activities as identified in Table 1 of Appendix D – Numerical Environmental Prediction Program for the St. Lawrence and aiming at achieving the objectives set in Table 2 of the same appendix; and
- c) Certain projects, as set forth by participants in project cards available to Parties at the date of entry into force of the Agreement, aiming at contributing to orientations identified in Tables 1, 2, and 3 of Appendix E – 2021-2026 Joint Action Program on the St. Lawrence.

#### **5. COST SHARING AND MAXIMUM AMOUNT OF CONTRIBUTION**

- a) Investments made by both Parties to achieve objectives listed in section 4 are detailed in Appendices C, D and E.
- b) Canada agrees, subject to the terms and conditions of this appendix, to reimburse, by means of a contribution, eligible expenses defined in this appendix that are incurred by Quebec for carrying out the activities and projects, to a maximum of \$2,250,000 in cash.
- c) Canada's cash contributions will be based on the cash flow requirements agreed upon in Sub-appendix B – *Cash Flow of Projects and Activities and Environment and Climate Change Canada Funding*, and the maximum amounts available for each fiscal year will be as follows:
  - for the 2021-2022 fiscal year, the sum of \$450,000;
  - for the 2022-2023 fiscal year, the sum of \$450,000;
  - for the 2023-2024 fiscal year, the sum of \$450,000;
  - for the 2024-2025 fiscal year, the sum of \$450,000;
  - for the 2025-2026 fiscal year, the sum of \$450,000.

#### **6. ELIGIBLE EXPENSES**

- a) The following expenses are eligible if they are incurred only for the purposes of the projects and activities and if Quebec has met the terms and conditions set out in this Agreement:
  - salaries and wages, including mandatory employment-related expenses;
  - expenses related to management and professional services;
  - expenses related to subcontracting;
  - travel expenses (will be reimbursed at current rates applicable to employees of the Quebec government);
  - expenses related to equipment and supplies;
  - expenses related to equipment leasing;
  - expenses related to communications, printing, production and distribution;
  - expenses related to vehicle leasing and operation; and
  - any goods and services tax (GST) on eligible expenses that cannot be reimbursed by the Canada Revenue Agency.
- b) Any expenses not listed in paragraph a) are ineligible, unless they are expressly approved in writing by Canada's representative before being incurred.

#### **7. PAYMENT**

Subject to Canada's federal policies, legislation, and regulations, Canada agrees to pay, within 60 days after receiving the required documents, the maximum amounts set out in paragraph c) of section 5 for each fiscal year if the following conditions are met:

- a) Quebec must submit to Canada a request for reimbursement by March 31 of each fiscal year;
- b) The request for reimbursement must be submitted using the form included in Sub-appendix C – *Request for Payment Form*;
- c) The form must be duly completed;
- d) During the relevant fiscal year, Quebec must have contributed regularly to the computerized management system established by the Parties to track the progress of the projects and activities and to enable, among other things, the production of reports pursuant to paragraphs b) of sections 4.4.2 and 4.5.2 of Appendix A; and
- e) Quebec must provide Canada, upon request, with any supporting documents that Canada considers appropriate to enable it to review and accept a request for payment. In such cases, Canada must notify Quebec of the specific details and supporting documents that it needs.

## 8. CASH FLOW

- a) Statement of cash flow :

On the date on which this Agreement entered into effect, Quebec provided, and the two Parties accepted, a statement of cash flow for the entire period from April 1, 2021, to March 31, 2026, for which details are provided in Sub-appendix B – *Cash Flow of Projects and Activities and Environment and Climate Change Canada Funding*.

On March 31 of each year, the Parties will review the cash flows for the following fiscal year. On October 15 of each year, the Parties may make the necessary adjustments to cash flows. Any changes in cash flows will be agreed upon in writing by the representatives of the Parties.

- b) Ongoing communication :
  - i. Quebec agrees to respond diligently to ad hoc information requests from Canada on the progress of the projects and activities, as defined in section 4.
  - ii. Quebec will promptly notify Canada of any major events that may affect the timetables or cash flow requirements of the projects and activities.

