

# Revised Regulations of Québec 1981

VOLUME

1

A-1, r. 1  
to  
A-29.1, r. 1

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# REVISED REGULATIONS OF QUÉBEC

## VOLUME 1

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c. A-1, r.1

## **Regulation respecting the transportation of bees and apicultural material**

Bees Act

(R.S.Q., c. A-1, s. 14)

**1. Obligatory inspection :** No person may transport or cause to be transported from one place to another in Québec any bees or apicultural material, without previously having the apiary and the material to be transported inspected by an inspector appointed under the Bees Act (R.S.Q., c. A-1), and having obtained a pass to that effect signed by the inspector.

The pass shall be issued in the form authorized by the Minister of Agriculture, Fisheries and Food and shall be valid only for the time indicated by the inspector.

**2. Gratuitous service :** The aforementioned service shall be effected gratuitously, and the requests shall be addressed to the Ministère de l'Agriculture, des Pêcheries et de l'Alimentation, Apicultural Division, Gouvernement du Québec, Québec, or to an inspector appointed for the district wherein are situated the bees and the material to be transported.

**3. Limitation :** This Regulation shall not apply to a certified healthy apiary, in virtue of section 10 of the Bees Act.



c. A-2, r.1

## Regulation respecting noxious weeds

Agricultural Abuses Act  
(R.S.Q., c. A-2, s. 7)

**1.** The following plants are considered as noxious weeds when they grow in cultivated lands and pastureland :

English name	Scientific name
Velvetleaf	<i>Abutilon theophrasti</i>
Redroot pigweed	<i>Amaranthus retroflexus</i>
Common milkweed	<i>Asclepias syriaca</i>
Yellow rocket	<i>Barbarea vulgaris</i>
Spotted water-hemlock	<i>Cicuta maculata</i>
Wild carrot	<i>Daucus carota</i>
Hemp	<i>Cannabis sativa</i>
Canada thistle	<i>Cirsium arvense</i>
Nodding thistle	<i>Garduus nutans</i>
Lamb's-quarters	<i>Chenopodium album</i>
Oak-leaved goosefoot	<i>Chenopodium glaucum</i>
Poison hemlock	<i>Conium maculatum</i>
Dodders	<i>Cuscuta</i> spp.
Smooth Crab Grass	<i>Digitaria ischaemum</i>
Large Crab Grass	<i>Digitaria sanguinalis</i>
Barnyard Grass	<i>Echinochloa crusgalli</i>
Yellow Devil hawkweed	<i>Hieracium floribundum</i>
King Devil hawkweed	<i>Hieracium florentinum</i>
Orange hawkweed	<i>Hieracium aurantiacum</i>
Mouse-eared hawkweed	<i>Hieracium pilosella</i>
Yellow hawkweed	<i>Hieracium pratense</i>
Common hawkweed	<i>Hieracium vulgatum</i>
Cypress spurge	<i>Euphorbia cyparissias</i>
Sun spurge	<i>Euphorbia helioscopia</i>
Wild oats	<i>Avena fatua</i>
Eastern bracken	<i>Pteridium aquilinum</i>
Poison-ivy	<i>Rhus radicans</i>
Ragweeds	<i>Ambrosia</i> spp.
Sheep-laurel	<i>Kalmia angustifolia</i>
Perennial sou-thistle	<i>Sonchus arvensis</i>
Annual sow-thistle	<i>Sonchus oleraceus</i>
Field bindweed	<i>Convolvulus arvensis</i>
Indian-tobacco	<i>Lobelia inflata</i>
Ox-eye daisy	<i>Chrysanthemum leucanthemum</i>
Scent-less chamomile	<i>Matricaria maritima</i>
White sweet-clover	<i>Melilotus alba</i>
Yellow sweet-clover	<i>Melilotus officinalis</i>
St. John's-wort	<i>Hypericum perforatum</i>
Wild mustard	<i>Brassica kaber</i>
Bird rape	<i>Brassica campestris</i>
Foxtail barley	<i>Hordeum jubatum</i>
Hemp-nettle	<i>Galeopsis tetrahit</i>
Witch grass	<i>Panicum capillare</i>
Fall panicum	<i>Panicum dichotomiflorum</i>
Pale smartweed	<i>Polygonum lapathifolium</i>
Field horsetail	<i>Equisetum arvense</i>
Marsh horsetail	<i>Equisetum palustre</i>
Wild radish	<i>Raphanus raphanistrum</i>

Tall buttercup	<i>Ranunculus acris</i>
Creeping buttercup	<i>Ranunculus repens</i>
Fringed wild buckwheat	<i>Polygonum cilinode</i>
Pennsylvania smartweed	<i>Polygonum pensylvanicum</i>
Prostate knotweed	<i>Polygonum aviculare</i>
Wild buckwheat	<i>Polygonum convolvulus</i>
Lady's thumb	<i>Polygonum persicaria</i>
Marshpepper smartweed	<i>Polygonum hydropiper</i>
Arrowleaf tearthumb	<i>Polygonum sagittatum</i>
Green smartweed	<i>Polygonum scabrum</i>
Yellow foxtail	<i>Setaria glauca</i>
Green foxtail	<i>Setaria viridis</i>
Bladder campion	<i>Silene cucubalus</i>
Yellow nut sedge	<i>Cyperus esculentus</i>
Corn spurry	<i>Spergula arvensis</i>
Chickweed	<i>Stellaria media</i>
Stinkweed	<i>Thlaspi arvense</i>
Blueweed	<i>Echium vulgare</i>

**2.** The following plants are considered noxious weeds when they grow on the borders of roads, highways or streets, along railways, electrical energy transmission lines and ditches on farmlands, lands, vacant or unoccupied lots :

English name	Scientific name
Common mildweed	<i>Asclepias syriaca</i>
Burdocks	<i>Arctium</i> spp.
Spotted water-hemlock	<i>Cicuta maculata</i>
Wild carrot	<i>Daucus carota</i>
Hemp	<i>Cannabis sativa</i>
Canada thistle	<i>Cirsium arvense</i>
Nodding thistle	<i>Carduus nutans</i>
Quack grass	<i>Agropyron repens</i>
Poison Hemlock	<i>Conium maculatum</i>
Comfrey	<i>Symphytum officinale</i>
Common barberry	<i>Berberis vulgaris</i>
Cypress spurge	<i>Euphorbia cyparissias</i>
Sun spurge	<i>Euphorbia helioscopia</i>
Eastern bracken	<i>Pteridium aquilinum</i>
Poison-ivy	<i>Rhus radicans</i>
Ragweeds	<i>Ambrosia</i> spp.
Sheep-laurel	<i>Kalmia angustifolia</i>
Perennial sow-thistle	<i>Sonchus arvensis</i>
Field bindweed	<i>Convolvulus arvensis</i>
Indian-tobacco	<i>Lobelia inflata</i>
Ox-eye daisy	<i>Chrysanthemum leucanthemum</i>
White sweet-clover	<i>Melilotus alba</i>
Yellow sweet-clover	<i>Melilotus officinalis</i>
St. John's-wort	<i>Hypericum perforatum</i>
Foxtail barley	<i>Hordeum jubatum</i>
Nettles	<i>Urtica</i> spp.
Dandelion	<i>Taraxacum officinale</i>
Plantains	<i>Plantago</i> spp.
Field horsetail	<i>Equisetum arvense</i>
Marsh horsetail	<i>Equisetum palustre</i>
Tall buttercup	<i>Ranunculus acris</i>
Creeping buttercup	<i>Ranunculus repens</i>

Fringed wild buckwheat  
 Pennsylvania smartweed  
 Prostrate knotweed  
 Wild buckwheat  
 Lady's thumb  
 Marshpepper smartweed  
 Arrowleaf tearthumb  
 Green smartweed

*Polygonum cilinode*  
*Polygonum pensylvanicum*  
*Polygonum aviculare*  
*Polygonum convolvulus*  
*Polygonum persicaria*  
*Polygonum hydropiper*  
*Polygonum sagittatum*  
*Polygonum scabrum*

reimbursed by the council in the mode which may be determined by the latter.

**8.** Every machine used for threshing grain must be carefully cleaned in all its parts after each operation, as also the vehicles used in the transportation of such machines.

**3.** The following plants shall be considered as noxious weeds wherever found in the counties of Bonaventure, Gaspé-Nord, Gaspé-Sud, Matapédia, Rimouski, Matane, Rivière-du-Loup and Témiscouata :

English name	Scientific name
Common ragweed	<i>Ambrosia artemisiifolia</i> L.
Great ragweed	<i>Ambrosia trifida</i> L.
Perennial ragweed	<i>Ambrosia psilostachya</i> dc.

**4.** The forenames, name and address of the inspector or inspectors appointed by any municipal corporation must be transmitted to the Minister of Agriculture, Fisheries and Food within 8 days following such appointment.

**5.** Every inspector of noxious weeds is entitled to enter upon any property whatever in the exercise of his duties.

**6.** Any complaint respecting the non-execution of the Agricultural Abuses Act (R.S.Q., c. A-2) must be made to the municipal inspector or, if there be no result therefrom, the inspector general in the Ministère de l'Agriculture, des Pêcheries et de l'Alimentation.

**7.** The expenses incurred by the municipal inspector or general inspector to have the noxious weeds destroyed must be kept, presented and paid as follows :

(a) the inspector shall keep a separate account for each lot or land where his intervention has taken place. A detailed sworn statement shall be sent to the secretary-treasurer of the municipal corporation concerned, for each lot or land separately ;

(b) if the interested person considers that the account is excessive, he may appeal to the municipal council for revision within 30 days following the receipt of the account, and the council shall decide as a last resort the sum which must be paid ;

(c) the inspector shall present to the secretary-treasurer of the municipal corporation a detailed sworn statement of his personal expenses and other general costs incurred for the destruction of noxious weeds and shall be

O.C. 916-28, (1928) 60 O.G., 2278  
 O.C. 1537-35, (1935) 67 O.G., 2586  
 O.C. 1906-41, (1941) 73 O.G., 2358  
 O.C. 1168-44, (1944) 76 O.G., 1044  
 O.C. 1037-64, (1964) 96 O.G., 3197  
 O.C. 2439-77, (1977) 109 O.G.II, 3885





c. A-3, r.1

## **Regulation respecting skilled tradesmen**

Workmen's Compensation Act  
(R.S.Q., c. A-3, s. 124, par. f)

**1.** A skilled tradesman is considered to be a worker within the meaning of subparagraph i of paragraph q under subsection 1 of section 2 in the Workmen's Compensation Act (R.S.Q., c. A-3) if he carries out work for a person which is :

(a) within his normal line of activities in any industry he operates ; and

(b) within the normal line of activities of the person operating an industry, for whom he is carrying out the work.

**2.** This Regulation does not apply in cases where :

(a) services are exchanged, for remuneration or not, between 2 skilled tradesmen doing the same work in the same industry ;

(b) a skilled tradesman carries out work for different persons at the same time.



c. A-3, r.2

## Regulation respecting financial assistance

Workmen's Compensation Act  
(R.S.Q., c. A-3, ss. 56.1 and 124)

### DIVISION I INTERPRETATION AND SCOPE

**1.** In this Regulation, unless the context indicates otherwise, "accident victim" means a victim of an accident, an occupational disease or an aggravation within the meaning of the Workmen's Compensation Act (R.S.Q., c. A-3).

**2.** By making the necessary adjustments, this Regulation applies to workers within the meaning of the Act respecting indemnities for victims of asbestosis and silicosis in mines and quarries (R.S.Q., c. I-7), to victims within the meaning of the Crime Victims Compensation Act (R.S.Q., c. I-6) or to rescuers within the meaning of the Act to promote good citizenship (R.S.Q., c. C-20).

### DIVISION II FINANCIAL ASSISTANCE FOR THE PAYMENT OF CERTAIN EXPENSES INCURRED FOR THE REHABILITATION OF AN ACCIDENT VICTIM

**3.** (1) An accident victim who suffers from a disability resulting from an accident, an occupational disease or an aggravation may be reimbursed for the expenses incurred for his rehabilitation.

(2) The expenses shall include :

(a) the cost of training or re-education in an institution or on the job ;

(b) the purchase or adaptation of equipment or supplies ;

(c) the cost of occupational mobility for a period of search for and adjustment into employment, or for resettlement ;

(d) adaptation of the work station ;

(e) adaptation of a motor vehicle ;

(f) fees and expenses for professionals whose services are hired ;

(g) any other expense necessary, for the rehabilitation of an accident victim, taking into consideration the circumstances of each case.

**4.** (1) The accident victim shall obtain an authorization from the Commission de la santé et de la sécurité du travail in order to be reimbursed for his expenses.

(2) The authorization must be obtained upon presenting a written request to this effect to the Service de réadaptation sociale of the regional office concerned of the Commission.

**5.** The proposed solution shall be the most suitable one taking into consideration the residual capacities of the accident victim.

**6.** The Commission shall pay these expenses only upon presentation by the accident victim, of pertinent vouchers.

### DIVISION III FINANCIAL ASSISTANCE FOR ADAPTATION OF THE PLACE OF RESIDENCE

#### §1. Eligibility

**7.** Where an accident victim is obliged to stay in an establishment within the meaning of the Act respecting health services and social services (R.S.Q., c. S-5), due to a permanent disability, he may request to be granted financial assistance to adapt his principal residence to his needs, if such an assistance would permit him to leave the establishment.

**8.** The expenses that may be reimbursed for the adaptation of the place of residence are those allowing the accident victim :

(a) to enter and leave his place of residence a self-sufficient manner ;

(b) to have access, in a self-sufficient manner, to his belongings and to those conveniences of his residence necessary for the performance of the activities of daily living.

**9.** Before having any physical modifications made to his residence involving the technical and financial participation of the Commission, the accident victim must meet the following requirements :

(a) the work may only be undertaken upon the express authorization of the Commission as regards its nature and cost ;

(b) the accident victim must provide assurance that he intends to remain in the said place of residence for a period of at least 3 years ;

(c) the accident victim must obtain the required authorization permitting modifications to be made to his place of residence.

**10.** Section 4 shall apply to every application made under this Division.

*§2. Payment of financial assistance*

**11.** In order to determine the financial assistance that may be paid out under this Division, the Commission shall take into consideration :

(a) the physical condition of the accident victim ;

(b) the permanent disability resulting from the accident, occupational disease or aggravation ;

(c) the accessibility of the principal place of residence ;

(d) the structure of the principal place of residence ;

(e) the possibility that the accident victim will be able to look after himself ;

(f) the opinion of the attending physician and the practitioner of the Service de réadaptation sociale of the Commission ;

(g) the opinion of a person competent in housing planning or maintenance ;

(h) the extent of the necessary physical modifications required in relation to the goals set in section 8 ;

(i) an estimate of the costs furnished by at least 2 competent persons.

**12.** The financial assistance granted shall cover only the costs of the purchase of materials and equipment, and the labour engaged for the work of adapting the place of residence.

**13.** The Commission shall only pay these costs upon presentation, by the accident victim, of pertinent vouchers.



c. A-3, r.3

## Regulation respecting the Impairment Table

Workmen's Compensation Act  
(R.S.Q., c. A-3, s. 124)

### DIVISION I DEFINITIONS

**1.** In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

(a) "accident victim" : a victim of an accident or of an occupational disease within the meaning of the Workmen's Compensation Act (R.S.Q., c. A-3), the Act respecting indemnities for victims of asbestosis and silicosis in mines and quarries (R.S.Q., c. I-7), the Crime Victims Compensation Act (R.S.Q., c. I-6) and the Act to promote good citizenship (R.S.Q., c. C-20) ;

(b) "Commission" : the Commission de la santé et de la sécurité du travail ;

(c) "impairment" : the medically established sequelae of an injury that adversely affects the accident victim's physical or psychic integrity ;

(d) "Act" : the Workmen's Compensation Act (R.S.Q., c. A-3).

### DIVISION II GENERAL RULES

**2.** Subject to its specific application contemplated in sections 4 and 5, the table provided for in Schedule A only takes into account objective impairment as apart from the socio-occupational consequences the sequelae of the injury may entail for the accident victim.

The impairment evaluation takes into account :

- (a) the nature of the injury ;
- (b) the functional consequences of the injury ; and
- (c) the quality of the prosthesis or the orthosis.

**3.** Every impairment evaluation is made in accordance with the table provided for in Schedule A.

**4.** Where an accident victim has multiple injuries, the loss of his working capacity is evaluated by totaling the percentages of impairments resulting from these injuries ; however, the sum of the impairment rates may not exceed the value either of a segment, of a member or of the individual as a whole, as the case may be.

**5.** When an accident victim has injuries to symmetrical organs, the loss of his working capacity is evaluated by totaling the percentages of impairments resulting from each injury and by adding thereto the lowest of these percentages in order to constitute the total rate of permanent disability attributed to the accident victim.

When an accident victim is already handicapped because of a previous accident, a congenital disability or a pathological condition, the sequelae of the preexisting injury are evaluated exclusively for the purpose of the computation referred to in the first paragraph.

**6.** This Regulation applies to all accident victims whose disability results from an accident, or aggravation, that occurred on or after 20 December 1978.

### SCHEDULE A (ss. 2 and 3)

#### TABLE OF PERMANENT IMPAIRMENTS

##### TITLE I MUSCULO-SKELETAL SYSTEM EXCLUDING MAXILLO-FACIAL

###### (A) UPPER EXTREMITIES AND SCAPULA :

(a) INTER-SCAPULO-THORACIC  
DISARTICULATION : — 80%

(b) AMPUTATIONS, ARM AND  
FOREARM :  
(anatomic or physiological loss)  
— disarticulation at the shoulder and  
amputation near the shoulder where  
fitting of prosthetic device is difficult : — 70 to  
80%

— amputation at the middle third of the  
arm, disarticulation at the elbow or  
amputation near the elbow : — 60%

— amputation at the middle third of the  
forearm and disarticulation at the  
wrist : — 55%

(c) CLAVICLE AND SCAPULA :			ii. coronoid intra-articular fracture (without limitation) :	— 1%
— fracture without sequela :	— 0%		Other fractures will be evaluated according to the degree of functional sequelae.	
— fracture with deformity :	— 1 to 2%		— ankylosis :	
— complete sterno or acromio-clavicular dislocation with or without resection :	— 3%		i. total ankylosis in position of function between 60° and 110° :	— 20%
(d) HUMERUS :			ii. partial ankylosis at the final stage of functional recovery or recovery expected 12 months following the accident :	
— consolidated fracture with axial deviation of :			(A) extension limitation :	
i. 5° to 15° :	— 3%		between 10° and 20° :	— 2 to 5%
ii. more than 15° :	— 5%		between 20° and 45° :	— 5 to 8%
— consolidated fracture with shortening of :			(B) flexion limitation :	
i. 3 to 4 cm :	— 3%		between 90° and 110° :	— 2 to 5%
ii. more than 4 cm :	— 5%		(h) FOREARM :	
(e) SHOULDER (neutral position 0°; arm along the body) :			— consolidated fracture with important axial deviation :	— 3 to 5%
Articular and para-articular injury :			— resection of the distal end of the cubitus :	— 2%
— ankylosis : permanent limitation of movements following the destruction of scapulo-humeral articular surfaces :			— Colle's fracture without stiffness or complications :	— 1 to 3%
i. total ankylosis without movement of the scapula :	— 35%		— complete loss of pronation and supination in position of function :	— 10%
ii. gleno-humeral fusion, in position of function and with a gliding scapula :	— 20%		— total or partial loss of pronation only :	— 1 to 3%
Adhesive ankylosis by peri-arthritis or capsulitis must be evaluated according to maximum recovery or recovery expected 12 to 18 months following the accident.			— total or partial loss of supination only :	— 2 to 5%
— partial ankylosis :			Consolidated fractures without deformity are evaluated according to function.	
i. with movement limited to 90° (painful and combined limitation of all movements including rotations) :	— 5 to 20%		(i) WRIST (neutral position 0°; hand in the axis of the arm, thumb extended upwards) :	
ii. backward flexion only and limited to 90° :	— 5%		— total ankylosis of wrist (in position of function — straight up to 10° of dorsiflexion) :	— 12,5%
iii. abduction only and limited to 90° :	— 8%		— fracture of scaphoid or lunate (pseudoarthrosis, aseptic necrosis), according to functional loss of the wrist at the final stage of recovery, or recovery expected 12 to 18 months after the date of the accident :	— 3 to 6%
(f) BICEPS :				
— musculo-tendinous rupture :	— 2%			
(g) ELBOW (neutral position 0°; forearm extended over arm) :				
— fracture :				
i. fracture of the radial head, resection (without limitation) :	— 3 to 5%			

## (j) HAND :

With the exception of the thumb, where 2 or more fingers are completely or partially amputated, the impairment of these fingers is obtained by adding the impairment of each of the fingers and multiplying by 2.

Furthermore, when 4 fingers on the same hand are injured, a percentage of 0,2% is added for each of the 2 distal phalanges and of 0,1% for the proximal phalanx.

Where the thumb is also injured, its impairment is added to the impairment of the injured finger together with the enhancement factor of the lesser of the 2 if only one finger is injured ; the thumb's impairment is added without the enhancement factor if several fingers are injured.

*N.B. Hand already injured by a previous impairment.*

When the individual's hand was already impaired at the time of the last accident, the above rules shall apply. The sequelae relating to the previous accident are assessed only in order to establish whether they determine an enhancement factor and are not included in the addition of the impairment percentages attributed to the recent sequelae.

— whole hand :	— 55%
— last 4 fingers only :	— 35%
— thumb only :	— 15%
— amputation (anatomic or functional loss) :	
i. metacarpus :	— 1 <sup>st</sup> : — 10%
	— 2 <sup>nd</sup> or 3 <sup>rd</sup> : — 4%
	— 4 <sup>th</sup> or 5 <sup>th</sup> : — 3%
ii. thumb :	— 1 phalanx : — 10%
	— 2 phalanges : — 15%
iii. index finger :	— 1 phalanx : — 2%
	— 2 phalanges : — 4%
	— 3 phalanges : — 5%
iv. middle finger :	— 1 phalanx : — 1,6%
	— 2 phalanges : — 3,2%
	— 3 phalanges : — 4%
v. ring finger :	— 1 phalanx : — 1,2%
	— 2 phalanges : — 2,4%
	— 3 phalanges : — 3%
vi. little finger :	— 1 phalanx : — 0,8%
	— 2 phalanges : — 1,6%
	— 3 phalanges : — 2%
vii. 4 fingers :	— 35%
viii. 1 <sup>st</sup> , 2 <sup>nd</sup> and 3 <sup>rd</sup> (index, middle and ring) :	— 24%

ix. 1 <sup>st</sup> , 2 <sup>nd</sup> and 4 <sup>th</sup> (index, middle and auricular) :	— 22%
x. 1 <sup>st</sup> , 3 <sup>rd</sup> and 4 <sup>th</sup> (index, ring and auricular) :	— 20%
xi. 2 <sup>nd</sup> , 3 <sup>rd</sup> and 4 <sup>th</sup> (middle, ring and auricular) :	— 18%
xii. 1 <sup>st</sup> and 2 <sup>nd</sup> (index and middle) :	— 18%
xiii. 1 <sup>st</sup> and 3 <sup>rd</sup> (index and ring) :	— 16%
xiv. 1 <sup>st</sup> and 4 <sup>th</sup> (index and auricular) :	— 14%
xv. 2 <sup>nd</sup> and 3 <sup>rd</sup> (middle and ring) :	— 14%
xvi. 2 <sup>nd</sup> and 4 <sup>th</sup> (middle and auricular) :	— 12%
xvii. 3 <sup>rd</sup> and 4 <sup>th</sup> (ring and auricular) :	— 10%
xviii. 2 or more, at the 2 <sup>nd</sup> articulation :	4/5 of the above rate
xix. 2 or more, at the distal articulation :	2/5 of the above rate
— ankylosis :	
i. thumb :	
(a) total ankylosis of 2 articulations :	— 7,5%
(b) ankylosis of metacarpophalangeal joint :	— 3%
(c) ankylosis of interphalangeal joint :	— 2,5%
(d) partial ankylosis : according to functional loss.	
ii. finger :	

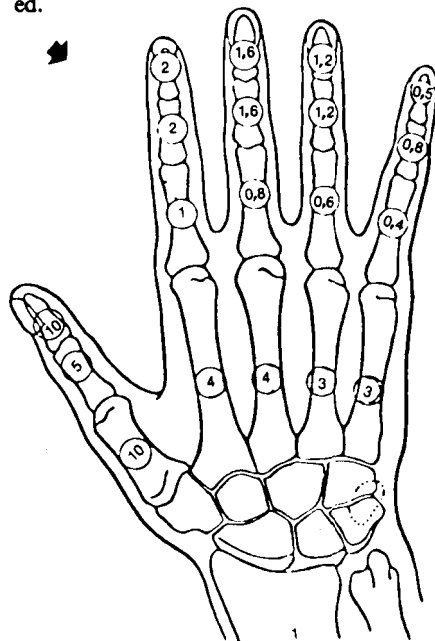
All articulations : the impairment must be based on the loss of the functional value of the finger.

Where ankylosis in a faulty position is equivalent to an amputation, whether of one or several phalanges and affects several fingers of the same hand, the table for simple or multiple amputation shall apply.

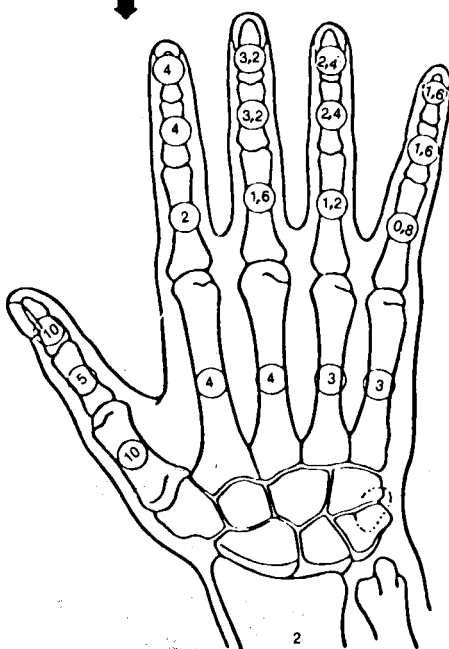


**Table of impairments resulting from an anatomic loss in the hand.**

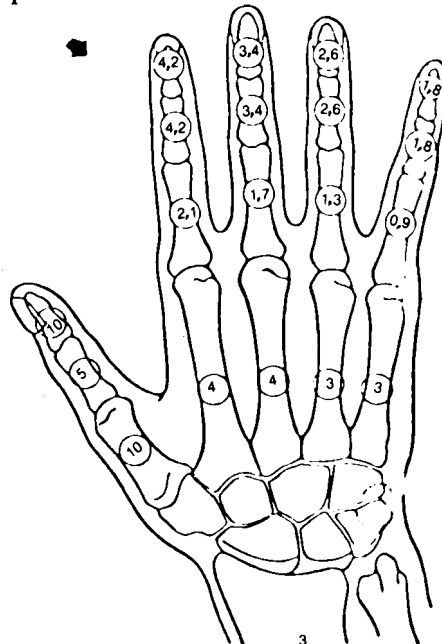
- (1) Value of each of the phalanges when a finger is partially or totally amputated.



- (2) Value of each of the phalanges when 2 or 3 fingers are partially or totally amputated.



- (3) Value of each of the phalanges when 4 fingers are partially or totally amputated.



**(B) PELVIS :**

- |  |            |
|--|------------|
| (a) fracture of the pelvis without diastasis of the pubic symphysis, without sacro-iliac injury and without injury to the acetabulum :                   | — 0%       |
| (b) fracture of the pelvis with deformity, pubic dysjunction or sacro-iliac injury :   | — 0 to 10% |
| (c) fracture with acetabular involvement (an enhancement factor based on the function of the coxo-femoral joint must also be taken into consideration) : | — 2 to 5%  |
| (d) fracture of the pelvis with osseous dystocia (evaluation in gynaecology) :   | — 4%       |
| (e) hemipelvectomy :   | — 80%      |

- (b) fracture of the pelvis with deformity, pubic dysjunction or sacro-iliac injury : — 0 to 10%

- (c) fracture with acetabular involvement (an enhancement factor based on the function of the coxo-femoral joint must also be taken into consideration) : — 2 to 5%

- (d) fracture of the pelvis with osseous dystocia (evaluation in gynaecology): — 4%

- (e) hemipelvectomy : — 80%

**Visceral injuries are assessed by specialist examination.**

(C) LOWER EXTREMITIES (anatomic or physiological loss) :

- (a) AMPUTATIONS :**

- thigh :

i. disarticulation at the hip or amputation near the hip, within 10 cm from the end of the greater trochanter (where fitting of prosthetic device is difficult) : — 70 to 80%	In the case of traumatic lesions of the hip, a 2-year wait is necessary to allow for later complications even when the immediate result is satisfactory :
ii. amputation at the middle third of the thigh : — 55%	— dislocation without complications : — 5% — fragmentation fractures of the head or neck of the femur without acetabular injury and without functional disorder : — 5%
— leg :	— complicated lesions of the hip entailing :
i. disarticulation of the knee or a supracondylar amputation (Gritti-Stokes) and others : — 45%	i. total ankylosis (straight and up to 20° flexion, slight abduction and external rotation of a few degrees) according to the quality of the ankylosis : — 25 to 35%
ii. amputation at the middle third of the leg : — 35%	ii. partial ankylosis (joint stiffness) according to the loss of movements and inconveniences resulting therefrom : — 5 to 20%
— foot :	iii. replacement of the hip by a prosthesis (movements at 75% without pain) according to the degree of ankylosis or joint stiffness : — 25% and over
i. Syme's amputation : — 30%	(d) FEMUR :
ii. across the foot : — 15 to 25%	— fracture without sequela : — 0%
— toes :	— consolidation with range of angulation from 8° to 15° and rotation on the axis : — 3 to 10%
i. great toe : — 4%	— major permanent muscular atrophy : — 3 to 5%
ii. great toe — 1 phalanx : — 2%	(e) KNEE : The range of knee motion from full extension is from 0° to 130°. Evaluation is made after recovery (12 to 18 months after the accident) :
iii. 2 <sup>nd</sup> toe : — 1%	— fracture of the tibial plateau (without major dysfunction — according to ankylosis, varus or vagus) : — 3 to 8%
iv. 3 <sup>rd</sup> or 4 <sup>th</sup> toe : — 1%	— meniscectomy :
v. 5 <sup>th</sup> toe : — 1%	i. good result, (one meniscus) : — 2%
vi. all 5 toes : — 8%	ii. good result (both menisci) : — 5%
— metatarsal bones :	— patellectomy :
Amputation of the distal end of the 1 <sup>st</sup> and 5 <sup>th</sup> metatarsal bones or consolidated fracture of the 1 <sup>st</sup> and 5 <sup>th</sup> metatarsal bones with faulty angulation of the fragments : — 12%	i. partial : — 1 to 5%
(b) SHORTENING OF THE LEG BY :	ii. total : — 7%
— 2 cm to 2,5 cm : — 1,5 to 2%	
— 2,5 cm to 5 cm : — 2 to 6%	
— 5 cm to 6,5 cm : — 6 to 8%	
— 6,5 cm to 7,5 cm : — 8 to 15%	
— 7,5 cm to 10 cm : — 15 to 20%	
(c) HIP (neutral position 0°; thigh extended over the pelvis) :	



— fracture of the patella :		(B) with diastasis :	— 3 to 6%
i. without functional disorder :	— 0 to 2%	— fracture of the foot :	
ii. with functional disorder (according to joint stiffness) :		i. astragalus :	
— tendinous rupture :	— 0 to 3%	(A) slight sequelae :	— 2%
— osseous ankylosis in extension or slight flexion of 10° :	— 20%	(B) moderate sequelae :	— 4 to 5%
— partial ankylosis (joint stiffness) :		ii. calcaneus :	
i. limited to 90° (according to the resulting inconveniences) :	— 8%	(A) greater tuberosity or fracture without displacement or joint involvement :	— 2%
ii. motion limited to 35° in flexion :	— 10%	(B) with joint involvement or displacement :	— 3 to 8%
iii. 5° to 10° in recurvatum (extension impairment) :	— 3%	iii. mid-tarsal region :	
iv. 10° to 15° in recurvatum :	— 3 to 5%	scaphoid, cuboid, cuneiforms :	— 0 to 5%
v. 15° to 20° recurvatum :	— 5 to 10%	(g) ANKLE AND FOOT : arthrodesis and ankylosis :	
— functional disorders, instability of the knee up to the necessity of an orthosis :	— 3 to 20%	— tibio-astragalar joint — in position of function (maximum plantar-flexion of 0° to 5°) :	— 12%
— arthroplasty (according to function) :	— 25% and over	— sub-talar joint only — in good position :	— 5 to 8%
— fracture of both bones of the leg :		— sub-talar and mid-tarsal joints (tribble arthrodesis) :	— 12 to 18%
i. without sequela :	— 0 to 2%	— sub-talar and tibio-astragalar joints :	— 15 to 20%
ii. modification of the adult axis :	— 2 to 8%	— mid-tarsal joints :	— 3 to 6%
(f) ANKLE :		— great toe at metatarso-phalangeal joint (along the axis of the 1 <sup>st</sup> metatarsal bone) :	— 2,5%
— tibio-tarsal fracture (without major stiffness) :		— interphalangeal — great toe :	— 1%
i. simple sprain or isolated fracture of the external malleolus or both :	— 0 to 2%	— other toes :	— 0,5%
ii. isolated fracture of the internal malleolus :		(D) SPINE :	
(A) without diastasis :	— 0 to 2%	(a) the bone structure of the spine :	— 70% of the whole man
(B) with diastasis or pseudarthrosis :	— 2 to 5%	(b) cervical spine :	— 40% of the whole man
iii. bi-malleolar fracture :			
(A) without diastasis :	— 2 to 3%		

- (c) the dorsolumbar spine : — 40% of the whole man

N.B. Vertebral pathology where instability persists, neurological disorders and functional sequelae with major restrictions of the rachis with respect to effort are evaluated as follows :

(1) the degree of impairment suggested for bone fusions is calculated with an enhancement factor which must be justified by the evaluating physician ;

(2) every complex case with neurological or other disorders is evaluated following a joint examination in the specializations concerned.

#### (E) CERVICAL SPINE :

- (a) cervical sprain without structural radiological lesion, but with painful sequelae : — 2%
- (b) stable chip fracture without major disorder : — 3%
- (c) fracture of one or 2 vertebrae with dislocation or subluxation, without neurological disorder, with or without injury to the posterior arch and the spinous process : — 8 to 15%
- (d) open reduction and fusion of 2 vertebral bodies :
- anterior approach : — 5 to 10%
  - posterior approach : — 15 to 20%
  - C-1, C-2 ankylosis or grafting with loss of rotation : — 20%
- (e) open reduction and fusion of 3 vertebral bodies :
- anterior approach : — 12 to 20%
  - posterior approach : — 15 to 25%
- (f) operated cervical herniated disc, with or without fusion (Cloward) :
- cervical discectomy — 1 level : — 5 to 10%
  - cervical discectomy — 2 levels : — 8 to 12%

#### (F) DORSAL SPINE :

- (a) severe thoracodorsal traumatism (including the sternum and ribs) :

- without immediate traumatic, radiological lesions but followed by osteoarthritic phenomena or aggravation of a prior pathological condition : — 2 to 5%
- with radiological lesions and intercostal neuralgias : — 5 to 10%

#### (b) stable fracture of one vertebral body, without neurological disorder :

- less than 25% of the body of a vertebra : — 2 to 5%
- less than 50% of the body of a vertebra : — 5 to 8%

#### (c) stable fracture of 2 vertebral bodies without neurological disorder :

- less than 25% of the body of a vertebra : — 5 to 8%
- less than 50% of the body of a vertebra : — 8 to 12%

#### (G) DORSOLUMBAR SPINE :

##### (a) stable fracture of D-12 or L-1, without neurological disorder :

- less than 25% of the body of a vertebra : — 5 to 10%
- less than 50% of the body of a vertebra : — 10 to 15%

##### (b) stable fracture of D-12 and L-1, without neurological disorder :

- less than 25% of the body of a vertebra : — 8 to 18%
- less than 50% of the body of a vertebra : — 15 to 25%

#### (H) LUMBAR SPINE :

- (a) fracture of one vertebra :
- less than 25% of the body of a vertebra : — 2 to 5%

— less than 50% of the body of a vertebra :	— 5 to 10%
(b) more than one vertebra :	
— less than 25% of the body of a vertebra :	— 4 to 8%
— less than 50% of the body of a vertebra :	— 8 to 15%
(c) lumbar discectomy :	
— 1 level :	— 5 to 8%
— 2 levels :	— 10 to 15%
(d) lumbar fusion :	
— 1 space (with or without discectomy) :	— 8 to 12%
— 2 spaces (with or without discectomy) :	— 12 to 20%
— more than 2 spaces (with or without discectomy) :	— 15 to 25%
(e) fracture of a spinous process, transverse process, chip fracture, pseudarthrosis :	— 0 to 2%

## TITLE II CENTRAL AND PERIPHERAL NERVOUS SYSTEM

### (A) CRANIOCEREBRAL TRAUMATISM :

(a) cerebral commotion or contusion :	
— without identifiable and measurable residuals ; presence of subjective symptoms only :	— 0 to 5%
— without signs of organic neurological impairment in spite of a particularly extended coma with brain stem injury, permanent impairment must be established with the aid of psychological or psychiatric evaluation ;	
— if there are residuals, such residuals must be evaluated in accordance with the pertinent table (see Chapters B and C) ;	

(b) fracture(s) of the skull :	
— linear without displacement :	— 1 to 2%
— with recess, with or without a depressed fracture of the skull, without dura mater laceration :	
i. requiring elevation by trepanation :	— 1 to 3%
ii. in case of craniectomy and plasty (according to localization and extent) :	— 2 to 7%
— with recess and cortico-dura mater lacerations, whether or not complicated by sino-curicular lacerations and extrusion of brain matter.	

Objective neurological signs are compensated in accordance with the fixed percentages. Following such trauma, the possibility of an appearance of epilepsy is taken into account. The evaluation table is the same as following closed cranial trauma ;

— fracture of the base with dura mater tear leading to a subarachnoidal fistula via one of the paranasal sinuses or via the external auditory duct. The evaluation may only be final after 2 years.

At the end of such period :

i. if meningitis without sequela occurred or if the fracture line continues to be present on tomographies, to the percentage already accorded must be added :	— 5%
— hydrocephalus justifying a derivation of cerebrospinal fluid :	— 20%
(c) cerebral commotions or contusions or both complicated by a closed linear cranial fracture, without neurological sequelae discernable or measurable by usual clinical procedures :	— 2 to 6%
(d) post-traumatic epilepsy :	
— occurrences of epileptic fits : if delayed clinical signs of epilepsy have appeared, use the following table, according to whether or not they are controlled by anticonvulsants :	
i. the epileptic fits, slightly disturb the activities of daily living :	— 5 to 15%
ii. the epileptic fits moderately disturb the activities of daily living :	— 20 to 45%

iii. the epileptic fits require constant supervision or confinement : — 100%	(e) facial nerve :	
— no epileptic fits : the evaluation may not be final until 2 years after the traumatism.	— total unilateral paralysis : — 10 to 15%	
After such lapse of time :	— paralysis of the ophthalmic branch : — 1 to 10%	
i. the electroencephalogram is normal :	— paralysis of the buccal and mandibular branch : — 1 to 6%	
partial permanent impairment : — 0%	— total bilateral paralysis : — 30 to 45%	
ii. the electroencephalogram is abnormal :	(f) vestibulocochlear nerve :	
multifocal or localized epileptic anomalies definitely the risk of possible occurrence of symptomatic epilepsy ; to the impairment already assessed, add :	— cochlear, total traumatic unilateral deafness : — 8%	
— 5%	— total post-traumatic bilateral deafness, sudden and more or less complete : — 30 to 60%	
(B) CRANIAL NERVES	— disturbance of vestibular functions :	
(a) olfactory nerve :	i. without disturbing the activities of daily living : — 0 to 5%	
— total unilateral loss : — 0%	ii. certain restriction concerning the daily activities of living, but without need of assistance : — 5 to 20%	
— total bilateral loss : — 3%	iii. unable to perform the activities of daily living : — 20 to 60%	
(b) optic nerve :	(g) glossopharyngeal nerve, pneumogastric nerve (isolated or combined injury to such nerves) :	
— total unilateral loss : — 16%	— dysphagia :	
— total bilateral loss : — 100%	i. as determined by diet : — 10 to 30%	
(c) oculomotor, trochlear (pathetic), abducent nerves :	ii. feeding by stomach tube : — 40%	
— injured singly or in combination, causing double vision which may be corrected by covering one eye : — 16%	— dysphonia :	
(d) trigeminus nerve :	i. minimal : able to express most needs : — 0 to 12%	
— total unilateral sensory loss (according to neuritic dysesthesia) : — 1 to 10%	ii. moderate : serious restrictions, person limited to expressing essential needs only : — 12 to 20%	
— supraorbital anesthesia : — 1 to 3%	iii. marked : no articulated language : — 20 to 35%	
— upper maxillary branch :	(h) hypoglossal nerve :	
i. affecting the hard palate, dental arch and lip : — 2 to 6%		
ii. affecting the anterior dental arch and the lip : — 2 to 4%		
iii. affecting the upper lip : — 1 to 3%		
— inferior maxillary branch affecting anterior dental arch and lip : — 1 to 4%		

— unilateral paralysis :	— 0%	iii. victim confined to bed or lack of spontaneous breathing :	— 100%
— bilateral paralysis causing :		— bladder functions :	
i. dysphagia :		i. dysfunction in the form of imperative miction :	— 5 to 10%
(A) as determined by diet :	— 10 to 30%	ii. satisfactory reflex function but without voluntary control :	— 15 to 30%
(B) feeding by stomach tube :	— 40%	iii. poor reflex activity and lack of voluntary control of reflex activity, up to total lack of control :	— 30 to 60%
ii. dysphonia :		— anorectal function :	
(A) minimal : able to express most needs :	— 0 to 12%	i. limited voluntary control :	— 0 to 5%
(B) moderate : serious restrictions, person limited to expressing essential needs only :	— 12 to 20%	ii. presence of automatic reflex but lack of voluntary control, up to lack of automatic reflex :	— 10 to 25%
(C) marked : no articulated language :	— 20 to 35%	(b) brain :	
(C) CEREBRAL-SPINAL INJURY :		— communication disturbances (dysphasia, aphasia, alexia, agraphia, acalculia) :	
(a) spinal cord or brain or both :		i. minor difficulty :	— 0 to 15%
— posture and ability to walk :		ii. able to understand linguistic symbols but unable to emit sufficient or appropriate language, depending on language capacity :	— 25 to 80%
i. able to stand, but with difficulty in walking :	— 5 to 20%	iii. unable to understand language or speak :	— 100%
ii. able to stand, but able to walk on a plane surface only or not at all :	— 25 to 60%	— disturbances or higher cognitive functions : known organic cerebral injury affecting orientation, understanding, memory, judgment, introspection and social behavior :	
iii. unable to stand or walk :	— 100%	i. disturbances which do not stop victim from performing the tasks of daily living :	— 5 to 15%
— use of upper extremities :	<i>unilateral loss</i>	ii. some supervision required :	— 20 to 45%
i. mildly impaired digital dexterity :	— 5 to 10%	iii. almost constant supervision required :	— 45 to 80%
ii. lack of digital dexterity :	— 15 to 25%	iv. need for reclusion or confinement in a protected milieu, domestic or other-	
iii. self-care performed with difficulty :	— 30 to 35%		
iv. incapable of self-care :	— 40 to 70%		
— respiration :			
i. respiration difficult only when additional exertion is required :	— 5 to 20%		
ii. very serious difficulty when walking :	— 25 to 50%		

- wise ; the victim is incapable of self-care : — 100%
- emotional disturbances, which may also be caused by organic cerebral injury, and include irritability, euphoria, depression, involuntary laughter and crying, akinetic mutism. Psychiatric or psychological evaluation is required ;
- disturbances of consciousness which include confusion, a semi-conscious state or stupor (no reaction to pain stimuli) and coma :
- minor alteration : — 5 to 20%
  - moderate alteration : — 25 to 70%
  - stupor or semi-consciousness or coma : — 100%
- neurological disorders or other disturbances of consciousness such as syncope, epilepsy, cataplexy or narcolepsy :
- when slightly impairing the performance of the activities of daily living : — 5 to 15%
  - when moderately disturbing the ability to perform the activities of daily living : — 20 to 45%
  - when greatly disturbing the ability to perform the activities of daily living : — 45 to 80%
  - when entailing constant supervision, confinement or suspension of the activities of daily living : — 100%

**(D) THE PERIPHERAL NERVOUS SYSTEM :****(a) impairment caused by injury to a root :**

Injured spinal nerve root	Loss of function through sensory impairment	Loss of function through motor impairment	Loss of function through sensory and motor impairment
C-5	0 to 4%	0 to 20%	0 to 20%
C-6	0 to 6%	0 to 25%	0 to 25%
C-7	0 to 4%	0 to 25%	0 to 25%
C-8	0 to 4%	0 to 30%	0 to 30%
T-1	0 to 4%	0 to 15%	0 to 15%
L-3	0 to 4%	0 to 15%	0 to 15%

L-4	0 to 4%	0 to 15%	0 to 15%
L-5	0 to 4%	0 to 25%	0 to 25%
S-1	0 to 4%	0 to 15%	0 to 15%

**(b) impairment resulting from injury to the brachial plexus :**

- total impairment (sensory and motor) : — 0 to 70%

	Loss of function through sensory impairment	Loss of function through motor impairment	Loss of function through sensory and motor impairment
Upper trunk (C-5 C-6 Erb-Duchenne paralysis)	0 to 20%	0 to 50%	0 to 50%
Middle trunk (C-7)	0 to 4%	0 to 25%	0 to 30%
Lower trunk (C-8 T-1 Klumpke-Déjerine syndrome)	0 to 15%	0 to 50%	0 to 50%

**(c) impairment caused by injury to a spinal nerve and affecting the head and neck :**

Injured nerve	Loss of function through sensory impairment	Loss of function through motor impairment	Loss of function through sensory and motor impairment
Greater occipital nerve	0 to 5%	0%	0 to 5%
Lesser occipital nerve	0 to 3%	0%	0 to 3%
Great auricular nerve C-2, C-3	0 to 3%	0%	0 to 3%
Spinal accessory	0%	0 to 10%	0 to 10%

## (d) impairment of peripheral spinal nerves affecting an upper extremity :

Injured nerve	Loss of function through sensory impairment	Loss of function through motor impairment	Loss of function through sensory and motor impairment
Anterior thoracic nerves	0%	0 to 4%	0 to 4%
Circumflex (axillaris)	0 to 4%	0 to 25%	0 to 25%
Angular and rhomboidal nerve (dorsalis scapulae)	0%	0 to 4%	0 to 4%
Serratus magnus (thoracalis longus)	0%	0 to 10%	0 to 10%
Internal cutaneous brachial (cutaneous brachii medialis)	0 to 3%	0%	0 to 3%
Internal cutaneous brachial (cutaneous ante-brachii medialis)	0 to 3%	0%	0 to 3%
Median nerve (above middle forearm)	0 to 30%	0 to 40%	0 to 45%
Median nerve (below middle forearm)	0 to 30%	0 to 25%	0 to 25%
Musculo-cutaneous nerve	0 to 4%	0 to 15%	0 to 15%
Radial (triceps lost)	0 to 4%	0 to 35%	0 to 35%
Radial (triceps not lost)	0 to 4%	0 to 25%	0 to 25%
Upper and lower nerves of the subscapularis and teres major (subscapularis)	0%	0 to 4%	0 to 4%
Suprascapularis	0 to 4%	0 to 10%	0 to 12%
Greater dorsal nerve (thoraco-dorsalis)	0%	0 to 7%	0 to 7%
Cubital (ulnar) above middle forearm	0 to 7%	0 to 25%	0 to 25%
Cubital (ulnar) below middle forearm	0 to 7%	0 to 15%	0 to 20%

## (e) impairment of a unilateral nerve affecting the inguinal region :

Injured nerve	Loss of function through sensor impairment
Greater abdominal genital (ilio-hypogastricus)	0 to 3%
Lesser abdomino-genital (ilio-inguinalis)	0 to 5%

## (f) impairment caused by spinal nerve injury affecting lower extremities :

Injured nerve	Loss of function through sensory impairment	Loss of function through motor impairment	Loss of function through sensory and motor impairment
Anterior crural	0 to 3%	0 to 20%	0 to 20%
Genitofemoral (genito-femoralis)	0 to 3%	0%	0 to 3%
Gluteal (gluteous inferior)	0%	0 to 10%	0 to 10%
Femorocutaneous (cutaneous femoris lateralis)	0 to 4%	0%	0 to 4%
Obturator, internal obturator, pyramidal, quadratur femoris and upper gemellus nerves	0%	0 to 7%	0 to 7%
Posterior cutaneous of the thigh	0 to 2%	0%	0 to 2%
Gluteus superior	0%	0 to 10%	0 to 10%
Greater sciatic, above ischiotibial branches	0 to 20%	0 to 45%	0 to 50%
External peroneal :	0 to 2%	0 to 18%	0 to 20%

i. anterior tibial ( <i>peroneus profundus</i> ) above mid-leg	0%	0 to 12%	0 to 12%
below mid-leg	0%	0 to 3%	0 to 3%
ii. musculo-cutaneous ( <i>peroneus superficialis</i> )	0 to 3%	0 to 5%	0 to 7%
Internal popliteal nerve :			
i. above knee	0 to 7%	0 to 18%	0 to 20%
ii. posterior tibial			
(a) at soleus level	0 to 7%	0 to 12%	0 to 12%
(b) at mid-calf level	0 to 7%	0 to 7%	0 to 10%
iii. internal plantar ( <i>medial plantaris</i> )	0 to 2%	0 to 3%	0 to 4%
iv. external plantar ( <i>lateral plantaris</i> )	0 to 2%	0 to 3%	0 to 4%
v. external sapheneus ( <i>cutaneous sural</i> )	0 to 2%	0%	0 to 2%

## TITLE III

## I — MAXILLO-FACIAL TRAUMA

(concerning the fields of : dental, neurologic, otorhinolaryngologic, ophthalmologic and plastic surgery)

## (A) LESIONS OF THE JAWS AND HARD PALATE :

## (a) mutilations :

- loss of 2 maxillae, with loss of dental arch, hard palate and nasal bone structure : — 30 to 80%
- loss of mandible, including the entirety of its dental portion : — 50 to 80%
- loss of one maxilla, oronasal fistula and extensive loss of mandibular arch tissue : — 40 to 75%

- loss of a single maxilla, with retention of the other one and of the mandibular arch : — 20 to 40%

## (b) loss of tissue, pseudarthrosis, malunion :

## — maxilla :

## i. pseudarthrosis :

- great mobility of the entire maxilla (cranio-facial fracture), mastication problems (including loss of teeth) : — 10 to 40%

- malunion with mobility of an extensive fragment of the maxilla, the remainder remaining fixed ; according to the size of the mobile fragment and the possibility of mastication or of a prosthesis (including loss of teeth) : — 5 to 25%

- loss of tissue from the hard and soft palates, or from the hard palate only with large oronasal or orosinusul fistula, both these mutilations being the cause of similar problems (speech disorders and deglutition) : — 10 to 30%

- loss of tissue from the hard palate, involvement of the dental arch, possibility of prosthesis : — 3 to 7%

- partial loss of tissue from the dental arch, no possibility of a functional and adequate prosthesis (increases impairment for loss of teeth) : — 0 to 5%

## ii. malunion :

- any deformation that causes serious difficulty in dental occlusion (false retrognathia, latero-deviation) with no possibility of a prosthesis (including impairment for loss of teeth) : — 10 to 20%

- malunion resulting in slight difficulty in dental occlusion, comparable to problems related to prosthesis or periodontal problems : — 3 to 10%



— <b>mandible :</b>		— intra-articular and para-articular fractures of the temporo-mandibular joint :	
i. loss of tissue :		i. fracture of the neck of the condylar process, with no appreciable displacement or serious functional problems :	— 0 to 3%
(A) extensive loss of tissue, with loose pseudarthrosis, allowing neither mastication nor fitting of a prosthesis (including impairment for loss of teeth) :	— 15 to 20%	ii. fracture of the neck of the condyle, with internal displacement, without angulation or dislocation, with retention of propulsion movement :	— 2 to 5%
(B) partial loss of tissue from dental arch with the possibility of a good functional prosthesis (this does not include impairment for loss of teeth) :	— 0 to 5%	iii. fracture with internal angulation of 45° and with dislocation of the head of the condyle and with loss of propulsion movement :	— 4 to 10%
ii. pseudarthrosis :		iv. fracture with antero-internal angulation, loss of propulsion and rotation :	— 5 to 15%
(A) tight pseudarthrosis of the ramus :	— 0 to 5%	v. intra-articular fracture with no displacement causing lessening of propulsion or rotation, lesion of the meniscus that may develop into post-traumatic arthrititis :	— 0 to 6%
(B) loose pseudarthrosis of the ramus :	— 5 to 10%	(d) damage to or loss of teeth (teeth lost or damaged during an accident or during restoration) :	
(C) tight pseudarthrosis of the body of the mandible :	— 5 to 10%	Maxilla or mandible	
(D) loose pseudarthrosis of the body of the mandible :	— 10 to 20%	— central incisor :	1%
(E) tight pseudarthrosis of the symphysis :	— 5 to 10%	— lateral incisor :	0,75%
(F) loose pseudarthrosis of the symphysis :	— 10 to 20%	— canine :	1,5%
iii. malunion : as described for the maxilla ;		— 1 <sup>st</sup> premolar :	1%
(c) temporo-mandibular articulations and other lesions that interfere with the function thereof :		— 2 <sup>nd</sup> premolar :	1%
— ankylosis :		— 1 <sup>st</sup> molar :	1,25%
i. total ankylosis allowing the passage of liquids only :	— 15 to 50%	— 2 <sup>nd</sup> molar :	1%
ii. lesser restriction of mouth opening, making eating more or less difficult and dental treatment almost impossible ; according to the size of the opening measured from the edge of the incisors :		The percentages for loss of teeth are cumulative.	
(A) opening less than 10 mm :	— 10 to 40%	The percentage thus obtained is reduced by 2/3 if the victim is fitted with a permanent prosthesis.	
(B) opening from 10 to 30 mm :	— 5 to 20%	It is reduced by 1/3 if the injured person is correctly fitted with a well supported, removable prosthesis, such apparatus not constituting <i>restitutio ad integrum</i> but contributing appreciably to the improvement of the victim's functional condition.	
		(B) FRONTO-ORBITO-NASAL AREA :	
		(a) cranio-facial fracture :	

— fracture of the cribriform plate of the ethmoid bone with rhinorrhea :	— 3 to 5%
— depression of the frontal sinus :	— 0 to 5%
— post-traumatic hypertelorism :	
i. unilateral, with or without blockage of the lacrimal duct :	— 0 to 5%
ii. bilateral, with or without blockage of the lacrimal duct :	— 5 to 8%
(b) fracture of the floor of the orbit :	
— displacement of the eyeball accompanied by enophthalmia and diplopia :	— 1 to 25%
— malposition of canthus, change in palpebral fissure, according to functional difficulty :	— 0 to 5%
(c) fracture of the malar bone and the zygoma :	
— deformation with no obstruction of the mandible :	— 0 to 3%
— with obstruction of the mandible :	— 5 to 20%
(d) fracture of the nose :	
— obstructions :	
i. unilateral mechanical obstruction :	— 0 to 2%
ii. bilateral mechanical obstruction :	— 0 to 5%
iii. functional obstruction :	— 2 to 5%
iv. total obstruction with dyspnea after moderate effort (according to the evaluation of the rhinologist) :	
— perforation of the septum :	
i. asymptomatic :	— 0 to 1%
ii. symptomatic :	— 1 to 5%
— post-traumatic trophic conditions :	— 0 to 5%

## (C) SALIVARY GLANDS :

Permanent fistulae following surgical failure, according to the importance of the gland :	— 5 to 15%
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## (D) TONGUE (total or partial anatomic loss) :

Evaluation according to functional difficulty (dysphagia — dysphonia) :

(a) minimal :	— 0 to 5%
(b) moderate :	— 5 to 20%
(c) marked :	— 20 to 80%

## II — VISION

Impairment resulting from loss of sight is determined according to Table No. 1 entitled **VISION** inserted below.

Impairment must always be determined after optical correction by glasses.

Where possible, the visual acuity (after correction) that the victim possessed before the accident must be indicated. The procedure demonstrated in the 6 examples given in this section must be followed.

Where a victim previously having sight in only one eye loses his other eye, the resulting impairment is 100%.

(A) loss of vision in one eye :	— 16%
(B) enucleation of one eye :	— 18%

**TABLE NO. 1**  
**VISION**

Smellen scale		20/20	20/22	20/25	20/30	20/35	20/40	20/50	20/70	20/100	20/200	0
	French scale	1,0	0,9	0,8	0,7	0,6	0,5	0,4	0,3	0,2	0,1	0
20/20	1,0	0,0	0,0	0,0	0,25	0,75	1,5	3,5	6,0	9,0	12,0	16
20/22	0,9	0,0	0,0	0,25	0,5	1,0	2,0	4,0	7,0	10,0	13,0	17
20/25	0,8	0,0	0,25	0,5	1,0	2,0	3,0	5,0	8,0	11,0	14,0	18
20/30	0,7	0,25	0,5	1,0	2,0	3,0	4,0	6,0	9,0	12,0	15,0	19
20/35	0,6	0,75	1,0	2,0	3,0	4,0	6,0	9,0	12,0	15,0	19,0	23
20/40	0,5	1,5	2,0	3,0	4,0	6,0	9,0	12,0	15,0	20,0	25,0	30
20/50	0,4	3,5	4,0	5,0	6,0	9,0	12,0	15,0	20,0	27,0	35,0	40
20/70	0,3	6,0	7,0	8,0	9,0	12,0	15,0	20,0	27,0	35,0	45,0	53
20/100	0,2	9,0	10,0	11,0	12,0	15,0	20,0	27,0	35,0	45,0	58,0	68
20/200	0,1	12,0	13,0	14,0	15,0	19,0	25,0	35,0	45,0	58,0	73,0	85
0,0	0,0	16,0	17,0	18,0	19,0	23,0	30,0	40,0	53,0	68,0	85,0	100

The following 6 examples are inserted as examples in order to assist the specialist in applying the preceding table :

**EXAMPLE 1 —**

Injury to 2 previously normal eyes :

- (a) before the accident : (R)20/20 (L)20/20  
 (b) after the accident, after correction : (R)20/70 (L)20/50  
 (c) impairment rate granted : 20%

**EXAMPLE 2 —**

Injury to 2 previously abnormal eyes :

- (a) before the accident, after correction : (R)20/50 (L)20/40  
 (b) after the accident, after correction : (R)20/70 (L)20/100  
 (c) impairment rate after the accident : 35%  
 (d) impairment rate before the accident : 12%  
 (e) impairment rate granted : 35% — 12% : 23%

**EXAMPLE 3 —**

Injury to 1 eye, 2 eyes being previously abnormal :

- (a) before the accident, after correction : (R)20/200 (L)20/30  
 (b) after the accident, after correction : (R)20/200 (L)20/70  
 (c) impairment rate after the accident : 45%  
 (d) impairment rate before the accident : 15%  
 (e) impairment rate granted : 45% — 15% : 30%

**EXAMPLE 4 —**

Injury to 2 previously normal eyes :

- (a) before the accident : (R)20/20 (L)20/20  
 (b) after the accident, after correction : (R) enucleated (L)20/100  
 (c) impairment rate granted : 68% plus 2% for enucleation : 70%

**EXAMPLE 5 —**

Injury to 1 eye, the other being previously abnormal :

- (a) before the accident, after correction : (R)20/200 (L)20/20  
 (b) after the accident, after correction : (R)20/200 (L)20/40  
 (c) impairment rate after the accident : 25%  
 (d) impairment rate before the accident : 12%  
 (e) impairment rate granted : 25% — 12% : 13%  
 (f) if the right eye had been normal before the accident, the impairment could have been : 1,5%

**EXAMPLE 6 —**

Injury to 1 eye, the other being previously abnormal :

- (a) before the accident, after correction : (R)20/70 (L)20/20  
 (b) after the accident, after correction : (R)20/70 (L)0,0  
 (c) impairment rate after the accident : 53%  
 (d) impairment rate before the accident : 6%  
 (e) impairment rate granted : 53% — 6% : 47% (f) if  
 (f) if the right eye had been normal before the accident, the impairment would have been : 16%

**TITLE IV**  
**GENITO-URINARY SYSTEM****(A) NEPHRECTOMY :**

- (a) with normal results of basic tests : — 10%  
 (b) impairment of renal function, according to the changes in basic tests : — 20 to 40%

**(B) URINARY BY-PASS (urinary shunt) :**  
— 20%**(C) BLADDER DAMAGE (anatomical or functional) :**

(a) cured with no complications or residual infection :	— 0%
(b) infection or incontinence, according to seriousness (evaluation made after optimum recovery, or recovery expected 12 to 18 months after the accident) :	— 5 to 15%
<b>(D) URETHRA DAMAGE :</b>	
(a) contraction requiring occasional dilation (every 3 or 4 months) :	— 5%
(b) contraction requiring treatment (every 3 or 4 weeks) :	— 10%
(c) surgically incurable fistulae :	— 15%
<b>(E) MALE GENITAL ORGANS :</b>	
(a) penis (total or partial emasculation) :	— 20%
(b) loss of one testicle, the other remaining functional :	— 5%
(c) loss of both testicles :	
i. up to 17 years of age, inclusive :	— 30%
ii. from 18 to 60 years of age, inclusive :	— 10 to 25%
iii. over 60 years of age :	— 5%
<b>(F) FEMALE GENITAL ORGANS :</b>	
(a) internal genital organs :	
— loss of one ovary, with or without connecting fallopian tube (the corresponding organs remaining intact) :	— 5%
— loss of both adnexa :	
i. up to 16 years of age, inclusive :	— 30%
ii. from 17 to 60 years of age, inclusive :	— 10 to 25%
iii. over 60 years of age :	— 5%
(b) external genital organs (the percentages given below are not cumulative) :	
— loss of vagina — complete removal :	— 20%
— destruction of upper half of vagina :	— 14%
— loss of vulva or clitoris :	— 15%

## TITLE V RESPIRATORY SYSTEM

### (A) IMPAIRMENT OF VENTILATORY FUNCTION :

Impairment of ventilatory function may occur as a result of a thoracic traumatism or a neurological lesion. Post-traumatic impairment of ventilatory function is never considered separately in the case of an accident. The neurological aspect is evaluated according to Title II. The traumatic aspect must be evaluated by a pneumologist, taking daily activities into consideration and according to the following criteria :

#### (a) clinical, objective and subjective criteria :

- dyspnea I to V (internal classification)
- cough
- sputum
- orthopnea
- bronchial and parenchymatous rales
- general physical examination
- smoking
- chest pain
- hemoptysis
- pulmonary history
- occupation

#### (b) objective criteria :

##### i. roentgenography :

Oblique and lateral posteroanterior high-voltage X-rays are taken for the examination of the :

- pulmonary parenchyma
- condition of the heart
- pleura
- thoracic skeleton ;
- ii. respiratory physiology :

The evaluation includes the study of :

- vital capacity
- respiratory volume
- forced expiratory volume
- CO<sub>2</sub> tests
- arterial blood gases.

In special cases, such as trauma or lungs in respiratory distress, the following tests are required :

- diffusing capacity
- venous admixture.

It should be noted that the values computed as standard according to international norms are valid within a range of 20% of the standard values established herein. These standard values vary according to age, weight and become less and less valid with advanced age, especially with respect to CO<sub>2</sub> tests.

Data on restrictive or obstructive ventilatory defect or a combination of the two must be compiled in order to be able to assess loss of ventilatory function with respect to an accident, disease, bronchitis, obesity or an idiopathic parenchymatous impairment.

Tests of ventilatory function are entirely valid where there is proof of progressive effort. (Jones' test)

As it is impossible to evaluate respiratory impairment to within 1%, the impairment will be 0% or 10% and over.

Classes of respiratory impairment :

**Class I —**

Roentgenograms of the chest usually appear normal, but there may be evidence of healed or inactive disease of the chest such as minimal nodular silicosis or pleural scars. Dyspnea when it occurs, results from the nature of the activity. Values obtained from tests of ventilatory function are not less than 85% of predicted normal values for the patient's age, sex, and height :

— 0%

**Class II —**

Roentgenograms of the chest may be normal or abnormal. Dyspnea does not occur at rest and seldom occurs during the performance of activities of daily living. The patient can keep pace with persons of the same age and body build on a level surface without breathlessness, but not on hills or stairs. Values obtained from tests of ventilatory function are in the range of 70% to 85% of the predicted normal values for the patient's age, sex, and height :

— 10 to 20%

**Class III —**

Roentgenograms of the chest may be normal, but usually are not. Dyspnea does not occur at rest but does occur during the performance of activities of daily living. However, the patient can walk 2 kilometres (1 mile) at his own pace without experiencing dyspnea, although he cannot keep pace on a level surface with others of the same age and body build. Values obtained from tests of ventilatory function are in the range of 55 to 70% of the predicted normal values for the patient's age, sex, and height. The test of arterial oxygen saturation when performed at rest and after exercise, is usually 88% or greater :

— 25 to 35%

**Class IV —**

Roentgenograms of the chest are usually abnormal. Dyspnea occurs during such activities as climbing one flight of stairs or walking 100 metres (yards) on level ground, on less exertion, or even at rest. Values obtained from tests of ventilatory function are less than 55% of predicted normal values for the patient's age, sex, and height. The test of arterial oxygen saturation, when performed at rest or after exercise, is usually less than 88% :

— 50% and over

A ventilatory impairment over 60% is equivalent to an impairment of : — 100%

**(B) TRAUMATIC BRONCHOPULMONARY IMPAIRMENT :**

This traumatic impairment entails anatomic changes with objective sequelae, without impairment of ventilatory function. Thoracic, traumatic and surgical impairment are taken into account :

- (a) tracheobronchial rupture :  
(chronic irritation)

- i. minimal : — 2 to 5%
- ii. moderate : — 5 to 10%
- iii. marked : — 10 to 15%

## (b) pleuropulmonary scar :

A perforating wound, contusion or other type of scar that does not impair ventilatory function.

There may be loss of tissue :

- i. minimal : — 0 to 3%
- ii. moderate : — 3 to 5%
- iii. marked : — 5 to 10%

## TITLE VI DIGESTIVE SYSTEM

## (A) SUPRADIAPHRAGMATIC :

(a) tongue : impairment is evaluated in accordance with Title III ;

- (b) oesophagus (thoracic trauma) : Damage accompanied by stenosis persists requiring medication ; diet remains more or less normal : — 5 to 10%

## (B) SUBDIAPHRAGMATIC :

- (a) laparotomy : — 3 to 5%

## (b) stomach and duodenum :

- i. traumatic rupture : — 3 to 5%

ii. stress ulcer, study of case history, post-traumatic changes in a pre-existing condition :

- followed by a total recovery : — 0%
- followed by progression toward a chronic condition : — 5%
- followed by deterioration toward stenosis : — 15 to 20%

## (c) small intestine :

According to lesion and size of resection : — 0 to 15%

## (d) liver :

- simple laceration without considerable tissue loss : — 0 to 5%

- serious laceration with loss of tissue : — 5 to 15%

- complications caused by fistulae, with impairment of hepatic function : — 5 to 25%

## (e) pancreas :

- no digestive disorders, tests normal : — 3 to 5%
- digestive disorders, changes in functional tests for exocrine and endocrine secretions : — 10 to 30%

## (f) spleen :

Although not part of the digestive system, the spleen, as an intra-abdominal organ, has been placed under this Title.

- in the case of an adult, ablation of the spleen does not in itself determine compensatory impairment. The percentage of compensation provided for a laparotomy is applied : — 3 to 5%
- in the case of a child, the loss of this organ may disturb the hematopoietic system. Childhood terminates with the beginning of puberty, which occurs at about 11 years in the case of girls and at 12 to 13 years in the case of boys. The evaluation must be referred to a hematologist : — *special consideration*

## TITLE VII CARDIOVASCULAR SYSTEM

Vascular injuries are usually accompanied by multiple lesions and do not require a special evaluation. However, complications resulting from a vascular lesion must be distinguished from symptoms originating in the nervous or musculo-skeletal system ; the vascular diagnosis must be based on objective clinical findings or specific recognized vascular examinations.

In order to establish a relationship between an accident and a cardiovascular abnormality :

(a) the vascular lesion must not have been present before the accident and presence of the following must be looked for :

- i. symptoms suggesting a certain degree of vascular insufficiency or other disorder having occurred before the traumatism ;
- ii. signs of a disease already recorded in previous examination reports ;
- iii. chronic vascular insufficiency or other disease in the untraumatized extremity.

However, it must be borne in mind that the traumatism may have worsened a pre-existing disease which probably would have remained asymptomatic for a long period of time ;

(b) the lesion must have developed within a reasonable period of time after the traumatism, that is, less than 15 days ; and in particular instances and with justification the time period may be extended to 90 days ;

(c) the traumatism must show sufficient signs of localization and severity.

#### (A) MAJOR CARDIOVASCULAR LESIONS :

Major cardiovascular lesions must be assessed individually and the severity of the lesion and possible future consequences must be borne in mind in the cases where there are no immediate sequelae.

The following lesions are type cases which must be assessed by a specialist in cardiovascular and thoracic surgery :

- (a) cardiac and pericardiac lesion ;
- (b) lesion of arterial trunks and major veins : thoracic and abdominal aorta, pulmonary artery, arteries of the aortic trunk, superior and inferior vena cava ;
- (c) carotid lesion ;
- (d) arterial or venous anomaly of the thoracic outlet ;
- (e) aneurism, true or false ;
- (f) arteriovenous fistula ;
- (g) high blood pressure secondary to a renal lesion.

#### (B) VASCULAR LESIONS AFFECTING THE EXTREMITIES :

The severity of an impairment is determined by using the following classification :

- (a) in the case of an asymptomatic extremity, whether there is a loss of pulses of calcification of arteries : — 0 to 3%

- (b) in the case of an extremity afflicted with intermittent, slight, moderate or severe claudification with disability : — 5 to 25%

(c) in the case of an extremity showing severe ischaemia :

- i. with constant pain at rest : — 15 to 35%
- ii. with gangrene : in accordance with the value of the segment of the lost extremity, already determined in the musculo-skeletal section.

The vasomotor phenomena must be subjected to an objective physiological study.

#### (C) VENOUS AND LYMPHATIC LESIONS :

(a) varix :

(according to the extent, localization and system damaged) : — 0 to 3%

(b) recurring superficial thrombophlebitis : — 0 to 8%

(c) deep thrombophlebitis and lymphangitis :

the disability resulting from this lesion is determined in accordance with the residual syndrome :

- i. asymptomatic : — 0%
- ii. minor post-phlebitic syndrome, well-controlled by standard medical treatment : — 0 to 3%
- iii. moderate post-phlebitic syndrome, not completely controlled by standard medical treatment : — 3 to 10%
- iv. marked post-phlebitic syndrome, not controlled by standard medical treatment and with an ulcerous occurrence : — 10 to 15%
- v. marked post-phlebitic syndrome, not controlled by standard medical treatment and with recurring ulcerous occurrence : — 15 to 30%

The evaluation of related pulmonary embolisms shall be made in accordance with the criteria established in the respiratory section.

## TITLE VIII GLANDULAR SYSTEM

Lesions of the endocrine glands are rarer traumatic lesions that are always accompanied by either :

- a crainal traumatism (hypothalamo-hypophyseal);
- laceration of the neck (thyroid); or
- an abdominal lesion (laceration of pancreas, adrenal gland, etc.).

Sequelae are assessed in accordance with impairment and especially with residual function and response to hormonal treatment.

### (A) IMPAIRMENT OF THE HYPOTHALAMUS AND HYPOPHYSIS DETERMINING HYPOPITUITARISM :

- (a) overall :
  - i. hormone replacement remains simple and efficient ; diagnosis usually premature according to the number of impaired axes : — 30 to 40%
- (b) selective :
  - i. according to the hormonal axe impaired : (see other glands) :
  - ii. diabetes insipidus : — 10%
  - iii. dwarfishness : special consideration is required based upon age and the seriousness of the syndrome : — 30 to 80%

### (B) IMPAIRMENT OF THE THYROID GLAND :

- (a) where hormone replacement is adequate : — 5 to 10%
- (b) where cardiac or other complications are anticipated if the development is long ; the evaluation is carried out by referring to similar lesions described in Title VII : — *special consideration*

### (C) IMPAIRMENT OF THE PARATHYROIDES (extensive lesion causing hypoparathyroidism) :

- (a) appropriate, uncomplicated therapy : — 5 to 10%
- (b) difficult therapy entailing daily problems : — 10 to 20%

### (D) IMPAIRMENT OF THE PANCREAS (diabetes) :

- (a) where it is controlled by diet : — 0 to 5%
- (b) where it is controlled by diet and oral medication : — 5 to 10%
- (c) where insulinotherapy is necessary : — 15 to 20%

### (E) IMPAIRMENT OF THE ADRENAL GLANDS :

- (a) unilateral loss : — 5%
- (b) bilateral loss with adequate hormone therapy : — 10 to 20%

### (F) IMPAIRMENT OF THE GONADS (testicles and ovaries) :

- (a) unilateral loss : — 5%
- (b) bilateral loss :
  - i. up to 17 years of age inclusive for a boy up to 16 years of age inclusive for a girl : — 30%
  - ii. genital age — adult : — 10% to 25%
  - iii. after 60 years of age : — 5%

## TITLE IX PSYCHIC SYSTEM

### INTRODUCTION :

The psychic functions (mental, psychoaffective, adaptive, behavioural) of certain victims may be permanently damaged :

- (a) general impairment producing mechanism :

Such impairments are sometimes the direct consequence of a lesion in the central nervous system and therefore entail a psychiatric evaluation which goes beyond the sole assessment of a neurological impairment. In other cases, the impairment reflects a permanent psychoaffective dysfunction revealing a chronic psychological maladaptation to a traumatism having transitorily or permanently damaged another part of the body. Impairments of the nature may sometimes result from the interaction of the impairment producing mechanisms ;

- (b) general evaluation criteria :

Impairment is assessed by means of a clinical psychiatric evaluation.



Adequate knowledge of the victim's personality prior to the accident, his complete background and his usual mode of adaptation is necessary for the conducting of a clinical evaluation. The victim's premorbid level of personal adaptation must be considered in order to determine the degree of functional damage stemming from mental illness caused by an accident.

