

## MEMORANDUM OF UNDERSTANDING

**BETWEEN**            **THE GOVERNMENT OF CANADA**, (hereinafter referred to as "CANADA") as represented by the Minister of Human Resources Development, the Minister of Agriculture and Agri-Food, the Minister of Industry, the Minister of Canadian Heritage, the President of the Treasury Board; the Minister of Fisheries and Oceans and the Secretary of State responsible for the Economic Development Agency of Canada for the Regions of Quebec (hereinafter referred to as the "Federal Signatories")

**AND**                    **COMMUNITY TABLE OF THE NATIONAL HUMAN RESOURCES DEVELOPMENT COMMITTEE FOR THE ENGLISH LINGUISTIC MINORITY**, a corporation without share capital duly incorporated under Part II of the *Canada Corporations Act* (hereinafter referred to as the "TABLE")

**AND**                    **QUEBEC COMMUNITY GROUPS NETWORK** (hereinafter referred to as "QCGN")

Whereas Canada, as represented by the Minister of Human Resources Development, and an organization known as "The Quebec Community Groups Network" ("QCGN") acting on behalf of the regional groups and associations it represented, signed a Memorandum of Understanding on May 29, 1998 (the "1998 MOU") establishing the "National Human Resources Development Committee for the English Linguistic Minority Community" (the "Committee") to provide a mechanism for mutual cooperation to govern activities aimed at enhancing the vitality of the English linguistic minority community in Quebec and supporting its development;

Whereas the 1998 MOU led to the establishment in 1999 of the TABLE, composed at that time of the eight regional association members of the QCGN and whose representatives became the community representatives on the Committee;

Whereas CANADA and the TABLE, with the support and agreement of QCGN, consider it expedient to replace the 1998 MOU with this Memorandum of Understanding;

Whereas under this Memorandum of Understanding CANADA and the TABLE wish to

- (a) expand CANADA's representation on the Committee to include representatives of all the Federal Signatories;
- (b) ensure participation of the broader English linguistic minority communities on the Committee;
- (c) expand the mandate of the Committee to provide advice to all the Federal Signatories in order to influence their policies, programs and services in a way that will foster, the development and vitality of the English linguistic minority communities in Quebec in the areas of human resources and community economic development (the definition of the latter is described in Appendix A to this Memorandum of Understanding); and
- (d) ensure that the Committee's vision and activities take into consideration the conclusions of the global development plan for the English linguistic minority communities in the areas the areas of human resource development and community economic development which, at the time of signing this Memorandum of Understanding, is currently under development by QCGN;

Now, therefore, CANADA, the TABLE and the QCGN agree as follows:

### **Interpretation**

In this Memorandum of Understanding,

"Federal Signatories" means the Minister of Human Resources Development, the Minister of Agriculture and Agri-Food, the Minister of Industry, the Minister of Canadian Heritage, the President of the Treasury Board, the Minister of Fisheries and Oceans, the Secretary of State responsible for the Economic Development Canada Agency for the Quebec Regions, and those federal government departments and agencies that subsequently agree under section 14 of this Memorandum of Understanding to participate in the cooperation arrangements established herein;

"Committee" means the National Human Resources Development Committee for the English Linguistic Minority Community established under the 1998 MOU as a mechanism for mutual cooperation in activities aimed at enhancing the vitality of the English linguistic minority communities in Quebec and supporting their development, as continued under, and modified by, this Memorandum of Understanding in the areas of human resource and community economic development;

"1998 MOU" means the Memorandum of Understanding signed between CANADA and QCGN on May 29, 1998;

"QCGN" means the Quebec Community Groups Network, an organization composed of the groups listed in Appendix B to this Memorandum of Understanding;

"TABLE" means the Community Table of the National Human Resources Development Committee for the English Linguistic Minority, a corporation without share capital duly incorporated under Part II of the *Canada Corporations Act*.

