

TRADE AND COOPERATION AGREEMENT

BETWEEN

ONTARIO and QUÉBEC

September 11, 2009

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PREAMBLE

The Governments of Ontario and Québec,

RESOLVED to:

FORM an economic partnership that will foster their economies and build opportunities for their citizens;

STRENGTHEN the Ontario-Québec economic region within North America and internationally;

WORK together collaboratively to seize opportunities in a globally competitive marketplace;

ESTABLISH a comprehensive agreement aimed at eliminating and reducing barriers that restrict trade, investment and labour mobility;

COOPERATE to prevent unnecessary new barriers to trade, investment and labour mobility;

EXCHANGE ideas and coordinate solutions and on broad economic issues and challenges facing their economies and establish common economic priorities;

MAINTAIN and enhance policies governing labour, the environment, consumer protection standards, health, education, culture and economic development; and

PROMOTE sustainable development based on cooperation and mutually supportive environmental and economic policies including innovation for a green economy.

HEREBY AGREE as follows:

**PART I
GENERAL**

**Chapter One
Objectives**

Article 1.1: Objectives

1. The objectives of this Agreement are to:
 - (a) Form an economic partnership aimed at enhancing economic integration between the Parties and at ensuring markets are open, efficient and stable within the Ontario-Québec region;
 - (b) Build on the significant history of cooperation between the Parties to address economic challenges and opportunities together in an open and cooperative manner to increase economic competitiveness and prosperity;
 - (c) Reduce and eliminate, to the greatest extent practicable, barriers to the movement of persons, goods and services and to investments and investors between the Parties to a higher degree than that achieved in the *Agreement on Internal Trade*;
 - (d) Enhance regulatory cooperation through greater transparency, dialogue and consultation;
 - (e) Establish effective procedures for the settlement of disputes between the Parties; and
 - (f) Promote sustainable development.
2. The Parties agree that this Agreement represents a reciprocally and mutually agreed balance of rights and obligations.

Article 1.2: Mutually Agreed Principles

1. The Parties agree that the operation of this Agreement shall be guided by the following principles:
 - (a) Economic competitiveness and prosperity are achieved best through the collaborative reduction and elimination of barriers to trade in goods and services, the movement of persons and investment;
 - (b) Imposition of new barriers offends the spirit of economic and regulatory cooperation;
 - (c) Reconciliation of existing measures that have been identified as barriers to trade, labour mobility or investment, recognizing that measures need not be identical, strengthens the economic partnership;

- (d) Transparent, open, inclusive and accountable administrative policies and decision-making processes, based on the best available scientific and other information should be fostered; and
 - (e) The integrity and diversity of social and cultural communities must be respected.
2. In applying the principles set out in paragraph 1, the Parties recognize the need:
- (a) for full disclosure of measures that have the potential to impede an open, efficient and stable market between the Parties;
 - (b) for transition periods and exceptions;
 - (c) to provide adequate administrative, dispute settlement and compliance mechanisms that are accessible, timely, credible and effective; and
 - (d) to take into account the importance of labour standards, environmental objectives, consumer protection, health, education, culture and economic development.

Article 1.3: Extent of Obligations

1. This Agreement applies to measures of the Parties and their government entities that affect trade in goods and services, investors and investments, labour mobility and economic, energy and regulatory cooperation.
2. Each Party is responsible for compliance with this Agreement by its government entities.
3. Each Party shall adopt and maintain measures to ensure the compliance referred to in paragraph 2.
4. This Agreement applies to regional, district, local or other forms of municipal government only where specifically provided.

Article 1.4: Relationship to the *Agreement on Internal Trade* and Other Agreements

1. This Agreement is established pursuant to Article 1800 (Trade Enhancement Arrangements) of the *Agreement on Internal Trade*, which permits the Parties to enter into additional arrangements to liberalize trade, investment and labour mobility beyond the level required by the *Agreement on Internal Trade*.
2. In the event of an inconsistency between any provision in Parts II (Cooperation), III (General Rules) and IV (Specific Commitments and Rules) of this Agreement and any provision of the *Agreement on Internal Trade*, the provision that is more conducive to liberalized trade, investment and labour mobility shall prevail. In the event that such a provision of the *Agreement on Internal Trade* is determined to be more conducive to liberalized trade, investment and labour mobility that provision shall be incorporated into and made part of this Agreement.

3. The Parties may agree in writing to modify the Agreement to incorporate a provision referred to in paragraph 2.
4. The Parties reaffirm their existing rights and obligations with respect to each other under the agreements set out in Annex 1.4. For greater certainty, the agreements set out in Annex 1.4 are not incorporated into this Agreement.
5. In the event of any inconsistency between this Agreement and an agreement set out in Annex 1.4, the agreement in Annex 1.4 shall prevail to the extent of the inconsistency, unless otherwise provided.
6. The Parties may agree in writing to modify Annex 1.4 to include any amendment to an agreement set out in the Annex, to remove an agreement from the Annex or to include another agreement in the Annex.

Article 1.5: Reaffirmation of Constitutional Powers and Responsibilities

Nothing in this Agreement alters the legislative authority of the provinces or of the governments of the provinces or the rights of either of them with respect to the exercise of their legislative or other authorities under the *Constitution Act, 1867*.

Annex 1.4 Agreements

1. *Interconnection Agreement between Hydro-Québec and Ontario Hydro*
Signature Date: February 1, 1979
Entry into force: June 1, 1978
2. *An Agreement respecting reciprocity in the matter of registration of certain motor vehicles between the Government of Ontario and the Government of Québec*
Signature Date: Unknown
Entry into force: April 8, 1983
3. *Reciprocal Agreement between the Provinces of Ontario and Québec concerning Drivers' Licences and Traffic Offences*
Signature Date: November 8, 1988
Entry into force: April 1, 1989
4. *The Ontario-Québec Vehicle, Vehicle Weights and Dimensions Harmonization Agreement*
Signature Date: August 2000
Entry into force: January, 2001
5. *Protocol for Cooperation between the Government of Ontario and the Government of Québec*
Signature Date: June 2, 2006
Entry into force: June 2, 2006
6. *Agreement for Cooperation on Culture between the Government of Ontario and the Government of Québec*
Signature Date: June 2, 2006
Entry into force: June 2, 2006
7. *Agreement for Cooperation on Emergency Management between the Government of Ontario and the Government of Québec*
Signature Date: June 2, 2006
Entry into force: June 2, 2006
8. *Agreement Concerning Transboundary Environmental Impacts between the Government of Ontario and the Gouvernement du Québec*
Signature Date: June 2, 2006
Entry into force: June 2, 2006
9. *Agreement for Cooperation on Forest Protection between the Government of Ontario and the Government of Québec*
Signature Date: June 2, 2006
Entry into force: June 2, 2006

10. *Agreement for Cooperation and Exchanges between the Government of Ontario and the Government of Québec with respect to Francophone Affairs*
Signature Date: June 2, 2006
Entry into force: June 2, 2006
11. *Agreement for Cooperation on Health Care the Government of Ontario and the Government of Québec*
Signature Date: June 2, 2006
Entry into force: June 2, 2006
12. *Agreement to Promote Sustainable Development of Crown Land and Natural Resources between the Government of Ontario and the Government of Québec*
Signature Date: June 2, 2006
Entry into force: June 2, 2006
13. *Agreement for Cooperation on Tourism between the Government of Ontario and the Government of Québec*
Signature Date: June 2, 2006
Entry into force: June 2nd, 2006
14. *Agreement Concerning Transportation Cooperation between the Government of Ontario and the Government of Québec*
Signature Date: June 2, 2006
Entry into force: June 2, 2006
15. *Agreement on Labour Mobility and Recognition of Qualifications, Skills and Work Experience in the Construction Industry between the Government of Ontario and the Government of Québec*
Signature Date: June 2, 2006
Entry into force: June 30, 2006
16. *Memorandum of Understanding between the Government of Ontario and the Government of Québec on Energy*
Signature Date: June 2, 2008
Entry into force: June 2, 2008
17. *Memorandum of Understanding between the Government of Ontario and Government of Québec concerning a Provincial-Territorial Cap and Trade Initiative*
Signature Date: June 2, 2008
Entry into force: June 2, 2008
18. *Agreement for Cooperation on Youth between the Government of Ontario and the Government of Québec*
Signature Date: June 2, 2008
Entry into force: June 2, 2008

19. *Agreement for Cooperation on Social Services between the Government of Ontario and the Government of Québec*
Signature Date: June 2, 2008
Entry into force: June 2, 2008

PART II COOPERATION

Chapter Two Economic Cooperation

Article 2.1: Objectives

1. The Parties agree to establish conditions for an increasingly integrated economy in the Ontario-Québec region, one that sustains and promotes a business environment that is more responsive to economic challenges and opportunities and that promotes greater trade, productivity, competitiveness and prosperity through enhanced synergy between the Parties.
2. The Parties agree to build a more integrated economy where business connections are strengthened and where economic cooperation promotes greater coherence and complementarity of government policies and measures between the Parties.
3. The Parties agree to engage in closer economic cooperation for the purposes of generating investment and creating high-value jobs in the Ontario-Québec region through the:
 - (a) creation of joint institutional mechanisms to facilitate the implementation of the Agreement;
 - (b) initiation of joint projects aimed at strengthening economic cooperation in key sectors; and
 - (c) development of a more integrated infrastructure aimed at strengthening the economic network throughout the Ontario-Québec region.

Article 2.2: Ministerial Council

1. Each Party shall designate the Minister responsible for economic development as the Minister responsible for this Agreement.
2. The Parties shall establish a Ministerial Council comprising the Minister of each Party responsible for the Agreement, who shall preside over the activities of the Ministerial Council.
3. The Ministerial Council shall:
 - (a) supervise the implementation of and adherence to the Agreement by the Parties;
 - (b) oversee any further negotiations or amendments to the Agreement;

- (c) assist in the resolution of disputes arising out of the interpretation and application of the Agreement;
 - (d) consult with and invite other Ministers to participate in its meetings, as deemed necessary;
 - (e) initiate further negotiations to reduce barriers to trade, investment and labour mobility;
 - (f) ensure, where practicable, cohesion on economic policy decisions related to the Agreement and other economic policies of the Parties;
 - (g) promote consistency and complementarity on decisions related to large-scale infrastructure projects that benefit both Parties;
 - (h) provide a forum for strategic discussions about joint solutions to common economic challenges and opportunities;
 - (i) request, receive and consider reports from the Secretariat, the Joint Committee on Regulatory Cooperation, the Private Sector Advisory Committee and all other committees and working groups created under this Agreement, including reports issued pursuant to commitments set out Part IV (Specific Commitments and Rules);
 - (j) manage trade barrier reduction, cooperative activities and projects under the Agreement and consider the adoption of additional activities and projects; and
 - (k) consider any other matter that could affect the operation of the Agreement.
4. The Ministerial Council:
- (a) shall be convened annually in regular session and be chaired successively by each Party; and
 - (b) may be convened in special session at any time at the agreement of both Parties.

Article 2.3: Secretariat

1. The Ministerial Council shall establish and oversee a Secretariat, comprised of Sections.
2. Each Party shall:
 - (a) establish a permanent office of its Section within its Ministry responsible for the Agreement;
 - (b) be responsible for the operation and costs of its Section; and
 - (c) designate an individual to serve as Section Secretary, who shall be responsible for the Section's administration and management.

3. The Secretary Chair shall be the Section Secretary whose Minister currently chairs the Ministerial Council.
4. The Secretariat shall:
 - (a) assist and support the Ministerial Council in the fulfillment of its obligations;
 - (b) prepare and organize, under the direction of the Secretary Chair, the regular and special meetings of the Ministerial Council;
 - (c) circulate decisions made by the Ministerial Council at its regular and special sessions;
 - (d) provide administrative support to dispute settlement Panels established under Chapter 12 (Dispute Resolution);
 - (e) create a repository for reports and other information submitted by Ministers, committees and groups under the Agreement;
 - (f) establish an enquiry point within each Section capable of responding to requests for information from the public about matters covered by the Agreement; and
 - (g) as the Ministerial Council directs:
 - (i) support the work of committees and groups established under this Agreement;
 - (ii) facilitate an annual economic forum;
 - (iii) foster cooperation and create synergy between business leaders, public officials and academic circles, notably through an annual forum between academic institutions in Ontario and Québec;
 - (iv) oversee special projects, such as joint trade missions or joint participation in trade fairs and other international fora; and
 - (v) otherwise facilitate the operation and management of the Agreement.

Article 2.4: Private Sector Advisory Committee

1. The Parties shall establish a Private Sector Advisory Committee consisting of private sector representatives from each Party.
2. The Private Sector Advisory Committee shall be composed of at least ten members, with an equal number of members being chosen by each Party.
3. The Ministerial Council shall:

- (a) on an annual basis, appoint one member of the Private Sector Advisory Committee to be the chairperson of the Private Sector Advisory Committee; and
- (b) invite the Private Sector Advisory Committee to:
 - (i) advise the Ministerial Council on matters pertaining to activities under Article 2.5;
 - (ii) advise the Ministerial Council on other matters concerning the Agreement; and
 - (iii) report to the Ministerial Council at each annual meeting.

Article 2.5: Economic Cooperation Activities

1. The Parties agree to pursue the cooperation activities set out in the Agreement.
2. The Parties agree to further develop and implement the cooperative activities outlined in Annex 2.5.
3. The Parties agree to identify and undertake additional economic cooperation activities and priority initiatives as directed by the Ministerial Council and may modify Annex 2.5 accordingly.
4. The Parties agree to establish a working group to evaluate how to maximize economic benefits to the Ontario-Québec region of their respective governments' procurement policies. The working group shall report on its findings to the Ministerial Council no later than twelve (12) months after the entry into force of the Agreement.

Article 2.6: Investment

1. The Parties reaffirm their commitments to reduce and eliminate barriers to investment under Chapter 6 (Investment) of the *Agreement on Internal Trade*.
2. The Parties agree to create a working group to examine the following:
 - (a) the need to strengthen investor rights;
 - (b) the need to reduce investment distortions arising from government support in the context of this Agreement; and
 - (c) the requirements listed in Annex 604.4 (Local Presence and Residency Requirements) of the *Agreement on Internal Trade* and whether such requirements should be retained, removed or replaced.
3. The Parties agree that the working group established to examine the items in paragraph 2 shall report to the Ministerial Council on their findings within twelve (12) months of the entry into force of the Agreement.

Article 2.7: Definitions

In this Chapter:

Secretary Chair means the chairperson of the Secretariat;

Section(s) means each Party's section of the Secretariat, comprised of the appointed representatives of each Party; and

Section Secretary means the person appointed by each Party pursuant to Article 2.3(2)(c).

Western Climate Initiative is an initiative, launched in February 2007, comprised of seven U.S. governors and four Canadian Premiers, in order to identify, evaluate, develop and implement collective and cooperative ways to reduce greenhouse gases in the region, focusing on a broad market-based cap-and-trade system as part of this comprehensive regional effort.

Annex 2.5 Cooperation Activities

A. Manufacturing and Other Selected Sectors

1. The Parties agree that their manufacturing sectors face significant and common challenges. As such, the Parties agree to:
 - (a) make joint representations to the federal government regarding issues of mutual concern;
 - (b) take steps to facilitate the necessary adjustment of the manufacturing sector throughout the region, taking into account the comparative advantages of each Party;
 - (c) enhance the brand image of the manufacturing sector, which has suffered due to job losses, particularly among the young skilled workforce.
2. The Parties agree to work together under the auspices of the Western Climate Initiative. In doing so, the Parties agree to compare and evaluate the actions of their respective manufacturing sectors regarding the management of greenhouse gas emissions.
3. The Parties agree to investigate other sectors of mutual interest to determine common issues and areas of collaborative industrial cooperation.

B. Innovation Corridors

1. The Parties recognize the important economic contribution of innovation corridors, which are networks between businesses and public research organizations. These networks collaborate on common projects in the field of innovation and are funded both publicly and privately.
2. Cooperation in the field of innovation will make the Ontario-Québec region more competitive and more attractive to foreign investment. Accordingly, the Parties agree to develop and pursue, where appropriate, joint activities:
 - (a) designed to attract foreign investment in innovation, with the clear understanding that each Party may determine its own policies in this regard; and
 - (b) to assess the strengths of selected sectors in the Ontario-Québec region in the area of innovation for the purposes of undertaking joint marketing of such sectors to demand markets abroad.
3. The Parties agree that the cooperation objectives with respect to innovation corridors are to:
 - (a) intensify innovation capabilities;

- (b) alleviate trade and investment barriers arising from the existence of conflicting or duplicative administrative requirements;
- (c) foster cross-regional networking among business, universities and research centres; and
- (d) provide developing businesses with a larger support network.

4. The Parties agree to:

- (a) foster the creation of innovation corridors for the following sectors:
 - (i) life sciences;
 - (ii) optical photonics; and
 - (iii) clean technologies;
- (b) develop a joint proposal for cooperation in each of the sectors set out in paragraph (a) in cooperation with the private sector, including the Private Sector Advisory Committee, based on the objectives set out in paragraph 3;
- (c) fund jointly a study assessing the Ontario-Québec regional market in one or more of the above sectors; and
- (d) assess other sectors for the purposes of creating additional innovation corridors.

C. Infrastructure

1. To facilitate a more integrated economic region, the Parties undertake to plan the development of infrastructure, including joint services, systems and facilities, in a spirit of enhanced cohesion and complementarity.
2. The Parties agree to improve the integration of transportation infrastructure with a view to achieving greater interconnectivity of existing transportation networks.
3. In pursuit of the objectives in paragraph 2, the Parties agree to give priority to the following projects in collaboration with the federal government:
 - (a) feasibility of a high-speed rail link connecting Windsor and Québec City; and
 - (b) a joint Ontario-Québec transportation strategy as part of the Ontario-Québec Continental Gateway and Trade Corridor.

D. Environmental Cooperation

1. The Parties agree to work together to provide leadership in the areas of environment and sustainable development by giving priority to the promotion of information exchange and joint cooperation related to transboundary environmental impacts in accordance with the *Agreement Concerning Transboundary Environmental Impacts between the Government of Ontario and the Gouvernement du Québec*; and
2. The Parties agree to work together, co-operatively and with other provinces, territories and states, to provide leadership in the areas of environment and sustainable development by giving priority to the development of a regional greenhouse gas emissions trading system, in accordance with the *Memorandum of Understanding between the Government of Ontario and the Government of Québec concerning a Provincial-Territorial Cap and Trade Initiative* and the proposed design principles of the Western Climate Initiative, and that seeks to align with the emerging North American system, to facilitate the transition to a low carbon economy and to encourage technological innovation, economic growth and job creation in the green economy.

E. Tourism

1. The Parties recognize the important economic contribution of their tourism sectors and that increased cooperation and collaborative initiatives in this sector would lead to economic gains for both Parties.
2. The Parties agree to:
 - (a) make joint representations to the federal government regarding issues of mutual concern; and
 - (b) undertake joint tourism marketing activities.