A detailed objective mental status evaluation is essential; the symptomatology must establish an entirely credible, total and coherent syndrome. Impairment of psychic functions must be manifested by changes in the subject's daily activities and interpersonal relationships and in certain cases are accompanied by physiopathological signs. Symptoms must be present during a sufficiently long period and remain stable in spite of constant, adequate but unsuccessful therapeutic trials. Additional objective information on the subject's abnormal mental condition is usually provided by the subject's associates and those looking after him. A purely subjective and difficult to verify syndrome rarely indicates a severe partial permanent impairment.

The clinical evaluation may sometimes be supplemented by a social or psychometric evaluation, or both. Unfavourable social circumstances may influence the victim's rehabilitation and the overall prognosis, but do not in themselves constitute an impairment of psychic functions. The evaluation must take the motivational aspect into account. Lastly, an impairment assessed by such psychiatric evaluation is different in its very nature from an impairment caused by the loss of enjoyment of life or of a mutilated organ;

(c) categories and classes of impairment :

Permanent impairment of the victim's psychic functions may result from :

- chronic brain syndromes
- psychoses
- neuroses
- personality disorders.

The history of psychiatric sequelae, the specific results of the mental status examination and supplementary evaluations usually allow the determination of only one nosologic category. However, organic brain syndromes, especially, may be accompanied by psychotic or neurotic signs or a deterioration or personality, mention of which is made in their clinical picture and evaluation.

Symptomatic severity is accompanied by repercussions which go beyond the actual experience of the victim and modify his activities of daily living and his personal or social efficiency; the victim requires constant supervision or therapy, assistance or a particular milieu, and in certain

cases even needs to be looked after a full-time basis for the fulfillment of his basic needs.

The diagnosis respecting the degree of severity of the impairment affecting the whole person must be made clear by applying the general evaluation criteria, and by taking the objective effects of the assessed syndrome into consideration, and by using the 3 following categories :

- |  |                |
|--|----------------|
| — Class I : minor impairment :               | — 0 to 15%     |
| — Class II : serious impairment :            | — 15 to 45%    |
| — Class III : extremely serious impairment : | — 45% and over |

Precise quantification in one class may be difficult to achieve as it requires a comparison with similar cases whose development has progressed. It may be necessary to wait some time before the final evaluation of the impairment.

A standard clinical psychiatric evaluation may not necessarily determine an additional impairment and may only be useful to evaluate the motivation of a victim having an impairment in another system or to establish that the potential for rehabilitation of a victim needs to be further scrutinized before establishing the degree of such impairment in another system.

(A) CHRONIC BRAIN SYNDROMES :

The syndrome is directly associated with organic brain injury resulting from a traumatism. It is above all made up of disturbances of the higher cognitive functions. It is essentially characterized by a degree of impairment of orientation, of comprehension, of memory, and of the ability to learn, anticipate, make decisions and exercise judgment. A supplementary psychometric evaluation may be useful in this case. In addition to these essential signs, the subject may display signs of labile affect, puerilism, deterioration of moral values, or character disorders.

The syndrome is sometimes accompanied by psychotic or neurotic reactions which are included in the evaluation. In the event of psychoses or neuroses without organic brain injury they will be evaluated separately and placed in their own category :

(a) Class I —

The victim has a degree of impairment of the higher cognitive functions, but is able to perform most activities of daily living as prior to the accident :

— 0 to 15%

**(b) Class II —**

The victim has a degree of impairment of the higher cognitive functions and sometimes combines constant or intermittent and recurring psychotic or neurotic symptoms to the impairment to such an extent that he requires supervision and direction for several or most of his daily activities :

— 15 to  
45%

**(c) Class III —**

The victim has a degree of impairment of the higher cognitive functions and a psychological adaptation to the impairment itself which limit his activities of daily living to directed almost constant care in a protective milieu (home or other domicile).

Victims with extremely severe impairments require help even in the fulfillment of their most elementary needs :

— 45%  
and over

**(B) PSYCHOSES :**

Psychosis means severe disturbance of mental function susceptible of causing varying degrees of impairment, depending on its nature, severity, duration, repercussions and the victim's personal background as well as his reaction to therapeutic measures. It is often advisable to wait 2 or 3 years before the final evaluation of such impairment. The clinical picture may then stabilize and show evidence of permanent impairment ; in certain cases basic impairment can only be evaluated according to probable relapse potential.

A psychosis is essentially manifested by disturbances in perception, thinking (process, form, content), behavioural disorders, and abnormalities in emotional control. The subject usually displays a lack of self-criticism and often manifest abnormal behaviour discernible by those around him :

**(a) Class I —**

An impairment in this Class is manifested by minor and discrete disturbances in perception, thinking, emotional control or behaviour, but it has little effect on how the victim functions in comparison to his adaptation prior to the accident. Victims who are well controlled by constant psychotropic medication, therefore avoiding

rehospitalization, are placed in this Class :

— 0 to  
15%

**(b) Class II :**

A psychosis in this Class is evident at the mental status examination, discernible by those around the victim, and produces difficulty in social behaviour, odd behaviour and a fairly noticeable reduction in social and personal efficiency. Behavioural disorders are not too serious and therefore the victim can be tolerated in his milieu. The victim's collaboration is inconstant and the possibility of intermittent hospitalization is likely and the psychosis is poorly controlled by medication. The victim may require occasional supervision and direction in order to carry out his daily life :

— 15 to  
45%

**(c) Class III —**

A psychosis in this Class is so severe that the victim manifests disturbances in perception and thinking, and an inability to control his emotions that renders him socially intolerable to those around him or a danger to his own well-being. The victim always requires at least part-time supervision and directions so that he can carry on his daily life. In more serious cases, the victim may require a protective milieu or constant care in an institution, with recurrent hospitalization :

— 45%  
and over

**(C) NEUROSES (psychoneuroses) :**

Individuals reacting differently to day-to-day problems, certain victims are susceptible of developing neurotic reactions as a response to the traumatism and its sequelae. Neuroses have no known organic cause. The victim remains clearheaded and is able to distinguish between reality and his own subjective experiences. He does not show personality disorganization, but his behaviour may be disturbed within the limits of what is generally socially acceptable. Neuroses may entail excessive anxiety, phobic, hysterical, obsessive-compulsive, depressive and sometimes even psychosomatic reactions.

Taking into consideration the strictly subjective nature of a neurosis, its great variability, its natural tendency to subside and the motivational context (secondary gains), it

is necessary to wait long enough to ensure a strict application of the following general clinical evaluation criteria : previous manner of adaptation, objective repercussions on daily life and relationships, the psychosomatic element, regular pursuance of treatment, and social context :

(a) Class I —

- i. The neurosis syndrome is above-all subjective but is credible, complete and coherent ; it is accompanied by minor modifications and does not render the victim incapable of adaptive behaviour. Neither daily activities nor social or personal efficiency are reduced : — 0 to 15%

- ii. As these impairments do not result from a severe disability, they usually should be placed in the lowest third of this percentage, specifically from : — 0 to 5%

(b) Class II —

The symptomatic severity of the neurosis, although usually variable, forces the victim to have constant recourse to alleviating therapeutic measures and compels him to modify his daily activities, therefore substantially reducing his social and personal efficiency. The neurosis may also entail functional psycho-physiological disorders requiring symptomatic treatment and causing intermittent stoppage of regular activities : —15 to 45%

(c) Class III —

- i. The neurosis is overpowering and leads to a definite deterioration of personal and social efficiency. Interpersonal relationships undergo considerable and constant changes : isolation or the need of being encouraged and comforted. Daily activities are upset and the victim needs to be supervised and guided by those around him. Tissue pathological lesions which are more or less reversible may be present with the psychosomatic reaction : — 45% and over

- ii. It is uncommon for a neurotic condition alone to be accompanied by regression, deterioration and dependence, justifying a percentage higher than the lowest third of this percentage ; the impairment should be between : — 45 to 65%

(D) PERSONALITY DISORDERS :

This group is made up mainly of persons presenting character disorders together with a lack of emotional maturity and who therefore experience difficulty in interpersonal relationships, poor control of inhibitions, a reduction of tolerance to frustration, excessive egocentricity, inconstancy of efficiency, and fairly serious social maladaptation. More often than not, manifestations of personality disorders existed prior to the accident and impairment, if any, is in most cases an increase in the victim's pre-existing social maladaptation. The motivational context with respect to temporary demonstrative reactions, likely to subside after the financially advantageous settlement of the impairment accorded, must be assessed carefully. A social evaluation in addition to the clinical evaluation may prove useful.

If personality changes stem from an organic brain syndrome, they must be assessed in accordance with the Table provided therefore :

(a) Class I —

- i. The level of character adjustment usually existing prior to the accident is constantly worsened and leads to a more pronounced deficiency in social judgment, deterioration of interpersonal relationships, growing inconsistency in efficiency, the committing of misdemeanors and the inability to avoid coming into conflict with society or harming oneself. The victim is not capable of adapting to the difficulties of daily life : — 0 to 15%
- ii. In general, the impairment should not exceed to lowest third of this percentage : — 0 to 5%

(b) Class II —

The maladaptation is such that the individual shows a considerable loss of self-control and is not able to learn from experience and causes serious

damage to his associates or to himself in a repeated manner. The victim's lack of social control may have resulted in legal supervision of various kinds. Such psychiatric impairment, when considered separately, is rarely accorded. It must be determined whether such objective behavioural deterioration belongs to another category of impairment or not :

— 15 to  
45%

(c) Class III —

This Class is not applicable to this category :

— 45%  
and over

# **TITLE X HEARING**

(Cf : neurological system and maxilla-facial)

- (A) hearing loss, 1 ear : — 5%  
— hearing loss, 2 ears : — 30%

- (B) absolutely sudden and more or less complete post-traumatic bilateral hearing loss associated with other pathologies (fracture of the skull, fracture of the temporal bone, complete destruction of the peripheral apparatus both vestibular and cochlear) : — 30 to  
60%

HEARING LOSS IN DECIBELS	WORST EAR	BEST EAR
DB	%	%
25 ISO	0,5	2,5
30 ISO	1,0	5,0
35 ISO	1,5	7,5
40 ISO	2,0	10,0
45 ISO	2,5	12,5
50 ISO	3,0	15,0

55 ISO	3,5	17,5
60 ISO	4,0	20,0
65 ISO	5,0	25,0

## **NOTES :**

- The examination must be carried out without a corrective hearing device and at frequencies of 500, 1 000 and 2 000 Hz by aerial and bone conduction.
- If hearing loss in decibels falls between 2 figures indicated in the table, the figure which follows is taken.  
— Example : if hearing loss is 31 decibels, a hearing loss of 35 decibels is accorded.
- The examiner must deduct 0,5 decibels for each ear for each year of age over the age of 60.
- When possible, he must give the rate of hearing loss prior to the accident and procede in accordance with the following examples.

## **AT FREQUENCIES OF 500, 1 000 AND 2 000 Hz BY AERIAL AND BONE CONDUCTION**

### **(A) Hearing loss of 42-year-old accident victim**

**Impairment  
percentage**

Right ear

Left ear

$$20 + 40 + 60 = 120$$

$$15 + 30 + 55 = 100$$

$$120 \div 3 = 40 \text{ decibels :}$$

$$\text{— } 2\%$$

$$100 \div 3 = 33 \text{ therefore 35 decibels :}$$

$$\text{— } 7,5\%$$

$$9,5\%$$

Impairment rate accorded

$$9,5\%$$

### **(B) Hearing loss of a 35-year-old accident victim**

- (a) before the accident : complete deafness in right ear ;  
(b) after the accident : complete deafness in both ears ;  
(c) after the accident : impairment is : — 30%  
(d) before the accident : impairment was : — 5%

- (e) impairment rate accorded : 30% -  
5% : — 25%

**(C) Hearing loss of a 66-year-old accident victim**

Right ear

Left ear

$$20 + 45 + 65 = 130$$

$$25 + 40 + 70 = 135$$

- (a) at age 66, the deduction for presbycusis is :  
(66-60 x ½ = 3 decibels) ;
- (b)  $130 \div 3 = 43,3$  decibels - 3 decibels = 40,3 decibels ;
- (c)  $135 \div 3 = 45$  decibels - 3 decibels = 42 decibels ;
- (d) for 40,3 decibels take 45 decibels : — 2,5%
- (e) for 42 decibels take 45 decibels : — 12,5%  
15%
- Impairment rate accorded : — 15%

**(D) Other example**

- (a) before the accident :

- i. right ear : 40 decibels, therefore impairment of : — 2%
- ii. left ear : 35 decibels, therefore impairment of : — 7,5%  
9,5%

- (b) after the accident :

- i. right ear : 70 decibels, therefore impairment of : — 5%
- ii. left ear : 55 decibels, therefore impairment of : — 17,5%  
22,5%
- (c) impairment rate after the accident : — 22,5%
- (d) impairment rate before the accident : — 9,5%
- (e) impairment rate accorded : 22,5% -  
9,5% : — 13%



c. A-3, r.4

(10) Worker with 9 dependent persons.

## **Regulation respecting the computation of weighted net income**

Workmen's Compensation Act  
(R.S.Q., c. A-3, s. 124)

**1.** Family situations considered for the purpose of computing the weighted net income of a worker are those enumerated under Schedule A.

**2.** For the purpose of computing the weighted net income, deductions are those which were provided for, as of 31 December 1980, by the laws enumerated under paragraph *p* of subsection 1 of section 2 of the Workmen's Compensation Act (R.S.Q., c. A-3), but taking into account the definition of "dependent person" provided for under paragraph *l* of subsection 1 of section 2 of the Act.

**3.** Income brackets considered for the computation of deductions are those enumerated under Schedule B.

**4.** When the income of the worker falls between 2 income brackets, the computation of deductions and of the weighted net income are made on the basis of the bracket nearest to the income of the worker.

**5.** Taking into account the weighted deductions established by this Regulation for each family situation, the amounts representing 90% of the weighted net income are those appearing under Schedule B.

### **SCHEDULE A**

(s. 1)

#### **FAMILY SITUATIONS**

- (1) Worker with no dependent persons
- (2) Worker with 1 dependent person
- (3) Worker with 2 dependent persons
- (4) Worker with 3 dependent persons
- (5) Worker with 4 dependent persons
- (6) Worker with 5 dependent persons
- (7) Worker with 6 dependent persons
- (8) Worker with 7 dependent persons
- (9) Worker with 8 dependent persons

**SCHEDULE B**  
(ss. 3 and 5)

90% OF WEIGHTED NET INCOME FOR 1981

Annual gross income	Family situation									
	01	02	03	04	05	06	07	08	09	10
01 300	1 170,00	1 170,00	1 170,00	1 170,00	1 170,00	1 170,00	1 170,00	1 170,00	1 170,00	1 170,00
01 400	1 258,38	1 258,38	1 258,38	1 258,38	1 258,38	1 258,38	1 258,38	1 258,38	1 258,38	1 258,38
01 500	1 346,76	1 346,76	1 346,76	1 346,76	1 346,76	1 346,76	1 346,76	1 346,76	1 346,76	1 346,76
01 600	1 435,14	1 435,14	1 435,14	1 435,14	1 435,14	1 435,14	1 435,14	1 435,14	1 435,14	1 435,14
01 700	1 523,52	1 523,52	1 523,52	1 523,52	1 523,52	1 523,52	1 523,52	1 523,52	1 523,52	1 523,52
01 800	1 611,90	1 611,90	1 611,90	1 611,90	1 611,90	1 611,90	1 611,90	1 611,90	1 611,90	1 611,90
01 900	1 700,28	1 700,28	1 700,28	1 700,28	1 700,28	1 700,28	1 700,28	1 700,28	1 700,28	1 700,28
02 000	1 788,66	1 788,66	1 788,66	1 788,66	1 788,66	1 788,66	1 788,66	1 788,66	1 788,66	1 788,66
02 100	1 877,04	1 877,04	1 877,04	1 877,04	1 877,04	1 877,04	1 877,04	1 877,04	1 877,04	1 877,04
02 200	1 965,42	1 965,42	1 965,42	1 965,42	1 965,42	1 965,42	1 965,42	1 965,42	1 965,42	1 965,42
02 300	2 053,80	2 053,80	2 053,80	2 053,80	2 053,80	2 053,80	2 053,80	2 053,80	2 053,80	2 053,80
02 400	2 142,18	2 142,18	2 142,18	2 142,18	2 142,18	2 142,18	2 142,18	2 142,18	2 142,18	2 142,18
02 500	2 230,56	2 230,56	2 230,56	2 230,56	2 230,56	2 230,56	2 230,56	2 230,56	2 230,56	2 230,56
02 600	2 318,94	2 318,94	2 318,94	2 318,94	2 318,94	2 318,94	2 318,94	2 318,94	2 318,94	2 318,94
02 700	2 407,32	2 407,32	2 407,32	2 407,32	2 407,32	2 407,32	2 407,32	2 407,32	2 407,32	2 407,32
02 800	2 495,70	2 495,70	2 495,70	2 495,70	2 495,70	2 495,70	2 495,70	2 495,70	2 495,70	2 495,70
02 900	2 584,08	2 584,08	2 584,08	2 584,08	2 584,08	2 584,08	2 584,08	2 584,08	2 584,08	2 584,08
03 000	2 672,46	2 672,46	2 672,46	2 672,46	2 672,46	2 672,46	2 672,46	2 672,46	2 672,46	2 672,46
03 100	2 760,84	2 760,84	2 760,84	2 760,84	2 760,84	2 760,84	2 760,84	2 760,84	2 760,84	2 760,84
03 200	2 849,22	2 849,22	2 849,22	2 849,22	2 849,22	2 849,22	2 849,22	2 849,22	2 849,22	2 849,22
03 300	2 937,60	2 937,60	2 937,60	2 937,60	2 937,60	2 937,60	2 937,60	2 937,60	2 937,60	2 937,60
03 400	3 025,98	3 025,98	3 025,98	3 025,98	3 025,98	3 025,98	3 025,98	3 025,98	3 025,98	3 025,98
03 500	3 114,36	3 114,36	3 114,36	3 114,36	3 114,36	3 114,36	3 114,36	3 114,36	3 114,36	3 114,36
03 600	3 202,74	3 202,74	3 202,74	3 202,74	3 202,74	3 202,74	3 202,74	3 202,74	3 202,74	3 202,74
03 700	3 291,12	3 291,12	3 291,12	3 291,12	3 291,12	3 291,12	3 291,12	3 291,12	3 291,12	3 291,12
03 800	3 379,50	3 379,50	3 379,50	3 379,50	3 379,50	3 379,50	3 379,50	3 379,50	3 379,50	3 379,50
03 900	3 467,88	3 467,88	3 467,88	3 467,88	3 467,88	3 467,88	3 467,88	3 467,88	3 467,88	3 467,88
04 000	3 556,26	3 556,26	3 556,26	3 556,26	3 556,26	3 556,26	3 556,26	3 556,26	3 556,26	3 556,26
04 100	3 644,64	3 644,64	3 644,64	3 644,64	3 644,64	3 644,64	3 644,64	3 644,64	3 644,64	3 644,64
04 200	3 721,92	3 733,02	3 733,02	3 733,02	3 733,02	3 733,02	3 733,02	3 733,02	3 733,02	3 733,02
04 300	3 799,15	3 821,40	3 821,40	3 821,40	3 821,40	3 821,40	3 821,40	3 821,40	3 821,40	3 821,40
04 400	3 876,39	3 909,78	3 909,78	3 909,78	3 909,78	3 909,78	3 909,78	3 909,78	3 909,78	3 909,78
04 500	3 953,62	3 998,16	3 998,16	3 998,16	3 998,16	3 998,16	3 998,16	3 998,16	3 998,16	3 998,16
04 600	3 982,01	4 030,65	4 030,65	4 030,65	4 030,65	4 030,65	4 030,65	4 030,65	4 030,65	4 030,65
04 700	4 058,19	4 117,81	4 117,81	4 117,81	4 117,81	4 117,81	4 117,81	4 117,81	4 117,81	4 117,81
04 800	4 133,97	4 204,98	4 204,98	4 204,98	4 204,98	4 204,98	4 204,98	4 204,98	4 204,98	4 204,98
04 900	4 209,30	4 292,14	4 292,14	4 292,14	4 292,14	4 292,14	4 292,14	4 292,14	4 292,14	4 292,14

## 90% OF WEIGHTED NET INCOME FOR 1981

Annual gross income	Family situation									
	01	02	03	04	05	06	07	08	09	10
05 000	4 284,63	4 379,31	4 379,31	4 379,31	4 379,31	4 379,31	4 379,31	4 379,31	4 379,31	4 379,31
05 100	4 357,14	4 466,47	4 466,47	4 466,47	4 466,47	4 466,47	4 466,47	4 466,47	4 466,47	4 466,47
05 200	4 420,10	4 553,64	4 553,64	4 553,64	4 553,64	4 553,64	4 553,64	4 553,64	4 553,64	4 553,64
05 300	4 483,06	4 640,80	4 640,80	4 640,80	4 640,80	4 640,80	4 640,80	4 640,80	4 640,80	4 640,80
05 400	4 546,02	4 727,97	4 727,97	4 727,97	4 727,97	4 727,97	4 727,97	4 727,97	4 727,97	4 727,97
05 500	4 608,48	4 815,13	4 815,13	4 815,13	4 815,13	4 815,13	4 815,13	4 815,13	4 815,13	4 815,13
05 600	4 670,60	4 902,30	4 902,30	4 902,30	4 902,30	4 902,30	4 902,30	4 902,30	4 902,30	4 902,30
05 700	4 732,71	4 989,46	4 989,46	4 989,46	4 989,46	4 989,46	4 989,46	4 989,46	4 989,46	4 989,46
05 800	4 794,82	5 076,63	5 076,63	5 076,63	5 076,63	5 076,63	5 076,63	5 076,63	5 076,63	5 076,63
05 900	4 856,94	5 163,79	5 163,79	5 163,79	5 163,79	5 163,79	5 163,79	5 163,79	5 163,79	5 163,79
06 000	4 919,05	5 250,96	5 250,96	5 250,96	5 250,96	5 250,96	5 250,96	5 250,96	5 250,96	5 250,96
06 100	4 981,17	5 338,12	5 338,12	5 338,12	5 338,12	5 338,12	5 338,12	5 338,12	5 338,12	5 338,12
06 200	5 043,28	5 425,29	5 425,29	5 425,29	5 425,29	5 425,29	5 425,29	5 425,29	5 425,29	5 425,29
06 300	5 104,87	5 512,45	5 512,45	5 512,45	5 512,45	5 512,45	5 512,45	5 512,45	5 512,45	5 512,45
06 400	5 166,14	5 599,62	5 599,62	5 599,62	5 599,62	5 599,62	5 599,62	5 599,62	5 599,62	5 599,62
06 500	5 227,41	5 686,78	5 686,78	5 686,78	5 686,78	5 686,78	5 686,78	5 686,78	5 686,78	5 686,78
06 600	5 288,68	5 773,95	5 773,95	5 773,95	5 773,95	5 773,95	5 773,95	5 773,95	5 773,95	5 773,95
06 700	5 349,56	5 861,11	5 861,11	5 861,11	5 861,11	5 861,11	5 861,11	5 861,11	5 861,11	5 861,11
06 800	5 410,10	5 948,28	5 948,28	5 948,28	5 948,28	5 948,28	5 948,28	5 948,28	5 948,28	5 948,28
06 900	5 470,63	6 035,44	6 035,44	6 035,44	6 035,44	6 035,44	6 035,44	6 035,44	6 035,44	6 035,44
07 000	5 531,17	6 122,61	6 122,61	6 122,61	6 122,61	6 122,61	6 122,61	6 122,61	6 122,61	6 122,61
07 100	5 591,71	6 209,77	6 209,77	6 209,77	6 209,77	6 209,77	6 209,77	6 209,77	6 209,77	6 209,77
07 200	5 651,89	6 296,94	6 296,94	6 296,94	6 296,94	6 296,94	6 296,94	6 296,94	6 296,94	6 296,94
07 300	5 711,58	6 383,71	6 384,10	6 384,10	6 384,10	6 384,10	6 384,10	6 384,10	6 384,10	6 384,10
07 400	5 771,27	6 459,88	6 471,27	6 471,27	6 471,27	6 471,27	6 471,27	6 471,27	6 471,27	6 471,27
07 500	5 830,96	6 536,06	6 547,97	6 558,43	6 558,43	6 558,43	6 558,43	6 558,43	6 558,43	6 558,43
07 600	5 890,65	6 612,23	6 624,15	6 636,06	6 645,60	6 645,60	6 645,60	6 645,60	6 645,60	6 645,60
07 700	5 950,34	6 687,11	6 700,32	6 712,24	6 724,15	6 732,76	6 732,76	6 732,76	6 732,76	6 732,76
07 800	6 010,03	6 750,92	6 776,49	6 788,41	6 800,33	6 812,24	6 819,93	6 819,93	6 819,93	6 819,93
07 900	6 069,72	6 814,66	6 852,67	6 864,58	6 876,50	6 888,42	6 900,33	6 907,09	6 907,09	6 907,09
08 000	6 129,42	6 877,62	6 928,84	6 940,76	6 952,67	6 964,59	6 976,51	6 988,42	6 994,26	6 994,26
08 100	6 189,11	6 940,58	7 004,18	7 016,93	7 028,85	7 040,76	7 052,68	7 064,60	7 076,51	7 081,42
08 200	6 248,80	7 003,54	7 075,12	7 092,34	7 105,02	7 116,94	7 128,85	7 140,77	7 152,69	7 164,60
08 300	6 307,82	7 066,49	7 138,07	7 167,66	7 180,50	7 193,11	7 205,03	7 216,94	7 228,86	7 240,77
08 400	6 366,67	7 129,45	7 201,03	7 242,99	7 255,83	7 268,66	7 281,20	7 293,12	7 305,03	7 316,95
08 500	6 425,51	7 192,41	7 263,99	7 318,32	7 331,15	7 343,99	7 356,82	7 369,29	7 381,21	7 393,12
08 600	6 483,15	7 255,21	7 326,95	7 393,65	7 406,48	7 419,31	7 432,15	7 444,98	7 457,38	7 469,30



90% OF WEIGHTED NET INCOME FOR 1981

Annual gross income	Family situation									
	01	02	03	04	05	06	07	08	09	10
08 700	6 541,28	7 317,32	7 389,82	7 461,49	7 481,81	7 494,64	7 507,48	7 520,31	7 533,14	7 545,47
08 800	6 599,40	7 379,43	7 451,93	7 524,43	7 557,14	7 569,97	7 582,80	7 595,64	7 608,47	7 621,30
08 900	6 657,52	7 441,55	7 514,04	7 586,54	7 632,47	7 645,30	7 658,13	7 670,96	7 683,80	7 696,63
09 000	6 715,64	7 503,66	7 576,16	7 648,65	7 706,99	7 720,63	7 733,46	7 746,29	7 759,13	7 771,96
09 100	6 773,76	7 565,77	7 638,27	7 710,77	7 781,48	7 795,23	7 808,79	7 821,62	7 834,45	7 847,29
09 200	6 831,88	7 627,89	7 700,38	7 772,88	7 845,38	7 869,71	7 883,46	7 896,95	7 909,78	7 922,62
09 300	6 890,01	7 690,00	7 762,50	7 834,99	7 907,49	7 944,19	7 957,94	7 971,69	7 985,11	7 997,94
09 400	6 948,13	7 750,90	7 824,61	7 897,11	7 969,60	8 018,67	8 032,42	8 046,17	8 059,92	8 073,27
09 500	7 005,84	7 811,43	7 886,61	7 959,22	8 031,72	8 093,16	8 106,91	8 120,66	8 134,41	8 148,16
09 600	7 063,11	7 871,97	7 947,87	8 021,29	8 093,83	8 166,33	8 181,39	8 195,14	8 208,89	8 222,64
09 700	7 120,39	7 932,51	8 009,14	8 082,56	8 155,95	8 228,44	8 255,87	8 269,62	8 283,37	8 297,12
09 800	7 177,66	7 993,04	8 069,93	8 143,82	8 217,24	8 290,56	8 330,35	8 344,10	8 357,85	8 371,60
09 900	7 234,94	8 053,58	8 130,47	8 205,09	8 278,51	8 351,92	8 404,84	8 418,59	8 432,34	8 446,09
10 000	7 292,22	8 114,11	8 191,00	8 266,36	8 339,77	8 413,19	8 478,64	8 493,07	8 506,82	8 520,57
10 100	7 349,49	8 174,65	8 251,54	8 327,63	8 401,04	8 474,45	8 547,87	8 566,94	8 581,30	8 595,05
10 200	7 406,77	8 235,19	8 312,08	8 388,90	8 462,31	8 535,72	8 609,14	8 640,58	8 655,24	8 669,53
10 300	7 464,05	8 295,70	8 372,61	8 449,50	8 523,58	8 596,99	8 670,40	8 714,22	8 728,88	8 743,55
10 400	7 521,32	8 355,39	8 433,15	8 510,04	8 584,85	8 658,26	8 731,67	8 787,85	8 802,52	8 817,19
10 500	7 578,60	8 415,08	8 492,89	8 570,58	8 646,11	8 719,53	8 792,94	8 861,49	8 876,16	8 890,82
10 600	7 635,87	8 474,77	8 552,58	8 630,38	8 707,38	8 780,80	8 854,21	8 927,62	8 949,79	8 964,46
10 700	7 693,15	8 534,46	8 612,27	8 690,08	8 768,00	8 842,06	8 915,48	8 988,89	9 023,43	9 038,10
10 800	7 750,43	8 594,15	8 671,96	8 749,77	8 827,57	8 902,75	8 976,75	9 050,16	9 097,07	9 111,73
10 900	7 807,47	8 653,84	8 731,65	8 809,46	8 887,26	8 963,17	9 037,50	9 111,43	9 170,70	9 185,37
11 000	7 863,90	8 713,53	8 791,34	8 869,15	8 946,95	9 023,59	9 097,92	9 172,25	9 244,34	9 259,01
11 100	7 920,33	8 773,22	8 851,03	8 928,84	9 006,64	9 084,02	9 158,35	9 232,68	9 307,00	9 332,64
11 200	7 976,76	8 831,80	8 910,72	8 988,53	9 066,34	9 144,44	9 218,77	9 293,10	9 367,43	9 405,98
11 300	8 033,19	8 890,76	8 970,41	9 048,22	9 126,03	9 203,83	9 279,19	9 353,52	9 427,85	9 478,77
11 400	8 089,62	8 949,40	9 030,10	9 107,91	9 185,72	9 263,52	9 339,61	9 413,94	9 488,27	9 551,56
11 500	8 146,05	9 007,52	9 089,53	9 167,60	9 245,41	9 323,21	9 400,04	9 474,37	9 548,70	9 623,03
11 600	8 202,48	9 065,64	9 148,38	9 227,10	9 305,10	9 382,90	9 460,46	9 534,79	9 609,12	9 683,45
11 700	8 258,91	9 123,76	9 205,92	9 285,94	9 364,67	9 442,60	9 520,40	9 595,21	9 669,54	9 743,87
11 800	8 315,34	9 181,88	9 264,04	9 344,79	9 423,51	9 502,24	9 580,09	9 655,63	9 729,96	9 804,29
11 900	8 371,77	9 240,01	9 322,17	9 403,63	9 482,36	9 561,08	9 639,78	9 716,06	9 790,39	9 864,72
12 000	8 428,20	9 298,13	9 380,29	9 462,48	9 541,20	9 619,93	9 698,65	9 776,48	9 850,81	9 925,14
12 100	8 484,63	9 356,25	9 438,41	9 521,32	9 600,05	9 678,77	9 757,50	9 836,15	9 911,23	9 985,56
12 200	8 541,06	9 414,37	9 496,53	9 578,69	9 658,89	9 737,62	9 816,34	9 895,07	9 970,97	10 045,99
12 300	8 597,43	9 472,49	9 554,65	9 636,81	9 717,74	9 796,46	9 875,19	9 953,91	10 030,55	10 105,80

## 90% OF WEIGHTED NET INCOME FOR 1981

Annual gross income	Family situation									
	01	02	03	04	05	06	07	08	09	10
12 400	8 652,41	9 530,61	9 612,77	9 694,93	9 776,58	9 855,31	9 934,03	10 012,76	10 090,13	10 165,38
12 500	8 707,38	9 588,74	9 670,90	9 753,06	9 835,43	9 914,15	9 992,88	10 071,60	10 149,71	10 224,95
12 600	8 761,66	9 646,77	9 729,02	9 811,18	9 893,34	9 973,00	10 051,72	10 130,45	10 209,28	10 284,53
12 700	8 815,79	9 704,05	9 787,13	9 869,30	9 951,46	10 031,84	10 110,57	10 189,29	10 268,01	10 344,11
12 800	8 869,91	9 761,33	9 844,40	9 927,42	10 009,58	10 090,69	10 169,41	10 248,14	10 326,86	10 403,68
12 900	8 924,04	9 818,60	9 901,68	9 984,75	10 067,70	10 149,53	10 228,26	10 306,98	10 385,70	10 463,26
13 000	8 978,17	9 875,88	9 958,95	10 042,03	10 125,11	10 208,38	10 287,10	10 365,83	10 444,55	10 522,84
13 100	9 032,30	9 933,15	10 016,23	10 099,31	10 182,38	10 265,46	10 345,95	10 424,67	10 503,39	10 582,42
13 200	9 087,44	9 991,49	10 074,57	10 157,65	10 240,72	10 323,80	10 405,30	10 484,61	10 563,33	10 642,06
13 300	9 142,57	10 049,83	10 132,91	10 215,99	10 299,07	10 382,14	10 464,37	10 544,01	10 623,27	10 702,00
13 400	9 197,71	10 108,18	10 191,25	10 274,33	10 357,41	10 440,48	10 523,45	10 603,09	10 682,73	10 761,94
13 500	9 252,84	10 166,52	10 249,59	10 332,67	10 415,75	10 498,82	10 582,53	10 662,17	10 741,81	10 821,45
13 600	9 307,98	10 224,86	10 307,93	10 391,01	10 474,09	10 557,16	10 640,24	10 721,25	10 800,89	10 880,53
13 700	9 363,12	10 283,20	10 366,27	10 449,35	10 532,43	10 615,50	10 698,58	10 780,32	10 859,96	10 939,61
13 800	9 418,25	10 341,54	10 424,61	10 507,69	10 590,77	10 673,84	10 756,92	10 839,40	10 919,04	10 998,68
13 900	9 473,39	10 399,88	10 482,96	10 566,03	10 649,11	10 732,19	10 815,26	10 898,48	10 978,12	11 057,76
14 000	9 528,52	10 458,17	10 541,30	10 624,37	10 707,45	10 790,53	10 873,60	10 956,68	11 037,20	11 116,84
14 100	9 583,66	10 515,65	10 599,64	10 682,71	10 765,79	10 848,87	10 931,94	11 015,02	11 096,27	11 175,92
14 200	9 638,79	10 573,13	10 657,12	10 741,05	10 824,13	10 907,21	10 990,28	11 073,36	11 155,35	11 234,99
14 300	9 693,93	10 630,61	10 714,60	10 798,60	10 882,47	10 965,55	11 048,62	11 131,70	11 214,43	11 294,07
14 400	9 748,98	10 688,09	10 772,08	10 856,08	10 940,07	11 023,89	11 106,97	11 190,04	11 273,51	11 353,15
14 500	9 803,26	10 745,57	10 829,56	10 913,55	10 997,55	11 081,54	11 165,31	11 248,38	11 331,46	11 412,23
14 600	9 857,53	10 803,05	10 887,04	10 971,03	11 055,03	11 139,02	11 223,01	11 306,72	11 389,80	11 471,30
14 700	9 911,81	10 860,53	10 944,52	11 028,51	11 112,51	11 196,50	11 280,49	11 364,49	11 448,14	11 530,38
14 800	9 966,08	10 918,01	11 002,00	11 085,99	11 169,99	11 253,98	11 337,97	11 421,97	11 505,96	11 589,46
14 900	10 020,36	10 975,12	11 059,48	11 143,47	11 227,47	11 311,46	11 395,45	11 479,45	11 563,44	11 648,07
15 000	10 074,63	11 031,11	11 116,96	11 200,95	11 284,95	11 368,94	11 452,93	11 536,93	11 620,92	11 704,91
15 100	10 129,05	11 087,26	11 174,60	11 258,59	11 342,58	11 426,58	11 510,57	11 594,56	11 678,56	11 762,55
15 200	10 184,07	11 144,03	11 232,86	11 316,85	11 400,85	11 484,84	11 568,83	11 652,83	11 736,82	11 820,82
15 300	10 239,09	11 200,79	11 291,13	11 375,12	11 459,11	11 543,11	11 627,10	11 711,09	11 795,09	11 879,08
15 400	10 294,10	11 257,55	11 348,46	11 433,39	11 517,38	11 601,37	11 685,37	11 769,36	11 853,35	11 937,35
15 500	10 349,12	11 314,32	11 405,22	11 491,65	11 575,65	11 659,64	11 743,63	11 827,63	11 911,62	11 995,61
15 600	10 404,14	11 371,08	11 461,99	11 549,92	11 633,91	11 717,91	11 801,90	11 885,89	11 969,89	12 053,88
15 700	10 459,38	11 426,98	11 518,75	11 608,18	11 692,18	11 776,17	11 860,16	11 944,16	12 028,15	12 112,15
15 800	10 516,09	11 482,87	11 574,70	11 666,42	11 750,44	11 834,44	11 918,43	12 002,42	12 086,42	12 170,41
15 900	10 572,81	11 538,76	11 630,59	11 722,41	11 808,71	11 892,70	11 976,70	12 060,69	12 144,68	12 228,68
16 000	10 629,16	11 594,65	11 686,48	11 778,30	11 866,25	11 950,97	12 034,96	12 118,96	12 202,95	12 286,94

## 90% OF WEIGHTED NET INCOME FOR 1981

Annual gross income	Family situation									
	01	02	03	04	05	06	07	08	09	10
16 100	10 684,53	11 650,54	11 742,37	11 834,19	11 923,64	12 008,55	12 093,23	12 177,22	12 261,22	12 345,21
16 200	11 739,90	11 706,43	11 798,26	11 890,08	11 981,04	12 065,95	12 150,86	12 235,49	12 319,48	12 403,48
16 300	10 795,27	11 762,32	11 854,15	11 945,97	12 037,80	12 123,34	12 208,25	12 293,16	12 377,75	12 461,74
16 400	10 850,63	11 818,21	11 910,04	12 001,86	12 093,69	12 180,73	12 265,64	12 350,55	12 435,46	12 520,01
16 500	10 906,00	11 874,10	11 965,93	12 057,75	12 149,58	12 238,13	12 323,04	12 407,95	12 492,86	12 577,77
16 600	10 960,74	11 929,99	12 021,82	12 113,64	12 205,47	12 295,52	12 380,43	12 465,34	12 550,25	12 635,16
16 700	11 015,23	11 985,88	12 077,71	12 169,53	12 261,36	12 352,91	12 437,82	12 522,73	12 607,64	12 692,55
16 800	11 069,73	12 041,77	12 133,60	12 225,42	12 317,25	12 409,07	12 495,21	12 580,12	12 665,03	12 749,94
16 900	11 124,22	12 097,66	12 189,49	12 281,31	12 373,14	12 464,96	12 552,61	12 637,52	12 722,43	12 807,34
17 000	11 178,72	12 153,55	12 245,38	12 337,20	12 429,03	12 520,85	12 610,00	12 694,91	12 779,82	12 864,73
17 100	11 233,21	12 209,44	12 301,27	12 393,09	12 484,92	12 576,74	12 667,39	12 752,30	12 837,21	12 922,12
17 200	11 287,71	12 265,33	12 357,16	12 448,98	12 540,81	12 632,63	12 724,45	12 809,70	12 894,61	12 979,52
17 300	11 342,20	12 321,22	12 413,05	12 504,87	12 596,70	12 688,52	12 780,34	12 867,09	12 952,00	13 036,91
17 400	11 396,70	12 377,11	12 468,94	12 560,76	12 652,59	12 744,41	12 836,23	12 924,48	13 009,39	13 094,30
17 500	11 451,19	12 432,48	12 524,83	12 616,65	12 708,48	12 800,30	12 892,12	12 981,88	13 066,79	13 151,70
17 600	11 505,69	12 487,50	12 580,24	12 672,54	12 764,37	12 856,19	12 948,01	12 039,27	13 124,18	13 209,09
17 700	11 560,18	12 542,52	12 635,26	12 728,00	12 820,26	12 912,08	13 003,90	13 095,73	13 181,57	13 266,48
17 800	11 614,68	12 597,53	12 690,27	12 783,01	12 875,75	12 967,97	13 059,79	13 151,62	13 238,96	13 323,87
17 900	11 669,17	12 652,55	12 745,29	12 838,03	12 930,77	13 023,51	13 115,68	13 207,51	13 296,36	13 381,27
18 000	11 723,67	12 707,57	12 800,31	12 893,05	12 985,79	13 078,53	13 171,27	13 263,40	13 353,75	13 438,66
18 100	11 778,16	12 762,58	12 855,32	12 948,06	13 040,80	13 133,55	13 226,29	13 319,03	13 411,11	13 496,05
18 200	11 832,66	12 817,60	12 910,34	13 003,08	13 095,82	13 188,56	13 281,30	13 374,04	13 466,78	13 553,45
18 300	11 887,15	12 874,03	12 965,36	13 058,10	13 150,84	13 243,58	13 336,32	13 429,06	13 521,80	13 610,66
18 400	11 941,65	12 930,75	13 020,37	13 113,12	13 205,86	13 298,60	13 391,34	13 484,08	13 576,82	13 667,18
18 500	11 996,14	12 987,50	13 075,39	13 168,13	13 260,87	13 353,61	13 446,35	13 539,09	13 631,83	13 723,70
18 600	12 050,64	13 042,87	13 130,41	13 223,15	13 315,89	13 408,63	13 501,37	13 594,11	13 686,85	13 779,59
18 700	12 105,13	13 098,24	13 185,82	13 278,17	13 370,91	13 463,65	13 556,39	13 649,13	13 741,87	13 834,61
18 800	12 159,63	13 153,61	13 242,54	13 333,18	13 425,92	13 518,66	13 611,40	13 704,15	13 796,89	13 889,63
18 900	12 214,12	13 208,97	13 299,25	13 388,20	13 480,94	13 573,68	13 666,42	13 759,16	13 851,90	13 944,64
19 000	12 268,48	13 264,34	13 355,47	13 443,22	13 535,96	13 628,70	13 721,44	13 814,18	13 906,92	13 999,66
19 100	12 322,11	13 319,71	13 410,84	13 498,23	13 590,97	13 683,72	13 776,46	13 869,20	13 961,94	14 054,68
19 200	12 375,73	13 375,08	13 466,20	13 554,32	13 645,99	13 738,73	13 831,47	13 924,21	14 016,95	14 109,69
19 300	12 429,35	13 430,45	13 521,57	13 611,04	13 701,01	13 793,75	13 886,49	13 979,23	14 071,97	14 164,71
19 400	12 482,97	13 485,81	13 576,94	13 668,07	13 756,03	13 848,77	13 941,51	14 034,25	14 126,99	14 219,73
19 500	12 535,59	13 541,18	13 632,31	13 723,43	13 811,04	13 903,78	13 996,52	14 089,26	14 182,00	14 274,75
19 600	12 590,08	13 596,27	13 687,68	13 778,80	13 866,06	13 958,80	14 051,54	14 144,28	14 237,02	14 329,76
19 700	12 642,37	13 650,76	13 742,81	13 834,17	13 922,83	14 013,82	14 106,56	14 199,30	14 292,04	14 384,78

## 90% OF WEIGHTED NET INCOME FOR 1981

Annual gross income	Family situation									
	01	02	03	04	05	06	07	08	09	10
19 800	12 694,66	13 705,26	13 797,30	13 889,34	13 979,55	14 068,83	14 161,57	14 254,32	14 347,06	14 439,80
19 900	12 746,95	13 759,75	13 851,80	13 943,84	14 035,88	14 123,85	14 216,59	14 309,33	14 402,07	14 494,81
20 000	12 799,24	13 814,25	13 906,29	13 998,33	14 090,38	14 178,76	14 271,61	14 364,35	14 457,09	14 549,83
20 100	12 851,53	13 868,74	13 960,79	14 052,83	14 144,87	14 233,64	14 326,56	14 419,37	14 512,11	14 604,85
20 200	12 903,82	13 923,24	14 015,28	14 107,32	14 199,37	14 289,48	14 380,71	14 474,36	14 567,12	14 659,86
20 300	12 956,11	13 977,73	14 069,78	14 161,82	14 253,86	14 345,33	14 434,85	14 528,51	14 622,14	14 714,88
20 400	13 008,40	14 032,23	14 124,27	14 216,31	14 308,36	14 400,40	14 489,00	14 582,65	14 676,31	14 769,90
20 500	13 060,69	14 086,72	14 178,77	14 270,81	14 362,85	14 454,89	14 543,14	14 636,80	14 730,45	14 824,11
20 600	13 112,98	14 141,22	14 233,26	14 325,30	14 417,35	14 509,39	14 598,70	14 690,94	14 784,60	14 878,25
20 700	13 165,27	14 195,71	14 287,76	14 379,80	14 471,84	14 563,88	14 654,54	14 745,08	14 838,74	14 932,40
20 800	13 217,56	14 250,21	14 342,25	14 434,29	14 526,34	14 618,38	14 710,42	14 799,23	14 892,89	14 986,54
20 900	13 269,85	14 304,70	14 396,75	14 488,79	14 580,83	14 672,87	14 764,92	14 853,37	14 947,03	15 040,69
21 000	13 322,14	14 359,20	14 451,24	14 543,28	14 635,33	14 727,37	14 819,41	14 907,91	15 001,17	15 094,83
21 100	13 374,43	14 413,69	14 505,74	14 597,78	14 689,82	14 781,86	14 873,91	14 963,75	15 055,32	15 148,97
21 200	13 426,72	14 468,19	14 560,23	14 652,27	14 744,32	14 836,36	14 928,40	15 019,60	15 109,46	15 203,12
21 300	13 479,01	14 522,68	14 614,73	14 706,77	14 798,81	14 890,85	14 982,90	15 074,94	15 163,61	15 257,26
21 400	13 531,30	14 577,18	14 669,22	14 761,26	14 853,31	14 945,35	15 037,39	15 129,43	15 217,75	15 311,41
21 500	13 583,59	14 631,67	14 723,72	14 815,76	14 907,80	14 999,84	15 091,89	15 183,93	15 272,97	15 365,55
21 600	13 635,88	14 686,17	14 778,21	14 870,25	14 962,30	15 054,34	15 146,38	15 238,42	15 328,81	15 419,69
21 700	13 688,17	14 740,66	14 832,71	14 924,75	15 016,79	15 108,83	15 200,88	15 292,92	15 384,96	15 473,84
21 800	13 740,46	14 795,16	14 887,20	14 979,24	15 071,29	15 163,33	15 255,37	15 347,41	15 439,46	15 527,98
21 900	13 792,10	14 849,65	14 941,70	15 033,74	15 125,78	15 217,82	15 309,87	15 401,91	15 493,95	15 582,13
22 000	13 843,52	14 904,15	14 996,19	15 088,23	15 180,28	15 272,32	15 364,36	15 456,40	15 548,45	15 638,02
22 100	13 894,94	14 958,25	15 050,69	15 142,73	15 234,77	15 326,81	15 418,86	15 510,90	15 602,94	15 693,87
22 200	13 946,35	15 010,54	15 104,57	15 197,22	15 289,27	15 381,31	15 473,35	15 565,39	15 657,44	15 749,48
22 300	13 997,77	15 062,83	15 158,19	15 251,15	15 343,76	15 435,80	15 527,85	15 619,89	15 711,93	15 803,97
22 400	14 049,19	15 115,12	15 211,81	15 304,77	15 397,73	15 490,30	15 582,34	15 674,38	15 766,43	15 858,47
22 500	14 100,60	15 167,41	15 265,43	15 358,39	15 451,35	15 544,31	15 636,84	15 728,88	15 820,92	15 912,96
22 600	14 152,02	15 219,70	15 318,78	15 412,01	15 504,97	15 597,93	15 690,89	15 783,37	15 875,42	15 967,46
22 700	14 203,44	15 271,99	15 371,07	15 465,64	15 558,59	15 651,55	15 744,51	15 837,47	15 929,91	16 021,95
22 800	14 254,86	15 324,28	15 423,36	15 519,26	15 612,22	15 705,18	15 798,14	15 891,09	15 984,05	16 076,45
22 900	14 306,27	15 376,57	15 475,65	15 572,88	15 665,84	15 758,80	15 851,76	15 944,72	16 037,68	16 130,63
23 000	14 357,69	15 428,86	15 527,94	15 626,50	15 719,46	15 812,42	15 905,38	15 998,34	16 091,30	16 184,26
23 100	14 409,11	15 481,15	15 580,23	15 679,32	15 773,08	15 866,04	15 959,00	16 051,96	16 144,92	16 237,88
23 200	14 459,06	15 533,44	15 632,52	15 731,61	15 826,70	15 919,66	16 012,62	16 105,58	16 198,54	16 291,50
23 300	14 508,46	15 585,73	15 684,81	15 783,90	15 880,33	15 973,29	16 066,25	16 159,20	16 252,16	16 345,12
23 400	14 557,86	15 638,02	15 737,10	15 836,19	15 933,95	16 026,91	16 119,87	16 212,83	16 305,79	16 398,74
23 500	14 607,26	15 690,31	15 789,39	15 888,48	15 987,57	16 080,53	16 173,49	16 266,45	16 359,41	16 452,37

O.C. 2082-79, (1979) 111 O.G., 4323, 4327  
O.C. 48-81, (1981) 113 G.O., II, 253



c. A-3, r.5

## Regulation respecting the classification of employers

Workmen's Compensation Act  
(R.S.Q., c. A-3, s. 124)

### DIVISION I DEFINITIONS

**1.** In this Regulation, unless otherwise indicated by the context,

(a) "class of units" or "class" : means a unit or group of units based on the costs of accidents having occurred in this unit or these units during the preceding 5 fiscal years ;

(b) "sector of economic activity" or "sector" : means a group of units based on the type of economic activity engaged in by these units ;

(c) "unit" : means an industry or group of industries classified under this Regulation.

### DIVISION II CLASSIFICATION OF EMPLOYERS

**2.** Employers mentioned in Schedule A must contribute to the accident fund and are classified according to the units, classes of units and sectors of economic activity that are listed thereunder.

**3.** An employer may belong to more than one unit when the following conditions are met :

(a) the employer operates separate and distinct industries ;

(b) workers are engaged in only one of the industries of that employer and do not work in his other industries ;

(c) work for each industry is performed at a separate and distinct workplace ;

(d) the employer uses an accounting system permitting the determination of salaries paid out in each of these industries, and one in which wages common to separate and distinct industries are allocated in proportion to the bulk assessable payroll of each of the industries ; and

(e) no one existing unit can accommodate this employer.

**4.** The employer must provide the Commission de la santé et de la sécurité du travail with all required information in order that this latter may determine the unit to which he shall belong. He must notify it of any change in his industry.

**5.** For the purpose of setting the assessment rate contemplated in subsection 3 of section 79 of the Workmen's Compensation Act (R.S.Q., c. A-3), units are grouped into classes of units.

**6.** Each class constitutes an insurance mutual on the basis of which the Commission determines the rate of assessment.

**7.** For the purposes of classifying them according to the activities in which they are engaged, units are grouped into sectors.

**8.** Before 1 July of each year, the Commission reviews the classification of employers.

**9.** At the time of such review, the Commission determines which industries shall change units and which units shall change classes ; it may also modify the number of classes in any sector.

**10.** Any employer may contest the amount of his contribution or his classification by applying in writing to the Direction des services financiers of the Commission within 30 days of the mailing of the contribution notice or of the publication of the classification. This procedure does not exempt the employer from paying his assessment bill.

### DIVISION III REVIEW PROCEDURE

**11.** Any employer who is dissatisfied with the decision rendered by the Direction des services financiers pursuant to section 10 may request a revision by the revision office for the classification of industries and the contribution of employers, established under section 171 of the Act respecting occupational health and safety (S.Q., 1979, c. 63 ; after consolidation : R.S.Q., c. S-2.1).

**12.** The appeal must be made to the office within 30 days of the notification to the employers of the decision.

**SCHEDULE A**

(s. 2)

**Sector 1****AGRO-FOOD, FORESTRY AND FISHING**

<i>Class</i>	<i>Unit Number</i>	<i>Title of unit</i>
3.....	02121	Veterinary services
5.....	02161	Artificial insemination of animals
6.....	02172	Hatcheries
7.....	02171	Sorting and classification of eggs; chick sexing and debeaking; trapping and caging of poultry;
8.....	03991	Forest Protection Association
9.....	01931	Production of vegetable or vegetable seeds in greenhouses; ornamental culture; production of strawberries, raspberries or blueberries
	02182	Raising of pet animals; keeping and feeding of livestock; patrol service for stray animals;
14.....	04111	Coastal fishing
	04112	Deep-sea fishing
16.....	02132	Tree trimming and spraying
A .....	03101	Wood cutting; loading of rough timber or logs; preparation of blueberry fields; salvaging of logs; debarking and sale of poles; preparation and cutting of Christmas trees
	03102	Wood cutting with trucking; loading of rough timber or logs with trucking
	03106	Forestry; reforestation
	03111	Wood cutting and unloading; driving; unloading
	03114	Deforestation
	03115	Wood cutting and unloading with trucking
	03116	Wood cutting and sawmill
	03117	Wood cutting, sawmill and planing mill

<i>Class</i>	<i>Unit Number</i>	<i>Title of unit</i>
H .....		
	01111	Operation of dairy cow herds
	01141	Raising of beef, bison and horses
	01152	Raising of hogs, sheep, goats or wild boars
I .....		
	01311	Production of cereals, fodder, oil products or maple syrup
	01371	Production of tobacco
	01511	Production of apples, pears, prunes or grapes
	01513	Market-gardening production for the purpose of transformation
J .....		
	01131	Raising of poultry, fur animals, bees, fishes and rabbits
K .....		
	01512	Market-gardening production for the purpose of consumption in a fresh state

## Sector 2

## MINES

<i>Class</i>	<i>Unit Number</i>	<i>Title of unit</i>
9.....	05804	Pelletization (Iron)
10.....	05806	Pyrometallurgic operations (Iron)
	09912	Mine prospecting ; geophysical operations ; geological surveys
11.....	05803	Open-pit extraction (quarrying) with beneficiation of ores (Iron)
	05805	Open-pit extraction with beneficiation and pelletization (Iron)
13.....	08311	Crushing of stone or gravel ; screening of ore
14.....	05802	Open-pit extraction without beneficiation of ores
	08700	Sand or gravel pit
15.....	07201	Peat bog
16.....	08310	Quarry, treatment of iron silicate, aluminum silicate, magnesium, white marble
	08707	Quarry, sand or gravel pit
21.....	07992	Extraction and crushing of quartz
	09801	Ore drilling
29.....	09911	Shaft sinking for mines and cross cutting and other related work
D.....	05991	Underground mining and beneficiation (miscellaneous metals)
	05993	Open-pit and underground extraction with beneficiation and smelting of minerals (miscellaneous metals)
E.....	07101	Open-pit or underground extraction (asbestos mining)



## Sector 3

## MANUFACTURING INDUSTRIES

<i>Class</i>	<i>Unit Number</i>	<i>Title of unit</i>
1.....	28704	Graphic arts
2.....	24601	Making fur coats, fur clothing or other fur goods
	28702	Electronic composition
	28801	Publication of a weekly
	28802	Publishing or editing
	30507	Manufacturing of needles
	39151	Manufacturing of dentures
3.....	28703	Hand composition (linotype printing)
	39111	Optical laboratory
	39121	Assembling of watches or clocks
4.....	16514	Assembling of plastic or metal toys
	17501	Glove manufacturing
	18311	Manufacturing of man-made and synthetic fibres; texturizing of textiles
	24801	Manufacturing of foundation garments
	24991	Manufacturing of work clothes and uniforms
	33501	Manufacturing or assembling of electronic equipment or printed circuits
	39201	Manufacturing of jewellery or gold, silver or plated wear
5.....	17992	Manufacturing of handbags or purses
	18993	Manufacturing of draperies, curtains and bedspreads
	24311	Manufacturing of clothing
	24994	Miscellaneous clothing industry
	28705	Stereotyping; lithography; manufacturing of plates for printing; colour separation
	30606	Manufacturing of razor blades
	33991	Manufacturing of electric light bulbs
	37201	Manufacturing of chemical fertilizers
	37402	Manufacturing of pharmaceuticals and medicines; manufacturing of wood oils (cedar or pine)
	37702	Manufacturing of toilet articles
	37822	Manufacturing of phosphorus
6.....	23101	Manufacturing of stockings, socks and knitted goods
	26113	Assembling and upholstering of furniture parts; repair of wooden furniture; upholstering using liquid foam; repair of billiard tables or cues

<i>Class</i>	<i>Unit Number</i>	<i>Title of unit</i>
	28601	Printing
	28803	Publication and printing of a daily newspaper
	28901	Publishing and printing
	30413	Manufacturing of electronic control panels, electronic or electrotechnical parts
	31502	Manufacturing of sewing machines
	36511	Refining of crude petroleum
	37612	Manufacturing of insecticides
	39921	Manufacturing of buttons, zippers or emblems
	39961	Manufacturing of pencils or pens
7.....		
	10889	Preparation of leavening compounds (yeast, malt), condiments; grinding and preparing of spices
	10896	Coffee roasting and blending; tea packaging; almond roasting
	16513	Assembling of cartridges or cassettes
	17402	Shoe manufacturing
	17991	Manufacturing and repairing of leather or imitation leather articles
	18994	Manufacturing of knitted fabrics for the clothing industry
	30905	Manufacturing of weatherstripping or aluminum or rubber printing machine rollers
	32103	Aerospace industry
	32105	Manufacturing of aircraft parts
	33105	Manufacturing and repair of electric or pneumatic gauge instruments
	33302	Assembling of light fixtures
	35801	Lime manufacturing
	37501	Manufacturing of paint, varnish or solvents
	37601	Manufacturing of soap and cleaning products
	37821	Manufacturing of chemical products, windshield washer, antifreeze, water softener, petroleum catalyst, antirust products or plastic insulation for pipes
	37993	Manufacturing of glue
	37998	Manufacturing of ink or carbon paper
8.....		
	10311	Fruit and vegetable processing
	10832	Production of margarine, fat or oil
	10891	Manufacturing of chips, pretzels, etc.
	10897	Manufacturing of food products
	10921	Brewery
	15301	Manufacturing of tobacco products
	16280	Manufacturing of adhesive tape
	16293	Manufacturing of rubber stamps
	17994	Making of handicrafts
	18601	Manufacturing of carpets
	18722	Manufacturing of tents and miscellaneous articles made from canvas fabric or cloth
	18941	Silk screen process printing
	26112	Upholstering and repair of furniture or automobile seats
	26604	Manufacturing of wooden or metal picture frames
	27403	Manufacturing of paper articles, tissues for cleaning photocopy machines, or book matches

<i>Class</i>	<i>Unit Number</i>	<i>Title of unit</i>
	30801	Rebuilding of automobile engines
	32901	Manufacturing of snowmobiles, motorcycles, snowblowers and all-terrain vehicles
	39994	Manufacturing of wax products
9.....		
	10721	Bakery product industry
	10812	Confectionery making
	10883	Canning of meats, poultry or fish
	10912	Manufacturing of soft-drinks, wines or ciders
	16241	Manufacturing of rubber footwear or garments, mudguards, inflatable rafts, blasting mats
	16294	Manufacturing of vinyl and linoleum tiles; manufacturing of insulation for pipes
	16504	Manufacturing of plastic articles by injection
	18101	Manufacturing of spun yarns, rope, cordage, nets, twine and sewing thread; preparation of bristle
	18991	Manufacturing of first aid or hygienic products
	25803	Manufacturing of wooden caskets
	26193	Assembling of furniture or trophies
	26605	Manufacturing of mattress or box springs
	27202	Manufacturing of asphalt roofing; preparation of artificial abrasives
	28701	Bookbinding
	29103	Manufacturing of steel
	29604	Manufacturing of aluminum ware or aluminum foil
	29804	Manufacturing of metal rods; application of metallic powder to metal parts
	30207	Manufacturing of special valves for submarines
	30501	Manufacturing of graphite electrodes
	30502	Manufacturing of electrodes for welding or of material for welding
	30504	Manufacturing of metal lead wires or conductors
	30601	Manufacturing of garden tools
	30701	Manufacturing and repair of radiators for automobiles
	32101	Aircraft repair
	33202	Manufacturing of household electrical appliances
	33301	Manufacturing of lighting appliances
	33602	Manufacturing of electrical motors or generators
	33994	Manufacturing of electrical parts for distribution
	39316	Manufacturing and repair of bicycles
	39318	Manufacturing of metal sporting goods
	39320	Manufacturing of sporting goods or wood and metal gymnasium equipment
10.....		
	10117	Recovery of meat unfit for human consumption
	10201	Fish processing
	10313	Canning of fruits and vegetables; pasturization or homogenization of honey
	10431	Dairy product industry
	10931	Production of beer
	18942	Dyeing and finishing of textile products; bleaching and finishing of textiles products
	26192	Manufacturing of wooden furniture including upholstering
	29101	Manufacturing of iron, aluminum, bronze, copper or zinc oxide powders; treatment of calcined bauxite

<i>Class</i>	<i>Unit Number</i>	<i>Title of unit</i>
	29502	Finishing of copper
	29803	Manufacturing of calcium carbide, acetylene gas, carbon black
	29805	Die casting
	30101	Reconditioning of boilers and reservoirs; repairing of tank-truck reservoirs
	30409	Manufacturing of articles by stamping metals
	30415	Painting, dyeing or enamelling shop; application of anti-rust preparations
	30505	Manufacturing of metal cables
	30602	Manufacturing of machine tools
	30604	Manufacturing of hardware articles
	30802	Machine shop; sharpening of saws, scissors or knives
	30906	Manufacturing of air filters
	32301	Bus manufacturing
	32302	Truck manufacturing
	33109	Sale and rental, with repair, of household electrical appliances
	35201	Manufacturing of cement
	35992	Manufacturing of gypsum board
	35995	Manufacturing of insulating materials made from calcium silicate
	37301	Manufacturing of plastic
	37823	Manufacturing of pigments, resin glue, synthetic resin or lead oxide and salt
	37992	Ammunition works
	39311	Manufacturing of hockey sticks or component parts for hockey sticks
	39913	Assembling of component parts for brooms, brushes, dishmops and floormops
	39942	Manufacturing of pipe organs or pianos
	39999	Assembling products made from wood, plastic, fiberglass or cement
11	10821	Processing of sugar cane and sugar beets
	16231	Manufacturing of rubber tires or inner tubes
	16502	<b>Manufacturing of fiberglass products</b>
	16508	Manufacturing of plastic articles by air pressure, polyurethane articles or cassette tapes; lettering, cutting or rolling of plastic
	17201	Leather tannery; preparation or dyeing of skins and furs
	17401	Shoe repair
	17993	Manufacturing of suitcases
	18992	Manufacturing of woven fabrics and miscellaneous textile products
	27402	Glazing, finishing, waxing or oiling of paper
	29501	Manufacturing of aluminum
	29503	Zinc refining
	30313	Manufacturing and installation of sheet metal or aluminum windows, window frames or doors; manufacturing of screens
	30422	Shop manufacturing of sheet metal gutters or siding
	30503	Manufacturing articles from metal threads
	31500	Manufacturing with installation or repair of hydraulic or pneumatic jacks
	31601	Manufacturing of commercial refrigeration equipment
	32411	Manufacturing of truck bodies; assembling of truck body parts
	33606	Assembling of electric motors
	35629	Manufacturing of sealed glass windows or doors

<i>Class</i>	<i>Unit Number</i>	<i>Title of unit</i>
	35991	Manufacturing of steel wool
	37994	Manufacturing of explosives, fireworks or component parts for explosives
12.....		
	10112	Animal slaughtering and meat or poultry processing
	10114	Animal slaughtering; conditioning, preparation and processing of meat or poultry
	10115	Preparation, processing or salting of meat
	16298	Manufacturing of rubber industrial parts or cellular products
	16515	Manufacturing of plastic bags
	25441	Manufacturing and installing of wooden cupboards
	25601	Manufacturing of wooden pallets or boxes without production of sawn lumber; manufacturing of wooden lawn and garden accessories, patterns, ladders, fences or wooden barrels
	25995	Manufacturing of small wooden articles
	26194	Mass production of furniture, furniture frames or trophy parts
	30203	Manufacturing and installing of small stainless steel articles
	30411	Chemical plating or electroplating
	30420	Manufacturing of sheet metal products with wood, plastic or upholstery
	30705	Manufacturing or assembling of heating or air conditioning equipment
	31506	Manufacturing of heavy machinery or industrial equipment
	31508	Manufacturing of conveyors
	32423	Construction of mobile homes
	32424	Manufacturing of trailers or tent trailers; manufacturing and rental of mobile shelters; outfitting of light van interiors
	32502	Manufacturing of springs, mufflers or exhaust pipes for motor vehicles
	32601	Construction or repair of locomotives
	32801	Manufacturing of wooden rowboats, canoes, paddles, oars or snowshoes; sale, rental or storage with repair of small water craft
	33604	Manufacturing of lightning rods, high tension line switch disconnectors or ordinary transformers
	35123	Manufacturing of ceramic, plaster or synthetic marble articles or accessories
	35628	Glass manufacturer; manufacturing of sealed glass, mirrors or glass containers
	36901	Heat treating of steel, volcanic stone, metal or wood; manufacturing or transformation of charcoal
	39702	Manufacturing, installation or repair of commercial signs
13.....		
	10512	Milling industry
	10911	Manufacturing of soft drinks including sale and distribution
	16505	Manufacturing of plastic articles by extrusion
	25414	Manufacturing of wooden doors or window frames
	25417	Manufacturing of wooden roof trusses or laminated wood frames
	25422	Manufacturing of wooden floor tiles or wooden flooring
	25433	Manufacturing of prefabricated or precut wooden houses
	26196	Manufacturing of wooden furniture for electrical appliances or wooden cases for musical instruments

<i>Class</i>	<i>Unit Number</i>	<i>Title of unit</i>
	27322	Manufacturing of cardboard tubes, paper cordage or twine including preparation of the woodpulp
	29104	Processing of metal by lamination
	29603	Manufacturing of aluminum sheet metal or sections
	30312	Assembling and installing of parts for metal, aluminum, wood or vinyl frames, windows or doors
	30421	Manufacturing of sheet metal products
	30607	Manufacturing of cutting edge or drilling instruments for machine-tools
	30907	Manufacturing of articles from steel or aluminum pipes
	31101	Manufacturing of farm machinery or agricultural implements
	31509	Repair, installation or maintenance of various types of machinery or equipment
	32303	Manufacturing of automobiles
	32414	Manufacturing, with installation, of steel or aluminum truck bodies
	32604	Manufacturing or repair of subway or railroad cars
	33601	Manufacturing of steam generators, evaporators and nuclear power plant components
	33605	Manufacturing of high power transformers
	35121	Manufacturing of porcelain articles or accessories
	35501	Manufacturing of ready-mix cement
	35911	Manufacturing of refractory stone, brick or cement
	37921	Manufacturing of caulking materials, metal polish, shoe polish
	39995	Manufacturing or assembling of small metal articles
14.....	10511	Flour mill
	10885	Specialty food industry
	16282	Manufacturing of blasting mats and carpet underpads
	25415	Manufacturing of wooden mouldings
	25419	Carpentry or cabinet making shop
	25443	Carpentry and cabinet making in shop with installation of the products manufactured
	25972	Manufacturing of small wooden objects
	25996	Wood turning
	29102	Manufacturing of ferro-alloys and silicon
	32421	Manufacturing and repair of trailers for automobiles; sale and rental with repair of trailers or containers
	33911	Manufacturing or assembling of storage batteries
15.....	18511	Manufacturing of felt, felt goods; processing of textile wastes; preparing cotton batting, shreddings or textile fibres
	25151	Planing mill; manufacturing of wood wool
	29403	Manufacturing of cast iron, copper, bronze or aluminum articles
	30103	Manufacturing of boilers or water tanks
	30204	Manufacturing of small stainless steel articles
	30206	Manufacturing of steel frame parts
	30311	Manufacturing, installation and repair of industrial doors
	30391	Manufacturing of ornamental iron work, forging
	30410	Manufacturing of cold-drawn metal articles

<i>Class</i>	<i>Unit Number</i>	<i>Title of unit</i>
	35111	Manufacturing of clay products
	35303	Manufacturing of stone monuments and tombstones or marble products; cutting and shaping of natural stone; cutting and preparing of acid-resistant panels
16.....		
	25409	Manufacturing and installation of wooden doors and frames
	25605	Manufacturing of wooden pallets or boxes with trucking but without production of sawn lumber
	25911	Protective treating of wood
	35309	Manufacturing of tombstones with quarry
	35491	Manufacturing of concrete products
	35701	Manufacturing of silicon carbide
17.....		
	25152	Planing mill and wood trade with trucking
	29402	Foundry
	30392	Manufacturing and installation of ornamental iron work
	32701	Boat building, repair or boat yard
	32702	Dockyards
20.....		
	35494	Manufacturing of asbestos-cement products
22.....		
	35493	Manufacturing of prestressed concrete products
	35923	Manufacturing of asbestos thread, textiles, ceiling elements or asbestos weatherproof gaskets
A.....		
	25133	Sawmill and wood trade with trucking
	25138	Sawmill and wood trade; manufacturing of wood chips
	25141	Sawmill and planing mill with wood trade
	25142	Sawmill and planing mill with wood trade and trucking
	25143	Sawing of logs for the public
	25162	Manufacturing of wooden pallets and boxes with production of sawn lumber and trucking
	25171	Manufacturing of shingles or manufacturing and assembling of laths for wooden fences with trucking
B.....		
	25201	Veneer mill including peeling operations
	25202	Manufacturing of veneer or plywood panels without peeling operations
	25203	Manufacturing of plywood panels or wooden baskets including peeling operations
C.....		
	27101	Manufacturing of paper
	27102	Manufacturing of chemical or mechanical pulp
	27104	Manufacturing of insulation board
	27105	Manufacturing of laminated panels; overlaying or overprinting of plywood panels
	27321	Manufacturing of corrugated cardboard boxes

## Sector 4

## CONSTRUCTION

<i>Class</i>	<i>Unit Number</i>	<i>Title of unit</i>
7.....	42135	Installation of electronic equipment
8.....	42131	Installation of conventional alarm systems
11.....	42132	Residential electrical works
	42191	Erection of fences; installation of guardrails
12.....	40943	Underground drainage works
	40961	Construction, installation and maintenance of in-ground swimming pools
	42112	Maintenance of oil burners and furnaces
	42117	Contractor in plumbing, heating, electricity, oil burners and similar work
	42141	Installation of maintenance of elevators
	42172	Laying of wooden floors; laying of flooring; laying of marble, granite or other similar materials
	42263	Erection of structural prestressed concrete
	42296	Landscaping works
13.....	40612	Paving works excluding public roads
	40993	Erection of reservoirs; installation of boilers and water towers
	42121	Refrigeration works
	42133	Installation of electric wiring in commercial or industrial buildings; installation of street lighting
	42243	Rental of construction machinery with operators; maintenance of roads
	42291	Building site machinery
14.....	40411	Residential construction
	40492	Industrial construction
	40911	Dredging works
	40992	Surface drainage works
	42113	Home plumbing or heating work
	42114	Plumbing or heating work — commercial, institutional or industrial; sale or rental with repair and maintenance of industrial or commercial furnaces; installation or maintenance of gas pipes or reservoirs
	42116	Sprinkler installation
	42183	Tinware works
	42241	Rental of cranes with operators
	42244	Excavation and trucking or road maintenance



<i>Class</i>	<i>Unit Number</i>	<i>Title of unit</i>
15.....	40431	Construction work by application
	40611	Highway paving, including operation of an asphalt plant
	40941	Construction of oil and gas pipelines
	42151	Painting
	42162	Interior finishing
16.....	40412	Installing of prefabricated homes
	40491	Construction of commercial and public buildings
	42211	Bricklaying or masonry
	42221	Cement work; concrete or asphalt cutting
	42242	Excavation for buildings; excavation with building framework
	42251	Carpentry or woodwork
	42272	Insulation of buildings
	42294	Residential framework
17.....	40691	Construction of roads, docks, piers, culverts, railways; diving service
	40693	Construction of bridges, viaducts or other similar work
	40921	Special work on difficult ground
	40948	Excavation for laying of underground pipes ; construction of telephone or cable networks ; erection of line poles
18.....	40942	General contractors in municipal works; excavation for general construction
	42261	Installation of reinforced steel
	42271	Commercial or industrial insulation; manufacturing and installation of insulation boards for oil tanks
	42287	Moving of buildings
	42292	Artesian well drilling
	42297	Cleaning by sandblasting or steam
19.....	42181	Application of exterior covering; sale and installation of aluminum doors, windows or siding
	42182	Roofing work; installation of lightning rods or other elevated work
20.....	40931	Construction of power distributing lines
	40932	Construction of power transmission stations
	40933	Construction of energy transport lines; construction of short-wave towers
	42290	Waterproofing
	42293	Formwork for industrial, commercial and institutional buildings, or for civil engineering work
21.....	42284	Pile driving
	42298	Drilling, dynamiting for construction

<i>Class</i>	<i>Unit Number</i>	<i>Title of unit</i>
24.....	40991	Underground drilling for civil engineering work
	42288	Demolition contractors
26.....	42262	Erection of structural steel

## Sector 5

## TRANSPORTATION AND COMMUNICATIONS

<i>Class</i>	<i>Unit Number</i>	<i>Title of unit</i>
2.....	50591	Piloting service, water transport
	51751	Travel agency ; wholesaler in travel
	54311	Radio station
3.....	50101	International aviation service
	50511	Maritime agency
4.....	54331	Television station
5.....	51732	Forwarding agency
	54411	Operation of telephone lines ; recovery of telephones, telephone repair ; telephone cable splicing
6.....	51711	Operation of parking lots or garages
7.....	50102	Aerial transportation ; ramp service
	50903	Passenger transportation by bus, including repair and maintenance of the vehicles
	50904	Passenger transportation by bus
	57401	Operation of natural gas, steam or water distribution stations ; operation and maintenance of oil or gas pipelines
8.....	50412	Passenger transportation by boat
	50905	Transport Commission
	57201	Production and distribution of electricity
9.....	51731	Grading, drying, storing of grain
	51733	Merchandise inspection service
10.....	50415	Towing, salvaging, mooring or unmooring of ships
	54361	Cable television service ; installation of wires for cable
11.....	50702	Transportation by tank trucks
	50712	Messenger service
	51201	Passenger transportation by taxi
	52791	Packing, crating or storing service