### **Replacement of 1998 MOU**

1. CANADA and QCGN agree to terminate the 1998 MOU.

### **Purpose of the Memorandum of Understanding**

2. The purpose of this Memorandum of Understanding is to set out the understanding of CANADA and the TABLE regarding

- (a) the principles that will guide their cooperation in enhancing the vitality of the English linguistic minority communities in Quebec and supporting their development in the areas of human resource and community economic development; and
- (b) the continuation and expanded composition and mandate of the Committee.

### **Principles of Cooperation**

3. CANADA and the TABLE agree that the following principles will guide their cooperation in enhancing the vitality of the English linguistic minority communities in Quebec and supporting their development in the areas of human resources and community economic development:

(a) pursuant to section 41 of the *Official Languages Act*, the Federal Signatories are committed to enhancing in all areas within their respective mandates the vitality of the French and English linguistic minority communities in Canada and supporting and assisting their development in the areas of human resource and community economic development, as well as fostering the full recognition and use of both English and French in Canadian society;

(b) the Federal Signatories are committed to keeping communication lines open with the English linguistic minority communities in Quebec in order to foster partnerships in areas of concern to the communities and to find appropriate solutions;

(c) the Federal Signatories share the vision of the Committee with regard to the importance of linking human resources development with community economic development using a community capacity building approach;

(d) the Federal Signatories and the English linguistic minority communities in Quebec consider leadership in the broader English linguistic minority community essential in developing new human resource development strategies, in order to foster the economic development of the communities;

(e) the Federal Signatories are committed to contributing to the development and enhanced vitality of the English linguistic minority communities in Quebec in the areas of human resource and community economic development by seeking their equitable participation in the programs and services within their respective organizations' mandates, insofar as the communities request participation in these programs and services.

### **Composition of Committee**

4. CANADA and the TABLE agree that the Committee shall continue and be composed of representatives of the English linguistic minority communities in Quebec that are represented by the TABLE and representatives of each of the Federal Signatories. It is understood that the members representing the English linguistic minority communities are to come from different regions and sectors of the province of Quebec. It is further understood that the members representing the English linguistic minority communities can come from organizations that are members of QCGN as well as from non-member organizations and individuals with an interest in the mandate of the Committee.

5. The TABLE recognizes the need to be more inclusive with respect to representation from the broader English speaking community on its Board of Directors. It undertakes to consult with QCGN within 60 days of the signing of the present Memorandum of Understanding to determine measures to broaden the English linguistic representation to sit on its Board of Directors as voting delegates above and beyond the number of voting delegates designated by the Community Economic Development and Employability Committees, and this by October 31st, 2002.

### **Mandate of Committee**

#### *General*

6. CANADA, the TABLE and the QCGN agree that the mandate of the Committee shall be to provide advice on the policies, programs and services of each of the Federal Signatories in the areas of human resource and community economic development. The advice shall be aimed at fostering the development and enhanced vitality of the English linguistic minority communities in Quebec in the areas of human resource and community economic development. To this end, the Committee will perform a number of functions: coordination, information, liaison and research and development. The objective of these functions is:

(i) to improve access to programs and services within a decentralized structure through facilitation of the multi-directional dissemination of publicly available information relating to the activities of the Federal Signatories and the equitable participation of the English linguistic minority communities in Quebec in their planning processes;

(ii) to foster the constant improvement of the coordination of activities within the Federal Signatories to facilitate and thus support the activities of the English linguistic minority communities in Quebec in the areas of human resource development and the economic development of their communities.

#### *Coordination Function*

7. The Committee's coordination function consists of the following activities:

(a) Providing the Federal Signatories, through their respective deputy ministers or equivalent, with advice on programs, policies and services to meet the needs of the English linguistic minority communities in Quebec in the areas of human resource and community economic development;

(b) Facilitating the coordination of local, regional and national projects and initiatives aimed at human resource development and the economic development of the English linguistic minority communities in Quebec; and

(c) Supporting the activities of community-based groups to promote concerted action in the areas of human resource development and community economic development in the English linguistic minority communities in Quebec.