Chapter Three Regulatory Cooperation

Article 3.1: Enhancing Regulatory Cooperation

1. The Parties agree that regulatory dialogue and cooperation have the potential to enhance their relationship, strengthen the ability of each Party to protect the public and the environment, promote economic efficiencies and improve the overall quality of regulatory governance.
2. The Parties shall, to the extent possible:
 - (a) consult on regulatory development and requirements;
 - (b) exchange information on regulatory matters;
 - (c) conduct joint research on regulations and their impacts, especially on business, trade and investment;
 - (d) compare regulatory methods and instruments;
 - (e) examine opportunities for reconciliation, harmonization, mutual recognition or other ways of minimizing differences in existing and future regulation;
 - (f) reconcile regulatory requirements and conformity assessment; and
 - (g) participate cooperatively in national, regional and international standards and regulatory development organizations to which they belong.
3. Each Party shall encourage regulatory bodies whose regulatory requirements must be approved by a Party to cooperate and share information as provided in paragraph 2.

Article 3.2: Legislative Cooperation

As much as possible and without interfering with the privileges of the Ontario Legislature or Québec National Assembly, the Parties agree to share information and comments on their legislative intents with a view to minimizing the creation of obstacles to trade and movement of goods, services, persons and investment between the territories of the two Parties.

Article 3.3: Scope and Coverage

1. Subject to paragraph 2, this Chapter applies to regulatory requirements made or approved under an Act of the Legislature by the Lieutenant Governor-in-Council or by a Minister.
2. Article 3.5 applies only to a regulatory requirement made or approved under an Act of the Legislature by the Lieutenant Governor-in-Council, but does not apply to a regulatory requirement that concerns expenditures.

Article 3.4: Regulatory Policy and Principles

1. Each Party shall establish a Cabinet-endorsed policy regarding the overall development and administration of regulatory requirements based on the principles and rules set out in paragraphs 2 and 3.
2. The Parties agree that their regulatory requirements:
 - (a) respond to a clearly identified need for regulation;
 - (b) are developed and implemented in a transparent manner;
 - (c) are designed to be least trade restrictive;
 - (d) are based on assessed risks, costs and benefits and minimized impacts on a fair, competitive and innovative market economy;
 - (e) minimize differences and duplication, where appropriate, between the Parties;
 - (f) are results-based, where appropriate and to the extent practicable;
 - (g) are timely and reviewed on a routine basis and are not maintained if the need giving rise to their adoption no longer exists; and
 - (h) are made easily accessible and written in language that can be easily understood by the public.
3. In the process of adopting or reviewing a regulatory requirement, each Party shall assess the impacts of the requirement on investors and investments of the other Party and on trade and labour mobility between the Parties.
4. Each Party shall provide a copy of its Cabinet-endorsed policy to the other and make it available to the public.

Article 3.5: Transparency

1. Each Party shall ensure that regulatory requirements respecting any matter covered by the Agreement are promptly published or otherwise made available in such a manner as to enable interested persons and the other Party to become acquainted with them.
2. Subject to paragraphs 4 and 5, where a proposed regulatory requirement may have a significant effect on the access of persons, goods, services or investments of another Party, each Party shall:
 - (a) publish in advance the regulatory text and a summary of the expected impacts of any such regulatory requirement that it proposes to adopt;

- (b) provide the other Party and interested persons from the other Party a reasonable opportunity and a minimum period of forty-five (45) days to comment on such proposed regulatory requirements;
 - (c) accept written comments from ministerial authorities of the other Party on the effects of the proposal on investors and investments of the other Party and on trade or labour mobility between the Parties and take the comments into account;
 - (d) on request, discuss the comments with the other Party and take the results of the discussions into account; and
 - (e) on request, explain the reasons behind any decision not to adopt the other Party's comments.
3. Further to paragraph 2,
- (a) Ontario shall post regulatory proposals subject to paragraph 2 on the Regulatory Registry.
 - (b) Québec shall post regulatory proposals subject to paragraph 2 in the *Gazette Officielle du Québec*.
 - (c) Neither Party shall charge a fee for on-line access by the Regulatory Coordinator of the other Party to the publications referred to in paragraphs (a) and (b).
4. Where a Party considers it necessary to address an urgent problem, it may omit any step set out in paragraphs 2 and 3, provided that on adoption of a regulatory requirement it shall:
- (a) immediately provide to the other Party information of the type required under paragraph 2, including a brief description of the urgent problem;
 - (b) on request, provide a copy of the measure to the other Party; and
 - (c) allow the other Party to make comments in writing and, on request, discuss the comments.
5. Paragraphs 2 and 3 do not apply to measures:
- (a) relating to taxation, except for regulatory requirements relating to administrative processes and formalities attached to the collection of fiscal revenues, including fees and royalties, by government; or
 - (b) where as a consequence of statutory requirements, the publication of a proposed regulatory requirement would adversely affect the administration or operation of a government program.

6. Where a Party allows non-governmental persons in its territory who may suffer prejudicial economic consequences as a result of the adoption of a regulatory requirement to intervene in the regulatory development process, that Party shall allow the same privilege to non-governmental persons from the other Party who may suffer similar consequences.

Article 3.6: Joint Committee on Regulatory Cooperation

1. The Parties shall establish a Joint Committee on Regulatory Cooperation, composed of representatives from each Party.
2. The Joint Committee on Regulatory Cooperation shall:
 - (a) meet at least once per year and on request of a Party;
 - (b) report annually to the Ministerial Council on its activities and on the implementation of this Chapter.
3. The functions of the Joint Committee on Regulatory Cooperation shall include:
 - (a) monitoring the implementation and administration of this Chapter, including the progress of subcommittees and working groups established under paragraph 4;
 - (b) identifying areas where regulations conflict, overlap, are duplicated or are otherwise incompatible and reporting annually to the Ministerial Council;
 - (c) facilitating cooperation among regulators and their efforts to harmonize, mutually recognize or otherwise make compatible their regulatory measures;
 - (d) enhancing cooperation on the development, application and enforcement of regulatory measures; and
 - (e) monitoring non-governmental, regional, national and international developments regarding regulation and regulatory governance;
4. The Joint Committee on Regulatory Cooperation may, as it considers appropriate, establish and determine the scope and mandate of subcommittees or working groups, comprising representatives of each Party and other interested persons as appropriate.

Article 3.7: Regulatory Coordinator

1. Each Party shall designate a Regulatory Coordinator who will co-chair the Joint Committee on Regulatory Cooperation.
2. Each Party shall ensure that the Regulatory Coordinator responds to all reasonable inquiries from the other Party, and provides relevant information and documents regarding:

- (a) any regulatory requirement proposed, adopted or maintained in its territory;
- (b) access to notices published pursuant to Article 3.5, or information where such notices may be obtained; and
- (c) the follow-up of comments made by the other Party pursuant to Article 3.5.

Article 3.8: Entry into Force

This Chapter shall enter into force six (6) months following the entry into force of the Agreement.

Article 3.9: Definitions

In this Chapter:

Regulatory requirement:

For Ontario, means a regulation subject to Part III of the *Legislation Act, 2006* Chapter 21, Annex F; and

For Québec, means a regulation subject to the *Regulations Act, RSQ, Chapter R-18.1*;

Regulatory bodies means non-governmental bodies and organizations that have been provided delegated regulatory authority by the Legislature of a Party;

Regulatory Coordinator means the coordinators designated pursuant to Article 3.7 of this Agreement; and

Regulatory Registry means the public internet site maintained by the Government of Ontario on which regulatory proposals that may affect business are posted, located at:
<http://www.ontariocanada.com/registry>.

Chapter Four Energy Cooperation

Article 4.1: Purpose

The Parties recognize that it is desirable to strengthen the important role that cooperation in energy policies plays in the Ontario-Québec economic region.

Article 4.2: Scope and Coverage

This Chapter applies to cooperation in energy policies.

Article 4.3: Objectives

1. The primary objectives of this Chapter are to improve the economic efficiency of the energy sector and to increase the reliability of energy supply and energy infrastructure, within Ontario and Québec.
2. The Parties shall jointly promote enhanced inter-jurisdictional cooperation in energy policies and a modern, reliable, and environmentally responsible and efficient series of energy transmission and transportation networks.

Article 4.4: Cooperation

The Parties agree to cooperate and coordinate their efforts in order to achieve the objectives set out under Article 4.3, including their best efforts to:

- (a) improve knowledge-sharing on energy efficiency, conservation and demand management, and to identify and act on opportunities for harmonization of related standards, codes and programs;
- (b) work toward joint technological and policy development for emerging and renewable energy technologies, including exploration of opportunities for joint research and research networks on renewable energy, and opportunities for shared ownership and commercialization of joint research;
- (c) mandate their respective Entities to explore ways to enhance interconnectedness for clean and renewable energy exchanges, based on identifying and addressing financial, institutional and physical barriers to those exchanges;
- (d) build on the synergies between the electricity systems of the Parties and work towards more interconnected electricity systems by identifying and acting on opportunities to improve planning coordination, co-operation on energy system operations, and encouragement of greater electricity interconnectedness, where practical;

- (e) continue to explore opportunities and develop principles for co-operation during energy emergencies and enhanced cooperation during emergency reliability situations; and
- (f) explore principles and opportunities for the development and harmonization of broader regional energy systems, including extra-jurisdictional co-operation where practical.

Article 4.5: Transparency

- 1. The Parties agree that transparent energy markets and systems contribute to greater efficiency and effectiveness, are conducive to greater cooperation and collaboration, reduce the risk of misunderstanding and facilitate the sharing of information and ideas.
- 2. Each Party shall provide a contact person to answer all reasonable enquiries from the other Party and to provide relevant information regarding any energy measure that is proposed, adopted or maintained by its Government.

Article 4.6: Energy Cooperation Activities

- 1. The Parties agree to pursue the cooperative activities listed in Article 4.4 and to implement a work plan no later than six (6) months following the entry into force of the Agreement.
- 2. The Parties agree to identify and undertake additional energy cooperation activities as directed by Energy Ministers.

Article 4.7: Cooperation by Ministers Responsible for Energy

- 1. The Ministers of each Party responsible for energy are responsible for this chapter and shall meet at the request of a Party.
- 2. Ministers may make amendments to this Chapter, subject to the endorsement of the Ministerial Council.
- 3. Ministers shall:
 - (a) monitor the implementation and management of this Chapter;
 - (b) assist in the resolution of issues;
 - (c) provide a forum for discussion about joint solutions to common energy challenges and opportunities;
 - (d) receive and consider reports from the Energy Cooperation Committee;
 - (e) oversee the program of energy cooperation activities under the Chapter and consider the adoption of additional activities and projects; and

- (f) participate, as necessary, in the activities and meetings of the Ministerial Council.

Article 4.8: Energy Cooperation Committee

1. The Parties agree to create an Energy Cooperation Committee to be co-chaired by the Parties.
2. Each Party shall designate a senior official who shall co-chair the Committee.
3. The Committee shall:
 - (a) assist and support Ministers in the fulfillment of their obligations under the Chapter;
 - (b) oversee the day-to-day implementation and management of the Chapter;
 - (c) identify opportunities and develop options for consideration by Ministers for additional cooperative activities; and
 - (d) report annually to Ministers.

Article 4.9: Definitions

In this Chapter:

Entities mean those governmental bodies, agencies, corporations, or other institutions under the direct purview of the government regulating prices and supply conditions of energy goods.

Ministers means Ministers of each Party responsible for energy.

PART III GENERAL RULES

Chapter Five General Rules

Article 5.1: Application

The general rules established under this Chapter apply only to matters covered by Part IV (Specific Commitments and Rules), except as otherwise provided in this Agreement. In the event of an inconsistency between a specific rule in Part IV and a general rule in this Chapter, the specific rule prevails to the extent of the inconsistency.

Article 5.2: No Obstacles

Subject to Article 5.7, each Party shall ensure that any measure it adopts or maintains does not operate to create an obstacle to trade, investment and labour mobility between the Parties.

Article 5.3: Right of Entry and Exit

Subject to Article 5.7, no Party shall adopt or maintain any measure that restricts or prevents the movement of persons, goods, services or investment between the Parties.

Article 5.4: Reciprocal Non-discrimination

1. Subject to Article 5.7, each Party shall accord to goods of the other Party, treatment no less favourable than the best treatment it accords to its own like, directly competitive or substitutable goods or those of any non-Party.
2. Subject to Article 5.7, each Party shall accord to persons, services, investors and investments of the other Party, treatment no less favourable than the best treatment it accords, in like circumstances, to its own persons, services, investors and investments or those of any non-Party.
3. The Parties agree that according identical treatment may not necessarily result in compliance with paragraphs 1 or 2.
4. Each Party shall ensure that any charges it applies to persons, goods, services, investor and investments of the other Party are the same as those charged to its own persons, goods, services, investors and investments, in like circumstances, except to the extent that any differences can be justified by an actual cost-of-service differential.

Article 5.5: Official Language

Nothing in this Agreement shall be construed to require a Party to communicate, publish text or provide particulars or copies of documents other than in an official language of the Party.

Article 5.6: Non-Disclosure

Nothing in this Agreement shall be construed to require a Party to disclose any information that by law is not subject to disclosure.

Article 5.7: Legitimate Objectives

1. A measure inconsistent with Articles 5.2, 5.3 or 5.4 is still permissible under this Agreement where it can be demonstrated that:
 - (a) the purpose of the measure is to achieve a legitimate objective;
 - (b) the measure does not operate to impair unduly the access of persons, goods, services or investments of a Party that meet that legitimate objective;
 - (c) the measure is not more trade restrictive than necessary to achieve that legitimate objective; and
 - (d) the measure does not create a disguised restriction to trade, investment or labour mobility.

2. The legitimate objectives accepted by the Parties are:
 - (a) public security, safety and infrastructure integrity;
 - (b) public order;
 - (c) protection of human, animal and plant life or health;
 - (d) protection of the environment;
 - (e) consumer protection;
 - (f) protection of the health, safety and well-being of workers; and
 - (g) affirmative action programs for disadvantaged groups;

considering, among other things, where appropriate, fundamental climactic or other geographical factors, technological or infrastructure factors, or scientific justification.

3. For greater certainty, paragraph 2 may be amended by a provision in Part IV.

**PART IV
SPECIFIC COMMITMENTS AND RULES**

**Chapter Six
Labour Mobility**

Article 6.1: Objective

1. The objective of this Chapter is to eliminate or reduce measures adopted or maintained by the Parties that restrict or impair labour mobility between the Parties and, in particular, to enable any worker certified for an occupation by a regulatory authority of one Party to be recognized as qualified for that occupation by the relevant regulatory authority of the other Party.
2. For the purposes of this Chapter, a reference to a Party adopting or maintaining a measure or standard, regulating an occupation, or agreeing to certify a worker, includes such action by a regulatory authority of a Party.

Article 6.2: Scope and Coverage

1. Annex 6.2 sets out those occupations for which workers in the occupation who are certified by the relevant regulatory authority of a Party shall be recognized as qualified for certification in the same occupation by the relevant regulatory authority of the other Party.
2. This Chapter applies to the occupations set out in Annex 6.2. In particular, this Chapter applies to measures adopted or maintained by a Party for a regulated occupation identified in Annex 6.2 relating to:
 - (a) residency requirements for workers as a condition of certification relating to a worker's occupation;
 - (b) certification requirements, other than residency requirements, for workers in order to practise an occupation or use a particular occupational title; and
 - (c) occupational standards.
3. This Chapter does not apply to measures pertaining to language requirements or social policy measures including labour standards and codes, minimum wages and social assistance.
4. This Chapter applies to the occupations set out in Annex 6.2 on the date this Agreement comes into effect except where compliance with respect to one or more of the occupations requires statutory or regulatory amendment, in which case this Chapter applies to that occupation upon the coming into force of the required regulatory and/or legislative amendments.

Article 6.3: Relationship to Other Agreements

1. A Party may enter into labour mobility agreements with other jurisdictions. A Party shall notify the other Party when negotiating such agreements so that the other Party may assess the implications for and propose possible amendments to this Chapter.
2. If there is any inconsistency between a provision of this Chapter and any provision regarding labour mobility in the *2006 Agreement* or the *Agreement on Internal Trade*, the provision that is most favourable to labour mobility shall prevail to the extent of the inconsistency.

Article 6.4: Residency Requirements

No Party shall require a worker of the other Party to be resident in its territory as a condition of certification relating to the worker's occupation.

Article 6.5: Certification of Workers

1. Subject to paragraphs 3 and 4, any worker certified for an occupation by a regulatory authority of one Party shall, upon application, be certified for that occupation by the relevant regulatory authority of the other Party without any requirement for any material additional training, experience, examinations or assessments as part of that certification procedure.
2. Subject to paragraphs 3 and 4, a Party shall recognize any worker holding a jurisdictional certification in a trade designated Red Seal under the Interprovincial Standards Red Seal Program in both jurisdictions as qualified to practise the occupation identified in the certification.
3. A regulatory authority of a Party may, as a condition of certification for any worker referred to in paragraphs 1 and 2, impose requirements on that worker, other than requirements for material additional training, experience, examinations or assessments, including:
 - (a) payment of an application or processing fee;
 - (b) obtaining insurance, malpractice coverage or similar protection;
 - (c) posting a bond;
 - (d) undergoing a disciplinary or criminal background check;
 - (e) providing evidence of good character;
 - (f) demonstrating knowledge of the measures maintained by that Party applicable to the practice of the occupation in its territory; or

- (g) providing a certificate, letter or other evidence from the regulatory authority in that territory in which they are currently certified confirming that their certification in that territory is in good standing;

provided that any requirement referred to in paragraphs (a) to (g):

- (h) is the same as, or substantially similar to, but no more onerous than, those imposed by the regulatory authority on its own workers as part of the normal certification process; and
- (i) does not create a disguised restriction on labour mobility.

4. Nothing in paragraphs 1, 2 or 3 limits the ability of a regulatory authority of a Party to:

- (a) refuse to certify a worker or impose terms, conditions or restrictions on his or her ability to practise where such action is considered necessary to protect the public interest as a result of complaints or disciplinary or criminal proceedings in any other jurisdiction relating to the competency, conduct or character of that worker;
- (b) impose additional training, experience, examinations or assessments as a condition of certification where the person has not practised the occupation within a specified period of time; or
- (c) assess the equivalency of a practice limitation, restriction or condition imposed on a worker in his or her current certifying jurisdiction to any practice limitation, restriction or condition that may be applied by the regulatory authority to a worker in its territory, and apply an equivalent practice limitation, restriction or condition to the worker's certification, or, where the regulatory authority has no provision for applying an equivalent limited, restricted or conditional certification, refuse to certify the worker;

provided that any measure referred to in paragraphs (a) to (c):

- (d) is the same as, or substantially similar to but no more onerous than, that imposed by the regulatory authority on its own workers; and
- (e) does not create a disguised restriction on labour mobility.