<i>Class</i>	<i>Unit Number</i>	<i>Title of unit</i>
12.....	50103	Operation of private planes and private airports ; flying school ; aerial spraying
	50331	Operation of railways and allied services ; storage services
	50706	Transportation or sale of animals
13.....	51911	Operation of ambulance service
14.....	50704	General trucking (long distance)
15.....	50601	Moving and storage of furniture ; transport of electronic equipment
	50707	Transport of explosives or similar hazardous articles
	57991	Maintenance of refuse dumps ; sanitary landfill ; incineration of garbage
16.....	50701	Bulk trucking
	50703	General trucking (local) ; recovery of oils and fats
	57994	Garbage removal
17.....	50411	Transport of goods by boat ; rental of ships with crew
	57993	Cleaning of reservoirs, sewers, cesspools, septic tanks or industrial equipment
19.....	50708	Transport by floats ; transport of prefabricated houses or mobile homes
	50710	Transport of automobiles
24.....	50551	Loading or unloading of ships

## Sector 6

## TRADE

<i>Class</i>	<i>Unit Number</i>	<i>Title of unit</i>
2.....	69711	Tobacco store
	69964	Retail sale or rental of musical instruments or accessories
	69965	Retail sale of records, cassettes or tapes
3.....	62381	Wholesaler of transport material or parts
	62961	Wholesaler of jewellery
	66991	Retail of clothing
	68111	Drugstore
	69401	Jewellery store
	69935	Auctioneering
	69941	Sale or rental of orthopedic appliances
	69951	Retail sale of photographic equipment
4.....	60211	Wholesaler of trees, ornamental shrubs and flowers
	61810	Wholesaler of home or office furniture or household electrical appliances
	61993	Retail sale of automobile parts and accessories (new)
	62311	Wholesaler of medical or scientific equipment
	62331	Sale or rental of office equipment with repair
	62344	Wholesaler of commercial furniture, machinery or equipment, vending machines
	62921	Wholesaler of games, toys, sporting goods or photographic equipment
	62932	Wholesaler of chemical products
	63121	Retail sale of chocolate, confectionery or biscuits
	65492	Self-service gas station
	66391	Retail sale of shoes, handbags, suitcases or other leather or imitation leather goods
	69131	Book store
	69933	Retail sale of wallpaper, paint or artists' supplies
	69943	Optician; hearing-aid acoustician
5.....	61601	Wholesaler of toilet articles, pharmaceutical or cleaning products
	61710	Wholesaler of apparel, dry goods or leather goods
	62365	Sale or rental, without repair, of heavy machinery, material-handling equipment, trailers or containers
	62971	Wholesale of newspapers, magazines or books
	62993	Sales agent
	64241	Direct warehouse outlet to consumers
	64251	Department store
	65497	Gas station with service
	67621	Wholesale or retail sale of draperies or floor coverings

<i>Class</i>	<i>Unit Number</i>	<i>Title of unit</i>
	67631	Retail sale or rental of sewing machines, with repair
	67811	Repair of electronic appliances and musical instruments
	67815	Sale, rental, installation, repair or maintenance of electronic appliances, musical instruments, photographic equipment and theatrical lighting equipment: reconditioning of television picture tubes; installation of radio or television aerials
	69923	Retail sale of sporting goods; rental and repair of sports equipment
	69931	Retail sale of art goods, religious articles, toys, souvenirs, imported goods, stamps or coins.
6.....		
	61101	Wholesaler of paper or paper goods
	61501	Wholesaler of tobacco products
	61811	Wholesaler of dishes, pottery, glassware or other similar articles
	61991	Wholesaler of automobile parts and accessories (new)
	61992	Wholesale and retail sale of automobile parts and accessories
	62192	Wholesaler of electronic equipment components
	62364	Sale or rental with installation or repair of industrial or manufacturing machinery
	62434	<b>Wholesaler of hardware, plumbing heating or electrical equipment; sale and installation of pre-fabricated fireplaces; wholesaler of foam rubber, including cutting and packing</b>
	63151	Grocery store
	63291	Retail sale of imported specialties, diet foods, delicatessen, pastries or seafood products
	64271	General store: wholesale or retail sale of firewood, charcoal, natural ice blocks; making and delivery of man-made ice
	65494	Self-service gas station with automatic car wash
	67301	Retail sale of hardware
	67634	Retail sale of lighting fixtures and electrical accessories
	67812	Sale, repair and installation of scientific instruments or communications equipment, taximeters, air conditioning systems or automobile heaters
	67892	Repair of electrical household appliances
	69201	Florist
	69925	Sale, installation and cleaning of swimming pools
	69991	Retail sale of woollen goods, knitwear, fabrics or sewing accessories
	69992	Retail sale of cosmetics, wigs, toupees
	69997	Retail sale of beverages
7.....		
	61431	Retail sale and distribution of dairy products
	62992	Wholesaler of animal food and fertilizer
	62994	Packaging and marketing
	63131	Retail sale of fruits and vegetables
	63161	Grocer-butcher
	63281	Chain supermarket
	69712	Convenience store

<i>Class</i>	<i>Unit Number</i>	<i>Title of unit</i>
8.....	60805	Sale and distribution of petroleum products with maintenance or installation of equipment
	61411	Sale and distribution of baking or pastry products
	61472	Wholesaler of food products
	62362	Sale, rental or installation with repair of warehouse equipment
	62991	Auctioning of animals; riding stable (rental); riding centres; operating of animal-drawn vehicles
	65841	Repair of electric systems in automobiles or industrial machinery
	65851	Sale and installation of automobile mufflers
	65891	Sale and installation of automobile glass
	67633	Retail sale of furniture, electrical household appliances or stereophonic equipment
	67891	Sale or rental, with repair, of electrical household appliances or welding equipment
	69881	Sale, rental and service of mobile homes, tent-trailers and travel trailers
	69994	Wholesale and retail sale of kitchen cabinets, windows or doors
	69995	Retail sale of gardening implements; pet shops
9.....	60802	Sale and distribution of petroleum products without maintenance or installation of related equipment
	61471	Sale and distribution of soft drinks or mineral water
	61492	Wholesaler and distribution of beer
	61931	Sale and repair of tires, including installation
	62682	Sale of lumber and construction material with hardware
	62683	Wholesaler of lumber or construction material
	63171	Butcher-shop
	65611	Sale of new or used automobiles, including repair
	65831	Repair of automobile bodies
	69911	Sale or rental, with repair of snowmobiles, motorcycles, lawn-mowers, chain saws or other similar equipment
10.....	61451	Wholesaler of meat products
	61461	Wholesaler of fruit, vegetables and fish
	61932	Vulcanization, sale, repair and installation of tires
	62712	Salvaging of motor vehicle parts
	65491	Service station (with or without self-service)
	65881	Repair and installation of automobile speedometers
11.....	62203	Sale or rental with repair of farm implements or agricultural machinery and equipment
	65893	Garage without sale of gas; repair of diesel engines; towing service; brake repair and installation
12.....	62502	Sale of metals or alloys with warehousing

<i>Class</i>	<i>Unit Number</i>	<i>Title of unit</i>
14.....		
	62201	Repair of heavy machinery
	62681	Sale of lumber and construction material
	62731	Sale of paper or cardboard waste
15.....		
	62931	Retail sale and repair of fire extinguishers, janitorial machinery and equipment or portable chemical toilets
	65896	Sale and repair of used automobiles
16.....		
	62792	Sale of scrap metal
	65871	Repair and installation of automobile suspension parts
17.....		
	62793	Motor vehicle wrecking



## Sector 7

## OTHER SERVICES

<i>Class</i>	<i>Unit Number</i>	<i>Title of unit</i>
1.....		
	72112	Broker
	82421	Optometrist's office
	82491	Chiropractic clinic
	82501	Dentist's office
	82602	X-ray clinic or laboratory
	82791	Regional health and social services board
	85301	Data-processing service
	86601	Attorney's or notary's office
	86701	Actuarial consultant
	86921	Press agency
	86942	Collection agency or consumer credit reporting bureau
2.....		
	70121	Bank; banking agency
	70211	Credit union; savings bank
	70321	Trust company
	71131	Loan company
	76111	Insurance enterprise
	76121	Insurance broker
	80501	College of general and vocational education
	82391	Physician's office
	82601	Medical laboratory
	82896	Social services centre
	84221	Audio-visual production, post-synchronization (dubbing); motion picture distribution; reproduction of photographic slides or sound tracks; promotion of phonograph records; recording studio
	84941	Operation of race track
	86101	Accounting, auditing, management or organization syndic or service
	86301	Practice of architecture
	86490	Sale, rental or repair of data-processing systems
	86492	Industrial designing
	86952	Telephone answering service
	86991	Customs broker
	87291	Hairdressing shop
	89171	Professional or business corporation or association
	89523	Sale or rental with installation and repair of medical equipment
3.....		
	72111	Stock broker; securities or term deposit broker; underwriter; investment counsellor; specialist in investment analysis
	73161	Management enterprise
	77132	Expert appraisers or adjusters

<i>Class</i>	<i>Unit Number</i>	<i>Title of unit</i>
	80231	School corporation
	80631	University
	80702	Library
	82831	Day-care centre
	82893	Detoxification centre
	82895	Local community service centre
	83104	Episcopal corporation
	85101	Manpower placement service or employment agency
	86202	Promotion or development agency
	86203	Publicity agency or theatrical agency
	86943	Information, inquiry or research service; bailiff services
	87293	Beautician
	89151	Labour union association or federation; joint committee
	89392	Photography
	89522	Sale or rental with repair of analysis and laboratory instruments
4.	80232	Private subsidized institution
	80301	Private educational institution
	82381	Medical clinic; anaesthesia service
	82431	Nursing service
	82492	Physiotherapy clinic
	83102	Parish rectory or church
	84211	Motion-picture production
	84961	Operation of tennis club, sailing club or yacht club
	85102	Establishment supplying professional services, secretaries and office workers
	86450	Engineering service; supervision of construction work
	87931	Operation of Turkish bath, massage parlour or physical fitness studio; shoeshine parlour or stand; check room
	88652	Lunch counter
	89391	Developing and printing of film
	89599	Sale or rental, with repair, for instruments measuring precision and control
	89911	Fraternal, political, social, community or religious association
5.	77131	Real estate agency
	82111	General hospital
	82171	Convalescent home
	82892	Help centre
	82894	Social or charitable organization
	83103	Parish rectory or church with other services
	84111	Movie theatre or drive-in theatre
	84981	Recreational or sports promotion or development organization
	86431	Research laboratory
	86951	Office services to businesses or to individuals
	88334	Social club
	88651	Mobile canteen
	88656	Restaurant or convenience store with gas station
	88657	Base exchange
	89992	Driving school

<i>Class</i>	<i>Unit Number</i>	<i>Title of unit</i>
6.....	82151	Psychiatric hospital
	82173	Rehabilitation centre
	82220	Hospital centre for prolonged care
	82891	Home care centre
	84511	Management of orchestra or choir
	84962	Golf course
	84966	Sports club
	84992	Operation of a covered or uncovered arena or stadium; curling club
	85503	Installation of electronic alarm systems
	86931	Interior decorators or merchandise display service
	87402	<b>Laundering, dry-cleaning services ; drop-off counter</b>
	87711	Funeral services
	88114	Motel
	88611	Beer parlour
	88622	Cabaret or night-club
	88631	Restaurant
	88632	Restaurant with delivery
	88633	Sidewalk-café or bar
	88641	Cafeteria
	88654	Preparation of food without delivery
	89521	Sale, with repair and installation, of industrial and commercial scales
	89544	Sale, rental or operation of coin-operated vending machines or amusement machines
7.....	80281	Sheltered workshop
	80491	Vocational training and employment Commission
	82172	Functional rehabilitation centre
	82174	Youth protection centre
	83101	Religious community
	84611	Lottery ticket agent
	84942	Racing stable
	86420	Land surveyor services; aerial photography; archaeological research
	86432	Laboratory for testing concrete and asphalt
	87961	Rental of clothing or linens
	88111	Hotel, rooming house, student residence, youth hostel
	88112	Motel with services
	88113	Hotel-motel
	88621	Discothèque
	89593	Sale or rental, with repair, of pumping equipment, water filtration equipment and swimming pool accessories; installation of hose fittings
8.....	77211	Renting and operating of offices or non-residential buildings; bus terminal
	80701	Private museum; operation of a historic site
	84321	Bowling alley or pool hall
	84512	Play production or management of theatrical groups

<i>Class</i>	<i>Unit Number</i>	<i>Title of unit</i>
	85501	Investigation or security service
	86201	Handbill or newspaper distribution
	87404	Towel and diaper service
	87721	Cemetery
	88655	Take-out food service with delivery
	89402	Automobile rental with repair
	89771	Sale and rental of electric motors
9.....		
	84963	Operation of ski-centre; snowmobile club
	88401	Hunting or fishing association or club
	88403	Operation of camp ground, open air recreational centre; summer camp; hunting or fishing camp
	89511	Sale or rental, with repair, of portable tools for the construction industry or handyman, of highway safety equipment; rental of space and equipment for automobile repair
	89893	Building or home cleaning service; chimney cleaning; cleaning of carpets or boilers
10.....		
	84993	Operation of a recreational and sports centre; operation of shooting grounds
	84997	Organization of popular festivals; operation of amusement parks or carousels
	87408	Industrial laundry
	88612	Tavern
	88658	Catering service; operation of reception facilities
	89512	Sale, rental or installation with repair of diesel engines and generating sets
	89514	Sale or rental, with repair, of heavy equipment and machinery (without operators)
	89811	Disinfection, fumigation or extermination service
11.....		
	80703	Zoo
	84513	Management of dance troupes and productions
	89592	Sale, with installation and repair, of industrial and commercial air-conditioning and refrigerating equipment
12.....		
	85103	Enterprise supplying truck drivers
	87712	Funeral services with operation of ambulances
	89591	Sale, with installation and repair, of industrial and commercial air-conditioning and refrigerating equipment
	89602	Welding shop
13.....		
	89401	Sale or rental of automobiles without repair
14.....		
	89751	Sale, installation and repair of safes and locks
	89791	Sale, installation and maintenance of garage equipment

<i>Class</i>	<i>Unit Number</i>	<i>Title of unit</i>
15.....	85104	Enterprise supplying services of skilled, semi-skilled or unskilled workers
	89601	Mobile welding unit
18.....	89895	Exterior cleaning of windows

## Sector 8

## PUBLIC SERVICES

<i>Class</i>	<i>Unit Number</i>	<i>Title of unit</i>
5.....	95100	Municipal commission; municipal or intermunicipal service
	95101	County corporation
6.....	95103	Indian band council
	95104	Urban community
	95106	Municipal corporation whose services are subcontracted
7.....	95108	Municipal corporation excluding police and fire services
8.....	95102	Municipal housing office
9.....	95109	Municipal corporation whose only service is volunteer firemen
11.....	95107	Municipal corporation with services
	95110	Urban community providing police service
F.....	90904	Educational institution (student trainees)
G.....	90902	Assistance programme for job creation
L.....	93101	Departments and governmental agencies not listed in the other units
M.....	93102	Ministère de l'Agriculture, des Pêcheries et de l'Alimentation ; Ministère de l'Industrie, du Commerce et du Tourisme ; Ministère de la Justice ; Ministère de l'Énergie et des Ressources ; Société des loteries et courses du Québec ; National Assembly
N.....	93103	Ministère du Loisir, de la Chasse et de la Pêche ; Ministère des Transports ; Ministère des Travaux publics et de l'Approvisionnement ; Office des autoroutes du Québec
O.....	93104	Sûreté du Québec

O.C. 2081-79, (1979) 111 G.O. II, 5755

Decision of 29.08.80, (1980) 112 G.O. II, 4692

O.C. 1327-81, (1981) 113 G.O. II, 1567 and 1937



c. A-3, r.6

## **Regulation respecting statements of wages**

Workmen's Compensation Act  
(R.S.Q., c. A-3, s. 124)

**1.** Every employer who operates an industry subject to the Workmen's Compensation Act (R.S.Q., c. A-3) shall transmit to the Commission de la santé et de la sécurité du travail, on or before the last day of February of each year, the statement provided for in section 88 of the said Act.

**2.** Any employer who fails to produce this statement within the delay prescribed in section 1, or who fails to obtain from the Commission an additional delay to produce this statement, remains obliged to pay the full amount for which he must be assessed and becomes liable, besides his personal responsibility for the payment of the compensations for any accident and the fine imposed by the Act, to pay an additional assessment not to exceed 5% of the amount due for his assessment and furthermore, as of the 1 April of each year, an interest at the rate of 5% per year for each additional day in arrears.

**3.** Any employer who is unable to produce this statement within the delay granted must, in writing, request an extension from the Commission and give the latter, before the last day of February, the reasons in support of his petition. Should such request be refused, the employer in default is then liable to the penalties provided for in section 2.

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O.C. 108-71, (1971) 103 O.G., 483  
O.C. 1875-71, (1971) 103 O.G., 4770



c. A-3, r.7

**Regulation respecting the medical examination provided for in section 23 of the Workmen's Compensation Act**

Workmen's Compensation Act  
(R.S.Q., c. A-3, ss. 23 and 124)

**1.** Respecting the medical examination as provided for in section 23 of the Workmen's Compensation Act (R.S.Q., c. A-3) :

(a) the employer may, at any time, request a first examination of any injured worker ;

(b) the employer may request another examination for a same pathological condition, provided that a period of 4 weeks has elapsed since the previous examination.

**2.** If an employer requests a new examination less than 4 weeks following the preceding examination, it is possible for the claimant to contest its necessity. This contestation must be filed immediately and it shall be studied within the shortest delay by the medical bureau of the Commission de la santé et de la sécurité du travail which renders its decision.

**3.** The employer may, at any time, be required to give the reasons for which he requests this examination.

**4.** In last recourse, the case under dispute is submitted for consideration by the Commission which renders the final decision as to the necessity or the futility of said request.

**5.** The employer shall pay for the reasonable expenses incurred by an injured worker in undergoing any medical examination and also for the salary lost due to said examination, if the latter is not in receipt of compensation. Any dispute over this point is settled as if the examination had been ordered by the Commission.

**6.** This Regulation does not apply to the so-called "re-employment" examination, which is carried out by the employer's physician when the injured worker returns to work.





c. A-3, r.8

## Regulation respecting occupational diseases

Workmen's Compensation Act  
(R.S.Q., c. A-3, s. 124, subpar. y)

**1.** In addition to the occupational diseases in Schedule D to the Workmen's Compensation Act (R.S.Q., c. A-3), the occupational diseases listed in Schedule 1 to this Regulation are also recognized as characteristic of a particular type of work or directly related to the risks inherent in a particular type of work.

### SCHEDULE 1

(s. 11)

Disease	Type of work
<b>1. Poisoning:</b>	
(1) Diseases caused by monochloroethylene (vinyl chloride) and its toxic compounds	Any work involving exposure to this substance.
(2) Diseases caused by manganese and its toxic compounds	Any work involving the utilization or handling or other form of exposure to manganese, its compounds or other substances containing manganese.
(3) Diseases caused by beryllium and its toxic compounds	Any work involving the utilization or handling or other form of exposure to beryllium, its compounds or other substances containing beryllium.
(4) Diseases caused by chlorine and its toxic compounds	Any work involving the utilization or handling or other form of exposure to chlorine, its compounds or other substances containing chlorine.
(5) Diseases caused by sulfur and its toxic compounds	Any work involving the utilization or handling or other form of exposure to sulfur, its compounds or other substances containing sulfur.
(6) Diseases caused by fluorine and its toxic compounds	Any work involving the utilization or handling or other form of exposure to fluorine.
(7) Diseases caused by pesticides (organic chlorates, organic phosphates, carbamates, methyl bromide, ethylene oxide, acrylonitrile, copper salts and others)	Any work involving exposure to such pesticides.
(8) Diseases caused by nitroglycerin or other nitric acid esters	Any work involving exposure to such substances.
(9) Diseases caused by hydrogen cyanide or its toxic derivatives	Any work involving exposure to such substances.
<b>2. Infectious diseases:</b>	
(1) Viral hepatitis	Any work involving contact with people, human products or other contaminated substances.
(2) Dermatophytosis of animal origin	Any work involving contact with animals or places where animals live.
(3) Tuberculosis	Any work involving contact with contaminated humans or animals, human or animal products or other contaminated substances.
(4) Multiple warts on the hands	Any work involving the slaughtering of animals or the handling of animals or animal products under humid conditions (maceration).

Disease	Type of work
<b>3. Dermatoses:</b>	
(1) Dermatoses caused by cement	Any work involving contact with cement or exposure to cement dust.
(2) Dermatoses caused by solvents	Any work involving the utilization or handling of solvents.
(3) Dermatoses caused by detergents	Any work involving the utilization or handling of detergents.
(4) Dermatoses caused by oils or greases	Any work involving the utilization or handling of oil or grease.
(5) (a) Telangiectasia	(a) Work performed in aluminium plants, involving repeated exposure to ambient air in potrooms
(b) Other cutaneous manifestations of disease caused by tar (pitch)	(b) Any work involving exposure to tar (pitch).
(6) Dermatoses caused by chromium	Any work involving contact with chromium and its compounds.
(7) Dermatoses caused by mechanical action	Any work involving friction, vibration or maceration.
(8) Dermatoses caused by chemical action	Any work involving contact with acids or bases.
<b>4. Pneumoconiosis:</b>	
(1) Byssinosis	Any work involving exposure to cotton, flax, hemp or sisal dust.
(2) Siderosis	Any work involving exposure to iron oxide.
(3) Talcosis	Any work involving exposure to talc dust.
(4) Bronchopneumopathy caused by dust from hard metals	Any work involving exposure to hard metals.
<b>5. Diseases caused by physical agents:</b>	
(1) Secondary muscular-skeletal lesions resulting from repeated movements or pressures manifested by objective signs	Any work involving repeated movements (gestures) or pressures over an extended period of time.
(2) Diseases caused by vibration (effects on muscles, tendons, bones, joints, peripheral vessels or peripheral nerves)	Any work involving vibrations.
(3) Diseases caused by heat	Any work performed at high temperatures.
<b>6. Respiratory irritations and allergies:</b>	
(1) Professional asthma caused by sensitizing agents or irritants recognized as such and inherent in the type of work	Any work involving exposure to irritants to the respiratory tract or exposure to allergenics.
(2) Extrinsic allergic alveolitis caused by the inhalation of organic dust	Any work involving exposure to irritants to the respiratory tract or exposure to allergenics.



c. A-3, r.9

**Regulation respecting payment of expenses for organizing and maintaining rescue stations in mines by the Commission de la santé et de la sécurité du travail, and the reimbursement by interested employers of sums disbursed**

Workmen's Compensation Act  
(R.S.Q., c. A-3)

**1.** Subject to conditions determined by the Government, under the law, the new rescue stations shall be organized by the Ministère de l'Énergie et des Ressources, which shall provide for their equipment, their maintenance, in the same way as for the stations presently in existence, and for the maintenance of the personnel necessary for their adequate operation.

**2.** The Commission de la santé et de la sécurité du travail will assume the cost of disbursements to be incurred by the Ministère de l'Énergie et des Ressources for the establishment of new rescue stations, their annual maintenance as well as the maintenance of stations presently existing, in conformity with the provisions hereinafter.

**3.** The Ministère de l'Énergie et des Ressources will periodically supply the Commission with statements of disbursements incurred, which must indicate separately the disbursements made :

(a) for asbestos mines underground or the underground operations of open asbestos mines ;

(b) for the metal mines of groups 1, 2 and 3 of Class 5 of the accident funds of the Commission ; and

(c) for all other mines forming part of the said accidents funds.

**4.** The Commission shall reimburse the Ministère de l'Énergie et des Ressources for the amounts indicated in the said statements, and the amounts thus paid, as much for capital stock expenses as for annual maintenance charges and the payroll for wages and salaries, shall be paid from the accident funds of the Commission.

**5.** The Commission shall recuperate its advances of the funds of the Ministère de l'Énergie et des Ressources in the following way :

(a) for underground asbestos mines or the underground operations of open asbestos mines, by an invoice to Québec Asbestos Mining Association, payable upon presentation, and, in default of payment by the said Association, by an assessment charge in the account of the group of asbestos mines for the accident funds ;

(b) for the metal mines of groups 1, 2 and 3 of Class 5 of the accident funds, by a charge to the assessment account of the said 3 groups ;

(c) for the other mines, by an individual assessment for each operator, equal to the sum of disbursements indicated, by the Ministère de l'Énergie et des Ressources for each of these other mines.



c. A-3, r.10

## **Regulation respecting the penalty for non-payment of an assessment**

Workmen's Compensation Act  
(R.S.Q., c. A-3, ss. 104 and 124)

**1. Penalty :** Every employer who refuses or neglects to pay the amount of an ordinary, special, supplementary or provisional assessment or any installment or part of such an assessment, within a time period of one month beginning from the date indicated on the notice of such assessment or within a lesser time period indicated on such a notice of assessment is liable to a penalty of 5% of the amount due and to an additional penalty of 1¼ % of such an amount for each subsequent month or fraction thereof during which he is thus in default.



c. A-3, r.11

## **Regulation respecting reimbursement of damaged or destroyed clothing, prosthesis or orthosis**

Workmen's Compensation Act  
(R.S.Q., c. A-3, s. 124, par. 1)

### **DIVISION I DEFINITIONS**

**1.** In this Regulation, unless the context indicates otherwise, the following words or expressions mean :

(a) "purchase value" : the value equivalent to the price paid at the time of the purchase of new clothing, without taking into account its wear ;

(b) "replacement value" : the value equivalent to the actual cost of purchasing new clothing of the same quality as the one damaged or destroyed, a prosthesis or orthosis without taking into account its wear.

### **DIVISION II DAMAGED OR DESTROYED CLOTHING**

**2.** The reimbursement must serve, in priority, to repair or clean damaged clothing.

However, if it is impossible to put back into use clothing by way of repair or adequate cleaning, or that the cost of such a repair or cleaning is higher than the clothing's purchase or replacement value, which ever the case may be, the Commission de la santé et de la sécurité du travail reimburses the cost of the purchase or replacement value, which ever the case may be, of the said clothing.

**3.** A maximum of 300 \$ per accident can be allocated by the Commission, for the costs of repairing, cleaning or replacing clothing damaged following an accident.

In case of clothing damaged by the wearing of a prosthesis or an orthosis, a maximum of 300 \$ per year can be allocated by the Commission.

**4.** The reimbursement made by the Commission for damaged or destroyed clothing due to an accident is based on the purchase value.

With regard to clothing damaged or destroyed due to the wearing of a prosthesis, or an orthosis, the reimburse-

ment made by the Commission is based on the replacement value.

**5.** The costs of repairing, cleaning or replacing clothing are reimbursed upon production of supporting documents, and are subject to a deductible of 25 \$ per claim.

### **DIVISION III DAMAGED OR BROKEN PROSTHESIS OR ORTHESIS**

**6.** The reimbursement made by the Commission for a broken or damaged prosthesis or orthosis, arising out or in the cause of work, is based on the replacement value.

**7.** The costs of repairing or replacing a broken or damaged prosthesis or orthosis are reimbursed upon production of supporting documents.



c. A-3, r.12

## Regulation respecting first aid services

Workmen's Compensation Act  
(R.S.Q., c. A-3)

### DIVISION I DEFINITIONS

**1.** In this Regulation, the following terms and expressions mean :

(a) "camp and work-site" : camp and work-site for construction and forestry operations ;

(b) "Commission" : the Commission de la santé et de la sécurité du travail, established under section 137 of the Act respecting occupational health and safety (S.Q., 1979, c. 63 ; after consolidation : R.S.Q., c. S-2.1) ;

(c) "Act" : the Workmen's Compensation Act (R.S.Q., c. A-3) ;

(d) "manual" : first aid manual approved by the Commission ;

(e) "qualified attendant" : attendant qualified in first aid and holder of a valid certificate from an organization recognized as competent by the Commission ;

(f) "service" : a first aid service with suitable personnel, appliances, articles and medicines ;

(g) "kit" : first aid kit consisting of a metal box equipped with a handle and hooks so that it can be carried or hung on a wall ; its interior shall be divided into compartments of different dimensions according to their contents.

### DIVISION II COMPULSORY SERVICE

**2.** The employer whose industry comes under the Act shall be obliged to maintain, at his own expense, in his industry, transportation vehicle or at other work locations, first aid facilities for his workers in accordance with this Regulation.

### DIVISION III QUALIFIED ATTENDANT

**3.** In those industries where there is no full-time physician or male or female nurse during working hours, the

employer, according to the type of his establishment, must have one or several attendants qualified in first aid.

### DIVISION IV LICENCED MALE OR FEMALE NURSE

**4.** In camps, on construction and extraction sites, the general contractor must maintain, at his own expense, on the site, a licenced male or female nurse, working full time during regular working hours when :

(a) the camp or work-site has 100 employees or more ;  
or

(b) the camp or work-site has 50 employees or more and is located at a distance of more than 25 miles from a hospital centre by roads suitable for motor vehicles ; or

(c) the camp or work-site has 25 employees or more and is not accessible by roads suitable for motor vehicles.

### DIVISION V ACCESSIBILITY

**5.** The appliances, articles and medicines mentioned in this Regulation must be in a readily accessible location, available at all times and must be kept clean, complete and in good working order.

### DIVISION VI FIRST AID RECORD

**6.** The employer must keep a register in which are recorded the names and given names of the workers to whom first aid has been administered, the dates, hours, circumstances and witnesses of the accidents and the nature of the first aid treatment rendered.

### DIVISION VII QUARTERLY VERIFICATION OF THE FIRST AID KIT

**7.** The employer must have the first aid kit and its contents inspected at least every 3 months ; the name of the person having effectuated such verification as well as the date of such verification must appear in the record.

## **DIVISION VIII**

### **USE OF ANTISEPTICS**

**8.** Antiseptics must be used judiciously, taking into account the availability of water at the scene of the accident :

(a) where no water is available, a recognized skin antiseptic shall be used ;

(b) where water is available, a solution with an appropriate soap shall be prepared in a stainless steel basin.

**9.** Only those antiseptics currently utilized in hospital centres or in physicians' offices shall be used.

## **DIVISION IX**

### **MANUAL**

**10.** Each kit shall contain a manual approved by the Commission.

**11.** The qualified attendant or male or female nurse must refer to such manual for all first aid cases provided for therein.

## **DIVISION X**

### **FIRST AID KIT MEETING THE NEEDS OF INDUSTRIES**

**12.** The first aid kit varies according to the number of employees or the location of each industrial establishment ; the employer shall therefore, before procuring such kit, ascertain to which of the following groups his establishment belongs :

(a) Group 1 : establishments with less than 10 employees ;

(b) Group 2 : establishments with 10 to 49 employees ;

(c) Group 3 : establishments with 50 to 199 employees ;

(d) Group 4 : establishments with 200 or more employees ;

(e) Group 5 : camps and construction and extraction sites :

i. with 100 employees or more ; or

ii. with 50 employees or more and located at a distance of more than 25 miles from a hospital centre by roads suitable for motor vehicles ; or

iii. with 25 employees or more and not accessible by roads suitable for motor vehicles ;

(f) Group 6 : transportation enterprises and camps and work-sites other than those included in Group 5.

## **DIVISION XI**

### **CONTENTS OF THE FIRST AID KIT ACCORDING TO GROUP**

**13.** The contents listed hereafter constitute, in each case, the compulsory minimum.

**14. Group 1 :** Contents of the kit for Group 1 shall be as follows :

(a) a manual ;

(b) instruments :

- 1 pair bandage scissors,
- 1 card of safety pins (assorted sizes),
- 1 pair sliver tweezers (4"),
- 12 tongue depressors individually wrapped,
- 1 package cotton-tipped applicators ;

(c) medication :

- 6 ampullae (crushable) aromatic spirits of ammonia,
- 6 ounces antiseptic,
- 1 appropriate bar of soap,
- 1 bottle of castor oil with eye dropper, for eye care ;

(d) dressings :

- 3 half-ounce packages of sterile absorbent cotton,
- 12 adhesive bandages (individually wrapped),
- 4 rolls sterile gauze bandage 1",
- 3 rolls sterile gauze bandage 2",
- 2 rolls sterile gauze bandage 3",
- 3 eye shields.

**15. Group 2 :** Contents of the kit for Group 2 shall be as follows :

(a) a manual ;

(b) instruments :

- 1 pair bandage scissors,
- 24 safety pins (assorted sizes),
- 1 pair sliver tweezers (4"),
- 20 tongue depressors (individually wrapped),
- 1 package cotton-tipped applicators ;

(c) medication :

- 12 ampullae (crushable) aromatic spirits of ammonia,
- 6 ounces antiseptic,
- 1 appropriate bar of soap,
- 1 bottle castor oil with eye dropper, for eye care ;

## (d) dressings :

- 6 half-ounce packages of sterile absorbent cotton,
- 50 adhesive bandages individually wrapped,
- 1 roll adhesive tape, 1" x 5 yds,
- 1 roll of "elastoplast",
- 3 triangular bandages,
- 25 gauze squares, 2" x 2" individually wrapped,
- 25 gauze squares, 3" x 3" individually wrapped,
- 25 gauze squares, 4" x 4" individually wrapped,
- 6 rolls sterile gauze bandage 1",
- 6 rolls sterile gauze bandage 2",
- 6 rolls sterile gauze bandage 3",
- 2 packages of cotton batting for padding,
- 6 splints (various sizes),
- 4 eye shields.

**16. Group 3 :** Contents of the kit for Group 3 shall be as follows :

## (a) a manual ;

## (b) instruments :

- 1 pair dressing forceps,
- 1 pair bandage scissors,
- 1 pair sliver tweezers (4"),
- 24 safety pins (assorted sizes),
- 100 tongue depressors individually wrapped,
- 2 packages cotton-tipped applicators,
- 6 eye shields ;

## (c) medication :

- 12 ampullae (crushable) aromatic spirits of ammonia,
- 6 ounces antiseptic,
- 1 appropriate bar of soap,
- 1 bottle of castor oil with eye dropper, for eye care ;

## (d) dressings :

- 12 half-ounce packages absorbent cotton,
- 100 adhesive bandages individually wrapped,
- 2 rolls adhesive tape (one, ½" wide, the other, 2" wide),
- 2 rolls of "elastoplast",
- 8 triangular bandages,
- 50 gauze squares 2" x 2",
- 50 gauze squares 3" x 3",
- 50 gauze squares 4" x 4",
- 12 rolls of sterile gauze bandage 1" x 10 yds,
- 8 rolls of sterile gauze bandage 2" x 10 yds,
- 8 rolls of sterile gauze bandage 3" x 10 yds,
- 6 splints (assorted sizes),
- 3 packages of cotton batting for padding,
- 6 surgical pads suitable for pressure dressing individually wrapped ;

## (e) supplies :

- 1 stretcher,
- 1 blanket,
- 1 stainless steel basin.

**17. Group 4 :** In enterprises of this Group, the service shall be required to provide a first aid room. Contents of the kit shall be as follows :

## (a) a manual ;

## (b) instruments :

- 1 pair bandage scissors,
- 1 pair dressing forceps,
- 1 pair sliver tweezers (4"),
- 50 safety pins (assorted sizes),
- 100 tongue depressors individually wrapped,
- 100 cotton-tipped applicators,
- 50 paper cups,
- 12 eye shields ;

## (c) medication :

- 2 boxes of 12 ampullae (crushable) of spirits of ammonia,
- 1 bottle, 16 ounces of Ethyl alcohol (rubbing alcohol),
- 4 bottles, 4 ounces of antiseptic,
- 1 appropriate bar of soap,
- 1 bottle of castor oil with eye dropper, for eye care ;

## (d) dressings :

- 2 half-pound rolls absorbent cotton,
- 1 box of 100 gauze squares 2" x 2" individually wrapped,
- 1 box of 100 gauze squares 3" x 3" individually wrapped,
- 1 box of 100 gauze squares 4" x 4" individually wrapped,
- 3 packages of sterile gauze 1 yd,
- 1 roll of adhesive tape 1" x 5 yds,
- 1 roll of adhesive tape 2" x 5 yds,
- 1 roll of adhesive tape 3" x 5 yds,
- 12 triangular bandages,
- 12 rolls gauze bandages 1" x 10 yds,
- 12 rolls gauze bandages 2" x 10 yds,
- 12 rolls gauze bandages 3" x 10 yds,
- 4 rolls of "elastoplast",
- 12 splints (assorted sizes),



- 6 packages cotton batting for padding,
- 12 surgical pads suitable for pressure dressing individually wrapped ;
- (e) supplies and equipment :
  - 1 wash basin with running water (hot and cold),
  - 3 stainless steel basins,
  - 1 instrument sterilizer,
  - 1 cabinet for surgical dressings,
  - 1 stainless steel foot-bath basin,
  - 1 refuse pail with cover and appropriate trash bag,
  - 1 first aid box to be used at the scene of the accident prior to the injured person's being moved to the first aid room,
  - 1 rest bed with curtain or a separated compartment,
  - 1 stretcher,
  - 2 blankets.

**18. Group 5 :** Besides what is provided for establishment groups mentioned in Group 4 with respect to location, manual, instruments, medications, bandages, supplies and equipment, employers of Group 5 shall provide :

- (a) a walkie-talkie ;
- (b) a manual apparatus for respiratory support ;
- (c) a blood-pressure apparatus with stethoscope ;
- (d) 2 long splints for temporary immobilization ; one for upper extremities, the other for lower extremities ;
- (e) 6 rolls of Velpeau bandage, 6" wide ;
- (f) 6 envelopes of suture material ;
- (g) 4 vials of isotonic solution ;
- (h) 2 vials of Dextran-type plasma substitute ;
- (i) a reasonable quantity of broad-spectrum Ampicillin-type antibiotics ;
- (j) 6 vials of Demerol, 100 mgs ;
- (k) 2 vials of anti-tetanus serum ;
- (l) any other supplies or equipment judged necessary by the licenced male or female nurse and approved by the physician attached to the hospital centre of the region.

**19. Group 6 :** Besides what is provided for the first 4 establishment groups mentioned above, and in accordance with section 1, employers in Group 6 shall observe par-

ticular first aid standards, especially at the locations described hereafter :

(a) when the work location is a construction site, the kit shall be in conformity with the number of employees and shall be kept in the project office ;

(b) if there is no such office, it shall be kept in a motor vehicle of the project or another appropriate location of the work site ;

(c) when there is a general contractor, the latter shall supply and maintain, at his own expense, a first aid kit in conformity with this Regulation, as if he were the employer of all workers on the project ;

(d) every employer of forestry workers shall supply and maintain at a central point from which the forest workers are dispatched daily to work site a stretcher with blankets and a first aid kit containing the following minimum :

- 1 manual,
- 1 card of safety pins,
- 16 adhesive bandages individually wrapped,
- 6 sterile gauze squares 3" x 3",
- 4 rolls sterile gauze bandage, 3",
- 2 surgical pads suitable for pressure dressing individually wrapped,
- 4 triangular bandages ;

(e) every employer utilizing, for the transportation of workers, a vehicle, such as a railway convoy, a ship or a bus, over other than an urban route or a suburban road or using a heavy vehicle on which a worker is employed, or operating railway units outside their normal service routes, shall provide such vehicles with a kit containing the following minimum :

- 1 manual,
- 1 card of safety pins,
- 16 adhesive bandages individually wrapped,
- 6 sterile gauze squares 3" x 3",
- 4 rolls sterile gauze bandage, 3",
- 2 surgical pads suitable for pressure dressing individually wrapped,
- 4 triangular bandages ;

(f) every employer transporting goods or operating a bus service outside urban regions or using heavy equipment in a location where a first aid station is not easily available in case of accident, shall equip such vehicles with a first aid kit containing the following minimum :

- 1 manual,
- 12 adhesive bandages individually wrapped,
- 1 one-inch wide bandage for pressure pad,

- 2 two-inch wide bandages for pressure pad,
- 1 triangular bandage ;

(g) any other provisions rendered obligatory by a regulation of the Ministère du Travail, de la Main-d'oeuvre et de la Sécurité du revenu must be respected.

## **DIVISION XII**

### **REPORTS REQUIRED**

**20.** The provisions of this Regulation in no way affect the responsibility of the accident victim and the employer in case of a work accident as regards the notice of accident and claim and the medical aid which shall be provided in accordance with the Act.



c. A-3, r.13

## **Regulation respecting the assessment system based on merit**

Workmen's Compensation Act  
(R.S.Q., c. A-3, ss. 96 and 124)

### **DIVISION I INTERPRETATION**

**1.** In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

(a) "gross assessment" : the amount of assessment for a given year computed from the actual salaries and wages earned, subject to the maximum insurable earnings, and taking into account the assessment rate ;

(b) "net assessment" : the assessment computed according to section 4 ;

(c) "disbursements" : the sum of all disbursements related to benefits, including capitalizations of pensions.

### **DIVISION II SCOPE**

**2.** This Regulation applies to industries covered by the Act, with the exception of those belonging to Classes A, B, C, D, E, F and G.

**3.** This Regulation does not apply, however, to employers whose gross assessment for the year 1979 is less than 500 \$.

Each year, the amount provided for in the first paragraph will be revalorized in proportion to the relation between the maximum annual insurable of the current year and that 25 \$, according to section 46 of the Workmen's Compensation Act (R.S.Q., c. A-3).

The exemption provided for in the first paragraph will be extended each year to the employer whose gross assessment is inferior to the revalorized amount.

**4.** Each year, the Commission de la santé et de la sécurité du travail determines percentages with a view to fixing the net assessment, deducting from the gross assessment certain expenses including the cost of the demerit limit, the future cost of accidents, the redemption of deficits, administration expenses, the cost of contribution to the disaster fund, the cost of prevention and other expendi-

tures charged to a unit, to a class or to all classes collectively.

### **DIVISION III COMPUTATION OF THE ABATEMENT OR THE ADDITIONAL ASSESSMENT**

**5.** From 1 January 1982, and using the year 1979 as reference, the Commission annually computes the abatement to which an employer is entitled or the additional assessment that shall be levied upon him. For the years subsequent to 1982, the year of reference is the one preceding by 3 years the year during which the computation is made.

**6.** For the purposes of computing the abatement or the additional assessment, for one year, the Commission takes into account :

(a) the sum of disbursements made during the year and during the following 2 years for accidents having occurred and for occupational diseases having manifested themselves during that year ;

(b) the employer's gross assessment for that year.

**7.** When the disbursements are greater than the net assessment for one year, the employer shall pay as an additional assessment the lesser of the 2 following amounts :

(a) the excess amount not exceeding 50% of his gross assessment for the year to which the computation applies ;  
or

(b) the excess amount established in paragraph a, multiplied by the total wages actually earned in the course of the year preceding the year during which the computation was made, divided by the total wages actually earned during the year to which the computation applies.

**8.** When the disbursements for a given year are less than the net assessment for that year, the employer is entitled to an abatement, by virtue of merit, equivalent to the difference between the disbursements and the net assessment.

**9.** The amount of abatement or of additional assessment by virtue of merit or demerit is distributed in equal amounts over a period of 3 consecutive years beginning from the year the computation is made.

**10.** An abatement or an additional assessment not computed or not awarded upon the closing of a file of an employer is distributed among the other files of that employer, if any exist ; otherwise, they become invalid.

**11.** Computations are made taking each employer's files into account as a whole, regardless of the unit in which an employer is classified, and the amounts referred to in sections 5 to 10 are distributed among these files in proportion to the assessments levied with regard to each of them.



c. A-3, r.14

### **Regulation respecting the transportation of the body of a worker**

Workmen's Compensation Act  
(R.S.Q., c. A-3, s. 124, par. h)

- 1.** The cost of transporting the body of a worker who died as a result of an accident is reimbursed upon submission of receipts.
- 2.** The person claiming reimbursement for the cost of transporting the body must indicate the amount he paid, and declare whether, to his knowledge, he is the only person to have paid this cost.
- 3.** If to his knowledge the cost of transporting the body was paid by other persons as well, the person claiming reimbursement must give the Commission de la santé et de la sécurité du travail the names of those other persons and the amounts they have already paid.
- 4.** If more than one person paid the cost of transporting the body, repayment is made in proportion to the amounts paid by each of those persons.
- 5.** Reimbursement costs are the costs of transporting the body from the place where the worker died, whether it was outside or in Québec, to the embalming laboratory or funeral home nearest the usual residence of the worker if he resided in Québec, or nearest any other place approved by the Commission.
- 6.** Reimbursable costs include any expenses incurred in transporting the body that are considered reasonable by the Commission, up to 500 \$.



c. A-3, r.15

## **Regulation respecting non-remunerated workers**

Workmen's Compensation Act  
(R.S.Q., c. A-3, s. 124)

### **DIVISION I INTERPRETATION**

**1.** In this Regulation, unless the context indicates otherwise, the word "Act" means the Workmen's Compensation Act (R.S.Q., c. A-3).

### **DIVISION II COVERAGE OF THE NON-REMUNERATED WORKER**

**2.** A person who performs non-remunerated work in an industry may be considered as a worker within the meaning of the Act if he performs, with the express or tacit agreement of the employer, work that is part of the operations of that industry.

**3.** For a person who performs non-remunerated work to be considered as a worker, his employer shall transmit a statement to the Commission de la santé et de la sécurité du travail indicating therein :

- (a) the type of industry ;
- (b) the type of work performed by this person ;
- (c) the necessary facts permitting the Commission to evaluate the earnings of a worker according to the basis for computation provided for under paragraph *b* of subsection 7 of section 46 of the Act ;
- (d) the number of non-remunerated persons in his employ, or likely to be in his employ, during the 12 months following the date of the declaration ; and
- (e) the average duration of employment of a non-remunerated person in his industry.

**4.** The employer shall keep an up-to-date list of the non-remunerated persons employed in his industry, and furnish it, upon request, to the Commission.

**5.** The employer shall transmit to the non-remunerated worker a copy of the statement referred to in section 3.

**6.** Upon receipt of the statement furnished by the employer, the Commission shall forward to the latter a notice specifying that all the non-remunerated workers in his employ benefit from the advantages provided for under the Act.

The employer posts the notice up in a conspicuous place that is easily accessible to workers.

**7.** A non-remunerated worker benefits from the advantages provided for under the Act beginning from the day that the employer sends in the statement referred to in section 3.



c. A-4.1, r.1

**Regulation respecting the declaration of non-resident status in the deed of acquisition of farm land and transfer of the deed to the Commission de protection du territoire agricole du Québec**

An Act governing the acquisition of farm land by non-residents

(S.Q., 1979, c. 65 ; after consolidation : An Act respecting the acquisition of farm land by non-residents, R.S.Q., c. A-4.1)

**1.** Pursuant to section 21 of the Act, the information that must be contained in a deed of acquisition of any farm land must be included in one of the clauses of the deed under the description “Declarations respecting the Act governing the acquisition of farm land by non-residents (S.Q., 1979, c. 65 ; after consolidation : An Act respecting the acquisition of farm land by non-residents, R.S.Q., c. A-4.1)”.

**2.** For the purposes of section 23 of the Act, the registrar shall transmit to the Commission de protection du territoire agricole du Québec the additional original or the additional copy of the deeds of acquisition, no later than on the fifteenth day of the month following the one during which the deed was registered.



c. A-4.1, r.2

## **Regulation respecting an application for authorization and the information and documents required for the application**

An Act governing the acquisition of farm land by non-residents

(S.Q., 1979, c. 65 ; after consolidation : An Act respecting the acquisition of farm land by non-residents, R.S.Q., c. A-4.1)

### **DIVISION I APPLICATION FOR AUTHORIZATION**

**1.** In accordance with section 12 of the Act governing the acquisition of farm land by non-residents (S.Q., 1979, c. 65 ; after consolidation : An Act respecting the acquisition of farm land by non-residents, R.S.Q., c. A-4.1), a person who wishes to submit an application for authorization must forward the following documents to the Commission de protection du territoire agricole du Québec, for examination :

- (a) the form described in section 2 duly completed ;
- (b) a plan of the farm land specifying the area of the lot or lots concerned in hectares and indicating whether the farm land consists of one lot or several contiguous lots or several lots that would be contiguous were they not separated by a public road.

The plan required by this Regulation must specify the scale used for its drawing up, the date of its drawing up and the signature of the person who drew it up ;

- (c) a certified cheque made to the order of the Minister of Finance for the amount determined in the Tariff of duties, fees and costs payable for applications to the Commission de protection du territoire agricole du Québec (c. A-4.1, r.3) ; and

- (d) an affidavit mentioning the reasons for the acquisition of the farm land, its intended use and, where applicable, the applicant's intention to settle in Québec. The applicant must also certify in writing that all the information given in the form described in section 2 is true.

### **DIVISION II FORM**

**2.** For the purposes of section 12 of the Act, any application for authorization must be made on a form containing the following information :

- (a) the identity of the applicant ;
  - i. in the case of a natural person : his name, given name, profession or employment, the address of his home or residence, his telephone number and the number of days he has resided in Québec during the 24 months preceding the date of the application ;
  - ii. in the case of an artificial person :
    - the name of the company, where it was incorporated and the Act that governs it ;
    - the powers, objectives and purposes of its incorporation ;
    - the address of its head office and, where applicable, of its place of business in Québec and the telephone number of the said head office and place of business ;
    - in the case of a company with share capital, the percentage of the shares of its share capital with the right to vote that belongs to one or several persons that reside outside Québec ; the total number of its directors as well as the number of directors living outside Québec ; and
    - in the case of a company without share capital, the percentage of its members that do not reside in Québec and the name and address of its managers or directors ;
- (b) the description of the farm land concerned :
  - i. a summary description of the farm land referred to in the application, namely, the lot number and range, where applicable, the cadastral division and the municipality in which the farm land is located ;
  - ii. the area in hectares of the farm land acquired within the meaning of the Act ; and
  - iii. the present and future utilization of the farm land ;
- (c) the list of documents to be attached.





c. A-4.1, r.3

**Tariff of duties, fees and costs payable  
for applications to the Commission de  
protection du territoire agricole du  
Québec**

An Act governing the acquisition of farm land by non-residents

(S.Q., 1979, c. 65 ; after consolidation : An Act respecting the acquisition of farm land by non-residents, R.S.Q., c. A-4.1)

**1.** Pursuant to section 12 of the Act governing the acquisition of farm land by non-residents (S.Q., 1979, c. 65 ; after consolidation : An Act respecting the acquisition of farm land by non-residents, R.S.Q., c. A-4.1), duties of 10 \$ must be paid to the Minister of Finance by any person who submits an application for authorization to the Commission de protection du territoire agricole du Québec.

**2.** All duties paid to the Commission under this Regulation shall not be reimbursed and are paid into the consolidated revenue fund.



c. A-6, r.1

**Règlement sur l'administration des  
revenus et des recettes du gouvernement**

Financial Administration Act  
(R.S.Q., c. A-6, ss. 25 and 33)

See French Edition



c. A-6, r.2

**Regulation respecting the authorization  
given to the chief accountant of the  
Ministère de l'Industrie, du Commerce et  
du Tourisme to sign certain documents  
on behalf of the Minister of Finance**

Financial Administration Act  
(R.S.Q., c. A-6, s. 8)

**1.** An officer of the Ministère des Finances namely, the chief accountant assigned to the Ministère de l'Industrie, du Commerce et du Tourisme is authorized to act sign for and in the name of the Minister of Finance, any contract, form or other document in respect of insurance policies taken by a company availing itself, or desirous of availing itself, of an investment premium, which insurance policies indicate that the indemnities are payable to the Minister of Finance of Québec, according to his interests.



c. A-6, r.3

**Règlement sur les conditions d'aliénation  
des biens immeubles publics  
excédentaires**

Financial Administration Act  
(R.S.Q., c. A-6)

See French Edition



c. A-6, r.4

## Regulation respecting government purchase contracts

Financial Administration Act  
(R.S.Q., c. A-6)

### DIVISION I GENERAL PROVISIONS

**1.** This Regulation is made under section 49 of the Financial Administration Act (R.S.Q., c. A-6).

**2.** Unless otherwise stipulated in any Act or regulation, this Regulation apply to every department or body whose budget is voted by the National Assembly.

**3.** In this Regulation, unless the context indicates otherwise, the following expressions mean :

(a) “call for tenders in newspapers” : a notice published in at least one daily newspaper inviting tenders for the purchase of moveable property ;

(b) “invitations of tenders” : a notice personally addressed to suppliers inviting them to submit tenders for the purchase of moveable property ;

(c) “Canadian content” : the relationship, expressed in percentage, between the cost of materials produced in Canada and the cost of manpower and other expenses paid in Canada, on the one hand, and the price submitted in a tender for the purchase of moveable property, on the other hand ;

(d) “Québec content” : the relationship, expressed in percentage, between the cost of materials produced in Québec and the cost of manpower and other expenses paid in Québec, on the one hand, and the price submitted in a tender for the purchase of moveable property, on the other hand ;

(e) “purchase contract” or “contract” : a contract or an open order for the furnishing of articles, foodstuffs, goods, merchandise, materials or supplies, including a contract for printing or reproduction, a subscription contract and a clothing industry contract ;

(f) “open order” : an agreement made with a supplier respecting the purchase by one or several departments or bodies of products upon the conditions and at the prices determined under the agreement ;

(g) “administration by programme” : a method of budget administration whereby a department or body, in respect of contracts payable out of the appropriations for a given programme or an item in a programme, is exempted from obtaining the approval of the Conseil du trésor normally required under this Regulation, provided the execution reports required by the Conseil du trésor are submitted and that such contracts conform to the budgetary programming approved by the Conseil du trésor ;

(h) “budgetary programming” : a document approved by the Conseil du trésor that divides the budgetary package of a programme or an item in a programme by activity, project or any other method.

**4.** Every purchase contract shall be concluded by the Government General Purchasing Director, except in the following cases where the purchase contract may be concluded by the department or body in question :

(a) purchases under 1 000 \$ ;

(b) purchases not exceeding 2 000 \$ relative to the operation of aircraft and boats with the all-purpose credit card of the Gouvernement du Québec ;

(c) purchases of works of art and historic moveable property within the meaning of the Cultural Property Act (R.S.Q., c. B-4) ;

(d) purchases of pure-bred animals, semen for artificial insemination, live fish and fish eggs ;

(e) purchases of food supplies for delivery outside the metropolitan regions of Québec and Montréal, and purchases of fruit and vegetables irrespective of their point of delivery ;

(f) purchases of sand, turf, posts, fence posts, loam, gravel, crushed stone and asphalt, with the exception of asphalt cement ;

(g) purchases made from the Québec Official Publisher ;

(h) purchases made for a government house or office outside Canada ;

(i) in emergencies where the safety of persons or property is in question and where any delay would not be in the public interest.

**5.** Maintenance and repair contracts including the supplying of parts or materials by the successful tenderer are not purchase contracts.

**6.** Each department or body must forward to the Government General Purchasing Director the documents respecting the purchases made under this Regulation except those relating to purchases of under 250 \$ and purchases made with the all-purpose credit card of the Gouvernement du Québec.

**7.** In every case where the specifications in respect of an item required by the requisitioning department or body are discriminatory with regard to suppliers, the Government General Purchasing Director must notify the department or body in order that the matter may be corrected. Any dispute thereto between the requisitioner and the Government General Purchasing Director must be submitted to the Conseil du trésor for arbitration.

## **DIVISION II**

### **AUTHORIZATION REQUIRED**

**8.** No purchase contract may be concluded without the authorization of the Government, given upon the recommendation of the Conseil du trésor, where the amount payable under the contract or the approximate amount prescribed in the open order is more than 3 000 000 \$.

Subject to the first paragraph, no contract may be concluded without the authorization of the Conseil du trésor unless, subject to the application of section 12, tenders having been called for, the contract is awarded to the lowest conformable tenderer, and :

(a) the amount payable under the contract or the approximate amount prescribed in the open order is under 100 000 \$ or, in the case of a contract for the purchase of data processing equipment, such amount is under 50 000 \$ ;

(b) except the case of a contract for the purchase of data processing equipment, the amount payable under the contract or the approximate amount prescribed in the open order is 100 000 \$ or over but not exceeding 250 000 \$ provided that, following the application of the procedures for calls for tenders in newspapers, at least 2 conformable tenders have been obtained and the lowest has been accepted ; or

(c) within the framework of the administration by programme, the amount payable annually under the contract out of the appropriations allocated to the programme in question is within the budgetary package of that programme or item in that programme, provided the contract applies to a project allowed for in the budgetary programming and the procedures prescribed in this Regulation have been fully complied with.

**9.** No additional payment shall be made in excess of the amount prescribed in a purchase contract without the authorization of the Conseil du trésor, unless :

(a) the additional payment is under 200 \$ in the case of a contract concluded by a department or body pursuant to paragraph *a* of section 4 ;

(b) the additional payment under 1 000 \$ in the case of a contract concluded by the Government General Purchasing Director, provided such additional payment results from a change made in the contract by the assistant head of a department or body, or his designated representative, on the basis of a general authorization to that effect given by the Government General Purchasing Director ; or

(c) in the cases not covered by paragraphs *a* or *b* :

i. the unit price being changed, the additional payment is under 5 000 \$ ; or

ii. where, the unit price being unchanged, the total amount of the contract and additional payments remains under 100 000 \$, or where the sum total of the additional payments is under 10% of the amount of the contract.

### DIVISION III TENDERS

**10.** No purchase contract may be concluded unless tenders have been called for, except :

- (a) where the amount in question is under 500 \$ ;
- (b) where only one supplier meets the specifications established by the requisitioning department or body, subject to section 7 ;
- (c) where it is more economical that the source of supply be located close to the place of utilization and only one supplier is then available ;
- (d) where it is more economical to negotiate at the source without the intermediary of distributors and only one source of supply is available ;
- (e) where the price of the merchandise to be purchased is fixed by law ;
- (f) where the product to be purchased has already been the subject of a rental contract and the rental cost is recoverable in part or in whole ;
- (g) where purchases are made from the stores of the Service général des achats or the Québec Official Publisher ;
- (h) where crushed stone and crushed gravel is purchased by the Ministère des Transports, provided the latter :

- i. issues open orders, without obligation to buy, to every supplier operating one or more quarries or gravel pits on a commercial basis or to every supplier able to offer, at acceptable prices, materials that meet the required standards of quality ;

- ii. receives materials as needed from these suppliers, respecting the best offer, taking shipping costs and the availability of materials into account ;

- (i) where bituminous compound is purchased by the Ministère des Transports, provided the latter :

- i. issues open orders, without obligation to buy, to every Québec-based manufacturer of bituminous compound ;

- ii. issues the open orders at prices negotiated with the Association des constructeurs de routes et grands travaux du Québec where no competition is available, and at the best prices obtained through tenders where competition is possible ; and

- iii. receives materials as needed from manufacturers holding open orders, respecting the best price, taking shipping costs and the availability of materials into account ;

- (j) in emergencies where the safety of persons or property is in question and where it would not be in the public interest to call for tenders, in which case the authorization of the Conseil du trésor must be obtained before any payment is made if the amount is over 1 000 \$.

**11.** Whenever, under this Regulation, tenders are required, they must be called for in newspapers or by invitations of tenders.

The procedure of invitation of tenders may be used :

- (a) where the estimated cost of the purchase contract is under 50 000 \$ ;

- (b) where, in the case of a purchase contract whose estimated cost is 50 000 \$ or over, it is not in the public interest to proceed by calls for tenders in newspaper, in which case, however, the Government General Purchasing Director must obtain the authorization of the Conseil du trésor before concluding the purchase contract ; or

- (c) where, in the case of a purchase contract whose estimated cost is 50 000 \$ or over, it is possible to obtain a fair price for the property by restricting the invitation to Québec suppliers, in which case the Government General Purchasing Director must obtain the authorization of the Conseil du trésor contract.

In all other cases, the procedure of calls for tenders in newspapers must be used.

**12.** In all cases where tenders are called for, the contract is awarded to the lowest conformable tenderer, except where the estimated cost of the purchase contract exceeds 10 000 \$, in which case the prices tendered must be weighted for Québec content according to the method set out in Schedule 1, the contract being awarded to the tenderer whose tender is lowest after weighting ; weighting must be carried out for Canadian content where there is no Québec content for the property in question.

Nevertheless, weighting does not apply :

- (a) to purchases of fuel, lubricant or other petroleum products ;

- (b) to purchases made in an emergency ;

- (c) to any other purchases the Conseil du trésor considers to be in the public interest.

## **DIVISION IV**

### **PROCEDURE OF CALLS FOR TENDERS IN NEWSPAPERS**

**13.** Calls for tenders in newspapers shall be published in French in at least one daily newspaper.

**14.** All calls for tenders in newspapers made under this Regulation must at least include the following provisions and information :

(a) that the department or body or the Government General Purchasing Director does not bind itself or himself to accept the lowest or any other tender ;

(b) that a tender is valid for a stipulated time ;

(c) that, to be taken into consideration, all tenders must reach the specified place before the stipulated hour and be duly completed.

**15.** Documents in respect of calls for tenders in newspapers must be given immediately to any person requesting them who fulfils the conditions for obtaining such documents prescribed in the calls for tenders.

**16.** The time limit for receipt of tenders upon a call for tenders in newspapers shall be calculated effective the first publication of the call for tenders and the said time may not be less than 8 days.

**17.** If the receipt of tenders cannot take place at the place or on the date and time stipulated in the notice of call for tenders, it shall take place at another place or time, after notice has been given before the time fixed for the receipt of tenders to the persons who have duly obtained the documents relating to the call for tenders.

**18.** Except in cases of *force majeure*, the opening of tenders must immediately follow the time limit fixed for the receipt of tenders. In cases of *force majeure*, the opening of tenders shall be done at a later date, after notice has been given to the persons who have duly obtained the documents relating to the call for tenders.

**19.** All tenders received relating to the same call for tenders must be opened publicly by the representative of the department or body or the Government General Purchasing Director in the presence of a witness.

**20.** At the opening of tenders, the representative of the department or body or the Government General Purchasing Director shall note and read aloud, for each tender :

(a) the tenderer's corporate name ;

(b) where a guarantee deposit is required in the call for tenders, whether or not it is included therewith ;

(c) whether or not the tender is signed ;

(d) the amount of the tender where the tender calls for a total price. In all the other cases, the unit prices are read, unless expressly stipulated otherwise in documents of the call for tenders ;

(e) the percentages of Québec, Canadian and foreign content.

After reading the foregoing, he shall give the name of a witness. This information must then be recorded.

## **SCHEDULE 1**

(s. 12)

### **WEIGHTING OF PRICES SUBMITTED IN RELATION TO QUÉBEC OR CANADIAN CONTENT**

1. The tenderer shall furnish the following data with his tender :

#### **Cost of materials :**

(I) Value of materials produced in Québec ... %

(II) Value of materials produced elsewhere in Canada ... %

(III) Value of materials produced abroad ... %

#### **Cost of direct manpower :**

(IV) Paid in Québec ... %

(V) Paid elsewhere in Canada ... %

(VI) Paid abroad ... %

#### **Other costs :**

(VII) Paid in Québec ... %

(VIII) Paid elsewhere in Canada ... %

(IX) Paid abroad ... %

Total 100%

## **2. Weighting rules**

(1) Weighting in relation to Québec content is applied by increasing the price submitted by a percentage varying from 0 to 10, which percentage is obtained in dividing by 10 the sum of the percentages established in lines II, III, V, VI, VIII and IX.



(2) Weighting in relation to Canadian content is applied by increasing the price submitted by a percentage varying from 0 to 10, which percentage is obtained in dividing by 10 the sum of the percentages established in lines III, VI and IX.

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O.C. 2591-77, (1977) 109 O.G. II, 4655  
O.C. 3820-78, (1979) 111 G.O., 3279  
O.C. 257-79, (1979) 111 G.O., 4189  
O.C. 1100-79, (1979) 111 G.O., 4449  
O.C. 2380-79, (1979) 111 G.O., 6427  
O.C. 3356-80, (1980) 112 G.O. II, 4441  
D. 1104-81, (1981) 113 G.O. II, 1473



c. A-6, r.5

## **Regulation respecting contracts for the disposal of surplus public moveable property**

Financial Administration Act  
(R.S.Q., c. A-6)

### **DIVISION I GENERAL PROVISIONS**

**1.** This Regulation is made under section 49 of the Financial Administration Act (R.S.Q., c. A-6).

**2.** Unless otherwise stipulated in any Act or regulation, this Regulation shall apply to every department or body whose budget is voted by the National Assembly.

**3.** In this Regulation, unless the context indicates otherwise, the following expressions mean :

(a) “calls for tenders in newspapers” : a notice published in at least one daily newspaper inviting potential buyers to submit tenders for the purchase of surplus public moveable property ;

(b) “invitations of tenders” : a notice personally addressed to buyers registered in the index of buyers administered by the Government General Purchasing Director inviting them to submit tenders for the purchase of surplus public moveable property ;

(c) “surplus public moveable property” or moveable property” : furniture, equipment or equipment parts, tools or tool parts, motor vehicle or parts of such vehicles boats or boat parts, aircraft or aircraft parts, any other material of any kind or any other moveable property which a department or body no longer needs.

**4.** The Government General Purchasing Director manages and supervises the disposal of surplus public moveable property.

As soon as a public moveable property becomes surplus, the department or body responsible therefor must declare it to the Government General Purchasing Director.

**5.** Unless otherwise authorized by the General Purchasing Director, all public moveable property declared surplus must be retained intact by the department or body to which it belongs until it is taken over by another department or body or is disposed of.

**6.** The moveable property thus declared surplus may struck off the inventory of the department : or body only when it has been taken over by another department or body or disposed of.

**7.** It is the responsibility of the Government General Purchasing Director to decide upon the disposal of public moveable property declared surplus, which disposal may not, however, be made if the moveable property in question meets a present or foreseeable need of a department or body.

### **DIVISION II METHODS OF DISPOSAL**

**8.** The disposal of surplus public moveable property may be made in accordance with a decision of the Government General Purchasing Director :

(a) by an auction carried out in accordance with the procedures approved beforehand by the Conseil du trésor ;

(b) by an exchange for property of the same kind where the provisions of the Regulation respecting government purchase contracts (c. A-6, r. 4) have been followed with regard to the property acquired in the exchange ; or

(c) by sale by agreement.

### **DIVISION III SALE BY AGREEMENT**

**9.** A contract of sale by agreement of a surplus public moveable property cannot be made without the authorization of the Conseil du trésor, unless :

(a) tenders have been called for, except :

i. where, in the opinion of the Government General Purchasing Director, there is only one possible buyer ;

ii. where the estimated amount of the sale is under 200 \$ ;

iii. where, in the opinion of the Government General Purchasing Director, it is preferable that the place of business of the buyer be located near the site where the property to be disposed of is found ; or

iv. where the property to be disposed of is sold to a non-profit corporation of body, provided the amount of the transaction is under 1 000 \$ and that such amount is at

least equal to the estimated value of the property to be disposed of ;

(b) the estimated amount of the sale is not under 50 000 \$ ; and

(c) when tenders were called for, the contract was not granted to the highest conformable tenderer.

**10.** Whenever, under this Regulation, tenders are required, they must be called for in newspapers or by invitations of tenders.

The procedure for calls for tenders in newspapers must be used when the estimated value of the moveable property or of the lot of moveable property in question exceeds 20 000 \$, or, in the case of a lesser value, where there are no buyers registered in the index of buyers for the property in question or that, in the opinion of the Government General Purchasing Director, the index of buyers is incomplete for this property.

In all other cases, the procedure for invitations of tenders may be used.

**11.** In the case of invitations of tenders, the selection of the purchasers invited to tender shall be made in accordance with the directives set forth for that purpose by the Government General Purchasing Director and approved by the Conseil du trésor.

**12.** The calls for tenders in newspapers shall be published in French in at least one daily newspaper.

**13.** All calls for tenders made under this Regulation must include the following provisions and information :

(a) a brief description of the property to be disposed of ;

(b) the place where it is warehoused ;

(c) the place where the documents and information needed to prepare the tender may be obtained ;

(d) the conditions required to obtain the documents necessary to prepare the tender ;

(e) the place as well as the date and time limit fixed for the deposit and opening of tenders ;

(f) the conditions of payment ;

(g) the terms and conditions for removing the moveable property sold ;

(h) that the Government General Purchasing Director does not bind himself to accept the highest or any other tender ;

(i) that the tender shall be valid for a stipulated time ;

(j) that every tender, to be considered, must be sent duly completed to the place indicated and before the time stipulated.

**14.** The documents respecting calls for tenders in newspapers must be given immediately to any person requesting them who fulfills the conditions for obtaining such documents prescribed in the calls for tenders.

**15.** The time limit for receipt of tenders upon a call for tenders in newspapers shall be calculated starting from the first publication made for calls for tenders and the time period involved may not be shorter than 8 working days.

**16.** The date for receipt of public tenders may be deferred to a later date by a public notice given to the tenderers in the same manner as the calls for tenders and before the expiry of the time period set.

**17.** Except in cases of *force majeure*, the opening of public tenders must immediately follow the time limit set for the receipt of tenders.

**18.** All public tenders received pertaining to the same sale must be opened publicly by the General Purchasing Director or his representative, in the presence of at least 2 witnesses.

**19.** At the opening of public tenders, the General Purchasing Director or his representative shall verify and read aloud the name of each tenderer and the amount of his tender. Following such reading, he shall give the names of 2 witnesses and, subject to subsequent verifications as to the conformity of the tenders received, the name of the highest tenderer and the amount of his tender. This information must then be recorded.



c. A-6, r.6

## Regulation respecting government concession contracts

Financial Administration Act  
(R.S.Q., c. A-6)

### DIVISION I GENERAL PROVISIONS

**1.** This Regulation is made under section 49 of the Financial Administration Act (R.S.Q., c. A-6).

**2.** Unless otherwise stipulated in an Act or regulation, this Regulation shall apply to the departments and bodies whose budget is voted by the National Assembly.

**3.** In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

(a) “calls for tenders in newspapers” : a notice published in at least one daily newspaper inviting potential agents to submit tenders for a government concession ;

(b) “invitations of tenders” : a notice personally addressed to potential agents inviting them to submit tenders for a government concession ;

(c) “turnover” : the anticipated gross revenue of a concession after taxes, collected by the agent for the Gouvernement du Québec ;

(d) “agent” : a natural or artificial person who has signed a concession contract with the owner ;

(e) “concession contract” : a contract made by the Government or in its name respecting the carrying on by a natural or artificial person of an activity of a commercial nature in the place and stead of the Government and for which royalties are paid to the Government, with the exclusion of the sale of permits, licenses, securities or bonds of the province and lottery tickets ;

(f) “principal place of business” : the principal establishment from which the business is directed and where the managing staff and equipment are ordinarily located ;

(g) “owner” : the department or body signatory to the contract with the agent ;

(h) “royalty” : the amount to be paid by the agent under a concession contract.

**4.** A concession contract shall not exceed 5 years.

### DIVISION II AUTHORIZATION REQUIRED

**5.** (1) No concession contract may be made without the authorization of the Government given upon the recommendation of the Conseil du trésor where the estimated annual turnover of the concession is 5 000 000 \$ or over.

(2) Subject to subsection 1, no concession contract may be made without the authorization of the Conseil du trésor unless, tenders having been called for, the contract is granted to the highest conformable tenderer whose principal place of business is in Québec, and :

(a) the estimated annual turnover of the concession is under 10 000 \$ ;

(b) the estimated annual royalties of the concession are under 1 000 \$ ; or

(c) the estimated annual turnover of the concession is under 500 000 \$ provided at least 2 conformable tenders have been obtained.

### DIVISION III TENDERS

**6.** No concession contract may be entered into unless tenders have been called for, except where only one agent is available in which case the authorization of the Conseil du trésor is required.

**7.** Where, pursuant to this Regulation, tenders are required, they must be called for in newspapers or by invitation of tenders.

The procedure for invitation of tenders may be used where the estimated annual turnover of the concession is under 10 000 \$ or where the estimated annual royalties are under 1 000 \$.

In all other cases, the procedure for calls for tenders in newspapers must be used.

## DIVISION IV PROCEDURES FOR CALLS FOR TENDERS IN NEWSPAPERS

**8.** Calls for tenders in newspapers are published in at least one daily newspaper.

**9.** All calls for tenders in newspapers must include the following provisions and information :

- (a) a brief description of the concession ;
- (b) the location of the concession ;
- (c) the place where the documents and information needed to prepare the tender may be obtained ;
- (d) the prerequisites for obtaining the documents necessary to prepare the tender ;
- (e) a notice to the effect that only tenders from natural or artificial persons having their principal place of business in Québec shall be considered for the issuance of the contract ;
- (f) that the department or body does not bind itself to accept either the highest or any other tender ;
- (g) that the tender shall be valid for a stipulated time ;
- (h) that the tender, to be considered, must be sent duly completed to the place indicated and before the time stipulated.

**10.** The instructions given to tenderers must include a notice to the effect that :

- (a) the tenderer must provide with his tender a guarantee where the estimated annual turnover of the concession is more than 50 000 \$, which guarantee may :
  - i. be a lump sum equal to or more than 5% of the probable turnover if the guarantee is issued by a company authorized to become surety under the Guarantee Companies Act (R.S.Q., c. C-43) ; or
  - ii. be a lump sum equal to or more than 2½ % of the probable turnover, up to an amount of 100 000 \$, if the guarantee is in the form of a certified cheque made to the order of the Minister of Finance ;
- (b) the tenderer whose tender has been accepted must, before the signing of the concession contract of which the estimated annual turnover is greater than 50 000 \$, provide a guarantee of execution equivalent to the amount of the tender guarantee required in paragraph a ;

(c) the tenderer, in the event of failing to sign a contract in conformity with his tender or to provide the guarantee of execution required within 15 days of the date of acceptance, shall be required to pay to the owner a sum of money representing the difference between the amount of his tender and that of the subsequent tender accepted by the owner, which sum being, however, limited to the amount of the tender guarantee fixed in the calls for tenders where applicable.

**11.** The documents relating to calls for tenders in newspapers must be given immediately to every natural or artificial person whose principal place of business is in Québec who makes the request for documents in his own name and who fulfills the conditions for obtaining such documents prescribed in the calls for tenders.

**12.** The time limit for receipt of tenders on a call for tenders in newspapers shall be calculated starting from the first publication made for that call for tenders and may not be less than 8 working days.

**13.** If the receipt of tenders cannot take place at the place or on the date and at the time limit stipulated in the notice of call for tenders, such receipt shall take place in another place or at another time, upon due notice given before the time fixed for the receipt of tenders to the persons to whom documents relating to the call for tenders have been forwarded.

