

**Amendment n° 5 to the Agreement concerning  
Block Funding for the Kativik Regional Government**

**Between**      The **Kativik Regional Government**, constituted under Section 239 of the *Act respecting Northern Villages and the Kativik Regional Government* (R.S.Q., Chapter V-6.1), represented by its Chairperson, Ms. Maggie Emudluk, and by its Secretary, Ms. Ina Gordon

hereinafter referred to as “KRG”

**And**            The **Gouvernement du Québec**, represented by the ministre responsable des Affaires autochtones, Mr. Pierre Corbeil

Hereinafter referred to as “Québec”

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**PREAMBLE**

**Whereas** the Gouvernement du Québec and Kativik Regional Government signed, on March 31<sup>st</sup>, 2004, the *Agreement Concerning Block Funding for the Kativik Regional Government*, hereinafter the “Sivunirmut Agreement”;

**Whereas** Section 5 of the Sivunirmut Agreement provides that if, during its term, Québec wishes to transfer to the KRG the management of an existing program or measure, and if the KRG accepts the responsibility for delivering this measure or program according to the terms and conditions of the Sivunirmut Agreement, Appendix B of the latter and the funding of the KRG can be amended during the current financial year of the KRG or, at the latest, during the following financial year of the KRG, if such modifications occur after September 30<sup>th</sup>;

**Whereas** it is necessary to amend the mandate B.15 of Appendix B of the Sivunirmut Agreement in order to reflect the modifications brought to the normative framework of the *Regional Development Fund*;

**Whereas** the ministère des Transports (MTQ) and the KRG deem necessary to amend the mandate B.2 of Appendix B of the Sivunirmut Agreement in order to reflect the modifications to the total value of vehicles and mobile equipment for the northern airports due to the acquiring of new equipment for the Inukjuak airport;

**Whereas** Québec intends to create, at the beginning of 2009, the Parc national Kuururjuaq and the ministère du Développement durable, de l'Environnement et des Parcs (MDDEP) and the KRG are in favour of including into the Block Funding of the KRG the annual funding of one million one hundred thousand dollars (\$1,100,000) provided by the MDDEP for the operation of this park and this during the 2009-2010 fiscal year;

**Whereas** the ministère de l'Emploi et de la Solidarité sociale (MESS) intends to support the KRG for the setting up of services dedicated to youth in Nunavik and the MESS and the KRG are in favour of including into the Block Funding of the KRG the annual funding of six hundred twenty thousand dollars (\$620,000) provided by the MESS for providing these services and this from the first of April, 2008;

**Whereas** under section 80 of the *Act respecting parental insurance* (R.S.Q., Chapter A-29.001), the administration of the *Québec Parental Insurance Plan* (QPIP) is entrusted to the ministre de l'Emploi et de la Solidarité sociale;

**Whereas** the MESS and the KRG have agreed that the KRG will provide, as regard the QPIP, services to the population of the Kativik region on a recurrent basis;

**Whereas** the MESS and the KRG are in favour of including into the Block Funding of the KRG the annual funding of twenty six thousand six hundred eighty dollars (\$26,680) provided by the MESS for providing, to the population of the Kativik region, certain services related to the *Québec Parental Insurance Plan*, and this from the first of April, 2008;

**Whereas** the addition of new mandates to the Block Funding of the KRG needs to amend the first paragraph of Sub-section E of Section 6 of the Sivunirmut Agreement;

**Whereas** Section 11 of the Sivunirmut Agreement provides that the latter may be amended with the agreement of the Parties and, concerning Appendix B, with the agreement of the concerned departments or agencies.