Article 6.6: Occupational Standards

1. A Party may adopt or maintain any occupational standard, and in doing so, may establish the level of protection that it considers to be appropriate in the circumstances. The Parties agree, however, to the extent possible and where practical, to pursue steps to reconcile differences in occupational standards.
2. If a Party considers it necessary to establish new standards or to make changes to any existing standards in respect of an occupation, the Parties agree that the process for establishing or making such changes shall occur in a manner conducive to labour

mobility. In doing so, the Party shall notify the other Party and afford it an opportunity to comment on the modification of those standards.

Article 6.7: Implementation, Administration and Assessment

The Parties agree to establish a Joint Labour Mobility Committee that shall:

- (a) consist of the Assistant Deputy Ministers or equivalent officials, or their designates, responsible for labour mobility for each Party;
- (b) meet at least once a year;
- (c) be comprised of a minimum of six (6) members, with an equal number of members from each Party, with each Party designating a co-chair; and
- (d) monitor progress in achieving full labour mobility between the Parties and the implementation of this Chapter, including the complaints referral process identified in Article 6.8.

Article 6.8: Complaints Referral Process

1. This Article applies to the avoidance and resolution of disputes originating from a Party regarding the interpretation or application of this Chapter.
2. The Parties shall each designate an Official Contact to receive complaints about the interpretation or application of this Chapter.
3. An Official Contact for each Party may delegate in writing his or her responsibilities under this Chapter to a person employed in the ministry responsible for labour mobility.
4. If a worker certified for an occupation by a regulatory authority of one Party is denied certification by the relevant regulatory authority of the other Party or is asked to undergo any material additional training, experience, examinations or assessments by such regulatory authority, the worker shall attempt to resolve the matter using any existing dispute resolution process established by that regulatory authority. Such process must be exhausted before the affected worker may request the assistance of the Official Contact of the province where the worker is certified.
5. Upon receiving a request for assistance by a worker pursuant to paragraph 4, if the Official Contact is of the opinion that the decision of the regulatory authority is inconsistent with a provision of this Chapter, the Official Contact who received the request for assistance shall, without delay, contact the Official Contact of the other Party who, in turn, shall request the reasons for the regulatory authority's decision from the regulatory authority and shall share those reasons with the other Official Contact.
6. If both Official Contacts agree that the decision of the regulatory authority is consistent with the Chapter, the Official Contact who received the request for assistance shall inform the worker immediately.

7. If both Official Contacts agree that the decision of the regulatory authority is inconsistent with this Chapter, they will make all reasonable efforts to have the complaint resolved by the appropriate officials of the regulatory authority within twenty (20) days.
8. Notwithstanding paragraph 7, if the Official Contacts disagree or an Official Contact considers that the complaint is not resolved to his or her satisfaction, a Party may request in writing at any time that the Joint Labour Mobility Committee review the complaint.
9. The Joint Labour Mobility Committee shall appoint an expert selected by mutual agreement within fifteen (15) days. The expert shall have knowledge of the relevant occupation, labour mobility obligations or such other expertise as may be relevant to the complaint or a combination thereof. The expert must be bilingual. The cost of the expert's work will be shared equally by both Parties.
10. The expert shall provide an opinion on whether or not a Party has satisfied the obligations of this Chapter and provide a recommendation to resolve the complaint to the Joint Labour Mobility Committee. The expert shall provide his or her opinion and recommendation to the Joint Labour Mobility Committee within fifteen (15) days of his or her appointment.
11. Following receipt of the opinion and the recommendation of the expert, the Parties shall make every possible effort to resolve the dispute in a manner consistent with the expert's opinion and recommendation. If the Parties fail to resolve the dispute within 30 days of receiving the expert's opinion and recommendation, a Party has recourse to the dispute resolution mechanism set out in Chapter 12 (Dispute Resolution).

Article 6.9: Amendments to Annexes

1. The annexes to this Chapter may be amended at any time by mutual consent of the Parties.
2. An agreement to amend an annex shall be confirmed in an exchange of letters between the relevant Assistant Deputy Ministers, or their delegates, from the ministry of each Party responsible for labour mobility. A copy of an exchange of letters shall be conveyed to the Secretariat.
3. Notwithstanding paragraph 2, the Parties agree that any amendment to Appendix 1 of the *2006 Agreement* shall constitute an amendment to Annex 6.2 of this Agreement and the Parties shall update Annex 6.2 to reflect such amendment forthwith.
4. Notwithstanding paragraph 2, if a Party supports an application by an occupation listed in Annex 6.2 of this Chapter for an exception based on a legitimate objective under the *Agreement on Internal Trade* that excludes workers from one or the other Parties to this Chapter, that occupation shall be removed from Annex 6.2.

Article 6.10: Definitions

In this Chapter:

2006 Agreement means the *Agreement on Labour Mobility and Recognition of Qualifications, Skills and Work Experience in the Construction Industry between the Government of Ontario and the Government of Québec*, signed on June 2, 2006;

certified means that a worker holds a certificate, licence, registration or other form of official recognition issued by a regulatory authority of a Party which attests to the worker being qualified and, where, applicable authorized to practise a particular occupation or to use a particular occupational title in the territory of that Party. For greater certainty, “certified” does not include only having work experience in a given occupation gained within a Party where certification is not required in order to practise that occupation;

Interprovincial Standards Red Seal Program means the certification of skilled tradespersons based on common interprovincial standards as administered by the Canadian Council of Directors of Apprenticeship.

Joint Labour Mobility Committee means the committee established pursuant to Article 6.7;

non-governmental body that exercises authority delegated by law means any non-governmental body to whom authority has been delegated by provincial or federal statute to set or implement measures related to:

- (a) the establishment of occupational standards or certification requirements;
- (b) the assessment of the qualifications of workers against established occupational standards or certification requirements; or
- (c) the official recognition that an individual meets established occupational standards or certification requirements;

occupation means a set of jobs which, with some variation, are similar in their main tasks or duties or in the type of work performed;

occupational standard means the skills, knowledge and abilities required for an occupation as established by a regulatory authority of a Party and against which the qualifications of an individual in that occupation are assessed;

Official Contact means the persons designated as official contacts of each Party pursuant to Article 6.8;

regulatory authority of a Party means a department, ministry or similar agency of government of a Party or a non-governmental body that exercises authority delegated by law; and

worker means an individual, whether employed, self-employed or unemployed, who performs or seeks to perform work for pay or profit.

**Annex 6.2
Occupations Subject to Labour Mobility Chapter**

**Table 1
List of Professions**

Québec Title	Ontario Title
Agents immobiliers	Real Estate Salesperson
Ambulanciers	Paramedics
Architectes	Architects
Arpenteurs-géomètres	Land Surveyors
Chimistes	Chartered Chemists
Chiropraticiens	Chiropractors
Comptables agréés	Chartered Accountants
Comptables en management accrédités	Certified Management Accountants
Comptables généraux accrédités	Certified General Accountants
Dentistes	Dentists
Denturologistes	Denturists
Diététistes/Nutritionnistes	Dietitians
Enseignants	Teachers
Ergothérapeutes	Occupational Therapists
Géologues	Geoscientists
Hygiénistes dentaires	Dental Hygienists
Infirmiers et infirmières	Registered Nurses
Ingénieurs	Engineers
Ingénieurs forestiers	Foresters
Inhalothérapeutes	Respiratory Therapists
Médecins	Physicians
Médecins vétérinaires	Veterinarians
Opticiens d'ordonnances	Opticians
Optométristes	Optometrists
Orthophonistes	Speech Language Pathologists
Audiologistes	Audiologists
Pharmaciens	Pharmacists
Physiothérapeutes	Physiotherapists
Psychologues	Psychologists
Sages-femmes	Midwives
Techniciens dentaires	Dental Technologists
Technologistes médicaux	Medical Laboratory Technologists
Technologues professionnels	Engineering Technologists
Embaumeurs	Funeral Directors Authorized to Perform Embalming
Interprètes agréés	Certified Conference Interpreters
Interprètes agréés	Certified Court Interpreter
Terminologues	Certified Terminologist
Traducteurs	Certified Translator
Travailleurs sociaux	Social Workers
Urbanistes	Urban Planners
Mesureurs de bois	Scalers
Administrateur agréé	Certified Management Consultants
Administrateur agréé	Professional Administrator

Table 2
List of Trades

	Québec Designation ¹	Ontario Designation	Red Seal Designation
1	Électricien / Electrician*	Electrician – construction and maintenance / Électricien – construction et entretien	Construction Electrician / Electricien (construction)
2	Ferblantier / Tinsmith	Sheet metal worker / Tôlier	Sheet metal worker / Ferblantier
3	Frigoriste ou Tuyauteur – spécialité du frigoriste / Refrigeration mechanic or pipe-fitter – specialty of refrigeration	Refrigeration and air conditioning systems mechanic / Mécanicien en systèmes de réfrigération et de climatisation	Refrigeration and air conditioning mechanic / Mécanicien de réfrigération et d'air climatisé
4	Tuyauteur – spécialité du plombier / Pipe-fitter – specialty of plumber	Plumber / Plombier	Plumber / Plombier
5	Tuyauteur – spécialité du poseur d'appareils de chauffage / Pipe-fitter – specialty of the heating systems installer	Steamfitter / Monteur de tuyaux de vapeur	Steamfitter – Pipe-fitter / Monteur d'appareils de chauffage
6	Opérateur de grue automotrice –sceau rouge	Mobile Crane Operator, Branch 1 (red seal)/conducteurs de grues mobiles, cat. 1	Grue automotrice sceau rouge/ Mobile Crane Operator (red seal)
7	Briqueteur-maçon / Bricklayer- mason	Brick and stone mason / Briqueteur-Maçon	Bricklayer / Briqueteur – Maçon
8	Calorifugeur / Insulator	Insulator – (heat and frost) / Poseur ou Poseuse de matériaux isolants**	Not applicable
9	Carreleur / Tile setter	Terrazzo, tile and marble setter / Poseur de carrelage	Carreleur / Tilesetter
10	Charpentier-menuisier / Carpenter-joiner	General carpenter / Charpentier-menuisier général	Carpenter / Charpentier
11	Chaudronnier / Boilermaker	Construction Boilermaker / Chaudronnier de construction	Boilermaker / Chaudronnier
12	Cimentier-applicateur / Cement finisher	Cement mason (includes cement finisher) / Cimentier (y compris le finisseur de béton)**	Not applicable
13	Couvreur / Roofer	Roofer / Couvreur	Roofer / Couvreur
14	Ferrailleur / Reinforcing steel erector	Reinforcing rodworker / Monteur de barres d'armature	Not applicable
15	Mécanicien de chantier / Millwright	Construction Millwright / Mécanicien – monteur de construction	Industrial mechanic (millwright) / Mécanicien industriel (de chantier)
16	Mécanicien de machines lourdes / Heavy equipment mechanic	Heavy duty equipment technician/ Technicien d'équipement lourd	Heavy duty equipment technician/ Mécanicien d'équipement lourd

¹ An Act respecting labour relations, vocational training and workforce management in the construction industry (R.S.Q., CHAPTER R-20)

	Québec Designation ¹	Ontario Designation	Red Seal Designation
17	Mécanicien en protection – incendie ou tuyauteur – spécialité de poseur de gicleurs / Pipe-fitter – specialty of the fire protection mechanic or pipe-fitter – specialty of the sprinkler installer	Sprinkler and fire protection installer / Installateur de systèmes de protection contre les Incendies	Sprinkler system installer / Poseur de gicleurs
18	Monteur d'acier de structure / Structural steel erector	Ironworker /Ferronnier	Not applicable
19	Peintre / Painter	Painter decorator (commercial and residential) / Peintre - décorateur – secteur commercial et résidentiel	Painter and decorator / Peintre et décorateur
20	Plâtrier / Plasterer	Drywall finisher and plasterer/ Jointoyeur et plâtrier	Not applicable
21	Poseur de revêtements souples / Resilient flooring layer	Floor covering installer / Installateur de revêtements de sol	Floor covering installer / Poseur de revêtements souples
22	Poseur de systèmes intérieurs / Interior systems installer	Drywall, acoustic and lathing applicator / Poseur de panneaux muraux secs, de carreaux acoustiques et de lattes	Lather (Interior System Mechanic) / Latteur (spécialiste de systèmes intérieurs)
23	Serrurier de bâtiment / Ornamental ironworker	Ironworker – Ferronnier (Note: Ontario trade is not divided into 2 branches)	Not applicable
24	Monteur mécanicien (vitrier) (code 310) / Setter mechanic (Glazier) (code 310)	Architectural glass and metal technician / Technicien ou technicienne du verre et du métal architecturaux	Glazier / Vitrier
25	Opérateur de pelles mécaniques/Shovel operator	Excavator operator-Branch 2 of Heavy equipment operator/ Conducteur d'équipement lourd: excavatrice**	Not applicable
26	Mécanicien d'ascenseur	Elevating device mechanic – class A (EDM-A)	Not applicable

Notes:

* **Electrician** - The trade of Electrician has two branches in Ontario: Branch 1 (Construction and Maintenance Electricians) and Branch 2 (Domestic and Rural Electrician). An Ontario Electrician-Branch 1 may perform the work of an electrician in Québec. An Ontario Electrician-Branch 2 must fulfil requirements of the Commission de la construction du Québec to work in Québec. In Québec, security systems installation is a specialty included under the trade of Electrician. Québec workers in this specialty are not fully qualified electricians and thus must fulfil other Québec or Ontario requirements to perform the work of an Electrician in Ontario

** The Ontario Ministry of Training, Colleges and Universities issues a Certificate of Apprenticeship to workers who have completed theoretical and practical training for this trade. The Certificate of Apprenticeship is not recognized in Québec under this Agreement.

Appendix to Annex 6.2 Recognition of Certificates in Ontario and Québec

For the purposes of practising one of the trades listed in Table 2 of Annex 6.2, the Parties agree that workers listed in this Annex who are issued certificates in one province will retain that recognition should they move to the other province.

Ontario

For purposes of practising one of the trades listed in this Annex, Ontario, as the host jurisdiction, recognizes, apart from its own certificates, the following certificates issued by the *Commission de la construction du Québec* and the *Ministère de l'Emploi et de la Solidarité Social*, or any Québec regulatory authority mandated for this purpose:

- (a) *Certificat de qualification interprovinciale*¹
- (b) *Certificat de compétence-compagnon*²
- (c) *Certificat de qualification et certificat de qualification professionnelle*³

Upon presentation by a Québec worker of any of the certificates listed above, the relevant Ontario regulatory authority shall, subject to Article 6.5, certify the Québec worker in the same occupation.

Québec

Québec, as the host jurisdiction, recognizes, apart from its own certificates, the following certificates issued by the Ontario Ministry of Training, Colleges and Universities, or any Ontario regulatory authority mandated for this purpose:

- (a) Certificate of Qualification (Red Seal)¹
- (b) Certificate of Qualification⁴
- (c) Certificates issued under the authority of the *Technical Standards and Safety Act, 2000* (Ontario)

Upon presentation by an Ontario worker of any of the certificates listed above, the relevant Québec regulatory authority shall, subject to Article 6.5, certify the Ontario worker in the same occupation.

Notes:

1. The Certificate of Qualification with a Red Seal endorsement is issued to workers who have successfully completed the Red Seal exam to assess knowledge and competencies identified in the National Occupational Analysis.
2. The Québec *Certificat de compétence-compagnon* is issued to a worker who has completed a Québec apprenticeship program and who has passed the Commission de la construction du Québec's qualifying examinations for a given trade or specialty, provided that he/she also supplies a certificate showing that he/she has taken the safety course required under the safety code for the construction industry.
3. The Québec *Certificat de qualification* or *Certificat de qualification professionnelle* is issued to workers who have completed a Québec apprenticeship program and passed the qualification exam given by the *Ministère de l'Emploi et de la Solidarité sociale* for a given specialty or trade.
4. The Ontario Certificate of Qualification is issued to workers who have successfully completed an Ontario apprenticeship program or who can demonstrate they have acquired the skills and experience equivalent to those attained through such a program, and who have met the eligibility requirements, typically involving a provincial qualification exam for a given trade or specialty.

Chapter Seven Financial Services

Article 7.1: Application of General Rules

1. Article 5.4 (Reciprocal Non-discrimination) does not apply to this Chapter.
2. Article 5.3 (Right of Entry and Exit) applies to this Chapter in accordance with Article 7.5.

Article 7.2: Objective

The Parties shall promote an efficient, open, sound and fair financial services sector within the Ontario-Québec region. The Parties agree that:

- (a) an efficient, open sector provides for a wide range of choices for lenders, borrowers, and consumers and allows for timely execution on the best terms of investing and borrowing opportunities, and supports long-term development of innovation in the marketplace.
- (b) a sound sector promotes confidence in the stability of financial service providers individually and collectively which is key to all economic transactions, and especially to enabling the saving, investing, and risk management, which are necessary for economic growth.
- (c) a fair sector provides investors and consumers with adequate information to assess their obligations and risks, promotes market confidence, meets appropriate standards and in the extreme deters some potential causes of market turmoil.

Article 7.3: Scope and Coverage

1. Subject to Article 7.8, this Chapter applies to new regulatory measures adopted by a Party that relate to or impact:
 - (a) financial services;
 - (b) financial institutions of the other Party;
 - (c) investors of the other Party, and investments of such investors, in financial institutions in the Party's territory;
 - (d) cross-border trade in financial services; and
 - (e) the education, experience, licensing, standards or certification of financial services intermediaries licensed in the other Party.
2. This Chapter does not apply to existing measures, including the continuation, amendment or renewal by a Party of an existing measure, to the extent that an amendment does not

lessen the conformity of the measure to the Agreement as the measure existed immediately before the amendment.

Article 7.4: Reciprocal Non-discrimination

1. A Party shall permit a financial institution of another Party to provide any new financial service that the Party permits its own financial institutions, in like circumstances, under its domestic law. A Party may determine the institutional and juridical form through which the service may be provided by a financial institution of another Party and may require authorization for the provision of the service. Where such authorization is required, a decision shall be made within a reasonable time and the authorization may only be refused for reasons identified as legitimate objectives under Article 5.7 (Legitimate Objectives) or Article 7.6.
2. Each Party shall endeavour to promote regulatory systems that provide comparable treatment to financial service providers of the other Party.

Article 7.5: Right of Entry and Exit

In applying Article 5.3, the Parties agree that right of entry for financial service providers of another Party shall be based on compliance with the laws of the Party to which the provider is seeking entry. Nothing in this Agreement shall give a financial services provider an automatic right of entry to provide financial services in the other Party based solely on compliance with the home jurisdiction's laws, unless explicitly provided for in legislation.

Article 7.6: Legitimate Objectives

In addition to the legitimate objectives set out in Article 5.7(2), each Party may maintain and adopt measures deemed appropriate for prudential reasons, such as:

- (a) protecting investors, depositors, financial market participants, policy-holders, policy claimants, or persons to whom a fiduciary duty is owed by a financial institution or cross-border financial service provider;
- (b) maintaining the safety, soundness, integrity or financial responsibility of financial institutions or cross-border financial service providers; and
- (c) ensuring the integrity and stability of a Party's financial system.

