

**CANADA–QUEBEC AGREEMENT ON WOMEN’S SHELTERS AND  
ORGANIZATIONS IN SUPPORT OF VICTIMS OF SEXUAL AND DOMESTIC  
VIOLENCE IN QUEBEC IN RESPONSE TO THE COVID-19 PANDEMIC**

**BETWEEN:**           **THE GOVERNMENT OF CANADA**, represented by the  
Minister for Women and Gender Equality (hereinafter  
“Canada”)

**AND:**               **THE GOVERNMENT OF QUEBEC**, represented by the  
Minister responsible for the Status of Women and the Minister  
responsible for Canadian Relations and the Canadian  
Francophonie (hereinafter “Quebec”)

**PREAMBLE**

**WHEREAS** the powers, duties and functions of the Minister for Women and Gender Equality include the advancement of equality, including social, economic and political equality, with respect to sex, sexual orientation, and gender identity or expression;

**WHEREAS** the mandate of the Secrétariat à la condition féminine is primarily to foster women’s social, civic, economic and professional contribution to Quebec’s development and to promote women’s rights and true equality between women and men;

**WHEREAS** Canada’s COVID-19 Economic Response Plan includes financial support for women’s shelters and sexual assault centres;

**WHEREAS** the Government of Quebec has announced one-time funding to meet the increased needs of organizations and shelters for women victims of domestic violence and abused women experiencing multiple social problems;

**WHEREAS** Quebec has its own network of shelters and organizations in support of victims of sexual and domestic violence and abused women, provides a large portion of their funding and will continue to deliver services to vulnerable women in response to COVID-19;

**WHEREAS** Canada wishes to enhance this financial assistance provided by Quebec through a transfer of funds to Quebec for financial support for women’s shelters and organizations in support of victims of sexual and domestic violence under Canada’s COVID-19 Economic Response Plan;

**AND WHEREAS** the *Department for Women and Gender Equality Act* authorizes the federal Minister to make grants and contributions, in accordance with the terms and conditions approved by the Treasury Board, to support programs undertaken by the Minister.

## **1. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to support women's shelters and organizations in support of victims of sexual and domestic violence during the exceptional circumstances caused by the COVID-19 pandemic by agreeing on the term of payment of federal funding intended for these organizations.

## **2. DEFINITION**

The following expression, used in the Agreement, shall have the scope defined below:

"Agreement" shall mean the Canada–Quebec agreement on women's shelters and organizations in support of victims of sexual and domestic violence in Quebec during the exceptional circumstances caused by the COVID-19 pandemic (hereinafter referred to as "organizations").

## **3. DURATION OF AGREEMENT**

The Agreement shall take effect upon final signature and shall end on March 31, 2021.

## **4. CONTRIBUTION AND CONDITIONS**

Canada shall pay Quebec six million four hundred sixty thousand dollars (\$6,460,000) within fourteen days of the date of the last signature of this Agreement.

## **5. USE OF FUNDS AS CONTRIBUTION**

Given that Quebec is already providing additional funding to women's shelters and organizations in support of victims of sexual and domestic violence in Quebec who have increased needs in the context of the pandemic caused by COVID-19, Quebec shall use the contribution paid under this Agreement to fund additional direct services to these organizations.

Additional direct services shall include all expenses related to activities considered essential to maintaining the sustainability of organizations during the exceptional circumstances caused by the COVID-19 pandemic, including:

- emergency preparedness;
- enhanced safety in agency facilities (for example, the acquisition of protective equipment); and
- capacity support for organizations to continue to provide necessary activities, programs and services while meeting growing demands.

Expenses for the renovation and construction of buildings shall not be included in additional services, nor shall expenses for activities that take place outside Canada or that deal with a related matter abroad.

Quebec may not submit expenses related to the distribution of funds to eligible organizations as part of the contribution provided under this Agreement.

## **6. VISIBILITY AND PUBLIC COMMUNICATIONS**

### **JOINT COMMUNICATIONS**

The Parties shall designate communications contacts responsible for implementing coordinated communications to the public.

All public communications, including, but not limited to, speeches, press releases, public announcements and websites of the Parties related to the Agreement shall be approved by both Parties and shall acknowledge Canada's financial contribution.