**Therefore the Parties agree as follows:**

1. The amount of four million one hundred thirty-four thousand and one hundred twenty-two dollars (\$4,134,122) indicated in Section 6.1 of the mandate B.2 of the Sivunirmut Agreement is replaced by the amount of four million one hundred ninety three thousand and seven hundred thirty-six dollars (\$4,193,736).
2. The word “except” indicated on the fifth line of Section 2 f) of the mandate B.15 of Appendix B the Sivunirmut Agreement is replaced by the word “including”.
3. Section 4 of the Sivunirmut Agreement is amended again by:

- inserting the following paragraph after the fourth paragraph:

“Québec undertakes to add to the amount of the first paragraph:

- during the 2008-2009 fiscal year, six hundred twenty thousand dollars (\$620,000) for setting up of services dedicated to youth from 16 to 35 years of age in the Kativik Region and twenty-six thousand six hundred and eighty dollars (\$26,680) for providing, to the population of the Kativik region, certain services related to the *Québec Parental Insurance Plan*, both amounts planned by the ministère de l'Emploi et de la solidarité sociale;
- during the 2009-2010 fiscal year, one million one hundred thousand dollars (\$1,100,000) planned by the ministère du Développement durable, de l'Environnement et des Parcs for the operation of the Parc national Kuururjuaq.”;

- replacing the fifth paragraph by the following one:

“On January 1<sup>st</sup> 2009, and for the duration of the Agreement, the sum obtained by adding the amounts indicated in the first, second, third and fourth paragraphs, as well as the amounts of six hundred twenty thousand dollars (\$620,000) and twenty- six thousand six hundred and eighty dollars (\$26,680) indicated in the fifth paragraph and the amounts flowing from modifications to the block funding envelope according to the last paragraph of Section 5, shall be adjusted annually according to the formula described in Appendix D. On January, 2010, and for the duration of the Agreement, this sum, as well as the amount of one million one hundred thousand dollars (\$1,100,000) indicated in the fifth paragraph, shall be adjusted annually according to the formula described in Appendix D.”.

4. The first paragraph of Sub-section E of Section 6 of the Sivunirmut Agreement is replaced by the following one:

“The KRG must treat the Goods and Services Tax (GST) and Québec Sales Tax (QST) linked to the amount indicated in Section 4 and the mandates of Appendix B in compliance with the letter of interpretation issued by the ministère du Revenu du Québec dated November 27, 2003, amended on January 29, 2004, March 30, 2004, February 24, 2005, February 8, 2006 and

on August 28, 2008, and sent by the deputy minister of the ministère du Revenu du Québec.”.

5. Appendix B of the Sivunirmut Agreement is amended by adding the mandates described in the appendix of this Agreement, the addition of the mandate “Operation of the Parc national Kuururjuaq” being subject to the creation of this park by Québec.

In accordance with the letter of interpretation mentioned in Section 4 of this Agreement, the order in which the mandates of Appendix B of the Sivunirmut Agreement appear is as follows:

#### **Appendix B – Mandates and obligations of the KRG Part One**

Mandates provided within the context of services to be carried out for the government of Québec:

- |      |  |
|------|--|
| B.1  | Community reintegration officers   |
| B.2  | Northern airports – Operations and maintenance   |
| B.3  | Northern airports – Marking system   |
| B.4  | Wildlife protection assistants   |
| B.5  | Pingualuit Park operation  |
| B.6  | Development of parks   |
| B.7  | Income security  |
| B.8  | Manpower training and development services and measures adapted to the Kativik Region      |
| B.9  | Daycare centers – Management of the program and operation of childcare centers             |
| B.10 | Environment follow-up in the Northern villages of the Kativik Region                       |
| B.11 | Logistic support for guard services  |
| B.12 | Operation of the Parc national Kuururjuaq  |
| B.13 | Setting up of services dedicated to youth from 16 to 35 years of age in the Kativik Region |
| B.14 | Services to the population as the <i>Québec Parental Insurance Plan</i>                    |

#### **Appendix B – Mandates and obligations of the KRG Part Two**

Mandates for which the KRG receives a subsidy:

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|------|--|
| B.15 | General administration of the KRG, municipal mandates, land use planning and assistance to Northern villages |
| B.16 | Civil security and fire prevention   |
| B.17 | Regional recreational and sports units, and vacation camps   |
| B.18 | Regional Conference of Elected Officers  |
| B.19 | Local Development Center   |
| B.20 | Para-Transit services for the disabled and certain basic public transit services                             |

6. Section 9 of mandate B.5 of Appendix B of the Sivunirmut Agreement is amended by adding, on the second line, the word « written » after the word « authorization » .