## 9. COMMUNICATIONS AND REQUESTS FOR PAYMENT

- a) Regardless of section 7 of the Agreement, all requests for payment, notices and official correspondence between the Parties connected with this appendix will be
- i. delivered in person;
  - ii. scanned and sent by e-mail;
  - iii. sent by duly prepaid registered mail, with confirmation of delivery; or
  - iv. sent by fax, with proof of transmission

and addressed as follows:

for Canada:  
Regional Director  
Strategic Relations Division  
Environment and Climate Change Canada  
1550 D'Estimauville Avenue, 7th floor  
Quebec City, Quebec G1J 5A9

for Quebec:  
Director  
Integrated Water Management Service  
Water Policy Branch  
Ministère de l'Environnement et de la Lutte contre les changements climatiques  
675 René Lévesque Boulevard East  
8th floor, Room 42  
Quebec City, Quebec G1R 5V7

- b) If such a notice or other official correspondence is sent by e-mail, it will be considered to have been received on the date of transmission. If the notice is sent by fax, it will be considered to have been received on the date indicated on the automatic confirmation of transmission.

**SUB-APPENDIX A**  
**TERMS AND CONDITIONS**

(Section 2)

**1. NON-BENEFICIARIES AND LOBBYISTS**

No current or former public office holder or public servant who is subject to the *Conflict of Interest Act*, S.C. 2006, c. 9, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, or the *Values and Ethics Code for the Public Service* may benefit directly from the commitments provided for in this appendix, unless the provision or receipt of such benefits is in accordance with the above act and codes.

No member of the Senate or House of Commons may be a party to this appendix or receive any benefit from this appendix in a different manner from the general public. The *Lobbying Act*, R.S.C., 1985, c. 44 (4th Supp.), does not apply to members of the National Assembly of Quebec, persons on the staff of such members, or employees of the government of Quebec when those persons are acting in their official capacity.

**2. LIABILITY**

Quebec will indemnify Canada, as well as its ministers, employees and agents, and will absolve them of all liability with regard to any damages, requests, claims, losses, costs (including legal fees), suits or other proceedings resulting from improper conduct, negligence or omission by Quebec or its employees or agents in the implementation of the projects and activities, except in the case of breaches of obligations by Canada or by its ministers, employees or agents.

Quebec will indemnify Canada, as well as its ministers, employees and agents, and will absolve them of all liability with regard to any damages, requests, claims, losses, costs (including legal fees), suits or other proceedings resulting from any claims, requests or prosecution initiated by a third party against the above persons or entities because of the status of supplier of financial assistance conferred on Canada under this appendix. This includes, but is not limited to, any claims in relation to goods or services supplied by a third party to Quebec or to one of its subcontractors, except in the case of breaches of obligations by Canada or by its ministers, employees or agents.

**3. AUDIT AND ASSESSMENT**

Assessments, audits and other reviews connected with this appendix may be made public.

**4. OVERPAYMENTS AND PAYMENTS RECEIVABLE**

- a) If the contribution from Canada is reduced or cancelled in compliance with sections 9.1 and 9.2 of the Agreement, Canada will reimburse, in compliance with the appendix, all eligible expenses incurred by Quebec before the date at which Canada notifies Quebec of such a reduction or cancellation.
- b) If a payment made by Canada to Quebec under this appendix exceeds the expenses incurred by Quebec or is used to reimburse expenses that are not eligible, the amount of the overpayment will be considered a debt to the federal Crown. Quebec will have sixty (60) days following the date of a notice of amount due to reimburse an overpayment.

## **5. RECORDS**

Quebec agrees to keep appropriate records and accounts of the income and expenses of the projects and activities covered by this appendix, including all bills, receipts and supporting documents, for a period of at least three years following the end of this appendix.

## **6. ACCESS TO RECORDS AND INFORMATION**

Subject to applicable access to information and privacy legislation, Quebec will, for the purposes of audits and assessments under this appendix, give Canada's representatives access to all project- and activity-related documents that may be of some use in justifying expenses incurred by Quebec for them. This right of access will remain in effect for the duration of the Appendix and for a maximum of three years following the end of the Appendix.