**14.** Except in cases of *force majeure*, the opening of tenders must immediately follow the time limit set for the receipt of tenders. In cases of *force majeure*, the opening of tenders shall be done at a later date, after notice has been given to the persons to whom documents relating to the call for tenders have been forwarded.

**15.** Any tenders which is not completed in conformity with the conditions of the call for tenders and the instructions to tenderers shall not be considered for the issuance of the contract.

**16.** All tenders received for the same contract must be opened publicly by the owner's representative in the presence of at least 2 witnesses.

**17.** At the opening of public tenders, the owner's representative shall verify and read aloud the name of each tenderer and the amount of his tender. Following such reading, he shall give the names of 2 witnesses and, subject to subsequent verifications as to the conformity of the tenders received, the name of the highest tenderer and the

amount of his tender. This information must then be recorded.



c. A-6, r.7

## Regulation respecting government construction contracts

Financial Administration Act  
(R.S.Q., c. A-6)

### DIVISION I GENERAL PROVISIONS

**1.** This Regulation is made under section 49 of the Financial Administration Act (R.S.Q., c. A-6).

**2.** Unless otherwise stipulated in any Act or regulation, this Regulation shall apply to any department or agency whose budget is voted by the National Assembly.

**3.** In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

(a) “calls for tenders in newspapers” : a notice published in the newspapers inviting the submission of tenders for construction work ;

(b) “invitation for tenders” : a notice individually addressed to contractors inviting them to submit tenders for construction work ;

(c) “final notice of receipt” : a document signed by the owner certifying that the work is ready for its intended use, that the contractor has repaired any defects pointed out to him, where necessary, and that all the work has been completed ;

(d) “provisional notice of receipt” : a document signed by the owner certifying that the major part of the work has been completed, that conditions over which the contractor has no control prevent the work in progress from being completed, and that the cost of repairing work, excluding those in the final stages, is equal to or less than 0.5% of the total amount of the contract. Such document includes a list of defects to be repaired and a list of work that may not be completed owing to conditions over which the contractor has no control, if any ;

(e) “construction” : the erection, construction, equipping, restoring, repairing or demolition of works or any work that entails supplying and installing goods or that requires skilled labour from the building trades ;

(f) “contract” : a document containing all clauses pertaining to the rights, obligations and responsibilities of the parties for the purposes of carrying out the work entrusted to the constructor ;

(g) “estimated cost” : the probable cost of the carrying out of the work ;

(h) “contractor” : a natural person doing business alone under his own name or doing business under a corporate name, or a partnership or corporation ;

(i) “management by programme” : a method of budget management whereby a department or an agency is exempted, in respect of contracts payable out of appropriations for a programme, an item in a programme or the authorized budget of a project, from obtaining the approval of the Conseil du trésor normally required under this Regulation, provided the execution reports required by the Conseil du trésor are submitted and that such contracts comply with the budgetary programming approved by the Conseil du trésor ;

(j) “Minister” : the member of the Conseil exécutif who is responsible before the National Assembly for the appropriations to be allocated for the carrying out of the works contemplated in this Regulation ;

(k) “principal place of business” : the principal establishment from which the business of a firm is directed and where the supervisory staff and equipment are ordinarily located ;

(l) “budgetary programming” : a document approved by the Conseil du trésor that allocates the budgetary package of a programme, an item in a programme or an authorized budget of a project by activity, project or any other method ;

(m) “owner” : a department or an agency that is signatory to the contract with an owner ;

(n) “sub-contractor” : a natural or artificial person who carries out part of the work under a contract with the contractor.

**4.** A construction contract may be entered into only if one of the following conditions is met :

(a) at contractual price, where the work requested of the contractor is computed accurately and in detail and a price is agreed upon for the entire work ;

(b) at unit price, where the specifications for works are drawn up accurately and in detail except with respect to quantities ; or

(c) at cost plus fees, where prices cannot be computed owing to the nature of the work or where the urgency of the work requires that it be started before the drafts and specifications are completed. Such a contract is rarely awarded and must be constantly monitored by the owner or his representative who must approve and oversee all work. In such case, if under this Regulation the nature and extent of the work call for a procedure for the calling for tenders, the bids must include the fees.

## **DIVISION II REQUIRED AUTHORIZATION**

**5.** A construction contract may not be entered into without the authorization of the Government given upon the recommendation of the Conseil du trésor where the amount payable under the contract exceeds 10 000 000 \$.

Subject to the first paragraph, a construction contract may not be entered into without the authorization of the Conseil du trésor except :

(a) where the amount payable under the contract is less than 50 000 \$ or, if the contract concerned is one for paving with asphalt, where such amount is less than 300 000 \$ ;

(b) where the amount payable under the contract is 50 000 \$ or more but less than 500 000 \$ or, if the contract concerned is one for paving with asphalt, where such amount is 300 000 \$ or more but less than 1 000 000 \$ and on condition that, after the procedures for calls for tenders in newspapers have been applied, at least 2 conformable tenders have been obtained, the lowest of which has been accepted ; or

(c) where, within the framework of management by programme, the total amount payable annually under the contract out of the appropriations allocated to the programme in question or out of the authorized budget of a project is within the allocated to the programme in question is within the allocated budgetary package, in the budgetary programming, for the activity or project to which the contract refers, and where the procedures provided for in this Regulation have been fully complied with.

Notwithstanding subparagraphs *a*, *b* and *c* of the second paragraph, a construction contract may not be entered into without the authorization of the Conseil du trésor respecting the premises to be used as a residence for any functionary or government employee.

**6.** Additional payments must not be paid under a construction contract over the amount stipulated therein without the authorization of the Conseil du trésor, except :

(a) where the total amount of the contract and the additional payments is less than 50 000 \$ or, if the contract concerned is one for paving with asphalt, where such amount is less than 300 000 \$ ;

(b) where the total sum of additional payments is less than 10% of the amount of the contract ; or

(c) where, within the framework of management by programme, the total amount payable annually under the contract and the additional payments out of the appropriations allocated to the programme in question or out of the authorized budget of a project is within the allocated budgetary package, in the budgetary programming, for the activity or project to which the contract refers, and where the procedures provided for in this Regulation have been fully complied with.

**7.** A claim for damages incurred by a contractor must not be paid in relation to a road construction contract without the authorization of the Conseil du trésor, except if the amount thus payable is less than 50 000 \$.

## **DIVISION III TENDERS**

**8.** A construction contract may not be entered into unless tenders have been called for, except ;

(a) in emergencies where the safety of persons or property is jeopardized and where any delay would be detrimental to public interest, in which case the authorization of the Conseil du trésor must be obtained before any payment is made if the amount of the contract exceeds 2 000 \$ ;

(b) for work entrusted to a public utility ;

(c) for work entrusted to a municipal corporation or to an urban or regional community ;

(d) for the equipping or re-equipping of immovables or parts of immovables rented by the Minister and entrusted to the owner of the immovable ;

(e) for restoration or renovation work where the architecture and state of the immovable do not allow the work to be identified and described with precision ;



(f) for paving with asphalt whose estimated cost is less than 300 000 \$ ; or

(g) in all other cases, where the estimated cost of work is less than 5 000 \$, provided that the contract is awarded to the contractor chosen in accordance with the conditions of selection prescribed in the directives of the Conseil du trésor.

**9.** The tenders provided for in section 8 shall be called for in accordance with one of the following methods :

(a) calls for tenders in newspapers, where the estimated cost of work is more than 65 000 \$ or, for laying asphalt pavement, where such cost is more than 300 000 \$ ; or

(b) invitations for tenders, in all other cases where tenders must be called for.

**10.** In the case of invitations for tenders, contractors shall be selected in accordance with the directives of the Conseil du trésor.

#### **DIVISION IV PROCEDURE FOR CALLS FOR TENDERS IN NEWSPAPERS**

**11.** A call for tenders in newspapers shall be published in French in a Montréal or Québec City daily newspaper, in a daily or weekly regional newspaper having a circulation in the region where the work is to be carried out, and in at least one specialized publication.

For work whose estimated cost does not exceed 250 000 \$, a call for tenders may be published only in a daily or weekly regional newspaper having a circulation in the region where the work must be carried out and in at least one specialized publication.

**12.** Calls tenders in newspapers must include, at the least, the following provisions and information :

- (a) the name of the owner ;
- (b) a brief description of planned works ;
- (c) the place where they will be carried out ;
- (d) the place where the documents and information needed to prepare the tender may be examined or obtained ;
- (e) the prerequisites for obtaining the documents needed to prepare the tender ;
- (f) the place as well as the deadline (date, time) set for the filing and opening of tenders ;

(g) the nature of the tender guarantee required ;

(h) that only tenders from contractors having their principal place of business in Québec and holding the licence required under the Act respecting building contractors vocational qualifications (R.S.Q., c. Q-1) will be considered for the purpose of awarding a contract ; and

(i) that the owner does not promise to accept the lowest or any other tender.

**13.** The following documents shall be given to eventual tenderers in exchange for a nonrefundable deposit, the amount of which shall be set in accordance with the directives of the Conseil du trésor :

- (a) a list of the documents supplied ;
- (b) a copy of the text of the call for tenders ;
- (c) the instructions for tenderers ;
- (d) the tender form ;
- (e) the information form respecting the tenderer ;
- (f) a specimen of the contract contemplated by the tender ;
- (g) a specimen of the prescribed bid bond form ;
- (h) a specimen of the prescribed performance bond forms together with the prescribed labour, material and services payment bond forms ; and
- (i) all other requirements pertinent to the mandate to be contracted for, including drafts, specifications, general conditions and other relevant information.

**14.** The instructions provided for tenderers must indicate how to fill out the tender form and its required supporting documents as well as the procedure the tenderer is to follow.

They must also give notice of the following provisions which shall constitute conditions for awarding contracts :

- (a) the tenderer must supply a guarantee with his tender :
  - i. corresponding to a lump sum equal of 10% of the estimated cost of the work, issued by a company legally constituted to become surety if the guarantee is in the form of surety, in which case the contractor must use the forms in Schedules A or D according to whether the work is carried out for the Government or for one of its agencies ; or
  - ii. corresponding to a lump sum equal to 5% of the estimated cost of the work up to a maximum of 500 000 \$ if the guarantee is in the form of a certified cheque made

out to the order of the Minister of Finance or the agency, according to whether the call for tenders is made by a department or by an agency, or if it is in the form of conventional bearer bonds whose face value corresponds to 5% of the value of the price of the contract, which are issued or guaranteed by the Gouvernement du Québec or by the Government of Canada, and whose due date falls within a 5 year period ;

(b) the tenderer must supply a performance bond and a labour, material and services payment bond for the contract before the signing of the contract :

i. each worth 50% of the contract price and issued by a company legally constituted to become surety if such guarantees are in the form of surety ; in such case, the contractor must use the forms in Schedules B and C or E and F according to whether the work is carried out for the Government or for one of its agencies ;

ii. corresponding to 10% of the contract price for work pertaining to buildings, if such guarantees are in the form of a certified cheque made out to the order of the Minister of Finance or the agency, where applicable, or in the form of conventional bearer bonds whose face value corresponds to 10% of the contract price, which are issued or guaranteed by the Gouvernement du Québec or by the Government of Canada, and whose due date falls within a 5 year period ; or

iii. corresponding in all other cases to 5% or 10% of the contract price according to whether the withholdings on payments under the contract are set at 10% or 5% of each of such payments, if such guarantees are in the form of a certified cheque made out to the order of the Minister of Finance or the agency, where applicable, or in the form of conventional bearer bonds whose face value corresponds to 5% or 10% of the contract price, where applicable, which are issued or guaranteed by the Gouvernement du Québec or by the Government of Canada, and whose due date falls within a 5 year period ;

(c) a tenderer must submit his tender on the forms provided by the owner or on any true copy of such forms which must be filled out clearly and accurately and duly signed in the places indicated ;

(d) subject to section 17, an owner shall not accept any tender received after the date and time set ;

(e) an owner shall not accept any tender that does not meet the following requirements ;

i. a tenderer must use the tender form and envelope prescribed for such purpose ;

ii. the tender guarantee must be provided ;

iii. unless the tenderer is a natural person who does business alone under his own name and who signs his own documents of tender, the authorization to sign documents must accompany the tender and be established :

(A) by a certified copy of the company's resolution to that effect if the tenderer is a company ;

(B) by a copy of the declaration of partnership or incorporation registered with the clerk of the Superior Court and certified by a prothonotary where the tenderer is a partnership or does business under a corporate name ; where the tenderer is a partnership, a power of attorney authorizing the signature must also be submitted where the documents of tender are not signed by all the partners ; or

(C) by a mandate authenticated by a notary designating the person authorized to sign where a natural person is doing business under his own name but who does not sign the documents of tender ;

iv. the documents must be signed at the places prescribed for such purpose and by the person or persons authorized for such purpose ;

v. the total cost must be indicated on the tender form together with the unit and contract prices requested on the price list ;

vi. requirements or restrictions must not be attached to the tender ;

vii. the tenderer must hold the licence required under the Act respecting building contractors vocational qualifications (R.S.Q., c. Q-1) ;

viii. any deletions or corrections made concerning the amount of the tender must be initialed by the person or the persons who signed the tender ;

ix. the documents must be written in the official language of Québec ;

x. any other requirement indicated as essential in the instructions to tenderers with special mention that failure to comply therewith will cause the tender to be rejected must be met ;

(f) subject to the paragraph *e* and section 22, the errors and omissions respecting the documents for calls for tenders shall not cause the tender to be rejected if the tenderer corrects them to the satisfaction of the owner within 10 days following the opening of tenders and if the corrections do not cause an increase in the price submitted ;

(g) if the tenderer fails to sign a contract in conformity with his tender or to provide the required bonds within 15

days from the date of acceptance, he is required to pay the owner a sum of money representing the difference between the amount of his accepted tender and that of the tender subsequently accepted by the owner ; such sum is limited however, to the amount of the tender guarantee set in the calls for tenders ;

(h) the tenderer is responsible for making inquiries about the condition of the site, the work to be performed, and the requirements in connection with the contract and the fulfillment of its aims ;

(i) the tenderer must hire only sub-contractors having an establishment in Québec with permanent installations and the necessary personnel for the work mandate, unless for a special field it is otherwise provided for in the document on calls for tenders, or unless the tenderer proves, to the satisfaction of the owner, that there are no sub-contractors in Québec in a particular field, or if he is unable to obtain a reasonable price from Québec sub-contractors ; where the contractor cannot furnish the necessary proof to the satisfaction of the owner, the latter may require the contractor to choose a sub-contractor from Québec without changing the total price of his tender ;

(j) a contractor whose tender has been accepted and who has not met the requirement stipulated in paragraph i must accept that the owner withhold, from the price of the contract, a sum equal to 10% of such price without infringing upon any other right or recourse of the owner ;

(k) except where the performance guarantee is a bond and unless, in the other cases, stipulations to the contrary are provided for in the contract, withholdings on the value of the work done shall be made to guarantee that the contractor has fulfilled his obligations, as follows :

i. for work pertaining to buildings, 10% shall be withheld and given to the contractor upon the final receipt of the work if all his obligations have been fulfilled ; if the creditors have not been paid, the owner may use all or part of the withholdings to pay the debts ; and

ii. in the other cases, the withholdings shall be 5% if the guarantee corresponds to 10% of the contract price, and 10% if the guarantee corresponds to 5% of the contract price and if they are remitted 6 months after the date on which they were made if the obligations of the contractor have been fulfilled ; if the creditors have not been paid, the owner may use all or part of the withholdings to pay the debts ;

(l) contracts for sub-contractors must be written in the official language of Québec.

**15.** The deadline for receipts of tenders is computed starting from the first publication of the calls for tenders in newspapers and may not be less than :

(a) 4 weeks for work whose estimated cost is 1 500 000 \$ or more ;

(b) 3 weeks for work whose estimated cost is 200 000 \$ more but less than 1 500 000 \$ ;

(c) 2 weeks for work whose estimated cost is less than 200 000 \$.

Any additional information must be forwarded to persons to whom documents respecting the calls for offers have been given at least one week before the deadline for the opening of tenders by the owner. If the deadline cannot be respected, the date for receipt of tenders must be deferred accordingly.

**16.** The opening of tenders must immediately follow the closing hour set for the receipt of tenders.

**17.** If the receipt and opening of tenders cannot take place at the place or on the date and at the time stipulated in the call for tenders, they shall take place at another place and time after notice has been given, before the time set for the receipt of tenders to the persons who have received the documents respecting the call for tenders.

**18.** All tenders received relating to the same contract must be opened in public by a representative of the owner in the presence of a witness.

**19.** At the opening of tenders, a representative of the owner shall note and read aloud the name of each tenderer and the amount of the tender. After such reading, subject to subsequent verifications concerning the conformity of the tenders received, he shall give the name of the lowest tenderer and the amount of his tender, stating if the tenderer has provided the tender guarantee and if, where necessary, the signing of the tender documents is authorized.

This information must be recorded and the name of a witness given.

**20.** After the tenders have been opened, and before the contract is signed, the owner may request from the lowest tenderer a complete list of sub-contractors to whom he has agreed to entrust a part of his work and the prices submitted by each sub-contractor.

**21.** The owner shall retain the tender guarantee of the lowest conformable tenderer until the contract is signed.

He may also retain for a period of up to 45 days the tender guarantee of the second and third lowest conformable tenderers until the contract is signed by the chosen tenderer.

**22.** An analysis of tenders will not cause a tenderer other than the lowest tenderer at the opening of tenders to become the lowest tenderer owing to the correcting of an error in his tender that tends to reduce the aggregate price thereof.

**23.** The contract must be granted to the lowest conformable tenderer unless the Government or the Conseil du trésor, according to the levels of authorization provided for in section 5, decides otherwise for reasons of public interest.

**24.** A tender is void upon the expiry of the 45-day period following the date set for the opening of tenders, unless the parties agree in writing to extend the period of validity.

**25.** Before the expiry of the time period prescribed in section 24, the owner shall give the chosen tenderer a notice to sign the contract and indicate the terms governing the latter's signature.

If the owner does not give such notice within the prescribed time period, he may, after such time period, ask the chosen tenderer to sign for the amount of his tender by providing him with a draft of the contract ; if the tenderer does not sign the contract and return it to the owner within 10 days of the posting of the invitation from the owner, such invitation shall become invalid unless the owner decides otherwise.

**26.** In the case of work carried out for a department, the performance guarantees and obligations of the contractor must be transmitted to the Deposit Office of the Ministère des Finances, with the exception of certified cheques deposited for work whose duration prescribed in the contract is less than 3 months and of bonds, which shall be kept by the owner.

**27.** The contractor shall be given a guarantee other than a bond on final receipt of the work by the owner, except in the case of work pertaining to buildings where such guarantee shall be exchanged for another guarantee corresponding to 1% of the amount of the contract ; the latter guarantee shall be given 1 year after the final receipt of works.

## **DIVISION V SPECIAL PROVISION**

**28.** Any contract other than at contractual price must include the following clause : "Any request for payment

resulting from such contract or part thereof made in accordance with a term other than at contractual price shall be subject to verification by the Comptroller of Finance who has all the powers provided for in section 14 of the Act respecting public inquiry commissions (R.S.Q., c. C-37), especially the power to examine all the registers and documents he deems useful for such verification."

## **SCHEDULE A**

(s. 14)

### **QUÉBEC**

### **BID BOND**

**(Work carried out for the Government)**

**1.** ..... having  
its principal office in Québec in .....  
..... herein represented by .....  
....., duly authorized, hereinafter  
called the SURETY, after having taken cognizance of the  
tender to be submitted on the ..... day of .....  
..... 19... , to the Minister of .....  
..... of Québec, hereinafter called the MINISTER, by  
..... whose principal office in Québec  
is in ..... herein represented by  
..... duly authorized, hereinafter called the  
CONTRACTOR, for .....  
.....  
(Description of work and place)

will act as surety to the Minister for the said Contractor,  
on the following conditions :

Should the tenderer fail to sign a contract in accordance with his tender or should he fail to provide the required guarantees within 15 days from the date of acceptance, the Surety binds itself to pay the Minister a sum of money equal to the difference between the amount of the tender which had been accepted and that of the tender subsequently accepted by the Minister, the liability of the Surety being limited to ..... dollars ( ..... \$).

**2.** The Contractor whose tender has been accepted must be notified of its acceptance within 45 days following the last day for receipt of tenders, otherwise this obligation shall be null and void.

**3.** Any legal proceedings based on this bond must be instituted within 12 months from the date of these presents and may be instituted in the judicial district of Québec.

**4.** The Surety waives the benefit of discussion.

**5.** The Contractor intervenes in these presents to consent thereto, and should he fail to do so, this obligation shall be null and void.

IN WITNESS WHEREOF, the Surety and the Contractor, by their duly authorized representatives, have signed these presents in ..... this ..... day of ..... 19...

.....  
Witness

.....  
The Surety

.....  
Witness

.....  
The Contractor

## SCHEDULE B

(s. 14)

## QUÉBEC

## PERFORMANCE BOND

(Work carried out for the Government)

**1.** ..... having its principal office in Québec in ..... herein represented by ..... duly authorized, hereinafter called the SURETY, after having taken cognizance of the tender duly accepted by the Minister, on ..... for .....

.....  
(Description of work and place)  
with a view to a contract between Her Majesty in right of Québec, therein represented by the Minister of .....

..... and .....  
(Name of contractor)

whose principal office in Québec is in ..... herein represented by ..... duly authorized, hereinafter called the CONTRACTOR, binds itself jointly and severally with the Contractor, to the Min-

ister, to perform the work described above in accordance with the contract, provided that the Surety shall not in any case be required to pay more than ..... dollars (..... \$).

**2.** The Surety agrees that the Minister and the Contractor may make modifications to the contract at any time, waives notification of such modifications and also consents to the Minister's granting any time period necessary for completion of the work.

**3.** If the Contractor fails to execute the contract, including work covered by the guarantees, the Surety shall undertake and continue the required works within 15 days after being notified to that effect by the Minister, or his representative, failing which the Minister may have such works completed and the Surety shall pay him any excess over the price agreed upon with the Contractor for the execution of the contract.

**4.** Any legal proceedings for the enforcement of this bond may be brought in the district of Québec. Such proceedings must be instituted before the expiry of one year following the date of the final estimate of the work done in execution of the contract or the date of completion of works covered by the guarantees.

**5.** The Contractor intervenes in these presents to consent thereto and, should he fail to do so, this obligation shall be null and void.

IN WITNESS WHEREOF, the Surety and the Contractor by their duly authorized representatives, have signed these presents in ..... this ..... day of ..... 19...

.....  
Witness

.....  
The Surety

.....  
Witness

.....  
The Contractor

**SCHEDULE C**

(s. 14)

**QUÉBEC****LABOUR, MATERIAL AND SERVICES  
PAYMENT BOND****(Work carried out for the Government)**

**1.** ..... having  
its principal office in Québec in .....  
..... herein represented by .....  
..... duly authorized, hereinafter  
called the SURETY, after having taken cognizance of the  
tender duly accepted by the Minister on .....  
..... for .....  
.....  
.....  
.....  
(Description of work and place)

with a view to a contract between Her Majesty in right of  
Québec, therein represented by the Minister of .....  
..... or his duly authorized represen-  
tative, hereinafter called the MINISTER, and .....  
..... having its principal office in Qué-  
bec in ..... herein represented by  
..... duly authorized, hereinafter called the  
CONTRACTOR, binds itself jointly and severally with  
the Contractor, to the Minister, to pay directly the credi-  
tors hereinafter defined, that the Surety shall not, in the  
aggregate, be required to pay more than .....  
..... dollars ( ..... \$).

**2. Creditor means :**

- (a) any sub-contractor of the Contractor ;
- (b) any person, partnership or corporation having sold or leased to the Contractor or to his sub-contractors services, material or equipment intended exclusively for the work ; equipment rental prices will be determined solely in accordance with current construction industry standards ;
- (c) any supplier of materials specially prepared for this project ;
- (d) the Commission de la santé et de la sécurité du travail, with respect to its assessments.

**3.** The Surety agrees that the Minister and the Contractor may make modifications to the contract at any time, waives notification of such modifications and also consents to the Minister's granting any extension necessary for completion of the work.

**4.** (1) Subject to subsection 3, hereunder, no creditor shall have direct recourse against the Surety unless he has sent a request for payment to the Surety and to the Contractor within 120 days from the date on which he completed his work or supplied the last services, material or equipment.

(2) A creditor who does not have direct contract with the Contractor shall have no direct recourse against the Surety unless he has given notice in writing of his contract to the Contractor within 60 days from the commencement of the leasing or delivery of the services, material or equipment ; such notice must indicate the public works concerned, the nature of the contract, the name of the sub-contractor and the department concerned.

(3) No sub-contractor shall have direct recourse against the Surety for amounts that the Contractor has withheld from him unless he has sent a request for payment to the Surety and to the Contractor within 120 days from the date on which the with-holdings are due.

**5.** Any creditor may bring suit against the Surety after 30 days have elapsed since the notice stipulated in section 4 above was given, provided that :

- (a) the action is not instituted earlier than 90 days after the date on which the work was carried out or that on which the last services, material or equipment was or were supplied ;
- (b) the action be served before one year has elapsed from the date on which the Contractor ceased work for the carrying out of the said contract, including work performed pursuant to the guarantees applicable to the contract.

**6.** Any payment made in good faith by virtue of these presents will entail a corresponding reduction in the amount of this bond.

**7.** The Contractor intervenes in these presents to consent thereto, and should he fail to do so this obligation shall be null and void.

IN WITNESS WHEREOF, the Surety and the Contractor, by their duly authorized representatives, have signed these presents in ..... this .....  
..... day of ..... 19....

.....  
Witness

.....  
The Surety

**Witness**

### The Contractor

**(Government agencies)**

(Description of work and place)

**4. The Surety waives the benefit of discussion.**

Witness

### The Surety

• • • •  
Witness

## The Contractor

**(Government agencies)**

(Description of work and place)

(Name of Contractor)

whose principal office in Québec is in .....  
 ..... herein represented by .....  
 ..... duly authorized, here-  
 inafter called the **CONTRACTOR**, binds itself jointly and  
 severally with the Contractor, to the Beneficiary, to per-  
 form the work described above in accordance with the  
 contract, provided that the Surety shall not in any case be  
 required to pay more than .....  
 ..... dollars ( ..... \$).

**2.** The Surety agrees that the Beneficiary and the Contractor may make modifications to the contract at any time, waives notification of such modifications and also consents to the Beneficiary's granting any time period necessary for completion of the work.

**3.** If the Contractor fails to execute the contract, including work covered by the guarantees, the Surety shall undertake and continue the required works within 15 days after being notified to that effect by the Beneficiary, or his representative, failing which the Beneficiary may have such works completed and the Surety shall pay him any excess over the price agreed upon with the Contractor for the execution of the contract.

**4.** Any legal proceedings for the enforcement of this bond may be brought in the judicial district of the Beneficiary. Such proceedings must be instituted before the expiry of one year following the date of the final estimate of the work done in execution of the contract or the date of completion of works covered by the guarantees.

**5.** The Contractor intervenes in these presents to consent thereto and, should he fail to do so, this obligation shall be null and void.

IN WITNESS WHEREOF, the Surety and the Contractor by their duly authorized representatives, have signed these presents in ..... this ..... day of ..... 19.....

.....  
Witness

.....  
The Surety

.....  
Witness

.....  
The Contractor

## SCHEDULE F

(s. 14)

### QUÉBEC

### LABOUR, MATERIAL AND SERVICES PAYMENT BOND

(Government agencies)

**1.** ..... having  
its principal office in Québec in .....

..... herein represented by .....  
..... duly authorized, hereinafter  
called the SURETY, after having taken cognizance of the  
tender duly accepted by the Beneficiary on ..... for

.....  
(Description of work and place)

with a view to a contract between .....  
therein represented by .....  
duly authorized, hereinafter called the Beneficiary, and

.....  
(Name of Contractor)

whose principal office in Québec in .....  
..... herein represented by .....  
..... duly authorized, hereinafter  
called the CONTRACTOR, binds itself jointly and severally with the Contractor, to the Beneficiary to pay directly the creditors hereinafter defined, that the Surety shall not, in the aggregate, be required to pay more than ..... dollars ( ..... \$).

**2.** Creditor means :

- (a) any sub-contractor of the Contractor ;
- (b) any person, partnership or corporation having sold or leased to the Contractor or to his sub-contractors services, material or equipment intended exclusively for the work ; equipment rental prices will be determined solely in accordance with current construction industry standards ;
- (c) any supplier of materials specially prepared for the project ;
- (d) the Commission de la santé et de la sécurité du travail, with respect to its assessments.

**3.** The Surety agrees that the Beneficiary and the Contractor may make modifications to the contract at any time, waives notification of such modifications and also consents to the Beneficiary granting any extension necessary for completion of the work.



**4.** (1) Subject to subsection 3, hereunder, no creditor shall have direct recourse against the Surety unless he has sent a request for payment to the Surety and to the Contractor within 120 days from the date on which he completed his work or supplied the last services, material or equipment.

.....  
Witness

.....  
The Contractor

(2) A creditor who does not have direct contract with the Contractor shall have no direct recourse against the Surety unless he has given notice in writing of his contract to the Contractor within 60 days from the commencement of the leasing or delivery of the services, material or equipment ; such notice must indicate the public works concerned, the nature of the contract, the name of the sub-contractor and the department concerned.

(3) No sub-contractor shall have direct recourse against the Surety for amounts that the Contractor has withheld from him unless he has sent a request for payment to the Surety and to the Contractor within 120 days from the date on which the withholdings are due.

**5.** Any creditor may bring suit against the Surety after 30 days have elapsed since the notice stipulated in section 4 above was given, provided that :

(a) the action is not instituted earlier than 90 days after the date on which the work was carried out or that on which the last services, material or equipment was or were supplied ;

(b) the action be served before one year has elapsed from the date on which the Contractor ceased work for the carrying out of the said contract, including work performed pursuant to the guarantees applicable to the contract.

**6.** Any payment made in good faith by virtue of these presents will entail a corresponding reduction in the amount of this bond.

**7.** The Contractor intervenes in these presents to consent thereto, and should he fail to do so this obligation shall be null and void.

IN WITNESS WHEREOF, the Surety and the Contractor, by their duly authorized representatives have signed these presents in ..... this .....  
..... day of ..... 19....

.....  
Witness

.....  
The Surety

---

O.C. 3989-78, (1979) 111 G.O., 4173  
O.C. 257-79, (1979) 111 G.O., 4189  
O.C. 1638-81, (1981) 113 G.O. II, 1993



c. A-6, r.8

## Regulation respecting government service contracts

Financial Administration Act  
(R.S.Q., c. A-6)

### DIVISION I GENERAL PROVISIONS

**1.** This Regulation is made pursuant to section 49 of the Financial Administration Act (R.S.Q., c. A-6).

**2.** Unless otherwise stipulated in an Act or regulation, this Regulation shall apply to every department or body whose budget is voted by the National Assembly.

**3.** In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

(a) “call for tenders in newspapers” : a notice published in the newspapers inviting the submission of tenders for the provision or carrying out of a service ;

(b) “invitation of tenders” : a notice directly addressed to firms inviting them to submit tenders for the provision or carrying out of a service ;

(c) “contract” : the document containing all the clauses relative to the rights, obligations and responsibilities of the parties regarding the carrying out of a mandate explicitly defined therein ;

(d) “service contract” : a contract concluded for the provision or carrying out of a service but not including a construction contract, a contract of the leasing, acquisition or disposal of a moveable or immoveable property or a concession contract, but including a contract for the chartering of aircraft ;

(e) “estimated cost” : the probable amount of the cost of fulfilling a contract ;

(f) “firm” : a natural person doing business alone under his own name or doing business under a corporate name, or a company or corporation that is signatory to a contract ;

(g) “administration by programme” : a method of budget administration whereby a department or body, in respect of contracts payable out of the appropriations for a given programme or an item in a programme, is exempted from obtaining the approval of the Conseil du trésor nor-

mally required under this Regulation, provided the execution reports required by the Conseil du trésor are submitted and that such contracts conform to the budgetary programming approved by the Conseil du trésor ;

(h) “mandate” : all the services entrusted to a firm and the terms and conditions for the carrying out of these services ;

(i) “place of business” : an establishment of a firm comprising in Québec permanent facilities and the personnel required to carry out the work that is the subject of a mandate ;

(j) “budgetary programming” : a document approved by the Conseil du trésor that divides the budgetary package of a programme or an item in a programme by activity, project or any other method.

### DIVISION II PROCEDURE FOR CALLS FOR TENDERS IN NEWSPAPERS

**4.** Calls for tenders in newspapers shall be published in French in a Montreal daily newspaper and in a Québec City daily newspaper, and also in a daily or weekly regional newspaper that has a circulation in the region where the service is to be carried out.

**5.** Calls for tenders in newspapers must include the following provisions and information :

(a) the name of the department or body that requires the service ;

(b) a brief description of the services required ;

(c) the place where the documents and information needed to prepare the tender may be examined or obtained ;

(d) the prerequisites for obtaining the documents necessary to prepare the tender ;

(e) the place as well as the date and time limits fixed for the submission and opening of tenders ;

(f) the nature of the tender guarantee required ;

(g) that only tenders from firms who have a place of business in Québec shall be considered for the issuance of the contract ; and

(h) that the department or body does not bind itself to accept the lowest or any other tender.

**6.** The following documents shall be given to tenderers :

- (a) a list of the documents supplied ;
- (b) a copy of the text of the call for tenders ;
- (c) the instructions to tenderers ;
- (d) the tender form ;
- (e) the form for information respecting the tenderer ;
- (f) a specimen of the contract contemplated by the tender ;
- (g) a specimen of the prescribed tender guarantee form ; and
- (h) all other conditions pertinent to the mandate.

**7.** The instructions to tenderers must indicate the manner of filling out the tender form and the accompanying documents required as well as the procedure to be followed by the tenderer.

Furthermore, they must include notices to the effect that :

- (a) the tenderer must provide a guarantee with his tender :

- i. corresponding to a lump sum equal to 10% of the estimated cost of the services issued by a company legally constituted to become surety if the guarantee is in the form of surety ; or

- ii. corresponding to a lump sum equal to 5% of the estimated cost of services up to a maximum of 100 000 \$ if the guarantee is in the form of a certified cheque made to the order of the Minister of Finance or the body, according to whether the call for tenders is made by a department or body ;

- (b) the tenderer, in the particular cases where a department or body deems it essential to obtain a guarantee for the duration of the contract must furnish the required guarantee before the contract is signed ;

- (c) the tenderer must present his tender on the forms provided by the department or body or on a true copy of these forms ; such forms must be filled in clearly and accurately and duly signed in the required places ;

- (d) the department or body will not accept any tender received after the date and time limits fixed ;

- (e) the department or body will not accept any tender that does not meet the following conditions :

- i. the tender guarantee must be provided ;

- ii. unless the tenderer is a natural person doing business alone under his own name and himself signs the documents of tender, authorization to sign the documents must accompany the tender, such authorization to be established :

- (A) by a certified copy of the company's resolution to that effect if the tenderer is a company ;

- (B) by a copy of the declaration of partnership or incorporation registered with the clerk of the Superior Court and certified by the prothonotary where the tenderer is a partnership or does business under a corporate name ; where the tenderer is a partnership, a power of attorney authorizing the signature must also be submitted where the documents of tender are not signed by all the partners ; or

- (C) by an authentic power of attorney designating the person authorized to sign, in the case of a natural person doing business alone under his own name but who does not himself sign the documents of tender ;

- iii. the documents must be signed at the places indicated therefor ;

- iv. the total cost must be indicated on the tender form and also the unit and contract prices asked for on the price list ; and

- v. any other condition mentioned as essential in the instructions to tenderers ;

- (f) the tenderer, in the event of his failing to sign a contract in conformity with his tender, or to provide the guarantees required within 15 days of the date of acceptance, shall be required to pay the department or body a sum of money representing the difference between the amount of his accepted tender and that of the subsequent tender accepted by the department or body, which sum being, however, limited to the amount of the tender guarantee fixed in the calls for tenders ; and

- (g) it is the tenderer's responsibility to obtain information regarding the location, the nature of the services to be provided and the requirements related to the contract and the attainment of its aims.

**8.** The time limit for receipt of tenders shall be calculated starting from the first publication of calls for tenders and may not be shorter than 2 weeks.**9.** The opening of tenders must immediately follow the latest hour fixed for the receipt of tenders.**10.** If the receipt and opening of tenders cannot take place at the place or on the date and at the latest hour stipulated in the call for tenders, they shall take place in

another place or at another time upon due notice given before the time fixed for the receipt of tenders to the persons to whom documents relating to the call for tenders have been forwarded.

**11.** All tenders received pertaining to the same contract must be opened publicly by the representative of the department or body concerned in the presence of a witness.

**12.** At the opening of tenders, the representative of the department or body shall verify and read aloud the name of each tenderer and the amount of his tender. Following such reading and, subject to subsequent verifications as to the conformity of the tenders received, he shall give the name of the lowest tenderer and the amount of his tender, stating whether or not the tenderer has submitted a tender guarantee, whether, where necessary, there is an authorization for the signing of documents of tender and if such documents have been duly signed.

This information must be recorded, and must include the name of the witness.

**13.** The department or body shall retain the tender guarantee of the lowest conformable tenderer until the time of the signing of the contract.

It may also retain, for a period of up to 45 days, the tender guarantees of the second and third lowest conformable tenderers until the contract is signed by the chosen tenderer.

**14.** A study of the tenders may not cause a tenderer other than the lowest tenderer at the time of opening the tenders to become the lowest tenderer due to the correction of an error in his tender, such correction resulting in a lowering of his total price.

**15.** The contract must be awarded to the lowest conformable tenderer unless the Government or the Conseil du trésor, according to the level of authorization provided for in this Regulation, decides otherwise in the public interest.

**16.** A tender becomes null and void at the expiry of the 45 day period following the opening of tenders, except where the parties agree in writing to grant a longer time period for its validity.

**17.** Before the expiry of the time limit provided for in section 16, the department or body shall give the chosen

tenderer a notice to sign the contract, giving the terms and conditions for its signature.

**18.** If the department or body does not give such notice within the prescribed time limit, it may, after such limit, invite the chosen tenderer to sign for the amount of his tender by forwarding him the draft contract ; if the tenderer does not sign the contract and return it to the department or body within 10 days of the date of mailing of such invitation by the department or body, the invitation becomes null and void unless the department or body decides otherwise.

### **DIVISION III PROFESSIONAL SERVICES RELATED TO CONSTRUCTION AND GENERAL ENGINEERING**

**19.** Professional service contracts related to construction and general engineering include contracts for studies, preparation of drafts and estimates, testing of materials and supervision of work related to construction and general engineering.

**20.** A contract for professional services related to construction and general engineering may not be concluded without the authorization of the Government given upon the recommendation of the Conseil du trésor where the amount payable under the contract is over 1 000 000 \$.

Subject to the first paragraph, a contract for professional services related to construction and general engineering may not be concluded without the authorization of the Conseil du trésor unless :

(a) the amount payable under the contract is under 50 000 \$ ; or

(b) within the framework of administration by programme, the amount payable annually under the contract out of the appropriations allocated to the programme in question remains within the budgetary package allocated in the budgetary programming to the activity or project to which the contract refers and the procedures prescribed in this Regulation have been fully complied with.

**21.** No additional payment shall be made for professional services related to construction and general engineering in excess of the amount stipulated in a contract without the authorization of the Conseil du trésor, unless :

(a) the total amount of the contract and additional payments is under 50 000 \$ ;

(b) the total amount of the additional payments is under 10% of the contract ; or

(c) within the framework of administration by programme, the total amount payable annually under the contract and additional payments out of the appropriations allocated to the programme in question remains within the budgetary package allocated in the budgetary programming to the activity or project to which the contract refers and that the procedures prescribed in this Regulation have been fully complied with.

**22.** (1) Without specific authorization of the Conseil du trésor given according to public interest or because of an emergency, no professional service contract for the preparation of drafts and estimates of constructing a new building where the estimated cost of the work is 10 000 000 \$ or more may be granted unless the department or body holds a competition.

(2) Participation in a competition is requested in accordance with one or the other of the following methods :

(a) through public notice in the cases identified in the directives of the Conseil du trésor ; or

(b) through invitation in all other cases.

(3) Such a competition is held in accordance with the following rules :

(a) when participation in a competition is requested through public notice, the department or body that requires the services shall for the purpose publish in French in a Montréal daily newspaper and in a Québec City daily newspaper as well as in a daily or weekly regional newspaper having a circulation in the region where the services are to be rendered a notice inviting architects and engineers to form a team and offer their services ; a copy of the said notice will also be forwarded to the professional orders and corporations concerned.

When the said participation is requested through invitation, the selection of firms that shall receive an invitation is made in accordance with the directives of the Conseil du trésor ;

(b) the public notice or, where applicable, the invitation to participate in the competition must include, at least, the following provisions and information :

i. a brief description of the projected work and the place where it is to be carried out ;

ii. the place where the documents and information needed to prepare the offer may be examined or obtained ;

iii. the place as well as the date and latest hour fixed for the submission of offers ;

iv. that only teams made up of firms who all have their principal places of business in Québec shall be considered for the purpose of the competition ;

v. that to be considered complete, a team must include at least one firm of architects and at least one firm specializing in structural, mechanical and electrical engineering ;

vi. firms specializing in architecture may not be members of more than one team for the same project ;

vii. firms specializing in structural, mechanical and electrical engineering may not be members of more than 2 teams for the same project ; and

viii. the department or body is not obliged to accept any of the offers received ;

(c) a pre-selection committee composed of at least 3 representatives chosen by the Deputy Minister of Public Works and Supply shall study the offers received using a decision table established in conformity with the directives of the Conseil du trésor and retain from 3 to 5 teams deemed the most likely to fulfill the mandate ;

(d) each team pre-selected shall be requested to submit an offer giving its concept of and estimated cost for the carrying out of the project ;

(e) the teams pre-selected shall be reimbursed in accordance with the directive of the Conseil du trésor for expenses incurred during the preparation of their offers ;

(f) the Deputy Minister of Public Works and Supply shall, after consultation with the departments and bodies, draw up each year a list of experts who may be called upon to sit on selection juries for projects ; such list must include professionals both from inside and outside the Government, not including consulting firms.

The Deputy Minister of Public Works and Supply shall designate a functionary in his department to act as permanent secretary to the selection juries.

The Deputy Minister of Public Works and Supply shall, in each case where a jury is required, appoint a chairman of the jury and at least 4 other members, of whom one must be from the client-department or body and one from outside the Government ;

(g) the jury shall make its selection following the procedure established in the directives of the Conseil du trésor and recommend to the Deputy Minister of Public Works and Supply the offer it deems best ;

(h) the firms to whom the contracts are awarded shall be remunerated in accordance with the cost-objective basis prescribed in the Tariff of fees for professional services provided to the Government (c. A-6, r.30).

**23.** Departments and bodies may hold competitions in accordance with section 22 for the construction of a new building whose estimated cost is under 10 000 000 \$ or for any other construction.

Where a competition is held for construction that does not come under the authority of the Ministère des Travaux publics et de l'Approvisionnement, the responsibilities devolving therefrom under section 22 to the Deputy Minister of Public Works and Supply shall fall to the Deputy Minister of the department or the director of the body concerned.

**24.** Where no competition is held, and subject to section 82, a contract for professional services related to construction and general engineering shall be awarded to a firm chosen in accordance with the methods of selection prescribed in the directives of the Conseil du trésor.

#### DIVISION IV PROFESSIONAL SERVICES RELATED TO ADMINISTRATION

**25.** Professional service contracts related to administration include consultation, study and research services related to the organization, management, control and operations of a department or body.

**26.** A professional service contract related to administration may not be concluded without the authorization of the Government given upon the recommendation of the Conseil du trésor where the amount payable under the contract is over 1 000 000 \$.

Subject to the first paragraph, a contract for professional services related to administration may not be concluded without the authorization of the Conseil du trésor unless :

(a) the amount payable under the contract is less than 50 000 \$ ;

(b) the project to which the contract refers has been the subject of an authorization in principle by the Conseil du trésor and the procedures described in this Regulation have been fully complied with, on the condition that the amount of the contract does not exceed the amount determined in the authorization in principle ; or

(c) within the framework of administration by programme, the amount payable annually under the contract out of the appropriations allocated to the programme in question remains within the budgetary package allocation

in the budgetary programming to the activity or project to which the contract refers, and the procedures prescribed in this Regulation have been fully complied with.

**27.** Notwithstanding the second paragraph of section 26 and subject to the first paragraph of the same section, no contract for more than 3 years may be concluded for professional services related to administration without the authorization of the Conseil du trésor.

**28.** No additional payment shall be made under a contract for professional services related to administration over and above the amount stipulated therein without the authorization of the Conseil du trésor, unless :

(a) the total amount of the contract and additional payments is under 50 000 \$ ;

(b) the total amount of the additional payments is under 10% of the contract ; or

(c) within the framework of administration by programme, the total amount payable annually under the contract and additional payments out of the appropriations for the programme in question remains within the budgetary package allocated in the budgetary programming to the activity or project to which the contract refers and that the procedures prescribed in this Regulation have been fully complied with.

**29.** Subject to section 82, a contract for professional services related to administration may not be concluded unless tenders or offers have been called for except :

(a) where the amount payable under the contract is under 25 000 \$ ; or

(b) where a competition is held in accordance with the rules prescribed in section 32.

**30.** The tenders or offers prescribed in section 29 shall be called for by invitation and selection of the firms shall be made in accordance with the directives of the Conseil du trésor.

**31.** For services whose estimated cost is under 25 000 \$, and subject to section 82, the contract shall be awarded to a firm chosen in accordance with the selection methods prescribed in the directives of the Conseil du trésor.

**32.** For services whose estimated cost is 150 000 \$ or over, no contract for professional services related to administration may be awarded unless the department or body holds a competition in accordance with the following rules :

(a) the department or body that requires the services shall publish in French in a Montréal daily newspaper and in a Québec City daily newspaper, as well as in a daily or weekly regional newspaper that has a circulation in the region where the services are to be rendered, a notice inviting firms to offer their services ; a copy of such notice shall also be forwarded to the professional orders and corporations concerned ;

(b) the notice in the newspapers must include the following provisions and information :

- i. a brief description of the projected work ;
- ii. the place where the information needed to prepare the offer may be obtained ;
- iii. the place as well as the date and latest hour fixed for the submission of offers ;
- iv. that only natural persons, partnerships or corporations having a place of business in Québec shall be considered for the purpose of the competition ; and
- v. that the department or body is not obliged to accept any of the offers received ;

(c) a pre-selection committee composed of at least 3 representatives chosen by the Deputy Minister or the director of the body shall study the offers received using a decision table established in conformity with the directives of the Conseil du trésor and retain the 3 firms deemed most likely to fulfill the mandate ;

(d) the 3 firms pre-selected are invited to submit an offer based on a detailed mandate and giving their concept and the total fixed cost of carrying out the project ;

(e) the 3 firms pre-selected shall be reimbursed for expenses incurred during the preparation of their offers in accordances with the directives given by the Conseil du trésor for that purpose ;

(f) the Deputy Minister or the director of the body shall draw up each year, a list of experts who may be called upon to sit on a selection jury for projects ; such list must include professionals both from inside and outside the Government, not including consulting firms.

The Deputy Minister or the director of the body shall designate a functionary in his department or body to act as permanent secretary to the selection juries.

The Deputy Minister or the director of the body shall, in each case where a jury is required, appoint a chairman of the jury and at least 4 other members, of whom 1 must be from outside the Government ;

(g) the jury shall make its selection following the procedure established in the directives of the Conseil du trésor and recommend to the Deputy Minister or the director of the body the offer it deems best.

**33.** Departments and bodies may hold competitions pursuant to section 32 for a project whose estimated cost is under 150 000 \$ but over 100 000 \$.

## **DIVISION V**

### **SERVICES RELATED TO THE AUDIO-VISUAL FIELD AND THE GRAPHIC ARTS**

**34.** Contracts for services related to the audio-visual field and the graphic arts include photography, drafting, films, diaporamas, audio production, video-tape recording, the production of mockups and models, graphics, the arrangement and setting up of material to be photographed, microfilm, cartography and aerial photography.

**35.** A contract for services related to the audio-visual field and the graphic arts may not be concluded without the authorization of the Government given upon the recommendation of the Conseil du trésor, where the amount payable under the contract is over 1 000 000 \$.

Subject to the first paragraph, a contract for services related to the audio-visual field and the graphic arts may not be concluded without the authorization of the Conseil du trésor, unless :

(a) the amount payable under the contract is under 50 000 \$ ; or

(b) within the framework of administration by programme, the amount payable annually under the contract out of the appropriations allocated to the programme in question remains within the budgetary package allocated in the budgetary programming to the activity or project to which the contract refers and the procedures prescribed in this Regulation have been fully complied with.

**36.** Notwithstanding subparagraphs *a* and *b* of the second paragraph of section 35 and subject to the first paragraph of the same section, no contract for more than 3 years may be concluded for services related to the audio-visual field and the graphic arts without the authorization of the Conseil du trésor.

**37.** No additional payment shall be made under a contract for services related to the audio-visual field and the graphic arts over and above the amount stipulated therein, without the authorization of the Conseil du trésor, unless :

(a) the total amount of the contract and additional payments is under 50 000 \$ ;

(b) the total amount of the additional payments is under 10% of the contract ; or

(c) within the framework of administration by programme, the total amount payable annually under the contract and additional payments out of the appropriations allocated to the programme in question remains within the budgetary package allocated in the budgetary programming to the activity or project to which the contract refers and the procedures prescribed in this Regulation have been fully complied with.

**38.** A contract for services relating to the audio-visual field and the graphic arts may not be concluded unless tenders have been called for in accordance with this Regulation, except for work whose estimated cost is under 5 000 \$.

**39.** The tenders prescribed in section 38 shall be called for according to one of the following methods :

(a) calls for tenders in newspapers where the estimated cost of the contract is 50 000 \$ or over ; or

(b) invitations of tenders in all other cases.

**40.** Where there are calls for tenders in newspapers, evaluation of the tenders and the choice of the firm to which the contract is awarded shall be made in accordance with the directives of the Conseil du trésor.

**41.** Where invitations of tenders are made, the selection of the firms shall be carried out in accordance with the directives of the Conseil du trésor.

**42.** For contracts whose estimated cost is under 5 000 \$, the contract shall be awarded to a firm chosen in accordance with the selection methods prescribed in the directives of the Conseil du trésor.

**43.** All contracts for services related to the audio-visual field and the graphic arts must include a copyright surrender clause in favour of the Government.

## **DIVISION VI SERVICES RELATED TO ADVERTISING**

**44.** Contracts for services related to advertising include advertising promotion services, writing and edition of advertising copy, public relations and broadcasting services.

**45.** A contract for services related to advertising may not be concluded without the authorization of the Government given upon the recommendation of the Conseil du trésor where the amount payable under the contract is over 1 000 000 \$.

Subject to the first paragraph, a contract for services related to advertising may not be concluded without the authorization of the Conseil du trésor unless :

(a) the amount payable under the contract is less than 50 000 \$ ;

(b) the project to which the contract refers has been the subject of an authorization in principle of the Conseil du trésor and the procedures prescribed in this Regulation have been fully complied with, on condition that the amount of the contract does not exceed the amount determined in the authorization in principle ; or

(c) within the framework of administration by programme, the amount payable annually under the contract out of the appropriations allocated to the programme in question remains within the budgetary package allocated in the budgetary programming to the activity or project to which the contract refers and the procedures prescribed in this Regulation have been fully complied with.

**46.** Notwithstanding the second paragraph of section 45 and subject to the first paragraph of the same section, no contract for more than 3 years may be concluded for services related to advertising without the authorization of the Conseil du trésor.

**47.** No additional payment shall be made under a contract for services related to advertising over and above the amount stipulated therein without the authorization of the Conseil du trésor, unless :

(a) the total amount of the contract and additional payments is under 50 000 \$ ;

(b) the total amount of the additional payments is under 10% of the contract ; or

(c) within the framework of administration by programme, the total amount payable annually under the contract and additional payments out of the appropriations allocated to the programme in question remains within the budgetary package allocated in the budgetary programming to the activity or project to which the contract refers and the procedures prescribed in this Regulation have been fully complied with.

**48.** A contract for services relating to advertising shall be awarded to a firm chosen in accordance with the selection methods prescribed in the directives of the Conseil du trésor.



## DIVISION VII AUXILIARY SERVICES

**49.** Contracts for auxiliary services include data acquisition, processing of data by computer, furnishing of specialized personnel, transport services, cleaning services, grounds maintenance services, building equipment maintenance and all other services related to the maintenance and operation of buildings.

**50.** A contract for auxiliary services may not be concluded without the authorization of the Government given upon the recommendation of the Conseil du trésor where the amount payable under the contract is over 1 000 000 \$.

Subject to the first paragraph, a contract for auxiliary services may not be concluded without the authorization of the Conseil du trésor, unless :

(a) the amount payable under the contract is under 50 000 \$ ; or

(b) within the framework of administration by programme, the amount payable annually under the contract out of the appropriations allocated to the programme in question remains within the budgetary package allocated in the budgetary programming to the activity or project to which the contract refers and the procedures prescribed in this Regulation have been fully complied with.

**51.** Notwithstanding subparagraphs *a* and *b* of the second paragraph of section 50 and subject to the first paragraph of the same section, no contract for more than 3 years may be concluded for auxiliary services without the authorization of the Conseil du trésor ; furthermore, and notwithstanding section 50, no contract for services related to the hiring of personnel by specialized firms may be concluded without the authorization of the Conseil du trésor.

**52.** No additional payment shall be made under a contract for auxiliary services over and above the amount stipulated therein without the authorization of the Conseil du trésor unless :

(a) the total amount of the contract and additional payments is under 50 000 \$ ;

(b) the total amount of the additional payments is under 10% of the contract ; or

(c) within the framework of administration by programme, the total amount payable annually under the contract and additional payments out of the appropriations allocated to the programme in question remains within the budgetary package allocated in the budgetary

programming to the activity or project to which the contract refers and the procedures prescribed in this Regulation have been fully complied with.

**53.** A contract for auxiliary services may not be concluded unless tenders are called for in accordance with this Regulation, except :

(a) in emergencies where the safety of persons or property is at stake and where it would not be in the public interest to call for tenders, in which case the authorization of the Conseil du trésor must be obtained before any payment is made if the amount is over 1 000 \$ ;

(b) for a contract related to the transport of merchandise, with the exception of contracts for moving and for messenger service ;

(c) for a contract related to providing telephone, electricity or gas service, where the supply of such service is part of a distribution network ;

(d) for a contract related to the repair of vehicles and heavy machinery in accordance with the list of rental fees of the Service des achats du gouvernement ;

(e) for a contract related to specialized equipment for which the maintenance is the responsibility of the manufacturer ; or

(f) in all other cases where the estimated cost of the work involved is less than 5 000 \$.

**54.** The tenders prescribed in section 53 shall be called for according to one of the following methods :

(a) calls for tenders in newspapers where the estimated cost of the contract is 75 000 \$ or over ; or

(b) invitations of tenders in all other cases.

**55.** Where invitations of tenders are made, the selection of firms shall be carried out in accordance with the directives of the Conseil du trésor.

**56.** For contracts whose estimated cost is under 5 000 \$, the contract shall be awarded to a firm chosen in accordance with the selection methods prescribed in the directives of the Conseil du trésor.

## DIVISION VIII SERVICES RELATED TO SECURITY

**57.** Contracts for services related to security include caretaking and the guarding of persons and buildings.

**58.** A contract for services related to security may not be concluded without the authorization of the Government given upon the recommendation of the Conseil du trésor where the amount payable under the contract is over 1 000 000 \$.

Subject to the first paragraph, a contract for services related to security may not be concluded without the authorization of the Conseil du trésor, unless :

(a) the amount payable under the contract is under 50 000 \$ ; or

(b) within the framework of administration by programme, the amount payable annually under the contract out of the appropriations allocated to the programme in question remains within the budgetary package allocated in the budgetary programming to the activity or project to which the contract refers and the procedures prescribed in this Regulation have been fully complied with.

**59.** Notwithstanding subparagraphs *a* and *b* of the second paragraph of section 58 and subject to the first paragraph of the same section, no contract for more than 3 years may be concluded for services related to security without the authorization of the Conseil du trésor.

**60.** No additional payment shall be made under a contract for services related to security over and above the amount stipulated therein, without the authorization of the Conseil du trésor, unless :

(a) the total amount of the contract and additional payments is under 50 000 \$ ;

(b) the total amount of the additional payments is under 10% of the contract ; or

(c) within the framework of administration by programme, the total amount payable annually under the contract and additional payments out of the appropriations allocated to the programme in question remains within the budgetary package allocated in the budgetary programming to the activity or project to which the contract refers and the procedures prescribed in this Regulation have been fully complied with.

**61.** A contract for services related to security may not be concluded unless tenders are called for, except :

(a) where the estimated cost of the contract is under 10 000 \$ ; or

(b) for contracts respecting the guarding of historic monuments.

**62.** The tenders prescribed in section 61 shall be called for according to one of the following methods :

(a) calls for tenders in newspapers where the estimated cost of the contract is 50 000 \$ or over ; or

(b) invitations of tenders in all other cases.

**63.** Where invitations of tenders are made, the selection of firms shall be carried out in accordance with the directives of the Conseil du trésor.

**64.** For contracts whose estimated cost is under 10 000 \$, the contract shall be awarded to a firm chosen in accordance with the selection methods prescribed in the directives of the Conseil du trésor.

## **DIVISION IX SERVICES RELATED TO SNOW REMOVAL FROM ROADS**

**65.** Contracts for services related to snow removal from roads include work involving the removal of snow and ice from roads.

**66.** A contract for services related to snow removal from roads may not be concluded without the authorization of the Government given upon the recommendation of the Conseil du trésor where the amount payable under the contract is over 1 000 000 \$.

Subject to the first paragraph, a contract for services related to snow removal from roads may not be concluded without the authorization of the Conseil du trésor, unless :

(a) the amount payable under the contract is under 50 000 \$ ; or

(b) within the framework of administration by programme, the amount payable annually under the contract out of the appropriations allocated to the programme in question remains within the budgetary package allocated in the budgetary programming to the activity or project to which the contract refers and the procedures prescribed in this Regulation have been fully complied with.

**67.** Notwithstanding subparagraphs *a* and *b* of the second paragraph of section 66 and subject to the first paragraph of the same section, neither a service contract related to snow removal from roads for more than 3 years nor a contract for services related to snow removal from roads that prescribes rates of payment higher than the standard rates prescribed by the Conseil du trésor may be concluded without the authorization of the Conseil du trésor.

**68.** No additional payment shall be made under a contract for services related to snow removal from roads over

and above the amount stipulated therein without the authorization of the Conseil du trésor, unless :

- (a) the total amount of the contract and additional payments is under 50 000 \$ ;
- (b) the total amount of the additional payments is under 10% of the contract ; or
- (c) within the framework of administration by programme, the total amount payable annually under the contract and additional payments out of the appropriations allocated to the programme in question remains within the budgetary package allocated in the budgetary programming to the activity or project to which the contract refers and the procedures prescribed in this Regulation have been fully complied with.

## **DIVISION X**

### **SERVICES RELATED TO THE CHARTERING OF AIRCRAFT**

**69.** Contracts for services related to the chartering of aircraft include the chartering of airplanes or helicopters.

**70.** A contract for services related to the chartering of aircraft may not be concluded without the authorization of the Government given upon the recommendation of the Conseil du trésor where the amount payable under the contract is over 1 000 000 \$.

Subject to the first paragraph, a contract for services related to the chartering of aircraft may not be concluded without the authorization of the Conseil du trésor, unless :

- (a) the amount payable under the contract is under 50 000 \$ ; or
- (b) within the framework of management by programme, the amount payable annually under the contract out of the appropriations allocated to the programme in question remains within the budgetary package allocated in the budgetary programming to the activity or project to which the contract refers and the procedures prescribed in this Regulation have been fully complied with.

**71.** Notwithstanding paragraphs *a* and *b* of the second paragraph of section 70 and subject to the first paragraph of the same section, a service contract related to the chartering of aircraft for more than 3 years may not be concluded without the authorization of the Conseil du trésor.

**72.** No additional payment may be made under a contract for services related to the chartering of aircraft over and above the amount stipulated therein without the authorization of the Conseil du trésor, unless :

(a) the total amount of the contract and additional payments is under 50 000 \$ ;

(b) the total amount of the additional payments is less than 10% of the amount of the contract ; or

(c) within the framework of management by programme, the total amount payable annually under the contract and additional payments out of the appropriations allocated to the programme in question remains within the budgetary package allocated in the budgetary programming to the activity or project to which the contract refers and the procedures prescribed in this Regulation have been fully complied with.

**73.** A contract for services related to the chartering of aircraft may not be concluded unless tenders have been called for, except where the estimated cost of the contract is under 5 000 \$.

**74.** The tenders prescribed in section 73 shall be called for by invitation and selection of the firms shall be made in accordance with the directives of the Conseil du trésor.

**75.** For contracts whose estimated cost is less than 5 000 \$, the contract shall be awarded to a firm chosen in accordance with the selection methods prescribed in the directives of the Conseil du trésor.

## **DIVISION XI**

### **SERVICES RELATED TO CREATION IN THE FIELD OF VISUAL ARTS**

**76.** Contracts for services related to creation in the field of visual arts include the creation of works of art in a policy for the integration of art into the architecture and the environment of government buildings in Québec.

**77.** A contract for services related to creation in the field of visual arts may not be entered into without the authorization of the Government given upon the recommendation of the Conseil du trésor where the amount payable under the contract exceeds 1 000 000 \$.

Subject to the first paragraph, a contract for services related to creation in the field of visual arts may not be entered into without the authorization of the Conseil du trésor, unless :

(a) the amount payable under the contract is under 50 000 \$ ; or

(b) within the framework of management by programme, the amount payable annually under the contract out of the appropriation allocated to the programme in question remains within the budgetary package allocated in the budgetary programming to the activity or project to

which the contract refers and the procedures prescribed in this Regulation have been fully complied with.

**78.** Despite subparagraphs *a* and *b* of the second paragraph of section 77 and subject to the first paragraph of the same section, a service contract related to creation in the field of visual arts of a duration of more than 3 years may not be entered into without the authorization of the Conseil du trésor.

**79.** No additional payment exceeding the stipulated amount may be made under a contract for services related to creation in the field of visual arts without the authorization of the Conseil du trésor, unless :

(a) the total amount of the contract and additional payments is less than 50 000 \$ ;

(b) the total amount of the additional payments is less than 10% of the amount of the contract ; or

(c) within the framework of management by programme, the total amount payable annually under the contract and additional payments out of the appropriations allocated to the programme in question remain within the budgetary package allocated in the budgetary programming to the activity or project to which the contract refers and the procedures prescribed in this Regulation have been fully complied with.

**80.** Service contracts related to creation in visual arts are granted to artists chosen according to the selection criteria set by the Minister of Cultural Affairs.

## DIVISION XII SPECIAL PROVISIONS

**81.** A contract for the provision of services other than those provided for in Divisions III to XI may not be entered into without the authorization of the Government given upon the recommendation of the Conseil du trésor where the amount payable under the contract is more than 1 000 000 \$.

Subject to the first paragraph, a contract for the provision of services other than those provided for in Divisions III to XI may not be entered into without the authorization of the Conseil du trésor unless :

(a) the amount payable under the contract is less than 5 000 \$ ; or

(b) the contract is for the services of lawyers or notaries, provided such contract is entered into by the Minister of Justice or with his general or special authorization and that it is not a lump sum contract.

**82.** The awarding of a contract to a natural person capable of supplying the professional services provided for in Divisions III and IV, but who is not associated in any way with a consulting firm and whose remuneration does not usually come from fees, is not subject to the sections 24, 29 and 31.

In such case, however, a contract for professional services may not be entered into without the authorization of the Government given upon the recommendation of the Conseil du trésor where the amount payable under the contract is more than 1 000 000 \$.

Subject to the second paragraph, a contract for professional services of this nature may not be entered into without the authorization of the Conseil du trésor, except where the amount payable under the contract is less than 5 000 \$.

**83.** No additional payment exceeding the amount stipulated in the contract may be made under a contract for the provision of services awarded under the rules prescribed in sections 81 and 82, without the authorization of the Conseil du trésor unless :

(a) the total amount of the contract and additional payments is less than 5 000 \$ ; or

(b) the total amount of the additional payments is less than 10% of the amount of the contract.

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O.C. 3475-77, (1977) 109 O.G. II, 6157  
 O.C. 488-78, (1978) 110 G.O., 1455  
 O.C. 1306-78, (1978) 110 G.O., 2253  
 O.C. 3067-78, (1979) 111 G.O., 2909  
 O.C. 562-79, (1979) 111 G.O., 4423  
 O.C. 1456-79, (1979) 111 G.O., 5843  
 O.C. 403-80, (1980) 112 G.O. II, 1059  
 O.C. 3486-80, (1980) 112 G.O. II, 4571  
 O.C. 506-81, (1981) 113 G.O. II, 869



c. A-6, r.9

## Regulation respecting government contracts for the acquisition of immoveable property

Financial Administration Act  
(R.S.Q., c. A-6)

**1.** This Regulation is made under section 49 of the Financial Administration Act (R.S.Q., c. A-6).

**2.** Unless otherwise stipulated in any Act or regulation, this Regulation applies to every department or agency whose budget is voted by the National Assembly.

**3.** In this Regulation, unless the context indicates otherwise, the following expressions mean :

(a) “contract with regard to the acquisition of an immoveable” : a contract by means of which the right of ownership of an immoveable is acquired upon payment of a compensation ;

(b) “management by programme” : a method of budget management whereby a department or agency, in respect to contracts payable out of the appropriations for a given programme or an item in a given programme, is exempted from obtaining the approval of the Conseil du trésor normally required under this Regulation, provided the execution reports required by the Conseil du trésor are submitted and that such contracts are in conformity with the budgetary programming approved by the Conseil du trésor ;

(c) “budgetary programming” : a document approved by the Conseil du trésor that divides the budgetary package of a programme or an item in a programme by activity, project or any other method.

**4.** Any estimate or negotiation for the acquisition, by mutual agreement, of an immoveable by the Government or for a transaction at the time of an expropriation made by the Government must be conducted by the Ministère des Travaux publics et de l’Approvisionnement.

However, such provision shall not apply to the Ministère des Transports, to the Ministère de l’Énergie et des Ressources for the acquisition of forest land or of cutting rights, to the Ministère de l’Agriculture, des Pêcheries et de l’Alimentation for the acquisition of immoveables within the framework of carrying out a plan, programme or project approved pursuant to section 24 of the Act re-

specting the Ministère de le l’Agriculture, des Pêcheries et de l’Alimentation (R.S.Q., c. M-14) or to the Société d’habitation du Québec.

**5.** Indemnities, damages, and costs related to the acquisition of an immoveable by mutual agreement or by expropriation are chargeable to the budget of the department or agency that has obtained the appropriations necessary for such purposes from the National Assembly.

**6.** A contract with regard to the acquisition of immoveable or a transaction terminating or preceding a suit for expropriation may not be entered into without the authorization of the Conseil du trésor, except :

(a) where the amount is less than 50 000 \$ ; or

(b) where, within the framework of management by programme, such amount is less than 1 000 000 \$, if it is payable out of the appropriations allocated to Programme 1 of the Ministère des Travaux publics et de l’Approvisionnement (allocation of space and equipment) and if the department certifies that such amount applies to a project provided for in the budgetary programming ; or

(c) where, within the framework of management by programme, such amount is allocated to a transaction terminating or preceding a suit for expropriation, if it is payable out of the appropriations allocated to Programme 3 of the Ministère des Transports (highway construction) and if the department certifies that such amount applies to a project or an activity provided for in the budgetary programming.

Acquisitions of immoveables are also subject to the rules that the Conseil du trésor may make with respect to the way in which such acquisitions are made.

**7.** Each department or agency must, within 30 days after the end of each fiscal year, transmit, where applicable, a report to the Conseil du trésor indicating the contracts with regard to the acquisition of immoveables that were entered into by such department or agency without the authorization of the Conseil du trésor.

O.C. 256-79, (1979) 111 G.O., 4415

O.C. 3181-80, (1980) 112 G.O. II, 4309

O.C. 3182-80, (1980) 112 G.O. II, 4311



c. A-6, r.10

## **Regulation respecting government contracts for the leasing of immoveable property**

Financial Administration Act  
(R.S.Q., c. A-6)

### **DIVISION I GENERAL PROVISIONS**

**1.** This Regulation is made under section 49 of the Financial Administration Act (R.S.Q., c. A-6).

**2.** Unless otherwise stipulated in any Act or regulation, this Regulation applies to every department body whose budget is voted by the National Assembly.

**3.** In this Regulation, unless the context indicates otherwise, the following expressions mean :

(a) “calls for tenders in newspapers” : a notice published in at least one newspaper inviting tenders for the leasing of an immoveable based on detailed specifications thereof ;

(b) “public notice of searchings” : a notice published in at least one newspaper and describing briefly the location and technical characteristics of the required immoveable and inviting rental offers ;

(c) “contract of leasing an immoveable” or “contract” : a contract by means of which the right of enjoyment or occupation of an immoveable is acquired for a stipulated length of time on payment of rent ;

(d) “administration by programme” : a method of budget administration whereby a department or body, in respect of contracts payable out of the appropriations for a given programme or an item in a programme, is exempted from obtaining the approval of the Conseil du trésor normally required under this Regulation, provided the execution reports required by the Conseil du trésor are submitted and that such contracts conform to the budgetary programming approved by the Conseil du trésor ;

(e) “budgetary programming” : a document approved by the Conseil du trésor that divides the budgetary package of a programme or an item in a programme by activity, project or any other method.

### **DIVISION II AUTHORIZATION REQUIRED**

**4.** (1) No contract for leasing an immoveable shall be made without the authorization of the Government, given upon the recommendation of the Conseil du trésor, where the total rent payable under the contract is more than 2 000 000 \$, not including the effect of escalation clauses where applicable.

(2) Subject to subsection 1, no contract for leasing an immoveable shall be made without the authorization of the Conseil du trésor, unless :

(a) after the publication in newspapers of calls for tenders, at least 2 tenders deemed conformable are received and the lowest is accepted ; or

(b) after publication in newspapers of a public notice of searchings, at least 2 conformable offers are received in accordance with the procedures prescribed in this Regulation and, from among these, the one that proves to be the most economical and to best meet the technical characteristics and the required location has been accepted ; and

(c) the contract is for not more than 5 years, provided the rent calculated on an annual basis be less than 30 000 \$, not including the effect of escalation clauses where applicable ; or

(d) within the framework of the administration by programme, the amount payable annually under the contract of leasing of the immoveable, out of the appropriations allocated to the programme in question is within the budgetary package of that programme or item in that programme, provided the contract applies to a project allowed for in the budgetary programming and that the procedures prescribed in this Regulation have been complied with.

(3) Notwithstanding subsection 2, a contract for the leasing of an immoveable does not require the authorization of the Conseil du trésor :

(a) where, for activities of the Ministère de l'Énergie et des Ressources, sites must be rented for building water observation stations on the condition that the rent not exceed 100 \$ per year, that the contract not exceed a duration of 20 years and that the surface area not exceed 50 square metres, without taking the right of way fees into consideration if any ;

(b) where leasing is for the purpose of implementing a physical fitness programme (leasing of gymnasiums and

other appropriate rooms), a shooting programme (leasing or fields or rooms for target practice) and a preventive driving programme (leasing of trails or other appropriate sites) for the members of the Sûreté du Québec, on the condition that the annual rent not exceed 5 000 \$ ; or

(c) where the leasing of an immovable or part thereof is for the purposes of fulfilling a specific need that arises occasionally or seasonally on the condition that the total cost of leasing not exceed 5 000 \$.

(4) However, under no circumstances shall a contract for leasing an immovable be made without the authorization of the Conseil du trésor in respect of premises to be used as living quarters by any civil servant or employee of the Government.

### **DIVISION III TENDERS OR OFFERS**

**5.** No contract for leasing an immovable may be made unless tenders or offers have been called for in newspapers, in the case of the leasing of an immovable whose area is more than 2 500 square metres, or by public notices of searchings in the case of an immovable whose floor area is 2 500 square metres or less.

However, calling for tenders or offers is not required :

(a) in the case of the renewal of an existing contract for the leasing of an immovable ;

(b) in the case of the leasing of parking facilities ;

(c) where one immovable can meet the requirements, provided the area required does not exceed 500 square metres, otherwise the authorization of the Conseil du trésor is required ;

(d) in the case of the leasing of an additional area in a building a part of which is already rented by the Government, provided the additional area does not exceed the following limits :

<i>Surface area already rented (square metres)</i>	<i>Limit of additional surface area</i>
0 to 100 :	100% ;
100 to 300 :	50% or 100 square metres, whichever is greater ;
300 to 1 000 :	30% or 150 square metres, whichever is greater ;
1 000 to 2 500 :	15% or 300 square metres, whichever is greater ;
2 500 and over :	8% or 375 square metres, whichever is greater, up to a maximum of 1 000 square metres.

(e) for the leasing of an immovable outside Québec ;

(f) for the leasing of a site by the Ministère de l'Énergie et des Ressources in the water observation stations building programme on the condition that the total cost of leasing does not exceed 100 \$ per year, that the leasing contract does not exceed 20 years and that the leased area does not exceed 50 square metres, not considering right of way fees ;

(g) for the leasing by the Sûreté du Québec in the implementing of physical fitness, shooting or preventive driving programmes for its members, on the condition that the total cost of leasing does not exceed 5 000 \$ ;

(h) for the leasing of an immovable or part of one to meet a specific need that arises occasionally or seasonally on the condition that the total cost of leasing does not exceed 5 000 \$ ; or

(i) in emergencies or where the safety of persons or property is involved or where it would be detrimental to the public interest to call for tenders or offers, in which case the authorization of the Conseil du trésor is required before any payment.

### **DIVISION IV PROCEDURE FOR CALLS FOR TENDERS IN NEWSPAPERS**

**6.** Calls for tenders in newspapers shall be published in French in a Montréal daily newspaper and in a Québec City daily newspaper, and also in a daily or weekly regional newspaper that has a circulation in the region where the immovable in question is located, if that region is other than those of Québec City or Montréal.

**7.** All calls for tenders in newspapers made under this Regulation must include the following provisions and information :

(a) that the department or body does not bind itself to accept the lowest or any other tender ;

(b) that a tender is valid for a stipulated time ;

(c) that, to be taken into consideration, tenders must reach the specified place before the specified hour and be duly completed.

**8.** Documents respecting calls for tenders in newspapers must be given immediately to any person requesting them who fulfils the conditions for obtaining such documents prescribed in the calls for tenders.