7. Section 10 of mandate B.5 of Appendix B of the Sivunirmut Agreement is amended by adding the three followings paragraphs:

« In the case of subcontracting, the general civil liability insurance of the KRG shall cover the works done by the subcontractor or, otherwise, the KRG undertakes to provide, in the contract with the subcontractor, the obligation for the latter to purchase and maintain an insurance equivalent to the one provided for in this section.

The insurance policies, that a copy shall be sent to the MDDEP, shall include a provision mentioning that the policy cannot be cancelled or has its coverage reduced without giving a thirty (30) days' advance written notice to the MDDEP.

If the KRG does not take out and keep in force such an insurance, it shall be responsible for any claim concerned with this section up to an amount of five million dollars (\$5,000,000).”.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED TWO COPIES, IN FRENCH AND IN ENGLISH:

**For the Gouvernement du Québec:**

\_\_\_\_\_  
PIERRE CORBEIL,  
Ministre responsable des Affaires autochtones

Signed in \_\_\_\_\_ on \_\_\_\_\_

**For Kativik Regional Government:**

\_\_\_\_\_  
MAGGIE EMUDLUK,  
Chairperson

Signed in \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
INA GORDON,  
Secretary

Signed in \_\_\_\_\_ on \_\_\_\_\_

**APPENDIX**

## **B.12 OPERATION OF THE PARC NATIONAL KUURURJUAQ**

### **1. Description of the mandate**

In keeping with section 8.1.1 of the *Parks Act* (R.S.Q., c. P-9), the Minister of Sustainable Development, Environment and Parks (MDDEP) entrusts the Kativik Regional Government (KRG) with the management of operations, activities, and services of Parc national Kuururjuaq. To that effect, the minister delegates to the KRG the power to provide services, including maintenance services, and to organize activities necessary for the park's operations, both inside and outside the park, and in this latter case, subject to the applicable legal provisions. The MDDEP and the KRG undertake to sign an agreement (hereinafter Kuururjuaq Agreement), conferring on the KRG, pursuant to section 6 of the *Parks Act*, the power to do development, capital and maintenance work in the Parc national Kuururjuaq which are likely to maintain or improve the quality of the park and the power to do such works outside of the park if they are needed for its operation, and, in this last case, subject to the applicable legal provisions.

These powers must be exercised in accordance with the provisions of the *James Bay and Northern Québec Agreement* (hereinafter the JBNQA), the *Parks Act*, the *Parks Regulation* ([2000] G.O. 2, 4598, n° 838) and its subsequent amendments, the *Politique sur les parcs québécois* and the master plan of Parc national Kuururjuaq.

### **2. Definitions**

For the purposes of this mandate, unless the context indicates otherwise, the following definitions apply:

- a) "Inuit" or "Inuit beneficiary (ies)" means Inuit person (s) within the meaning of the *Act respecting Cree, Inuit and Naskapi Native persons* (R.S.Q., c. A-33.1);
- b) "park" designates Parc national Kuururjuaq;
- c) "territory" designates the territory of the park as well as the developments that are located outside of the park and described in the master plan of the park, and that are needed for its operation.

### **3. Budget for on-the-job training**

Funding provided under Section 4 of the Sivunirmut Agreement will cover on-the-job training of managers and employees assigned to park operations.