## **7. CONSENT TO DISCLOSURE**

Quebec consents to the public disclosure, by Canada, of any information provided under the Agreement that is not considered confidential under applicable legislation pertaining to the protection of personal information and protection of privacy, including, but not limited to, information related to the projects and activities. It is expressly agreed that Canada may disclose the following pieces of information:

- a) the name of the beneficiary;
- b) the maximum amount of the contribution;
- c) the goal of the Appendix;
- d) the activities undertaken under the appendix; and
- e) the duration of the appendix.

**SUB-APPENDIX B**

**SUB-APPENDIX B – CASH FLOW OF PROJECTS AND ACTIVITIES AND ENVIRONMENT AND CLIMATE CHANGE CANADA FUNDING**  
(Sections 2, 5, 8)

**2021-2022**

<b>Project and Activity Cash Flows</b>		
<b>Project and Activity Funding</b>		<b>TOTAL</b>
<b>Participant</b>		<b>Cash</b>
Government of Canada – Environment and Climate Change Canada		\$450,000
Government of Quebec		\$2,619,300
<b>Total funding of projects and activities</b>		<b>\$3,069,300</b>

<b>Cost of Projects and Activities</b>		<b>TOTAL</b>
<b>Cost details</b>	<b>Category of costs</b>	<b>Cash</b>
Orientation 1: Identify, protect, restore and enhance environments of ecological importance		\$840,300
Orientation 2: Prevent the introduction and control the spread of invasive alien species		\$148,000
Orientation 4: Promote sustainable management of fisheries resources		\$471,000
Orientation 6: Maintain and promote sustainable navigation		\$117,300
Orientation 8: Reduce agricultural and urban non-point source pollution		\$346,700
Orientation 9: Improve contaminated sediment management tools		\$31,500
Orientation 10: Assess the presence and impact of emerging contaminants and toxins on the ecosystem		\$86,000
Orientation 11 : Assess the riverine inputs to the St. Lawrence Estuary		\$5,000
Orientation 12 : Improve knowledge related to the transportation of dangerous goods within the St. Lawrence system		\$47,000
State of the St. Lawrence Monitoring Program		\$976,500
Numerical Environmental Prediction Program for the St. Lawrence		0
<b>Total funding of projects and activities</b>		<b>\$3,069,300</b>

<b>ECCC Funding</b>		<b>TOTAL</b>
<b>Expenditure details</b>	<b>Category of expenditures</b>	<b>Cash</b>
Orientation 1: Identify, protect, restore and enhance environments of ecological importance		\$128,000
Orientation 2: Prevent the introduction and control the spread of invasive alien species		\$15,000
Orientation 4: Promote sustainable management of fisheries resources		\$70,000
Orientation 6: Maintain and promote sustainable navigation		\$26,300
Orientation 8: Reduce agricultural and urban non-point source pollution		\$50,700
Orientation 9: Improve contaminated sediment management tools		\$10,000
State of the St. Lawrence River Monitoring Program		\$150,000
Numerical Environmental Prediction Program for the St. Lawrence		\$0
<b>Total expenditures</b>		<b>\$450,000</b>

2022-2023

<b>Project and Activity Cash Flows</b>		
<b>Project and Activity Funding</b>		<b>TOTAL</b>
<b>Participant</b>		<b>Cash</b>
Government of Canada – Environment and Climate Change Canada		\$450,000
Government of Quebec		\$2,574,600
<b>Total funding of projects and activities</b>		<b>\$3,024,600</b>

<b>Cost of Projects and Activities</b>		<b>TOTAL</b>
<b>Cost details</b>	<b>Category of costs</b>	<b>Cash</b>
Orientation 1: Identify, protect, restore and enhance environments of ecological importance		\$769,500
Orientation 2: Prevent the introduction and control the spread of invasive alien species		\$155,000
Orientation 4: Promote sustainable management of fisheries resources		\$511,000
Orientation 6: Maintain and promote sustainable navigation		\$117,300
Orientation 8: Reduce agricultural and urban non-point source pollution		\$345,900
Orientation 9: Improve contaminated sediment management tools		\$31,500
Orientation 10: Assess the presence and impact of emerging contaminants and toxins on the ecosystem		\$85,000
Orientation 11 : Assess the riverine inputs to the St. Lawrence Estuary		\$5,000
Orientation 12 : Improve knowledge related to the transportation of dangerous goods within the St. Lawrence system		\$47,000
State of the St. Lawrence River Monitoring Program		\$957,400
Numerical Environmental Prediction Program for the St. Lawrence		0
<b>Total funding of projects and activities</b>		<b>\$3,024,600</b>