Article 7.7: Co-operation and Co-ordination

1. The Parties agree to undertake periodic reviews of legislation in a coordinated timeframe and to share information with the intent to promote harmonized approaches to regulation in the areas set out in paragraph 1 of Annex 7.7 and such other areas as may be agreed by the Financial Services Committee established under Article 7.9.
2. The Parties agree to keep each other apprised of intentions to change regulations or adopt new regulations regarding financial services.

3. The Parties agree to develop work plans as set out in paragraph 2 of Annex 7.7 and on further topics as agreed by the Financial Services Committee.
4. The Parties agree to give policy consideration to the items set out in paragraph 3 of Annex 7.7.
5. Where appropriate, the Financial Services Committee shall take note of policy considerations being raised in domestic, multilateral and international fora.
6. This Article is not subject to the dispute resolution mechanism set out in Chapter 12 (Dispute Resolution).

Article 7.8: Exceptions

This Chapter does not apply to existing and new measures:

- (a) affecting the existence of financial services regulators of the Parties; or
- (b) with respect to the regulation of automobile insurance contracts or rates.

Article 7.9: Establishment of Financial Services Committee

1. The Parties agree to establish an on-going Financial Services Committee that shall:
 - (a) work jointly on periodic legislative and regulation reviews;
 - (b) keep one another informed as to policy changes in respective jurisdictions; and
 - (c) seek to promote harmonized approaches to regulation in the areas set out in Annex 7.7 and in such areas as may be agreed to by the Financial Services Committee.
2. The Financial Services Committee shall be comprised of senior government officials from each Party.
3. Each Party shall provide appropriate resources to the Financial Services Committee and will support the Financial Services Committee with any necessary information.

Article 7.10: Non-Disclosure

Further to Article 5.6 (Non-Disclosure), nothing in this Agreement requires a Party to furnish or allow access to information related to the financial affairs and accounts of individual customers of financial institutions or cross-border financial service providers.

Article 7.11: Dispute Resolution

1. Subject to Article 7.7(6), Chapter 12 (Dispute Resolution) applies, as modified by this Article and Article 7.12, to the resolution of disputes arising under this Chapter.

2. For a dispute arising under this Chapter, Panelists appointed by the Parties or the Secretariat pursuant to Article 12.5 (Establishment of Presiding Body) shall select a chairperson from the financial services experts roster, established under Article 7.12.
3. If Presiding Body members are unable to agree on a chairperson with the required expertise from the roster established under Article 7.12, the Panelists or the Secretariat, as the case may be, may seek and appoint a qualified chairperson from the public at large.
4. In the event that the Party complained against justifies its actions under Article 5.7 or Article 7.6, the Presiding Body is strongly encouraged to seek and to give appropriate weight to an independent assessment about the validity of the justification from an independent, non-biased financial expert with expertise in the subject area at issue.

Article 7.12: Financial Services Experts Roster

1. The Parties shall establish and maintain a roster of up to five (5) individuals who are willing and able to serve as chairpersons for Presiding Bodies established for disputes under this Chapter. Financial services roster members shall be appointed by consensus and may be reappointed.
2. In determining the suitability of roster candidates, the following qualifications shall be taken as proof of financial services expertise or experience:
 - (a) an extensive career in the relevant area of financial services;
 - (b) senior leadership roles in private industry and/or the government ministry/department overseeing financial services (that is, the Ministry of Finance in Ontario and the *Ministère des Finances* in Québec) and/or a relevant financial services regulatory body; or
 - (c) an extensive background in corporate, administrative and/or financial services regulatory law.
3. In addition to having expertise or experience in financial services regulation, financial services roster members shall:
 - (a) be chosen strictly on the basis of objectivity, reliability and sound judgment; and
 - (b) meet the qualifications set out in Chapter 12.

Article 7.13: Definitions

In this Chapter:

Bank for International Settlements means the international organization which was established to foster international monetary and financial cooperation and which serves as a bank for central banks;

Financial service means any service or product of a financial nature that is subject to, or governed by, a measure adopted or maintained by a Party or by a public body that exercises regulatory or supervisory authority delegated by law and includes, but is not limited to:

- (a) deposit-taking;
- (b) loan and investment services;
- (c) insurance;
- (d) estate, trust and agency services;
- (e) funds management;
- (f) securities;
- (g) derivatives; and
- (h) all forms of financial or market intermediation including, but not limited to, the distribution of financial products;

Financial institution means any financial intermediary or other enterprise that is authorized to do business and regulated or supervised as a financial institution under the laws of the Party in whose territory it is located and includes but is not limited to:

- (a) a loan or trust corporation;
- (b) an insurer;
- (c) a credit union or *caisse populaire*; and
- (d) an entity primarily engaged in dealing in securities, including portfolio management and investment counselling;

Financial Services Committee means the committee established under Article 7.9 of this Chapter;

Financial Services Provider means a person that is engaged in the business of providing a financial service and includes financial institutions; and

Presiding Body means, as the case may be, a Panel, Compliance Panel or Appellate Panel as set out in Article 12.20 (Definitions).

Annex 7.7
Cooperation and Co-ordination Items

1. The Parties agree to undertake periodic reviews of legislation in a coordinated timeframe and to share information with an intent to promote harmonized approaches to regulation in the following areas:
 - (a) derivatives;
 - (b) credit unions;
 - (c) mortgage brokers;
 - (d) insurance; and
 - (e) securities.

2. The Parties agree to develop, within twenty-four (24) months from the entry into force of the Agreement, work plans regarding:
 - (a) collaboration on financial and consumer literacy initiatives targeted at the general public and financial services professionals;
 - (b) the harmonisation of credit union regulation in several areas, including group models of capital adequacy regulation based on Bank for International Settlements' rules and pledging;
 - (c) a draft reciprocal agreement that would allow Québec *caisses populaires* and *fédérations* and Ontario credit unions and leagues to do business in either province;
 - (d) mortgage broker errors and omissions insurance standards and broker and agent education requirements;
 - (e) insurance distribution regulation, including the harmonisation of education requirements for insurance agents;
 - (f) the harmonisation of classes of insurance;
 - (g) insurance business powers concerning deposit-taking;
 - (h) the development of a common approach to derivatives regulation, with full regard for collaboration with the other Canadian provinces.

3. The Parties agree to give policy consideration to:
 - (a) Ontario providing a public commitment not to, at this time, extend its approach to loan and trust corporations to the insurance sector; and

- (b) the federal government's proposal to establish cooperative banks.

Chapter Eight Transportation

Article 8.1: Objective

The objective of this Chapter is to enhance the competitiveness and sustainability of the Ontario-Québec economic region by:

- (a) improving the movement of people and goods by reducing or otherwise reconciling regulations and standards related to transportation services;
- (b) enhancing transportation safety, security and environmental protection by fostering the use of innovative technologies; and
- (c) facilitating ongoing cooperation between the Parties in order to streamline transportation related operations between the Parties and to ensure new barriers to trade do not arise.

Article 8.2: Scope and Coverage

1. Subject to Article 8.5, this Chapter applies to measures of a Party that relate to the movement of people and goods.
2. The Parties shall, as applicable, take the necessary steps to assist in ensuring compliance by their respective regional, local, district and other forms of municipal government with the measures listed in the annexes to this Chapter. The Ministry of Transportation for Ontario and the *Ministère des Transports du Québec* shall, as applicable, consult with their respective forms of municipal government prior to taking such steps.

Article 8.3: Reconciliation

1. The Parties shall continue to reconcile the measures listed in Annex 1408.1 (Reconciliation) of the *Agreement on Internal Trade* that are outstanding and set out in paragraph 1 of Annex 8.3.
2. The Parties agree to reconcile, in addition to the measures set out in paragraph 1, the measures set out in paragraph 2 of Annex 8.3.
3. The Parties agree that Québec will assess the possibility of reconciling the exempted measures set out in Annex 1410.1 (Listed Measures) of the *Agreement on Internal Trade* that are set out in paragraph 3 of Annex 8.3.

Article 8.4: Cooperation

The Parties agree to work closely in relation to the measures of mutual interest set out in Annex 8.4 to share related information and best practices on a regular basis, and to pursue common objectives through joint initiatives.

Article 8.5: Exemptions

This Agreement does not apply to:

- (a) an existing measure maintained by a Party and set out in Annex 8.5; and
- (b) an amendment to a measure referred to in paragraph (a), to the extent that the amendment does not add to the restrictions imposed by the measure as it existed immediately before the amendment.

Article 8.6: Transportation Coordination Committee

1. The Parties agree to establish a Transportation Coordination Committee having as members the Deputy Ministers responsible for Transportation in Ontario and Québec, and any other persons designated by the Deputy Ministers.
2. The Transportation Coordination Committee shall:
 - (a) monitor and facilitate the implementation of this Chapter;
 - (b) consider and discuss matters relating to the implementation, operation and further elaboration, including any amendment of this Chapter;
 - (c) ensure that any necessary consultation, pursuant to Article 8.2(2), is carried out;
 - (d) serve as a forum for the exchange of views of the Parties on the implications of proposed measures and for developing a consensus on common approaches to trade-related issues or other issues to which this Chapter applies;
 - (e) facilitate the sharing of information and best practices between the Parties;
 - (f) explore new opportunities for cooperation and joint research;
 - (g) involve, as appropriate, other government and non-governmental entities in the implementation of the Chapter;
 - (h) provide the Ministers responsible for Transportation in Ontario and Québec with necessary support for their annual meeting pursuant to Article 8.8;
 - (i) establish, through the co-chairs, any committees, working groups or expert groups that it considers necessary or advisable to fulfill the intent of this Chapter; and
 - (j) delegate any of its duties or responsibilities under this Chapter to committees established by the co-chairs.
3. The Deputy Ministers responsible for Transportation in Ontario and Québec shall be the co-chairs of the Transportation Coordination Committee.

4. The Transportation Coordination Committee shall meet once a year, or more frequently at the request of the co-chairs.

Article 8.7: Annual Meeting of Parties and Key Stakeholders

The Parties agree to review issues annually with key stakeholders using their existing meeting process and consider further opportunities for reconciliation and cooperation on regulations and standards. Each Party may send a representative to attend the other Party's meetings with key stakeholders.

Article 8.8: Annual Meeting of Ministers

The Parties agree to hold a meeting once a year between the Ministers responsible for Transportation in Ontario and Québec to review this Chapter and the 2006 *Agreement Concerning Transportation Cooperation between the Government of Ontario and the Government of Québec*, and to discuss issues of mutual interest.

Article 8.9: Definition

In this Chapter:

Transportation Coordination Committee means the Transportation Coordination Committee described in Article 8.6(1).

Article 8.10: Relationship to Other Agreements

In the event of any inconsistency between this Agreement and the 2000 *Ontario-Québec Vehicle, Vehicle Weights and Dimensions Harmonization Agreement* or the 2006 *Agreement Concerning Transportation Cooperation between the Government of Ontario and the Government of Québec*, or both, this Agreement shall prevail to the extent of the inconsistency.

Annex 8.3
Measures for Reconciliation

1. *Agreement on Internal Trade* – Outstanding Measures

(a) Vehicle Weights and Dimensions

The Parties reiterate their commitments under the 1988 *Memorandum of Understanding Respecting Federal-Provincial-Territorial Agreement on Vehicle Weights and Dimensions*, as amended in 1991, 1994, 1997, 2004 and 2008. In compliance with the objectives and principles of this Agreement, the Parties shall continue to amend it as deemed necessary by the Task Force on Vehicle Weights and Dimensions of the Council of Deputy Ministers Responsible for Transportation and Highway Safety.

(b) Motor Carrier Safety Standards

The Parties agree to continue, as part of their participation as members of the Canadian Council of Motor Transport Administrators, updating and reconciling the standards from the *National Safety Code for Motor Carriers* which was implemented pursuant to the *Agreement on Internal Trade*.

(c) Memorandum of Understanding on Regulatory Review

Pursuant to paragraph 8 of Annex 1408.1 (Reconciliation) of the *Agreement on Internal Trade*, the Parties affirm their commitments to the guiding principles of regulatory policy and the criteria and process for regulatory review embodied in the *Memorandum of Understanding to Review Regulations Affecting Transportation*, and will continue to bring the process envisaged by that memorandum of understanding into operation.

1. New Measures

(a) School Buses

The Parties agree, as of December 31, 2010, to reconcile their regulations respecting school buses consistent with current Canadian Standards Association school buses D250 standard. Thereafter, the Parties agree to review amended or new versions, or both, of any D250 standard and assess whether their regulations should be reconciled with such standard.

(b) Speed Limiters

Limiting the speed of commercial vehicles prevents collisions, reduces greenhouse gas emissions, helps protect our environment and keeps communities and families safer. The Parties have reconciled their regulations as of January 1, 2009. In addition, the Parties agree to conduct an awareness campaign for the use of speed limiters in both provinces and fully implement enforcement measures by July 1, 2009.

(c) Single Wide Tires

The Parties agree to continue reconciling their measures concerning allowable axle-weights for the use of energy efficient single wide tires on the most common truck configurations.

(d) Long Combination Vehicles Programs

Ontario agrees to develop a program to permit the use of energy efficient long combination vehicles under carefully controlled requirements. The Parties agree to work together to reconcile their programs to the greatest extent possible. The Parties agree that respective Deputy Ministers of Transportation, as co-chairs of the Transportation Coordination Committee (as described in Article 8.6), shall sign a letter of intent describing the specific elements of their programs. The Parties agree to provide the Transportation Coordination Committee with annual status updates.

(e) Vehicle Weights and Dimensions

The Parties agree to further reconcile vehicle weights and dimensions regulations between themselves in order to enhance efficiency. This work will build upon the *Agreement on Internal Trade* (as further described in paragraph 1 of this Annex, the 2000 *Ontario-Québec Agreement on Vehicle Weights and Dimensions*, and the 2006 *Agreement Concerning Transportation Cooperation between the Government of Ontario and the Government of Québec*. The Parties agree to develop a work plan for the implementation of this commitment, and to provide the Transportation Coordination Committee with annual status updates.

(f) Streamline the Operation of Transportation Services

The Parties agree to reduce unnecessary technical and economic barriers to trade related to the operation of transportation services through greater reconciliation of regulations and operations with a view to creating an even playing field for operators and shippers. This work builds on the 2006 *Agreement Concerning Transportation Cooperation between the Government of Ontario and the Government of Québec* and the spirit of the *Agreement on Internal Trade*. The Parties agree to develop a work plan for the implementation of this commitment and to provide the Transportation Coordination Committee with annual status updates.

3. Further Reconciliation - Québec Measures Previously Exempted from the *Agreement on Internal Trade*

(a) Transport of People by Bus

The Parties agree to work closely to better understand and assess each other's inspection processes. The Parties also agree, within one year of entry into force of this Agreement, to report back to the Transportation Coordination Committee with a status update of their assessment. Subject to the above assessment and to reconcile its measures, Québec agrees to eliminate, within two years of entry into force of this Agreement, the requirement for a permit holder from Ontario to maintain a business place in Québec (*Transport Act* (R.S.Q., c. T-12) and the *Bus Transport Regulation* ([T-12, r. 21.2]; O.C. 191-86, (1987) 119 *G.O.* 2, 24)).

(b) Transport of Passengers by Water

Québec agrees to assess the possibility of eliminating its requirement for a permit holder from Ontario to maintain a domicile or an establishment in Québec (*Transport Act* (R.S.Q., c. T-12)). Québec also agrees, within one year of entry into force of this Agreement, to report back to the Transportation Coordination Committee with a status update of its assessment. Subject to the above assessment, Québec agrees to reconcile its measure within two years of entry into force of this Agreement.

Annex 8.4 Cooperation Measures

1. High Speed Rail

The Parties agree to update feasibility studies, in collaboration with the federal government, that examine the costs and benefits of a high-speed rail link between Québec City and Windsor. The update of the feasibility studies is targeted for late 2009.

2. Continental Gateway

The Parties agree to continue working with the federal government and other public and private sector partners to develop a strategy for an effective multimodal integrated transportation system that supports international and inter-provincial trade development by facilitating the movement of people and goods in the Ontario-Québec Continental Gateway and Trade Corridor. This work builds upon the *2006 Agreement Concerning Transportation Cooperation between the Government of Ontario and the Government of Québec*. The release of the strategy is targeted for late 2009.

3. Travel Information Systems

The Parties agree to work towards aligning travel information systems between themselves that will provide motorists and road users with traffic information and travel related conditions and activities that affect travel time, reliability and safety, as well as available services. This work will build upon the *2006 Agreement Concerning Transportation Cooperation between the Government of Ontario and the Government of Québec*. The Parties agree to develop a work plan for the implementation of this measure and to provide the Transportation Coordination Committee with annual status updates.

4. Emergency Response Coordination

The Parties agree to improve the coordination of joint incident response and assistance in areas such as border areas, public transit and emergency situations and share best practices as appropriate. The Parties agree to develop a work plan for the implementation of this measure and to provide the Transportation Coordination Committee with annual status updates.

5. Accessibility for Transit and Motor Coaches

The Parties agree to share best practices in the areas of public transit vehicles and related infrastructure and motor coaches accessibility that could provide persons with disabilities access to more opportunities and greater independence. The Parties agree to develop a work plan for the implementation of this measure and to provide the Transportation Coordination Committee with annual status updates.

Annex 8.5
Exempted Measures

1. Québec

(a) Transportation of People

Bus Transport Regulation ([T-12, r. 21.2]; O.C. 1991-86, (1987) 119 *G.O.* 2, 24), relating to the public interest criteria for entry; *Regulation respecting the transport of passengers by water* ([T-12, r. 21.01]; O.C. 147-98, (1998) 130 *G.O.* 2, 1205), relating to the issuance of a permit if a real and urgent necessity for an additional service is established; *An Act respecting transportation services by taxi* (R.S.Q., c. S-6.01), relating to the obligation to notify the “Commission des transports” before transferring any taxi owner’s permit; *Taxi Transportation Regulation* ([S-6.01, r. 2]; O.C. 690-2002, (2002) 134 *G.O.* 2, 2602), relating to the public interest criteria for entry and to the limit of twenty (20) taxi permits per person; *An Act respecting intermunicipal boards of transport in the area of Montréal* (R.S.Q., c. C-60.1), relating to the possibility to make a public-transport-service contract without calling for tenders; *Transport Act* (R.S.Q., c. T-12), relating to the possibility for a local municipality to make a public-transport-service contract without calling for tenders; *Education Act* (R.S.Q., c. I-13.3) and *Regulation respecting student transportation* ([I-13.3, r.12]; O.C. 647-91, (1991) 123 *G.O.* 2, 1699), relating to the authorisation to negotiate a student-transportation contract without calling for tenders.

(b) Transportation of Goods

Regulation respecting the brokerage of bulk trucking services ([T-12, r. 3.3]; O.C. 1483-99, (1999) 131 *G.O.* 2, 5079), relating to brokerage services; *Regulation respecting forest transport contracts* ([T-12, r. 3.1.1]; O.C. 708-2000, (2000) 132 *G.O.* 2, 2787), relating to carrier contracts.