**9.** The limit for receipt of tenders shall be calculated starting from the first publication in newspapers and the time period involved may not be shorter than 15 days.

**10.** The date of receipt for tenders may be deferred by giving a written notice to any person to whom documents concerning the call for tenders have been given.

**11.** Except in cases of *force majeure*, the opening of tenders must immediately follow the time limit set for the receipt of tenders.

**12.** All tenders received pertaining to the same call for tenders must be opened publicly by the representative of the department or body concerned in the presence of at least 2 witnesses.

**13.** At the opening of tenders, the representative of the department or body shall verify and read aloud, for each tender :

- (a) the tenderer's corporate name ;
- (b) where a guarantee deposit was required in the call for tenders, whether or not it is included therewith ;
- (c) whether or not the tender is signed ;
- (d) the amount of the tender.

He shall then give the names of the 2 witnesses and, subject to subsequent verification of the conformity of the tenders received, the name of the lowest tenderer and the amount of his tender. This information must then be recorded.

## **DIVISION V**

### **PROCEDURE FOR PUBLIC NOTICES OF SEARCHINGS**

**14.** A public notice of searchings shall be published in French in at least one daily or weekly regional newspaper that has a circulation in the region where the required immoveable is located.

**15.** All public notices of searchings published under this Regulation must include the following provisions and information :

- (a) brief description of the location and technical characteristics required ;
- (b) that the department does not bind itself to accept the lowest or any other offer ;
- (c) that the offers submitted shall be valid for a stipulated length of time ;

(d) that, to be taken into consideration, offers duly completed must reach the specified place before the stipulated hour.

**16.** The limit for receipt of offers shall be calculated starting from the first publication in a newspaper and the time period involved may not be shorter than 15 days.

**17.** The date for receipt of offers may be postponed by giving a written notice to any person to whom the documents respecting the notice of searchings have been remitted.

**18.** All offers received pertaining to the same public notice of searchings must be opened by the representative of the department or body concerned in the presence of at least 2 witnesses.

**19.** At the opening of the offers, and for each offer, the representative of the department or body shall place the documents submitted in the project file and fill in a form giving the following information :

- (a) the corporate name of each offerer and the address of the proposed immoveable ;
- (b) whether or not the offer is signed ;
- (c) the number of offers received ;
- (d) the names of the witnesses.

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O.C. 2267-77, (1977) 109 O.G. II, 3813  
 O.C. 257-79, (1979) 111 G.O., 4189  
 O.C. 2153-79, (1979) 111 G.O., 6421  
 O.C. 3183-80, (1980) 112 G.O. II, 4313





c. A-6, r.11

## **Regulation respecting government contracts for the leasing of moveable property**

Financial Administration Act  
(R.S.Q., c. A-6)

### **DIVISION I GENERAL PROVISIONS**

**1.** This Regulation is made under section 49 of the Financial Administration Act (R.S.Q., c. A-6).

**2.** Unless otherwise stipulated in any Act or regulation, this Regulation applies to every department or body whose budget is voted by the National Assembly.

**3.** In this Regulation, unless the context indicates otherwise, the following expressions mean :

(a) “call for tenders in newspapers” : a notice published in at least one daily newspaper inviting tenders for the leasing of moveable property ;

(b) “invitations of tenders” : a notice personally addressed to suppliers inviting them to submit tenders for the leasing of moveable property ;

(c) “open order” : an agreement made with a supplier respecting the leasing of moveable property for one or several departments or bodies upon the conditions and at the prices determined under the agreement ;

(d) “contract of leasing moveable property” or “contract” : a contract or an open order for the leasing of moveable property for the Government, which leasing may also include the costs of installation, operation, working and maintenance of the property leased ;

(e) “administration by programme” : a method of budget administration whereby a department or body, in respect of contracts payable out of the appropriations for a given programme or an item in a programme, is exempted from obtaining the approval of the Conseil du trésor normally required under this Regulation, provided the execution reports required by the Conseil du trésor are submitted and that such contracts conform to the budgetary programming approved by the Conseil du trésor ;

(f) “budgetary programming” : a document approved by the Conseil du trésor that divides the budgetary package of a programme or an item in a programme by activity, project or any other method ;

(g) “table of leasing rates” : the tariff issued by the Government General Purchasing Director, after approval of the method of constituting the said tariff by the Conseil du trésor, determining the maximum remuneration that may be agreed upon for the leasing of moveable property.

**4.** In every case where the specifications or time limits for delivery in respect of an item required by the requisitioning department or body are discriminatory with regard to suppliers, the Government General Purchasing Director must notify the department or body in order that the matter may be corrected. Any dispute thereto between the requisitioner and the Government General Purchasing Director must be submitted to the Conseil du trésor for arbitration.

**5.** Where tenders are not called for, a contract for leasing moveable property may not be concluded with a supplier who does not hold the appropriate permit from the Régie des entreprises de construction du Québec, if the latter issues such a permit, in the case of a contract for leasing machinery with an operator for construction work.

### **DIVISION II AUTHORIZATION REQUIRED**

**6.** No contract of leasing moveable property may be concluded without the authorization of the Government, given upon the recommendation of the Conseil du trésor, where the amount payable under the contract or the approximate amount prescribed in the open order is more than 3 000 000 \$.

Subject to the first paragraph, no contract may be concluded without the authorization of the Conseil du trésor unless, subject to the application of section 10, where tenders have been called for, the contract is awarded to the lowest conformable tenderer, and :

(a) the amount payable under the contract or the approximate amount prescribed in the open order is under 100 000 \$ or, in the case of a contract for the leasing of new data processing equipment, such amount is under 25 000 \$ ;

(b) except in the case of a contract for the leasing of data processing equipment, the amount payable under the contract or the approximate amount prescribed in the open order is 100 000 \$ or over but not exceeding 250 000 \$ provided that, following the application of the procedures for calls for tenders in newspapers, at least 2 conformable tenders have been obtained and the lowest has been accepted subject to section 10 ; or

(c) within the framework of the administration by programme, the amount payable annually under the contract out of the appropriations allocated to the programme in question is within the budgetary package of that programme or item in that programme, provided the contract applies to a project allowed for in the budgetary programming and the procedures prescribed in this Regulation have been fully complied with.

**7.** No additional payment shall be made in excess of the amount prescribed in a contract without the authorization of the Conseil du trésor, unless :

(a) the unit price being changed, the additional payment is under 5 000 \$ ;

(b) the unit price being unchanged, the total amount of the contract and the additional payments remain under 100 000 \$ or the sum total of the additional payments is under 10% of the amount of the contract.

### **DIVISION III TENDERS**

**8.** No contract of leasing moveable property may be concluded unless tenders have been called for, except :

(a) where the amount in question is under 500 \$ ;

(b) where only one supplier meets the specifications established by the requisitioning department or body, subject to section 4 ;

(c) where it is more economical that the source of supply be located close to the place of utilization and only one supplier is then available ;

(d) in the case of means of transportation where a standard leasing rate is fixed by the Commission des transports ;

(e) in cases where a rate for the property to be leased has been established in the table of leasing rates, where the duration of the contract is less than 8 months ; or

(f) in emergencies where the safety of persons or property is in question and where it would not be in the public interest to call for tenders, in which case the authorization

of the Conseil du trésor has to be obtained before making any payment if the amount of the contract is over 1 000 \$.

**9.** Whenever, under this Regulation, tenders are required, they must be called for in newspapers or by invitations of tenders.

The procedure of invitations of tenders may be used :

(a) in all cases where the estimated cost of the leasing is under 50 000 \$ ;

(b) where, in the case of moveable property whose estimated leasing cost is 50 000 \$ or over, it is not in the public interest to proceed by calls for tenders in newspapers, in which case, however, the Government General Purchasing Director must obtain the authorization of the Conseil du trésor before concluding the contract of leasing ; or

(c) where, in the case of property whose estimated leasing cost is 50 000 \$ or over, it is possible to obtain a fair price for the property by restricting the invitation to Québec suppliers, in which case the Government General Purchasing Director must obtain the authorization of the Conseil du trésor before concluding the contract of leasing.

In all other cases, the procedure of calls for tenders in newspapers must be used.

**10.** In all cases where tenders are called for, the contract is awarded to the lowest conformable tenderer, except :

(a) if it is a contract for property for which a rate allowing for age of the equipment is fixed in the table of leasing rates, in which case the contract is awarded to the tenderer for whom the quotient obtained after dividing the rate submitted, weighted according to the estimated cost of transportation, by the corresponding rate of the table is the smallest ; in the event the 2 quotients thus obtained are equal, the contract is awarded to the tenderer whose cost of transportation of machinery is the lowest ;

(b) where rules approved by the Government upon the recommendation of the Conseil du trésor authorize a weighting of prices in relation to the Québec content of the property to be leased or in relation to the Canadian content where there is no Québec manufacturer for the property to be leased, in which case the contract is awarded to the tenderer whose tender proves to be the lowest after weighting.

#### **DIVISION IV**

#### **PROCEDURE OF CALLS FOR TENDERS IN NEWSPAPERS**

**11.** Calls for tenders in newspapers shall be published in French in at least one daily newspaper.

**12.** All calls for tenders in newspapers made under this Regulation must at least include the following provisions and information :

(a) that the Government does not bind itself to accept the lowest or any other tender ;

(b) that a tender is valid for a stipulated time ;

(c) that, to be taken into consideration, all tenders must reach the specified place before the stipulated hours and be duly completed ;

(d) that, in the case of a call for tenders for leasing machinery with an operator for construction work, the only tenders that shall be considered for the purpose of granting the contract are those from suppliers that hold the licence required under An Act respecting building contractors vocational qualifications (R.S.Q., c. Q-1).

**13.** Documents in respect of calls for tenders in newspapers must be given immediately to any person requesting them who fulfils the conditions for obtaining such documents prescribed in the calls for tenders.

**14.** The time limit for receipt of tenders upon a call for tenders in newspapers shall be calculated effective the first publication of the call for tenders and the said time may not be less than 8 days.

**15.** If the receipt of tenders cannot take place at the place or on the date and time stipulated in the notice of call for tenders, it shall take place at another place or time, after notice has been given before the time fixed for the receipt of tenders to the person who have duly obtained the documents relating to the call for tenders.

**16.** Except in cases of *force majeure*, the opening of tenders must immediately follow the time limit fixed for the receipt of tenders. In cases of *force majeure*, the opening of tenders shall be done at a later date, after notice has been given to the persons who have duly obtained the documents relating to the call for tenders.

**17.** All tenders received relating to the same call for tenders must be opened publicly by the representative of the Government in the presence of a witness.

**18.** At the opening of tenders, the representative of the Government shall note and read aloud, for each tender :

(a) the tenderer's corporate name ;

(b) where a guarantee deposit is required in the call for tenders, whether or not it is included therewith ;

(c) whether or not the tender is signed ;

(d) the amount of the tender ;

(e) the unit prices appearing, where applicable, in the tender, unless stipulated otherwise in the documents of the call for tenders.

After reading the foregoing, he shall give the name of a witness. This information must then be recorded.

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O.C. 2593-77, (1977) 109 O.G. II, 4665

O.C. 487-78, (1978) 110 G.O., 1453

O.C. 257-79, (1979) 111 G.O., 4189

O.C. 3357-80, (1980) 112 G.O. II, 4443



c. A-6, r.12

## **Règles sur les déménagements des fonctionnaires**

Financial Administration Act  
(R.S.Q., c. A-6)

See French Edition



c. A-6, r.13

**Règles sur les déplacements à l'extérieur  
du Québec, de l'Ontario et des provinces  
de l'Atlantique**

Financial Administration Act  
(R.S.Q., c. A-6)

See French Edition



c. A-6, r.14

**Règles sur les frais de déplacement des  
cadres supérieurs, des adjoints aux  
cadres supérieurs ainsi que du personnel  
de cabinet**

Financial Administration Act  
(R.S.Q., c. A-6)

See French Edition



c. A-6, r.15

## **Règles sur les frais de déplacement des fonctionnaires**

Financial Administration Act  
(R.S.Q., c. A-6)

See French Edition



c. A-6, r.16

**Règles sur les frais de déplacement des  
présidents, vice-présidents et membres  
des organismes gouvernementaux**

Financial Administration Act  
(R.S.Q., c. A-6)

See French Edition





c. A-6, r.17

**Règles sur les frais de déplacement du  
personnel engagé à honoraires**

Financial Administration Act  
(R.S.Q., c. A-6)

See French Edition



c. A-6, r.18

## Regulation respecting payment of interest to government suppliers

Financial Administration Act  
(R.S.Q., c. A-6)

**1.** This Regulation is made under section 49 of the Financial Administration Act (R.S.Q., c. A-6).

**2.** This Regulation shall apply to any department or agency whose budget is voted by the National Assembly.

**3.** In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

(a) “acceptance” : a notice issued and dated that is affixed to a delivery note or to any other document of the same nature in replacement of such note, for the purpose of acknowledging that goods were delivered, a service rendered or work carried out in accordance with the conditions provided for in a contract ;

(b) “contract” : a document containing all the clauses relative to the rights, obligations and responsibilities of the parties for the purposes of fulfilling the objectives explicitly defined therein ;

(c) “interest” : the value or sum of money paid for the overdue payment of a debt ;

(d) “day” : a calendar day ;

(e) “supplier” : a natural person doing business alone under his own name or doing business under a corporate name, or a company or corporation that is signatory to a contract through which it agrees to produce goods or to provide services to the Government ;

(f) “payment period” : the period comprised between the date on which the bill was received or the date of the acceptance, whichever is later, and the date on which a payment is issued.

**4.** Subject to any provision to the contrary in an Act or regulation or, upon the authorization of the Conseil du trésor, of a particular contract, any department or agency must, on the specific request of a supplier, pay such supplier interest on any overdue payment unless the amount of such interest is less than 5 \$.

A payment shall be considered overdue if the payment period is greater than 60 days.

The interest payable under this section shall be computed from the first day of the overdue period, at the rate in effect under section 28 of the Act respecting the Ministère du Revenu (R.S.Q., c. M-31).

**5.** The payment deductions provided for in the terms of certain contracts shall not be overdue payments as long as the final acceptance and audit have not been made and 60 days have not elapsed since such date.

**6.** The Deputy-Minister or the director of an agency must, in the month following 31 March and 30 September of each year, transmit to the Conseil du trésor a report showing the number and the amount of interest payments made during the 6 months preceding such dates.

Such report must be drafted in accordance with the form and content decided upon from time to time by the Conseil du trésor.



c. A-6, r.19

**Règles sur le paiement de frais de  
déplacement, de certains frais  
d'hébergement et d'une allocation  
vestimentaire aux gardiens constables  
gardes du corps**

Financial Administration Act  
(R.S.Q., c. A-6)

See French Edition



c. A-6, r.20

## Regulation respecting payment of expenses for one-day travel

Financial Administration Act  
(R.S.Q., c. A-6)

**1.** Only the following proof of travel are considered acceptable :

**(1) Overnight journeys :**

(a) for sleeping accommodation in a hotel establishment, an official receipt ;

(b) for sleeping accommodation otherwise than in such an establishment, the applicant must state the address and the kind of accommodation, and add to his claim one or several of the following proofs of travel, provided they give satisfactory proof of the name of the place and the duration of the stay :

- i. return tickets on a public transportation system ;
- ii. receipts for meals ;
- iii. receipts for curb service ;
- iv. receipt of registration fees for a convention or conference ;
- v. programme of activities in which the claimant is named as having participated.

**(2) Journeys involving no sleeping accommodation :**  
For any journey lasting less than 24 hours but long enough to allow him to take advantage of total or partial payment of the expenses for one-day travel, the claimant must provide proof that he received one of the services or took part in certain activities enumerated in subparagraphs i to v of paragraph b of subsection 1.

**(3) Exceptions :** Should the claimant be unable to produce the above-mentioned proof, he must submit a special certificate from the head or the deputy-head of his department, as the case may be giving satisfactory proof of the place and duration of the stay.

**2.** For any journey lasting less than 24 hours and for any journey extending beyond 24 hours or a multiple thereof, the expenses for one-day travel is payable wholly or partly as follows, under the following conditions :

(a) journey of 12 to 18 hours, without sleeping accommodation : one-half of the expenses for one-day travel ;

(b) journey of more than 18 hours with sleeping accommodation, or journey of less than 12 hours involving use of hotel room for public service purposes, if receipt supplied : complete expenses for one-day travel ;

(c) journey of less than 12 hours : reasonable costs incurred will be reimbursed.



c. A-6, r.21

## **Regulation respecting the powers of the Minister of Finance**

Financial Administration Act  
(R.S.Q., c. A-6, ss. 23, 24 and 26)

**1.** The total budget of each department and the cost of the financial commitments made in collective bargaining discussions shall be approved by the Minister of Finance.



c. A-6, r.22

## Regulation respecting the promise and awarding of grants

Financial Administration Act  
(R.S.Q., c. A-6, s. 49)

**1.** This Regulation applies to departments and agencies of the Government.

**2.** In this Regulation, the following expressions mean :

“government agencies” or “agencies” : a body other than a department, established by an Act of the National Assembly or by a decision of the Government, of the Conseil du trésor or of a Minister, and whose operation appropriations appear under this heading, in part or in whole, in the budgetary estimates tabled before the National Assembly ;

“accounts” : the divisions of a budgetary program identifying the operations, sub-operations, projects and reserves for future appropriations ;

“budgetary program” : a document approved annually by the Conseil du trésor, giving the appropriations, by account, of the amount set aside for financial commitments and of the amount reserved for expenditures, which document may be modified thereafter, by the department or the agency, under an Act, other than a subsidies Act, a decision of the Government or of the Conseil du trésor or under budgetary rules approved by the Conseil du trésor ;

“budgetary rule” : rule or practice approved by the Conseil du trésor to allow a department or an agency to transfer amounts allocated for the different accounts of a budgetary program.

**3.** Subject to section 4, any award or any promise of grant must be submitted for the prior approval :

(a) of the Government, on the proposal of the Conseil du trésor, where the amount of such award or promise is equal to or greater than 1 000 000 \$ ;

(b) of the Conseil du trésor, where the amount of such award or promise is less than 1 000 000 \$ but greater than 5 000 \$.

**4.** The award or promise of grant does not require the authorization prescribed in section 3 in the following cases :

(a) where a legislative provision establishes the amount thereof ;

(b) where it is made in accordance with standards approved by the Government or the Conseil du trésor, and where it does not exceed the unappropriated balance of the amount of the account of the budgetary program to which it is charged.



c. A-6, r.23

## **Regulation respecting financial returns by establishments receiving grants**

Financial Administration Act  
(R.S.Q., c. A-6, s. 84)

**1. General rule :** The financial return contemplated in section 83 of the Financial Administration Act (R.S.Q., c. A-6) must be transmitted by the establishment, institution or association receiving the grant within the 4 months following the close of its fiscal year to the governmental department or body which paid the grant.

### **2. Exemptions :**

(1) Every establishment, institution or association which receives from a department or body, during a fiscal year of the Government, one or several grants whose total amount is less than 10 000 \$ is exempt from the obligation of transmitting the return contemplated in section 83 of the Financial Administration Act.

(2) Where an establishment, institution or association belongs to one of the categories listed in Schedule A, it shall be exempt from the obligation of transmitting the return contemplated in section 83 of the Financial Administration Act.

(3) Where an establishment, institution or association receiving a grant transmits a financial return to a department or body under provisions other than those stipulated in the Financial Administration Act, such return shall avail in lieu of that which is required by section 83 of the said Act.

(4) Where an establishment, institution or association which furnishes supporting documents to the department or body upon the payment of the grant, transmits to that department or body a financial return comprising its balance-sheet and its account of revenues and expenditures, it shall be exempt from the obligation of transmitting the return contemplated in section 83 of the Financial Administration Act.

(5) Where an establishment, institution or association receiving a grant and belonging to one of the categories listed in Schedule B transmits to the department or to the body a financial return containing its balance-sheet and its account of revenues and expenditures, it shall be exempt from the obligation of transmitting the return contemplated in section 83 of the Financial Administration Act.

## **SCHEDULE A**

(s. 2)

### **CATEGORIES OF INSTITUTIONS CONTEMPLATED IN SUBSECTION 2 OF SECTION 2**

1. Bodies, agencies or associations of an international nature which are intended to ensure Québec's presence on an international scale.
2. Fishing firms which receive grants within the scope of a grant programme or financial assistance measure approved by the Government.
3. Snowmobile clubs when they receive subsidies granted under the Regulation respecting snowmobiles (c. C-24, r.21).
4. Manpower committees set up under section 45 of the Act respecting manpower vocational training and qualification (R.S.Q., c. F-5), and under section 3 of the Act respecting the Ministère du Travail, de la Main d'oeuvre et de la Sécurité du revenu (R.S.Q., c. M-33).

## **SCHEDULE B**

(s. 2)

### **CATEGORIES OF INSTITUTIONS CONTEMPLATED IN SUBSECTION 5 OF SECTION 2**

1. Theatrical companies and musical organizations.
2. Establishments, institutions or associations of the educational sector with respect to grants received from the Ministère de l'Éducation.
3. Professional associations of the economical sector.
4. Professional associations of the touristic sector.



c. A-6, r.24

## **Règles sur les réceptions et les frais d'accueil**

Financial Administration Act  
(R.S.Q., c. A-6)

See French Edition





c. A-6, r.25

**Règles sur le remboursement de certains  
frais de repas occasionnés par  
l'accomplissement de tâches aux fins du  
gouvernement**

Financial Administration Act  
(R.S.Q., c. A-6)

See French Edition



c. A-6, r.26

**Règles sur le remboursement des  
dépenses effectuées par les sous-ministres  
dans l'exercice de leurs fonctions**

Financial Administration Act  
(R.S.Q., c. A-6)

See French Edition



c. A-6, r.27

**Règlement sur le remplacement des titres  
endommagés, perdus, volés ou détruits et  
le versement d'intérêts ou de capital à  
leurs détenteurs**

Financial Administration Act  
(R.S.Q., c. A-6, s. 68)

See French Edition



c. A-6, r.28

## **Regulation respecting the signing of certain documents of the Ministère des Finances**

Financial Administration Act  
(R.S.Q., c. A-6, s. 8)

**1.** The following officers are authorized to sign on behalf of the Ministère des Finances certain documents in respect of debentures issued by the Gouvernement du Québec :

- (1) Jean Labrecque, Assistant Deputy Minister ;
- (2) Jean Trudel, General Director, Funds and Public Debt ;
- (3) Gilles Tremblay, Director, Capital Markets ;
- (4) Rémi Samson, Managing Director, Public Debt ;
- (5) Michel Labonté, Director, Government Corporations.

**2.** The following officers are authorized to sign on behalf of the Ministère des Finances certain documents in respect of banking operations such as transfer cheques and treasury bills :

- (1) Jean Labrecque, Assistant Deputy Minister ;
- (2) Jean Trudel, General Director, Funds and Public Debt ;
- (3) Michel Labonté, Director, Government Corporations ;
- (4) Louis Cloutier, Director, Banking Operations ;
- (5) Rémi Samson, Managing Director, Public Debt.

**3.** The following officers are authorized to sign on behalf of the Ministère des Finances official receipts concerning the application of the Deposit Act (R.S.Q., c. D-5) :

- (1) Jean Labrecque, Assistant Deputy Minister ;
- (2) Jean Trudel, General Director, Funds and Public Debt ;
- (3) Michel Labonté, Director, Government Corporations ;
- (4) Maurice Garneau, Responsible officer, Deposits ;

(5) Thomas Chapais, Comptroller, Deposits.

**4.** The following officers are authorized to sign on behalf of the Ministère des Finances certain documents in respect of local orders and delivery requests :

- (1) André Montminy, General Director, Administration ;
- (2) Paul Fiset, Head, Auxiliary Services.



c. A-6, r.29

## **Regulation respecting grants for the purposes of construction**

Financial Administration Act  
(R.S.Q., c. A-6)

### **DIVISION I DEFINITIONS**

#### **1. In this Regulation :**

(a) “institution” : means the person to whom a subsidy is granted for purposes of construction ;

(b) “Minister” : means the head of the department whose appropriations are to be used for the payment of the subsidy ;

(c) “works” : means the construction work which becomes the object of the subsidy.

### **DIVISION II APPLICATION**

**2.** Any subsidy of 50 000 \$ or more for purposes of construction, payable from an appropriation voted by an Act of subsidies, is subject to the condition that any contract for the execution of works be awarded only after tenders have been issued, in accordance with this Regulation.

**3.** The Minister may, however, allow the execution of state-controlled works other than the structure of a building.

### **DIVISION III CONTRACTORS AUTHORIZED TO SUBMIT TENDERS**

**4.** The only persons authorized to submit tenders for the execution of works are those whose principal place of business is in Québec.

Moreover, the Minister may, when he has established to his satisfaction, that the estimated cost of the works shall not exceed 1 000 000 \$ :

(a) allow an institution to confine the right to submit tenders to persons having their principal place of business in the region where the work is to be carried out ; and

(b) for these purposes, to define what territory forms this region.

### **DIVISION IV REQUESTS FOR TENDERS**

**5.** Requests for tenders should be made by public notices published simultaneously in French and in English in at least one newspaper of each language issued in the district where the work is to be done.

If no newspaper exists in this district or if all the newspapers published there are in one language only, requests for tenders should be made in both languages in at least one newspaper published in the district.

**6.** The Minister may, however, allow that tenders be requested privately from a restricted number of competent and solvent contractors. This number shall not be less than 5 if the subvention does not attain 500 000 \$ and not less than 8 if it attains or exceeds this amount.

### **DIVISION V CONTENTS OF REQUEST FOR TENDERS**

#### **7. The request for tenders should show :**

- (a) the nature of the work projected ;
- (b) the place where it is to be carried out ;
- (c) the place where the tenderers may obtain documents necessary for preparing tenders ;
- (d) conditions required to obtain these documents ;
- (e) the place where tenders shall be received ;
- (f) the date and time limits fixed for the reception of tenders ;
- (g) the date, time and place fixed for the opening of the tenders.

**8.** The delay for reception of tenders is calculated from and after the date of the first publication and should not be less than 3 weeks.

**9.** Upon application at the institution and providing payment of an amount not exceeding 100 \$ fixed by the said institution, the following documents are remitted to each tenderer :

- (a) the list of documents required in order to submit tender ;
- (b) instructions ;

- (c) tender form ;
- (d) questionnaire ;
- (e) contract form ;
- (f) bid bond form ;
- (g) special specifications ;
- (h) plans.

**10.** Instructions to tenderers must show how to fill the tender form and the required documents accompanying same, as well as the procedure to be followed. Moreover, this document shall contain :

(a) a notice that the tender submitted by the tenderer must be accompanied by a certified cheque to the order of the institution of an amount equal to or over 10% of the tender or to an amount previously contracted for by the institution, that is an equivalent bid bond subscribed to by a company authorized to become judicial surety ;

(b) a notice that any tender which shall not have been completed in accordance with instructions given the tenderers, or which shall not be accompanied by the required documents duly completed, shall not be taken into consideration ;

(c) a notice that the institution is not obliged to accept any tender.

**11.** Tenders shall be asked for, and the contracts which may follow shall be granted only on one or the other of the following bases :

- (a) on a contractual price ;
- (b) at a unit-price, wherever the number and importance of possible variations in the execution of the work would prevent an adequate estimate in the cost of the said work.

**12.** The tender form should be drawn up in such a way that the tenderer shall show name, specialties and prices submitted by his subcontractors.

It shall, moreover, contain a list of unit-prices for work liable to variation.

**13.** The questionnaire shall require the following information :

- (a) if the tenderer is an individual, his name, his principal place of business and his domicile ;
- (b) if it is an association, its head office and the names and domiciles of all the associates ;

(c) if the tenderer is a corporation, its name, its head office, the act under which it was incorporated and the names, and domiciles of its directors ;

(d) the banking references of the tenderer ;

(e) a summary of general experience and, especially, experience in the execution of similar contracts ;

(f) a description of the equipment that the tenderer intends using in the execution of the work ;

(g) the list of key-men he intends employing, as well as their experience and competence in the matter ;

(h) a list of work now on hand in the process of execution.

In the case where the tenderer is a corporation, the tender shall be accompanied by a resolution or a by-law authorizing the signature of the tender and the annexed documents.

**14.** A tenderer is not allowed to change a sub-contractor nor to amend prices and conditions which sub-contractors have submitted to him except when required to do so by the institution and with the approval of the Minister.

If the institution requests a change in a sub-contractor and the price of the tender of the replacement exceeds the price of the tender of the sub-contractor replaced, the global price of the tender for the general contractor shall be raised to cover the difference.

Where there is a change of sub-contractors, the replacement should be the sub-contractor who has submitted the lowest price among the tenderers whose names and prices figured in the tenders of those to be awarded the work.

## **DIVISION VI**

### **OPENING OF TENDERS AND AWARDING OF THE CONTRACT**

**15.** All tenders are to be opened publicly in the presence of at least 2 witnesses and of a person designated by the Minister, on the date, hour and place mentioned in the request for tenders.

**16.** All general contractors who submitted tenders, may assist at the opening of the tenders.

**17.** Tenderers' names and their respective prices shall be openly declared at the opening of the tenders.

**18.** Under reserve of section 19, the institution shall study and consider all the tenders submitted, for purposes of awarding the contract.

**19.** Any tender which is not completed in accordance with the instructions to tenders, or which is not accompanied by the required documents duly completed, shall not be considered for purposes of the awarding of the contract.

**20.** The institution may not, without the written authorization of the Minister, accept a tender other than the lowest one.

**21.** As soon as a tender has been accepted, the cheque or bid bond shall be returned to all other tenderers on the very same date.

**22.** The tenderer whose tender has been accepted should be informed in writing within the 2 weeks which follow the acceptance of his tender.

#### **DIVISION VII WITHDRAWAL IN CERTAIN CASES OF A TENDER**

**23.** Within a delay of 3 months of the date of the acceptance of a tender, the institution should give a written notice to the tenderer to sign the contract for the execution of the work, by showing the date, time and place determined for this signature.

If this notice is not given within this delay, the tenderer may give the institution a written notice that he withdraws his tender and the latter is considered nul *ab initio*.

**24.** After the expiry of the delay fixed in section 23, the institution may, as long as it has not received the notice provided for in the second paragraph, invite the tenderer to sign the contract within the 10 days of mailing of this request. In default of the tenderer to acquiesce with this request within this delay, his tender is considered nul *ab initio*.



c. A-6, r.30

## Tariff of fees for professional services provided to the Government

Financial Administration Act  
(R.S.Q., c. A-6)

### DIVISION I GENERAL PROVISIONS

**1.** This Tariff is made under section 49 of the Financial Administration Act (R.S.Q., c. A-6).

**2. Application :** This Tariff applies to all service contracts for architects, engineers, forest engineers, chartered appraisers, town planners, land surveyors, accountants and actuaries in the name of the Gouvernement du Québec or one of its bodies.

**3. Definitions :** In this Tariff, unless the context indicates otherwise, the following terms mean :

(a) “actuary” : a professional who offers services comprising consultation, the undertaking of studies and specialized mathematical research applied to financial matters such as insurance and retirement plans ;

(b) “architect” : a member of the Ordre des architectes du Québec or a holder of a temporary work permit issued by the Order who is in private practice as a professional architect ;

(c) “land surveyor” : a member of the Ordre des arpenteurs-géomètres du Québec or a holder of a restrictive permit issued by the Order who is in private practice as a professional land surveyor ;

(d) “client” : a Department of the Gouvernement du Québec or one of its agencies ;

(e) “accountant” : a member of the Ordre des comptables agréés du Québec or a holder of a temporary permit issued by the Order who is in private practice as a professional-accountant ;

(f) “contract” : a document containing all the clauses respecting the rights, obligations and responsibilities of the parties for the purpose of carrying out a mandate which is explicitly defined therein, in accordance with the conditions of payment described in this Tariff ;

(g) “cost of salaries” : the total amount of remuneration paid to the staff of the professional corporation assigned to technical work other than executive, administrative or secretarial services ;

(h) “appraiser” : a member of the Corporation professionnelle des évaluateurs agréés du Québec or a holder of a temporary permit issued by the Corporation who is in private practice as a consultant-appraiser ;

(i) “engineer” : a member of the Ordre des ingénieurs du Québec or a holder of a temporary permit issued by the Order who is in private practice as a consultant-engineer ;

(j) “forest engineer” : a member of the Ordre des ingénieurs forestiers du Québec or a holder of a temporary permit issued by the Order who is in private practice as a consultant forest engineer ;

(k) “mandate” : all services entrusted to a professional by contractual agreement as well as the procedure for implementing the said services ;

(l) “agency” : an administrative entity other than a Department, the appropriations for which are voted by the National Assembly ;

(m) “remuneration” : the product of the number of hours devoted to the mandate, including overtime, times the hourly rate established for each staff member assigned thereto ;

(n) “income” : the entire remuneration received by a professional during a year for his services as a consultant ;

(o) “hourly rate” : the sum obtained by dividing the cost of the annual salary of each staff member by 1 680 hours ; the number of hours takes into account vacations and holidays ;

(p) “town planner” : a member of the Corporation professionnelle des urbanistes du Québec who is in private practice in town planning and regional development.

### DIVISION II ARCHITECT SERVICES

**4.** For the purposes of this Tariff, the professional services provided by the architect may be classified for fee purposes according to the general divisions described in sections 5 to 10.



**5. Consultant services :** Consultant services may include consultations, advice, expertise, estimates, appraisals, inspections, performance trials or other services respecting the collection, analysis, appraisal and interpretation of data and information from which specialised conclusions and recommendations may be formed.

**6. Preliminary studies :** Preliminary studies are the services which establish the basis for the preparation of plans and specifications for a project, which, in the opinion of the client, requires such studies ; this includes research, exploration, surveying, programme development, analysis of conditions or of several alternative plans, including economic studies, studies of operating costs or other studies of a similar nature, which must serve as a basis for the conclusions or the recommendations with regard to the start-up of a specific project ; this also includes surveys and research for changes and additions to existing works.

**7. Preliminary plans and specifications :** The preliminary plans and specifications, or initial study, are the graphic interpretation of the complete programme provided by the client. These services include the preparation and presentation by the architect of sketches, preliminary plans, summary specifications, preliminary estimates of the cost of works and of a report detailing his concept of the design, submitted for the approval and acceptance of the client.

The sketches, either free-hand sketches or line drawings, summarily express the design of a project and show the architect's conception of the siting of the building or buildings.

The preliminary drawings are plans made from the chosen sketch, drawn to suitable scale. They must include all floor plans, sections and elevations necessary for a clear understanding of the project.

Summary specifications must list briefly the materials to be used and state the type of structure and other contemplated facilities.

**8. Final plans and specifications :** The final plans and specifications or working drawings are drawn up after the basis of the final technical solution has been established under the preceeding sections and after the client has received and approved them. These services include :

(a) preparation of working drawings, that is, the site plan, plans for all floors and roofing, sections, front, rear and side elevations and certain essentials details ; all

drawn to convenient scale and enabling a contractor to prepare his tender and to construct the projected work ;

(b) preparation of detail drawings, that is, drawings that are usually large scale representations of certain parts of a building clearly showing arrangements, assemblies, profiles and dimensions ; they may be furnished with the working drawings or when construction is in progress ;

(c) preparation of the general conditions or clauses governing the contract with the contractor and descriptive specifications for all materials and their actual use and, on the clients written demand, any other document required to proceed to a call for tender ;

(d) the issuance of addenda, the analysis of tenders and the appropriate recommendations for their acceptance or rejection ;

(e) the preparation of lists of quantities with the estimated unit price for the works for which it is customary to supply a unit price.

**9. Services provided during construction :** Services provided during construction include :

(a) the office services provided which are :

i. consultant services to the client on technical problems which may arise during construction and which do not necessitate field inspection ;

ii. the verification and approval of shop drawings and manufacturers drawings in order to ensure that they comply with the plans and specifications issued by the architect ;

iii. correspondence with respect to construction ;

iv. approval of substitutions in the methods or materials with the approval of the client ;

v. recommendation with regard to the approval of works ;

(b) non-resident field services which are :

i. periodic field inspections by the architect or his representative to ensure that the progress of the works, its carrying out, or the quality of the materials and workmanship complies with the stipulations of the contract documents ;

ii. notices to the contractor as to the interpretation of the plans and specifications issued by the architect ;

iii. the minutes of the meetings held with the client or his authorized representatives ;

iv. in case of construction according to the stipulated price contract basis, the verification of the claims for payment and the issuance of certificates for authorizing progress and final payments ;

v. final inspection and the supervision of the performance trials of machinery and equipment installed to determine whether the performance guarantees have been met ;

(c) resident field services which are :

i. the assigning of resident personnel who devote all their working time to the technical consultant services required for the execution of the project, field inspections, progress reports, recording of any changes resulting from job site conditions ;

ii. notices to the contractor as to the interpretation of the plans and specifications issued by the architect ;

iii. the preparation of detailed lists of materials for the project as well as all the other drawings and sketches to expedite the work ;

iv. the preparation or the verification of the claims for payment and the issuance of certificates for progress and final payments ;

v. final inspection and supervision of the performance trials of machinery and equipment installed to determine whether the performance guarantees have been met ;

vi. supplying the client with a copy, on sensitized film, of the revised original drawings showing the works as executed.

**10. Special services with respect to the project :** Special services with respect to a project concern all supplementary work requested in writing by the client for the project. They include in particular :

- (a) the preparation of detailed cost estimates ;
- (b) the acquisition of materials and equipment, acting for this purpose as the client's agent ;
- (c) the expediting and the scheduling of materials and equipment ;
- (d) the preparation of manuals for the operation and the maintenance of the plant ;
- (e) assistance in the initial operation of the plant when the architect does not supply field services ;
- (f) the training of technical operating personnel ;

(g) upon the client's request, the appearance in court as an expert witness or the preparation necessary for such an appearance.

**11. Methods of payment of fees :** For Tariff purposes, there are 3 methods of fee payment :

- (a) hourly basis ;
- (b) stipulated price basis ;
- (c) cost-objective basis.

Only one of these methods may be used for a given service. However, some mandates associated with the same project may be paid according to different bases and form the subject of different clauses within the same contract. Table I indicates which methods may be applied to the services described in sections 5 to 10.

**Table I**  
DIVISION

		FEE BASIS		
		Hourly	Stipulated price	Cost-objective
1.	Consultant services	yes	yes	no
2.	Preliminary studies	yes	yes	no
3.	Preliminary plans and specifications	yes	no**	yes
4.	Final plans and specifications	yes	no**	yes
5.	Services provided during construction according to :			
	9a and 9b	yes	no**	yes*
	9c	yes	no**	no
6.	Special services relating to a project	yes	yes	no

\* If these services are provided by the same architect who provided the services described in sections 7 and 8.

\*\* Except for the works respecting the installation of the facilities of a building according to a definite programme.

## 12. Hourly basis :

(1) The hourly basis shall be based on the payment of salaries of the members of the personnel of the architect called upon to work in carrying out the mandate. The cost of salaries is increased by a percentage in order to take indirect costs and profit into account.

(2) The hourly basis may be applied to all architect services, in which case, the fees are established on the following basis :

(a) on the first portion of 50 000 \$ of the cost of salaries or part thereof, the percentage increase is 125 ;

(b) on the second portion of 50 000 \$ of the cost of salaries or part thereof, the percentage increase is 110 ;

(c) on any portion of the cost of salaries exceeding 100 000 \$, the percentage increase is 100.

When he was entrusted with the preparation of plans and specifications, the fees accorded to the architect for supervisory work involving resident field service shall be established on the basis of a uniform fee percentage of 100.

(3) The means of implementing the hourly basis shall be the following :

(a) the personnel assigned to the mandate as well as the cost of the annual salaries and the qualifications of each of its members, for purposes of remuneration, must be accepted by the client prior to the beginning of the carrying out of the mandate ;

(b) for purposes of establishing the hourly rate, the architect must utilize the cost of the basic annual salary which is actually paid to each of the members of his staff divided by 1 680.

The maximum admissible hourly rate for each of the members of the staff is limited to the result obtained in utilizing the following formula :

$$\text{MHR} = \text{ASG} \div 45 \text{ H}$$

where the following symbols mean :

- i. "MHR" : the maximum hourly rates admissible with rounding to the nearest 0,05 \$ ;
- ii. "ASG" : the maximum annual salary that the Government pays its employees in an equivalent category as established in *Directive 10-77* issued by the Conseil du trésor ;
- iii. "H" : the number of hours in the normal working week of the government employee of an equivalent category.

Professionals, other than architects, who are on the staff of the architect and whose participation in the project is approved by the client, shall be subject to the same hourly rate as the architects ;

(c) the principal and the senior assistant are paid according to set hourly rates as long as they provide services which are specific to the project. They may only be paid in such capacity if they carry out assignments that are normally within the scope of technical staff.

For remuneration purposes, only one principal and one senior assistant shall be permitted for a given project.

The hourly rate of the senior assistant shall be equal to the maximum hourly rate of the senior architect increased by 100%.

The hourly rate of the principal shall be obtained by increasing by 20% the hourly rate of the senior assistant.

The number of hours, to the nearest half-hour, devoted by the architect and his personnel to each mandate must be duly registered each day.

For the purposes of the application of the percentage increases contemplated in subsection 2, the totals paid to the principal and the senior assistant shall be excluded.

### 13. Stipulated price basis :

(1) The stipulated price basis shall be based on the payment of a lump sum, agreed to by the client and the architect following which is to be evaluated by utilizing an estimate of the number of hours necessary to carry out the mandate based on the rates prescribed under the hourly basis.

(2) The stipulated price basis may be applied to consulting services, preliminary studies and special services relating to the project ; it may also be applied to the preparation of preliminary and final plans and specifications and to services during construction if the work concerns the facilities of a building.

(3) In every case where this basis is utilized, the mandate assigned must be explicit and precise with respect to the anticipated results and with respect to the methodology of its carrying out.

### 14. Cost-objective basis :

(1) The cost-objective basis consists in determining the total fees of the architect, employing percentages applied to the predetermined cost of works as agreed to by the client and the architect. The percentages shall increase according to the complexity of the project and shall decrease in accordance with the importance of the cost of the works.

(2) The cost-objective basis may only be applied in the building field. To this purpose, and according to their nature and complexity, buildings are classified under one or other of the following categories :

(a) **Category I** : this category includes sheds, warehouses, stations, parking areas, garages, drill halls, stables, slaughter-houses, commercial establishments, factories, heating plants, arenas, stadiums, swimming pools, gymnasiums, marinas, motels, multiple-family dwellings and row housing, recreation centres, clinics of a social nature, office buildings, court houses, penal institutions, city halls, education institutions at the elementary level and summer camps for youngsters ;

(b) **Category II** : this category includes art galleries, exhibitions, museums, libraries, theatres, auditoriums, movie-houses, monuments, radio and television studios, places of worship, banks, hospitals, medical clinics,

laboratories, kitchens, cafeterias, restaurants, hotels, single-family dwellings, education institutions at the secondary or university level, airports, nuclear power plants, transformation work and restoration projects.

The choice of the category must be agreed upon by the client and the architect where the buildings concerned are not mentioned in Category I or II.

(3) Table II shows the percentages applicable as total fees for the services described in sections 7 and 8 and in paragraphs *a* and *b* of section 9 and for services of coordinating the work of engineers whose services were retained with regard to the project.

**Table II**

**COST-OBJECTIVE BASIS**

DIVISION	COST OBJECTIVE	CATEGORY I	CATEGORY II
1 <sup>st</sup>	up to 150 000 \$	5,15%	6,15%
2 <sup>nd</sup>	from 150 000 \$	7 725 \$	9 225 \$
	to 300 000 \$	plus 4,35%*	plus 5,35%*
3 <sup>rd</sup>	from 300 000 \$	14 250 \$	17 250 \$
	to 800 000 \$	plus 3,95%*	plus 4,85%*
4 <sup>th</sup>	from 800 000 \$	34 000 \$	41 500 \$
	to 2 000 000 \$	plus 3,80%*	plus 4,55%*
5 <sup>th</sup>	from 2 000 000 \$	79 600 \$	96 100 \$
	to 5 000 000 \$	plus 3,65%*	plus 4,30%*
6 <sup>th</sup>	from 5 000 000 \$	189 100 \$	225 100 \$
	to 10 000 000 \$	plus 3,60%*	plus 4,25%*
7 <sup>th</sup>	from 10 000 000 \$	369 100 \$	437 600 \$
	to 15 000 000 \$	plus 3,55%*	plus 4,20%*
8 <sup>th</sup>	15 000 000 \$ and over	546 600 \$ plus **	647 600 \$ plus **

\* of this portion or part thereof.

\*\* a percentage on the amount exceeding 15 000 000 \$, to be negotiated between the client and the architect.

(4) The term "cost of works" shall be taken to mean the total expenditure, for the client, required for completion of works for which the architect provides professional services and for which he is responsible. This cost comprises the profits of the contractor and all taxes which are usually applicable. It does not however include the fees and expenses of the architect nor those of the engineers or experts.

If the client provides labour or materials at lower than current prices or if used materials are employed, the cost shall be that of all materials and labour necessary to complete the project as if all materials employed had been new and as if all labour had been paid at prices current at the time the project was ordered.

The following elements are excluded from the cost of works :

(a) engineering work required for a production, manufacturing, processing or transformation procedure

included in the project and other engineering work specifically required in the particular finishing of a building ;

(b) the cost of acquiring premises ;

(c) the cost of surveys, performance trials, analyses, control and supervision of materials ;

(d) the cost of moving public or private utilities where such moving was effected by their respective owners.

No deduction shall be made to the cost of works in computing fees following any claim requested from the contractor by the client.

(5) A cost objective of works shall be established jointly by the architect and the client after the preparation of preliminary plans and specifications. This cost-objective shall be subsequently revised according to the changes to the programme which are specifically required by the client during the carrying out of the mandate. The cost objective shall also be revised at the time of the approval of final plans and specifications by the client, by taking the cost objective established at the time of the approval of the preliminary plans and specifications, such as it may have subsequently been revised to reflect changes to the programme and applying thereto the total input index, published monthly by Statistics Canada in the schedule of the non-residential construction price index.

(6) A mechanism promoting the reduction of costs shall also be added in the computation of fees and shall apply in the following manner :

$$F' = F \left[ 1.5 - \frac{CW}{2 RCO} \right]$$

where the following symbols mean :

(a) "F" : the fees prescribed for the revised cost objective, according to Table II ;

(b) "F'" : the overall fees taking into account the mechanism promoting the reduction of costs but not to be less than H nor more than 105% of H ;

(c) "CW" : the actual cost of works ;

(d) "RCO" : the revised cost objective.

(7) If the client wishes to not undertake the works, subsequent to approval of the final plans and specifications, the architect shall be paid on the basis of the revised cost objective and the fees payable shall be limited to 80% of overall fees in order to take into account the absence of services during construction.

(8) When resident field supervision is required by the client, this service is paid according to the hourly basis. In

such case, 20% must be subtracted from the overall fees computed in accordance with subsection 6.

**15. Method of payment :** The architect shall be paid following the monthly submission of his fee account according to the progress of the mandate, except in the case where the cost-objective basis is applicable, whereupon the fees shall be paid as follows :

(a) for completed preliminary plans and specifications, the architect shall receive 25% of the fees indicated in Table II, using the cost objective as a basis ;

(b) the architect shall subsequently be paid proportionally to the completed part of his work up to 80% of the fees indicated in Table II, using the revised cost objective as a basis ;

(c) for services provided under paragraphs a and b of section 9, the architect shall be paid in proportion to the completed part of his work and the sum of the fees respecting these services shall represent 20% of the sums mentioned in Table II.

**16. Expenditures :** The expenditures authorized by the client and concerning the printing of plans and specifications, travel, the maintenance and moving of the families of the architect's personnel may be reimbursed in conformity with decisions of the Conseil du trésor.

However, the architect must provide at his cost, for each of the stages, up to 5 copies of every plan and specification printed on opaque paper for the purposes of the approval of sketches, preliminary plans and specifications and final plans and specifications ; for purposes of calls for tenders and construction, he must also provide, at his cost, one copy of the final plans on sensitized film as well as one copy, capable of being reproduced, of the final specifications.

Expenditures for telephone, telex, postage and other communication expenses shall not be reimbursed.

For resident field services, the architect shall be reimbursed for expenditures authorized by the client for the furnishing and maintenance of the field office facilities and for the coverage of special risks encountered, upon submission of vouchers.

When the hourly basis is used, technical support services that the architect obtains outside his firm, with the authorization of the client, shall be reimbursed according to their cost, upon presentation of vouchers.

**17. Expert consultants :** Expenditures with respect to the hiring by the architect of expert consultants within the framework of the carrying out of his mandate shall be

reimbursed by the client according to their costs increased by 10%, upon submission of vouchers. When it has been agreed upon by the architect and the client that such hiring will be on a shared-cost basis, the client shall only reimburse that portion which is chargeable to him.

However, the reimbursement of such expenditures shall be conditional on the client's written acceptance of such hiring and the said acceptance must be communicated to the architect before the latter retains such services.

**18. Data processing :** When the hourly basis is employed, expenditures with respect to the use of data processing equipment shall be reimbursed in the manner described below after prior acceptance of the utilization of such equipment by the client :

(a) the cost of the salaries of the architect's technical personnel assigned to a project for the purposes of data storage, gathering, processing and interpretation shall be reimbursed in accordance with the hourly basis described in section 12 ;

(b) the cost of utilizing the data processing equipment assigned to the carrying out of the mandate, located at the architect's place of business shall be reimbursed, increased by 25%, upon submission of vouchers and account being taken of its effective utilization with respect to the assigned mandate ;

(c) similarly, the cost of utilizing a data processing centre outside the architect's firm shall be reimbursed with an increase of 25% upon submission of vouchers and account being taken of its effective utilization with respect to the assigned mandate ;

(d) expenditures reimbursable within the framework of data processing services shall not include the cost of preparing programmes, of analyses, and of programme charges nor other data processing development and support costs unless there is a specific provision in the contract between the architect and the client, such provision being supported by a precise and complete definition of the mandate assigned the architect in this regard.

**19. Conditions respecting salaries and personnel :** When the architect employs the services of a person who is not paid by him, the client shall reimburse the architect, upon submission of vouchers, the salary received by such person from his employer taking into account section 12.

No increase in the salary paid to a member of the personnel of the architect shall be allowed for overtime without the client's written authorization.

**20. Remuneration for partial services :** The architect shall be paid according to the hourly basis when the client requests him to provide only during construction the services enumerated in paragraphs *a*, *b* and *c* of section 9 for works whose plans and specifications were prepared by others.

When the cost objective of works method is used, any additional work relative to changes in the projected works which originate with the client after the acceptance of final plans and specifications shall be paid in accordance with the hourly basis.

Once the final plans and specifications are completed, where the basis employed is that of the cost objective of works, the fees for the work of preparing a new version of the project requested by the client shall be established according to the hourly basis.

When the client utilizes plans and specifications for a new construction which have already been used for another project for which recourse was had to the services of the architect, a sum equal to 20% of the fees paid at that time for the services described in sections 7 and 8 for such original project shall be paid to the architect for such new utilization. The services described in paragraphs *a*, *b* and *c* of section 9 shall, in such case, be remunerated according to the hourly basis.

**21. Cooperation of client :** The client must provide the architect with the following plans and information except when the client has specifically asked the latter to provide certain of them as part of his services under section 6 :

- (a) a precise survey of the location showing the public services serving it together with the other installations ;
- (b) exact plans and other pertinent data concerning the existing buildings or works which have an effect on works to be carried out ;
- (c) any information he has which might have an effect on the works to be carried out ;
- (d) one copy of every submission and every contract for the works for which the architect is responsible and one copy of every payment certificate and every final billing concerning the works, in cases where such documents are not prepared by the architect.

**22. Cancellation of the mandate :** If the mandate assigned to the architect is cancelled or deferred by the client, in whole or in part, the architect shall thereupon be paid in proportion to the progress of the works concerning the services for which he was mandated, upon submission of vouchers.

**23. Miscellaneous :** The client may inspect and verify the time and salary registers and the expenditures of the architect at any time convenient to the 2 parties. The architect must at such time provide all the assistance necessary to facilitate such inspections or verifications.

Any hiring of an architect by the client must form the subject of a contract.

All drawings, study models, specifications and documents prepared by the architect are service instruments for the carrying out of the project and shall remain his property, whether the project be carried out or not. The client shall not use them for other works, unless the architect has given his consent and has been paid in this respect in accordance with section 20.

During the carrying out of the project, the architect may, by respecting the procedures stipulated in this regard in the hiring contract, order or have carried out on behalf of the client and as the agent of the latter, necessary or expedient urgent works in the interest of the client or for the protection of the public.

### **DIVISION III ENGINEER SERVICES**

**24.** For the purposes of this Tariff, the professional services provided by the engineer may be classified, for fee purposes, according to the general divisions described in sections 25 to 30.

**25. Consultant services :** Consultant services may include consultations, advice, expert reports, estimates, appraisals, studies of the structure of rates and tariffs, inspections, performance trials and other services concerning the collection, analysis, appraisal and interpretation of data and information from which conclusions and specialized recommendations may be derived.

**26. Preliminary studies :** Preliminary studies are the services which establish the basis for the preparation of the plans and specifications for a project which in the opinion of the client requires such studies ; this includes research, exploration, surveying, soil analysis, analysis of conditions or of several alternative plans, including economic studies, studies of operating costs or other subjects of a similar nature which are to serve as the basis for the conclusions or the recommendations with regard to the start-up of a specific project ; this also includes surveys and research for changes and conditions to existing works.

**27. Preliminary plans and specifications :** The preliminary plans and specifications, or initial study, are the graphic interpretation of the complete programme provided

ed by the client. These services include the preparation and the presentation by the engineer of sketches, preliminary plans, summary specifications, preliminary estimates of the cost of the works and a report detailing his concept of the design, submitted for the approval and acceptance of the client ; also included are, in mechanical engineering, the energy audit and in general engineering the surveys, layouts, and the tentative profiles needed to prepare the preliminary plans.

The preparation of these preliminary documents may be based on information furnished directly by the client, or on the results of preparatory studies approved by the client.

**28. Final plans and specifications :** Final plans and specifications are drawn up after the basis of the final technical solution under the preceding sections has been established and after it has been received and formally approved by the client. These services include :

- (a) the preparation of plans suitable for construction purposes ;
- (b) in general engineering works, the survey of details the layouts and the profiles necessary for the preparation of the final plans ;
- (c) the preparation of complete specifications and tender documents ;
- (d) the lists of quantities with estimated unit prices for the works for which it is the usual practice to supply unit prices ;
- (e) the revision, if needed, of the preliminary estimates ;
- (f) analysis of tenders and the appropriate recommendations for their acceptance or rejection.

**29. Services during construction :** Services during construction include :

- (a) office services provided which are :
  - i. consultant services to the client on technical problems which might arise during construction and which do not necessitate field inspection ;
  - ii. verification and approval of shop drawings and manufacturers drawings in order to ensure that they comply with the plans and specifications issued by the engineer ;
  - iii. correspondence with respect to construction ;
  - iv. the approval of substitutions in methods or materials with the approval of the client ;

- v. recommendation to accept works ;

(b) non-resident field services provided, which are :

- i. periodic field inspections by the engineer or his representative to ensure that the progress of the works, its execution, the quality of materials and workmanship meet the stipulations of the contract documents ;

- ii. notices to the contractor with respect to the interpretation of the plans and specification issued by the engineer ;

- iii. the minutes of the meetings held with the client or his authorized representatives ;

- iv. in the case of construction according to the stipulated price basis only, the verification of the claims for payment and the issuance of certificates authorizing progress and final payments ;

- v. final inspection and the supervision of the performance trials of the machinery and equipment installed to determine whether the performance guarantees have been met ;

(c) resident field services which are :

- i. the assigning of resident personnel who devote all their working time to the technical consultant services required for the execution of the project, field inspections, progress reports and the recording of all changes resulting from job site conditions ;

- ii. notices to the constructor with respect to the interpretation of the plans and specifications issued by the engineer ;

- iii. the preparation of detailed lists of materials for the project as well as all other drawings and sketches to expedite the work ;

- iv. the preparation or the verification of the claims for payment and the issuance of certificates recommending the progress and final payments ;

- v. final inspection and the supervision of the performance trials of the machinery and equipment installed to determine whether the performance guarantees have been met ;

- vi. supplying to the client, at the end of the work, a film copy of the revised original drawings showing the works as executed.

**30. Special services with respect to a project :** The special services with respect to a project concern all supplemental work that the client may demand in writing in relation to the project ; these include in particular :

- (a) the preparation of detailed cost estimates ;
- (b) the acquisition of materials and equipment, acting as the client's agent for this purpose ;
- (c) the expediting and scheduling of materials and equipment ;
- (d) the preparation of manuals for the operation and maintenance of the plant ;
- (e) assistance in the initial operation of the plant when the engineer does not supply field services ;
- (f) the training of technical operating personnel ;
- (g) on the request of the client, appearance in court as an expert witness, or the preparation for that purpose.

**31. Methods of payment of fees :** For Tariff purposes, there are 4 methods for determining fees :

- hourly basis ;
- stipulated price basis ;
- cost-objective basis ;
- combined method.

Only one of these methods may be used for a service that is provided. However, some mandates, associated with the same project may be paid according to different methods and are the subject of different clauses within the same contract. Table I indicates which methods may be applied to the services described in sections 25 to 30.

6. Special services with respect to a project
- |   | yes | no | yes | no |
|---|-----|----|-----|----|
| * If the services are provided by the same engineer who provided the services described in sections 27 and 28.        |     |    |     |    |
| ** Except for the works respecting the installation of facilities for buildings with respect to a definite programme. |     |    |     |    |

**32. Hourly basis :**

(1) The hourly basis shall be based on the payment of salaries of the members of the personnel of the engineer called upon to work in carrying out the mandate ; the cost of salaries is increased by a percentage to take indirect costs and profit into account.

(2) The hourly basis may be applied to all services of the engineer, in which case, the fees are established on the following basis :

- (a) on the first portion of 50 000 \$ of the cost of salaries or part thereof, the percentage increase is 125 ;
- (b) on the second portion of 50 000 \$ of the cost of salaries or part thereof, the percentage increase is 110 ;
- (c) on any portion of the cost of salaries exceeding 100 000 \$, the percentage increase is 100.

When he was entrusted with the preparation of plans and specifications, the fees accorded to the engineer for supervisory work involving resident field service shall be established on the basis of a uniform fee percentage of 100.

(3) The means of implementing the hourly basis shall be the following :

(a) the personnel assigned to the mandate as well as the cost of the annual salaries and the qualifications of each of its members, for purposes of remuneration, must be accepted by the client prior to the beginning of the carrying out of the mandate ;

(b) for purposes of establishing the hourly rate, the engineer must utilize the cost of the basic annual salary which is actually paid to each of the members of his staff divided by 1 680.

The maximum admissible hourly rate for each of the members of the staff is limited to the result obtained in utilizing the following formula :

$$\text{MHR} = \text{ASG} \div 45\text{H}$$

where the following symbols mean :

- i. "MHR" : the maximum hourly rates admissible with rounding to the nearest 0,05 \$ ;

### Table I

#### DIVISION

DIVISION		SCHEDULE OF FEES			
	Hourly	Com- bined	Stipu- lated price	Cost- objec- tive	
1. Consultant services	yes	no	yes	no	
2. Preliminary studies	yes	no	yes	no	
3. Preliminary plans and specifications					
— construction	yes	no**	no**	yes	
— general engineering	yes	yes	no	no	
4. Final plans and specifications					
— construction	yes	no**	no**	yes	
— general engineering	yes	yes	no	no	
5. Services provided during construction according to :					
29a construction	yes	no**	no**	yes*	
general engineering	yes	yes*	no	no	
29b construction	yes	no**	no**	yes*	
general engineering	yes	yes*	no	no	
29c construction	yes	no**	no**	no	
general engineering	yes	no	no	no	



ii. "ASG" : the maximum annual salary that the Government pays its employees in an equivalent category as established in *Directive 10-77* issued by the Conseil du trésor ;

iii. "H" : the number of hours in the normal working week of the government employee of an equivalent category.

Professionals, other than engineers, who are on the staff of the engineer and whose participation in the project is approved by the client, shall be subject to the same hourly rate as the engineer ;

(c) the principal and the executive engineers are paid according to set hourly rates as long as they provide services which are specific to the project. They may only be paid in such capacity if they carry out assignments that are normally within the scope of technical staff.

For remuneration purposes, only one principal shall be permitted for a given project.

The hourly rate of the executive engineers shall be equal to the maximum hourly rate of the senior engineer increased by 100%.

The hourly rate of the principal shall be obtained by increasing by 20% the hourly rate of the executive engineer.

The number of hours, to the nearest half-hour, devoted by the engineer and his personnel to each mandate must be duly registered each day.

For the purposes of the application of the percentage increases contemplated in subsection 2, the totals paid to the principal and the executive engineer shall be excluded.

### 33. Stipulated price basis :

(1) The stipulated price basis shall be based on the payment of a lump sum negotiated between the client and the engineer which is to be evaluated by employing an estimate of the number of hours necessary to the carrying out of the mandate based on the rates prescribed under the hourly basis.

(2) The stipulated price basis may be applied to consulting services, preliminary studies and special services with respect to the project ; it may also be applied to the preparation of preliminary and final plans and specifications and to services during construction if the work concerns the facilities of a building.

(3) In every case where this method is utilized, the mandate assigned must be explicit and precise with respect to the anticipated results and with respect to the methodology employed in carrying it out.

### 34. Cost-objective basis :

(1) The cost-objective basis consists in determining the total fees of the engineer employing percentages applied to the predetermined cost of works as agreed to by the client and the engineer. The percentages shall increase according to the complexity of the project and shall decrease in accordance with the importance of the cost of the works.

(2) The cost-objective basis may only be applied in the building field. To this purpose and according to their nature and complexity, buildings are classified under one or other of the following categories :

(a) **Category I** : this category shall apply to foundation and structural works for warehouses and large open structures of multiple bays, schools without gymnasiums or auditoriums, hangers, public garages, machine shops and other industrial buildings of a typical bay-construction ;

(b) **Category II** : this category shall apply to foundation and structural works for schools with gymnasiums or auditoriums, hospitals and large office buildings. It shall also apply to plumbing, to hot water, steam or electrical heating, to air conditioning with simple ductwork without ductwork and to electrical distribution works ;

(c) **Category III** : this category shall only apply to mechanical and electrical systems relating to full ventilation systems, to air conditioning with ductwork for induction and to refrigeration, regardless of the type of building.

The choice of the category must be agreed upon by the client and the engineer where the buildings concerned are not mentioned under Categories I, II or III.

(3) Table II shows the percentages applicable as total fees for the services described in sections 27 and 28 and in paragraphs *a* and *b* of section 29.

**Table II**

#### COST-OBJECTIVE BASIS

Division	Cost objective	Category I structure	Category II elect./mech./ struc.	Category III elect./mech./ air cond.
1 <sup>st</sup>	up to 150 000 \$	6,4%	7,4%	8,2%
2 <sup>nd</sup>	from 150 000 \$ to 300 000 \$	9 600 \$ plus 5,5%*	11 100 \$ plus 6,1%*	12 300 \$ plus 6,6%*
3 <sup>rd</sup>	from 300 000 \$ to 800 000 \$	17 850 \$ plus 5,3%*	20 250 \$ plus 5,7%*	22 200 \$ plus 6,2%*
4 <sup>th</sup>	from 800 000 \$ to 2 000 000 \$	44 350 \$ plus 5,0%*	48 750 \$ plus 5,3%*	53 200 \$ plus 5,6%*
5 <sup>th</sup>	from 2 000 000 \$ to 5 000 000 \$	104 350 \$ plus 4,4%*	112 350 \$ plus 4,8%*	120 400 \$ plus 5,2%*
6 <sup>th</sup>	from 5 000 000 \$ to 10 000 000 \$	236 350 \$ plus 4,1%*	256 350 \$ plus 4,5%*	276 400 \$ plus 4,9%*

7 <sup>th</sup>	from 10 000 000 \$	441 350 \$	481 350 \$	521 400 \$
	to 15 000 000 \$	plus 3,8%*	plus 4,3%*	plus 4,8%*
8 <sup>th</sup>	15 000 000 \$	631 350 \$	696 350 \$	761 400 \$
	and over	plus**	plus**	plus**

\* of this portion or part thereof.

\*\* a percentage on the amount exceeding 15 000 000 \$, to be negotiated between the client and the engineer.

(4) The term "cost of works" shall be taken to mean the total expenditure, for the client, required for completion of works for which the engineer provides professional services and for which he is responsible. This cost comprises the profits of the contractor and all taxes which are usually applicable. It does not however include the fees and expenses of the engineers nor those of the architects or experts.

If the client provides labour or materials at lower than current prices or if used materials are employed, the cost shall be that of all materials and labour required to complete the project as if all materials employed had been new and as if all labour had been paid at prices current at the time the project was ordered.

The following elements are excluded from the cost of works :

(a) the cost of structures or other specialized works for which the preparation of plans and specifications as well as the supervision of construction work was assigned to other engineers or to the client's personnel ;

(b) the cost of acquiring premises ;

(c) the cost of surveys, performance trials, analyses, control and supervision of materials ;

(d) the cost of moving public or private utilities where such moving was effected by their respective owners.

No deduction shall be made to the cost of works in computing fees following any claim requested from the contractor by the client.

(5) A cost objective of works shall be established jointly by the engineer and the client after the preparation of preliminary plans and specifications. This cost objective shall be subsequently revised according to the changes to the programme which are specifically required by the client during the carrying out of the mandate. The cost objective shall also be revised at the time of the approval, by the client, of final plans and specifications by taking the cost objective established at the time of the approval of the preliminary plans and specifications, such as it may have subsequently been revised to reflect changes to the programme, and applying thereto the total input index, published monthly by Statistics Canada in the schedule of the non-residential construction price index.

(6) A mechanism promoting the reduction of costs shall also be added in the computation of fees and shall apply in the following manner :

$$F' = F \left[ 1,5 - \frac{CW}{2 RCO} \right]$$

where the following symbols mean :

(a) "F" : the fees prescribed for the revised cost objective, according to Table II ;

(b) "F'" : the overall fees taking into account the mechanism promoting the reduction of costs but not to be less than H nor more than 105% of H ;

(c) "CW" : the actual cost of works ;

(d) "RCO" : the revised cost objective.

(7) If the client wishes to not undertake the works, subsequent to approval of the final plans and specifications, the architect shall be paid on the basis of the revised cost objective and the fees payable shall be limited to 80% of overall fees in order to take into account the absence of services during construction.

(8) When resident field supervision is required by the client, this service is paid according to the hourly basis. In such case, 20% must be subtracted from the overall fees computed in accordance with subsection 6.

### 35. Combined basis :

(1) The combined basis consists in determining fees according to 2 elements : an element which is a function of real salaries and which is structured in the same manner as the hourly basis described in section 32, except for the percentage of increase which remains fixed at 75% ; and, a second element which is based on either a percentage of the final estimate of the cost of works or a mutually agreed-upon lump sum. It may apply to all general engineering works and to works respecting the preparation and renovation of buildings.

(2) The fees shall cover the services described in sections 27 and 28 and paragraphs *a* and *b* of section 29. They are expressed in the following manner :

$$F = 1,75 (CS) - P$$

where the following symbols mean :

(a) "F" : total fees ;

(b) "CS" : the cost of salaries as defined in section 32 ;

(c) "P" : the sum obtained by applying the percentages prescribed in Table III.

(3) Table III shows the percentages that apply when the combined basis is employed.

**Table III**

**PERCENTAGE OF THE ESTIMATED COST OF WORKS**

Estimated cost of works in 1 000 \$			Fees in addition to the cost of salaries $\times 1,75$	
From	0 to	150	1,2% of the estimated cost of works	
From	150 to	300	1 800 \$ plus 1,0% of the next	150 000
From	300 to	800	3 300 \$ plus 0,95% of the next	500 000
From	800 to	2 000	7 800 \$ plus 0,85% of the next	1 200 000
From	2 000 to	5 000	18 000 \$ plus 0,75% of the next	3 000 000
From	5 000 to	10 000	40 500 \$ plus 0,70% of the next	5 000 000
From	10 000 to	15 000	75 500 \$ plus 0,65% of the next	5 000 000
More than	15 000		108 000 \$ plus 0,60% of the balance of the cost.	

(4) The final estimate of the cost of works shall signify the evaluation of the total cost of the works projected, based on the cost, the estimated quantities and the unit prices in force at the time that final plans and specifications are approved by the client and accepted by him.

If the client provides the labour or materials at less than market prices or if used materials are utilized, the cost shall be that of all materials and labour necessary to complete the project as it would have been if all materials employed had been new and if all labour had been paid at the market prices at the time that the project was ordered.

The final estimate of the total cost of works shall not include :

- (a) the cost of acquiring premises ;
- (b) the cost of displacements of public or private utilities carried out by their respective owners ;
- (c) the fees and defined expenditures of the engineer, the land-surveyors, experts and other consultants ;

(d) the cost of surveys, performance trials, analysis and supervision of materials ;

(e) the cost of structures or other specialized works for which the preparation of plans, specifications and estimates were conferred to other engineers or to the client's personnel.

(5) After approval of the final plans and specifications, if the client wishes to not continue the works, the sum of the fees obtained by applying the percentages in Table III shall be limited to 80% in order to take into account the absence of services during construction.

(6) When resident field service is demanded by the client, such service shall be paid according to the hourly basis. In such case, the sum of fees obtained by applying the percentages in Table III shall also be limited to 80%.

**36. Method of payment :** The engineer shall be paid following the monthly submission of his fee account according to the progress of the mandate, except :

(a) in the case where the cost-objective basis is applied, whereupon the fees shall be paid as follows :

i. for completed preliminary plans and specifications, the architect shall receive 25% of the fees indicated in Table II, using the objective cost as a basis ;

ii. the engineer shall subsequently be paid proportionally to the completed part of his work up to 80% of the fees indicated in Table II, using the revised objective cost as a basis ;

iii. for services provided under paragraphs *a* and *b* of section 29, the engineer shall be paid portionally to the completed part of his work, the sum of the fees respecting these services representing 20% of the sums mentioned in Table II ;

(b) in the case where the combined basis is applied, whereupon the fees shall be paid as follows :

i. for the element of fees relating to the cost of salaries, the engineer shall be paid following the monthly submission of his account of fees in accordance with the hours actually completed ;

ii. for the element of fees relating to the percentage estimate of the cost of the works, the engineer shall receive 25% of the fees prescribed for such element at the time of the approval of the preliminary plans and specifications in addition to the balance at the time of the approval of the final plans and specifications ; however, if the project is delayed substantially by the client, a partial payment may be made on a *prorata* basis according to the progress of the mandate.

**37. Expenditures :** The expenditures authorized by the client and concerning the printing of plans and specifications, travel, the maintenance and moving of the families of the engineer's personnel may be reimbursed in conformity with the decisions of the Conseil du trésor.

However, the engineer must provide at his cost for each of the stages up to 5 copies of every plan and specification printed on opaque paper for the purposes of the approval of sketches, preliminary plans and specifications and final plans and specifications ; for purposes of calls for tenders and construction, he must also provide at his cost one copy of the final plans on sensitized film as well as one copy of the final specifications which shall be capable of being reproduced.

Expenditures for telephone, telex, postage and other communication expenses shall not be reimbursed.

For resident field services, the engineer shall be reimbursed for expenditures authorized by the client for the furnishing and maintenance of the office facilities in the field and for the coverage of special risks encountered, upon submission of vouchers.

When the hourly basis is used, technical support services that the engineer obtains outside his firm, with the authorization of the client, shall be reimbursed according to their cost, upon presentation of vouchers.

**38. Expert consultants :** Expenditures with respect to the hiring by the engineer of expert consultants within the framework of the carrying out of his mandate shall be reimbursed by the client at their cost value increased by 10%, upon submission of vouchers. When it has been agreed upon by the engineer and the client that such hiring will be on a shared-cost basis, the client shall only reimburse that portion which is chargeable to him.

However, the reimbursement of such expenditures shall be conditional on the client's written acceptance of such hiring and the said acceptance must be communicated to the engineer before the latter retains such services.

**39. Data processing :** When the hourly basis is employed, expenditures with respect to the use of data processing equipment shall be reimbursed in the manner described below after prior acceptance of the utilization of such equipment by the client :

(a) the cost of the salaries of the engineer's technical personnel assigned to a project for the purposes of data storage, gathering, processing and interpretation shall be reimbursed in accordance with the hourly basis described in section 32 ;

(b) the cost of utilizing the data processing equipment assigned to the carrying out of the mandate, located at the engineer's place of business shall be reimbursed, increased by 25%, upon submission of vouchers and account being taken of its effective utilization with respect to the assigned mandate ;

(c) similarly, the cost of utilizing a data processing centre outside the engineer's firm shall be reimbursed with an increase of 25% upon submission of vouchers and account being taken of its effective utilization with respect to the assigned mandate ;

(d) expenditures reimbursable within the framework of data processing services shall not include the cost of preparing programmes, of analyses, and of programme charges nor other data processing development and support costs unless there is a specific provision in the contract between the engineer and the client, such provision being supported by a precise and complete definition of the mandate assigned the engineer in this regard.

**40. Photogrammetry and other professional support services :** In the case of general engineering works which are remunerated in accordance with the hourly or combined basis, outside services of photogrammetry and other professional activities, supporting those of the engineer, shall be reimbursed to the latter at their cost value. However, the utilization of such services shall be conditional upon the written and prior approval of the client.

**41. Conditions respecting salaries and personnel :** When the engineer employs the services of a person who is not paid by him, the client shall reimburse to the engineer, upon submission of vouchers, the salary received by such person from his employer taking into account section 32.

No increase in the salary paid to a member of the personnel of the engineer shall be allowed for overtime without the client's written authorization.

**42. Remuneration for partial services :** The engineer shall be paid according to the hourly basis when the client requests him to provide, during construction only, the services enumerated in paragraphs a, b and c of section 29 for works whose plans and specifications were prepared by others.

When the cost-objective of works basis is used, any additional work relative to charges in the projected works which originate with the client after the acceptance of final plans and specifications shall be paid according to the hourly basis.

Once of final plans and specifications are completed, where the basis employed is that of the cost-objective of works, the fees for the work of preparing, at the request of

the client, a new version of the project shall be established according to the hourly basis.

When the client uses plans and specifications for a new construction which have already been used for another project for which recourse was had to the services of the engineer, a sum equal to 20% of the fees paid at that time for the services described in sections 27 and 28 for such original project shall be paid to the engineer for such new utilization. The services described in paragraphs *a*, *b* and *c* of section 29 shall, in such case, be remunerated according to the hourly basis.