#### *Information Function*

8. The Committee's information function consists of the following activities:

(a) Facilitating the multi-directional exchange of publicly available information on human resource and community economic development, innovative projects and initiatives and various actions in related areas;

(b) Identifying and informing the English linguistic minority community-based groups about available programs and services of the Federal Signatories in the areas of human resource and community economic development;

(c) Identifying and informing the Federal Signatories about the needs of the English linguistic minority communities in Quebec in the areas of human resource and community economic development and about the possibilities for harmonizing the various federal programs that could impact on those communities; and

(d) Overseeing implementation of a system documenting the key activities undertaken by the Federal Signatories and the English linguistic minority community-based groups, in the areas of human resource and community economic development to foster improved information sharing and to assess the impact of these activities on human resource development and the economic development of the communities.

### *Liaison Function*

9. The Committee's liaison function consists of facilitating liaison between English linguistic minority community-based groups and the Federal Signatories, and between these same English linguistic minority community-based groups and economic partners outside the communities.

### *Research and Development Function*

10. The Committee's research and development function consists of the following activities:

(a) Initiating requests for research and development in the areas of human resource and community economic development; and

(b) Sharing publicly available information on studies, analyses and assessments of the state of human resource development and economic development to ensure judicious, effective action at the national, regional and local levels, thereby increasing opportunities for human resource development and community economic development, and to assess the economic impact of that action.

### **Monitoring of Programs provided by Quebec under Canada/Quebec Labour Market Development Agreement**

11. The *Employment Insurance (EI) Act* requires the Canada Employment Insurance Commission (the "Commission") to monitor and assess the effectiveness of assistance provided under the *EI Act*, including assistance provided pursuant to Part II of the *EI Act*. The Minister of Human Resources Development will ask the Commission to monitor and assess the impact on the English linguistic minority communities in Quebec of the financial assistance provided to the Quebec government under the Canada/Quebec Labour Market Development Agreement entered into under Part II of the *EI Act*. This monitoring and assessment may include formal consultations with the broader English linguistic minority communities.

### **Implementation of Ad Hoc Activities by Federal Signatories**

12. The Federal Signatories, within the areas of human resource and community economic development respective mandates, may participate in the implementation of *ad hoc* activities flowing from the strategic plan endorsed by the Committee. These activities could include providing human, physical and other resources the Federal Signatories deem appropriate.

13. It is understood that the functioning and appropriateness of any such *ad hoc* activities undertaken by the Federal Signatories may periodically be assessed. If deemed necessary, the Committee may also seek the participation of other partners in the assessment.

## **Committee Secretariat Services Support**

14. The Department of Human Resources Development will provide the Committee with secretariat services to enable the Committee to carry out its mandate.

## **Process for Adding and Withdrawing Federal Signatories**

15. The cooperation arrangements with the TABLE established under this Memorandum of Understanding are open to all federal government departments and agencies. Any other federal government department or agency may commit to participate in the cooperative arrangements and become a Federal Signatory by signing this Memorandum of Understanding in counterpart. Any Federal Signatory may withdraw from this Memorandum of Understanding by providing notice in writing to the TABLE and the other Federal Signatories.

## **Amendments and Review**

16. This Memorandum of Understanding may be amended from time to time by CANADA and the TABLE. No amendment shall be valid unless it is in writing and signed on behalf of CANADA by all the Federal Signatories and by the TABLE by its duly authorized representative. The TABLE, prior to agreeing to any amendment, will consult with QCGN.

17. This Memorandum of Understanding may be reviewed by CANADA and the TABLE at any time.

## **Termination**

18. Either party may terminate this Memorandum of Understanding on not less than 60 days written notice of intention to terminate. Any notice on behalf of CANADA will be given by the Minister of Human Resources Development.

## **Coming into Effect**

19. This Memorandum of Understanding shall come into effect on the date the last signature of the signatories below is affixed to it.