2. Ontario

(a) Public Vehicles

Public Vehicles Act, R.S.O., c .P. 54, Sections 5, 6, 6.1, 7 and 8, relating to the public necessity and convenience test for the issuance and transfer of a public vehicle operating license.

(b) Taxicabs, Liveries and Buses

Provisions of by-laws of local, regional, district and other forms of municipal governments within the province relating to the entry, service and local presence requirements for taxicabs, liveries and buses operating within the local, regional, district or municipal areas.

Chapter Nine Public Procurement

Article 9.1: Objectives

1. The objectives of this Chapter are to:
 - (a) establish a framework that will ensure equal access to procurement by all Ontario and Québec suppliers in order to contribute to a reduction in purchasing costs and the development of a strong economy in a context of transparency and efficiency; and
 - (b) foster a climate of collaboration in public procurement in order to respond to public demand for governments to be environmentally, economically and socially responsible.
2. The provisions of this Chapter shall not be interpreted as granting any rights, creating any obligations or conferring any benefits to governments, government entities, suppliers, enterprises, persons, products, services or investments that are not of a Party.
3. Unless otherwise provided, reference in this Chapter to an article, paragraph, section or annex of the *Agreement on Internal Trade* shall be construed as a reference to that article, paragraph, section or annex as it may be modified or amended, or to any restated or successor provision of comparable effect.

Article 9.2: Application of General Rules

1. Article 5.4 (Reciprocal Non-discrimination) does not apply to this Chapter.
2. For the purposes of Article 9.4, a reference in Article 504 (Reciprocal Non-discrimination) of the *Agreement on Internal Trade* to Article 404 (Legitimate Objectives) of that Agreement shall be construed as a reference to Article 5.7 (Legitimate Objectives) of this Agreement and a reference in Article 5.7 to Article 5.4 shall be construed as a reference to Article 504 of the *Agreement on Internal Trade*.

Article 9.3: Scope and Coverage

1. This Chapter applies to entities covered by the *Agreement on Internal Trade* under:
 - (a) Annex 502.1A (Government Entities Covered by Chapter 5);
 - (b) Annex 502.3 (Procurement – Provisions for Entities of a Commercial or Industrial Nature or Those Which Have Been Granted Exclusive Rights by a Party); and
 - (c) Annex 502.4 (Procurement – Provisions for municipalities, municipal organizations, school boards and publicly-funded academic, health and social service entities), also referred to in this Chapter as MASH entities.

2. With respect to the entities covered in paragraph 1(a), this Chapter applies to measures relating to procurements within Ontario and Québec of a value of:
 - (a) \$25,000 or greater, in cases where the largest portion of the procurement is for goods;
 - (b) \$100,000 or greater, in cases where the largest portion of the procurement is for services, except those services excluded by Annex 502.1B (Services Covered by Chapter Five) of the *Agreement on Internal Trade*; or
 - (c) \$100,000 or greater, in cases where the procurement is for construction.
3. With respect to the entities covered in paragraph 1(b), this chapter applies to measures relating to procurements within Ontario and Québec of a value of:
 - (a) \$500,000 or greater, in cases where the procurement is for goods and services; or
 - (b) \$5,000,000 or more in cases where the procurement is for construction.
4. With respect to entities covered in paragraph 1(c), this Chapter applies to measures relating to procurements within Ontario and Québec of a value of:
 - (a) \$100,000 or greater, where the procurement is for goods and services; or
 - (b) \$100,000 or greater, in cases where the procurement is for construction.
5. Notwithstanding Article 518 (Definitions) and Annex 502.1B of the *Agreement on Internal Trade*, procurement of advertising and public relations services are covered under paragraphs 2(b) and 4(a).
6. Entities excluded from the obligations of this Chapter shall be the same as those covered under Annex 502.2A (Government Entities Excluded from Chapter Five) of the *Agreement on Internal Trade*.
7. The Parties shall not direct any entity covered by Annex 502.2B (Government Entities Covered by Non-Intervention Commitment) of the *Agreement on Internal Trade* to discriminate against the goods, services or suppliers of goods or services of the other Party, including those related to construction.
8. The Parties agree that an amendment to the value threshold of procurements made under the *Agreement on Internal Trade* shall be incorporated automatically into this Chapter, where appropriate. The Procurement Coordinating Committee shall communicate such changes to the Ministers responsible for this Chapter and to the Secretariat.

Article 9.4: Applicable Rules

1. The following rules and procedures respecting procurements under the *Agreement on Internal Trade* are incorporated into and made a part of this Chapter:

- (a) Article 503 (Extent of Obligations);
 - (b) With respect to entities covered in paragraph 9.3(1)(a):
 - (i) Subject to Article 9.2 (2), Article 504 (Reciprocal Non-Discrimination);
 - (ii) Article 505 (Valuation of Procurement);
 - (iii) Article 506 (Procedures for Procurement);
 - (iv) Article 507 (Non-Application);
 - (v) Article 508 (Regional and Economic Development);
 - (vi) Article 509 (Language);
 - (vii) Article 510 (Confidentiality);
 - (viii) Article 515 (Relationship to Other Agreements);
 - (ix) Article 517 (Treatment of Excluded Entities); and
 - (x) Article 518 (Definitions);
 - (c) With respect to entities covered in paragraph 9.3(1)(b), Sections A(3) and B, except for references to Articles 1600 (Committee on Internal Trade), 1603.4 (Secretariat) and 1811 (Accession and Withdrawal), through E, and G of Annex 502.3 of the *Agreement on Internal Trade*; and
 - (d) With respect to entities covered in paragraph 9.3.1(c), Sections B, except for references to Articles 1600, 1603.4, 1811 and 1813 (Rules of Interpretation), C(1), D through L, N, O, Q(1), R(4) and S of Annex 502.4 of the *Agreement on Internal Trade*.
2. In this Chapter:
- (a) **Financial service** has the same meaning as that set out in Article 7.13 (Definitions);
 - (b) **Good of a Party** has the same meaning as that set out in Article 200 (Definitions) of the *Agreement on Internal Trade*
 - (c) **Service of a Party** has the same meaning as that set out in Article 200 of the *Agreement on Internal Trade*; and
 - (d) **Person of a Party** has the same meaning as that set out in Article 200 of the *Agreement on Internal Trade*.

Article 9.5: Procedures for Procurement

1. The Parties recognize the importance for vendors to be able to easily access the tender notices of all entities covered by this Chapter. To achieve this objective, the Parties undertake:
 - (a) to designate an electronic tendering system that covered entities can use to post tendering notices; and
 - (b) to participate in the Reciprocal Notice Exchange System developed by the Government of Alberta, or any other similar system agreed to by the Parties.
2. Ontario agrees to implement paragraph 1(a) within three (3) months of the coming into force of the Agreement and to:
 - (a) use all the means at its disposal to encourage covered entities to use the designated electronic tendering system to publish their tender notices within two years of the entry into force of the Agreement;
 - (b) examine the results achieved and consider whether any further actions are required to ensure covered entities use the designated electronic tendering system; and
 - (c) update Québec on the implementation of paragraph 1(a) within two years of the coming into force of the Agreement.
3. With respect to paragraph 1(b), Ontario agrees to begin forwarding all tender notices of all covered entities that are posted on the designated electronic tendering system to the Reciprocal Notice Exchange System no later than six (6) months of the coming into force of the Agreement.
4. Tender notices shall indicate that the procurement is subject to this Agreement.

Article 9.6: Reporting and Information Sharing

1. For procurements pursuant to Article 9.3(5) by entities covered by Article 9.3(1)(a), the Parties shall present annually a report that contains:
 - (a) The number and aggregate values of the procurements awarded that equal or exceed the threshold value specified in Article 9.3(2)(b); and
 - (b) Information conforming to the requirements of paragraph 3 of Article 511 (Information and Reporting) of the *Agreement on Internal Trade*.
2. Statistics for the purposes of paragraph 1 shall be collected on the basis of the fiscal year.
3. Where, in the context of a procurement by the other Party, a Party considers that its rights under this Chapter may have been adversely affected, that Party may request, with the

intent of avoiding a dispute, any relevant information concerning that procurement from the procuring Party. On receipt of such a request, the procuring Party shall promptly provide such information.

Article 9.7: Ministers Responsible

1. The Parties designate the following Ministers as responsible for this Chapter:
 - (a) for Ontario, the Minister of Government Services; and
 - (b) for Québec, the Chair of the *Conseil du trésor*.
2. Ministers shall:
 - (a) provide overall management and oversight of this Chapter;
 - (b) consult respecting improvements to this Chapter; and
 - (c) receive reports, as required, from the Procurement Coordinating Committee.
3. Ministers may, subject to the endorsement of the Ministerial Council, make modifications to the Chapter.

Article 9.8: Procurement Coordinating Committee

1. The Parties agree to establish a Procurement Coordinating Committee. Within thirty (30) days of the entry into force of this Agreement, each Party shall appoint two (2) officials to serve on the Procurement Coordinating Committee.
2. The Procurement Coordinating Committee may call on experts in the fields covered by this Chapter, as required.
3. The Procurement Coordinating Committee shall:
 - (a) meet as required;
 - (b) monitor implementation of this Chapter;
 - (c) provide recommendations to Ministers responsible for the Chapter to improve this Chapter where necessary, including modifications to the text of this Chapter;
 - (d) work collaboratively on issues of common interest such as economic development, the environment and sustainable development;
 - (e) collaborate on other matters relevant to this Chapter or the opening of public procurement; and
 - (f) report to and carry out other duties as required by the Ministers responsible for this Chapter.

4. In addition, the Procurement Coordinating Committee shall:
 - (a) identify any modification made to the *Agreement on Internal Trade* that applies to public procurement, and, where appropriate;
 - (b) import it into and make it part of this Chapter; and
 - (c) inform the Ministers responsible for this Chapter of the changes made.

Article 9.9: Contact Point

The Contact Point established under Article 512 (Contact Point) of the *Agreement on Internal Trade* shall be the Contact Point for the purposes of this Chapter.

Article 9.10: Complaint Procedure: Government Entities and MASH Entities

1. For the purposes of this Article, “supplier” means a supplier from a Province other than the Province of the purchasing entity.
2. This Article applies to entities covered under Article 9.3(1)(a) and (c).
3. Where, in respect of a specific procurement, a supplier has had recourse to the complaint or dispute settlement procedures under another procurement agreement, it may not utilize the complaint procedures of this Chapter for that specific procurement.
4. An aggrieved supplier shall communicate its concerns or complaints in writing to the procuring entity.
5. If a satisfactory solution is not found, the supplier may make a written request to the Contact Point of the Province where the supplier is located to seek resolution to the complaint.
6. Where the Contact Point decides to make representations on the supplier’s behalf, it shall approach the Contact Point of the Province of the purchasing entity and both Contact Points shall consult with a view to resolving the matter. Where the Contact Point decides not to do so, it shall provide a notice to the supplier.
7. In cases where the Parties are unable to resolve a complaint, the complaining Party may request that the issue be referred to a Panel of Experts.
8. A Panel of Experts shall comprise three (3) members or constituted in any other manner deemed acceptable by the Parties. The Panel’s mandate shall be determined by the complaining Party and conveyed to the Panel in writing.
9. The Panel of Experts shall act expeditiously in assessing the complaint and shall report to the Parties. On receipt of the Report, the Parties shall seek to reach a mutually acceptable resolution, taking into account the recommendations of the Report.

10. The Panel of Experts shall keep confidential all information obtained by it within its mandate, in accordance with Article 9.4 (1)(b)(vii) or Section O of Annex 502.4 of the *Agreement on Internal Trade*, whichever is applicable to the specific entity responsible for the procurement.
11. If the procedure set out in paragraphs 8 and 9 fails to result in a resolution of the complaint, the complaining Party may suspend equivalent benefits granted under this Chapter to the non-complying Party and to the suppliers in the territory of the non-complying Party until such time as a mutually satisfactory solution is reached.
12. The non-complying Party may request the Panel of Experts to determine whether the suspension of benefits by the complaining Party under paragraph 11 is manifestly excessive. If the Panel of Experts acknowledges that the suspension of benefits is manifestly excessive, it shall determine the equivalent benefits that the complaining Party shall be allowed to suspend until such time as a mutually satisfactory solution is reached.
13. Each Party shall be responsible for the fees and expenses it incurs with respect to a complaint. The fees and expenses of the Panel of Experts shall be shared equally between the two Parties. The official Points of Contact of the Parties shall provide administrative and research support to the Panel of Experts and shall maintain the necessary records.
14. The complaint mechanism under this Article shall not cause delay in the awarding of a contract by an entity. However, the Parties and the entity responsible for the procurement must act to resolve the complaint as quickly as possible so as to avoid, or limit to the extent possible, impacts on the suppliers.

Article 9.11: Complaint Procedure: Entities of a Commercial or Industrial Nature

1. This Article applies to entities covered under Article 9.3(1)(b).
2. Each entity covered by this Article shall establish a complaint process which provides equal treatment to suppliers from Ontario and Québec and shall provide a written description thereof to any Ontario or Québec supplier requesting same.
3. If a supplier from a Province other than the Province of the purchasing entity, after completing the complaint process of an entity, continues to believe that the entity has not adhered to the provisions of this Chapter, the supplier may register a complaint with the Contact Point in the Province where the supplier is located. If a Party has received recurring complaints from suppliers about a specific covered entity in another Province regarding its failure to adhere to the provisions of this Chapter or if a Party agrees that there is merit in an individual supplier's complaint against a covered entity, that Party shall inform the Party responsible for that entity. Both Parties shall make every effort to work with affected suppliers and entities so that entities do adhere to this Chapter.
4. The complaints process shall not cause delay in the awarding of a contract by an entity.

Article 9.12: Relationship to Other Agreements

1. The Parties affirm their rights and obligations with respect to each other with regard to procurement under the *Agreement on Internal Trade*, amendments to that agreement and its succeeding agreements.
2. This Chapter replaces the *Agreement on the Opening of Public Procurement for Québec and Ontario*, which entered into force on September 1, 1994 and as amended May 30, 1996.

Article 9.13: Dispute Settlement

1. Chapter 12 (Dispute Resolution) does not apply to a complaint initiated under Articles 9.10 or 9.11.
2. Subject to paragraph 1, Chapter 12 applies to procurement measures by entities covered by Article 9.3(1)(a).
3. A Party may not institute a dispute under Chapter 12 with respect to Article 9.4(1)(a).

Chapter Ten Agriculture and Food Goods

Article 10.1: Objectives

1. This Chapter is to facilitate bilateral trade in agriculture and food goods and strengthen economic ties between Ontario and Québec in order to improve the competitive position of their respective provincial agriculture and food processing sectors.
2. The Parties recognize the benefit of enhanced bilateral collaboration and cooperation aimed at developing and promoting common positions on priority issues relating to agriculture and agri-food policy.
3. The Parties share a commitment to preserve and enhance supply management and orderly marketing as priority policy instruments within the Ontario-Québec economic region.
4. The Parties share a common interest in advocating in support of supply management and orderly marketing at the national level and supply management at the international level.
5. The Parties recognize the mutual benefit in considering regional solutions and responses to challenges facing their respective agriculture and food processing sectors.
6. The Parties acknowledge the importance of working together towards food production and processing sectors that are innovative, competitive, sustainable and responsive to consumer interests concerning food good quality, safety, diversity, integrity and authenticity relating to origin, composition and production processes.
7. The Parties are committed to fostering greater collaboration between the representatives of their provincial agriculture and food processing sectors.

Article 10.2: Scope and Coverage

1. Subject to this chapter, this Agreement applies to all measures adopted or maintained by a Party relating to agriculture and food goods.
2. In the event of an inconsistency between a provision of this Chapter and any other provision of this Agreement, this Chapter prevails to the extent of the inconsistency.
3. Chapter 12 (Dispute Resolution) applies only to technical measures affecting inter-provincial trade in agriculture and food goods adopted by a Party after this Agreement enters into force.
4. For greater certainty, Chapter 12 does not apply to, nor shall any provision in this Agreement in any manner be used to challenge or invalidate, any measure adopted or maintained after this Agreement comes into force pursuant to:

- (a) the Ontario *Farm Products Marketing Act* (R.S.O., c. F.9) or the *Commodity Boards and Marketing Agencies Act* (R.S.O., c. C.19); or
- (b) the Québec *Act Respecting the Marketing of Agricultural, Food and Fish Products* (R.S.Q., c. M-35.1);

including any subsequent versions or replacements of the Acts specified in paragraphs (a) and (b).

- 5. No Party shall amend or renew a technical measure in existence prior to this Agreement coming into force, in a manner that would decrease the conformity of that measure with this Agreement.
- 6. In keeping with the rights and obligations identified in paragraph 4 of Article 3.5 (Transparency), the Parties confirm the right to omit regulatory transparency requirements in paragraphs 2 and 3 of Article 3.5 in instances where a Party considers it necessary to address an urgent problem.
- 7. Further to the legitimate objectives identified in paragraph 2 of Article 5.7 (Legitimate Objectives), any measure aimed at:
 - (a) providing consumer information pertaining to the nature, origin, composition or production process of an agriculture or food good or any other essential product characteristic; or
 - (b) protecting consumers against deception, fraud and unsubstantiated product claims; or
 - (c) ensuring the integrity or authenticity of an agriculture or food product;

is deemed a legitimate objective that can be implemented, in particular, by adopting or maintaining measures relating to product name, composition or labeling of an agriculture or food good.

Article 10.3: Commitment to Enhanced Collaboration

- 1. The Parties commit to enhanced bilateral collaboration aimed at promoting and developing common positions on priority issues of agriculture and agri-food policy.
- 2. The Parties commit to seek regional solutions and responses to agriculture and food processing sector challenges.
- 3. The Parties recognize that efforts towards greater economic integration will be ongoing. Potential initiatives warranting further collaboration are set out in Annex 10.3.

Article 10.4: Ministerial Forum

1. In order to realize the objectives set out in Article 10.3, the Parties agree to establish a Ministerial Forum co-chaired by the Minister responsible for agriculture and food of each Party.
2. The Ministerial Forum:
 - (a) shall convene annually in regular session and be hosted successively by each Party;
 - (b) may convene in special session at any time at the agreement of both Parties; and
 - (c) shall hold an inaugural session within six (6) months after the Agreement comes into force.
3. Each Party shall establish an Agriculture and Food Secretariat, comprised of a representative from each Party, to oversee the planning, preparation and administration of the ongoing work of the Ministerial Forum.
4. The Agriculture and Food Secretariat shall annually develop recommendations for consideration by the Ministerial Forum concerning items for inclusion on an action plan. The process for identifying potential action plan items will provide stakeholder groups with an opportunity for input as each Party deems appropriate.
5. The Ministerial Forum shall consider the recommendations of the Agriculture and Food Secretariat and establish an annual action plan aimed at achieving the objectives articulated in Article 10.3.
6. The Ministerial Forum shall establish bilateral *ad hoc* working groups as required, to be overseen by the Agriculture and Food Secretariat, to facilitate progress on the items identified on the action plan. The *ad hoc* working groups shall include agriculture producer and food processing sector representatives from each jurisdiction as the issue under consideration warrants.
7. In implementing this Chapter and carrying out the action plan of the Ministerial Forum, both Parties agree to work with their respective agriculture producer and food processing sector representatives as each Party deems appropriate.