### **4. Obligations of the KRG**

The KRG shall:

- a) Provide services to manage the territory's operations, activities, and services that are related to the operation of the park;
- b) Provide and organize activities and services in keeping with the master plan of Parc national Kuururjuaq, which will be appended to the Kuururjuaq Agreement, and ensure routine park maintenance;
- c) Prepare an emergency measures plan for the park. This document will define the procedure that should be followed in situations in which the safety of visitors or employees, or the integrity of the natural environment or the facilities of the park may be jeopardized. This plan will specify the relevant information, the role of each stakeholder and the approach that should be followed for any situation requiring an emergency response. This plan will be submitted to the MDDEP for information 12 months after the creation of Parc national Kuururjuaq;
- d) Prepare an environmental and social monitoring plan, related to the creation of the park, its development and park attendance. This document

will specify the methods that will be used to monitor the environmental and social milieu following the application of the various measures to mitigate the impacts presented in the document entitled: “Étude d’impact sur l’environnement et le milieu social - Parc national Kuururjuaq” produced by the KRG in 2007. The application of the plan will make it possible to verify the effectiveness of the mitigation measures implemented and to take the necessary corrective actions, if any. This plan shall comply with the certificate of authorization issued, according to Section 201 of the *Environment Quality Act* (R.S.Q., chapter Q-2) by the MDDEP on April 9, 2008 (ref : 3215-18-03) and will be submitted to the MDDEP for approval 12 months after the creation of Parc national Kuururjuaq;

- e) Prepare a business plan. This business plan must cover a period of at least three years and will be submitted to the harmonization committee, created under Section 7 of this mandate, for comments. It must include:
- A tourism development plan. The objective of this tourism development plan is to showcase the natural and cultural sites while maximizing the potential economic spin-offs for the park’s region, including the Northern Village of Kangiqsualujjuaq. This plan will be submitted to the MDDEP for information 2 years after the creation of Parc national Kuururjuaq.
  - A marketing and communication plan for the park. This plan will specify the actions that will be taken to attract visitors to the park from the Northern Village of Kangiqsualujjuaq as well as the media that will be used. It will also specify the means that will be put in place to describe the park, the manner in which visitors should plan their stay and the potential dangers that they may encounter. This plan will be submitted to the MDDEP for information 12 months after the creation of Parc national Kuururjuaq.
  - A tourism guide for Parc national Kuururjuaq allowing visitors to identify the park’s boundaries including the activities and accommodation sectors. This guide will allow visitors to identify the park’s boundaries including the activities and accommodation sectors. It will also specify the services, the activities and the potentials offered by the Northern Village of Kangiqsualujjuaq and its surroundings. This plan will be submitted to the MDDEP for information 12 months after the creation of Parc national Kuururjuaq.
- f) Prepare a communication plan intended for the residents of the Northern Village of Kangiqsualujjuaq. The objective of this communication plan is to help the residents of the Northern Village of Kangiqsualujjuaq and of Nunavik develop and benefit from the tourism and other economic opportunities associated with the park. This plan will be submitted to the MDDEP for information 12 months after the creation of Parc national Kuururjuaq;
- g) Prepare a heritage conservation plan. This document comprises all aspects of the conservation of the natural and cultural heritage. It establishes realistic and measurable management objectives with a view to ensuring the conservation of the territory and the sustainability of the protected habitats. It includes the supervision of the developments, environmental management, the continuity of the acquisition of knowledge, the application of the rules pertaining to the environment and wildlife protection. This plan will be submitted to the MDDEP for information 18 months after the creation of Parc national Kuururjuaq;
- h) Prepare an education plan. This document is a planning tool intended first and foremost for the managers and employees of the KRG, more specifically for the person in charge of the park’s educational products and park wardens in charge of popularizing educational messages. This plan will be submitted to the MDDEP for information 18 months after the creation of Parc national Kuururjuaq;