<b>ECCC Funding</b>		<b>TOTAL</b>
<b>Expenditure details</b>	<b>Category of expenditures</b>	<b>Cash</b>
Orientation 1: Identify, protect, restore and enhance environments of ecological importance		\$128,000
Orientation 2: Prevent the introduction and control the spread of invasive alien species		\$15,000
Orientation 4: Promote sustainable management of fisheries resources		\$70,000
Orientation 6: Maintain and promote sustainable navigation		\$26,300
Orientation 8: Reduce agricultural and urban non-point source pollution		\$50,700
Orientation 9: Improve contaminated sediment management tools		\$10,000
State of the St. Lawrence River Monitoring Program		\$150,000
Numerical Environmental Prediction Program for the St. Lawrence		0
<b>Total expenditures</b>		<b>\$450,000</b>

2023-2024

<b>Project and Activity Cash Flows</b>		
<b>Project and Activity Funding</b>		<b>TOTAL</b>
<b>Participant</b>		<b>Cash</b>
Government of Canada – Environment and Climate Change Canada		\$450,000
Government of Quebec		\$2,549,300
<b>Total funding of projects and activities</b>		<b>\$2,999,300</b>

<b>Cost of Projects and Activities</b>		<b>TOTAL</b>
<b>Cost details</b>	<b>Category of costs</b>	<b>Cash</b>
Orientation 1: Identify, protect, restore and enhance environments of ecological importance		\$769,000
Orientation 2: Prevent the introduction and control the spread of invasive alien species		\$155,000
Orientation 4: Promote sustainable management of fisheries resources		\$511,000
Orientation 6: Maintain and promote sustainable navigation		\$102,000
Orientation 8: Reduce agricultural and urban non-point source pollution		\$310,000
Orientation 9: Improve contaminated sediment management tools		\$29,400
Orientation 10: Assess the presence and impact of emerging contaminants and toxins on the ecosystem		\$76,000
Orientation 11 : Assess the riverine inputs to the St. Lawrence Estuary		\$5,000
Orientation 12 : Improve knowledge related to the transportation of dangerous goods within the St. Lawrence system		\$47,000
State of the St. Lawrence River Monitoring Program		\$994,900
Numerical Environmental Prediction Program for the St. Lawrence		0
<b>Total funding of projects and activities</b>		<b>\$2,999,300</b>

<b>ECCC Funding</b>		<b>TOTAL</b>
<b>Expenditure details</b>	<b>Category of expenditures</b>	<b>Cash</b>
Orientation 1: Identify, protect, restore and enhance environments of ecological importance		\$128,000
Orientation 2: Prevent the introduction and control the spread of invasive alien species		\$15,000
Orientation 4: Promote sustainable management of fisheries resources		\$70,000
Orientation 6: Maintain and promote sustainable navigation		\$26,300
Orientation 8: Reduce agricultural and urban non-point source pollution		\$52,800
Orientation 9: Improve contaminated sediment management tools		\$7,900
State of the St. Lawrence River Monitoring Program		\$150,000
Numerical Environmental Prediction Program for the St. Lawrence		\$0
<b>Total expenditures</b>		<b>\$450,000</b>

2024-2025

<b>Project and Activity Cash Flows</b>		
<b>Project and Activity Funding</b>		<b>TOTAL</b>
<b>Participant</b>		<b>Cash</b>
Government of Canada – Environment and Climate Change Canada		\$450,000
Government of Quebec		\$2,488,500
<b>Total funding of projects and activities</b>		<b>\$2,938,500</b>