**43. Cooperation of the client :** The client must provide the engineer with the following plans and information except when the client has specifically asked the latter to provide certain of them as part of his services under section 26 :

(a) a precise survey of the location showing the public services serving it together with the other installations ;

(b) exact plans and other pertinent data concerning the existing buildings or works which have an effect on works to be carried out ;

(c) any information he has which might have an effect on the works to be carried out ;

(d) one copy of every submission and every contract for the works for which the engineer is responsible and one copy of every payment certificate and every final billing concerning the works, in cases where such documents are not prepared by the engineer.

**44. Cancellation of the mandate :** If the mandate assigned to the engineer is cancelled or deferred by the client, in whole or in part, the engineer shall thereupon be paid proportionally to the progress of the works concerning the services for which he was mandated, upon submission of vouchers.

**45. Miscellaneous :** The client may inspect and verify the time and salary registers and the expenditures of the engineer at any time convenient to the 2 parties. The engineer must at such time provide all the assistance necessary to facilitate such inspections of verifications.

Any hiring of an engineer by the client must form the subject of a contract.

All drawings, study models, specifications and documents prepared by the engineer are service instruments for the carrying out of the project and shall remain his property, whether the project be carried out or not. The client shall not use them for other works, unless the engineer has given his consent and has been paid in this respect in accordance with section 42.

During the carrying out of the project, the engineer may, by respecting the procedures stipulated in this regard in the hiring contract, order or have carried out on behalf of the client and as the agent of the latter, necessary or expedient urgent works in the interest of the client or for the protection of the public.

## **DIVISION IV FOREST ENGINEER SERVICES**

**46.** For the purposes of this Tariff, the professional services provided by the forest engineer may be classified, for fee purposes, according to the general divisions described in sections 47 to 52.

**47. Consultant services :** Consultant services may include consultations, advice, expert reports, estimates, appraisals, studies with respect to performance, profitability, equipment, procedure, production cost, marketing, inspection, performance trials and other services concerning the gathering, the collecting, analysis, appraisal and interpretation of data and information which allow conclusions and general recommendations to be derived as well as the creation of forest management, logging, lumber processing and forest protection plans.

**48. Preliminary studies :** Preliminary studies are the services which establish the basis for the preparation of the plans and specifications for a project, which, in the client's opinion, requires such studies ; this includes research, exploration, surveys, dendometrical, pedological and geomorphological studies, the analysis of conditions or of several alternative plans, including economic studies, operating cost studies or other studies of a similar nature which must serve as the basis for the conclusions or the recommendations with respect to the start-up of a specific project ; this also includes surveys and research into changes and additions to existing works or works in the process of completion.

**49. Preliminary plans and specifications :** The preliminary plans and specifications, or initial study, are the graphic representation of the complete programme provided by the client. These services include the preparation and the presentation by the forest engineer of the sketches, preliminary plans, summary specifications, preliminary estimates of the cost of the works, and a report detailing his concept of the design proposed, for the approval and acceptance of the client ; also included are, in the domain of forest road systems, the surveys and layouts necessary for the preparation of the preliminary plans.

The preparation of these preliminary documents may be based on information furnished directly by the client or on the results of preparatory studies approved by the client.

**50. Final plans and specifications :** Final plans and specifications are drawn up after the basis of the final technical solution has been established under the preceding sections and received and formally approved by the client. These services include :

- (a) the preparation of plans suitable to the purposes of the project ;
- (b) in the domain of forest road systems, the surveys and layouts necessary for the preparation of final plans ;
- (c) the preparation of complete specifications and documents of tender ;
- (d) lists of quantities with estimated unit prices for the works for which it is the usual practice to supply unit prices ;
- (e) the revision, if necessary, of preliminary estimates ;
- (f) the analysis of tenders and the appropriate recommendations with respect to their acceptance or rejection.

**51. Services during construction :** The services during construction include :

- (a) office services provided, which are :
  - i. consultant services to the client for technical problems which may arise during construction and which do not require field inspection ;
  - ii. the verification and approval of shop drawings and manufacturer's drawings in order to ensure that they represent the plans and specifications issued by the forest engineer ;
  - iii. correspondence with respect to the works under construction ;
  - iv. the approval of substitutions in the methods or materials with the approval of the client ;
  - v. recommendation to accept works ;
- (b) non-resident field service, which are :
  - i. periodic field inspections by the forest engineer or his representative to ensure that the progress and execution of the works, and the quality of materials and workmanship comply with the stipulations of the contract documents ;

- ii. notices to the contractor with respect to the interpretation of the plans and specifications issued by the forest engineer ;

- iii. the minutes of the meetings held with the client and his authorized representatives ;

- iv. in the case of construction for a contractual sum, the verification of the claims for payment and the issuance of certificates to authorize progress and final payments ;

- v. final inspection and supervision of the performance trials of machinery and equipment installed to determine whether the performance guarantees have been met ;

- (c) resident field services which are :

- i. the assigning of resident personnel who will devote all their working time to the technical consultant services necessary for the execution of the project, to field inspections, progress reports and to the recording of all changes resulting from job site conditions ;

- ii. the notices to the contractor with respect to the interpretation of the plans and specifications issued by the forest engineer ;

- iii. the preparation of detailed lists of materials for the project as well as other drawings and sketches to expedite the works ;

- iv. the preparation and the verification of the claims for payment and the issuance of certificates of recommending final and progress payments ;

- v. final inspection and supervision of the performance trials of the machinery and equipment installed to determine if the performance guarantees have been met ;

- vi. supplying to the client at the end of the work a copy on sensitized film of the revised original drawings showing the works as executed.

**52. Special services with respect to a project :** The special services with respect to a project concern all supplementary work requested in writing by the client with respect to the project ; this includes, in particular :

- (a) the preparation of detailed cost estimates ;
- (b) the acquisition of materials and equipment, acting as an agent of the client for this purpose ;
- (c) the expediting and scheduling of materials and equipment ;
- (d) the preparation of manuals for the maintenance and operation of the plant ;
- (e) assistance for the initial operation of the plant when the forest engineer does not supply field services ;

- (f) the training of technical operating personnel ;
- (g) on the request of the client, appearance in court as an expert witness, or the preparation for that purpose.

**53. Methods of payment of fees :** For Tariff purposes, there are 3 methods of payment of fees :

- (a) hourly basis ;
- (b) stipulated price basis ;
- (c) combined basis.

Only one of these methods may be used for a service that has been provided. However, some mandates associated with the same project may be paid according to different methods and are the subject of different clauses within the same contract. Table I indicates which methods may be applied to the services described in sections 47 to 52.

**Table I**

DIVISION		FEE SCHEDULE		
		Hourly	Combined	Stipulated cost
1.	Consultant services	yes	no	yes
2.	Preliminary studies	yes	no	yes
3.	Preliminary plans and specifications	yes	yes	yes
4.	Final plans and specifications	yes	yes	yes
5.	Services provided during construction according to section 51	yes	yes*	yes
6.	Special services with respect to a project	yes	no	yes

\* If these services are provided by the same forest engineer who provided the services described in sections 49 and 50.

#### **54. Hourly basis :**

(1) The hourly basis shall be based on the payment of salaries of the members of the personnel of the forest engineer called upon to work in carrying out the mandate ; the cost of salaries is increased by a percentage to take indirect costs and profit into account.

(2) The hourly basis may be applied to all services of the forest engineer, in which case, the fees are established on the following basis :

- (a) on the first portion of 50 000 \$ of the cost of salaries or part thereof, the percentage increase is 125 ;
- (b) on the second portion of 50 000 \$ of the cost of salaries or part thereof, the percentage increase is 110 ;

(c) on any portion of the cost of salaries exceeding 100 000 \$, the percentage increase is 100.

When he was entrusted with the preparation of plans and specifications, the fees accorded to the forest engineer for supervisory work involving resident field service shall be established on the basis of a uniform fee percentage of 100.

(3) The means of implementing the hourly basis shall be the following :

(a) the personnel assigned to the mandate as well as the cost of the annual salaries and the qualifications of each of its members, for purposes of remuneration, must be accepted by the client prior to the beginning of the carrying out of the mandate ;

(b) for purposes of establishing the hourly rate, the forest engineer must utilize the cost of the basic annual salary which is actually paid to each of the members of his staff divided by 1 680.

The maximum admissible hourly rate for each of the members of the staff is limited to the result obtained in utilizing the following formula :

$$\text{MHR} = \text{ASG} \div 45\text{H}$$

where the following symbols mean :

i. "MHR" : the maximum hourly rates admissible with rounding to the nearest 0,05 \$ ;

ii. "ASG" : the maximum annual salary that the Government pays its employees in an equivalent category as established in *Directive 10-77* issued by the Conseil du trésor ;

iii. "H" : the number of hours in the normal working week of the government employee of an equivalent category.

Professionals, other than forest engineers, who are on the staff of the forest engineer and whose participation in the project is approved by the client, shall be subject to the same hourly rate as the forest engineer ;

(c) the principal and the executive engineers are paid according to set hourly rates as long as they provide services which are specific to the project. They may only be paid in such capacity if they carry out assignments that are normally within the scope of technical staff.

For remuneration purposes, only one principal shall be permitted for a given project.

The hourly rate of the executive forest engineers shall be equal to the maximum hourly rate of the senior forest engineer increased by 100%.

The hourly rate of the principal shall be obtained by increasing by 20% the hourly rate of the executive forest engineer.

The number of hours, to the nearest half-hour, devoted by the forest engineer and his personnel to each mandate must be duly registered each day.

For the purposes of the application of the percentage increases contemplated in subsection 2, the totals paid to the principal and the executive engineer shall be excluded.

### 55. Stipulated-price basis :

(1) The stipulated-price basis shall be based on the payment of a lump sum negotiated between the client and the forest engineer which is to be evaluated by employing an estimate of the number of hours necessary to the carrying out of the mandate based on the rate prescribed under the hourly basis.

(2) The contract-sum basis may be applied to consulting services, preliminary studies and special services with respect to the project ; it may also be applied to the preparation of preliminary and final plans and specifications and to services during construction.

(3) In every case where this method is utilized, the mandate assigned must be explicit and precise with respect to the anticipated results and with respect to the methodology employed in carrying it out.

### 56. Combined basis :

(1) The combined basis consists in determining fees according to 2 elements : an element which is a function of real salaries and which is structured in the same manner as the hourly basis described in section 54 except for the percentage of increase which remains fixed at 75% ; and, a second element which is based on either a percentage of the final estimate of the cost of works or a mutually agreed-upon lump sum. It may apply to all engineering works which come within the competence of forest engineers in accordance with the Forest Engineers Act (R.S.Q., c. I-10).

(2) The fees shall cover the services described in sections 49 and 50 and paragraphs *a* and *b* of section 51 ; they are expressed in the following manner :

$$F = 1,75 \text{ (CS)} - P$$

where the following symbols mean :

- (a) "F" : total fees ;
- (b) "CS" : the cost of salaries as defined in section 54 ;
- (c) "P" : the sum obtained by applying the percentages prescribed in Table II.

(3) Table II shows the percentages that apply when the combined basis is employed.

**Table II**

### PERCENTAGE OF THE ESTIMATED COST OF WORKS

Estimated cost of works in 1 000 \$	Fees in addition to the cost of salaries $\times 1,75$
From 0 to 150	1,2% of the estimated cost of works
From 150 to 300	1 800 \$ plus 1,0% of the next 150 000
From 300 to 800	3 300 \$ plus 0,95% of the next 500 000
From 800 to 2 000	7 800 \$ plus 0,85% of the next 1 200 000
From 2 000 to 5 000	18 000 \$ plus 0,75% of the next 3 000 000
From 5 000 to 10 000	40 500 \$ plus 0,70% of the next 5 000 000
From 10 000 to 15 000	75 500 \$ plus 0,65% of the next 5 000 000
More than 15 000	108 000 \$ plus 0,60% of the balance of the cost.

(4) The final estimate of the cost of works shall signify the evaluation of the total cost of the works projected, based on the cost, the estimated quantities and the unit prices in force at the time that final plans and specifications are approved by the client and accepted by him.

If the client provides the labour or materials at less than market prices or if used materials are utilized, the cost shall be that of all materials and labour necessary to complete the project as it would have been if all materials employed had been new and if all labour had been paid at the market prices at the time that the project was ordered.

The final estimate of the total cost of works shall not include :

- (a) the cost of acquiring premises ;
- (b) the cost of displacements of public or private utilities carried out by their respective owners ;
- (c) the fees and defined expenditures of the forest engineer, the land-surveyors, experts and other consultants ;



(d) the cost of surveys, performance trials, analysis and supervision of materials ;

(e) the cost of structures or other specialized works for which the preparation of plans, specifications and estimates were conferred to other specialists or to the client's personnel.

(5) After approval of the final plans and specifications, if the client wishes to not continue the works, the sum of the fees obtained by applying the percentages in Table II shall be limited to 80% in order to take into account the absence of services during construction.

(6) When resident field service is demanded by the client, such service shall be paid according to the hourly basis. In such case, the sum of fees obtained by applying the percentages in Table II shall also be limited to 80%.

**57. Method of payment :** The forest engineer shall be paid following the monthly submission of his fee account according to the progress of the mandate, except in the case where the combined basis applied whereupon the fees shall be paid as follows :

(a) for the element of fees relating to the cost of salaries, the forest engineer shall be paid following the monthly submission of his account of fees in accordance with the hours actually completed ;

(b) for the element of fees relating to the percentage estimate of the cost of the works, the forest engineer shall receive 25% of the fees prescribed for such element at the time of the approval of the preliminary plans and specifications in addition to the balance at the time of the approval of the final plans and specifications ; however, if the project is delayed substantially by the client, a partial payment may be made on a *pro rata* basis according to the progress of the mandate.

**58. Expenditures :** The expenditures authorized by the client and concerning the printing of plans and specifications, travel, the maintenance and moving of the families of the forest engineer's personnel may be reimbursed in conformity with the decisions of the Conseil du trésor.

However, the forest engineer must provide at this cost for each of the stages up to 5 copies of every plan and specification printed on opaque paper for the purposes of the approval of sketches, preliminary plans and specifications and final plans and specifications. For purposes of calls for tenders and construction, he must also provide at his cost one copy of the final plans on sensitized film as well as one copy of the final specifications which shall be capable of being reproduced.

Expenditures for telephone, telex, postage and other communication expenses shall not be reimbursed.

For resident field services, the forest engineer shall be reimbursed for expenditures authorized by the client for the furnishing and maintenance of the office facilities in the field and for the coverage of special risks encountered, upon submission of vouchers.

When the hourly basis is used, technical support services that the forest engineer obtains outside his firm, with the authorization of the client, shall be reimbursed according to their cost, upon presentation of vouchers.

**59. Expert consultants :** Expenditures with respect to the hiring by the forest engineer of expert consultants within the framework of the carrying out of his mandate shall be reimbursed by the client at their cost value increased by 10%, upon submission of vouchers. When it has been agreed upon by the forest engineer and the client that such hiring will be on a shared-cost basis, the client shall only reimburse that portion which is chargeable to him.

However, the reimbursement of such expenditures shall be conditional on the client's written acceptance of such hiring and the said acceptance must be communicated to the forest engineer before the latter retains such services.

**60. Data processing :** When the hourly basis is employed, expenditures with respect to the use of data processing equipment shall be reimbursed in the manner described below after prior acceptance of the utilization of such equipment by the client :

(a) the cost of the salaries of the forest engineer's technical personnel assigned to a project for the purposes of data storage, gathering, processing and interpretation shall be reimbursed in accordance with the hourly basis described in section 54 ;

(b) the cost of utilizing the data processing equipment assigned to the carrying out of the mandate, located at the forest engineer's place of business shall be reimbursed, increased by 25%, upon submission of vouchers and account being taken of its effective utilization with respect to the assigned mandate ;

(c) similarly, the cost of utilizing a data processing centre outside the forest engineer's firm shall be reimbursed with an increase of 25% upon submission of vouchers and account being taken of its effective utilization with respect to the assigned mandate ;

(d) expenditures reimbursable within the framework of data processing services shall not include the cost of preparing programmes, of analyses, and of programme charges nor other data processing development and support costs unless there is a specific provision in the con-

tract between the forest engineer and the client, such provision being supported by a precise and complete definition of the mandate assigned the forest engineer in this regard.

**61. Photogrammetry and other professional support services :** In the case of general works which are remunerated in accordance with the hourly or combined basis, outside services of photogrammetry and other professional activities, supporting those of the forest engineer, shall be reimbursed to the latter at their cost value. However, the utilization of such services shall be conditional upon the written and prior approval of the client.

**62. Conditions respecting salaries and personnel :** When the forest engineer employs the services of a person who is not paid by him, the client shall reimburse to the forest engineer, upon submission of vouchers, the salary received by such person from his employer taking into account section 54.

No increase in the salary paid to a member of the personnel of the forest engineer shall be allowed for overtime without the client's written authorization.

**63. Cooperation of the client :** The client must provide the forest engineer with the following plans and information except when the client has specifically asked the latter to provide certain of them as part of his services under section 48 :

(a) a precise survey of the location showing the public services serving it together with the other installations ;

(b) exact plans and other pertinent data concerning the existing buildings or works which have an effect on works to be carried out ;

(c) any information he has which might have an effect on the works to be carried out ;

(d) one copy of every submission and every contract for the works for which the forest engineer is responsible and one copy of every payment certificate and every final billing concerning the works, in cases where such documents are not prepared by the forest engineer.

**64. Cancellation of the mandate :** If the mandate assigned to the forest engineer is cancelled or deferred by the client, in whole or in part, the forest engineer shall thereupon be paid proportionally to the progress of the works concerning the services for which he has mandated, upon submission of vouchers.

**65. Miscellaneous :** The client may inspect and verify the time and salary registers and the expenditures of the

forest engineer at any time convenient to the 2 parties. The forest engineer must at such time provide all the assistance necessary to facilitate such inspections or verifications.

Any hiring of a forest engineer by the client must form the subject of a contract.

## **DIVISION V APPRAISER SERVICES**

**66.** For the purposes of this Tariff, the professional services provided by an appraiser may be classified, for fee purposes, according to the general divisions described in sections 67 to 72.

**67. Consultant services :** Consultant services may include consultations, advice, expert reports within the framework of studies for the purposes of financing, taxation, the setting of rental rates for immoveables, in organizing services or procedures of appraisal and the interpretation of data and information which allow conclusions and specialized recommendations to be derived.

**68. Appraisal services :** Services of appraisal consist of formulating in all matters a duly motivated opinion of the value of an immovable property or right, and in matters of expropriation that of a moveable or immovable property or right ; these services are provided with the framework of a procedure undertaken by the client for acquisition by mutual agreement or by the expropriation of moveable and immovable property and consist of :

(a) performing the research in order to establish the statistical data which determine the basic value for each project ;

(b) performing an investigation of the expropriated party or the owner of the immovable and performing a visual inspection of the site and the implications of acquisition ;

(c) supplying any preliminary or final appraisal requested by the client within the time limit allowed ;

(d) for this last purpose, utilizing all recognized and usable techniques according to the case under consideration giving the pertinent reasons for the choice of such method or methods ;

(e) ensure that the appraisals so prepared cover the principal indemnity as well as the accessory indemnity, where applicable, and that each of these indemnities be perfectly apportioned ;

(f) estimating, in cases where an accessory indemnity is recommended, only those specific damages which may be precisely measured and enumerating other damages, establishing the reasons which prohibit their estimation ;

(g) suggesting to the client any solution likely to diminish the cost of the project of acquisition without injuring in any way the expropriated party.

**69. Negotiation services :** Negotiation services consist of proceeding with all desirable diligence in the negotiation of the appraisal first submitted by the client, upon receipt of instructions to that effect ; this includes also :

(a) the preparation of reports to the client stating the new facts which have arisen during negotiations and which affect the appraisal previously approved ;

(b) in the case of negotiations which are entrusted by mandate and which are not followed by a regulation, the preparation of a report noting the areas of possible agreement as well as the amounts concerned, and litigious points as well appropriate recommendations directing, if necessary, these cases to the Expropriation Tribunal.

**70. Services of representation :** The services or representation consist of the preparation by the appraiser, on the client's instructions, of any necessary report within the time limit allowed for any case which must be heard by the Expropriation Tribunal, and of his appearance before the Tribunal on prescribed dates. This also includes, if the possibility of an agreement exists at this point outside the Expropriation Tribunal, providing assistance to the client in order to arrive at an agreement and a detailed report of the facts leading to this agreement.

**71. Methods of payment of fees :** For Tariff purposes, there are 2 methods to determine fees :

- (a) hourly basis ;
- (b) stipulated price basis.

Only one method may be used for a given service. However some mandates associated with the same project may be paid according to different methods and are the subject of different sections within the same contract.

## **72. Hourly basis :**

(1) The hourly basis shall be based on the payment of salaries of the members of the personnel of the appraiser called upon to work in carrying out the mandate. The cost of salaries is increased by a percentage to take indirect costs and profit into account.

(2) The hourly basis may be applied to all services of the appraiser, in which case, the fees are established on the following basis :

(a) on the first portion of 50 000 \$ of the cost of salaries or part thereof, the percentage increase is 125 ;

(b) on the second portion of 50 000 \$ of the cost of salaries or part thereof, the percentage increase is 110 ;

(c) on any portion of the cost of salaries exceeding 100 000 \$, the percentage increase is 100.

(3) The means of implementing the hourly basis shall be the following :

(a) the personnel assigned to the mandate as well as the cost of the annual salaries and the qualifications of each of its members, for purposes of remuneration, must be accepted by the client prior to the beginning of the carrying out of the mandate ;

(b) for purposes of establishing the hourly rate, the appraiser must utilize the cost of the basic annual salary which is actually paid to each of the members of his staff divided by 1 680.

The maximum admissible hourly rate for each of the members of the staff is limited to the result obtained in utilizing the following formula :

$$\text{MHR} = \text{ASG} \div 45 \text{ H}$$

where the following symbols mean :

- i. "MHR" : the maximum hourly rates admissible with rounding to the nearest 0,05 \$ ;
- ii. "ASG" : the maximum annual salary that the Government pays its employees in an equivalent category as established in *Directive 10-77* issued by the Conseil du trésor ;
- iii. "H" : the number of hours in the normal working week of the government employee of an equivalent category.

Professionals, other than appraisers who are on the staff of the appraiser and whose participation in the project is approved by the client, shall be subject to the same hourly rate as the appraiser ;

(c) the principal and the executive appraiser paid according to set hourly rates as long as they provide services which are specific to the project. They may only be paid in such capacity if they carry out assignments that are normally within the scope of technical staff.

For remuneration purposes, only one principal shall be permitted for a given project.

The hourly rate of the executive appraiser be equal to the maximum hourly rate of the senior appraiser increased by 100%.

The hourly rate of the principal shall be obtained by increasing by 20% the hourly rate of the executive appraiser.

The number of hours, to the nearest half-hour, devoted by the appraiser and his personnel to each mandate must be duly registered each day.

For the purposes of the application of the percentage increases contemplated in subsection 2, the totals paid to the principal and the executive appraiser shall be excluded.

### **73. Stipulated-price basis :**

(1) The stipulated-price basis shall be based on the payment of a lump sum negotiated between the client and the appraiser which is to be evaluated by employing an estimate of the number of hours necessary to the carrying out of the mandate based on the rates prescribed under the hourly basis.

(2) The stipulated-price basis may be applied to any appraiser service except those services described in section 69, which shall be remunerated according to the hourly basis.

(3) In every case where this method is utilized, the mandate assigned must be explicit and precise with respect to the anticipated results and with respect to the methodology employed in carrying it out.

**74. Method of payment :** The appraiser shall be paid following the monthly submission of his fee account according to the progress of the mandate.

**75. Expenditures :** The expenditures authorized by the client and concerning the printing of reports, travel and the maintenance and moving of the families of the appraiser's personnel may be reimbursed in conformity with the decision of the Conseil du trésor. However, the appraiser must provide at his cost up to 10 copies of the reports.

Expenditures for telephone, telex, postage and other communication expenses shall not be reimbursed.

When the hourly basis is used, technical support services that the appraiser obtains outside his firm, with the authorization of the client, shall be reimbursed according to their cost, upon presentation of vouchers.

**76. Expert consultants :** Expenditures with respect to the hiring by the appraiser of expert consultants within the framework of the carrying out of his mandate shall be

reimbursed by the client at their cost value increased by 10%, upon submission of vouchers. When it has been agreed upon by the appraiser and the client that such hiring will be on a shared-cost basis, the client shall only reimburse that portion which is chargeable to him.

However, the reimbursement of such expenditure shall be conditional on the client's written acceptance of such hiring and the said acceptance must be communicated to the appraiser before the latter retains such services.

**77. Data processing :** When the hourly basis is employed, expenditures with respect to the use of data processing equipment shall be reimbursed in the manner described below after prior acceptance of the utilization of such equipment by the client :

(a) the cost of the salaries of the appraiser's technical personnel assigned to a project for the purposes of data storage, gathering, processing and interpretation shall be reimbursed in accordance with the hourly basis described in section 72 ;

(b) the cost of utilizing the data processing equipment assigned to the carrying out of the mandate, located at the appraiser's place of business shall be reimbursed, increased by 25%, upon submission of vouchers and account being taken of its effective utilization with respect to the assigned mandate ;

(c) similarly, the cost of utilizing a data processing centre outside the appraiser's firm shall be reimbursed with an increase of 25% upon submission of vouchers and account being taken of its effective utilization with respect to the assigned mandate ;

(d) expenditures reimbursable within the framework of data processing services shall not include the cost of preparing programmes, of analyses, and of programme charges nor other data processing development and support costs unless there is a specific provision in the contract between the appraiser and the client, such provision being supported by a precise and complete definition of the mandate assigned the appraiser in this regard.

**78. Conditions respecting salaries and personnel :** When the appraiser employs the services of a person who is not paid by him, the client shall reimburse to the appraiser, upon submission of vouchers, the salary received by such person from his employer taking into account section 72.

No increase in the salary paid to a member of the personnel of the appraiser shall be allowed for overtime without the client's written authorization.

**79. Cooperation of the client :** The client must provide the appraiser with any pertinent information he has which might have an effect on the works to be carried out.

**80. Cancellation of the mandate :** If the mandate assigned to the appraiser is cancelled or deferred by the client, in whole or in part, the appraiser shall thereupon be paid proportionally to the progress of the works concerning the services for which he was mandated, upon submission of vouchers.

**81. Miscellaneous :** The client may inspect and verify the time and salary registers and the expenditures of the appraiser at any time convenient to the 2 parties. The appraiser must at such time provide all the assistance necessary to facilitate such inspections or verifications.

Any hiring of an appraiser by the client must form the subject of a contract.

## **DIVISION VI URBANIST SERVICES**

**82.** For the purposes of this Tariff, the professional services provided by an urbanist may be classified, for fee purposes, according to the general divisions described in sections 83 to 87.

**83. Consultant services :** Consultant services may include consultations, advice, expert reports, estimates, inspections or other services concerning site analysis, the localization of space for a particular use, the evaluation and interpretation of data and information which allow conclusions and specialized recommendations to be derived.

**84. Preliminary studies :** Preliminary studies are the services which establish the basis for the preparation of plans and specifications for a project which in the opinion of the client requires such studies ; this includes research, exploration, surveys of physical aspects, site studies, analysis of conditions or of several alternative plans including economic studies, studies of operating costs, or of other subjects of a similar nature which must serve as a basis for the conclusions or recommendations with respect to the start-up of a specific project.

**85. Plans and programmes :** The plans and programmes include the preparation and the presentation by the urbanist of technical documents such as land utilization surveys, drainage basin limits, geomorphological and topographical studies, programmes of socio-economic investigation, the collecting and analysis of demographic data, studies of the potential for development, studies of

traffic patterns, analysis of recreation sites, the establishment of programmes of community infrastructure and equipment investment, the concept of the development of industrial commercial, institutional, recreational and residential sectors.

These plans and programmes are to be submitted to the client for his comments and approval after which they are utilized in the preparation of the plans for development, the regulations which apply thereto and the ensuing investment programmes.

The preparation of these documents may be based on information furnished directly by the client, or on the results of preliminary studies approved by the client when section 84 applies.

**86. Services for applying plans and programmes :** The services for applying plans and programmes include :

(a) office services which are :

- i. consultant services to the client on the problems of implementing the recommendations endorsed within the framework of the development plan, the application of the regulations and the preparation and execution of the ensuing programmes ;
- ii. the study of the dossiers constituted by the client for the attraction of business and industry, of new housing projects, for development projects, the creation or parking areas, the opening of parks or play areas, amendments to the regulations and other current affairs ;
- iii. correspondence with respect to these services ;
- iv. the preparation of sketches, specific plans, texts of regulations and technical reports ;

(b) non-resident services field services which are :

- i. periodic visits to city-hall or to the client's office by the urbanist or his representative to ensure the progress of the works, their execution and the application of recommended measures ;
- ii. consultant services to the client and technical assistance in meetings with government departments, or bodies, Crown corporations and private corporations ;
- iii. study sessions with municipal officers, managers, engineers, advocates, building inspectors, recreation directors and with other urbanists ;

(c) resident field services which are :

- i. the assigning of resident personnel who devote all of their working time to technical consultant services necessary for the execution of the project, field inspections, progress reports and reports with respect to the logical progression of the project ;
- ii. specific inquiries and surveys with municipal personnel or with personnel from the private sector ;
- iii. meetings with the representatives of the bodies directly involved in the project ;
- iv. recommendations with respect to the carrying out of studies and works ;
- v. the training of the client's personnel subsequently assigned to carrying out operations with respect to the project.

**87. Special services with respect to a project :** Special services with respect to a project concern all supplementary work which the client may request in writing with respect to the project for which the urbanist is responsible ; this includes in particular :

- (a) the coordination of the work of other consultants or other participants with respect to the project ;
- (b) the preparation of descriptive and estimated specifications ;
- (c) the preparation of programmes of study and research for specific projects which arise from the principal project and are the subject of recommendations ;
- (d) the search for personnel and specialists able to undertake responsibility for certain sectors of these studies ;
- (e) the analysis and the synthesis of the reports and studies performed in order to prepare the overall report consolidating the sectional studies.

**88. Methods of payment of fees :** For Tariff purposes, there are 2 methods to determine fees :

- (a) hourly basis ;
- (b) stipulated price basis.

Only one method may be used for a given service. However some mandates associated with the same project may be paid according to different methods and are the subject of different sections within the same contract.

**89. Hourly basis :**

(1) The hourly basis shall be based on the payment of salaries of the members of the personnel of the urbanists called upon to work in carrying out the mandate ; the cost

of salaries is increased by a percentage to take indirect costs and profit into account.

(2) The hourly basis may be applied to all services of the urbanist, in which case, the fees are established on the following basis :

- (a) on the first portion of 50 000 \$ of the cost of salaries or part thereof, the percentage increase is 125 ;
- (b) on the second portion of 50 000 \$ of the cost of salaries or part thereof, the percentage increase is 110 ;
- (c) on any portion of the cost of salaries exceeding 100 000 \$, the percentage increase is 100.

(3) The means of implementing the hourly basis shall be the following :

(a) the personnel assigned to the mandate as well as the cost of the annual salaries and the qualifications of each of its members, for purposes of remuneration, must be accepted by the client prior to the beginning of the carrying out of the mandate ;

(b) for purposes of establishing the hourly rate, the urbanist must utilize the cost of the basic annual salary which is actually paid to each of the members of his staff divided by 1 680.

The maximum admissible hourly rate for each of the members of the staff is limited to the result obtained in utilizing the following formula :

$$\text{MHR} = \text{ASG} \div 45\text{H}$$

where the following symbols mean :

- i. "MHR" : the maximum hourly rates admissible with rounding to the nearest 0,05 \$ ;
- ii. "ASG" : the maximum annual salary that the Government pays its employees in an equivalent category as established in *Directive 10-77* issued by the Conseil du trésor ;
- iii. "H" : the number of hours in the normal working week of the government employee of an equivalent category.

Professionals, other than urbanists, who are on the staff of the urbanists and whose participation in the project is approved by the client, shall be subject to the same hourly rate as the urbanists ;

(c) the principal and the executive urbanist are paid according to set hourly rates as long as they provide services which are specific to the project. They may only be paid in such capacity if they carry out assignments that are normally within the scope of technical staff.

For remuneration purposes, only one principal shall be permitted for a given project.

The hourly rate of the executive urbanist shall be equal to the maximum hourly rate of the senior urbanist increased by 100%.

The hourly rate of the principal shall be obtained by increasing by 20% the hourly rate of the executive urbanist.

The number of hours, to the nearest half-hour, devoted by the urbanist and his personnel to each mandate must be duly registered each day.

For the purposes of the application of the percentage increases contemplated in subsection 2, the totals paid to the principal and the executive urbanist shall be excluded.

#### **90. Stipulated price basis :**

(1) The stipulated-price basis shall be based on the payment of a lump sum negotiated between the client and the urbanist which is to be evaluated by employing an estimate of the number of hours necessary to the carrying out of the mandate based on the rates prescribed under the hourly basis.

(2) The stipulated-price basis may be applied to any urbanist service.

(3) In every case where this method is utilized, the mandate assigned must be explicit and precise with respect to the anticipated results and with respect to the methodology employed in carrying it out.

**91. Method of payment :** The urbanist shall be paid following the monthly submission of his fee account according to the progress of the mandate.

**92. Expenditures :** The expenditures authorized by the client and concerning the printing of plans and reports, travel and the maintenance and moving of the families of the urbanist's personnel may be reimbursed in conformity with the decisions of the Conseil du trésor. However, the urbanist must provide at his cost up to 10 copies of the plans and reports.

Expenditures for telephone, telex, postage and other communication expenses shall not be reimbursed.

When the hourly basis is used, technical support services that the urbanist obtains outside his firm, with the authorization of the client, shall be reimbursed according to their cost, upon presentation of vouchers.

**93. Expert consultants :** Expenditures with respect to the hiring by the urbanist of expert consultants within the framework of the carrying out of his mandate shall be reimbursed by the client at their cost value increased by

10%, upon submission of vouchers. When it has been agreed upon by the urbanist and the client that such hiring will be on a shared-cost basis, the client shall only reimburse that portion which is chargeable to him.

However, the reimbursement of such expenditures shall be conditional on the client's written acceptance of such hiring and the said acceptance must be communicated to the urbanist before the latter retains such services.

**94. Data processing :** When the hourly basis is employed, expenditures with respect to the use of data processing equipment shall be reimbursed in the manner described below after prior acceptance of the utilization of such equipment by the client :

(a) the cost of the salaries of the urbanist's technical personnel assigned to a project for the purposes of data storage, gathering, processing and interpretation shall be reimbursed in accordance with the hourly basis described in section 89 ;

(b) the cost of utilizing the data processing equipment assigned to the carrying out of the mandate, located at the urbanist's place of business shall be reimbursed, increased by 25%, upon submission of vouchers and account being taken of its effective utilization with respect to the assigned mandate ;

(c) similarly, the cost of utilizing a data processing centre outside the urbanist's firm shall be reimbursed with an increase of 25% upon submission of vouchers and account being taken of its effective utilization with respect to the assigned mandate ;

(d) expenditures reimbursable within the framework of data processing services shall not include the cost of preparing programmes, of analyses, and of programme charges nor other data processing development and support costs unless there is a specific provision in the contract between the urbanist and the client, such provision being supported by a precise and complete definition of the mandate assigned the urbanist in this regard.

**95. Conditions respecting salaries and personnel :** When the urbanist employs the services of a person who is not paid by him, the client shall reimburse to the urbanist, upon submission of vouchers, the salary received by such person from his employer taking into account section 89.

No increase in the salary paid to a member of the personnel of the urbanist shall be allowed for overtime without the client's written authorization.

**96. Cooperation of the client :** The client must provide the urbanist with any pertinent information he has which might have an effect on the works to be carried out.

**97. Cancellation of the mandate :** If the mandate assigned to the urbanist is cancelled or deferred by the client, in whole or in part, the urbanist shall thereupon be paid proportionally to the progress of the works concerning the services for which he was mandated, upon submission of vouchers.

**98. Miscellaneous :** The client may inspect and verify the time and salary registers and the expenditures of the urbanist at any time convenient to the 2 parties. The urbanist must at such time provide all the assistance necessary to facilitate such inspections or verifications.

Any hiring of an urbanist by the client must form the subject of a contract.

## **DIVISION VII LAND SURVEYOR SERVICES**

**99.** The provisions of this Division shall be applicable by the departments and government agencies in the case of government contracts, despite any other provision of another regulation.

For the purposes of this Tariff, professional services provided by a land surveyor may be classified, for fee purposes, in accordance with the general divisions described in sections 100 to 102.

**100. Consultant services :** Consultant services may include consultations, advice, expert reports, estimates, inspections, opinions and other services regarding the compilation, analysis, appraisal, interpretation of data, titles, registrations, plans, cadastres, photogrammetry documents and other professional information from which specialized conclusions and recommendations may be formed.

**101. Technical services :** Technical services include the following elements :

- (a) preparation of work ;
- (b) research for documents needed to carry out the mandate ;
- (c) the realization of the work ;
- (d) the composition of the various documents inherent to the mandate ;
- (e) the registration or submission in due form of the documents necessitating such a procedure.

**102. Special services with respect to the project :** Special services with respect to a project concern all supplementary work requested in writing by the client with respect to the project for which the land surveyor is responsible ; these include, in particular, appearance in court as an expert witness or the preparation necessary for such an appearance.

**103. Methods of payment of fees :** For Tariff purposes, there are 2 methods of fee payment :

- (a) hourly basis ;
- (b) stipulated price basis.

Only one of these methods may be used for a given service. However, some mandates associated with the same project may be paid according to different bases and form the subject of different clauses within the same contract.

### **104. Hourly basis :**

(1) The hourly basis shall be based on the payment of salaries of the members of the personnel of the land surveyor called upon to work in carrying out the mandate. The cost of salaries is increased by a percentage in order to take indirect costs and profit into account.

(2) The hourly basis may be applied to all land surveyors services, in which case, the fees are established on the following basis :

- (a) on the first portion of 50 000 \$ of the cost of salaries or part thereof, the percentage increase is 125 ;
- (b) on the second portion of 50 000 \$ of the cost of salaries or part thereof, the percentage is 110 ;
- (c) on any portion of the cost of salaries exceeding 100 000 \$, the percentage increase is 100.

(3) The means of implementing the hourly basis shall be the following :

- (a) the personnel assigned to the mandate as well as the cost of the annual salaries and the qualifications of each of its members, for purposes of remuneration, must be accepted by the client prior to the beginning of the carrying out of the mandate ;
- (b) for purposes of establishing the hourly rate, the land surveyor must utilize the cost of the basic annual salary which is actually paid to each of the members of his staff divided by 1 680.



The maximum admissible hourly rate for each of the members of the staff is limited to the result obtained in utilizing the following formula :

$$\text{MHR} = \text{ASG} \div 45\text{H}$$

where the following symbols mean :

- i. "MHR" : the maximum hourly rates admissible with rounding to the nearest 0,05 \$ ;
- ii. "ASG" : the maximum annual salary that the Government pays its employees in an equivalent category as established in *Directive 10-77* issued by the Conseil du trésor ;
- iii. "H" : the number of hours in the normal working week of the government employee of an equivalent category.

Professionals, other than land surveyors, who are on the staff of the land surveyor and whose participation in the project is approved by the client, shall be subject to the same hourly rate as the land surveyors ;

(c) the principal is paid according to set hourly rates as long as he provides services which are specific to the project. He may only be paid in such capacity if he carries out assignments that are normally within the scope of technical staff.

For remuneration purposes, only one principal shall be permitted for a given project. In addition, the principal shall only be paid in such capacity for a total number of hours not exceeding 10% of the hours which the whole of the staff puts into the project.

The hourly rate of the principal shall be obtained by increasing by 140% the maximum hourly rate provided for the class of land surveyor to which he belongs due to experience.

For the purposes of the application of the percentage increases referred to in subsection 2, the amounts paid to the principal are not included ;

(d) a staff member of the land surveyor assigned to the mandate, who exercises, as part of a technical team, a function whose description does not correspond with that of the function of technician as defined by the Conseil du trésor, shall be paid according to the fixed hourly rate established in the equivalence tables approved by the Conseil du trésor.

The chainman, assistant technician, rodman, instrument holder, lumberjack and labourer are paid according to the fixed hourly rates established in the equivalence tables approved by the Conseil du trésor.

For the purposes of the application of the percentage increases referred to in subsection 2, the sums paid to such staff are not included ;

(e) the contract must specify the types of functions to be classed among the technical staff of land surveyors as well as the number of employees per function assigned to the mandate.

The land surveyor shall not be paid in this manner if he carries out such tasks normally assigned to technical staff. He shall therefore be paid according to the equivalence tables defined by the Conseil du trésor for the functions carried out.

The client may specify in writing, before the beginning of the works, that a land surveyor who belongs to a technical team may only be paid in this capacity for a total number of hours not exceeding a percentage of the hours which the technical staff as a whole puts into the project ;

(f) the land surveyor is paid without the percentage increase for staff who are eligible therefor, and according to the rates determined by the Conseil du trésor, in the case of staff paid a fixed hourly rate, for any period of forced inactivity resulting from poor weather conditions while a technical team is away from its place of business ;

(g) for temporary staff of the land surveyor assigned to the mandate and normally paid on an hourly basis by the land surveyor, payment is made to such staff on the basis of the hourly rate limited however, to the maximum hourly rate established in paragraph b, to which is added 4% for vacation pay ; in this case, if holidays come up during the execution of the mandate, the land surveyor may charge them if he pays the salary to the employee for the said holidays.

For temporary staff of the land surveyor assigned to the mandate and normally paid on a weekly basis by the land surveyor, the payment is made on the basis of the hourly rate obtained by dividing the weekly salary by the number of hours worked by the employee. This hourly rate is limited however to the maximum hourly rate established in paragraph b.

In such cases, all provisions of the hourly basis are applicable ;

(h) the number of hours, to the nearest half-hour, worked by the land surveyor and his staff for each mandate must be duly registered daily.

When the hourly basis is used, the sums earned in the chronological order in which they appear must be taken into account when determining the applicable percentage increase. In such case, the cost of salaries of the staff paid the fixed hourly rate equals 50% of the fees provided for such staff.

**105. Stipulated price basis :**

(1) The stipulated price basis shall be based on the payment of a lump sum that corresponds with the sum required in a tender or a sum determined by the client using the previously established rates. The lump sum is arrived at by estimating the number of hours needed to accomplish the mandate on the basis of the rates provided for in the hourly basis and it may also include the evaluation of the costs of utilization of specialized instruments.

(2) The stipulated price basis may be applied to consultant and technical services provided by a land surveyor.

(3) In every case where this basis is utilized, the mandate assigned must be explicit and precise with respect to the anticipated results and with respect to the methodology employed in carrying it out.

(4) Unless tenders established on a stipulated price basis have been obtained, photogrammetry services shall be remunerated according to the schedule of production costs approved by the Conseil du trésor.

**106. Method of payment :** The land surveyor shall be paid following the monthly submission of his fees account according to the progress of the mandate.

**107. Expenditures :** Expenditures authorized by the client, concerning the printing of plans, reports and other documents may be reimbursed in accordance with the conditions provided for in the contract. However, the land surveyor must provide at his expense, the originals of the plans, reports and other documents.

Telephone, telex, postage and other communication expenses are not reimbursed. However, under special circumstances telephone expenses may be reimbursed if they are authorized by the Conseil du trésor.

Expenditures respecting travel and the support and moving of the families of the land surveyor's staff may be reimbursed if they are authorized by the Conseil du trésor. Expenditures authorized by the client concerning travel done by the land surveyor's staff in the framework of the mandate may be reimbursed in accordance with the instructions issued by the Conseil du trésor. In such a case, when the method of remuneration used is the hourly basis, the time spent travelling is fully chargeable during regular working hours, and up to and including, outside of regular working hours, a maximum of 3 hours per day of travel.

Where travel between the land surveyor's place of business and the work site is authorized by the client, travel expenses are reimbursed according to the lesser of the following costs :

(a) travel expenses of the staff, including cost of salaries during hours of travel, between the land surveyor's place of business and the work site ;

(b) lodging expenses during the stay of the staff on or near the work site.

For resident services on the project site, the land surveyor is reimbursed for the expenses, authorized by the client for the furnishing and maintenance of the installation of offices on the site, but not including the furnishing and maintenance of telephone installations, and for the coverage of special risks encountered, upon submission of vouchers.

When the hourly basis is used, the services of technical staff which the land surveyor procures outside of his study, with the authorization of the client, are reimbursed according to their costs, upon presentation of vouchers, limited however, to sums arrived at by the application, to such services, of the hourly basis described in section 104.

**108. Expert consultants :** Expenditures with respect to the hiring, by the land surveyor of expert consultants within the framework of the carrying out of his mandate, shall be reimbursed by the client at their cost value increased by 10%, upon submission of vouchers. When it has been agreed upon by the land surveyor and the client that such hiring will be on a shared-cost basis, the client shall only reimburse that portion which is chargeable to him.

However, the reimbursement of such expenditures shall be conditional on the client's written acceptance of such hiring and the said acceptance must be communicated to the land surveyor before the latter retains such services.

**109. Specialized instruments and data processing :** When the hourly basis is employed, expenditures with respect to the use of specialized instruments and data processing equipment shall be reimbursed in the manner described below after prior acceptance of the utilization of such equipment by the client :

(a) the salaries of the surveyor's technical staff assigned to a project in order to operate a specialized instrument or data processing equipment, shall be reimbursed according to the hourly basis described in section 104 or by the stipulated price basis described in section 105 ;

(b) the cost of utilizing the data processing equipment shall only be reimbursed if the client judges that the mandate given to the land surveyor justifies the use of such equipment ;

(c) only the cost of utilization of the types of specialized instruments and data processing equipment determined in *Directive 10-77* issued by the Conseil du trésor may be reimbursed, and on the condition that such instruments and equipment be identified in the contract ;

(d) the cost of utilization of specialized instruments and data processing equipment shall be reimbursed in accordance with the hourly rates determined by the Conseil du trésor for a number of payable hours, established by using the following formula :

$$PH = OH \times B$$

where the following symbols mean :

- i. "PH" : the number of payable hours for the utilization of specialized instruments or data processing equipment, to the nearest half-hour ;
- ii. "OH" : the number of hours during which the operator of the specialized instrument or data processing equipment operates the instrument or equipment ;
- iii. "B" : the bill of time payable, which shall be defined by the Conseil du trésor.

**110. Conditions respecting salaries and staff :** Where the land surveyor employs the services of a person who is not paid by him, the client shall reimburse to the land surveyor, upon submission of vouchers, the salary received by such person from his employer, taking into account section 104.

No increase in salary paid to a member of the land surveyor's staff shall be allowed for overtime, without the written authorization of the client.

**111. Cooperation of the client :** The client must provide the land surveyor with pertinent information he has which could have an effect on the work to be carried out.

**112. Cancellation of the mandate :** If the mandate assigned to the land surveyor is cancelled or deferred by the client, in whole or in part, the land surveyor shall thereupon be paid proportionally to the progress of the works concerning the services for which he was mandated, upon submission of vouchers.

**113. Miscellaneous :** The client may inspect and verify the technical documents related to the mandate, the time and salary registers and the expenditures of the land surveyor at any time convenient to the 2 parties. The land surveyor must at such time provide all the assistance necessary to facilitate such inspections or verifications.

Any hiring of a land surveyor by the client is subject to a contract which must contain :

(a) a clause stipulating that the request for payment resulting from the execution of the contract remunerated on an hourly basis may be subject to verification by the Comptroller of Finance who, for such purpose, has all the provisions prescribed in the Act respecting public inquiry commissions (R.S.Q., c. C-37), including that one of taking cognizance of and examining all registers and documents which he deems useful for such verification ;

(b) a clause stipulating that the contract cannot be transferred in part or in whole.

## DIVISION VIII ACCOUNTANT'S SERVICES

**114.** For the purposes of this Tariff, professional services provided by an accountant may be classified for fee purposes according to the specialities listed under the category for accounting as determined in *Directive 4-78* issued by the Conseil du trésor.

**115. Methods of payment of fees :** For Tariff purposes, there are 2 methods for the payment of fees :

- (a) hourly basis ;
- (b) stipulated price basis.

Only one of those methods may be used for a given service. The stipulated price basis is used when tenders are called for and the hourly basis is used in all other instances.

### **116. Hourly basis :**

(1) The hourly basis is based on the payment of salaries of the accountant's staff members called upon to work in carrying out the mandate. The cost of salaries is increased by a percentage in order to take indirect costs and profit into account.

(2) The hourly basis may be applied to all accounting services ; remuneration is established on the following basis :

(a) for professional and technical staff, the increase in salary cost is 125 ;

(b) for the head accountant's staff, the increase in salary cost is 150.

(3) The means of implementing the hourly basis is as follows :

(a) the staff assigned to the mandate as well as the cost of the annual salaries and the qualifications of each of its members for remuneration purposes must be accepted by the client prior to the beginning of the carrying out of the mandate ;

(b) the staff assigned to the mandate must meet the eligibility requirements for one of the categories listed in *Directive 10-77* issued by the Conseil du trésor ;

(c) for purposes of establishing the hourly rate, an accountant must use the cost of the basic annual salary which is actually paid to each of the members of his staff, or the income for the previous year if the basic salary for the present year is lower than the income for the preceding year, divided by 1 680.

The maximum admissible hourly rate for each of the staff members is limited to the result obtained by using the following formula :

$$\text{MHR} = \text{ASG} \div 45\text{H}$$

where the following symbols mean :

i. "MHR" : the maximum hourly rated admissible rounded to the nearest 0,05 \$ ;

ii. "ASG" : the maximum annual salary paid by the Government to its employees in an equivalent category ; the equivalence shall be determined by *Directive 10-77* issued by the Conseil du trésor ;

iii. "H" : the number of hours in the normal working week of a government employee in an equivalent category.

Professionals, other than accountants, who are on an accountant's staff and whose participation in the project is approved by the client, shall be subject to the same hourly rate as determined by *Directive 10-77* issued by the Conseil du trésor ;

(d) the senior partner and the head accountant are paid according to a fixed hourly rate as long as they provide services specifically related to the project. They may only be paid in such capacity if they carry out assignments normally within the scope of technical staff.

The hourly rates for the senior partner and the head accountant are determined by *Directive 10-77* issued by the Conseil du trésor.

The number of hours, to the nearest half-hour, devoted to each mandate by an accountant and his staff must be recorded daily.

The time devoted to the mandate by any person on the accountant's staff who does not meet the eligibility requirements for one of the categories listed in the classification determined in *Directive 10-77* issued by the Conseil du trésor may not be charged.

For the purposes of the application of the percentage increases listed in subsection 2, the total sums paid to the senior partner and the head accountant are not included.

#### **117. Stipulated price basis :**

(1) The stipulated price basis shall be based on the payment of a lump sum, agreed to by the client and his accountant. The lump sum is evaluated by using an estimate of the number of hours necessary to carry out the mandate based on the rates prescribed under the hourly basis ; in calls for tenders, lump sum remuneration corresponds to the amount stated in the tender.

(2) If this method is used, the mandate assigned must be explicit and precise with respect to the anticipated results and the methodology employed in carrying it out.

**118. Method of payment :** The accountant is paid following the monthly submission of his fee account according to the progress of the mandate.

**119. Expenses :** The expenditures related to travel and basic living expenses incurred by the accountant's staff may be reimbursed in accordance with the *Règles sur les frais de déplacement du personnel engagé à honoraires* (c. A-6, r.17).

Telephone, telex, postage and other communication expenses are not reimbursed unless specific authorization is given by the Conseil du trésor.

When the hourly basis is used, technical support services an accountant obtains outside his firm, with the authorization of the client, shall be reimbursed according to their cost, upon presentation of vouchers ; however, reimbursement is limited to the amount obtained by applying the hourly basis described in section 116 to such services.

**120. Expert consultants :** Expenditures with respect to the hiring by an accountant of expert consultants for the carrying out of his mandate shall be reimbursed by the client according to their costs increased by 10%, upon submission of vouchers.

However, the reimbursement of such expenditures shall be conditional on the client's written acceptance of such hiring and the acceptance must be communicated to the accountant before the latter retains such services.

**121. Data processing :** When the hourly basis is employed, expenditures with respect to the utilization of data processing equipment are reimbursed in the manner described below after prior acceptance of the utilization of the equipment by the client :

(a) the cost of the salaries of the accountant's technical staff assigned to a project for the purposes of data storage, gathering, processing and interpretation is reimbursed in accordance with the hourly basis described in section 116 ;

(b) the cost plus 25% of using data processing equipment located at the accountant's place of business to carry out the mandate shall be reimbursed upon submission of vouchers and account being taken of its actual utilization with respect to the assigned mandate ;

(c) similarly, the cost plus 25% of using a data processing centre outside the accountant's firm shall be reimbursed upon submission of vouchers and account being taken of its actual utilization with respect to the assigned mandate ;

(d) reimbursable expenditures for data processing services shall not include the cost of preparing programmes, of analyses, and of programme charges nor other data processing development and support costs unless there is a specific provision in the contract between the accountant and the client ; the provision being supported by a precise and complete definition of the mandate assigned the accountant in this regard.

**122. Conditions respecting salaries and staff :** No increase in the salary paid to a member of the accountant's staff is allowed for overtime without the client's written authorization.

**123. Cooperation of the client :** The client must provide the accountant with any pertinent information he has which might have an effect on the works to be carried out.

**124. Cancellation of the mandate :** If the mandate assigned to an accountant is cancelled or deferred by the client, in whole or in part, the accountant shall thereupon be paid proportionally to the progress of the works concerning the services for which he was mandated, upon submission of vouchers.

**125. Miscellaneous :** A contract must be drawn up when an accountant is hired by a client and it must include :

(a) a clause stipulating the transfer of the copyright to the client ;

(b) a clause stipulating that any payment request with respect to the carrying out of the contract, payment for which is on an hourly basis, may be audited by the Comptroller of Finance who is invested with all the powers prescribed in the Act respecting public inquiry commissions (R.S.Q., c. C-37), including the right to consult and examine any records or documents he considers necessary for the audit ;

(c) a clause stipulating that the whole contract or part of it may not be transferred to anyone else.

## **DIVISION IX ACTUARIAL SERVICES**

**126.** For the purposes of this Tariff, professional services provided to the Government by the actuary may be classified for fee purposes according to the specialities listed under the category concerning actuaries as determined in *Directive 4-78* issued by the Conseil du trésor.

**127. Method of payment of fees :** For Tariff purposes, there are 2 methods of payment of fees :

(a) hourly basis ;

(b) stipulated price basis.

Only one of those methods may be used for a given service. The stipulated price basis is used if tenders are called for and the hourly basis is used in all other instances.

### **128. Hourly basis :**

(1) The hourly basis is based on the payment of salaries of the members of an actuary's staff called upon the work in carrying out the mandate. The cost of salaries is increased by a percentage to take indirect costs and profit into account.

(2) The hourly basis may be applied to all actuarial services ; remuneration is established on the following basis :

(a) for professional and technical staff, the increase in salary cost is 125 ;

(b) for "fellow senior" staff, the increase in salary cost is 150.

(3) The means of implementing the hourly basis is as follows :

(a) the personnel assigned to the mandate as well as the cost of the annual salaries and the qualifications of each of its members, for purposes of remuneration, must be accepted by the client prior to the beginning of the carrying out of the mandate ;

(b) the staff assigned to the mandate must meet the eligibility requirements for one of the categories prescribed in *Directive 10-77* issued by the Conseil du trésor ;

(c) for purposes of establishing the hourly rate, an actuary must use the cost of the basic annual salary which is actually paid to each of the members of his staff, or the income for the previous year if his basic salary for the present year is lower than his income for the preceding year, divided by 1 680.

The maximum admissible hourly rate for any staff member is limited to the result obtained by using the following formula :

$$\text{MHR} = \text{ASG} \div 45\text{H}$$

where the following symbols mean :

i. “MHR” : the maximum hourly rate admissible rounded to the nearest 0,05 \$ ;

ii. “ASG” : the maximum annual salary paid by the Government to its employees of an equivalent category, as determined in *Directive 10-77* issued by the Conseil du trésor ;

iii. “H” : the number of hours in the normal working week of a government employee in an equivalent category.

Professionals, other than actuaries who are on the actuary's staff and whose participation in the project is approved by the client, shall be subject to the hourly rate determined in *Directive 10-77* issued by the Conseil du trésor ;

(d) senior partners and partners are paid according to set hourly rates as long as they provide services which are specific to the project. They may only be paid in such capacity if they carry out assignments that are normally within the scope of technical staff.

The hourly rates for a senior partner and a partner are determined in *Directive 10-77* issued by the Conseil du trésor.

The number of hours, to the nearest half-hour, devoted by the actuary and his personnel to each mandate must be registered each day.

The time devoted to the mandate by any person on the actuary's staff who does not meet the eligibility require-

ments for one of the categories listed in the classification determined in *Directive 10-77* issued by the Conseil du trésor may not be charged.

For the purposes of the application of the percentage increases listed in subsection 2, the total amount paid the senior partner and the partner is not included.

### **129. Stipulated-price basis :**

(1) The stipulated-price basis shall be based on the payment of a lump sum agreed to by the client and an actuary which is to be evaluated by employing an estimate of the number of hours necessary to the carrying out of the mandate based on the rates prescribed under the hourly basis. In calls for tenders, lump sum remuneration corresponds to the amount stated in the tenders.

(2) If this method is used, the mandate assigned must be explicit and precise with respect to the anticipated results and with respect to the methodology employed in carrying it out.

**130. Method of payment :** An actuary is paid following the monthly submission of an account of his fees, according to the progress of the mandate.

**131. Expenditures :** Expenditures authorized by the client related to travel and basic living expenses incurred by the actuary's staff may be reimbursed in accordance with the *Règles sur les frais de déplacement du personnel engagé à honoraires* (c. A-6, r.17).

Expenditures for telephone, telex, postage and other communication expenses shall not be reimbursed, unless specific authorization is given by the Conseil du trésor.

When the hourly basis is used, technical support services an actuary obtains outside his firm, with the authorization of the client, shall be reimbursed according to their cost, upon presentation of vouchers ; however, this is limited to the amount obtained by applying the hourly basis described in section 128 to such services.

**132. Expert consultants :** Expenditures with respect to the hiring by an actuary of expert consultants for the carrying out of his mandate shall be reimbursed by the client at their cost value increased by 10%, upon submission of vouchers.

However, the reimbursement of such expenditures shall be conditional on the client's written acceptance of such hiring and the said acceptance shall be communicated to the actuary before the latter retains their services.

**133. Data processing :** When the hourly basis is employed, expenditures with respect to the use of data processing equipment shall be reimbursed in the manner described below after prior acceptance of the utilization of the equipment by the client :

(a) the cost of the salaries of an actuary's technical personnel assigned to a project for the purposes of data storage, gathering, processing and interpretation shall be reimbursed in accordance with the hourly basis described in section 128 ;

(b) the cost plus 25% of utilizing data processing equipment located at an actuary's place of business to carry out the mandate shall be reimbursed, upon submission of vouchers and account being taken of its actual utilization with respect to the assigned mandate ;

(c) similarly, the cost plus 25% of utilizing a data processing center outside an actuary's firm is reimbursed upon submission of vouchers and account being taken of its actual utilization with respect to the assigned mandate ;

(d) reimbursable expenditures with respect to data processing services shall not include the cost of preparing programmes, of analyses, of programme changes or other data processing development and support costs unless there is a specific provision in the contract between an actuary and the client that is supported by a precise and complete definition of the mandate assigned to actuary in this regard.

**134. Conditions respecting salaries and staff :** No increase in the salary paid to a member of the actuary's staff is allowed for overtime without the client's written authorization.

**135. Cooperation of the client :** The actuary's client must provide him with any pertinent information he has which might have an effect on the works to be carried out.

**136. Cancellation of the mandate :** If the mandate assigned to an actuary is cancelled or deferred by the client, in whole or in part, the actuary is thereupon paid proportionally to the progress of the works concerning the services for which he was mandated, upon submission of vouchers.

**137. Miscellaneous :** A contract must be drawn up when an actuary is hired by a client and it must include :

(a) a clause stipulating the transfer of the copyright to the client ;

(b) a clause stipulating that any payment requests with respect to the carrying out of the contract on an hourly basis may be audited by the Comptroller of Finance who is invested with all the powers prescribed in the Act respecting public inquiry commissions (R.S.Q., c. C-37), including the right to consult and examine any records or documents he considers necessary for the audit ;

(c) a clause stipulating that the contract may not be transferred to anyone else.

**SCHEDULE 1**  
(s. 12)

**EQUIVALENCE WITH GOVERNMENT CATEGORIES OR EMPLOYMENT**

**ARCHITECTS**

Classification	Experience	Employment group*	Category	Level	Annual salary on 1-07-77	Hourly rate** on 1-07-77
Architects						
— Senior	10 years and over	109	I	6	29 802 \$	20,35 \$
— Intermediate	5 to 9 years	109	II	8	25 255	17,25
— Junior	3 to 4 years	109	III	3	17 561	12,00
— Trainee	1 to 2 years	109	Trainee	4	15 434	10,55
Technicians and Draftsmen						
— Senior	10 years and over	263	Principal	3	19 012	12,05
— Intermediate	5 to 9 years	263	Nominal	8	14 044	8,90
— Junior	1 to 4 years	263	Nominal	4	11 762	7,45
Technical Assistant	—	212	Nominal	6	9 640	6,10

\* Employment group No. 109: Architects  
No. 263: Public Works Technicians  
No. 212: Laboratory Assistants

\*\* On a basis of 32½ hours per week for professional staff and 35 hours per week for technicians and assistants, for 45 weeks per year.

*Amended in French* C.T. 113146, G.O.II, 1978, p. 5543  
C.T. 114976 G.O.II, 1978, p. 6511 et 6725  
C.T. 122601, G.O. II, 1979, p. 7001  
C.T. 124200, G.O.II, 1980, p. 1747



**SCHEDULE 2**  
(s. 32)

**EQUIVALENCE WITH GOVERNMENT CATEGORIES OF EMPLOYMENT**

**ENGINEERS**

Classification	Experience	Employment group*	Category	Level	Annual salary on 1-07-77	Hourly rate** on 1-07-77
Engineers						
— Senior	10 years and over	118	I	6	29 802 \$	20,35 \$
— Intermediate	5 to 9 years	118	II	8	25 255	17,25
— Junior	1 to 4 years	118	III	7	17 561	12,00
Technicians and Draftsmen						
— Senior	10 years and over	263	Principal	3	19 012	12,05
— Intermediate	5 to 9 years	263	Nominal	8	14 044	8,90
— Junior	1 to 4 years	263	Nominal	4	11 762	7,45
Technical Assistant	—	212	Nominal	6	9 640	6,10

\* Employment Group No. 118: Engineers  
No. 263: Public Works Technicians  
No. 212: Laboratory Assistants

\*\* On a basis of 32½ hours per week for professional staff and 35 hours per week for technicians and assistants, for 45 weeks per year.

*Amended in French* C.T. 113146, G.O.II, 1978, p. 5543  
C.T. 114976, G.O.II, 1978, p. 6511 et 6725  
C.T. 122601, G.O.II, 1979, p. 7001  
C.T. 124200, G.O.II, 1980, p. 1747

**SCHEDULE 3**  
(s. 54)

**EQUIVALENCE WITH GOVERNMENT CLASSES OF EMPLOYMENT**  
**FOREST ENGINEERS**

Classification	Experience	Employment group*	Category	Level	Annual salary on 1-07-77	Hourly rate** on 1-07-77
Forest Engineers						
— Senior	10 years and over	119	I	6	29 802 \$	20,35 \$
— Intermediate	5 to 9 years	119	II	8	25 255	17,25
— Junior	1 to 4 years	119	III	7	17 561	12,00
Technicians and Draftsmen						
— Senior	10 years and over	263	Principal	3	19 012	12,05
— Intermediate	5 to 9 years	263	Nominal	8	14 044	8,90
— Junior	1 to 4 years	263	Nominal	4	11 762	7,45
Technical Assistant	—	212	Nominal	6	9 640	6,10

\* Employment Group No. 119: Forest Engineers  
No. 263: Public Works Technicians  
No. 212: Laboratory Assistants

\*\* On a basis of 32½ hours per week for professional staff and 35 hours per week for technicians and assistants, for 45 weeks per year.

*Amended in French* C.T. 113146, G.O.II, 1978, p. 5543  
C.T. 114976, G.O.II, 1978, p. 6511 et 6725  
C.T. 122601, G.O.II, 1979, p. 7001  
C.T. 124200, G.O.II, 1980, p. 1747

**SCHEDULE 4**  
(s. 72)

**EQUIVALENCE WITH GOVERNMENT CATEGORIES OF EMPLOYMENT**  
**CHARTERED APPRAISERS**

Classification	Experience	Employment group*	Category	Level	Annual salary on 1-07-77	Hourly rate** on 1-07-77
Chartered Appraisers						
— Senior	10 years and over	111	I	6	28 824 \$	19,70 \$
— Intermediate	5 to 9 years	111	II	8	23 373	16,00
— Junior	1 to 4 years	111	III	7	16 551	11,30
— Trainee	—	—	—	—	14 896	10,20
— Student	—	—	—	—	11 586	7,90
Technicians and Draftsmen						
— Senior	10 years and over	263	Principal	3	19 012	12,05
— Intermediate	5 to 9 years	263	Nominal	8	14 044	8,90
— Junior	1 to 4 years	263	Nominal	4	11 762	7,45
Technical Assistant	—	212	Nominal	6	9 640	6,10

\* Employment Group No. 111: Administration Specialists  
No. 263: Public Works Technicians  
No. 212: Laboratory Assistant

\*\* On a basis of 32½ hours per week for professional staff and 35 hours per week for technicians and assistants, for 45 weeks per year.

*Amended in French C.T. 113416, G.O.II, 1978, p. 5543*  
*C.T. 114976, G.O.II, 1978, p. 6511 et 6725*  
*C.T. 122601, G.O.II, 1979, p. 7001*  
*See French Text C.T. 124200, G.O.II, 1980, p. 1747*

# SCHEDULE 5

(s. 89)

## EQUIVALENCE WITH GOVERNMENT CATEGORIES OF EMPLOYMENT

### URBANISTS

Classification	Experience	Employment group*	Category	Level	Annual salary on 1-07-77	Hourly rate** on 1-07-77
Urbanists						
— Senior	10 years and over	105	I	6	29 934 \$	20,45 \$
— Intermediate	5 to 9 years	105	II	8	25 488	17,40
— Junior	1 to 4 years	105	III	7	17 318	11,85
Technicians and Draftsmen						
— Senior	10 years and over	263	Principal	3	19 012	12,05
— Intermediate	5 to 9 years	263	Nominal	8	14 044	8,90
— Junior	1 to 4 years	263	Nominal	4	11 762	7,45
Technical Assistant	—	212	Nominal	6	9 640	6,10

\* Employment Group No. 105: Socio-economic Research and Planning Officers

No. 263: Public Works Technicians

No. 212: Laboratory Assistants

\*\* On a basis of 32½ hours per week for professional staff and 35 hours per week for technicians and assistants, for 45 weeks per year.

Amended in French C.T. 113416, G.O.II, 1978, p. 5543  
C.T. 114976, G.O.II, 1978, p. 6511 et 6725  
C.T. 122601, G.O.II, 1979, p. 7001

See French Text C.T. 124200, G.O.II, 1980, p. 1747

**SCHEDULE 6**

*See French Text C.T. 124501, G.O.II, 1980, p. 1451*

**SCHEDULE 7**

*See French Text C.T. 124501, G.O.II, 1980, p. 1451*

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O.C. 2270-77, (1977) 109 O.G.II, 3729  
T.B. 107901, (1977) 109 O.G.II, 6997  
O.C. 566-80, (1980) 112 G.O.II, 1187  
O.C. 3487-80, (1980) 112 G.O.II, 4607



c. A-6, r.31

## **Tariff of fees for professional services provided to the Government by advocates or notaries**

Financial Administration Act  
(R.S.Q., c. A-6)

### **DIVISION I GENERAL PROVISIONS**

**1.** This Tariff is made under section 49 of the Financial Administration Act (R.S.Q., c. A-6).

**2.** Unless stipulated otherwise in an Act or a regulation, this Tariff applies to the departments and agencies whose budget is voted by the National Assembly.

**3.** In this Tariff, unless the context indicates otherwise, the following words mean :

(a) « advocate » : a member of the Barreau du Québec who is in private practice as a professional advocate ;

(b) « client » : a department or an agency subject to this Tariff ;

(c) « mandate » : all the services entrusted to an advocate or notary, the consideration as well as the terms and conditions of carrying out the said services in a document signed by the parties ;

(d) « notary » : a member of the Chambre des notaires du Québec who is in private practice as a professional notary.

**4.** For the purposes of this Tariff, the professional services provided by an advocate or notary are those recognized by the Minister of Justice and for which a mandate is assigned by the Minister of Justice or with his special or general authorization by the client within the meaning of the Regulation respecting government service contracts (c. A-6, r.8). This authorization relates to the choice of the advocate or notary assigned to the mandate, as well as to his qualifications and to the tariff of his fees.

### **DIVISION II METHODS OF PAYMENT OF FEES**

**5.** For Tariff purposes, there are 2 methods for payment of fees, namely :

(a) hourly basis ;

(b) stipulated price basis.

Only one of these methods may be used for a given service.

**6.** (1) The hourly basis may be applied to all the services of advocates or notaries and is based on the payment of the fees of each advocate or notary authorized to work on carrying out the mandate.

(2) The terms and conditions of application of the hourly basis method are the following :

(a) the advocate or notary assigned to the mandate must meet the criteria of eligibility for one of the classes contemplated in the classification appearing in Schedule 1 ;

(b) unless expressly authorized by the Conseil du trésor, the maximum hourly tariff allowable for each advocate or notary is limited to the tariff appearing in Schedule 1.

(3) The number of hours, to the nearest half-hour, devoted by the advocate or notary to each mandate must be duly registered every day.

**7.** (1) The stipulated price basis is based on the payment of a lump sum agreed to by the client and the advocate or notary which is evaluated by using an estimate of the number of hours necessary to carry out the mandate based on the rates prescribed for the hourly basis method.

(2) In every case where this basis is used, the mandate assigned must be explicit and precise with respect to the anticipated results and the method of execution.

**8.** The advocate or notary is paid following the monthly submission of his statement of fees according to the progress of the mandate and the said statement must be approved by the Minister of Justice before payment.

**9.** Expenditures authorized by the client and dealing with the travel and living expenses of the advocate or notary may be reimbursed in accordance with the *Règles sur les frais de déplacement du personnel engagé à honoraires* (c. A-6, r.17).

**10.** Expenditures relating to the hiring by the advocate or notary of expert consultants within the framework of his mandate are reimbursed by the client according to their costs and upon presentation of vouchers.

However, the reimbursement of such expenditures is conditional on the client's written acceptance of such hiring and of the tariff of fees and the said acceptance must be communicated to the advocate or notary before the latter hires their services.

**11.** The client must provide the advocate or notary with the information he needs to accomplish his mandate.

**12.** If the mandate assigned to the advocate or notary is cancelled or deferred, in whole or in part, by the client, the advocate or notary is then paid in proportion to the progress of the work respecting the services for which he was commissioned, upon presentation of vouchers.

### SCHEDULE 1

(s. 6)

#### CLASSIFICATION, ELIGIBILITY AND MAXIMUM ALLOWABLE FEES

<i>Classification</i>	<i>Eligibility</i>	<i>Maximum remuneration</i>
Class 1	Have practised 0 to 5 years since obtaining the full right to practise the profession	35 \$/h
Class 2	Have practised 5 to 10 years since obtaining the full right to practise the profession	
Class 3	Have practised more than 10 years since obtaining the full right to practise the profession	75 \$/h



c. A-7, r.1

## **Regulation respecting financial assistance to an adopter**

Adoption Act  
(R.S.Q., c. A-7, s. 41)

### **DIVISION I INTERPRETATION**

**1.** In this Regulation, unless the context indicates otherwise, the words following mean :

(a) “adopter” : an adopter within the meaning of section 3 of the Adoption Act (R.S.Q., c. A-7) ;

(b) “social service centre” : a social service centre within the meaning of the Act respecting health services and social services (R.S.Q., c. S-5) ;

(c) “foster family” : a foster family within the meaning of the Act respecting health services and social services.

### **DIVISION II ELIGIBILITY FOR FINANCIAL ASSISTANCE**

**2.** The financial assistance provided for in this Regulation may be granted by the Minister of Social Affairs to a person who has lodged, in a foster family for at least 2 years, a child in respect of whom an application for adoption was made after 29 October 1980, in one or the other of the circumstances mentioned in section 3.

**3.** For the purposes of establishing eligibility for financial assistance, the report to assess the adopter, made by the social service centre, must in addition establish that the adoption involves one or the other of the following circumstances :

(a) the adoption of the child by another adopter would be detrimental to the child ;

(b) the child has difficulties due to a handicap or maladjustment.

### **DIVISION III COMPUTATION OF FINANCIAL ASSISTANCE**

**4.** The financial assistance is established as the amount equal to the difference between the allowances the adopter would collect for the child were the adopter still his foster

family, and the family allowances to which the adopter will be entitled, including tax credits in respect of the case and any benefits received in the form of a handicapped children’s allowance.

### **DIVISION IV DURATION AND RENEWAL OF FINANCIAL ASSISTANCE**

**5.** The financial assistance, established in accordance with Division III, is granted for 1 year from the time of placement of the child for adoption.

**6.** Where the adopter applies for assistance 60 days after the expiry of the year referred to in section 5 and with a recommendation of the examining committee establishing that the adopter meets the conditions prescribed in this Regulation for obtaining financial assistance, the financial assistance may be continued for an additional year in accordance with the terms of section 7.

Such an application may be renewed annually, if the same formalities are complied with, for up to 4 consecutive years from the initial grant of financial assistance or until the adoptee reaches 18 years of age, whichever occurs first.

**7.** Where the financial aid is continued, it is computed in accordance with Division III, but the assistance thus computed is reduced by 20% for an application made the second year, 40% the third year, 60% the fourth year and 80% the fifth year.

### **DIVISION V APPLICATION FOR AND PAYMENT OF FINANCIAL ASSISTANCE**

**8.** An application for financial assistance from the Minister of Social Affairs is made jointly by the social service centre and the adopter and filed with the Ministère des Affaires sociales.

**9.** The application must be in writing and include the report of the assessment made by the social service centre referred to in section 3. The application gives, in particular :

(a) the surname and given name of the adopter, his address, date of birth, sex, marital status and social insurance number ;

(b) the surnames and given names of any dependent children and their dates of birth.