Article 10.5: Dispute Resolution

Any dispute involving technical measures affecting interprovincial trade in agriculture and food goods shall first be submitted to the Ministerial Forum for consideration and resolution and engage the collaborative process identified in Article 10.4, before resorting to Chapter 12.

Article 10.6: Definitions

Agriculture and Food Secretariat means the Agriculture and Food Secretariat established pursuant to Article 10.4;

Agriculture good means:

- (a) an animal, a plant or an animal or plant product; or
- (b) a product, including any food or drink, wholly or partly derived from an animal or a plant;

but does not include fish or fish products or alcoholic beverages;

Food good means any article manufactured, sold or represented for use as food or drink for humans, chewing gum, and any ingredient that may be mixed with food for any purpose whatsoever, but does not include fish or fish products or alcoholic beverages;

Conformity assessment procedure means a procedure used, directly or indirectly, to determine that relevant requirements in technical regulations or standards are fulfilled. Conformity assessment procedures include, *inter alia*, procedures for sampling, testing and inspection; evaluation, verification and assurance of conformity; registration, accreditation and approval as well as their combinations;

Ministerial Forum means the Ministerial Forum established pursuant to Article 10.4;

Party means, for the purposes of this Chapter, the signatory government and relevant ministry or department, and does not extend to a governmental body or a non-governmental body such as a provincial marketing board that exercises authority delegated by law;

Provincial marketing board means a producer board or agency authorized under the law of the province to exercise powers of regulation in relation to the marketing of any agriculture or food good locally within the province;

Sanitary and phytosanitary measure means a measure applied to:

- (a) protect animal or plant life or health within the territory of the Party from risks arising from the entry, establishment or spread of pests, diseases, disease-carrying organisms or disease-causing organisms;
- (b) protect human or animal life or health within the territory of the Party from risks arising from additives, contaminants, toxins or disease-causing organisms in food goods or feedstuffs;
- (c) protect human life or health within the territory of the Party from risks arising from diseases carried by animals, plants or products thereof, or from the entry, establishment or spread of pests;

- (d) prevent or limit other damage within the territory of the Party from the entry, establishment or spread of pests; and
- (e) includes, *inter alia*, end product criteria; processes and production methods; testing, inspection, certification and approval procedures; quarantine treatments including relevant requirements associated with the transport of animals or plants, or with the materials necessary for their survival during transport; provisions on relevant statistical methods, sampling procedures and methods of risk assessment; and packaging and labelling requirements directly related to food safety;

Technical measure means a technical regulation, standard, sanitary or phytosanitary measure or conformity assessment procedure. For greater certainty, technical measures do not include, *inter alia*, measures relating to supply management and orderly marketing, such as:

- (a) measures that govern supply such as the fixing and allocation of production quotas;
- (b) measures that govern price setting and related price fixing methods;
- (c) measures that govern single-desk selling such as production, marketing, joint offer for sale and transportation conditions;
- (d) terms and conditions of payment of the sales price; and
- (e) measures that govern the supply of raw product to processors such as sale requirements between a producer and a board of producers or a purchaser, or between such a board and a purchaser;

Technical regulation means a document or instrument of a legislative nature which defines product characteristics or their related processes and production methods, including the applicable administrative provisions, with which compliance is mandatory by law. It may also include or deal exclusively with terminology, symbols, packaging, marking or labelling requirements as they apply to a product, process or production method.

Annex 10.3

Potential Initiatives for Further Collaboration

1. The Parties have identified the following initiatives for consideration and further collaboration:
 - (a) harmonization of animal traceability requirements;
 - (b) regional strategies to address common challenges facing livestock and food processing sectors;
 - (c) strategies to promote regional food basket approaches to support consumption of local foods;
 - (d) harmonization of compositional standards for yogurt;
 - (e) establishment of a common dairy processor quota allocation structure;
 - (f) harmonization of certain regulatory and administrative standards relating to dairy goods packaging, the determination of milk fat content, and labeling of UHT and sterilized milk; and
 - (g) development of common positions and strategies for addressing issues falling under federal purview, and attracting federal investment in areas of common interest.
2. Pursuant to Article 10.4, collaborative initiatives identified for inclusion on the action plan for any particular year shall be confirmed annually by the co-chairs of the Ministerial Forum.

Chapter Eleven Environment and Sustainable Development

Article 11.1: Scope and Coverage

This Chapter applies to environmental measures adopted or maintained that may affect the mobility of persons or trade in goods, services or investments between the Parties.

Article 11.2: Relationship to Other Agreements

Nothing in this Agreement shall be construed to affect the rights and obligations of the Parties under environmental agreements, including the *Agreement Concerning Transboundary Environmental Impacts between the Government of Ontario and the Gouvernement du Québec* and the *Memorandum of Understanding between the Government of Ontario and Government of Québec concerning a Provincial-Territorial Cap and Trade Initiative*, in effect on the date of entry into force of this Agreement.

Article 11.3: Basic Rights and Obligations

1. Both Parties recognize that environmental protection and conservation are an integral part of their economies for this generation and future generations. The Parties will continue to strengthen environmental protection through their environmental laws and policies.
2. The Parties agree that they have the right to exploit their own resources pursuant to their own environmental policies, and the responsibility to ensure that activities within their jurisdiction or control do not cause damage to the environment of the other Party. Each Party has the right to determine its level of environmental protection and to adopt or maintain differing levels of environmental protection based on the need to protect and enhance the environment.
3. No Party shall encourage trade or investment by weakening levels of protection already afforded in its environmental laws, in particular, as an encouragement for the establishment, acquisition, expansion, ongoing business activities or retention in its territory of an enterprise.
4. Environmental measures shall not be more trade restrictive than necessary to achieve a legitimate objective. The Party adopting or maintaining the measure shall take account of the need to minimize negative effects on trade, investment, or labour mobility when choosing among equally effective and reasonably available means of achieving that legitimate objective.
5. An environmental measure shall not be considered to be inconsistent with this Agreement by reason solely of the lack of full scientific certainty regarding the need for the measure.

Article 11.4: Transparency

The Parties affirm their commitment to exchange information and share expertise pursuant to the joint working group established under the *Agreement Concerning Transboundary Environmental Impacts between the Government of Ontario and the Gouvernement du Québec*.

Article 11.5: Reconciliation

1. The Parties agree to pursue discussions to identify environmental measures that may directly affect interprovincial mobility, trade and investment and work to reconcile those measures.
2. The Parties shall annually examine existing and new environmental measures through the working group set up under the *Agreement Concerning Transboundary Environmental Impacts between the Government of Ontario and the Gouvernement du Québec*. This working group shall make recommendations regarding additional measures to be reconciled to ministers responsible for environment in Ontario and Québec.
3. The Parties agree to reconcile the environmental measures set out in Annex 11.5.
4. The Parties shall not, through reconciliation, weaken levels of environmental protection.

Annex 11.5 Measures for Reconciliation

The Parties agree to reconcile the following environmental measures:

1. Regulations pertaining to heavy duty vehicle emissions standards

The Parties recognize that particulate matter is a constituent of smog and an identified health risk and that both Parties have inspection and maintenance programs for heavy duty diesel trucks and buses that strive to ensure in-use emissions standards are met to reduce particulate matter emissions and improve air quality.

The Parties agree to work towards harmonizing the in-use emissions standards for heavy duty trucks and buses to meet Ontario's stricter standards, reduce particulate matter emissions and improve air quality.

To harmonize the in-use emissions standards, Québec agrees to work towards tightening standards to meet Ontario's 40% opacity standard for 1990 and older model vehicles, 30% opacity standard for 1991 and newer model vehicles, and 30% opacity standard for school buses.

2. Environmental Assessment for Ontario-Québec projects which have a significant transboundary impact

The Parties confirm their commitment to conduct a coordinated approach to the environmental assessments of projects under the Ontario *Environmental Assessment Act* and under the Québec *Environmental Quality Act*.

2.1 Transparency between the Parties

When a potential project is likely to have significant transboundary environmental impacts to either of the provinces, the Parties agree to:

- (a) notify each other as early as possible;
- (b) confirm in writing to each other if an environmental assessment responsibility or an interest exists; and
- (c) provide timely disclosure and access to relevant information about the proposed project where available.

2.2 Transparency with respect to Proponents

In the event that both provincial environmental assessment requirements are triggered for an undertaking, the Parties agree to inform the proponent and coordinate to the extent possible, with respect to:

- (a) establishing a work plan for the assessment, including coordinating information, consultation, and documentation requirements while ensuring that each respective Party's statutory requirements are fulfilled;
- (b) determining conditions and monitoring requirements, if applicable; and
- (c) coordinating timing of decision-making and announcements.

3. Extended Producer Responsibility (EPR)

The Parties share the common vision of moving towards a zero waste society by promoting the goals of reducing the amount of waste generated, increasing the reusability of products and packaging, and diverting recoverable wastes away from final disposal toward higher end recycling uses.

The Parties agree to work together to achieve those goals by a shared focus on the development and implementation of policies and programs related to an EPR approach. EPR is a policy approach which shifts responsibility to producers for the end of life management of their products and packaging as well as encourages them to reduce their environmental impact

Collaboration on approaches to EPR will seek to minimize differences between the Parties and provide businesses with greater clarity.

3.1 Diversion programs

The Parties agree to explore ways to establish and harmonize diversion programs in the following areas:

- (a) Moving their programs for packaging and printed paper (e.g. blue box) towards increased producer responsibility;
- (b) Ontario will seek to establish diversion programs to complement existing programs in Québec;
- (c) Québec will seek to establish diversion programs to complement existing programs in Ontario including batteries, mercury lamps and other municipal hazardous or special waste, including electronic products such as televisions, computers, printers, phones, cameras and audio-visual equipment; and
- (d) Ontario and Québec will work together to identify and establish new programs in other sectors.

3.2 Diversion program Implementation

The Parties agree to work towards reconciling their approach to waste diversion programs in accordance with the following principles:

- (a) Apply a waste diversion hierarchy that focuses on reduction followed by reuse and finally recycling. Energy-from-waste should only be considered when the preferred options are not technically or economically viable;
- (b) Seek to reduce the environmental impact of a product to the greatest extent possible;
- (c) Move towards full EPR to the greatest extent possible;
- (d) Producers should internalize environmental costs into the product price;
- (e) Foster design for environment among producers;
- (f) Endeavour to maximize environmental benefits while minimizing marketplace impacts;
- (g) Work to implement programs that establish performance targets;
- (h) Work to implement programs that incorporate end of life tracking and auditing requirements; and
- (i) Work to implement programs that establish standards for those involved in managing the products and packaging.

**PART V
DISPUTE RESOLUTION**

**Chapter Twelve
Dispute Resolution**

Article 12.1: Cooperation

1. The Parties undertake to resolve disputes in a conciliatory, cooperative and harmonious manner.
2. The Parties shall make every attempt through cooperation, consultations and other dispute avoidance and resolution processes available to them, including the assistance of the Ministers responsible for this Agreement, to arrive at a mutually satisfactory resolution of any matter that may affect the operation of this Agreement.

Article 12.2: Application

1. Subject to paragraphs 2 and 3, this Chapter applies to the avoidance and resolution of disputes between Parties, regarding the interpretation or application of this Agreement.
2. This Chapter applies to Chapter 7 (Financial Services), subject to Article 7.8 (Exceptions), and as modified by Articles 7.11 (Dispute Resolution) and 7.12 (Financial Services Experts Roster).
3. This Chapter does not apply to paragraph 1(a) of Article 9.4 (Applicable Rules) or to complaints made under Articles 9.10 (Complaint Procedure: Government entities and MASH Entities) and 9.11 (Complaint Procedure: Entities of a Commercial or Industrial Nature).
4. For greater certainty, a Party may not institute a dispute under this Chapter on behalf of a supplier with respect to a complaint under Articles 9.10 or 9.11.
5. For greater certainty, subject to paragraph 3, this Chapter applies to procurement measures by entities covered by paragraph 1(a) of Article 9.3 (Scope and Coverage).
6. This Chapter applies to Chapter 10 (Agriculture and Food Goods), subject to paragraphs 3 and 4 of Article 10.2 (Scope and Coverage), and to Article 10.5 (Dispute Settlement).
7. Where a Party believes that a measure may be inconsistent with both the *Agreement on Internal Trade* and this Agreement, it may choose one dispute resolution process and, once chosen, shall have no recourse to the other process regarding the same measure.

Article 12.3: Consultations

1. A Party that considers that a measure of the other Party is or would be inconsistent with that Party's obligations under this Agreement may request consultations with that Party

by delivering written notice to that other Party and to the Secretariat. The notice shall specify the actual or proposed measure complained of, the relevant provisions of this Agreement and a brief summary of the complaint.

2. Consultations shall be confidential and without prejudice to the rights of the Consulting Parties in any Proceedings.
3. The Disputing Parties shall exchange all information necessary to enable a full examination to be made of how the actual or proposed measure or other matter may affect the operation of this Agreement. In so doing, the Consulting Parties shall treat any confidential information received on the same basis as the Party providing the confidential information treats it.

Article 12.4: Request for Panel

1. Where the matter in question has not been resolved to the satisfaction of the Initiating Party, that Party may make a written request to the Secretariat to establish a Panel. No request to establish a Panel may be made sooner than one hundred twenty (120) days after the Initiating Party delivered a request for consultations to the Replying Party pursuant to Article 12.3(1).
2. A request to establish a Panel shall:
 - (a) specify the actual or proposed measure complained of;
 - (b) list the relevant provisions of this Agreement;
 - (c) provide a brief summary of the complaint;
 - (d) explain how the measure has impaired or would impair trade between the Parties; and
 - (e) identify the actual or potential injury or denial of benefit caused by the actual or proposed measure.
3. The Panel shall be established in accordance with Article 12.5 and shall be composed of three members unless the Disputing Parties agree to a Panel composed of one member.

Article 12.5: Establishment of Presiding Body

1. Unless inconsistent with, or otherwise required by provisions in this Chapter, a Presiding Body shall be established in accordance with paragraphs 2 to 8.
2. For the purpose of these dispute resolution procedures, Disputing Parties shall use the Panel, Compliance Panel and Appellate Panel Rosters maintained by the Parties to the

Agreement on Internal Trade pursuant to its Annex 1704(2) (Panel, Compliance Panel and Appellate Panel Rosters).¹

3. Within thirty (30) days after the date of delivery by the Complaining Party to the Secretariat of a request to establish a Presiding Body, each Disputing Party shall appoint one bilingual (French and English) Panelist that was nominated to the roster by the other Party. If the Parties have agreed to a Presiding Body composed of one member, they shall agree, within the thirty (30) days, on a bilingual Panelist from the roster with administrative law experience as identified pursuant to paragraph 4 of Annex 1704(2) of the *Agreement on Internal Trade*.
4. If a Disputing Party fails to appoint a Panelist within thirty (30) days, or, if the Parties have agreed to a Presiding Body composed of one member and the Parties fail to agree on a Panelist within thirty (30) days, the Secretariat shall select the bilingual Panelist by lot, from the roster.
5. The appointed Panelists shall, within ten (10) days after the last of them has been appointed, select a bilingual chairperson of the Presiding Body from the roster. If they are unable to agree within that period, the Secretariat shall select the bilingual chairperson by lot from the roster.
6. If neither of the Panelists appointed or selected pursuant to this Article has administrative law experience as identified pursuant to paragraph 4 of Annex 1704(2) of the *Agreement on Internal Trade*, the Panelists or the Secretariat, as the case may be, shall select a person with administrative law experience to be the chairperson.
7. Unless the Disputing Parties otherwise agree, the Panelists or the Secretariat, as the case may be, shall not appoint or select as the chairperson of a Presiding Body any roster member who has been appointed to the roster by a Disputing Party, or is resident in the Province of a Disputing Party.
8. If a bilingual Panelist with appropriate experience cannot be found within the rosters maintained under Annex 1704 (2) of the *Agreement on Internal Trade*, a Disputing Party, the Panelists or the Secretariat, as the case may be, may appoint a bilingual candidate with the appropriate qualifications from the public at large.
9. Unless otherwise specified or unless the Disputing Parties otherwise agree, the terms of reference for a Presiding Body shall be to examine whether the actual or proposed measure or other matter at issue is or would be inconsistent with this Agreement.

Article 12.6: Presiding Body Rules of Procedure

1. Pending the addition of Annex 1704(2) to the *Agreement on Internal Trade* through the 10th Protocol of Amendment, Disputing Parties shall use the Roster established pursuant to Annex 1704.1 of the same Agreement.

1. The Panel, Compliance Panel and Appellate Panel Rules of Procedure set out in Annex 12.6 shall apply to all proceedings unless modified, where appropriate, by a Presiding Body.
2. A Presiding Body may seek information and expert advice from any person or body that it considers appropriate, provided that the Disputing Parties so agree and subject to the following and to such other terms and conditions as the Disputing Parties may agree.
 - (a) If a procedural question arises, the Presiding Body shall first seek advice from the Disputing Parties. If the procedural question is not resolved to the satisfaction of the Presiding Body, the Presiding Body may request that the Secretariat obtain independent legal advice on the procedural question.
 - (b) A request pursuant to paragraph (a) shall be in writing to the Secretariat, with copies to the Disputing Parties, and shall outline the procedural question on which advice is sought. The Secretariat shall retain appropriate counsel and transmit the advice immediately to the Presiding Body, with copies to the Disputing Parties.
3. All proceedings before a Presiding Body shall be dealt with as informally and expeditiously as the circumstances and considerations of fairness permit.

Article 12.7: Report of Panel

1. The Panel shall issue a Report based on the submissions of the Disputing Parties and any other information received during the course of the Proceeding.
2. If the Panel cannot release its final Report within the period mentioned in Rule 43 of Annex 12.6, it does not lose jurisdiction and shall inform the Disputing Parties in writing of the reasons for the delay together with an estimate of the date by which it will issue its Report.
3. The Report shall contain:
 - (a) findings of fact;
 - (b) a determination, with reasons, as to whether the measure in question is or would be inconsistent with this Agreement;
 - (c) if, under (b), the measure has been found inconsistent, a determination, with reasons, as to whether the measure has impaired or would impair trade and has caused or would cause injury;
 - (d) recommendations, if requested by a Disputing Party, to assist in resolving the dispute;
 - (e) where applicable, and at the discretion of the Panel, a stipulation of the period within which the Complaint Recipient must comply with this Agreement, and

- (f) A determination as to apportionment of operational costs as provided in Rule 62 of Annex 12.6.
- 4. The Panel retains jurisdiction for the purpose of the assessment of a cost order subsequent to the issuance of its Report, and may at the request of a Disputing Party, or on its own initiative, make an order for Operational Costs specifying the amount payable by a Party to the Secretariat.
- 5. Within ten (10) days after the receipt of the Report, a Disputing Party may, with notice to the chairperson of the Panel, the Secretariat and to the other Disputing Party, request that the Panel:
 - (a) clarify one or more aspects of its Report, in which case the Panel shall, within fifteen (15) days of receipt of the notice, provide the clarification; and
 - (b) correct in its Report any errors in computation or translation, any clerical or typographical errors, or any errors of a similar nature, in which case the Panel may, within fifteen (15) days of receipt of the notice, make such corrections as it considers appropriate.