### **INDIVIDUAL COMMUNICATIONS**

Notwithstanding the subsections pertaining to joint communications in this section, the Parties shall retain the right to fulfill their respective obligations to provide Canadians with information on this Agreement and on the use of funds through their own communication activities.

## **7. REPORTS**

Quebec shall follow its own policies and procedures to assess and manage the manner in which organizations use federal funds to ensure transparency, impartiality and fairness.

Quebec shall provide Canada with a preliminary list of organizations supported during the period covered by this Agreement and the amount granted to each organization in a progress report produced not later than 30 days after the signing of the Agreement (or by May 15, 2020).

Quebec shall submit public reports to Canada compliant with Quebec accounting practices, that is, an interim progress report no later than 30 days after the signing of the Agreement (or by May 15, 2020) and a final report no later than March 31, 2021. These reports shall describe how the federal funds were spent and how they helped organizations provide services during the COVID-19 crisis. These reports shall also include the objectives and indicators produced by Quebec, including the number of recipient organizations. Quebec agrees to Canada distributing these reports.

## **8. DISPUTE RESOLUTION**

Canada and Quebec shall commit to working together and avoiding disputes by sharing information between governments, providing advance notice, holding timely consultations, and engaging in discussions and clarifications to resolve issues as soon as they arise.

Should a dispute arise between the Parties with respect to the interpretation and/or implementation of any of the terms or conditions of this Agreement, either Party may notify the other of its concerns in writing. Upon receipt of such notice, Canada and Quebec shall seek to resolve the issue raised in a manner deemed appropriate by the designated officials.

In the event of a dispute that cannot be resolved by the designated officials, the matter shall be referred to, first, the Deputy Minister of the Department for Women and Gender Equality and the Associate Deputy Minister responsible for the Quebec Secrétariat à la Condition féminine and, second, the federal Minister for Women and Gender Equality and the Quebec Minister responsible for the Status of Women.

## **9. AMENDMENT OF THE AGREEMENT**

This Agreement may only be amended in writing, subject to mutual agreement between the two Parties.

## **10. GENERAL PROVISIONS**

This Agreement shall constitute the entire Agreement between the Parties relating to its subject matter.

It shall be interpreted in accordance with the laws in force in Quebec.

In the spirit of transparency and open government, Canada and Quebec shall make the entire Agreement, including any amendments, public by posting it on a respective website with the mention that the French version of the Agreement is the official version.

No member of the House of Commons or Senate of Canada or the National Assembly of Québec may be party to this Agreement, in whole or in part, a contract or a commission, nor derive any benefit from it.

If, for any reason, a provision of this Agreement that does not constitute a fundamental condition thereof is deemed to be void or unenforceable, in whole or in part, that provision shall be considered severable and shall be struck from this Agreement; however, all other terms and conditions thereof shall continue to be valid and enforceable.

## **11. NOTICE**

Any notice, information or document provided for in this Agreement shall be deemed effectively given if delivered or sent by letter, post or prepaid mail.

Any notice shall be considered delivered upon receipt and, except in the event of interruption in postal service, any notice sent by post shall be considered received eight calendar days after being sent.

Notices or communications addressed to Canada shall be sent to the following address:

Guyline Roy  
Deputy Minister  
Department for Women and Gender Equality  
22 Eddy  
Gatineau, Quebec  
J8X 2V6

Notices or communications addressed to Quebec shall be sent to the following address:

Catherine Ferembach  
Associate Deputy Minister  
Secrétariat à la Condition féminine  
905 Honoré-Mercier Avenue, 3rd Floor  
Québec, Quebec  
G1R 5M6

**SIGNATURES**

In witness whereof, the Parties have signed this Agreement,

SIGNED on behalf of Canada

SIGNED on behalf of Quebec

at.....

at.....

this..... day of.....2020.

this..... day of.....2020.

.....  
Maryam MONSEF  
Minister for Women and  
Gender Equality

.....  
Isabelle CHAREST  
Minister responsible for  
the Status of Women

.....  
Sonia LEBEL  
Minister responsible for Canadian  
Relations and the Canadian  
Francophonie