- i) Prepare in collaboration with the MDDEP, a comprehensive training plan for the managers and regular staff of the park. The documents and the courses related to this training will be offered either in French, in English or in Inuktitut according to training needs;
- j) Collect from any person who enters the park, travels within the park, stays or practices an activity there, with the exception of Inuit beneficiaries of the JBNQA who are exercising their harvesting right in accordance with *An Act respecting hunting and fishing rights in the James Bay and New Québec territories* (R.S.Q., c. D-13.1), the fees stipulated in the *Parks Regulation* or its future amendments. The collected fees will go to the KRG;
- k) give priority to the Inuit in the fulfillment of the obligations listed in paragraphs a) and b) of this section;
- l) collaborate with the Inuit cultural entities of the Kativik region to identify the sites and places within the park that can benefit from a name appropriate to the Inuit culture of the Kativik region, with a view to submitting the information to the appropriate authorities;
- m) provide to the MDDEP, in French, all texts, reports, documents and works related to this mandate.

## 5. **Obligations of the MDDEP**

The MDDEP shall:

- a) Provide the KRG with the master plan of Parc national Kuururjuaq and any alterations or substitutions to it: this plan will therefore be appended to the Kuururjuaq Agreement to be an integral part thereof;
- b) Provide to the KRG, according to its possibilities, any technical assistance that the MDDEP can make available and related to implementing this mandate;
- c) Assume all expenses, including notably legal expenses and any convictions related to implementing the present mandate, over and above any sums of money or expenses covered by insurance policies mentioned in the present mandate;
- d) Work with Inuit cultural entities of the Kativik Region to identify the sites and places within the park which could be attributed a name appropriate to the Inuit culture of the Kativik Region, with a view to submitting the information to the appropriate authorities.

## 6. **Representatives**

The MDDEP designates the directeur du Service des parcs de la Direction du patrimoine écologique et des parcs as its official representative for the purposes of the application of this mandate and the Kuururjuaq Agreement. The KRG designates its director of the Service des ressources renouvelables, de l'environnement et de l'aménagement du territoire, or any other person designated by said director, as its official representative for the purposes of the application of this mandate and the Kuururjuaq Agreement. If one of the Parties needs to replace a representative, this party will find a replacement as soon as possible and notify the other party in writing.

## 7. **Harmonization committee**

A harmonization committee will be set up at the date of the entry into force of this mandate to ensure its implementation and to provide the KRG, the MDDEP and Makivik Corporation with all appropriate advice for the development of the park.

The committee is composed of two representatives from the MDDEP, two representatives from the KRG, two representatives from the Northern Village of Kangiqsualujjuaq, two representatives from the Qiniqtiq landholding corporation of Kangiqsualujjuaq, one representative from the Epigituk landholding corporation of Killiniq and one local representative from Makivik Corporation. If necessary, resource persons can be invited to the meetings of the harmonization committee.

The committee will meet when necessary or, as far as possible, once every six (6) months and will periodically report to the MDDEP, to the KRG, and to Makivik Corporation on results and difficulties encountered in implementing the Kuururjuaq Agreement and this mandate. It will give its opinion to the MDDEP, to the KRG, and to Makivik Corporation when a disagreement or legal dispute arises or when requests are made to alter the Kuururjuaq Agreement and this mandate. The committee shall also set up an exchange forum in order to avoid conflicts between the activities related to the harvesting right as defined in section 24 of the JBNQA and the activities related to the operation of the park.

Committee meetings will be held on the territory of the Northern Village of Kangiqsualujjuaq and at least once a year the meeting will be public.

Expenses for committee meetings will be paid for from the funds of the Sivunirmut Agreement, except for the accommodation and meal expenses of MDDEP representatives.

#### **8. Transfer and subcontracting**

The rights and obligations in the present mandate cannot be transferred, sold, or otherwise re-assigned without the written authorization from the MDDEP. The KRG can hire subcontractors to carry out the present mandate but it remains responsible for the rights and obligations contained therein.