<b>Cost of Projects and Activities</b>		<b>TOTAL</b>
<b>Cost details</b>	<b>Category of costs</b>	<b>Cash</b>
Orientation 1: Identify, protect, restore and enhance environments of ecological importance		\$629,800
Orientation 2: Prevent the introduction and control the spread of invasive alien species		\$142,000
Orientation 4: Promote sustainable management of fisheries resources		\$511,000
Orientation 6: Maintain and promote sustainable navigation		\$102,000
Orientation 8: Reduce agricultural and urban non-point source pollution		\$288,100
Orientation 9: Improve contaminated sediment management tools		\$30,900
Orientation 10: Assess the presence and impact of emerging contaminants and toxins on the ecosystem		\$79,000
Orientation 11 : Assess the riverine inputs to the St. Lawrence Estuary		\$5,000
Orientation 12 : Improve knowledge related to the transportation of dangerous goods within the St. Lawrence system		\$47,000
State of the St. Lawrence River Monitoring Program		\$1,103,700
Numerical Environmental Prediction Program for the St. Lawrence		\$0
<b>Total funding of projects and activities</b>		<b>\$2,938,500</b>

<b>ECCC Funding</b>		<b>TOTAL</b>
<b>Expenditure details</b>	<b>Category of expenditures</b>	<b>Cash</b>
Orientation 1: Identify, protect, restore and enhance environments of ecological importance		\$128,000
Orientation 2: Prevent the introduction and control the spread of invasive alien species		\$15,000
Orientation 4: Promote sustainable management of fisheries resources		\$70,000
Orientation 6: Maintain and promote sustainable navigation		\$26,300,
Orientation 8: Reduce agricultural and urban non-point source pollution		\$51,300
Orientation 9: Improve contaminated sediment management tools		\$9,400
State of the St. Lawrence River Monitoring Program		\$150,000
Numerical Environmental Prediction Program for the St. Lawrence		0
<b>Total expenditures</b>		<b>\$450,000</b>

2025-2026

<b>Project and Activity Cash Flows</b>		
<b>Project and Activity Funding</b>		<b>TOTAL</b>
<b>Participant</b>		<b>Cash</b>
Government of Canada – Environment and Climate Change Canada		\$450,000
Government of Quebec		\$2,376,600
<b>Total funding of projects and activities</b>		<b>\$2,826,600</b>

<b>Cost of Projects and Activities</b>		<b>TOTAL</b>
<b>Cost details</b>	<b>Category of costs</b>	<b>Cash</b>
Orientation 1: Identify, protect, restore and enhance environments of ecological importance		\$635,800
Orientation 2: Prevent the introduction and control the spread of invasive alien species		\$140,000
Orientation 4: Promote sustainable management of fisheries resources		\$511,000
Orientation 6: Maintain and promote sustainable navigation		\$102,000
Orientation 8: Reduce agricultural and urban non-point source pollution		\$232,700
Orientation 9: Improve contaminated sediment management tools		\$30,900
Orientation 10: Assess the presence and impact of emerging contaminants and toxins on the ecosystem		\$70,000
Orientation 11 : Assess the riverine inputs to the St. Lawrence Estuary		\$5,000
Orientation 12 : Improve knowledge related to the transportation of dangerous goods within the St. Lawrence system		\$47,000
State of the St. Lawrence River Monitoring Program		\$1,052,200
Numerical Environmental Prediction Program for the St. Lawrence		\$0
<b>Total funding of projects and activities</b>		<b>\$2,826,600</b>

<b>ECCC Funding</b>		<b>TOTAL</b>
<b>Expenditure details</b>	<b>Category of expenditures</b>	<b>Cash</b>
Orientation 1: Identify, protect, restore and enhance environments of ecological importance		\$133,000
Orientation 2: Prevent the introduction and control the spread of invasive alien species		\$10,000
Orientation 4: Promote sustainable management of fisheries resources		\$70,000
Orientation 6: Maintain and promote sustainable navigation		\$26,300
Orientation 8: Reduce agricultural and urban non-point source pollution		\$51,300
Orientation 9: Improve contaminated sediment management tools		\$9,400
State of the St. Lawrence River Monitoring Program		\$150,000
Numerical Environmental Prediction Program for the St. Lawrence		\$0
<b>Total expenditures</b>		<b>\$450,000</b>