## **Counterparts**

20. This Memorandum of Understanding may be signed in separate counterparts, each of which when signed and delivered will be an original. All counterparts may be delivered by fax transmission and that transmission shall be construed as an original.

**English and French Versions**

21. This Memorandum of Understanding has been made in both official languages. The English and French versions are equally authoritative.

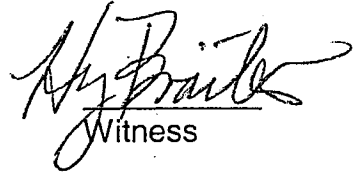
This Memorandum of Understanding has been signed on behalf of CANADA by the following persons representing the Federal Signatories:

For the Minister of Human Resources Development



Wayne G. Wouters  
Deputy Minister  
Human Resources Development Canada

\_\_\_\_\_ Date

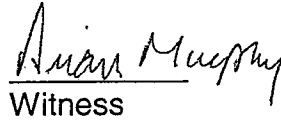
  
Witness

For the Minister of Agriculture and Agri-Food



Diane Vincent  
Associate Deputy Minister  
Agriculture and Agri-Food Canada

\_\_\_\_\_ Date

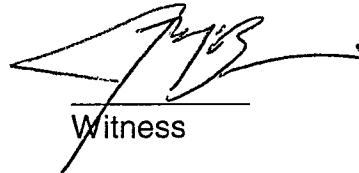
  
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For the Minister of Industry




Pierre Reid  
Associate Deputy Minister  
Industry Canada

24-05-2022  
Date

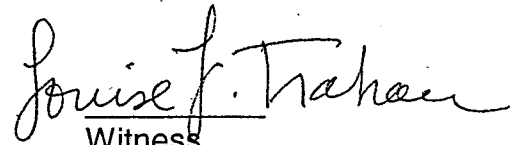
  
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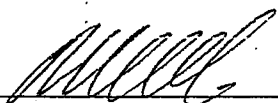
For the Minister of Canadian Heritage

  
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Judith A. LaRocque  
Deputy Minister  
Canadian Heritage

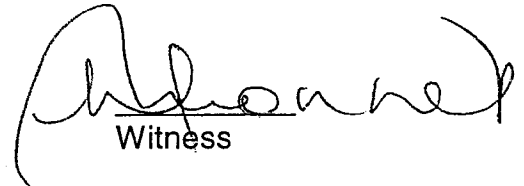
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Date

  
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Witness

For the President of the Treasury Board

  
\_\_\_\_\_  
Jim Judd  
Secretary of the Treasury Board  
and Comptroller General of Canada

28.05.02  
\_\_\_\_\_  
Date

  
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Witness

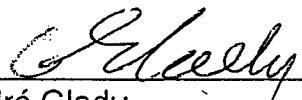
For the Minister of Fisheries and Oceans

\_\_\_\_\_  
Peter Harrison  
Deputy Minister  
Fisheries and Oceans Canada

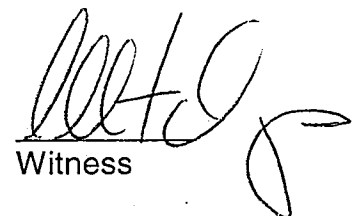
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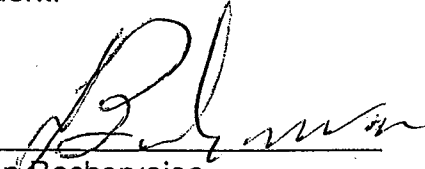
For the Secretary of State for the Economic Development Agency of Canada for the  
Regions of Quebec.

  
\_\_\_\_\_  
André Gladu  
Deputy Minister  
Economic Development Agency of  
Canada for the Regions of Quebec

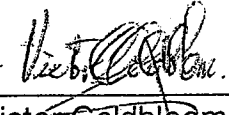
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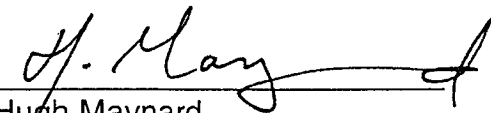
This Memorandum of Understanding has been signed on behalf of the TABLE by its President.