#### **9. Insurance**

The KRG will take out and keep in force throughout the duration of the present mandate a general civil party liability insurance policy for any claims, bodily injuries, deaths, or property damages and events incurred on the territory. The coverage will amount to at least five million dollars (\$5,000,000) for cases for which the MDDEP and the KRG could be held liable either individually or collectively.

In the case of subcontracting, the general civil liability insurance of the KRG shall cover the works done by the subcontractor or, otherwise, the KRG undertakes to provide, in the contract with the subcontractor, the obligation for the latter to purchase and maintain an insurance equivalent to the one provided for in this section.

The insurance policies, that a copy shall be sent to the MDDEP, shall include a provision mentioning that the policy cannot be cancelled or has its coverage reduced without giving a thirty (30) days' advance written notice to the MDDEP.

If the KRG does not take out and keep in force such an insurance, it shall be responsible for any claim concerned with this section up to an amount of five million dollars (\$5,000,000).

## **B.13 SETTING UP OF SERVICES DEDICATED TO YOUTH FROM 16 TO 35 YEARS OF AGE IN THE KATIVIK REGION**

### **1. Mandate and obligations of the Kativik Regional Government (KRG)**

- a) The KRG has been mandated to set up services dedicated to young people from 16 to 35 years of age and must meet the following objectives:
- Establish a service and referral centre for young adults (16-35 years of age) in the Kativik region, whatever their economic situation;
  - Offer a range of services adapted to the reality of each community with a view to assisting young adults in the successful integration of the work market or in the return to school;
  - Facilitate access to government programs intended for young adults.
- b) The KRG must set up services that are inspired by those offered by the “carrefours jeunesse-emploi”, i.e. promote accessibility to employability development, assistance to salaried job and self-employment, entrepreneurship services and return to school for the benefit of young adults and be active in the following activity sectors:
- Welcome, information and referrals: information provided to young adults on the available services, further training for manpower, school and vocational information, youth programs;
  - Training-related activities: consolidation of knowledge and development of skills by young adults – preparatory training for employment or for returning to studies, school support, training periods in a vocational setting, job search, managing a business, etc.;
  - Assistance and coaching services: assistance and advice during job search efforts, educational and vocational orientation, self-employed work, support for perseverance in the efforts, etc.;
  - Coordination and dialogue activities related to the intervention with young people and analysis of youth-related problems in the Kativik region.
- c) The annual activity report (January 1<sup>st</sup> to December 31<sup>st</sup>) submitted by the KRG regarding the mandate it has in relation to the setting up of services dedicated to young people shall include the results obtained in terms of:
- Number of participants during the year;
  - Number of participants carrying on steps undertaken during a previous year;
  - Number of participants having integrated or reintegrated a job;
  - Number of participants whose job has been preserved;
  - Number of participants having returned to studies;
  - Number of participants who have continued their studies.

### **2. Visibility**

The KRG agrees to publicly recognize Québec’s role for the financial assistance provided within the context of this mandate. More precisely, the KRG will have the obligation of recognizing publicly Québec’s role in its communication activities, publications and advertisements, press releases, as well as in its electronic transmissions related to the services dedicated to youth and to the financial assistance of Emploi-Québec, pursuant to the visual identification program of the Government of Québec.

### **3. Obligations of Emploi-Québec**

For its part, Emploi-Québec undertakes to provide logistical support at the request of the KRG by providing the relevant documentation normally used for the setting up of a “carrefour jeunesse-emploi”.

## **B.14 SERVICES TO THE POPULATION AS REGARD THE QUÉBEC PARENTAL INSURANCE PLAN (QPIP)**

### **1. PURPOSE**

The purpose of this mandate is to ensure the population of the Kativik Region certain services related to QPIP.

The ministre de l'Emploi et de la Solidarité sociale entrusts the Kativik Regional Government (KRG) with the mandate of providing on a regular basis the services described in section 3.1 and the KRG accepts said mandate.