**10.** The social service centre and the adopter, upon request by the Minister of Social Affairs or the examining committee, must provide any information, proof or documents necessary for the assessment of the application.

**11.** The file respecting an application is confidential and is subject to the rules set forth in section 31 of the Adoption Act.

**12.** The application is immediately submitted for examination and a recommendation as to its acceptability in accordance with this Regulation by an examining committee composed of 3 persons designated by the Minister of Social Affairs.

**13.** Upon the recommendation of the examining committee, the Minister of Social Affairs renders his decision and informs the social service centre and the adopter in writing of that decision.

**14.** The financial assistance is paid to the adopter through the social service centre.

#### **DIVISION VI** **MISCELLANEOUS PROVISION**

**15.** The sum necessary for the payment of any financial assistance is taken from the credits voted annually for the purpose by the National Assembly.



c. A-8, r.1

## **Regulation respecting the application of the Act respecting detective or security agencies**

An Act respecting detective or security agencies  
(R.S.Q., c. A-8, s. 11)

### **DIVISION I DEFINITIONS**

#### **1. In this Regulation :**

(a) “detective agency” means any person who, for remuneration, acts as a detective, investigates offences, gathers or supplies information on the character or behaviour of others ;

(b) “security agency” means any person who, for remuneration, provides security guard services ;

(c) “private investigator” means any person who acts as a detective, investigates offences, or gathers or supplies information on the character or behaviour of others, for or on behalf of a detective agency ;

(d) “security guard” means any person who acts as a guard or watchman for or on behalf of a security agency.

**2.** Employees of a detective or security agency who hold a permit by virtue of the Act respecting detective or security agencies (R.S.Q., c. A-8), but do not have the powers of a peace officer.

### **DIVISION II PRIVATE INVESTIGATOR OR SECURITY GUARD PERMITS**

**3.** Every person who applies for a private investigator or security guard permit shall :

- (a) be a Canadian citizen ;
- (b) be not less than 18 and not more than 70 years of age at the time of his application ;
- (c) have never been convicted of or pleaded guilty to an offence under the Criminal Code prosecuted by indictment ;

(d) have not been convicted of or pleaded guilty, during the 5 years prior to his application, to an offence under the Criminal Code punishable on summary conviction. This period may be reduced depending on the circumstances and the seriousness of the offence but shall, in no case, be less than 1 year ;

(e) have a good reputation ; and

(f) have moral qualities in keeping with the role of private investigator or security guard.

**4.** Every person who applies for a private investigator or security guard permit shall forward the following documents with his application :

(a) a recent birth certificate ;

(b) a Canadian citizenship certificate where the applicant acquired his citizenship other than by birth ;

(c) upon request, a medical certificate attesting that the applicant is physically and mentally capable of acting as private investigator or security guard ; and

(d) a non-refundable fee of 5 \$ in legal currency or by money order or certified cheque.

**5.** A private investigator or security guard permit may be renewed 15 days before the expiry thereof, upon payment of a 5 \$ fee.

**6.** Every private investigator or security guard permit that has been lost or damaged may be replaced upon payment of a 5 \$ fee.

### **DIVISION III DETECTIVE OR SECURITY AGENCY PERMITS**

**7.** Every person who applies for a detective or security agency permit, on his own behalf or on behalf of a firm or corporation, shall

(a) be a Canadian citizen ;

(b) be not less than 21 years of age ;

(c) have at least 5 years of pertinent experience in the field of investigation or security, in whatever capacity, or in a recognized police force ;

- (d) have a place of business in Québec ;
- (e) not have availed himself as debtor, during the 10 years prior to his application, of the provisions in the Code of Civil Procedure (R.S.Q., c. C-25) relative to voluntary deposits (a. 652 *et seq* C.C.P.) ;
- (f) be solvent ;
- (g) not have been adjudged bankrupt in accordance with the Bankruptcy Act (R.S.C., 1970, c. B-3) during the 10 years prior to his application ;
- (h) have never been convicted of or pleaded guilty to an offence under the Criminal Code prosecuted by indictment ;
- (i) have not been convicted of or pleaded guilty, during the 5 years prior to his application, to an offence under the Criminal Code punishable on summary conviction ; and
- (j) be the holder of a private investigator or security guard permit.

**8.** Every person who applies for a detective or security agency permit, on his own behalf or on behalf of a firm or corporation, shall furnish the following documents :

- (a) a recent birth certificate ;
- (b) upon request, a medical certificate attesting that the applicant is physically and mentally capable of managing a detective or security agency ;
- (c) a Canadian citizenship certificate, where the applicant acquired his citizenship other than by birth ;
- (d) a certified cheque, personal draft or money order in the amount of 200 \$ payable to Minister of Finance. This amount shall cover the investigation costs and is not refundable ; however, where the application is acknowledged, such amount shall be deducted from the cost of the permit ;
- (e) in the case of a corporation, a copy of its charter, with a certificate issued by the prothonotary of the Superior Court for the district where such business is carried on, attesting that it complies with the Companies and Partnerships Declaration Act (R.S.Q., c. D-1) ;
- (f) in the case of one or several persons carrying on business under a firm name, a copy of the declaration filed with the prothonotary of the Superior Court for the district where such business is carried on, in accordance with the Companies and Partnerships Declaration Act.

(g) in the case of an application for a detective agency permit, the applicant shall, in addition, furnish the following documents :

- i. a written application in duplicate, on Form 1 of this Regulation ;
- ii. a security for the amount of 5 000 \$ ;
- (h) in the case of an application for a security agency permit, the applicant shall, in addition, furnish the following documents :
  - i. a written application in duplicate, on Form 2 of this Regulation ;
  - ii. a security for the amount of 10 000 \$ ; and
  - (i) an insurance policy for an amount of 100 000 \$ for civil liability resulting from offences or quasi-offences committed by the agency or its agents.

**9.** Detective or security agency permits are issued for a one-year period expiring on 31 March of each year and are renewable annually.

These permits are issued upon payment of an annual fee of :

- (a) 400 \$ in the case of a detective agency ;
- (b) 800 \$ in the case of a security agency ; and
- (c) 1 200 \$ in the case of a detective and security agency.

Where a permit is issued after 30 September, the fees payable for the remainder of the year shall be :

- (a) 200 \$ in the case of a detective agency ;
- (b) 400 \$ in the case of a security agency ; and
- (c) 600 \$ in the case of a detective and security agency.

**10.** The securities prescribed in section 8 shall be forwarded to the Attorney-General of Québec and subsequently forwarded by the latter by trusteeship to the Minister of Finance.

**11.** The securities mentioned in this Regulation shall be in the form of a pledge or by guarantee policy in accordance with section 12 of the Public Officers Act (R.S.Q., c. E-6).

**12.** The security by guarantee policy shall be made on Form 3 annexed to this Regulation.

**13.** The representative of a detective or security agency as well as the persons acting as employees or guardians under the aforementioned Act shall not be bond to furnish the securities prescribed in this Regulation, but they shall pay an annual fee of 5 \$.

**14.** Every person who applies for renewal of an agency permit shall :

(a) furnish a list of the persons who are directly or indirectly interested in the management of the agency ;

(b) inform without delay the Attorney-General of all changes in the operation of the agency ;

(c) furnish a financial statement at the end of each operating year, except where the person requesting such renewal is already the holder or shall become the holder of a security policy issued by an insurance company ; and

(d) show that he continues to fulfill the conditions set forth in paragraphs *d, e, f, g, h, i* and *j* of section 7.

#### **DIVISION IV REGISTERS**

**15.** Every agency shall keep a register ready for inspection by any authorized representative of the Attorney-General.

**16.** Every register shall contain the following information :

(a) the name and address of each employee ;

(b) his permit number ;

(c) the expiry date of such permit ;

(d) the date of engagement ; and

(e) the date of termination of employment.

**17.** Each register shall be divided in 2 distinct parts :

(a) the first part shall contain the name of all permanent employees ;

(b) the second part shall contain the name of all temporary or supernumerary employees.

**18.** The register shall be kept at the agency's place of business in Québec. Where an agency has several branches in addition to its principal place of business, each branch shall keep a separate and distinct register.

**19.** Registers shall be continually updated and revised every month.

**20.** The agency shall, at the time of inspection of the register, furnish a certified true photocopy of such register and submit the said copy to the authorized representative of the Attorney-General.

**21.** As soon as an employee takes up his duties, the agency shall within 3 days thereof, forward to the Attorney-General a notice of employment on which shall appear :

(a) the surname and given names of the employee ;

(b) his permit number ;

(c) the expiry date of such permit ;

(d) the employee's address ;

(e) the name of the agency ; and

(f) the signature of the representative of the agency.

**22.** As soon as an employee ceases to be employed by an agency, the latter shall, without delay, furnish the Attorney-General with a notice of termination of employment on which shall appear :

(a) the surname and given names of the employee ;

(b) his permit number ;

(c) the employee's address ;

(d) his telephone number ;

(e) the reason for his departure ;

(f) the name of the agency ; and

(g) the signature of the representative of the agency.

**23.** The notices provided for in sections 21 and 22 shall be furnished on the forms prescribed for such purpose and available at the section des agences of the Sûreté du Québec, Montreal Headquarters.

#### **DIVISION V ADVERTISING**

**24.** No agency may post up signs advertising services which it does not actually offer.

**25.** Advertising brochures shall be sent to the Sûreté du Québec for information purposes.

**26.** It is strictly forbidden to mislead the public in believing, by means of advertising signs or in any other way,

that an agency enjoys exclusive or special rights granted by the Ministère de la Justice or the Sûreté du Québec.

# FORM 1

(s. 8)

## INFORMATION REQUIRED FROM ANY PERSON, PARTNERSHIP OR CORPORATION WHO INTENDS TO OPERATE A DETECTIVE AGENCY (R.S.Q., c. A-8)

1. Is the petitioner a person, partnership or corporation ?

2. Does the petitioner or the partnership or corporation which he represents, engage in the collection of other people's debts, within or outside Québec ?

3. How long have you been carrying on business as an investigator in Québec ?

4. Has a permit to act as a private investigator ever been refused, either to you or to your partnership or corporation in any country or municipality, and, if so, when and why ?

5. In the case of a person :

(a) annex to these presents, a copy certified by the prothonotary of the Superior Court in the district where you carry on business, of the declaration produced under the Companies and Partnerships Declaration Act (R.S.Q., c. D-1) ;

(b) state your occupation, age, place of birth and address in full :

6. In the case of an partnership :

(a) annex a copy certified by the prothonotary of the Superior Court in the district where you carry on business of the declaration exigible under the Companies and Partnerships Declaration Act (R.S.Q., c. D-1) ;

(b) give the name of each associate, his occupation, age, place of birth and address in full :

(c) give the address of the business office(s) of the partnership in Québec :

(d) indicate the name of the representative of the partnership, as required by section 5 of the Act respecting detective or security agencies (R.S.Q., c. A-8), his occupation, age, place of birth and address in full :

7. In the case of a corporation :

(a) annex a copy of the charter of this corporation and a copy certified by the prothonotary of the Superior Court in the district where this corporation carries on its business, attesting that it has complied with the Companies and Partnerships Declaration Act ;

(b) give the address of the business office(s) of the corporation in Québec :

(c) give the name of the representative of the corporation as required by section 5 of the Act respecting detective or security agencies, his occupation, age, place of birth and address in full :

(d) state whether the corporation is a subsidiary or is affiliated with any person, partnership or company acting as a private investigator in any other part of Canada or on foreign soil ; if so, give the name and address in full of this person, firm or company :

*Solemn Declaration to be made by the petitioner or representative of the petitioning partnership or corporation*

I, the undersigned

solemnly declare that I am the

That, to the best of my knowledge, the information given above is true.

And I make this declaration conscientiously believing it to be true and knowing that it has the same force and effect as if made under oath, under the Canada Evidence Act (R.S.C., 1970, c. E-10).

Solemnly declared before me.

at \_\_\_\_\_

this ..... day

of ..... 19...

Signature

*Notary, Commissioner for  
Oath or Justice of the  
Peace.*

## FORM 2

(s. 8)

### INFORMATION REQUIRED FROM ANY PERSON, PARTNERSHIP OR CORPORATION WHO INTENDS TO OPERATE A SECURITY AGENCY (R.S.Q., c. A-8)

1. Is the petitioner a person, partnership or corporation ?

2. Does the petitioner or the partnership or corporation which he represents, engage in the collection of other people's debts, within or outside Québec ?

3. In the case of a person :

(a) annex to these presents a copy certified by the prothonotary of the Superior Court in the district where you carry on business of the declaration produced under the Companies and Partnerships Declaration Act (R.S.Q., c. D-1) ;

(b) state your occupation, age, place of birth and address in full :

4. In the case of a partnership :

(a) annex a copy certified by the prothonotary of the Superior Court in the district where you carry on business of the declaration exigible under the Companies and Partnerships Declaration Act (R.S.Q., c. D-1) ;

(b) give the name of each associate, his occupation, age, place of birth and address in full :

(c) give the address of the business office(s) of the partnership in Québec :

(d) indicate the name of the representative of the partnership, as required by section 5 of the Act respecting detective or security agencies (R.S.Q., c. A-8), his occupation, age, place of birth and address in full :

5. In the case of a corporation :

(a) annex a copy of the charter of this corporation and a certificate of the prothonotary of the Superior Court in the district where this corporation carries on its business, attesting that it has complied with the Companies and Partnerships Declaration Act (R.S.Q., c. D-1) ;

(b) give the address of the business office(s) of the corporation in Québec :

(c) give the name of the representative of the corporation, as required by section 5 of the Act respecting detective or security agencies, his occupation, age, place of birth and address in full :

(d) state whether the corporation is a subsidiary or is affiliated with any person, firm or company acting as a private detective in any other part of Canada or on foreign soil ; if so, give the name and address in full of this person, partnership or company :

*Solemn Declaration to be made by the petitioner or  
representative of the petitioning  
partnership or corporation*

I, the undersigned \_\_\_\_\_  
solemnly declare that I am the \_\_\_\_\_

That, to the best of my knowledge, the information given above is true.

And I make this declaration conscientiously believing it to be true and knowing that it has the same force and effect as if made under oath, under the Canada Evidence Act (R.S.C., 1970, c. E-10).

Solemnly declared before me,

at \_\_\_\_\_

this ..... day

of ..... 19...

\_\_\_\_\_  
Signature

*Notary, Commissioner for  
Oath or Justice of the  
Peace.*

**FORM 3**  
(s. 12)

Security No

Sum ..... \$

KNOW ALL MEN BY THESE PRESENTS that we, ..... as principal, hereinafter called the principal, and ..... hereinafter called the Surety, are jointly and severally held and firmly bound unto Her Majesty the Queen in the right of Québec, as Obligeé, hereinafter called the Obligeé in the sum of ..... dollars (..... \$) of lawful money of Canada for which payment well and truly to be made, have jointly and severally bound ourselves and each of us, our heirs, executors, administrators, successors and assigns, firmly by these presents.

Signed and dated this ..... day of the month of ..... 19...

WHEREAS the said Principal has applied to the Attorney-General of Québec in order to obtain a permit to operate as .....

WHEREAS under Regulation respecting the application of the Act respecting detective or security agencies (R.R.Q., c. A-8, r.1) enacted according to the Act respect-

ing detective or security agencies (R.S.Q., c. A-8), the said Principal must supply to the Attorney-General a bond in the sum of ..... dollars (..... \$) to guarantee in all circumstances, not only for himself but also for his agents and employees, the perfect honest and legal accomplishment of their incumbent duties in virtue of the Act, by-laws and regulations made under its jurisdiction.

THEREFORE, the condition of the above written obligation is such that, if the said Principal pays all damages and compensation for which the said Principal becomes liable to any person as the result of or in connection with any transaction undertaken in his or its capacity as ....., by reason of a wrongful or dishonest dealing or the misappropriation or wrongful conversion of money or other property entrusted to or received as a deposit by the said Principal during the term of any agency permit held by the said Principal under the Act, from the date mentioned above, then this obligation shall be void, but otherwise it shall be and remain in full force, virtue and effect.

It is understood and agreed that this Bond will expire on 31 March 19... subject to renewal annually thereafter, at the option of the Surety, by the issuance of a continuation certificate.

PROVIDED that the total liability imposed upon the Principal or the Surety by this Bond or any renewal thereof shall in no event exceed the sum mentioned above or the amount substituted for such sum by any subsequent endorsement or continuation certificate.

FURTHER PROVIDED that if the Surety at any time gives a written notice of 2 calendar months to the Attorney-General of Québec of its intention to terminate the obligation hereby undertaken, then this obligation and all liability on the part of the Surety hereunder shall cease at the expiry of the period prescribed in the notice insofar as any act or omission on the part of the Principal subsequent to the termination of the obligation hereby undertaken is concerned, but otherwise it shall remain in full force, virtue and effect with respect to any act or omission not only on the part of the said Principal but also on the part of his agents and employees from the date hereof to the date of such termination. Notice of any claim made by virtue of this obligation shall be given to the Surety within 2 years following the date of termination of such obligation.

IN WITNESS WHEREOF, the said Principal has signed and the Surety has caused these presents to be sealed with its corporate seal attested to by the signature of its duly authorized officers, the day and year mentioned above.

.....  
*Witness*

.....  
*Principal*

.....  
*Surety*





c. A-10, r.1

## Regulation respecting travel agents

Travel Agents Act  
(R.S.Q., c. A-10)

### DIVISION I INTERPRETATION

**1. Definitions :** In this Regulation, the following words and expressions mean :

- (a) "Act" : the Travel Agents Act (R.S.Q., c. A-10) ;
- (b) "turnover" : the total amount of the sums collected or to be collected from customers by the travel agent ;
- (c) "gross income" : the total amount of the sums collected or to be collected for the account of a travel agent ;
- (d) "customer" : every person benefiting from the tourist services provided by a travel agent, excluding any direct or indirect supplier of a travel agent.

### DIVISION II CATEGORIES OF TRAVEL AGENTS

**2.** The categories of travel agents are the following :

- (a) "retail travel agent" means any person who deals directly with the public in general or members of a particular group in respect of any operation referred to in section 2 of the Act ;
- (b) "wholesale travel agent" means any person who deals indirectly with the public in general or members of a particular group through retail travel agents in respect of any operation set forth in section 2 of the Act ;
- (c) "travel consultant" means any person who is employed by a travel agent on whose behalf a person holds a licence, performing on his employer's account the operations of a travel agent on a permanent and full time basis and who collects, directly or indirectly, monies from a customer, under the responsibility of the licence holder ;
- (d) "carrier" means any carrier defined in paragraph c of section 1 of the Act who carries on the activities described in section 2 of the Act.

### DIVISION III CATEGORIES OF CARRIERS

**3.** The categories of carriers are the following :

- (a) air carriers ;
- (b) water carriers ;
- (c) railway carriers ;
- (d) road carriers effecting bus transportation ;
- (e) road carriers operating as dealers or lessors of means or systems of transport by road other than buses.

### DIVISION IV LICENCES

**4. Cost :** The cost of the licence contemplated in section 4 of the Act is fixed as follows :

- (a) retail travel agent : 100 \$ ;
- (b) wholesale travel agent : 200 \$ ;
- (c) carrier : 300 \$ ;
- (d) in the case of refusal by the Minister of Housing and Consumer Protection or cancellation of the application by the applicant, the cost for constituting the record shall be 25% of the costs indicated in paragraphs a, b or c ;
- (e) where a travel agent operates more than one establishment, the cost of a duplicate licence shall be 25% of the costs indicated in paragraphs a, b or c.

**5. Term :** The licence shall expire on 31 December following its date of issue.

**6. Qualifications of applicant :** Every person applying for a travel agent's licence must :

- (a) i. be a Canadian citizen or a landed immigrant within the meaning of the Immigration Act, 1976 (S.C., 1976-77, c.52) ;
- ii. have resided in Québec for at least 12 consecutive months prior to the date of his application ;
- iii. have resided in Québec during the term of his licence ;

iv. in the case of a person acting on behalf of an association, partnership or corporation, establish that the association, partnership or corporation that he represents has a place of business in Québec and furnish the names and addresses of the managers, directors, administrators, partners and silent partners ;

(b) i. not have been convicted of an indictable offence ;

ii. in the case of a person acting on behalf of a corporation, association or partnership, exclude without delay from the association, partnership or corporation, any manager, director, administrator, partner or silent partner who went bankrupt as a travel agent in the 5 years preceding the application or who has been convicted, by final judgment, of false pretences, forgery or fraudulent transactions relating to contracts or trade.

The subparagraph ii also applies in the case of bankruptcy or conviction of the association, partnership or corporation that carried on the activities of a travel agent and in which the person to be excluded was manager, director, administrator, partner or silent partner ;

(c) i. not have committed any offence against the Act ;

ii. in the case of a person acting on behalf of a partnership, association, corporation, also establish that the managers, directors, administrators, partners or silent partners have not committed any offence against the Act ;

(d) i. in the case of a retail travel agent, keep separate and accessible premises equipped with self-contained installations and open to the public in general without distinction ;

ii. in the case of a wholesale travel agent, maintain separate and accessible premises equipped with independent installations ;

(e) in the case of a travel agent carrying on such activity at the time of the application :

i. prove that he has carried on continuously and on a full-time basis for a period of at least 2 years the activities of a travel agent as defined in paragraph *b* of section 2 of the Act, either on his own account or for the account of a travel agent who is presently the holder of a licence issued pursuant to this Regulation ;

ii. furnish the financial statements of the last fiscal year including those of the trust account together with, in particular, a statement of finances showing the excess working capital, the whole certified by an accountant who is a member of a professional corporation recognized by the Professional Code (R.S.Q., c.C-26) ;

(f) in the case of an initial licence application :

i. show that he has carried on continuously and on a full-time basis for a period of at least 2 years, the activities of a travel agent as defined in paragraph *b* of section 2 of the Act, or of a travel consultant for the account of a travel agent who is presently the holder of a licence issued pursuant to this Regulation ;

ii. furnish financial statements up to the date of the licence application together with, in particular, a statement of finances showing the excess working capital, the whole certified by an accountant who is a member of a professional corporation recognized by the Professional Code ;

(g) i. in the case of a partnership or a person carrying on business alone under a firm name, furnish a certified true copy of the declaration referred to in articles 1834 *et seq.* of the Civil Code, the said deed dating back not more than one month from the time of the application ;

ii. in the case of a corporation, furnish a true copy of the letters patent and, where applicable, of supplementary letters patent ;

iii. in the case of a corporation, furnish a certificate of conformity dating from the last fiscal year ;

(h) have in his employment, in the capacity of travel consultant, only one or more persons who meet the following conditions :

i. be a Canadian citizen or a landed immigrant within the meaning of the Immigration Act, 1976 (S.C., 1976-77, c.52) ;

ii. be domiciled in Québec at the time of the application and during the term of the licence ;

iii. have carried on continuously and on a full time basis for a period of at least one year the activities described in paragraph *b* of section 2 of the Act ;

iv. not have been convicted of an indictable offence ;

v. not have committed any offence against the Act ;

(i) require that each travel consultant hold a travel consultant's card obtained by completing Form 2-76 of Schedule B ;

(j) open and keep a trust account in accordance with this Regulation ;

(k) undertake for the term of the licence to immediately notify the Minister in writing of any change of manager, administrator, director, partner or silent partner.

**7. Application :** Every person applying for a licence must forward his application to the Minister completed in Forms 1-76 and 2-76 of Schedules A and B. This application must be accompanied by :

(a) a certified cheque, money order or bank draft made to the order of the Minister of Finance for an amount equal to the cost of the licence ;

(b) the securities provided for in Divisions XI and XII.

**8. Application for renewal :** Every person applying for the renewal of a licence must forward his application to the Minister completed in Forms 1-76 and 2-76 of Schedules A and B. This application must be accompanied by :

(a) a certified cheque, money order or bank draft made to the order of the Minister of Finance for an amount equal to the cost of the licence ;

(b) an attestation of renewal of the security provided for in Division XI.

**9. Deadline for renewal :** Every application for renewal of a licence must be submitted not later than 31 October each year.

**10. Transfer :** The rights conferred by a licence may not be validly transferred to another person, except in cases of death or bankruptcy, or of the transfer, resignation or dismissal of the licensee.

In such cases, an application for a temporary transfer must be submitted to the Minister, together with a fee equal to 25% of the cost of the licence.

This application must meet the same requirements as those prescribed for an initial application and be drafted in Forms 1-76 and 2-76 of Schedules A and B.

**11. Displaying :** The holder of a travel agent's licence must frame his licence and display it in a conspicuous place in the office where he carries on his activities in a manner such that it is easily readable by his customers.

## **DIVISION V TRAVEL CONSULTANTS**

**12. Identification :** Every travel consultant who acts elsewhere than in the establishment of his employer must identify himself, on demand, by means of an identification card issued by the Minister.

**13. Validity :** The travel agent's card shall remain valid for as long as the travel agent's licence is in force and the

holder of the travel consultant's card is employed by the latter in this capacity.

The travel consultant's card expires on 31 December each year ; it may be renewed upon request addressed to the Minister not later than 31 October each year and must be drafted in Form 2-76 of Schedule B.

## **DIVISION VI ADVERTISING**

**14. Mention :** All forms of advertising made by a travel agent must specify, by the mention "Québec licensee" that the said travel agent or any other travel agent concerned by this advertising is the holder of a licence or represented in Québec by the holder of a licence issued by the Minister.

**15. Information :** All written or printed advertising relative to trips must include :

(a) a listing of the benefits included in the trip ;

(b) the period during which the trip may be purchased at the price advertised ;

(c) the conditions of reimbursement or non-reimbursement of the deposit, earnest or of complete settlement in cases of total or partial cancellation of the trip by the customer or the travel agent.

**16. Conditions of reimbursement :** When a deposit, earnest or a complete settlement is requested or required from the customer, the travel agent must confirm in writing to the prospective client the conditions of reimbursement or non-reimbursement of the said amounts before accepting payment thereof.

## **DIVISION VII ACCOUNTING**

**17. Bookkeeping :** The travel agent must keep books, registers and accounts related to his operations up to date and in which are indicated among other things :

(a) all the monies received by him in trust ;

(b) all disbursements made by him from his trust account ;

(c) the unused balance of the monies held by him in trust in the aggregate and separately for each customer.

**18. Receipts :**

(1) The travel agent who, directly or indirectly, collects monies from a customer, must, for each customer, acknowledge receipt of such monies by consecutive pre-numbered receipts, copies of which must be kept in numerical order for inspection purposes.

(2) These receipts must also include the following information :

- (a) the date ;
- (b) the customer's name and address ;
- (c) the amount received and the balance to be collected, where applicable ;
- (d) the description of the services rendered or to be rendered which correspond to the monies thus collected ;
- (e) the mention that such monies are collected in trust ;
- (f) the conditions of eventual reimbursement of the monies collected.

(3) The travel agent must remit a copy of the receipt mentioned in subsections 1 and 2 to each customer.

## **DIVISION VIII SPECIAL PROVISIONS**

**19. Remittance of documents :** The travel agent must provide, at least 7 days prior to departure, all documents necessary to the customer so that the latter may receive all tourist benefits in exchange for the disbursements made in his name with the travel agent, including passenger tickets for the return to the point of departure, when the latter are part of the amounts paid in advance.

Where the services of a travel agent are required less than 7 days prior to departure, the documents mentioned in the first paragraph must be remitted to the customer before the start of the trip.

**20. Notice of cancellation :** Except in the case of *force majeure*, no cancellation of a trip by a travel agent may be made without a prior notice of at least 7 days being made to the customer by the travel agent.

## **DIVISION IX TRUST ACCOUNT**

**21. Account designated :** Every travel agent must keep at all times, in Québec, in an account designated as a "trust account" and opened in a Canadian chartered bank or in another institution authorized by the laws of Canada or Québec to receive deposits, all the monies received in the carrying out of his business for the account of a cus-

tomor or received from a customer to be remitted to a third party.

**22. Deposit :** A travel agent must deposit immediately in a trust account all the monies, cheques or other instruments he receives for services rendered or to be rendered to a customer.

**23. Withdrawal conditions :** The travel agent may withdraw from the trust account only :

- (a) the monies required for the services to be rendered to a customer ;
- (b) the monies required for the disbursements to be made for the account of a customer ;
- (c) the monies required to cover disbursements and service costs incurred in the name of a customer ;
- (d) the monies required to reimburse a customer for the amounts due to him ;
- (e) the monies required to collect the gross income which is due to him, but only after the cost of the services has been paid to the person on whose account the monies were received from a customer.

**24. Method of withdrawal :** Monies withdrawn from the trust account pursuant to section 23 must be withdrawn only by cheque.

**25. Restrictions :** The monies withdrawn by a travel agent from the trust account for and in the name of the customer must in no case exceed the total of the monies held in such trust account for that customer ; the monies of a trust account shall only be used for the purposes prescribed in section 23.

**26. Lien :** The travel agent shall at all times retain his lien by means of privilege, compensation or otherwise, on the amounts deposited in trust.

**27. Signatory :** Every person to whom the Minister agrees to issue a licence must be the signatory or co-signatory of the bank operations which affect the trust account.

## **DIVISION X SECURITIES**

**28. Restrictions :** The securities prescribed in Divisions XI and XII are required to guarantee observance of the Act by a licensee or his employee for the term of the licence and in particular :

(a) for compensation, in capital, interest and cost, to any customer in whose favour judgment has been rendered against such licensee or his employee in respect of the carrying out of the mandate conferred upon them where an action has been brought by a customer against a travel agent within the 2 years which follow the formation of the mandate ;

(b) for the collection of the fines imposed under Division VII of the Act.

## **DIVISION XI INDIVIDUAL SECURITY**

### **29. Amount :**

(1) Travel agent :

(a) upon an initial application for a travel agent's licence, the amount of the security to be paid shall be 5 000 \$ for a retail travel agent and 20 000 \$ for a wholesale travel agent ;

(b) the amount of the security to be paid upon the renewal of a travel agent's licence shall be based on the turnover which appears in the financial statements required in subparagraph ii of paragraph e of section 6.

#### **RETAILER**

Turnover	Security
0 \$ @ 999 999,99 \$-	5 000 \$
1 000 000 \$ @ 1 999 999,99 \$-	10 000 \$
2 000 000 \$ @ 2 999 999,99 \$-	15 000 \$
3 000 000 \$ @ 4 999 999,99 \$-	30 000 \$
5 000 000 \$ and over	50 000 \$

#### **WHOLESALE**

Turnover	Security
0 \$ @ 999 999,99 \$-	20 000 \$
1 000 000 \$ @ 1 999 999,99 \$-	35 000 \$
2 000 000 \$ @ 2 999 999,99 \$-	50 000 \$
3 000 000 \$ @ 4 999 999,99 \$-	70 000 \$
5 000 000 \$ and over	100 000 \$

(2) Travel agent who operates more than one establishment : where a travel agent operates more than one establishment, and after the establishment or establishments have completed 2 years of operation, the security to be provided may be computed by adding the turnover of the main office and of one or more of the establishment(s) insofar as it shall comprise similar operations, either as a retailer or wholesaler, and that such operations be carried out under the same legal entity. During the first 2 years of operations, an individual security must be provided by each establishment.

In such case, the security must indicate the complete designation of the undertaking and of each establishment to be covered by such security.

(3) Carrier : the security for a carrier is fixed at 100 000 \$. However, the carriers designated in categories d and e, set forth in section 3, Division III may, if they so prefer, avail themselves of the same conditions respecting their security as those prescribed for retail or wholesale travel agents, as set forth in this section, on condition that the application for the licence is made as a retail or wholesale travel agent and not as a carrier.

### **30. Mode :** The security must be provided as follows :

(a) by an individual guarantee policy ; or

(b) in cash, by certified cheque, money order or bank draft made to the order of the Minister ; or

(c) by the deposit of a bearer-bond issued or guaranteed by the Government of Canada or of one of its provinces and whose market value is at least equal to the amount payable under section 29.

### **31. Issuance :**

(1) The security contemplated in paragraph a of section 30 shall only be issued by a company authorized to become surety under the laws of Québec.

(2) The security contemplated in paragraphs b and c of section 30 may be provided either by the applicant, or, for him, by a third party.

**32. How kept :** The security by guarantee policy shall be kept by the Minister ; the security in cash, by certified cheque, money order or bank draft or by deposit of a bond shall be kept in trust by the Minister.

### **33. Term :**

(1) Every security shall remain in force for the term of the travel agent's licence, or for as long as its liability be retained to his customers. It may be cancelled, however, following a notice of 2 months of the notification addressed to the Minister and upon written proof provided the Minister that the same notice was addressed to the travel agent concerned by registered or certified mail.

(2) Where the security was given in cash, or by certified cheque, money order or bank draft or in the form of a bond, the amount or the title shall remain in deposit and shall be effective for a period of 2 years from the date of cancellation, and, where it has been provided under another form, the security shall remain effective for a period of 2 years from the date of cancellation.

(3) Unless the notice is withdrawn, this security shall expire with respect to the person designated at the end of the deadline indicated.

(4) In the case of an action brought against a travel agent within the 2 years which follow the formation of the mandate, the security shall remain liable up to the final judgment and up to the extent of the total amount of the claims in capital, interest and costs, sent to the Minister and the fines and costs as the case may be.

### 34. Obligations :

(1) For the term of the security, in the case of an action brought against him, every travel agent must immediately deposit a copy of the action with the Minister.

(2) In the case of an action brought against a travel agent by a customer, the latter must immediately notify the Minister by depositing with him a copy of the action.

**35. Keeping in effect :** A licensee must permanently maintain, for the term of the licence, a security equal to the amount required in section 29.

**36. Return :** Where the deadlines prescribed in section 33 have expired and, where applicable, where the deadline for the appeal from a judgment has expired or a judgment has been confirmed by the highest competent court, the Minister may remit the amount of the security or the balance to the person who has provided it.

## DIVISION XII COLLECTIVE SECURITY

**37. Constitution :** In addition to the security prescribed in Division XI, every travel agent to whom the Minister agrees to issue a licence must contribute to the constitution of the fund for the collective security suited to each category of travel agents and meet the requirements prescribed in this Division.

### 38. Basic contribution :

(1) In the case of a travel agent who is already in operation at the time of the application, the contribution of each travel agent to the constitution of the collective security fund suited to its category shall vary according to the turnover of the last fiscal year which appears in the financial statements as required in Division IV and shall be established as follows :

### RETAILER

Turnover	Contribution
0 \$ @ 499 999,99 \$	750 \$
500 000 \$ @ 999 999,99 \$	1 250 \$
1 000 000 \$ @ 1 499 999,99 \$	1 750 \$
1 500 000 \$ @ 1 999 999,99 \$	2 250 \$
2 000 000 \$ @ 2 999 999,99 \$	3 000 \$
3 000 000 \$ @ 3 999 999,99 \$	4 000 \$
4 000 000 \$ @ 4 999 999,99 \$	5 000 \$
5 000 000 \$ @ 9 999 999,99 \$	7 500 \$
10 000 000 \$ and over	10 000 \$

### WHOLESALE

Turnover	Contribution
0 \$ @ 499 999,99 \$	2 500 \$
500 000 \$ @ 999 999,99 \$	5 000 \$
1 000 000 \$ @ 1 499 999,99 \$	7 500 \$
1 500 000 \$ @ 1 999 999,99 \$	10 000 \$
2 000 000 \$ @ 2 999 999,99 \$	15 000 \$
3 000 000 \$ @ 4 999 999,99 \$	20 000 \$
5 000 000 \$ @ 9 999 999,99 \$	25 000 \$
10 000 000 \$ and over	35 000 \$

(2) In the case of an initial application, the travel agent's contribution to the collective security fund suited to its category shall be established as follows :

Retail travel agent :	750 \$
Wholesale travel agent :	2 500 \$

**39. Liability :** Every travel agent shall jointly and severally participate in the collective security fund suited to its category and shall renounce to the benefit of division and discussion.

**40. Method of contribution :** The contribution to the collective security funds must be provided as follows : in cash or by certified cheque, money order or bank draft made to the order of the Minister.

**41. Supplemental contribution :** Where, following the implementation of this Regulation, the amount of the collective security fund of one of the travel agent categories is less than the total sum of the basic contributions of this category, the Minister shall notify each travel agent in writing of the category concerned of the amount of the supplemental contribution to be paid within 30 days of the issuance of the notice.

This contribution shall be established in accordance with section 38 and shall be subject to the same requirements as those prescribed in this Division.

**42. Investments :** The collective security funds may be the object of investments in accordance with the rules established in articles 981*o et seq.* of the Civil Code. The income thus generated must be paid to the collective security funds. Each of the collective security funds shall be debited the management expenses arising from it.

**43. Remittance :** A travel agent may, 2 years after he has ceased to carry out his activities in this capacity, upon a written notice forwarded to the Minister, obtain the reimbursement of his basic contribution prescribed in section 38, provided that :

(a) he was not the cause of a supplemental contribution ;

(b) he paid to the collective security fund of his category any supplemental contribution requested by the Minister for a claim which relates to the period during which he acted as a travel agent and that such claim was the object of a final judgment.

### **DIVISION XIII**

#### **METHOD OF EXECUTION OF SECURITIES**

**44.** (1) When it is necessary to have recourse to individual security, the Minister shall :

(a) notify the surety and declare the security payable when the security is provided in the form of an individual guarantee policy ; or

(b) realize the security provided in any other form.

(2) When it is necessary to have recourse to collective security funds, the Minister shall use the sums necessary to meet the settlement of the claims which are submitted to him.

### **DIVISION XIV**

#### **EXEMPTION**

**45.** The carriers contemplated in categories *a*, *b*, *c* of section 3 shall be exempt from the application of section 33 of the Act, but must provide a special security of 150 000 \$.

The carriers contemplated in categories *d* and *e* of section 3 shall avail themselves of the first paragraph only if they have required a licence as a carrier and not as a travel agent.

# **SCHEDULE A** (ss. 7, 8 and 10)



**Ministère de l'Habitation et  
de la Protection du consommateur**  
Service des agents de voyages

A L'USAGE DU BUREAU  
FOR OFFICE USE ONLY

FORMULE 1-76  
FORM 1-76

Code Géographique	Dossier	Année	Code
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## **Demande d'un permis d'agent de voyages** **APPLICATION FOR A TRAVEL AGENT'S LICENCE**

Le tout doit être envoyé à :

**Ministère de l'Habitation et  
de la Protection du consommateur**  
Service des agents de voyages  
6, de l'Université  
Québec, G1R 5G8

Mail all documents and your application to:

**Ministère de l'Habitation et  
de la Protection du consommateur**  
Service des agents de voyages  
6, de l'Université  
Québec, G1R 5G8

Art 2 de la Loi sur les agents de voyages (L.R.Q., c. A-10)

2. Une personne, association ou société agit comme agent de voyages lorsqu'elle exerce une activité à l'occasion de laquelle elle accomplit, offre ou tente d'accomplir pour le compte d'autrui l'une des opérations ci-après énumérées :

- réservation de moyens d'hébergement et délivrance de titres d'hébergement, sauf pour un hôtelier, et, sauf par un transporteur, location de places dans les moyens de transport ou délivrance de titres de transport;
- organisation de voyages individuels ou en groupe soit à forfait, soit à la commission, ou vente et fourniture de titres correspondants.

Toute association, société ou corporation qui accomplit, offre ou tente d'accomplir pour le compte de ses membres, l'une des opérations mentionnées aux paragraphes a et b est également un agent de voyage pour les fins de la présente Loi.

Section 2 of the Travel Agents Act (R.S.Q., c. A-10)

2. A person, association or partnership acts as a travel agent by carrying on an activity which involves the performance of or the offer or attempt to perform on account of a third party any operation in the following list :

- the reservation of lodging accommodations and the issue of lodging vouchers except by a hotel-keeper, and except by a carrier, the booking of passage on any means of transport or the issue of passenger tickets ;
- the organization of individual or group travel by contract or for a commission, or for the sale and provision of tickets and vouchers for such travel.

Every association, partnership or corporation which performs or offers or attempts to perform on account of its members, one of the operations mentioned in sub-paragraphs a and b of the first paragraph shall also be a travel agent for the purpose of this Act.

### **TOUS LES REQUÉRANTS REMPLISSENT CETTE PAGE** **ALL APPLICANTS MUST COMPLETE THIS PAGE**

- Répondre à toutes les questions, que vous agissiez pour votre compte personnel ou que vous représentiez une association, société ou corporation.
- Joindre à la demande de permis d'agent de voyages, les documents requis.

- Answer all questions whether you are applying on your own behalf or whether you are representing an association, partnership or a corporation.
- Attach all required documents to the application.

#### **LA PRÉSENTE DEMANDE EST FAITE:** **THIS APPLICATION IS MADE:**

①

Au nom du bureau principal  
On behalf of the main office ☐

Au nom d'un établissement  
On behalf of a branch office ☐

Date de la demande  
Date of application

jour day	mois month	année year

②

Première demande  
First application

Oui ☐

Non ☐

Renouvellement  
Renewal

Oui ☐

Non ☐

Transfert de permis  
Transfer of licence

Oui ☐

Non ☐

S'il s'agit d'un renouvellement ou d'un transfert, indiquer ici le numéro du permis actuellement en vigueur.  
If this application is for a renewal or transfer of licence, give the current licence number.

Indiquer la raison du transfert de permis:  
Indicate reason for transfer of licence:

Décès ☐ Mutation ☐ Faillite ☐ Démission ☐ Destitution ☐  
Death ☐ Transfer ☐ Bankruptcy ☐ Resignation ☐ Dismissal ☐

#### **CATEGORIES OF TRAVEL AGENTS**

The categories of travel agents are:

Les catégories d'agents de voyages sont les suivantes:

- « Agent de voyages détaillant » désigne toute personne traitant, directement avec le public en général ou avec des membres d'un groupe particulier, l'une des opérations mentionnées à l'article 2 de la Loi.
- « Agent de voyages grossiste » désigne toute personne traitant, indirectement avec le public en général ou avec des membres d'un groupe particulier, par l'intermédiaire d'agents de voyages détaillants, l'une des opérations mentionnées à l'article 2 de la Loi.
- « Conseiller en voyages » désigne toute personne qui est employée d'un agent de voyages pour le bénéfice de qui une personne détient un permis, qui effectue, pour le compte de son employeur les opérations d'un agent de voyages d'une façon permanente et à plein temps et qui perçoit directement ou indirectement des deniers d'un client sous la responsabilité du détenteur du permis.
- « Transporteur » désigne tout transporteur, tel que défini au paragraphe c) de l'article 1 de la Loi, et qui exerce les activités décrites à l'article 2 de la Loi.

a) "Retail travel agent" means any person who deals directly with the public in general or members of a particular group in respect of any operation set forth in section 2 of the Act.

b) "Wholesale travel agent" means any person who deals indirectly with the public in general or members of a particular group through retail travel agents in respect of any operation set forth in section 2 of the Act.

c) "Travel consultant" means any person who is employed by a travel agent on whose behalf a person holds a licence, performing on his employer's account the operations of a travel agent on a permanent and full time basis, and who collects, directly or indirectly, monies from a customer, under the responsibility of the licence holder.

d) "Carrier" means any carrier, as defined in paragraph c) of section 1 of the Act, and who carries out the activities described in section 2 of the Act.

③

La présente demande est faite à titre de:  
The applicant is applying as a:

Détaillant  
Retail travel agent ☐

Grossiste  
Wholesale travel agent ☐

Transporteur  
Carrier ☐

④

Est-ce que l'agent de voyages, pour le bénéfice de qui la présente demande est faite, exerce également à titre de:

Does the travel agent on whose behalf this application is made operate as a:

Détaillant  
Retail travel agent ☐

Grossiste  
Wholesale travel agent ☐

Transporteur  
Carrier ☐

Dans l'affirmative, sous quel(s) nom(s) ou raison(s) sociale(s):  
If so under what name(s) or firm name(s):

Nom Surname	
N° No.	Rue Street
Ville City	Province Province
Code postal Postal Code	Téléphone Telephone



**TOUS LES REQUÉRANTS REMPLISSENT CETTE PAGE**  
**ALL APPLICANTS MUST COMPLETE THIS PAGE**

- ⑤ Genre d'entreprise**  
**Type of undertaking**
- Particulier ☐ Association ☐ Société ☐ Corporation ☐
- Particulier: ☐ Association: ☐ Société: ☐ Corporation: ☐
- Pour les particuliers:**  
**For individuals:**  
**Ce nom est-il enregistré?**  
**Is this name registered?**
- Oui ☐ Non ☐

**a** Nom et adresse du requérant du permis  
**Name and address of applicant for licence**

Nom Surname		Prénom(s) Given name(s)	
N° No.	Rue Street		
Ville City	Province Province		
Code postal Postal Code	Téléphone Telephone		

Titre ou fonction de direction du requérant  
**Title or management position of applicant**

\_\_\_\_\_

N° d'assurance sociale  
**Social Insurance No.**

\_\_\_\_\_

Date de naissance  
**Date of birth**

\_\_\_\_\_

**e** Nom et adresse du siège social de la compagnie.  
**Name and address of company's Head Office**

Nom Name			
N° No.	Rue Street		
Ville City	Province Province		
Code postal Postal Code	Téléphone Telephone		

**f** Nom et adresse du bureau principal dans cette province si le siège social n'est pas situé au Québec.  
**Name and address of main office in this province if head office is situated outside the Province of Québec**

Nom Name			
N° No.	Rue Street		
Ville City	Province Province		
Code postal Postal Code	Téléphone Telephone		

- b** Nom et adresse du bureau pour lequel un permis d'agent de voyages est demandé.  
**Name and address of the office for which the Travel Agent's Licence is requested**

Nom Name			
N° No.	Rue Street		
Ville City	Province Province		
Code postal Postal Code	Téléphone Telephone		

- g** Noms et adresses de chacun des établissements situés dans la province de Québec.  
**Names and addresses of all branch offices in the province.**

**A**

Nom Name			
N° No.	Rue Street		
Ville City	Province Province		
Code postal Postal Code	Téléphone Telephone		

- c** Inscrivez ci-dessous l'adresse postale où vous désirez recevoir toute correspondance du Gouvernement du Québec.  
**Please indicate below the postal address where you wish to receive correspondence from the Government of Québec.**

En français ☐ En anglais ☐

Nom Name			
N° No.	Rue Street		
Ville City	Province Province		
Code postal Postal Code	Téléphone Telephone		

**B**

Nom Name			
N° No.	Rue Street		
Ville City	Province Province		
Code postal Postal Code	Téléphone Telephone		

**C**

Nom Name			
N° No.	Rue Street		
Ville City	Province Province		
Code postal Postal Code	Téléphone Telephone		

- d** Date du début des activités d'agent de voyages.  
**Starting date of activities as a travel agent**

Bureau principal  
**Main office**

\_\_\_\_\_

Etablissement A  
**Branch office A**

\_\_\_\_\_

Etablissement B  
**Branch office B**

\_\_\_\_\_

Etablissement C  
**Branch office C**

\_\_\_\_\_

Etablissement D  
**Branch office D**

\_\_\_\_\_

Etablissement E  
**Branch office E**

\_\_\_\_\_

**D**

Nom Name			
N° No.	Rue Street		
Ville City	Province Province		
Code postal Postal Code	Téléphone Telephone		

**E**

Nom Name			
N° No.	Rue Street		
Ville City	Province Province		
Code postal Postal Code	Téléphone Telephone		

ASSOCIATIONS — SOCIÉTÉS — CORPORATIONS (seulement)  
 ASSOCIATIONS — PARTNERSHIPS — CORPORATIONS (only)

- ⑥ Dans le cas d'une association, d'une société ou d'une corporation, veuillez remplir la section suivante:  
 Please complete the following section when an association, a partnership or a corporation is concerned.

Association <input type="checkbox"/>	Société <input type="checkbox"/>	Corporation <input type="checkbox"/>	Date de constitution <input type="text"/>	Province de <input type="text"/>
			Jour <input type="text"/>	Mois <input type="text"/>
			Day <input type="text"/>	Month <input type="text"/>
			Année <input type="text"/>	Year <input type="text"/>
			Capital autorisé <input type="text"/>	Capital souscrit <input type="text"/>
			Authorized capital	Capital subscribed
			Capital payé <input type="text"/>	Capital paid-up <input type="text"/>
			Paid-up capital	
			Actions ordinaires: <input type="text"/>	Common shares: <input type="text"/>
			Actions privilégiées: <input type="text"/>	Preferred shares: <input type="text"/>

Noms, prénoms et adresses des dirigeants, directeurs, administrateurs, associés ou bailleurs de fonds.

Surnames, given names and addresses of the officers, directors, partners or silent partners

Nom Surname	Prénom(s) Given name(s)
N° No.	Rue Street
Ville City	Province Province
Code postal Postal Code	Téléphone Telephone

Nom Surname	Prénom(s) Given name(s)
N° No.	Rue Street
Ville City	Province Province
Code postal Postal Code	Téléphone Telephone

Nom Surname	Prénom(s) Given name(s)
N° No.	Rue Street
Ville City	Province Province
Code postal Postal Code	Téléphone Telephone

Nom Surname	Prénom(s) Given name(s)
N° No.	Rue Street
Ville City	Province Province
Code postal Postal Code	Téléphone Telephone

Nom Surname	Prénom(s) Given name(s)
N° No.	Rue Street
Ville City	Province Province
Code postal Postal Code	Téléphone Telephone

Poste ou fonction Position or function	% de participation Total 100%	Capital souscrit Capital subscribed	Capital payé Paid-up capital

Poste ou fonction Position or function	% de participation Total 100%	Capital souscrit Capital subscribed	Capital payé Paid-up capital

Poste ou fonction Position or function	% de participation Total 100%	Capital souscrit Capital subscribed	Capital payé Paid-up capital

Poste ou fonction Position or function	% de participation Total 100%	Capital souscrit Capital subscribed	Capital payé Paid-up capital

Poste ou fonction Position or function	% de participation Total 100%	Capital souscrit Capital subscribed	Capital payé Paid-up capital

Renseignements complémentaires  
 (si nécessaire)

Other information  
 (if necessary)

PARTICULIERS (seulement) / FOR INDIVIDUALS ONLY

- ⑦ Cette section doit être remplie seulement par les particuliers, avec ou sans enregistrement de la raison sociale.  
 (This section is to be completed by individuals only, whether or not they have a registered firm name)

Le nom du requérant est-il enregistré?	Oui <input type="checkbox"/>	Non <input type="checkbox"/>	Si oui, date de l'enregistrement	Day <input type="text"/>	Month <input type="text"/>	Year <input type="text"/>	Lieu de l'enregistrement
Is the applicant's name registered?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If yes, give date of registration	Day <input type="text"/>	Month <input type="text"/>	Year <input type="text"/>	Give place of registration

TOUS LES REQUÉRANTS REMPLISSENT CETTE PARTIE / ALL APPLICANTS MUST COMPLETE THIS SECTION

- ⑧ Si d'autres raisons commerciales sont utilisées, en plus de la raison sociale sous laquelle le permis d'agent de voyages est demandé, veuillez les indiquer ici.  
 If other firm names are used in addition to the one under which the travel agent's licence is applied for, indicate them here.

Nom Name	
N° No.	Rue Street
Ville City	Province Province
Code postal Postal Code	Téléphone Telephone

Nom Name	
N° No.	Rue Street
Ville City	Province Province
Code postal Postal Code	Téléphone Telephone

Noms, prénoms et adresses des personnes faisant affaires sous cette raison sociale ou ces raisons commerciales.  
 Surnames, given names and addresses of persons doing business under this or these firm names.

Nom Surname	Prénom(s) Given name(s)
N° No.	Rue Street
Ville City	Province Province
Code postal Postal Code	Téléphone Telephone

Nom Surname	Prénom(s) Given name(s)
N° No.	Rue Street
Ville City	Province Province
Code postal Postal Code	Téléphone Telephone

**TOUS LES REQUÉRANTS REMPLISSENT CETTE PAGE**  
**ALL APPLICANTS MUST COMPLETE THIS SECTION**

**⑨ Renseignements financiers**  
**Financial information**

Date de votre année financière:  
 Dates of your fiscal year:

Du		Jour		Mois		Au		Jour		Mois	
From		Day		Month		To		Day		Month	

**(a) Durant la dernière année financière le chiffre d'affaires et le revenu brut réalisés par le bureau pour lequel le permis est demandé ont été de:**  
**During the last fiscal year the office for which a licence is being requested had total sales and gross income of:**

Chiffre d'affaires Total sales volume	Revenu brut Gross income

**(b) Noms et adresses des personnes autorisées à signer les documents concernant le compte en fiducie de l'agent de voyages.**  
**Surname(s), given name(s) and address(es) of person(s) authorized to sign all documents relating to the travel agent's trust account.**

Nom Surname	Prénom(s) Given name(s)
N° No.	Rue Street
Ville City	Province Province
Code postal Postal Code	Téléphone Telephone

Nom Surname	Prénom(s) Given name(s)
N° No.	Rue Street
Ville City	Province Province
Code postal Postal Code	Téléphone Telephone

**(d) Nom et adresse de l'institution financière où le compte en fiducie de l'agent de voyages est ouvert.**  
**Address of the financial institution managing the travel agent's trust account.**

Nom Name	
N° No.	Rue Street
Ville City	Province Province
Code postal Postal Code	Téléphone Telephone

Nom et prénom(s) du gérant de l'institution financière:  
 Manager's surname and given name(s):

--

Nom Surname	Prénom(s) Given name(s)
N° No.	Rue Street
Ville City	Province Province
Code postal Postal Code	Téléphone Telephone

Nom Surname	Prénom(s) Given name(s)
N° No.	Rue Street
Ville City	Province Province
Code postal Postal Code	Téléphone Telephone

**(c) Nom et adresse du comptable-vérificateur de l'agent de voyages**  
**Name and address of the travel agent's auditor**

Nom Surname	Prénom(s) Given name(s)
N° No.	Rue Street
Ville City	Province Province
Code postal Postal Code	Téléphone Telephone

**(e) Cautionnement**  
**Security**

Montant Amount	Mode Mode
Individuel Individual	
Collectif Collective	

S'agit-il d'un ☐ CA ☐ CGA ☐ Autre ☐ Spécifier ☐

Renseignements complémentaires (si nécessaire) / Other information (if necessary)


**RENSEIGNEMENTS PROFESSIONNELS**  
**PROFESSIONAL INFORMATION**

**⑩ Indiquez ici, s'il en existe, l'accréditation ainsi que l'année d'acceptation de la candidature aux organismes suivants:**  
**Indicate any accreditation and year accredited**

	ATA année ATA year	ATC année ATC year	AUTRE (nom) OTHER (name)	année year	AUTRE (nom) OTHER (name)	année year	AUTRE (nom) OTHER (name)	année year
Agent de voyages Travel agent (applicant)								
Bureau principal Main office								
Etablissement A Branch office A								
Etablissement B Branch office B								
Etablissement C Branch office C								
Etablissement D Branch office D								
Etablissement E Branch office E								

Indiquez ici, s'il en existe, l'appartenance aux associations ou groupements professionnels de l'agent de voyages (pour le bénéfice de qui le permis est demandé), du requérant du permis ou du gérant du bureau principal ou de(s) l'établissement(s).  
 Name any professional associations or groups of which the travel agent (on whose behalf the application is being made), the applicant for a licence or the main or branch office manager(s) are members.

	Association Association	année Year	Association Association	année Year	Association Association	année Year
Bureau principal Main office						
Etablissement A Branch office A						
Etablissement B Branch office B						
Etablissement C Branch office C						
Etablissement D Branch office D						
Etablissement E Branch office E						

LES REQUERANTS PHYSIQUES SEULEMENT REMPLISSENT CETTE PAGE  
THIS PAGE IS TO BE COMPLETED ONLY BY APPLICANTS WHO ARE PHYSICAL PERSONS

- (11) **(a)** Êtes-vous citoyen canadien?  
Are you a Canadian citizen? Oui ☐ Yes Non ☐ No **(c)** Depuis quand résidez-vous au Québec?  
How long have you been a resident of Québec? Année Year Mois Month
- (b)** Êtes-vous immigrant reçu?  
Are you a landed immigrant? Oui ☐ Yes Non ☐ No **(d)** Date d'entrée au Canada comme immigrant reçu?  
Date of entry into Canada as landed immigrant? Année Year Mois Month
- (e)** Avez-vous exercé, pendant au moins 2 ans, à plein temps et de façon permanente, les activités d'un agent de voyages ou d'un conseiller en voyages, telles que définies au paragraphe b du premier alinéa de l'article 2 de la Loi?  
Have you carried on, as a permanent full time occupation for 2 years or more, the activity as a travel agent as defined in subparagraph b of the first paragraph of section 2 of the Act, or acted as a travel consultant for your own account or on behalf of another travel agent?

Pour votre compte personnel  
For your own account:

Oui ☐ Yes Non ☐ No

Pour le compte d'autre(s) agent(s) de voyages:  
For the account of other travel agent(s):

Oui ☐ Yes Non ☐ No

du From Année Year Mois Month

à To Année Year Mois Month

- (f)** Dans l'affirmative, sous quel(s) nom(s) ou raison(s) sociale(s) avez-vous exercé ces activités?  
If so under what individual name(s) or firm name(s)?

Nom Surname	
N No	Rue Street
Ville City	Province Province
Code postal Postal Code	Téléphone Telephone

Nom Name	
N No	Rue Street
Ville City	Province Province
Code postal Postal Code	Téléphone Telephone

- (g)** Avez-vous des intérêts financiers ou autre(s) chez un agent de voyages autre que celui pour lequel la présente demande est faite?  
Have you financial or other interests in a travel agent's business other than the one for which this application is being made?

Oui ☐ Yes Non ☐ No

Si oui, sous quel(s) nom ou raison sociale?  
If so under what individual or firm names does it operate?

Nom Surname	
N No	Rue Street
Ville City	Province Province
Code postal Postal Code	Téléphone Telephone

Nom Name	
N No	Rue Street
Ville City	Province Province
Code postal Postal Code	Téléphone Telephone

Quel poste y occupez-vous?  
What is your position in the firm?

- (h)** Entendez-vous faire de la profession d'agent de voyages votre occupation permanente et à plein temps?  
Do you intend to make the profession of travel agent your permanent and full time occupation?

Oui ☐ Yes Non ☐ No

- (i)** Énumérez vos emplois durant les 5 dernières années en commençant par le plus récent.  
Starting with the most recent, please list the positions you have held during the past 5 years.

Employeur (s) Employer (s)	Adresse (s) Address (s)	Occupation (s) Occupation (s)	Année et mois Year and month
			du from à to
			du from à to
			du from à to
			du from à to
			du from à to
			du from à to
			du from à to
			du from à to

- (j)** L'article 10 de la Loi s'applique-t-il dans votre cas?  
Does section 10 of the Act apply to you? Oui ☐ Yes Non ☐ No

L'article 10 de la Loi s'applique-t-il dans le cas d'un ou des dirigeant(s), directeur(s), associé(s) ou bailleur(s) de fonds de l'association, société, corporation que vous représentez?

Oui ☐ Yes Non ☐ No

Does section 10 of the Act apply to an officer, director, partner, or silent partner of the association, partnership, corporation that you represent?

Explications Explanations	

- (k)** L'agence que vous représentez agit-elle à but lucratif?  
Is the agency you represent incorporated for pecuniary gain? Oui ☐ Yes Non ☐ No

ou non lucratif?  
or a non-profit organization? Oui ☐ Yes Non ☐ No

TOUS LES REQUÉRANTS REMPLISSENT CETTE PAGE  
LISTE DES CONSEILLERS EN VOYAGES

ALL APPLICANTS MUST COMPLETE THIS PAGE  
LIST OF TRAVEL CONSULTANTS

⑫ Veuillez remplir le questionnaire ci-après pour chaque conseiller en voyages. (Une demande de carte de conseiller en voyages doit être faite séparément par la production d'une formule 2-78).  
Please provide the following details for each travel consultant (a separate application, on form 2-78, is required to obtain a travel consultant's card)

[illegible]

## CERTIFICATION

Je  
I, \_\_\_\_\_

domicile & residing at	Rue Street	Ville City
---------------------------	---------------	---------------

atteste que je suis requérant ☐ (ou) détenteur ☐ d'un permis d'agent  
de voyages et que les déclarations contenues dans cette formule  
sont véridiques.

declares that I am an applicant for ☐ or the holder of ☐ a travel  
agent's licence and that all declarations in this form are true.

Nom de l'agent de voyage :  
Name of the travel agent :

	Jour Day	Mois Month	Année Year
Date			
Date			

et j'ai signé  
and I have signed

**Art. 37 de la Loi sur les agents de voyages, (L.R.Q., c. A-10):**

Commet une infraction, toute personne qui :

- a) fait une fausse déclaration dans une demande de permis ou de renouvellement de permis ;
- b) fournit au ministre ou à un inspecteur des renseignements inexacts ;
- c) entrave ou tente d'entraver, de quelque façon que ce soit, une personne qui fait un acte que la présente Loi ou les règlements l'obligent ou l'autorisent à faire ;
- d) contrevient à la présente Loi ou aux règlements.

**Section 37 of the Travel Agents Act (R.S.Q., c. A-10):**

Every person is guilty of an offence who :

- a) makes a false declaration in an application for a licence or for the renewal of a licence ;
- b) supplies the Minister or an inspector with inaccurate information ;
- c) hinders or attempts to hinder in any way a person acting as required or permitted by this Act or the regulations ;
- d) infringes this Act or the regulations .

## SCHEDULE B

(ss. 6, 7, 8, 10 and 13)



Ministère de l'Habitation et  
de la Protection du consommateur  
Service des agents de voyages

A L'USAGE DU BUREAU  
FOR OFFICE USE ONLY

FORMULE 2/16  
FORM 2/78

Code géographique	Dossier	Année	Code
-------------------	---------	-------	------

# Demande de carte de conseiller en voyages APPLICATION FOR A TRAVEL CONSULTANT'S CARD

Le tout doit être envoyé  
par le requérant  
ou le détenteur du permis  
d'agent de voyage à :

Ministère de l'Habitation et  
de la Protection du consommateur  
Service des agents de voyages  
6, de l'Université  
Québec, G1R 5G8

The complete application  
must be sent by the applicant  
or the holder of a  
travel agent's licence to:

LE REQUÉRANT OU LE DÉTENTEUR DU PERMIS D'AGENT DE VOYAGES SEULEMENT REMPLIT CETTE PAGE  
ONLY THE APPLICANT OR THE HOLDER OF A TRAVEL AGENT'S LICENCE IS TO COMPLETE THIS PAGE

## LA PRÉSENTE DEMANDE EST FAITE: THIS APPLICATION IS MADE:

- ① Au nom du bureau principal ☐ ou au nom d'un établissement ☐ première demande ☐ renouvellement ☐ date de la demande  Jour  Mois  Année

Genre d'entreprise de l'agent de voyages  
Type of undertaking of the travel agent:

particulier ☐

association ☐

société ☐

corporation ☐

L'agence que vous représentez agit-elle : à but lucratif?  
Is the agency you represent incorporated for pecuniary gain?

Oui ☐

Non ☐

ou non lucratif?  
or as a non-profit organization?

Oui ☐

Non ☐

- ② Numéro du permis d'agent de voyages du bureau où exerce le conseiller en voyages.  
Number of the licence of the travel agent in the office where the travel consultant works.

- ③ Ce bureau exerce-t-il les activités d'un agent de voyages, telles que définies au paragraphe b du premier alinéa de l'article 2, de la Loi sur les agents de voyages (L.R.Q., c. A-10) à titre de :

Does the office carry on the activity of a travel agent as defined in subparagraph b of the first paragraph of section 2 of the Travel Agents Act (R.S.Q., c. A-10) as:

établissement ☐

grossiste ☐

transporteur ☐

- ④ Nom et adresse du bureau où exerce le conseiller en voyages pour lequel la carte de conseiller en voyages est demandée.  
Name and address of the office of the travel consultant for whom a travel consultant's card is requested.

Nom Surname	
N° No	Rue Street
Ville City	Province Province
Code postal Postal code	Téléphone Telephone

- ⑤ Nom, prénom(s) et adresse personnelle du requérant ou du détenteur du permis d'agent de voyages requérant la carte de conseiller en voyages.  
Name, given name(s) and home address of the applicant or of the holder of the travel agent's licence applying for a travel consultant's card.

Nom Surname		Prénom(s) Given name(s)	
N° No	Rue Street		
Ville City	Province Province		
Code postal Postal code	Téléphone Telephone		

- ⑥ L'article 10 de la Loi s'applique-t-il dans votre cas ?  
Does section 10 of the Act apply to you?

Oui ☐

Non ☐

Does section 10 of the Act apply to you?

L'article 10 de la Loi s'applique-t-il dans le cas d'un ou des dirigeant(s), directeur(s), associé(s) ou bailleur(s) de fonds de l'association, société ou corporation que vous représentez ?  
Does section 10 of the Act apply to an officer, director, partner, or silent partner of the association, partnership or corporation you represent?

Oui ☐

Non ☐

## CERTIFICATION

- ⑦ Je ☐ suis domicilié à

domicilié à  
domiciled at

atteste que je suis requérant ☐ (ou) détenteur ☐ d'un permis d'agent de voyages et que les déclarations contenues dans cette formule sont véridiques.

declares that I am an applicant for ☐ or the holder of ☐ a travel agent's licence and that all declarations in this form are true.

Nom de l'agent de voyage  
Name of the travel agent:

Date  Jour  Mois  Année

Et j'ai signé  
And I have signed

- ⑧ Nom, prénom(s) et adresse personnelle du requérant ou détenteur de la carte de conseiller en voyages.  
Surname, given name(s) and home address of the applicant or of the holder of a travel consultant's card.

Nom Surname		Prénom(s) Given name(s)	
N° No	Rue Street		
Ville City	Province Province		
Code postal Postal code	Téléphone Telephone		

- ⑨ Nombre total de personne(s) employée(s) par le bureau (principal ou établissement) où exerce le conseiller en voyages, au moment où la présente demande est complétée.  
Total number of person(s) employed by the office (main office or branch) where the travel consultant works, at the time of this application.

conseiller(s) en voyages (travel consultant(s))	plein temps full time	temps partiel part time
	<input type="text"/>	<input type="text"/>
autre(s) employé(s) sans distinction other employee(s)	<input type="text"/>	<input type="text"/>

- ⑩ Nombre total de personne(s) employée(s) par l'agent de voyages (bureau principal et établissements) où exerce le conseiller en voyages, au moment où la présente demande est complétée.  
Total number of person(s) employed by the travel agent (main office and all branches) where the travel consultant works, at the time of this application.

conseiller(s) en voyages (travel consultant(s))	plein temps full time	temps partiel part time
	<input type="text"/>	<input type="text"/>
autre(s) employé(s) sans distinction other employee(s)	<input type="text"/>	<input type="text"/>

Art. 37 de la Loi sur les agents de voyages, (L.R.Q., c. A-10):

Commets une infraction, toute personne qui :

- fait une fausse déclaration dans une demande de permis ou de renouvellement de permis;
- fournit au ministre ou à un inspecteur des renseignements inexacts;
- entrave ou tente d'entraver, de quelque façon que ce soit, une personne qui fait un acte que la présente Loi ou les règlements l'obligent ou l'autorisent à faire;
- contrevient à la présente Loi ou aux règlements.

Section 37 of the Travel Agents Act (R.S.Q., c. A-10):

Every person is guilty of an offence who :

- makes a false declaration in an application for a licence or for the renewal of a licence;
- supplies the Minister or an inspector with inaccurate information;
- hinders or attempts to hinder in any way a person acting as required or permitted by this Act or the regulations;
- intingles this Act or the regulations.

LE REQUERANT OU LE DETENTEUR D'UNE CARTE DE CONSEILLER EN VOYAGES REMPLIT CETTE PAGE  
THE APPLICANT OR THE HOLDER OF A TRAVEL CONSULTANT'S CARD IS TO COMPLETE THIS PAGE

**11** Nom, prénom(s) et adresse personnelle du requérant ou détenteur de la carte de conseiller en voyages.  
Surname, given name and home address of the applicant or of the holder of a travel consultant's card

Nom Surname		Prénom(s) Given name(s)	
N° No	Rue Street		
Ville City	Province Province		
Code postal Postal Code	Telephone		

Taille  
Height

Date de naissance  
Date of birth

**12** Êtes-vous citoyen canadien?  
Are you a Canadian citizen?

Oui ☐ Non ☐

Êtes-vous immigrant reçu?  
Are you a landed immigrant?

Oui ☐ Non ☐

Depuis quand résidez-vous au Québec?  
How long have you been a resident of Québec?

année  mois  jour

Date d'entrée au Canada comme immigrant reçu:  
Date of entry into Canada as a landed immigrant

année  mois  jour

Vous  
You

N° d'assurance sociale  
Social insurance number

**13** Avez-vous exercé, pendant au moins 1 an, à plein temps et de façon permanente, les activités telles que définies au paragraphe b du premier alinéa de l'article 2 de la Loi?  
Have you carried on as a permanent full-time occupation for 1 year or more, full time and permanent activity as a travel agent as defined in subparagraph b of the first paragraph of section 2 of the Act?

Oui ☐ Non ☐

Pour votre compte personnel:  
For your own account:

Oui ☐ Non ☐

Pour le compte d'autre(s) agent(s) de voyages:  
For the account of another travel agent(s):

Oui ☐ Non ☐

Dans l'affirmative, sous quel(s) nom(s) et raison(s) sociale(s) avez-vous exercé ces activités?  
If yes, under what individual and firm name or names was the activity carried on?

Nom Surname		Rue Street	
N° No	Province Province		
Ville City	Code postal Postal Code	Telephone	

**14** Êtes-vous exempté(s) de toute condamnation pour des actes criminels punissables par voie de mise en accusation?  
Have you ever been convicted of an indictable offence?

Oui ☐ Non ☐

Explications  
Explanations

**15** Travaillez-vous actuellement pour le compte d'un agent de voyages?  
Are you now working for the account of a travel agent?

Oui ☐ Non ☐

**16** Si oui, sous quel nom et raison sociale:  
If yes, under what individual and firm name:

Nom Surname		Rue Street	
N° No	Province Province		
Ville City	Code postal Postal Code	Telephone	

**17** Entendez-vous faire de la profession de conseiller en voyages votre seule occupation et à plein temps?  
Do you intend to make the profession of travel consultant your permanent and full time occupation?

Oui ☐ Non ☐

**18** Énumérez vos emplois durant les 5 dernières années en commençant par le plus récent.  
List the positions you have held during the last 5 years, beginning with the most recent.

Employeur(s) Employer(s)	Adresses Addresses	Occupations Occupations	Année et mois Year and month
			du <input type="text"/> au <input type="text"/>
			du <input type="text"/> au <input type="text"/>
			du <input type="text"/> au <input type="text"/>
			du <input type="text"/> au <input type="text"/>
			du <input type="text"/> au <input type="text"/>

## CERTIFICATION

**19** Je,   
I,

domicilié à  
domiciled at

atteste que je suis requérant ☐ (ou) détenteur ☐ d'une carte de conseiller en voyages et que les déclarations contenues dans cette formule sont véridiques.  
declare that I am an applicant for ☐ or the holder of ☐ a travel consultant's card and that all declarations in this form are true.

Nom de l'agent de voyages:  
Name of the Travel agent:

Date  
Date

et j'ai signé  
And I have signed

## Art. 37 de la Loi sur les agents de voyages, (L.R.Q., c. A-10):

Commets une infraction, toute personne qui:

- a) fait une fausse déclaration dans une demande de permis ou de renouvellement de permis;
- b) fournit au ministre ou à un inspecteur des renseignements inexacts;
- c) entrave ou tente d'entraver, de quelque façon que ce soit, une personne qui fait un acte que la présente Loi ou les règlements l'obligent ou l'autorisent à faire;
- d) contrevient à la présente Loi ou aux règlements.

## Section 37 of the Travel Agents Act (R.S.Q., c. A-10):

Every person is guilty of an offence who:

- a) makes a false declaration in an application for a licence or for the renewal of a licence;
- b) supplies the Minister or an inspector with inaccurate information;
- c) hinders or attempts to hinder in any way a person acting as required or permitted by this Act or the regulations;
- d) infringes this Act or the regulations.



c. A-12, r.1

## Regulation respecting admission to the practice of the profession of agrologist

Agrologists Act  
(R.S.Q., c. A-12, s. 10)

Professional Code  
(R.S.Q., c. C-26, s. 94)

### DIVISION I GENERAL PROVISIONS

**1.01.** This Regulation is made under paragraphs *a* and *i* of section 94 of the Professional Code (R.S.Q., c. C-26) and subparagraphs *g* and *h* of the first paragraph of section 10 of the Agrologists Act (R.S.Q., c. A-12).

**1.02.** The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

### DIVISION II COMMITTEE OF EXAMINERS

**2.01.** The committee of examiners shall consist of members of the Ordre des agronomes du Québec (Order) having at least 3 years of experience in the practice of the profession of agrologist.

**2.02.** The Bureau shall appoint the chairman of the committee and ensure that the members are replaced on the basis of 2 per year.

**2.03.** An examiner who is related or allied to a candidate for the practice shall not perform that duty upon the examination of such candidate.

### DIVISION III FORMALITIES OF REGISTRATION FOR THE ADMISSION EXAMINATION

**3.01.** A candidate for the admission examination must fill out the application for admission form prescribed in Schedule 1 ; this form is available at the office of the Order.

**3.02.** The registration fee for the examination shall be 50 \$ payable to the secretary of the Order. This fee shall not be reimbursed no matter what the result of the examination may be.

**3.03.** The candidate must, in addition, furnish the following documents :

- (a) a certified copy of his act of birth or satisfactory proof of the date and place of his birth ;
- (b) his university record ;
- (c) an attestation to the effect that he is the holder of a diploma recognized valid by the Government giving access to the permit or deemed equivalent by the Bureau ;
- (d) the list of his employers during the last 2 summer vacations if he is a university graduate ;
- (e) the name of his employer if he occupies a position ; and
- (f) a photocopy of his certificate of Canadian citizenship if the candidate was not born in Canada.

### DIVISION IV ADMISSION EXAMINATION

**4.01.** The examination shall consist of an oral test of a duration of 30 to 45 minutes. It must be formulated so as to permit an evaluation of the candidate's analysis and synthesis capabilities and of his general knowledge, account being taken of the concentration of the credits which he obtained in the various fields of agricultural sciences.

**4.02.** The examination shall be held 4 times a year, namely, during the last fortnight in May, the first fortnight in both June and November and the last fortnight in February.