  
\_\_\_\_\_  
Lynden Bechervaise  
President

May 28, 2002  
Date

  
\_\_\_\_\_  
Victor Goldbloom  
Witness

This Memorandum of Understanding has been signed on behalf of QCGN by its Chairman.

  
\_\_\_\_\_  
Hugh Maynard  
Chairman

28/05/02  
Date

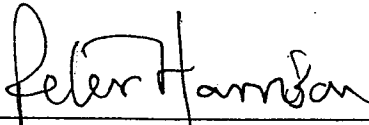
For the President of the Treasury Board

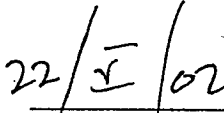
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Jim Judd  
Secretary of the Treasury Board  
and Comptroller General of Canada

~~\_\_\_\_\_~~  
Date

~~\_\_\_\_\_~~  
Witness

For the Minister of Fisheries and Oceans

  
Peter Harrison  
Deputy Minister  
Fisheries and Oceans Canada

  
Date

  
Witness

For the Secretary of State for the Economic Development Agency of Canada for  
the Regions of Quebec

~~\_\_\_\_\_~~  
André Gladu  
Deputy Minister  
Economic Development Agency of  
Canada for the Regions of Quebec

~~\_\_\_\_\_~~  
Date

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Witness

## **APPENDIX A**

### **COMMUNITY TABLE**

#### **Community Capacity Building and Community Economic Development**

##### **Direction and Focus**

The Community Table, through its needs assessment completed in 1999, recognized the desire of community members to become more involved in their own community's development. This led to a focus for activities to be developed around the widely recognized concepts of Community Economic Development (CED) and Community Capacity Building (CCB). Both these concepts have become integral to the Strategic Plan of the original National Human Resources Development Committee for the English Linguistic Minority initiative and are the foundation to the Community Table's own Action Plans and all of its written documentation.

Community Capacity Building (CCB) is a continuous process that involves establishing and maintaining a supportive environment in order to develop an appropriate leadership base that will allow communities, through their members, to take responsibility for moving their community forward. In a real sense, through CCB, communities create the conditions for CED to take place.

Community Economic Development (CED) involves the mobilization of community residents and resources to take charge of their own social, cultural and community economic development. It involves a focus on the people of the community and building up their capacity through Community Capacity Building (CCB) to take charge of their own development. CED is community driven and has community ownership.

CED and CCB involve a commitment by community members to broaden out the leadership base and help communities acquire the tools necessary for them to plan, mobilize resources, move to action through a set of coherent and achievable objectives, and to assess their progress on an on-going basis.

Both CED and CCB are based upon the recognition that different segments of the community may have different capacities at any point in time, and that bringing people to achieve a high quality of life requires considerable patience and perseverance.

CED and CCB are also predicated upon the reality that socio-economic development involves the simultaneous actions of many different players, between whom there are few hierarchical linkages or linkages of authority. Thus, accepting CED as the favoured approach to the community's development implies the acceptance of working in concert with many different players, in the private, community and public sectors.

## APPENDIX B

The Quebec Community Groups Network is composed of the following groups:

Alliance Quebec  
Châteauguay Valley English-Speaking Peoples' Association  
Coasters Association  
Committee for Anglophone Social Action  
Community Association for Saguenay-Lac St Jean  
Community Health and Social Services Network  
Council for Anglophone Magdalen Islanders  
English-Speaking Catholic Council  
Heritage Lower St. Lawrence  
North Shore Community Association  
Outaouais Alliance  
Quebec Anglophone Heritage Network  
Quebec Association for Adult Learning  
Quebec Community Newspapers Association  
Quebec Drama Federation  
Quebec Farmers' Association  
Quebec Federation of Home and School Associations  
Quebec Young Farmers  
Townshippers' Association  
Voice of English-Speaking Quebec