Grand Total

<b>Project and Activity Cash Flows</b>		
<b>Project and Activity Funding</b>		<b>TOTAL</b>
<b>Participant</b>		<b>Cash</b>
Government of Canada – Environment and Climate Change Canada		\$2,250,000
Government of Quebec		\$12,608,300
<b>Total funding of projects and activities</b>		<b>\$14,858,300</b>

<b>Cost of Projects and Activities</b>		<b>TOTAL</b>
<b>Cost details</b>	<b>Category of costs</b>	<b>Cash</b>
Orientation 1: Identify, protect, restore and enhance environments of ecological importance		\$3,644,400
Orientation 2: Prevent the introduction and control the spread of invasive alien species		\$740,000
Orientation 4: Promote sustainable management of fisheries resources		\$2,515,000
Orientation 6: Maintain and promote sustainable navigation		\$540,600
Orientation 8: Reduce agricultural and urban non-point source pollution		\$1,523,400
Orientation 9: Improve contaminated sediment management tools		\$154,200 0
Orientation 10: Assess the presence and impact of emerging contaminants and toxins on the ecosystem		\$396,000
Orientation 11 : Assess the riverine inputs to the St. Lawrence Estuary		\$25,000
Orientation 12 : Improve knowledge related to the transportation of dangerous goods within the St. Lawrence system		\$235,000
State of the St. Lawrence River Monitoring Program		\$5,084,700
Numerical Environmental Prediction Program for the St. Lawrence		\$0
<b>Total funding of projects and activities</b>		<b>\$14858,300</b>

<b>ECCC Funding</b>		<b>TOTAL</b>
<b>Expenditure details</b>	<b>Category of expenditures</b>	<b>Cash</b>
Orientation 1: Identify, protect, restore and enhance environments of ecological importance		\$645,000
Orientation 2: Prevent the introduction and control the spread of invasive alien species		\$70,000
Orientation 4: Promote sustainable management of fisheries resources		\$350,000
Orientation 6: Maintain and promote sustainable navigation		\$131,500
Orientation 8: Reduce agricultural and urban non-point source pollution		\$256,800
Orientation 9: Improve contaminated sediment management tools		\$46,700 0
State of the St. Lawrence River Monitoring Program		\$750,000
Numerical Environmental Prediction Program for the St. Lawrence		\$0
<b>Total expenditures</b>		<b>\$2,250,000</b>

**SUB-APPENDIX C**  
**REQUEST FOR PAYMENT FORM**  
 (Section 2)

**SECTION 1: Identification of Project and Recipient**

Finance No. (EC):	<input type="text"/>	Application No.:	<input type="text"/>	Final payment?:	<input type="text"/>
Name of recipient:	<input type="text"/>				
Project name:	<input type="text"/>				
Address:	<input type="text"/>				
Contact:	<input type="text"/>	Telephone number:	<input type="text"/>		
Fiscal year:	<input type="text"/>	Period: from	<input type="text"/>	to	<input type="text"/>
Payment method:	<input type="text"/>	Recipient's reference/invoice No. (if required):	<input type="text"/>		

**SECTION 2: Accounting for Eligible Expenditures Paid this Fiscal Year**

Type of expenditure	Amount spent	Project & Activity	Department	Total for this fiscal year
<b>TOTAL eligible expenditures</b>				

**SECTION 3: Payment Amount**

<b>Payment</b>	<b>Requested</b>
Reimbursement of requested eligible expenditures	<input type="text"/>
Payment to be made	<input type="text"/>

**SECTION 4: Recipient Certification**

I certify that the above amounts correspond to the amounts claimed by the Quebec departments participating in the Agreement.

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Name and title (please print) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**DEPARTMENTAL USE**

Verified by \_\_\_\_\_ Compliant with s. 34 of the FAA

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Name	Date	Name (please print)	Signature	Date
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	<b>Full financial code</b>	<b>Amount</b>
Invoice No.: <input type="text" value="-"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Commitment: <input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>