Article 12.8: Appellate Panel: Jurisdiction and Process

- 1. A Disputing Party may appeal a Panel Report to an Appellate Panel on the grounds that the Panel erred in law, failed to observe a principle of natural justice or acted beyond or refused to exercise its jurisdiction.
- 2. Where a Disputing Party provides a notice of appeal as provided in Rule 46 of Annex 12.6, an Appellate Panel shall be established in accordance with Article 12.5 and, notwithstanding Article 12.5(3), shall be composed of three members.
- 3. Upon receipt by the Secretariat of a notice of appeal, any requirement for a Complaint Recipient to comply with this Agreement within a stipulated time or to pay Operational Costs is suspended until such time as the appeal, and any subsequent re-hearing by the Panel that may be required, are concluded.
- 4. The Appellate Panel shall, on the completion of the hearing, issue a report with reasons that:
 - (a) may confirm, vary, rescind, or substitute the Report of the Panel in whole or in part, or refer the matter back to the Panel for re-hearing; and
 - (b) shall award Operational Costs in accordance with Rule 62 of Annex 12.6.
- 5. If the Appellate Panel cannot release its final report within the period stipulated in Rule 52 of Annex 12.6, it does not lose jurisdiction and shall inform the Parties in writing of the reasons for the delay together with an estimate of the date by which it will issue its decision.

6. The Appellate Panel retains jurisdiction for the purpose of the assessment of a cost order subsequent to the issuance of its report, and may, at the request of a Disputing Party or on its own initiative, order Operational Costs to be paid and specify to whom it is payable.
7. If a matter is not referred back for re-hearing, the Appellate Report is deemed to be a Panel Report for purposes of determining compliance under Article 12.11 or matters under Article 12.16, together with those parts of the Report which have not been superseded by the Appellate Report.
8. If an Appellate Panel refers a matter back to the Panel for re-hearing, the Secretariat shall fix a date to reconvene the Panel forthwith.
9. Within ten (10) days after receipt of the Appellate Report, either Party may, with notice to the Secretariat, request that the Appellate Panel:
 - (a) clarify one or more aspects of its Report, in which case the Appellate Panel shall, within fifteen (15) days of receipt of the notice, provide the clarification; and
 - (b) correct in its report any errors in computation or translation, any clerical or typographical errors, or any errors of a similar nature, in which case the Appellate Panel may, within fifteen (15) days of receipt of the notice, make such corrections as it considers appropriate.

Article 12.9: Mutually Satisfactory Resolution

1. The Parties agree that the prompt resolution of disputes is for the benefit of all Parties.
2. Wherever possible, a dispute shall be resolved by removing, amending or not implementing the measure that is or would be inconsistent with this Agreement.
3. Where the Disputing Parties resolve the dispute at any stage of a Proceeding, written notice of such resolution shall be delivered to the Secretariat. Upon receipt of such notification by the Secretariat, the Proceeding shall be terminated.
4. Proceedings may be suspended at the request of the Disputing Parties in order to negotiate a mutually satisfactory resolution.
5. Where a Proceeding has been suspended pursuant to Article 12.9(4), if no Disputing Party has made an application to end the suspension within thirty-six (36) months of the date of suspension, the complaint that initiated the Proceeding is deemed to have been withdrawn and the Proceeding shall be terminated.

Article 12.10: Confirmation of Compliance

1. After a Panel has determined in a Report that a Complaint Recipient has not complied with this Agreement, the Complaint Recipient may notify the Complaining Party that it has complied with the Agreement in respect of the matters addressed in the Report. Such

notice shall be in writing, shall include a description of the manner of such compliance, and shall be delivered to the Complaining Party and to the Secretariat.

2. A Complaining Party may, within thirty (30) days of delivery to it of the notice pursuant to paragraph 1, object to the notice. Such objection shall be in writing, shall include a description of the reasons for its objection, and shall be delivered to the Complaint Recipient and to the Secretariat.
3. Where no objection has been delivered pursuant to paragraph 2, a Party that provides notice pursuant to paragraph 1 is deemed to have complied with the Agreement in respect of the matters addressed in the Report.

Article 12.11: Request for Compliance Panel

1. Upon the expiry of one (1) year following the issuance of a Report, or, where applicable, upon the expiry of an alternate implementation period stipulated by the Panel in its Report, a Disputing Party may request that the Secretariat reconvene the Panel as a Compliance Panel to make a determination as to whether the Complaint Recipient has complied with this Agreement in respect of the matters addressed in the Report.
2. Notwithstanding paragraph 1 a Complaint Recipient may request a Compliance Panel immediately upon receipt of an objection made pursuant to Article 12.10(2).
3. The Compliance Panel shall issue a Compliance Report containing:
 - (a) a determination on whether or not the Complaint Recipient has, with regard to the matter in dispute, brought itself into compliance with this Agreement;
 - (b) where the determination is that there has not been compliance, a monetary penalty order made in accordance with Articles 12.12(1) and (2);
 - (c) at the discretion of the Compliance Panel, an order apportioning Operational Costs, as provided for in Rule 62 of Annex 12.6.
4. The Compliance Panel retains jurisdiction for the purposes of assessing an Operational Costs order after it issues its Compliance Report, and may, at the request of a Disputing Party or on its own initiative, make an order for Operational Costs specifying the amount payable by a Disputing Party to the Secretariat.
5. Within ten (10) days after receipt of the Compliance Report, a Disputing Party, with notice to the chairperson of the Compliance Panel, the Secretariat and the other Disputing Party, may request that the Compliance Panel:
 - (a) clarify one or more aspects of its Compliance Report, in which case the Compliance Panel shall, within fifteen (15) days of receipt of the notice, provide the clarification; and

- (b) correct in the Compliance Report any errors in computation or translation, any clerical or typographical errors, or any errors of a similar nature, in which case the Compliance Panel may, within fifteen (15) days of receipt of the notice, make such corrections as it considers appropriate.
6. If the Compliance Panel cannot release its final report within the period mentioned in Rule 57 of Annex 12.6, it does not lose jurisdiction and shall inform the Parties in writing of the reasons for the delay together with an estimate of the date by which it will issue its report.

Article 12.12: Monetary Penalty

1. In determining the amount of a monetary penalty, the Compliance Panel shall be guided by the primary purpose of a monetary penalty which is to encourage compliance with this Agreement, and the Compliance Panel shall also consider:
- (a) the seriousness of the inconsistency with the Party's obligations under the Agreement;
 - (b) the commercial prejudice caused by the inconsistency on the market or markets;
 - (c) whether the Party has made efforts, in good faith, to comply with the Report; and
 - (d) any other factor the Compliance Panel considers relevant.
2. The amount of a monetary penalty in a dispute proceeding shall not exceed ten million dollars.

Article 12.13: Limiting Judicial Review/Privative Clause

1. Unless appealed pursuant to Article 12.8, a Report of a Panel is final and is not subject to judicial review.
2. A report of a Compliance Panel or Appellate Panel is final and is not subject to judicial review.

Article 12.14: Failure to Participate/Discontinuance

The failure of a Disputing Party to participate, or to continue its participation, in any Proceedings shall not affect the jurisdiction of a Presiding Body which may proceed in that Disputing Party's absence. A Presiding Body may make an Operational Cost award against a Disputing Party that fails to participate or to continue its participation.

Article 12.15: Publication - Ministerial Council's Agenda

1. The Secretariat shall make the report of a Presiding Body public thirty (30) days after the date on which it was issued, or sooner if the Disputing Parties agree.

2. A Disputing Party may request the Secretariat to add a dispute which was the subject of a report issued by a Presiding Body to the Ministerial Council's agenda for its next annual meeting. However, such a request may not be made sooner than thirty (30) days after the date on which the report was issued. The dispute shall remain on the agenda for every annual Ministerial Council meeting thereafter until the matter is resolved.
3. Where a dispute has been added to the Ministerial Council's agenda pursuant to paragraph 2, the Complaint Recipient shall, at least ten (10) days before each annual Ministerial Council meeting whose agenda includes the dispute, provide the Ministerial Council, through the Secretariat, with a written status report on the Complaint Recipient's progress in implementing the Panel's recommendations in the Report or in arriving at a resolution of the dispute.

Article 12.16: Non-Implementation – Retaliatory Action

1. If, in its Report, a Panel has determined that an actual measure is inconsistent with this Agreement and the dispute has not been resolved within one year after the date on which the Panel issued its Report, or if the Panel has stipulated an alternate implementation period, by the end of such alternate period, the complaining Party may then give written notice to the Ministerial Council, through the Secretariat, of its intention to take retaliatory action against the Complaint Recipient.
2. Subject to having notified the Ministerial Council of its intention in accordance with paragraph 1, the complaining Party may, within thirty (30) days after the date of delivery of the notification, suspend benefits of equivalent effect or, where this is impracticable, impose retaliatory measures of equivalent effect against the Complaint Recipient until such time as a mutually satisfactory resolution of the dispute is achieved.
3. In considering what benefits to suspend or retaliatory measures to impose, the complaining Party shall:
 - (a) suspend benefits or impose retaliatory measures in the same sector as the measure found to be inconsistent with this Agreement; and
 - (b) only if such suspension or imposition would be impracticable or ineffective, suspend benefits or impose retaliatory measures in other sectors covered by this Agreement.
4. On the written request of a Disputing Party delivered to the other Party and the Secretariat, the Secretariat shall convene a Panel, composed of the original Panelists, where possible, within thirty (30) days after the date of delivery of the request, to determine whether the suspension of benefits or the imposition of retaliatory measures by a complaining Party under paragraph 2 is manifestly excessive.
5. The Parties recognize that any suspension of benefits or imposition of retaliatory measures under paragraph 2 will be temporary and shall only be applied until the Complaint Recipient has amended or removed the inconsistent measure or has otherwise taken action to resolve the dispute.

6. No separate Panel shall be established under paragraph 4 where a Compliance Panel is established under Article 12.11(1).
7. A Compliance Panel established under Article 12.11(1) shall have the jurisdiction of a Panel established under paragraph 4.

Article 12.17: Code of Conduct

Presiding body members of the Panel, Compliance Panel and Appellate Panel shall conduct themselves in accordance with Annex 1719 (Code of Conduct for Panelists) of the *Agreement on Internal Trade*, which shall be read and interpreted as if it were part of this Agreement.

Article 12.18: Limit on Jurisdiction

For greater certainty, a Presiding Body has no jurisdiction to rule on any constitutional issue.

Article 12.19: Contact Points

1. Where this Chapter requires notice to be sent to a Party, the point of contact for notice shall be that person identified to the Secretariat by the Party as being responsible for the relevant Chapter of Part IV of this Agreement. Where no such person is identified, the point of contact shall be that Party's Minister responsible for the implementation of this Agreement.
2. Where this Chapter requires a notice, request, report or other document to be sent to the Ministerial Council or a Presiding Body, it shall be sent to the chairperson of the Council or Presiding Body, as the case may be.

Article 12.20: Definitions

In this Chapter:

Appellant means the Disputing Party appealing a Panel decision pursuant to Article 12.8;

Appellate Panel means a Panel established pursuant to Article 12.8(2);

Appellate Report means a report issued by an Appellate Panel pursuant to Article 12.8(4);

Compliance Panel means a Panel convened pursuant to a request made in accordance with Article 12.11(1);

Compliance Report means a report issued by a Compliance Panel pursuant to Article 12.11(3);

Complaining Party means the Party that has requested a Panel pursuant to Article 12.4(1);

Complaint Recipient means the Party complained against by a Complaining Party pursuant to Article 12.4(1);

Consulting Parties means the Initiating Party and Replying Party;

Disputing Parties means the Complaining Party and the Complaint Recipient;

Initiating Party means a Party that has requested consultations pursuant to Article 12.3(1);

Ministerial Council means the council established pursuant to Article 2.2 of this Agreement;

Operational Costs means all per diem fees and other disbursements payable to Presiding Body members for the performance of their duties as Presiding Body members, fees and disbursements of experts retained by the Presiding Body pursuant to Article 12.6(2) and costs of third Party facilities and equipment used for meetings or hearings involving the Presiding Body;

Panel unless otherwise specified means the Panel established pursuant to Article 12.4(1);

Panelist means a person appointed to a Panel;

Presiding Body means, as the case may be, a Panel, Compliance Panel or Appellate Panel;

Proceeding means a Proceeding before a Panel, Compliance Panel or Appellate Panel, as the case may be;

Report means the report of a Panel issued pursuant to Article 12.7 and includes any amendments made to, or substitutions made for, that report as a result of an appeal;

Replying Party means the Party with which an Initiating Party has requested consultations pursuant to Article 12.3(1);

Respondent means the Disputing Party against which an appeal of a Panel decision is taken pursuant to Article 12.8.

Annex 12.6
Panel, Compliance Panel and Appellate Panel Rules of Procedure

These Rules are intended to give effect to the provisions of Chapter Twelve with respect to Panel, Compliance Panel and Appellate Panel Proceedings conducted pursuant to that Chapter. These Rules should not be construed to extend or limit the jurisdiction of Presiding Bodies.

Application

1. These Rules are established under Article 12.6 and shall apply to dispute resolution proceedings under Chapter 12.

General Rules

2. Subject to these Rules, the Presiding Body is to conduct Proceedings in such manner as it considers appropriate, provided that the Proceedings are transparent, that the Parties are treated with equality and that at any stage of the Proceedings each Party is given a full opportunity to present its case.

Interpretation

3. These Rules shall be liberally construed to secure the fairest, most transparent, least expensive and most expeditious determination of every Proceeding.

Directions on Procedure

4. Where, in any Proceeding, a question of procedure arises to which these Rules do not provide an answer, or the answer they do provide is incomplete, the question shall be disposed in such manner as the Presiding Body decides is reasonable in the circumstances and consistent with principles of fairness.
5. To provide for a more expeditious process in a manner that is reasonable in the circumstances and consistent with principles of fairness, the Presiding Body may vary or supplement any of these Rules if it is fair and equitable to do so.

Extending or Abridging Time Limits

6. If it is fair and equitable to do so, the Presiding Body may extend or abridge the time limits fixed by these Rules or otherwise fixed by the particular Presiding Body, either before or after their expiry.

Defect in Form and Irregularity

7. No proceeding is invalid by reason of a defect in form or a technical irregularity.

Responsibilities of the Secretariat

8. The Secretariat shall provide administrative support for all Proceedings, including making arrangements necessary for all oral hearings and meetings of the Presiding Body.
9. The Secretariat shall maintain the record of each Proceeding, comprised of all relevant documents, including originals or copies, filed in that Proceeding. Where necessary, the Secretariat may certify copies as true copies of the original. All documents filed shall be stamped by the Secretariat to show the file identification number and date and time of receipt.
10. The Secretariat shall forward copies of any request for a Panel Review pursuant to Article 12.4(1), request for a Compliance Panel Review pursuant to Article 12.11(1), and Notice of Appeal pursuant to Article 12.8(2), to the other Party and shall forward copies of all other documents and submissions filed with the Secretariat in a Proceeding to the other Disputing Party.
11. The Secretariat shall advise the Disputing Parties in a timely manner of the time and location of all hearings and meetings before the Presiding Body in a proceeding.
12. The Secretariat shall enter into the record all reports, decisions, orders and directions made by the Presiding Body and shall forward to Parties in a Proceeding copies of all such reports, decisions, orders and directions or other written communications of the Presiding Body. Where an order for a monetary penalty has been made by a Compliance Panel, the Secretariat shall forward a certified copy of the order to each Party affected by the order.

Translation and Interpretation

13. Written documents and submissions filed by a Disputing Party in connection with or during a Proceeding, and oral hearings, may be in either official language.
14. The Secretariat shall provide for interpretation and translation, as the case may be, of written documents and submissions, oral hearings and reports of presiding bodies, if a Disputing Party or a member of the Presiding Body so requests. Disputing Parties are encouraged to provide documents and submissions in both official languages whenever feasible.
15. When a report of a Presiding Body is made public, it shall be issued in both official languages simultaneously. Each version shall be equally authentic.

Operation of the Presiding Body

16. The chairperson of the Presiding Body of a Proceeding shall take the chair at all its meetings.

17. The chairperson of the Presiding Body shall fix the date and hour of its hearings in accordance with these Rules following consultations with other Presiding Body members and the Secretariat.
18. Except to the extent that a Presiding Body otherwise directs, hearings shall be public.
19. The majority and dissenting opinions of Presiding Body members shall be anonymous.
20. Presiding Body meetings other than hearings may be conducted by telephone conference call or other electronic means.
21. A Presiding Body may adopt its own internal procedures for routine administrative matters.

Confidentiality

22. Where a Disputing Party indicates that any information contained in documents filed with the Secretariat in connection with a Proceeding, is to be treated confidentially:
 - (a) because the information is commercially sensitive or otherwise protected by law; or
 - (b) because its disclosure could impair international relations or obligations;the Secretariat, the Presiding Body and the other Disputing Party shall take all necessary steps to protect the confidentiality of the information and may enter into pre- hearing agreements regarding the protection of such information.
23. A Disputing Party may disclose to other persons such information in connection with a Proceeding as it considers necessary to prepare its case, but it shall take all necessary steps to ensure that such other persons maintain the confidentiality of the information.
24. The Secretariat shall take all necessary steps to ensure that experts, interpreters, translators, court Reporters and other individuals retained by the Secretariat maintain the confidentiality of any information designated as confidential.
25. On request of a Party, the other Disputing Party shall promptly deliver to the Party and the Secretariat a non-confidential summary of its written submissions.
26. The Presiding Body shall make the Disputing Parties' written submissions available to the public no later than at the beginning of the hearing before it, except those parts of the written submissions that contain proprietary or confidential information as specified in Rule 22.

Prior Contact with Presiding Body Member Prohibited

27. A Party intending to appoint a Presiding Body member pursuant to any provision of this Chapter 12 shall not contact the proposed Presiding Body member regarding his or her

appointment or regarding any other matter related to the dispute or to any issue to be decided by the Presiding Body.

Panel Proceedings: Notice of Appearance

28. The Complaint Recipient shall file a notice of appearance with the Secretariat within fifteen (15) days after receiving, from the Secretariat, a request for a Panel under Article 12.4.
29. The Secretariat shall forward copies of a notice of appearance received under Rule 28 to the other Party.