### **2. OBLIGATIONS OF THE MINISTÈRE DE L'EMPLOI ET DE LA SOLIDARITÉ SOCIALE (MESS)**

#### **2.1 Documentation**

The MESS undertakes to provide the KRG with the necessary documentation to deliver the services described in section 3.1 of this mandate pertaining to the QPIP, and as the case may be, the relevant updates to this documentation.

#### **2.2 Training and support**

The MESS undertakes to provide KRG staff, as needed, with the requisite training and information allowing staff members to offer the population of the Kativik Region the services described in this mandate.

The technical support, training and documentation provided by the MESS will be available in French and English, but in the latter case, in accordance with the language policy of the MESS.

### **3. OBLIGATIONS OF THE KRG**

#### **3.1 Services offered**

The KRG will provide the population of the Kativik Region with the following services:

- a) offer assistance to parental insurance beneficiaries to complete all the necessary forms pertaining to the initial application for parental insurance benefits in the case where such assistance is required and with the beneficiary's consent, send the completed forms to the office designated by the MESS;
- b) serve as an intermediary with the MESS for every request for information about parental insurance, with the beneficiary's consent;
- c) provide general information, distribute QPIP forms and, if necessary, determine which documents are required from the beneficiary, photocopy and certify them.

#### **3.2 Confidentiality**

- a) All of the data and information collected by the KRG under the present mandate are confidential and shall be treated as such. These data and information shall remain the property of the ministre de l'Emploi, de la Solidarité sociale et de la Famille, hereinafter the 'Minister', and must not be used by the KRG for purposes other than the performance of the present mandate;
- b) The KRG agrees that neither it nor its employees will disclose, without being duly authorized to do so by the Minister, the data and information collected within the context of the performance of the present mandate;

- c) The KRG undertakes to take the necessary steps to ensure that each of the persons assigned to the performance of the present mandate certifies that no data or information obtained following his or her assignment to the performance of this mandate will be disclosed or brought to the knowledge of anyone whomsoever and that he or she will not use this information for his or her personal benefit;
- d) The KRG is responsible for any damage that may ensue from the failure to respect the confidential nature of the information in its possession. In this capacity, the KRG answers for all its employees, representatives or directors;
- e) Without limiting the scope of the foregoing, pursuant to Section 67.2 of the *Act respecting access to documents held by public bodies and the protection of personal information* (R.S.Q., c. A-2.1), the KRG recognizes the confidential nature of the personal information to which it will have access and consequently:
  - i. recognizes that it has read Sections 53, 54, 59 subsection 8), 64, 65, 67.2, 67.3, 71, 72, 73, 76, 124, 127 and 128 of that Act;
  - ii. undertakes to apply and distribute among its staff the planned security rules and any other additional step that might prove necessary to ensure the confidential nature of this personal information;
  - iii. undertakes to have signed by each of its employees assigned to the performance of this mandate, a confidentiality commitment and to make sure that this commitment is respected ; it also undertakes to remit to the Minister said confidentiality commitments;
  - iv. undertakes to immediately notify the Minister of any failure to respect the security measures and any event that may jeopardize the confidential nature of this personal information, as soon as it becomes aware of this fact;
  - v. undertakes to not keep any of this information at the end of its mandate in any form whatsoever.
- f) The KRG undertakes to indemnify, protect and take up the defense of the Minister against any recourses, claims, petitions and lawsuits initiated by any person for any cause or reason relating to the protection of personal information held by the Minister and, in particular, without restricting the general nature of the foregoing against any recourse, claim, petition or lawsuit by reason of the use by the KRG of this information for purposes other than those stipulated in the present mandate.

#### **4. FOLLOW-UP ON THE MANDATE AND REPRESENTATIVES OF THE PARTIES**

The follow-up on this mandate is ensured by the following representatives:

For the KRG: Director of the Department of Employment and training, income security, childcare service

For the MESS: Assistant Director General of the QPIP

If it becomes necessary to replace the representative of a party, said party shall notify the other party in writing.