Panel Proceedings: Written submissions

30. A Disputant that has requested a Panel shall file a written submission with the Secretariat within forty-five (45) days after the date on which it delivered the request to the Secretariat and the Secretariat shall forward a copy of the submission to the Complaint Recipient.
31. The written counter-submissions of the Complaint Recipient shall be filed with the Secretariat within forty-five (45) days after the initial written submission has been filed with the Secretariat and the Secretariat shall forward a copy of the written submissions to the Complainant.
32. The Panel may allow further written submissions and shall fix the time for their filing.
33. The Panel may convene a pre-hearing conference in order to determine:
 - (a) the timing and the location of the hearing;
 - (b) the order in which the Disputing Parties will be heard at the hearing;
 - (c) subject to Rule 34, whether an issue in the dispute is within the scope of the Agreement; and
 - (d) any other matter relevant to the Proceeding.
34. For the purposes of paragraph (c) of Rule 33:
 - (a) “scope” means the range of rights and obligations encompassed by the Agreement;
 - (b) the Panel may refuse to make the requested determination and instead direct that the issue be dealt with at the Panel hearing.

Panel proceedings: Hearing

35. The Panel shall fix the date for the hearing within thirty (30) days of receipt of the last written submission and the Secretariat shall forward notice of the date to the Disputing Parties.
36. The hearing shall, unless the Disputing Parties otherwise agree, be held in the capital city of the Complaint Recipient.
37. All Panelists must be present during the hearing. A Disputing Party who has not filed submissions may not present oral arguments without the consent of the Panel and the other Disputing Party.
38. Except to the extent that a Presiding Body otherwise directs, the hearing shall be conducted in the following manner:
 - (a) argument of the Complaining Party;
 - (b) argument of the Complaint Recipient;
 - (c) reply of the Complaining Party;
39. Oral arguments shall be limited to the issues in dispute.
40. Where interpretation or translation services are used during a hearing, a Presiding Body shall ensure that Disputing Parties requiring such services are afforded sufficient additional time to make their arguments, presentations or replies.

Panel proceedings: Supplementary written submissions

41. The Panel may at any time during a Proceeding address questions in writing to any of the Disputing Parties. The Panel shall deliver the written questions to the Disputing Party to whom the questions are addressed through the Secretariat, which shall also provide for delivery of copies of the questions to the other Disputing Party.
42. A Disputing Party to whom the Panel addresses written questions shall deliver a copy of any written reply to the Secretariat, which in turn shall provide for the delivery of copies of the reply to the other Disputing Party who shall be given the opportunity to provide written comments on the reply within five days after the date of delivery.

Panel Proceedings: Report of Panel

43. The Panel shall within forty-five (45) days after the date the hearing was completed or such other period of time as the Disputants may agree, issue a report based on the submissions of the Disputing Parties and any other information received during the course of the Proceeding.

Notice of Suspension and Negotiation of Mutually Satisfactory Resolution

44. Where the Disputing Parties, at any time prior to the issuance of the report of the Presiding Body, agree to suspend the dispute Proceedings for the purposes of negotiating or achieving a mutually satisfactory resolution of the dispute, they shall provide written notification of their agreement to suspend the dispute Proceedings to the Secretariat.
45. Where the dispute Proceedings have been suspended by consent of the Disputing Parties, any such Party may withdraw its consent and resume the dispute Proceedings at any time subject to procedural direction by the Presiding Body.

Appellate Panel

Notice of Appeal

46. A Disputing Party that decides to appeal shall provide to the Secretariat and the other Party a notice of appeal that briefly outlines its grounds of appeal and the relief sought.
47. No appeal may be taken if a notice of appeal has not been provided within thirty (30) days of the issuance of the Panel Report.

Written Submissions

48. Within seventy-five (75) days of the date of the Panel Report, the Appellant shall provide a written submission in support of its appeal to the Respondent and to the Secretariat.
49. Within forty-five (45) days of receipt of the Appellant's submission, the Respondent shall provide a written response to the Appellant and to the Secretariat.

Hearing

50. Upon receipt of the Notice of Appeal by the Secretariat, a hearing before the Appellate Panel shall be convened forthwith.
51. Except to the extent the Presiding Body otherwise directs,
 - (a) the hearing shall be held in the capital city of the Respondent, and
 - (b) the hearing shall be conducted in the following manner:
 - (i) Oral argument of the Appellant followed by
 - (ii) Oral argument of the Respondent.

Timing of the Decision of the Appellate Body

52. The Appellate Panel shall, within ninety (90) days of the completion of the hearing, issue a decision.

Compliance Panel

53. A Party making a request for a Compliance Panel shall do so in writing and shall deliver it to the other Disputing Party and to the Secretariat and shall include written submissions supporting its position.
54. Roster members who served on the Panel will also comprise the Compliance Panel. Where one or more members of the Panel are no longer available to serve on the Compliance Panel, members will be appointed in accordance with the procedure set out in Rule 61.
55. A Disputing Party notified of a request for a Compliance Panel may, within sixty (60) days of receipt of such notice, provide a written reply to submissions delivered pursuant to Rule 53 and shall deliver it to the other disputing Party and to the Secretariat.
56. The Compliance Panel shall consider submissions of the Parties and may seek further written clarification from them. The Compliance Panel may also, at its discretion, convene a hearing with Disputing Parties.
57. The Compliance Panel shall issue a Compliance Report within forty-five (45) days of the expiry of the deadline for submissions by disputing Parties under Rule 55 or, where a compliance hearing is held, within forty-five (45) days of the conclusion of the hearing.

Discontinuance

58. The Complaining Party shall discontinue its participation in the process by filing with the Secretariat a notice of discontinuance, and by serving forthwith a copy of it on the other Disputing Party.

Convening of Panel under Article 12.16

59. Where a Panel is convened under Article 12.16(4) to determine whether the suspension of benefits or the imposition of retaliatory measures by a complaining Party is manifestly excessive, the Panel shall issue its decision within forty-five (45) days after the matter is referred to it.
60. The Panel shall as soon as possible after being convened under Article 12.16(4), determine the manner in which it intends to proceed and shall through the Secretariat, notify the Disputing Parties thereof.

Unavailability of Panelist

61. Where a Panel is to be convened or reconvened pursuant to any provision of Chapter 12, and a Panelist is unable to participate, that Panelist shall be replaced by a bilingual Panelist selected by lot by the Secretariat excluding any person appointed to the roster by the disputing Parties, and ensuring that one member of the Panel has administrative law experience as outlined in Annex 1704(2) (Panel, Compliance Panel and Appellate Panel Rosters) of the *Agreement on Internal Trade*.

Payment of Presiding Body Operational Costs

62. Unless otherwise specified, operational costs shall be divided equally between Disputing Parties. However, the Panel may apportion operational costs otherwise where justified by the following considerations:
 - (a) whether the Disputants complied with Article 12.1;
 - (b) the outcome of the Proceedings; and
 - (c) other relevant considerations that may justify assessing a major part of the responsibility for Operational Costs to one of the Disputants.

63. For greater certainty, any other costs incurred unilaterally by a Party including but not being limited to counsel, agents, or experts fees and disbursements shall be born exclusively by that Party.

**PART VI
DEFINITIONS**

**Chapter Thirteen
Definitions**

Article 13: Definitions of General Application

In this Agreement, except as otherwise provided:

Agreement means Trade and Cooperation Agreement between Ontario and Québec signed on September 11, 2009 and entered into force on October 1, 2009;

Agreement on Internal Trade means the intergovernmental accord signed by the federal, provincial and territorial governments of Canada on July 18, 1994, which came into force on July 1, 1995, as amended;

business day means any day other than a Saturday or Sunday or a holiday;

cultural industries means persons engaged in any of the following activities:

- (a) the publication, distribution, or sale of books, magazines, periodicals or newspapers in print or electronic form but not including the sole activity of printing or typesetting any of the foregoing;
- (b) the production, distribution, sale or exhibition of film or video recordings;
- (c) the production, distribution, sale or exhibition of audio or video music recordings;
- (d) the publication, distribution or sale of music in print or electronic form; or
- (e) radio communications in which the transmissions are intended for direct reception by the general public, and all radio, television, cable broadcasting undertakings and all satellite programming and broadcast network services;

day or days means a calendar day or days and includes weekends and holidays;

document means information inscribed on a medium where the information is delimited and structured, according to the medium used, by tangible or logical features and is intelligible in the form of words, sounds or images. The information may be rendered using any type of writing, including a system of symbols that may be transcribed into words, sounds or images or another system of symbols;

enterprise means an entity constituted, established or organized under applicable laws, whether or not for profit and whether privately-owned or governmentally-owned;

environment means the components of territories of the Parties and includes, but is not limited to:

- (a) land, water and air, including all layers of the atmosphere, or any combination or part thereof;
- (b) plant and animal life, including human life; and
- (c) the interacting ecological systems which include paragraphs (a) and (b);

environmental measure means a measure to protect and conserve the environment, including a measure to protect human, animal or plant life or health;

existing measure means a measure adopted before the date of entry into force of this Agreement, being October 1, 2009;

government entities means any agencies, associations, boards, commissions, corporations, trusts or similar bodies that are owned or controlled by a Party;

harmonization means making identical or minimizing the differences between regulations, technical regulations, technical measures, standards or related measures of similar scope;

holidays mean:

- 1) New Years Day and next day (January 1 and 2);
- 2) Ontario's Family Day (third Monday in February);
- 3) Good Friday (Friday before Easter);
- 4) Easter Monday (Monday after Easter);
- 5) Ontario's Victoria Day/Québec's National Patriot's Day (Monday before May 25);
- 6) Québec's National Holiday (June 24) or the next Monday, when June 24 falls on a weekend;
- 7) The anniversary of Confederation (July 1) or the next Monday, when July 1 falls on a weekend;
- 8) Ontario's Civic Holiday (first Monday in August);
- 9) Labour Day (first Monday in September);
- 10) Thanksgiving (second Monday in October);
- 11) Christmas Eve, Christmas Day and the next day (December 24, 25, 26); and
- 12) New Year's Eve (December 31).

Internal Trade Secretariat means the body established to provide administrative and operational support to the functioning of the *Agreement on Internal Trade*;

investment includes:

- (a) the establishment, acquisition or expansion of an enterprise; and

- (b) financial assets, such as money, shares, bonds, debentures, partnership rights, receivables, inventories, capital assets, options and goodwill;

Joint Committee on Regulatory Cooperation means the committee established pursuant to paragraph 1 of Article 3.6 (Joint Committee on Regulatory Cooperation) of the Agreement;

measure includes any legislation, regulation, directive, requirement, guideline, program, policy, administrative practice or other procedure;

Ministerial Council means the council established pursuant to Article 2.2 (Ministerial Council) of this Agreement;

mutual recognition means the acceptance by a Party of a person, good, service or investment that conforms with an equivalent standard or standards-related measure of another Party without modification, testing, certification, renaming or undergoing any other duplicative conformity assessment procedure;

new measure means a measure adopted on or after the date of entry into force of this Agreement, being October 1, 2009 including any amendments or replacements of a measure, but does not include a renewal or extension of a measure;

non-Party means other Canadian provinces or territories, the federal government and foreign sovereign states;

Party means a Party to this Agreement and **Parties** means all of the Parties to this Agreement;

person means a natural person or an enterprise;

Private Sector Advisory Committee means the committee established pursuant to Article 2.4 (Private Sector Advisory Committee) of this Agreement;

reconciliation and terms of similar import means to reconcile, by harmonization, mutual recognition, or other means, regulatory and standards-related measures.

regulation means a regulatory requirement, as defined in Article 3.9 (Definitions);

Regulatory Registry means the public internet site maintained by the Government of Ontario on which regulatory proposals that may affect business are posted, located at <http://www.ontariocanada.com/registry>;

Secretariat means the Secretariat established pursuant to Article 2.3 (Secretariat);

Standard means a document approved by a recognized body, including those accredited by Canada's National Standards System, that provides, for common and repeated use, rules, guidelines or characteristics for products or related processes and production methods, with which compliance is not mandatory. It may also include or deal exclusively with terminology, symbols, packaging, marking or labelling requirements as they apply to a product, process or production method;

standards-related measures means a measure that incorporates a standard and may also set out the requirements and procedures to ensure conformity or compliance;

sustainable development means development that meets the needs of the present without compromising the ability of future generations to meet their own needs. Sustainable development is based on a long-term approach which takes into account the inextricable nature of the environmental, social and economic dimensions of development activities.

PART VII FINAL PROVISIONS

Chapter Fourteen Final Provisions

Article 14.1: Accession and Withdrawal

1. In accordance with Article 1800 (Trade Enhancement Agreements) of the *Agreement on Internal Trade*, the Parties may agree to the accession to this Agreement of any Canadian province, territory or the Federal Government upon acceptance of its terms.
2. A Party may withdraw from this Agreement upon twelve (12) months written notice to the other Party.

Article 14.2: Language

The Parties acknowledge and agree that this Agreement has been made and executed in English and French and that both versions are equally authoritative.

Article 14.3: Further Negotiations and Amendments

1. The Parties may enter into negotiations at any time to amend this Agreement.
2. Amendments to this Agreement require the mutual consent of the Parties and must be in writing and signed by the Ministers from each Party responsible for this Agreement.

Article 14.4: Entry into Force

1. This Agreement shall enter into force on October 1, 2009, except for the provisions otherwise specified in this Agreement.
2. Neither Party shall, during the period beginning on the date of execution and ending on the date of entry into force of this Agreement, adopt a measure that would be inconsistent with this Agreement or amend or renew a measure in a manner that would decrease its consistency with this Agreement.

Article 14.5: Regional Economic Development

1. The Parties recognize that measures adopted or maintained by a Party that are part of a general framework of regional economic development can play an important role in encouraging long-term job creation, economic growth or industrial competitiveness or in reducing economic disparities.
2. Parts III (General Rules) and IV (Specific Commitments and Rules) of this Agreement do not apply to a measure adopted or maintained by a Party that is part of a general framework of regional economic development, provided that:

- (a) the measure does not operate to impair unduly the access of persons, goods, services or investments of the other Party; and
- (b) the measure is not more trade restrictive than necessary to achieve its specific objective.

3. Each Party shall:

- (a) within a reasonable period of time, notify the other Party of its existing programs relating to regional economic development;
- (b) on adoption of any program relating to regional economic development, notify the other Party of that program; and
- (c) answer rapidly, if need be, questions from the other Party on a program relating to regional economic development.

Article 14.6: Aboriginal Peoples

This Agreement does not apply to any measure adopted or maintained with respect to Aboriginal peoples.

Article 14.7: Culture, Language and Social Measures

Notwithstanding any other provision of this Agreement, except for the obligations set out in Chapter 3 (Regulatory Cooperation), any measure adopted or maintained with respect to culture, cultural industries, language requirements, education, health or social services is exempted from the provisions of this Agreement.

Article 14.8: Security Measures

For greater certainty, nothing in this Agreement shall be construed to prevent a Party from adopting or maintaining a measure relating to public security.

Article 14.9: Taxation

Nothing in this Agreement shall preclude a Party from adopting or maintaining:

- (a) measures relating to taxation; or
- (b) measures to secure compliance with measures relating to taxation.

Article 14.10: Non-Conforming Measures

- 1. No Party shall amend a non-conforming measure in a manner that would further decrease the conformity of that measure with this Agreement.

2. A subsequent amendment of a measure referred to in paragraph 1 may not decrease the conformity of that measure as it existed immediately prior to the subsequent amendment or renewal.

Article 14.11: Rules of Interpretation

1. In this Article:
 - (a) **Sector Chapter** means any of the following chapters:
 - (i) Chapter 4: Energy Cooperation;
 - (ii) Chapter 6: Labour Mobility;
 - (iii) Chapter 7: Financial Services;
 - (iv) Chapter 8: Transportation;
 - (v) Chapter 9: Public Procurement;
 - (vi) Chapter 10: Agriculture and Food Goods; and
 - (vii) Chapter 11: Environment and Sustainable Development.
 - (b) **General Chapter** means any of the following chapters:
 - (i) Chapter 2: Economic Cooperation; and
 - (ii) Chapter 3: Regulatory Cooperation.
 - (c) A Sector Chapter applies to matters within its scope.
 - (d) A General Chapter applies both to matters within its scope and, where appropriate, to matters that fall within the scope of a Sector Chapter.
 - (e) In the event of an inconsistency between a Sector Chapter and a General Chapter, the Sector Chapter prevails to the extent of the inconsistency, except as otherwise provided.
 - (f) For greater certainty, in the event of an inconsistency between two Sector Chapters or between two General Chapters, reference should be made to this Agreement as a whole, including the Preamble and Chapter 1 (Objectives) to determine which Chapter prevails to the extent of the inconsistency, except as otherwise provided.
2. In this Agreement:
 - (a) reference to an Article includes any annex referred to in that Article;

- (b) words expressed in the singular include the plural and vice versa;
- (c) where the words “including” or “includes” appear in this Agreement, they mean “including without limitation” and “includes without limitation”;
- (d) unless specified otherwise, reference in this Agreement to a statute or statutory provision refers to that statute or statutory provision as it may be amended or to any restated or successor statute or statutory provision of comparable effect. A reference to a statute includes any statutory instruments, rules and regulations made under such statute.

Article 14.12: Computing time limits

1. If the day fixed for doing anything falls on a weekend or any holiday, such thing may validly be done on the next business day.
2. In computing any time limit fixed by this Agreement or any of its provisions:
 - (a) the day which marks the start of the time limit is not counted, but the last day is counted; and
 - (b) weekends and holidays are counted, but when the last day falls on a weekend or on any holiday, the time limit is extended to the next business day.

**TRADE AND COOPERATION AGREEMENT
BETWEEN
ONTARIO and QUÉBEC**

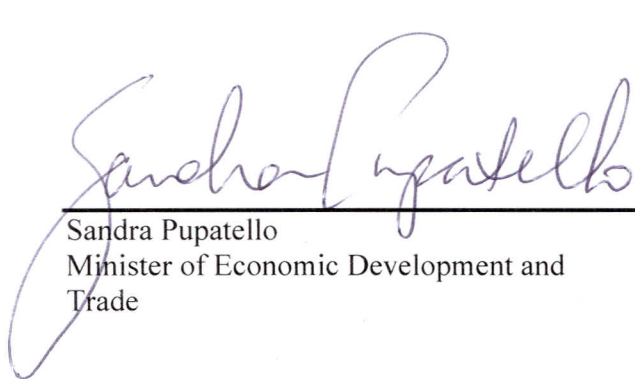


**ACCORD DE COMMERCE ET DE COOPÉRATION
ENTRE
L'ONTARIO ET LE QUÉBEC**

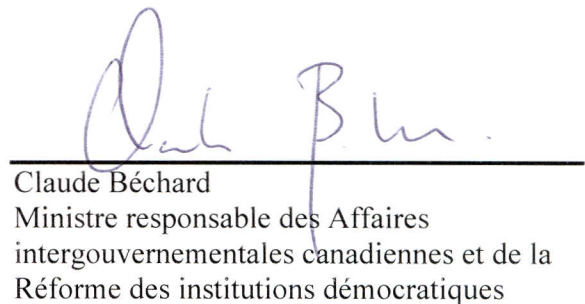
Signed in, on 2009, one in French and the other in English, both versions being regarded as equally authentic and valid.

**FOR THE GOVERNMENT
OF ONTARIO**

FOR THE GOVERNMENT OF QUEBEC


Sandra Pupatello
Minister of Economic Development and
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