**4.03.** The examination may deal with the following subjects :

- (a) **biology** : animal and plant anatomy and physiology, genetics, botany, entomology, microbiology, zoology, ecology and quality of the environment ;
- (b) **agricultural chemistry** : analytical, inorganic and organic chemistry, soil chemistry and the chemistry of agricultural and food products ;
- (c) **soils** : the genesis and classification of soils, the interpretation of soil maps, soil fertility, fertilizers and the economics of fertilizing and manuring, the requirements of the principal crop plants and the possibilities and manner of their use for agricultural purposes, soil conservation and land use ;



(d) **agricultural geography** : the socio-economical aspects of Québec agriculture, agricultural zones and farming activities in Québec, climatic constraints on Québec agriculture, trends and future prospects ;

(e) **economics** : agriculture and economic development, political economy and agricultural economics, the economics of agricultural production, agricultural policies, farm cooperatives and farm management, surveys, the marketing of agricultural and food products ;

(f) **plant productions** : the genetic improvement of cultivated plants and their protection, insecticides, fungicides, herbicides, farming methods and crop management, cereals and forage, horticultural and industrial crops ;

(g) **animal productions** : the breeding, judging, principles of rearing and genetic improvement of farm animals, animal health and pathology, animal nutrition and the raising of different kinds of livestock ;

(h) **agricultural engineering** : farm machinery, farm buildings, agricultural hydraulics, drainage, irrigation and soil physics ;

(i) **food science** : the keeping, processing and hygiene of agricultural and food products and the utilization of by-products.

**4.04.** The points shall be allotted as follows :

- (a) theoretical knowledge : 45 points ;
- (b) practical knowledge : 45 points ;
- (c) analysis and synthesis capability : 10 points.

The candidate must have at least 50% of the point on each of the factors referred to in the first paragraph and 60% on the aggregate factors.

**4.05.** After each examination, the chairman of the committee of examiners shall enter the results of the examinations on the form prescribed in Schedule 2 with mention that the candidate has passed or failed the examination for admission to the practice of the profession of agrologist.

**4.06.** The chairman of the committee of examiners must submit a report to the president and to the secretary of the Order.

**4.07.** A candidate who fails an examination session may take a supplementary examination at a subsequent session after an additional theoretical or practical training period of 6 months and whose programme has been prepared by the committee of examiners in cooperation with the candidate, and approved by the Bureau. In the prepa-

ration of the programme, account must be taken of the concentrations of the candidate's credits and of the weaknesses discovered during his examination.

To take a supplementary examination, the candidate must pay the re-registration fee of 25 \$.

## SCHEDULE 1

(s. 3.01)

### Application for admission

I, the undersigned, .....  
(name, given name)

domiciled at .....  
give notice to the secretary of the Ordre des agronomes du Québec that I wish to register for the examinations of the said Order and solemnly declare :

(1) That I was born on ..... in the  
year one thousand nine hundred ..... in ...

(2) That I completed my studies at the following colleges and schools and places :  
School or college ..... Year .....

(3) That I obtained the following degrees or diplomas :  
Degree or diploma ..... Year .....

(4) That I completed a university course at the following universities :  
University ..... Number of years .....

(5) That I obtained, following my university studies, the following university degrees or diplomas :  
Degrees and diplomas ..... Year .....

(6) That I am a Canadian citizen : yes... no... or  
That I was lawfully admitted to Canada for permanent  
residence, that I am domiciled in Québec and that I have  
undertaken to apply for Canadian citizenship as soon as I  
am able to do so under the Citizenship Act (S.C.,  
1974-75-76, c. 108).

yes... no...

(7) That I have performed the following duties or oc-  
cupied the following positions :

Duty or employment

Year

.....

.....

.....

I make this solemn declaration conscientiously believ-  
ing it to be true, and knowing that it is of the same force  
and effect as if made under oath under the Canada Evi-  
dence Act (R.S.C., 1970, c. E-10).

Declared before me at

.....

this .....

in the year one thousand

nine hundred .....

.....  
(signature)

## SCHEDULE 2

( s. 4.05)

### L'ORDRE DES AGRONOMES DU QUÉBEC

#### Result of the examination for admission to the practice

Analysis and synthesis capability	Knowledge		Total out of 100
10	theor- etical	prac- tical	45 45

Name of candidate

Mark obtained

Concentration

Remarks and recommendations of the committee of examiners

Members of the committee of examiners

Signature of the chairman of the committee of examiners.

Date



c. A-12, r.2

## Regulation respecting the business of the Bureau and general meetings of the Ordre des agronomes du Québec

Agrologists Act  
(R.S.Q., c. A-12)

Professional Code  
(R.S.Q., c. C-26, ss. 93 and 94)

### DIVISION I GENERAL PROVISION

**1.01.** The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, shall apply to this Regulation.

### DIVISION II CORPORATE SEAT

**2.01.** The corporate seat of the Ordre des agronomes du Québec (Order) is situated in Montréal.

### DIVISION III BUREAU

**3.01.** The notice of convocation of the meetings of the Bureau shall be forwarded by the secretary at least 8 days prior to the holding of the meeting and shall contain an agenda on the items to be debated.

**3.02.** In case of emergency, the president of the Order may convene a meeting of the Bureau provided that :

- (a) all the directors are notified by telephone or telegram at least 3 days prior to the meeting ;
- (b) all the directors absent from the meeting acknowledge that they have been convened in accordance with paragraph a.

**3.03.** Notwithstanding sections 3.01 and 3.02, a meeting of the Bureau shall be deemed to be regularly held if all the members are present and waive the notice of convocation.

**3.04.** The agenda of the meetings of the Bureau shall, in particular, contain the following items :

- (a) reading and adoption of the minutes of the preceding meeting ;
- (b) report of the administrative committee ;
- (c) discussion on all other matters respecting the Order.

**3.05.** In addition to the provisions of section 80 of the Professional Code (R.S.Q., c. C-26), the president of the Order shall be entrusted with the relations of the annual general meeting, the Bureau and the administrative committee with the divisions.

**3.06.** The contracts, engagements or transactions to which the Order is party shall be signed by the secretary and president, or by the vice-president in default of the president. The same applies for cheques and bank notes.

*Amended in French D. 78-81, G.O.II, 1981, p. 545.*

### DIVISION IV GENERAL MEETINGS

**4.01.** The Bureau of the Order has charge of and is responsible for the organizing of general meetings. It shall maintain an organizing committee for such meetings made up of the president or vice-president, the secretary and 3 other members.

**4.02.** The annual general meeting shall be held on the date and at the place determined by the Bureau.

**4.03.** The quorum for the annual general meeting shall be 50 members.

**4.04.** The decisions shall be taken by majority vote of the members present. In the case of a tie-vote the president or, in his absence the vice-president, or the person designated in their absence, shall have a casting-vote.

**4.05.** The agenda of the annual general meeting shall, in particular, contain the following items :

- (a) opening of the meeting by the president ;
- (b) reading and adoption of the minutes of the last general meeting ;
- (c) address by the president ;

- (d) reports of the divisions ;
- (e) study of the amendments proposed to the regulations ;
- (f) financial report ;
- (g) reports of the committees and services ;
- (h) election of auditors ;
- (i) general and special affairs ;
- (j) proclamation of the results of the elections to the offices of president and vice-president ;
- (k) adjournment speech of the new president.

**4.06.** All funds resulting from the general meetings shall be the property of the Ordre des agronomes du Québec.

**4.07.** The secretary of the Order shall keep the accounting of the general meetings and for such purpose shall receive all supporting documents.

#### **DIVISION V ADMINISTRATIVE COMMITTEE**

**5.01.** The secretary of the Order shall act as the secretary of the administrative committee but shall not have the right to vote.

**5.02.** The notice of convocation of the meetings of the administrative committee shall be forwarded by the secretary at least 8 days prior to the holding of the meeting.

**5.03.** In case of emergency, the president of the Order may convene a meeting of the administrative committee provided that :

- (a) all the members of the administrative committee are notified by telephone or telegram at least 3 days prior to the meeting ;
- (b) all the members of the administrative committee absent from the said meeting acknowledge that they have been convened in accordance with paragraph a.

**5.04.** Notwithstanding sections 5.02 and 5.03, a meeting of the administrative committee shall be deemed to be regularly held if all the members of the committee are present and waive the notice of convocation.

**5.05.** In the absence of the president of the Order, the vice-president shall preside over the meetings of the administrative committee.

#### **DIVISION VI MISCELLANEOUS**

**6.01.** The seal of the Order consists of the coat of arms of the Order and the following words : "L'Ordre des agronomes du Québec".

**6.02.** The secretary shall have custody of the seal of the Order.

**6.03.** The coat of arms and the name of the Order must appear on all correspondence and official documents of the Order.

**6.04.** The secretary of the Order shall have custody of the regulations which may be consulted at the corporate seat of the Order during regular office hours. He must furnish certified true copies of the said regulations to whomsoever requests same.

**6.05.** The president shall be the spokesman of the Order in expressing opinions in public on matters relating to the practice of the profession of agrologist.

**6.06.** The proceedings of the Bureau, of the administrative committee and the general meetings of the Order, with the exception of that which is prescribed in the Professional Code, in the Agrologists Act (R.S.Q., c. A-12) and in this Regulation, shall be governed by the rules contained in *Procédure des assemblées délibérantes* by Victor Morin, latest edition.



c. A-12, r.3

## Regulation respecting professional liability insurance for agrologists

Agrologists Act  
(R.S.Q., c. A-12)

Professional Code  
(R.S.Q., c. A-12, s. 94)

### DIVISION I GENERAL PROVISIONS

**1.01.** In this Regulation, unless the context indicates otherwise, the following words mean :

- (a) “Order” : the Ordre des agronomes du Québec ;
- (b) “committee” : the committee on the examination of insurance contracts ;
- (c) “secretary” : the secretary of the Order.

**1.02.** The Interpretation Act (R.S.Q., c. I-16) with present and future amendments, applies to this Regulation.

### DIVISION II COMMITTEE

**2.01.** The Bureau shall appoint the 3 members of the committee each year and designate a chairman from among them.

**2.02.** The committee shall hold its sittings on the dates and at the hour and place determined by its chairman. The quorum of the committee shall be 2 members.

**2.03.** The committee shall verify whether each agrologist complies with the obligation prescribed in section 3.01.

**2.04.** The committee shall make the recommendations it deems appropriate to the Bureau and submit an annual report on its activities.

### DIVISION III LIABILITY INSURANCE

**3.01.** An agrologist who practises his profession on his own account, either part time or full time, must enter into

a professional liability insurance contract and keep it in force.

**3.02.** The insurance contract must provide for :

(a) a minimum coverage of 100 000 \$ per claim and of 500 000 \$ for the aggregate claims relative to the period guaranteed ;

(b) a commitment by the insurer to pay on behalf of the insured, up to the minimum coverage, any amount exceeding 200 \$, which the insured may be bound to pay for damages caused by fault or professional negligence committed by him or his employees and which occurred in the practice of his profession ;

(c) when the insured ceases to practise his profession, that the insurer undertakes to extend the protection until the expiry of the legal prescription ;

(d) the commitment by the insurer to take up the interest of the insured who so requests, and to assume the costs of his defence in any action brought against him before a civil jurisdiction ; the costs and expenses of suits against the insured, including those of the defence and interest upon conviction, are borne by the insurer over and above the limits prescribed in paragraph a.

**3.03.** The exclusions generally accepted in professional liability insurance may be included in the insurance contract. However, an exclusion pertaining to acts committed under the influence of narcotics, soporifics, drugs, alcohol or any other similar product shall not apply to a third party contemplated in paragraph b of section 3.02 to whom the insured is legally bound to pay damages.

**3.04.** Where the Order took out a professional liability insurance policy complying with this Division for all or part of its members, an agrologist may join such group insurance policy.

An insurance certificate must be issued to each agrologist who joins the insurance policy taken out by the Order and a copy of such insurance policy must be sent to him upon his written request thereto.

**3.05.** Unless he is insured in virtue of section 3.04, the agrologist must furnish to the secretary, before 1 April each year, proof that he holds an insurance policy in force for a 12-month period in accordance with this Regulation, and whose full premium has been paid.

**3.06.** However, where an agrologist commences practising his profession on his own account after 1 April, he must furnish to the secretary, within 30 days of the commencement of his practice, proof that he holds an insurance policy in force until the following 1 April and that it is in conformity with this Regulation.



c. A-12, r.4

## Code of ethics of agrologists

Agrologists Act  
(R.S.Q., c. A-12)

Professional Code  
(R.S.Q., c. C-26, s. 87)

### DIVISION I GENERAL PROVISIONS

**1.01.** This Regulation is made under section 87 of the Professional Code (R.S.Q., c. C-26).

**1.02.** In this Regulation, unless the context indicates otherwise, the following words mean :

(a) “client” : a person, a public body or any employer who requires services ;

(b) “works” : a professional activity consisting of either an analysis, an opinion, counsel, a study, a plan, a publication, research or any recommendation whatsoever.

**1.03.** The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

### DIVISION II DUTIES AND OBLIGATIONS TOWARDS THE PUBLIC

**2.01.** The agrologist, except for valid reasons, must support every measure likely to improve the quality and availability of professional services in the field in which he practises.

**2.02.** In the practice of his profession, the agrologist must take into account the foreseeable general consequences which his professional activities may have on society.

**2.03.** The agrologist must promote measures of education and information in the field in which he practises. He must also, in the practice of his profession, except for valid reasons, perform the necessary acts to ensure such education and information.

### DIVISION III DUTIES AND OBLIGATIONS TOWARDS CLIENTS

#### *§1. General provisions*

**3.01.01.** Before accepting a mandate, the agrologist must take into consideration the extent of his aptitudes, proficiency and the means at his disposal.

**3.01.02.** The agrologist must at all times acknowledge the right of the client to consult a colleague, a member of another professional corporation or another competent person.

**3.01.03.** The agrologist must not practise his profession under conditions or in situations likely to impair the quality of his services.

**3.01.04.** The agrologist must attempt to establish a relationship of mutual confidence between himself and his client. For that purpose, he must, in particular :

(a) refrain from practising his profession in an impersonal manner ; and

(b) give his interviews in such a way as to respect his client's scale of values and personal convictions, where the latter informs him thereof.

**3.01.05.** The agrologist must refrain from intervening in the affairs of his client on subjects which are not under the generally acknowledged competence of the profession of agrology, so as not to unduly restrict his client's autonomy.

#### *§2. Integrity*

**3.02.01.** An agrologist must carry out his professional obligations with integrity.

**3.02.02.** The agrologist must avoid any misrepresentation with respect to his level of competence or to the efficiency of his own services and of those generally provided by the members of the profession of agrology. If the good of the client so requires, he must, upon the latter's authorization, consult a colleague, a member of another professional corporation or another competent person, or send his client to one of these persons.

**3.02.03.** The agrologist must inform his client as soon as possible of the extent and terms and conditions of the mandate entrusted to him by the latter and obtain his agreement in this respect.

**3.02.04.** The agrologist must reveal to his client in a complete and objective manner, the nature and scope of a problem which, in his opinion, results from the aggregate facts brought to his attention.

**3.02.05.** An agrologist must not express his opinion or give contradictory or incomplete advice. To that end, he must try to know all the facts before giving an opinion or counsel.

**3.02.06.** An agrologist must inform his client as early as possible of any error that might cause the latter prejudice and which cannot be easily rectified made by him while rendering a professional service to that client.

**3.02.07.** An agrologist must take reasonable care of the property entrusted to his care by a client and he shall not lend or use it for purposes other than those for which it has been entrusted to him.

**3.02.08.** An agrologist must not endorse a cheque made to the order of a client unless he has received authorization to that effect from the latter, or on condition that the endorsement is made for deposit in a trust account.

**3.02.09.** The agrologist must notify his client of any illegal act likely to be beneficial to his client and which he became aware of in the exercise of his mandate.

### *§3. Availability and diligence*

**3.03.01.** In the practice of his profession, the agrologist must display reasonable availability and diligence.

**3.03.02.** In addition to opinion and counsel, the agrologist must furnish his client with any explanations necessary to the understanding and appreciation of the services he provides him.

**3.03.03.** An agrologist must give an accounting to his client when so requested by the latter.

**3.03.04.** The agrologist must be objective and impartial when persons other than his clients ask him for information.

**3.03.05.** Unless he has sound and reasonable grounds for so doing, an agrologist shall not cease to act

for the account of a client. The following shall, in particular, constitute just and reasonable grounds :

(a) loss of the client's confidence ;

(b) the fact that the agrologist is placed in a situation of conflict of interest or in a circumstance whereby his professional independence could be called in question ;

(c) inducement by the client to perform illegal, unfair or fraudulent acts.

**3.03.06.** Before he ceases to exercise his functions for the account of a client, the agrologist must forward an advance notice of withdrawal within a reasonable time limit and ensure that such termination of service is not prejudicial to his client.

**3.03.07.** Where an agrologist must undertake work which had first been given to another member of the Ordre des agronomes du Québec (Order) or to a member of another professional corporation, he must, before accepting such work, ask the latter if his mandate has really terminated, insofar as he is aware of the existence of such mandate.

### *§4. Liability*

**3.04.01.** The agrologist must, in the practice of his profession, completely bind his personal civil liability. He is thus prohibited from inserting in a contract of professional services any clause directly or indirectly excluding, in whole or in part, the said liability.

### *§5. Independence and impartiality*

**3.05.01.** An agrologist must subordinate his personal interest to that of his client.

**3.05.02.** An agrologist must ignore any intervention by a third party which could influence the performance of his professional duties to the detriment of his client.

**3.05.03.** An agrologist must safeguard his professional independence at all times and avoid any situation which would put him in conflict of interest. Without restricting the generality of the foregoing, an agrologist is :

(a) in conflict of interest when the interests concerned are such that he may be influenced to favour certain of them to those of his client or whereby his judgment and loyalty towards the latter may be unfavourably affected ;

(b) no longer an independent adviser in respect of a given act if he finds a personal advantage, direct or indirect, real or possible, therein.



**3.05.04.** As soon as he ascertains that he is in a situation of conflict of interest, the agrologist must notify his client thereof and ask his authorization to continue his mandate.

**3.05.05.** An agrologist must refrain from sharing his fees with a person who is not a member of the Order or from remitting such fees to him.

**3.05.06.** An agrologist may share his fees with another agrologist or professional only to the extent that such sharing corresponds to a distribution of services and responsibilities.

**3.05.07.** Save for the remuneration to which he is entitled, an agrologist shall refrain from receiving, paying or agreeing to pay any benefit, rebate or commission related to the practice of his profession.

**3.05.08.** For a service given, the agrologist must only accept fees from a single source, unless explicitly agreed otherwise by all the parties concerned. He shall accept payment of these fees only from his client or the latter's representative.

**3.05.09.** The agrologist shall generally act, in the same matter, for only one of the parties in question. If his professional duties require that he act otherwise, the agrologist must specify the nature of his responsibilities and must keep all the interested parties informed that he will cease to act if the situation becomes irreconcilable with his duty of impartiality.

#### *§6. Professional secrecy*

**3.06.01.** An agrologist must respect the secrecy of all confidential information obtained in the practice of his profession.

**3.06.02.** The agrologist shall be released from professional secrecy only with the authorization of his client or whenever so ordered by law.

**3.06.03.** When an agrologist asks a client to give him confidential information or when he allows such information to be given to him, he must ensure that the client is fully aware of the purpose of the interview and of the various uses which can be made of such information.

**3.06.04.** An agrologist must not disclose a request for his services made by a person when such fact is likely to be detrimental to that person.

**3.06.05.** An agrologist must avoid indiscreet conversations concerning a client and the services rendered to him.

**3.06.06.** An agrologist shall not make use of confidential information to the prejudice of a client or with a view to obtaining, directly or indirectly, a benefit for himself or for another person.

#### *§7. Accessibility of records*

**3.07.01.** An agrologist must respect the right of his client to take cognizance of the documents which concern him and to obtain a copy of such documents.

**3.07.02.** An agrologist must not destroy or appropriate, knowingly or in bad faith, or unduly keep an original record or any document from that record, in any matter whatsoever.

#### *§8. Determination and payment of fees*

**3.08.01.** An agrologist must charge and accept fair and reasonable fees.

**3.08.02.** Fees are fair and reasonable if they are justified by circumstances and are in proportion to the services rendered. The agrologist must, in particular, take into account the following factors when fixing his fees :

(a) the time given to the carrying out of the professional service ;

(b) the difficulty and magnitude of the service ;

(c) the performance of unusual services or services requiring exceptional competence or speed.

**3.08.03.** An agrologist must provide his client with all the explanations required for the understanding of his statement of fees and for the terms and conditions of payment.

**3.08.04.** An agrologist must refrain from demanding advance payment for his services ; furthermore he must notify his client of the approximate cost of his services.

**3.08.05.** The agrologist may collect interest on outstanding accounts only after having duly notified his client thereof. The interest so charged must be at a reasonable rate.

**3.08.06.** Before having recourse to legal proceedings, an agrologist must have exhausted all other means at his disposal to obtain payment of his fees.

**3.08.07.** An agrologist must not sell his accounts, except to a colleague.

**3.08.08.** When an agrologist appoints another person to collect his fees, he must ensure that the latter is accustomed to act with tact and moderation.

**3.08.09.** An agrologist must not pay himself from the funds he holds for a client, except if the latter agrees thereto.

#### **DIVISION IV DUTIES AND OBLIGATIONS TOWARDS THE PROFESSION**

##### *§1. Derogatory acts*

**4.01.01.** In addition to those referred to in sections 57 and 58 of the Professional Code, the following acts are derogatory to the dignity of the profession :

(a) pressing or repeated inducement to make use of his own professional services ;

(b) using, in the practice of the profession, the name of an agrologist who has ceased to practise due to death or for any other reason.

##### *§2. Relations with the order and colleagues*

**4.02.01.** An agrologist whose participation in a council for the arbitration of accounts, a committee on discipline or a professional inspection committee is requested by the Order must accept that duty unless he has exceptional grounds for refusing.

**4.02.02.** An agrologist must, as soon as possible, answer all correspondence addressed to him by the syndic of the Order, investigators or the members of the professional inspection committee.

**4.02.03.** An agrologist must not abuse a colleague's good faith or be guilty of breach of trust or disloyal practices towards him. He must not, in particular, take credit for the work of a colleague.

**4.02.04.** An agrologist consulted by a colleague must provide the latter with his opinion and recommendations as soon as possible.

**4.02.05.** An agrologist called upon to collaborate with a colleague must maintain his professional independence. If he is given a task contrary to his conscience or principles, he may ask to be excused from doing it.

**4.02.06.** An agrologist must respect his colleagues as professionals. If he criticizes them, he must do so objectively, justly and moderately.

##### *§3. Contribution to the advancement of the profession*

**4.03.01.** An agrologist must, as far as he is able, contribute to the development of his profession by sharing his knowledge and experience with his colleagues and students, and by his participation in courses and continuous training periods.

**4.03.02.** An agrologist must use his professional title in the exercise of his duties. He must not prevent a subordinate, who is entitled thereto, from using his title, nor allow him to introduce himself as an agrologist if he is not one.



c. A-12, r.5

## Regulation respecting the committee on training in agrology

Agrologists Act  
(R.S.Q., c. A-12)

Professional Code  
(R.S.Q., c. C-26, s. 184)

### DIVISION I INTERPRETATION

**1.01.** In this Regulation, the expression “institution representative” means the person appointed by a university to co-ordinate on behalf of such university the setting up and working of the committees established by the Government under subparagraph *b* of the first paragraph of section 184 of the Professional Code (R.S.Q., c. C-26).

### DIVISION II SETTING UP OF COMMITTEE

**2.01.** A committee shall be set up composed as follows :

(a) 2 representatives of the Ordre des agronomes du Québec ;

(b) 1 representative of the *Faculté des sciences de l'agriculture et de l'alimentation* of Université Laval, designated by the institution representative of that university ;

(c) 1 representative of the Faculty of Agriculture of McGill University, designated by the institution representative of that university ;

(d) 1 representative of the students of the *Faculté des sciences de l'agriculture et de l'alimentation* of Université Laval ;

(e) 1 representative of the students of the Faculty of Agriculture of McGill University.

### DIVISION III MANDATE OF THE COMMITTEE

**3.01.** The committee must submit to the bodies or groups represented on the committee as well as to the Office des professions, the Conférence de Recteurs and Principals of the universities of Québec, the joint committee on programmes of the Ministère de l'Éducation and of the Conseil des universités and to the institution representa-

tive of each university referred to in section 2.01, its recommendations on the following matters :

- (a) the study programmes leading to a diploma giving access to a permit to practise the profession of agrologist ;
- (b) the examinations and other modes of evaluation ;
- (c) professional training periods ;
- (d) professional examinations ;
- (e) continuing training.

### DIVISION IV COMMITTEE PROCEDURE

**4.01.** Each member of the committee is entitled to vote.

**4.02.** The members of the committee shall choose a chairman from among themselves.

**4.03.** The secretariat of the committee shall be the responsibility of the Ordre des agronomes du Québec.

**4.04.** The chairman shall fix the date and time of the meetings of the committee, convene such meetings and preside over them.

**4.05.** The agenda of the meeting must accompany the notice of convocation.

**4.06.** The quorum of the committee shall be 4 members.

**4.07.** The secretary shall draw up the minutes of each meeting of the committee and send a copy to the bodies, groups and persons referred to in section 3.01.

**4.08.** The recommendations of the committee are made by majority vote ; in the case of a tie-vote, the chairman shall cast an additional vote.

**4.09.** The recommendations shall not bind the bodies or groups represented on the committee.

**4.10.** The recommendations that are not accepted by the bodies or groups represented on the committee shall be returned to the latter for review.

**4.11.** The committee must hold at least 1 meeting a year.



c. A-12, r.6

## Regulation respecting the records of an agrologist who ceases to practise

Agrologists Act  
(R.S.Q., c. A-12)

Professional Code  
(R.S.Q., c. C-26, s. 91)

### DIVISION I GENERAL PROVISIONS

**1.01.** In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

- (a) "Order" : the Ordre des agronomes du Québec ;
- (b) "agrologist" : every person whose name is entered on the roll of the Order ;
- (c) "secretary" : the secretary of the Order ;
- (d) "records" : the records, books and registers that an agrologist must keep in the practice of his profession ;
- (e) "transferee" : the agrologist to whom are transferred the records of an agrologist upon a permanent cessation of practice ;
- (f) "provisional custodian" : the agrologist to whom are entrusted the records of an agrologist during a temporary cessation of practice.

**1.02.** The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

**1.03.** Nothing in this Regulation shall be interpreted as excluding the use of data processing or any other technical means for the keeping of records.

**1.04.** In the case of an agrologist who is a member or an employee of a partnership of agrologists or an employee of a natural or artificial person, this Regulation shall not apply to the records of such partnership or employer which are used by that agrologist in the practice of his profession. This Regulation shall, however, apply when all the members of a partnership of agrologists cease to practise.

**1.05.** An agreement respecting the transfer or provisional custody of the records of an agrologist who ceases

to practise must be certified in writing and sent to the secretary.

### DIVISION II PERMANENT CESSATION OF PRACTICE

**2.01.** Subject to sections 2.02 and 2.03, where an agrologist permanently ceases to practise his profession, he must, not later than 15 days prior to the date fixed for the cessation of his practice :

(a) if he has found a transferee, notify the secretary by registered or certified mail of the date on which he will cease to practise his profession and give him the name, address and telephone number of the transferee ; or

(b) if he has not found a transferee, inform the secretary thereof by registered or certified mail and notify him that he will give him custody of his records on the date fixed for the cessation of his practice.

**2.02.** Where an agrologist ceases to practise his profession as a result of his being permanently struck off the roll, the secretary must ensure that the agrologist who is struck off find a transferee within 60 days of the final decision regarding the striking off.

If a transferee has not been found upon the expiry of that period, the records of the agrologist who has been struck off shall be entrusted to the secretary.

**2.03.** Upon the death of an agrologist, the secretary must, as soon as he is notified thereof, ensure that the assigns of the deceased agrologist find a transferee as quickly as possible.

**2.04.** The transferee or the secretary, as the case may be, must, within 30 days following the date on which he takes possession of the records of an agrologist who permanently ceases to practise :

- (a) notify, in writing, the clients of that agrologist :
  - i. of the fact that the latter's records are in his possession ;
  - ii. of his address, telephone number and business hours ; and
  - iii. of their right to consult another agrologist ;
- (b) cause to be published twice, at an interval of 10 days, in at least one French language daily newspaper and, where applicable, in at least one English language daily

newspaper circulated in the region in which the agrologist practised his profession, an advertisement indicating his address, telephone number and business hours and specifying that the records of that agrologist are in his possession.

The transferee must send the secretary a copy of the advertisement contemplated in subparagraph *b* of the first paragraph.

**2.05.** The transferee or the secretary, as the case may be, must respect each person's right to take cognizance of the documents concerning him in any record made in his regard and to obtain copies of such documents. The fees for obtaining such copies shall be paid by the person who makes the request.

**2.06.** Where the secretary has custody of the records of an agrologist who has permanently ceased to practise his profession, he may at any time, after consulting that agrologist, entrust the records to a transferee.

**2.07.** While he has custody of the records of an agrologist who has permanently ceased to practise his profession, the secretary must take the necessary preservation measures in order to safeguard the interests of that agrologist's clients.

**2.08.** Subject to section 2.06, the secretary must retain the records he receives pursuant to this Division for a minimum of 5 years.

### DIVISION III TEMPORARY CESSATION OF PRACTICE

**3.01.** Subject to section 3.02, where an agrologist temporarily ceases to practise his profession, he must, not later than 15 days prior to the date fixed for the cessation of his practice :

(a) if he has found a provisional custodian, notify the secretary by registered or certified mail of the date on which he will temporarily cease to practise his profession, give him the date on which he intends to resume practising his profession and also the name, address and telephone number of the provisional custodian ; or

(b) if he has not found a provisional custodian, inform the secretary thereof by registered or certified mail and notify him that he will give him custody of the records on the date fixed for the cessation of his practice.

**3.02.** Where an agrologist ceases to practise his profession as a result of his being temporarily struck off the roll, the secretary must ensure that the agrologist who is struck off find a provisional custodian within 15 days of the expi-

ry of the delay for appeal or final decision regarding the striking off.

If a provisional custodian has not been found upon the expiry of that period, the records of the agrologist who is struck off shall be entrusted to the secretary.

**3.03.** The provisional custodian must communicate to the clients of the agrologist whose records are in his custody, the pertinent information respecting the progress of their record, keep such records up-to-date, and take the other necessary preservation measures in order to safeguard the interests of that agrologist's clients.

**3.04.** Section 2.04 applies *mutatis mutandis* to this Division except where an agrologist ceases to practise as a result of a temporary striking off lasting under 6 months.

**3.05.** Sections 2.05 to 2.07 apply *mutatis mutandis* to this Division.

**3.06.** The secretary or provisional custodian, as the case may be, must return the records to the agrologist immediately upon termination of the period of temporary cessation of practice.

**3.07.** An agrologist who no longer wishes to resume the practice of his profession during or after the expiry of the period in which he had temporarily ceased to practise, must comply with Division II.



c. A-12, r.7

## Regulation establishing the territorial limits of the sections of the Ordre des agronomes du Québec

Agrologists Act  
(R.S.Q., c. A-12)

Professional Code  
(R.S.Q., c. C-26, s. 65)

**1.** The territorial limits of the sections of the Ordre des agronomes du Québec are those of the following regions and subregions, described in the Regulation dividing Québec into regions for the application of section 65 of the Professional Code (c. C-26, r.8) :

(a) the territory of the Corporation of Agrologists of the region of the Eastern Townships is that of region 5 and of the municipalities of the municipal counties of Frontenac, Mégantic and Wolfe included in the subregions 03 and 05 of region 3, the municipalities of the municipal county of Arthabaska included in subregion 01 of region 4 ;

(b) the territory of the Corporation of Agrologists of the region of Hull is that of region 7 and of the municipalities of Labelle, La Minerve, La Conception, La Macaza, Amherst, Lac-des-Plages and Lac Tremblant Nord included in subregion 09 of region 6 ;

(c) the territory of the Corporation of Agrologists of the region of La Pocatière is that of the municipalities of the municipal county of Kamouraska included in subregion 01, and of the municipalities of the municipal counties of L'Islet and Montmagny included in subregion 03 of region 3 ;

(d) the territory of the Corporation of Agrologists of the region of Montréal is that of region 6 excluding the municipalities of the Saint-Hyacinthe and Sainte-Anne-de-Bellevue regions, the municipalities of the municipal county of Yamaska included in subregion 07, the municipalities of the municipal counties of Labelle and Papineau included in subregion 09, the municipalities and territories of Contrecoeur village and parish, Saint-Antoine-de-Padoue and Saint-Antoine-sur-Richelieu included in subregion 07 of region 6 ;

(e) the territory of the Corporation of Agrologists of the region of the Québec North-west is that of region 8, and of the municipalities mentioned in paragraph *b* of region 10 ;

(f) the territory of the Corporation of Agrologists of the region of Québec is that of subregion 03 of region 3 excluding the municipalities of the municipal counties of Kamouraska, L'Islet and Montmagny and subregion 05 of region 3 excluding the municipalities of the municipal counties of Frontenac, Mégantic and Wolfe, also excluding the municipalities of the municipal counties of Champlain, Maskinongé, Nicolet, Saint-Maurice and Yamaska included in subregion 03 of region 4 ;

(g) the territory of the Corporation of Agrologists of the region of Rivière-du-Loup—Gaspé is that of region 1 and of subregion 01 of region 3, excluding the municipalities and territories of the municipal county of Kamouraska ;

(h) the territory of the Corporation of Agrologists of the region of Sainte-Anne-de-Bellevue is that of the municipalities of the municipal counties of Soulanges and Vaudreuil included in subregion 03 of region 6 as well as the local municipalities of Baie-d'Urfé, Beaconsfield, Dollard-des-Ormeaux, Dorval, Ile-Dorval, Kirkland, Lachine, Pierrefonds, Pointe-Claire, Roxboro, Sainte-Anne-de-Bellevue, Sainte-Geneviève, Senneville, Saint-Raphaël-de-l'Île Bizard included in subregion 06 of region 6 ;

(i) the territory of the Corporation of Agrologists of the region of Saint-Hyacinthe is that of the municipalities of the municipal county of Drummond included in subregion 01 of region 4 ; the municipalities of the municipal counties of Brome and Shefford included in subregion 01 of region 6 ; the municipalities of the municipal county of Rouville included in subregions 01, 02 and 04 of region 6 ; the municipalities of the municipal counties of Bagot and Saint-Hyacinthe included in subregion 04 of region 6 ; the municipalities of the municipal county of Richelieu included in subregion 07 of region 6 and the municipalities and territories of Contrecoeur village and parish, Saint-Antoine-de-Padoue and Saint-Antoine-sur-Richelieu included in subregion 07 of region 6 and of the municipalities of La Providence, Sainte-Marie-Madeleine, Adamsville village and Adamsville without designation ;

(j) the territory of the Corporation of Agrologists of the region of Saguenay — Lac-Saint-Jean is that of regions 2 and 9, and of the municipalities mentioned in paragraph *a* of region 10 ;

(k) the territory of the Corporation of Agrologists of the region of Trois-Rivières—Nicolet is that of subregions 01 and 03 of region 4 and of subregion 07 of region 6, with the exception of the municipalities and territories included

in the territory of the Corporation of Agrologists of the region of Saint-Hyacinthe.





c. A-12, r.8

## Regulation respecting terms and conditions for election to the Bureau of the Ordre des agronomes du Québec

Agrologists Act  
(R.S.Q., c. A-12)

Professional Code  
(R.S.Q., c. C-26, s. 94)

### DIVISION I GENERAL PROVISIONS

**1.01.** The definitions contained in the Professional Code (R.S.Q., c. C-26) and in the Agrologists Act (R.S.Q. c. A-12) shall, unless the context indicates otherwise, apply to this Regulation.

**1.02.** The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

### DIVISION II TERMS OF OFFICE

**2.01.** The president and the vice-president shall be elected for a term of 2 years.

### DIVISION III ELECTION PROCEDURE FOR THE PRESIDENT AND VICE-PRESIDENT

**3.01.** The closing of the poll shall be fixed on the first Monday of June, at 18 h.

**3.02.** Between the 45th and the 60th day preceding the date of the closing of the poll, the secretary shall send a nomination paper to each member of the Ordre des agronomes du Québec (Order).

**3.03.** To be valid, a nomination paper must contain or be accompanied by the written consent of the nominated person.

**3.04.** A member may not sign more than one nomination paper for each of the offices to be filled.

**3.05.** A signature appearing on more than one nomination paper for each office to be filled shall be struck off all nomination papers.

**3.06.** Upon receipt of the nomination paper duly completed, the secretary shall give an official receipt personally to the candidate or send it to him by mail. This receipt shall attest to the validity of the nomination paper.

**3.07.** In addition to the documents described in section 69 of the Professional Code, the secretary of the Order shall send to each member of the Order, at least 15 days prior to the closing of the poll, a brief curriculum vitae of each candidate indicating, in particular, his age, the date of his admission and, where applicable, his principal activities within the Order.

**3.08.** The ballot-paper certified by the secretary must contain the following :

- (a) the name and coat of arms of the Order ;
- (b) the year of the election ;
- (c) the names in alphabetical order of the candidates for the office of president or vice-president ;
- (d) the date and hour of the closing of the poll.

**3.09.** An elector may obtain a new ballot-paper from the secretary if the first ballot-paper sent is lost or is unusable in any way, on condition that such elector make a solemn declaration in writing attesting that his ballot-paper was lost or is unusable.

**3.10.** The 5 scrutineers shall be designated from among the members of the Order.

**3.11.** The secretary as well as the scrutineers shall swear before any person authorized to administer the oath that they will faithfully discharge their duties.

**3.12.** The counting of the votes shall be done at the corporate seat of the Order.

**3.13.** Every ballot-paper shall be void :

- (a) on which the voter cast his vote other than by a cross ;
- (b) which is not certified by the secretary ;
- (c) which is soiled, has erasures or which contains an identification mark of the elector ;

(d) which is not returned in the envelope provided by the secretary and on which the word "ELECTION" is written.

**3.14.** The decision of the secretary concerning the validity of a ballot-paper shall be final.

**3.15.** The secretary shall have the result of the vote countersigned by the scrutineers.

**3.16.** Immediately following the counting of the votes, the secretary shall draw up under his signature a general report of the count and result of the vote. This report shall be placed into a sealed envelope to be kept until the annual general meeting at which it shall be opened and the winning candidates declared elected.

**3.17.** The secretary and scrutineers must maintain absolute secrecy until the official announcement of the result of the elections.

**3.18.** The secretary must send to each candidate a copy of the report referred to in section 3.16.

**3.19.** Where, during the election period, the secretary is unable to act for any reason deemed sufficient by the Bureau, the latter shall designate a member of the Order to replace the secretary. The person thus designated shall assume, for the purposes of the election, all the rights and obligations of the secretary for whom he is substituting.



c. A-12, r.9

## **Regulation respecting equivalence standards of training for a permit to be issued by the Ordre des agronomes du Québec**

Agrologists Act  
(R.S.Q., c. A-12)

Professional Code  
(R.S.Q., c. C-26, s. 94)

### **DIVISION I GENERAL PROVISIONS**

**1.01.** In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

- (a) “Order” : the Ordre des agronomes du Québec ;
- (b) “training equivalence” : the recognition by the Bureau that the training of a candidate indicates that the latter has attained a level of knowledge equivalent to that attained by the holder of a diploma recognized as giving access to the permit ;
- (c) “credit” : the quantative value allotted to the work load required from a student, one credit corresponding to 45 hours of attendance at a course or of personal work ;
- (d) “agricultural sciences” : all the physical, biological and economic sciences as applied to the soil, the plants and the animals used in agricultural production, as well as to the various forms of activity and the conservation of the rural milieu ;
- (e) “secretary” : the secretary of the Order.

**1.02.** The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

**1.03.** The secretary shall forward a copy of this Regulation to any candidate who wishes to have an equivalence recognized.

### **DIVISION II PROCEDURE FOR THE RECOGNITION OF AN EQUIVALENCE**

**2.01.** A candidate who wishes to have a training equivalence recognized must provide the secretary with those of the following documents necessary to support his application :

- (a) his academic record including the description of the courses taken ;
- (b) proof of the obtainment of his diploma ;
- (c) an attestation of his participation in a professional training period ;
- (d) an attestation of pertinent work experience.

**2.02.** The fee for studying the record is 50 \$ payable to the secretary of the Order.

**2.03.** The secretary shall forward the documents prescribed in section 2.01 to the committee on equivalence formed by the Bureau to study the applications for equivalence and make a suitable recommendation. At the first meeting following receipt of the report of that committee, the Bureau shall decide whether or not it recognizes each equivalence and inform the candidates in writing of its decisions.

**2.04.** Within 15 days following its decision not to acknowledge his equivalence, the Bureau must inform the candidate in writing of the curriculum, training periods or examinations whose satisfactory completion, considering his present level of knowledge, would allow him to be granted such equivalence.

### **DIVISION III STANDARDS FOR TRAINING EQUIVALENCE**

**3.01.** A candidate shall be granted a training equivalence if he proves that he has :

- (a) a level of knowledge equivalent to that attained upon completion of university studies in agricultural sciences comprising a minimum of 90 credits ; and
- (b) pertinent work experience of at least 2 years.

**3.02.** In order to determine whether a candidate shows that he has the level of knowledge required under para-

graph *a* of section 3.01, the Bureau shall take the following factors into account :

- (a) the fact that the candidate holds one or several diplomas obtained in Québec or elsewhere ;
- (b) the courses taken ;
- (c) the total number of years of schooling ; and
- (d) the training periods served.

Where the appreciation made under the first paragraph does not allow a decision to be made, the Bureau may stipulate an examination or training period to complete the said appreciation.

#### **DIVISION IV**

#### **FINAL PROVISION**

**4.01.** In order to obtain a permit to practise, the candidate must also comply with the terms and conditions prescribed in the Regulation respecting admission to the practice of the profession of agrologist (c. A-12, r.1).



c. A-12, r.10

## **Regulation respecting equivalence standards for diplomas granted by educational institutions outside Québec for an agrologist's permit to be issued**

Agrologist's Act  
(R.S.Q., c. A-12)

Professional Code  
(R.S.Q., c. C-26, s. 94)

### **DIVISION I GENERAL PROVISIONS**

**1.01.** In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

(a) "credit" : the numerical value attributed to the work load required from a student, namely, 45 hours of attendance at a course and of personal work ;

(b) "equivalence" : level of schooling comparable to that of a diploma recognized valid as giving access to the permit to practise the profession of agrologist ;

(c) "agricultural sciences" : the aggregate physical, biological and economic sciences applied to soils, plants and animals used in agricultural production, as well as to the various forms of rural environment activity and preservation.

**1.02.** The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

### **DIVISION II ACKNOWLEDGMENT OF EQUIVALENCE**

**2.01.** The Bureau shall acknowledge the equivalence of a candidate's diploma upon the report of the committee on equivalences in each particular case.

**2.02.** A candidate who wishes that the equivalence of his diploma be determined must :

(a) furnish his academic record to the secretary of the Ordre des agronomes du Québec (Order) ; and

(b) pay to the secretary fees in the amount of 50 \$ for the study of his record.

### **DIVISION III STANDARDS FOR EQUIVALENCE**

**3.01.** A candidate who holds an undergraduate degree in agricultural sciences conferred by a Canadian university or higher educational institution situated outside Québec shall be given an equivalence if :

(a) he obtained that diploma upon completion of full-time studies of a duration of at least 3 years and including a minimum of 90 credits ; and

(b) he has fulfilled the conditions prescribed in section 2.02.

**3.02.** A candidate who holds an undergraduate degree in agricultural sciences obtained in a university or higher educational institution situated outside Canada, shall be given an equivalence if :

(a) he obtained that diploma upon completion of full-time studies of a duration of at least 3 years and including a minimum of 90 credits ;

(b) he fulfilled the conditions prescribed in section 2.02.

**3.03.** A candidate who has an undergraduate degree in a field other than agricultural sciences conferred by a university or a higher educational institution situated outside Québec, shall be given an equivalence if :

(a) he holds a graduate or postgraduate degree conferred by a university or higher educational institution ;

(b) his entire university studies include at least 90 credits in agricultural sciences ;

(c) he has fulfilled the conditions prescribed in section 2.02.

### **DIVISION IV FINAL PROVISION**

**4.01.** To obtain a permit to practise, the candidate must also comply with the terms and conditions prescribed in the Regulation respecting admission to the practice of the profession of agrologist (c. A-12, r.1).

O.C. 3265-76, (1976) 108 O.G. II, 5725 and 7723

O.C. 822-77, (1977) 109 O.G.II, 1675

O.C. 588-78, (1978) 110 G.O., 1503



c. A-12, r.11

## Regulation respecting the procedure for conciliation and arbitration of accounts of agrologists

Agrologists Act  
(R.S.Q., c. A-12)

Professional Code  
(R.S.Q., c. C-26, s. 88)

### DIVISION I DEFINITIONS AND INTERPRETATION

**1.01.** In this Regulation, unless the context indicates otherwise, the following words mean :

- (a) “Order” : the Ordre des agronomes du Québec ;
- (b) “secretary” : the secretary of the Order ;
- (c) “agrologist” : a member of the Order whose account is the object of a dispute with a client ;
- (d) “council” : the council for arbitration of accounts set up under Division III ;
- (e) “syndic” : the syndic, assistant syndic or one of the corresponding syndics of the Order.

**1.02.** The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

### DIVISION II CONCILIATION

**2.01.** The syndic shall forward a copy of the Regulation to every person who so requests.

**2.02.** A client who has a dispute with a member of the Order with respect to the amount of an account for professional services must, before seeking arbitration, apply for conciliation by the syndic by forwarding to him by registered or certified mail the form prescribed in Schedule 1 duly completed.

**2.03.** The application for conciliation must be sent before the day on which an action for a claim concerning the account contested is served by the agrologist upon the client.

**2.04.** Within 5 days from the date on which he receives the application for conciliation, the syndic shall forward the agrologist a copy of such application by registered or certified mail.

**2.05.** The syndic shall proceed with the conciliation in the manner he deems most appropriate.

**2.06.** The syndic shall send a report of his conciliation to both parties as soon as possible and not later than 30 days from the date of receipt of the application for conciliation.

**2.07.** Where the conciliation did not result in an agreement between the parties, the client may, within 15 days from the date of receipt of the syndic's report or, in default of such report, within 45 days from the date of receipt of his application for conciliation, have recourse to arbitration in accordance with Division III.

### DIVISION III ARBITRATION

#### *§1. Submission to arbitration*

**3.01.01.** A client shall request arbitration by filing with the secretary 2 copies of a “submission to arbitration” drafted in the form prescribed in Schedule 2, duly completed and bearing his signature.

**3.01.02.** Within 5 days from the receipt of the request for arbitration, the secretary shall forward to the agrologist, by registered or certified mail, a copy of the submission to arbitration signed by the client.

**3.01.03.** Within 10 days from the receipt of such copy, the agrologist shall sign it and return it to the secretary.

#### *§2. Formation of council*

**3.02.01.** In order to settle the dispute between the client and the agrologist, the Bureau shall set up an arbitration council composed of one member of the corporation. The Bureau shall also appoint a clerk to assist him in the exercise of his functions.

**3.02.02.** The clerk shall notify the parties of the formation of the council.

**3.02.03.** (1) A motion for recusation of an arbitrator shall only be made for one of the causes set forth in article 234 of the Code of Civil Procedure (R.S.Q., c. C-25) and must be forwarded in writing to the clerk, the arbitrator and the parties within 10 days from the day on which the party who invokes it becomes aware of the cause for recusation.

(2) The Bureau shall decide on the motion for recusation and, where applicable, designate a new arbitrator.

**3.02.04.** Before acting, the arbitrator must take the oath or make the affirmation of discretion prescribed in Schedule II of the Professional Code (R.S.Q., c. C-26).

**3.02.05.** In the case of the death or inability to act of the arbitrator, the Bureau shall appoint a new arbitrator.

### §3. Hearing

**3.03.01.** The chairman of the council shall fix the date, hour and place of the hearing. The clerk shall notify the parties in writing at least 10 days prior to such date.

**3.03.02.** The council may ask each party to submit, within a given time limit, a statement of his pretensions with documents in support thereof.

**3.03.03.** The council shall convene the parties, hear them, receive their evidence or, if they offer none, record their default.

**3.03.04.** The council shall proceed with dispatch to the hearing of the dispute according to the procedure and mode of evidence it deems appropriate.

**3.03.05.** The evidence shall not be recorded unless the council or one of the parties so requests. In the latter case, the party shall assume the cost thereof.

**3.03.06.** (1) The clerk shall draw up the minutes of the hearing and have them signed by the chairman.

(2) The minutes shall constitute *prima facie* proof of their content.

**3.03.07.** Articles 945 and 947 of the Code of Civil Procedure shall apply *mutatis mutandis* to the arbitration held in virtue of this Regulation.

### §4. Arbitrary decision

**3.04.01.** The council must render its decision within 60 days following the end of the hearing, unless the parties agree in writing to extend that time period.

**3.04.02.** The council decides as arbitrator and renders the decision it considers most appropriate.

**3.04.03.** (1) The decision must be well-founded and signed by the arbitrator.

(2) The clerk shall forward the decision to the parties without delay.

**3.04.04.** The expenses incurred by the parties for the holding of the arbitration shall be assumed by each of them respectively and cannot be claimed by the adverse party.

**3.04.05.** (1) The decision must adjudge on the arbitration fees.

(2) The total amount of the arbitration fees shall in no case exceed 10% of the amount which is the object of the arbitration as fixed in section 3 of the submission to arbitration.

(3) Where an agreement is reached between the parties before the decision of the council is rendered, the latter shall all the same adjudge on the arbitration fees in accordance with this section.

**3.04.06.** The decision is final.

**3.04.07.** The complete record of arbitration is filed with the secretary who, unless explicitly authorized by the parties, shall issue a copy thereof in whole or in part only to the latter, their advocate, the syndic and members of the Bureau.

## SCHEDULE 1

(s. 2.02)

### APPLICATION FOR CONCILIATION

I, the undersigned, .....  
(name and address)

.....  
in person or (where applicable) representing .....  
..... for the purposes of this application,  
as attested to by the authorization annexed hereto, being duly sworn, declare that :

1. .... has claimed from me the sum  
(name of agrologist)  
of ..... for professional services rendered  
between ..... and ..... as at-  
tested to in the account annexed hereto ;

2. I refuse to pay that account for the following reason(s) :  
.....  
.....  
.....

but (where applicable) I acknowledge that I owe the sum of ..... for the professional services referred to in such account ;

3. I apply for conciliation by the syndic under Division II of the Regulation respecting the procedure for conciliation and arbitration of accounts of agrologists (R.R.Q., c. A-12, r.11), of which I declare to have received a copy and taken cognizance.

Sworn or declared solemnly before me And I have signed

at ..... (Signature of client or his duly authorized representative)

this ..... 19. . .

Commissioner for oaths

## SCHEDULE 2

(s. 3.01.01)

### SUBMISSION TO ARBITRATION

Entered into by :

..... (name and address)  
in person or (where applicable) representing .....  
..... for the purposes of this submission,  
as attested to by the authorization annexed hereto,  
hereinafter referred to as "party of the first part",

and

..... (name and address)  
member of the Ordre des agronomes du Québec,  
hereinafter referred to as "part of the second part",

who make the following declarations and agreements.

1. The party of the second part claims from the party of the first part the sum of ..... for professional services rendered between ..... and .....  
....., as attested to by the account a copy of which is annexed hereto ;

2. The party of the first part refuses to pay this account for the following reason(s) :

.....  
.....  
.....

but (where applicable) the party of the first part acknowledges that he owes the sum of ..... for the professional services referred to in such account, and renounces to the benefit of any time elapsed with respect to the prescription of that sum ;

3. The dispute between the parties bears on the entire account or (where applicable) on that part of the account which exceeds that which the party of the first part acknowledges that he owes to the party of the second part, namely the sum of ..... ;

4. The dispute between the parties will be settled by arbitration held in accordance with Division III of the Regulation respecting the procedure for conciliation and arbitration of accounts of agrologists (R.R.Q., c. A-12, r.11), of which the parties declare having received a copy and taken cognizance ;

5. The party of the second part binds himself, for the duration of the arbitration, not to claim before the civil courts that part of the account which is the object of the dispute ;

6. The arbitrary decision binds the parties and the rules set forth in Book VII of the Code of Civil Procedure (R.S.Q., c. C-25) shall apply to its enforcement ;

7. This submission may be annulled only with the written consent of the parties.

(signature of client or his duly authorized representative) (signature of agrologist)

Signed at ..... Signed at .....  
this ..... 19. . . this ..... 19. . .





c. A-12, r.12

## **Regulation respecting the procedure of the professional inspection committee of agrologists**

Agrologists Act  
(R.S.Q., c. A-12)

Professional Code  
(R.S.Q., c. C-26, s. 90)

### **DIVISION I DEFINITIONS AND INTERPRETATION**

**1.01.** In this Regulation, unless the context indicates otherwise, the following words mean :

- (a) “committee” : the professional inspection committee ;
- (b) “Order” : the Ordre des agronomes du Québec ;
- (c) “records” : the records, books and registers relating to the practice of the profession by a member of the Order and including :
  - i. among the records, books and registers of his employer or colleagues, the documents in which he has in fact collaborated ; and
  - ii. any property that has been entrusted to him by a client ;
- (d) “investigator” : the committee, one of its members or a person authorized to assist the committee in the exercise of its function.

**1.02.** The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

### **DIVISION II COMMITTEE**

**2.01.** The committee is composed of 6 members appointed by the Bureau from among the agrologists who have been practising for at least 3 years.

**2.02.** The committee shall hold its sittings on the dates and at the places determined by it or by its chairman.

**2.03.** The Bureau of the Order designates the secretary of the committee.

**2.04.** The office of the committee is situated at the corporate seat of the Order. All the minutes, reports and other documents of the committee are kept in the said office.

### **DIVISION III DRAWING UP OF A PROFESSIONAL RECORD**

**3.01.** As its activities progress, the committee shall draw up and keep up-to-date a professional record for each member of the Order who is the object of an inspection under this Regulation.

**3.02.** The professional record contains a summary of the agrologist's academic qualifications and experience as well as all the records pertaining to the inspection of which he is the object under this Regulation.

**3.03.** An agrologist is entitled to consult his record and to obtain a copy thereof.

### **DIVISION IV GENERAL SUPERVISION OF THE PRACTICE OF THE PROFESSION**

**4.01.** The committee shall supervise the practice of the profession by the members of the Order according to the programme established by it.

**4.02.** Each year, the Bureau shall publish the committee's general supervision programme in the bulletin of the Order.

**4.03.** At least 15 days before the date fixed for the inspection of an agrologist's records by an investigator, the committee shall, through its secretary, send the agrologist in question, by registered or certified mail, a notice in accordance with the form in Schedule 1.

**4.04.** The agrologist must acknowledge receipt of the notice within 5 days. If he cannot receive the investigator on the prescribed date, he must decide on another date with the secretary of the committee.

**4.05.** When an investigator ascertains that the agrologist was unable to take cognizance of the notice referred to in section 4.03, he shall so inform the committee which shall fix a new date for the verification and notify the agrologist thereof.

**4.06.** An investigator must, if so required to do, submit a certificate attesting to his qualifications, signed by the secretary of the committee.

**4.07.** The agrologist whose records are the object of verification may be present or be represented by a mandatory.

**4.08.** If he has reason to believe that the committee should subject an agrologist to special inquiry, the investigator shall draw up a verification report and forward it to the committee for study within 15 days following his verification.

#### **DIVISION V SPECIAL INQUIRY INTO THE COMPETENCE OF AN AGROLOGIST**

**5.01.** At the request of the Bureau or on its own initiative, the committee or one of its members shall make a special inquiry into the competence of an agrologist, or designate an investigator for such purpose.

**5.02.** (1) At least 5 clear days before the date of the special inquiry, the committee shall, through its secretary, send to the agrologist in question, by registered or certified mail, a notice in accordance with the form in Schedule 2.

(2) Notwithstanding subsection 1, where the sending of a notice to the agrologist, could jeopardize the objects for which a special inquiry is to be held, the committee may authorize an investigator to make such inquiry without such notice.

**5.03.** An investigator may give the employer, representative or employee of an agrologist notice of the order to allow him access to the records of that agrologist.

**5.04.** Where records are held by a third party, the agrologist must, at the investigator's request, authorize the latter to take cognizance or a copy thereof.

**5.05.** An investigator may request that a person who makes a declaration to him relative to an inquiry attest such declaration under oath or by solemn affirmation.

**5.06.** If the agrologist refuses to receive an investigator, the latter shall immediately notify the syndic.

**5.07.** The investigator shall draw up a report and forward it to the committee for study within 30 days after termination of his inquiry.

**5.08.** Sections 4.06 and 4.07 shall apply *mutatis mutandis* to an inquiry held under this Division.

#### **DIVISION VI RECOMMENDATIONS OF THE COMMITTEE**

**6.01.** Where the committee, after study of an investigator's report, has reason to believe that it is not expedient to recommend to the Bureau that an agrologist be required to serve a period of refresher training and that the right of such professional to engage in professional activities during such period be limited, it shall notify the Bureau and the agrologist in question within 15 days following its decision.

**6.02.** Where the committee, after study of an investigator's report, has reason to believe that it is expedient to recommend to the Bureau that an agrologist be required to serve a period of refresher training and that the right of such agrologist to engage in professional activities during such period be limited, it must permit the agrologist in question to present a full and complete defence relative to the appraisal of his competence.

**6.03.** For such purpose, the committee shall convene the agrologist and send him, by registered or certified mail, 15 days before the date fixed for the hearing, the following information and documents :

(a) a notice specifying the date and hour of the hearing ;

(b) a statement of the facts and reasons for convening him before the committee ; and

(c) a copy of the report made by the investigator concerning him.

**6.04.** An agrologist or witness summoned before the committee may be assisted by an advocate.

**6.05.** The committee shall receive the oath or solemn affirmation of the agrologist and the witnesses through the intermediary of a commissioner for oaths.

**6.06.** The hearing shall be held *in camera* unless the committee, at the request of the agrologist, considers that it is in the public interest that it not be held in this manner.

**6.07.** The committee may proceed *ex parte* if the agrologist does not appear on the date and at the hour prescribed.

**6.08.** The deposition shall be recorded at the request of the agrologist or of the committee.

**6.09.** (1) The committee and the agrologist shall pay their own costs, with the exception of recording expenses which shall be shared equally between them.

(2) Notwithstanding subsection 1, where the recording of depositions is made at the request of the committee, the latter shall assume the expenses thereof.

**6.10.** In its recommendations concerning an agrologist, the committee shall take into account the type of professional activities in which the agrologist is generally engaged.

**6.11.** The recommendations of the committee are made by the majority of its members within 90 days after the end of the hearing. The reasons shall be given on which they are based, signed by the members of the committee who concurred in them and forwarded to the Bureau and the agrologist in question without delay.

**6.12.** The committee may also make recommendations to the Bureau on the refresher training periods organized by the Order for its members.

**6.13.** When the committee has reason to believe that a complaint within the meaning of section 116 of the Professional Code (R.S.Q., c. C-26) might be laid against an agrologist, it shall notify the syndic of the Order.

## DIVISION VII

### DECISION OF THE BUREAU

**7.01.** The Bureau shall study the recommendations of the committee at the first meeting held following their receipt; it shall take the decision it seems appropriate and notify the agrologist and the committee as soon as possible.

## SCHEDULE 1

(s. 4.03)

### THE ORDRE DES AGRONOMES DU QUÉBEC PROFESSIONAL INSPECTION COMMITTEE

#### Notice of verification

Notice is given that, within the framework of the programme for general supervision of the practice of the profession, an investigator from our committee will verify your records, books and registers on .....  
19 ..... at ..... h .....

Signed at .....  
on ..... 19...

The professional inspection committee

per : .....  
secretary of the committee

## SCHEDULE 2

(s. 5.02)

### THE ORDRE DES AGRONOMES DU QUÉBEC PROFESSIONAL INSPECTION COMMITTEE

#### Notice of special inquiry

Notice is given that, at the request of the Bureau (or on its own initiative), the committee has designated an investigator to make a special inquiry into your professional competence on ..... 19 ..... at ..... h .....

Signed at .....  
on ..... 19...

The professional inspection committee

per : .....  
secretary of the committee



c. A-12, r.13

## Regulation respecting advertising by agrologists

Agrologists Act  
(R.S.Q., c. A-12, s. 11)

Professional Code  
(R.S.Q., c. C-26, s. 92)

### DIVISION I GENERAL PROVISIONS

**1.01.** The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

**1.02.** The items which an agrologist may mention in his public advertisements and the conditions under which he may advertise are those described in this Regulation.

### DIVISION II PROFESSIONAL CARD

**2.01.** An agrologist shall not enter on his professional card anything other than :

- (a) his name and, where applicable, that of his partners ;
- (b) his profession and, where necessary, his membership in another professional corporation ;
- (c) his activities ;
- (d) his speciality, if he holds a specialist's certificate recognized by the Order ;
- (e) his academic titles ;
- (f) the address of his place of business, his telephone number and his business hours ;
- (g) the coat of arms of the Order, or that of his employer ;
- (h) the name of his employer, where necessary.

**2.02.** The professional card shall not measure more than 6 centimetres in width and 11 centimetres in length.

### DIVISION III NEWS MEDIA

**3.01.** An agrologist may publish or allow to be published in newspapers, magazines, periodicals, directories or in any other printed matter, an advertisement containing all or part of that which is indicated in section 2.01. The said advertisement shall not, however, exceed 1 square decimetre, or about 16 square inches.

**3.02.** (1) Upon the opening of his place of business, of his taking up a post in an existing place of business, upon his first entry on the roll of the Order, or upon appointment to a position related to the practice of the profession, an agrologist may publish his photograph and certain biographical notes in newspapers, magazines, periodicals or in any other printed matter.

(2) The photograph authorized in subsection 1 shall not exceed 64 square centimetres (or about 9 square inches).

### DIVISION IV STATIONERY

**4.01.** An agrologist may enter on his stationery all or part of that which is indicated in section 2.01.

### DIVISION V PLACE OF BUSINESS

**5.01.** (1) One of the outer walls of the immovable in which his place of business is located or on the ground on which the said immovable is erected, the agrologist may post up a sign mentioning all or part of that which is indicated in section 2.01.

(2) If the immovable in which his place of business is located is at a crossroads, the agrologist may post up such sign on the outer walls or on the land facing each of the converging roads.

**5.02.** Within his place of business, the agrologist may place, in public view, a sign mentioning all or part of that which is indicated in section 2.01.

**5.03.** The signs authorized pursuant to this Division shall not exceed 25 square decimetres (or about 2,8 square feet).

## DIVISION VI

### COAT OF ARMS OF THE ORDER

**6.01.** The Order is represented by a coat of arms in conformity with the original held by the secretary of the Order and contains the following elements :

(a) **arms** — azure, displaying the book of science or, charged with a plume gules and surmounted by a cornute or, an eprouvette of the same brochant ; on the chape argent charged on the dexter with a clover proper in full vert, the stem bearing three leaves, the florules of the flower bordered in gules on the sinister a vert barley ear ;

(b) **timber** — a half-shadow of sun or, the rays bordered in gules ;

(c) **motto** — a scroll or, bordered in gules bearing the motto : *Servir du même* ;

(d) **escutcheon** — accosted by two maple leaf branches in the form of a wreath issuant from the scroll.

**6.02.** When the agrologist reproduces the coat of arms of the Order for advertising purposes, he must ensure that such conforms with the original kept by the secretary of the Order, and that it does not exceed 25 square decimetres (or about 2,8 square feet).



c. A-12, r.14

## Regulation respecting refresher training periods for agrologists

Agrologists Act  
(R.S.Q., c. A-12)

Professional Code  
(R.S.Q., c. C-26, s. 94)

### DIVISION I GENERAL PROVISIONS

**1.01.** In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

- (a) “Order” : the Ordre des agronomes du Québec ;
- (b) “training period” : a refresher training period contemplated by this Regulation ;
- (c) “trainee agrologist” : an agrologist required to serve a training period ;
- (d) “tutor” : an agrologist responsible for verifying whether a training period or part of a training period is in conformity with the objectives and the terms and conditions determined by the Bureau.

**1.02.** The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

### DIVISION II TRAINING PERIOD

**2.01.** The Bureau may, if it deems that the level of competence of a member is lower than the requirements for protection of the public, oblige an agrologist to serve a training period where :

- (a) his name is entered on the roll more than 5 years after he has obtained his permit or more than 5 years after the date on which he was entitled to the issuance of such permit ;
- (b) his name is re-entered on the roll after failing to be entered thereon for more than 5 years ;
- (c) his name is re-entered on the roll after having been struck off for more than 5 years ;
- (d) a recommendation to that effect by the professional inspection committee or the committee on discipline is

made in his regard, pursuant to section 113 or 160 of the Professional Code (R.S.Q., c. C-26) ;

(e) he has served a training period considered, in virtue of section 2.10, not to be in conformity with the objectives and the terms and conditions determined by the Bureau.

**2.02.** A training period may not be prescribed more than 120 days from the time when an agrologist is liable to be required to serve it.

**2.03.** A training period may, in particular, consist of one or more of the following activities :

- (a) a practical training period ;
- (b) studies ;
- (c) courses ;
- (d) research work.

**2.04.** A training period may not exceed 1 000 hours, nor extend over a period of more than 12 consecutive months.

**2.05.** The Bureau’s decision to require an agrologist to serve a training period must specify the objectives, the duration and the terms and conditions of that training period.

**2.06.** The Bureau shall determine the place where and the time when the training period must be held and, where necessary, designate one or several tutors.

**2.07.** A tutor shall submit a report to the Bureau within 10 days after completion of his mandate stating, with supporting grounds, whether the trainee agrologist acted, while under his supervision, in conformity with the objectives and the terms and conditions determined by the Bureau.

**2.08.** The trainee agrologist or his tutor may be required to submit additional reports to the Bureau on the dates determined by the latter.

**2.09.** The tutor must also send the trainee agrologist a copy of the report at the same time that he submits that report to the Bureau pursuant to section 2.07 or 2.08.

**2.10.** After study of each of the reports required in virtue of sections 2.07 and 2.08, the Bureau shall decide,

within 20 days following receipt of such reports, whether the training period is in conformity with the objectives and the terms and conditions it has determined.

### **DIVISION III**

#### **LIMITATION OF PROFESSIONAL ACTIVITIES**

**3.01.** The Bureau may, if it so deems necessary for the protection of the public, limit the trainee agrologist's right to practise during all or part of a training period, particularly in any of the following ways :

(a) by determining when or where he is authorized or not authorized to practise ;

(b) by determining the professional acts which he is authorized to perform ;

(c) by requiring that the professional acts that he is authorized to perform, or certain of them, be performed under the supervision of one or several agrologists.

**3.02.** The Bureau's decision to limit a trainee agrologist's right to practise must be communicated to his employer.

### **DIVISION IV**

#### **DECISION OF THE BUREAU**

**4.01.** Before prescribing a training period or limiting a trainee agrologist's right to practise, the Bureau must give the agrologist concerned the opportunity to be heard. To that end, the Bureau must give a written notice of at least 5 days of the date of the hearing to the agrologist, sending it to his last address known to the secretary.

**4.02.** The reasons for a decision prescribing a training period, limiting a trainee agrologist's right to practise, or ruling on the validity of a completed training period, must be given in writing and sent to the agrologist. It may be served in accordance with the Code of Civil Procedure (R.S.Q., c. C-25) or sent to him by registered or certified mail.

**4.03.** The Bureau's decision prescribing a training period or limiting a trainee agrologist's right to practise shall take effect 30 days after being sent to or served on the latter.

**4.04.** During a training period the Bureau may, following a request thereto by the trainee agrologist giving his reasons therefor and communicated to his tutor, alter the duration and requirements of the training period and the conditions of limitation of the trainee agrologist's right to practise.

**4.05.** An agrologist is required to comply with every decision of the Bureau rendered in accordance with this Regulation.



c. A-12, r.15

## **Tariff of fees of agrologists**

Agrologists Act  
(R.S.Q., c. A-12)

Professional Code  
(R.S.Q., c. C-26)

**1.** Except as regards paid agrologists practising their profession for their customary employer, practising agrologists must request from their clients, for professional services rendered, in addition to all legitimate disbursements or expenses incurred in the exercise of their duties on the service of their clients, professional fees of at least the equivalent of 75 \$ for each 6-hour working day.

**2.** In order to foresee, conciliate or pacify any dispute which may arise between an agrologist and his client or employer respecting the value of the services rendered by a member of the Order, the Bureau, upon application made to the syndic by the client or employer, may order an inquiry by 3 agrologists appointed by it who shall within a reasonable delay, transmit their report to the Bureau which shall decide finally.

It shall be derogatory for a member of the Order to refuse to submit himself to the inquiry ordered under the aforesaid conditions, or to refuse to accept or neglect to carry out the decision of the Bureau rendered following such inquiry.

This section shall also apply *mutatis mutandis* to relations between agrologists.

**3.** This Tariff shall remain in force until 1 January 1984.





c. A-13, r.1

## Regulation respecting assistance for industrial development

Industrial Development Assistance Act  
(R.S.Q., c. A-13)

### DIVISION I DEFINITIONS

**1.** In this Regulation, the following expressions mean :

(a) “Act” : the Industrial Development Assistance Act (R.S.Q., c. A-13) ;

(b) “investment” : all capital expenditures pertaining to land, building, machinery or equipment, plus expenditures pertaining to the acquisition of patents ;

(c) “total financial assistance” : the sum of the balance owing on the financial assistance already granted by the Corporation to a manufacturing business, and any financial assistance being considered ;

(d) “cost of loans” : the interest payable on the loans referred to in paragraph *d* of section 3 of the Act ;

(e) “Corporation” : the Société de développement industriel du Québec.

### DIVISION II ADMISSIBILITY OF APPLICATIONS

**2.** Any person wishing to receive financial assistance must apply therefor to the Corporation on a form the contents of which, as far as possible, shall be the same as those of that reproduced in Schedule 1 ; the applicant must supply all pertinent information concerning the organization of the manufacturing business for which financial assistance is requested, its owners, its field of activities, the evolution of its past, present and projected operations and any purposes which justify the application and the means which the enterprise can put forth to attain them.

**3.** Financial assistance may be granted to any manufacturing business, whether already existing or in the process of being formed.

**4.** Financial assistance shall be used exclusively for the development of manufacturing operations conducted in Québec.

**5.** A manufacturing business may apply for financial assistance even if only part of its activities are of a manufacturing nature. The financial assistance granted must then serve exclusively for the manufacturing section of the business.

**6.** Financial assistance cannot be granted when the manufacturing business has assigned its assets or falls under a receiving order pursuant to the Bankruptcy Act (R.S.C., 1970, c. B-3), has made a proposal to its creditors or has committed an act of bankruptcy pursuant to the said Act, falls under a winding-up order pursuant to a winding-up Act or is insolvent or about to become so.

However, financial assistance may be granted when insolvency arises from partial or complete destruction of the manufacturing business by fire or another *force majeure* event causing a cessation of operations and a capital loss which, added to its liabilities, renders it insolvent.

**7.** To obtain financial assistance, the manufacturing business must establish, among other things :

(a) that the investment by shareholders or owners is sufficient ;

(b) that its management has the competence required to achieve the aims of the business ;

(c) that its financial outlook is sufficient to permit reimbursement of the financial assistance within a reasonable period of time ;

(d) that the security offered assures valid protection ;

(e) that it has growth potential which can contribute to the economic development of a region in Québec.

**8.** The manufacturing business shall also supply the Corporation any information required to determine whether the said business and the application submitted are covered by paragraphs *a, b, c, d, e* or *f* of section 2 of the Act.

### DIVISION III CLASSIFICATION OF APPLICATIONS

**9.** Any manufacturing business applying for financial assistance which a business may apply for under para-

graph *a* of section 2 of the Act, must fulfill, in addition to the other conditions set forth in this Regulation, those provided for under sections 10, 11, 12 and 13 of this Division.

**10.** In the case of a business already established in Québec, the investment must not be intended to replace the existing capital assets but to increase the production capacity of the business.

**11.** The products to be produced by a manufacturing business must have markets offering the prospect of continuous, significant growth and exports of at least 20% of the business's production outside Québec at the end of 3 years operation.

**12.** The products referred to in section 11 must not be products :

(a) resulting simply from a first processing of natural resources ;

(b) having markets protected in Canada by tariffs or quotas whose eventual reduction or disappearance could entail serious difficulties for the businesses concerned.

**13.** The technology used in the manufacture of such goods must be modern and applied to :

(a) ensure optimum productivity for the manufacturing business so as to make it competitive and, in the case of an existing business, lead to a production increase to supply expanding markets ;

(b) cause the enterprise to hire graduates from Québec colleges and universities ;

(c) provide for the whole work force salaries at least equal to the average prevailing by the manufacturing businesses of the region.

**14.** Every manufacturing business which applies for the financial assistance which a business contemplated in paragraph *b* of section 2 of the Act may claim for, must meet, in addition to the other conditions determined by this Regulation, those provided under section 15 of this Division.

**15.** A pool project contemplated in paragraph *b* of section 2 of the Act, in respect of which financial assistance is solicited, must :

(a) be submitted to the Corporation prior to any contractual obligation between the parties to that effect ;

(b) involve businesses which are the property of individuals, shareholders or different financial groups, and which are not financially dependent upon one another at the time where the project is referred to the Corporation ;

(c) contemplate manufacturing businesses contributing to or complementary to the products plan ;

(d) be, during the entire period of assistance, more than 50% controlled by residents of Québec once the pooling has been carried out.

#### **DIVISION IV** **FORMS OF FINANCIAL ASSISTANCE**

**16.** The current rate of interest is determined by the Corporation and must be revised as and when financial market developments require. The interest rate required for a loan must be close to that applied by private financial institutions under similar circumstances.

**17.** In cases referred to in paragraph *a* or *b* of section 2 of the Act, the reduced rate of interest at which loans may be granted must not be lower than half the market rate and shall be determined for each manufacturing industry by the Government so as to ensure reasonable profitability of the investments required for carrying out its project, and with regard to its training outlays in Québec and to the unemployment situation in the region.

**18.** Before an exemption can be obtained in conformity with paragraph *e* of section 3 of the Act, the manufacturing business must establish that it has notably increased its volume of business during the 5 year period following the first disbursement made by the Corporation, and that the number of its employees has significantly increased during that period.

**19.** A manufacturing business may be exempted from repaying up to 70% of the amount of the loan or 1 000 000 \$, whichever is lower, providing that the total sum of the amount not repaid in accordance with paragraph *e* of section 3 of the Act and of the amounts of interest saved by the firm under section 5 of the Act or under paragraph *d* of section 3 of the Act does not exceed 50% of the amount of the investment or expenditure for which a loan has been granted by the Corporation.

**20.** No manufacturing business may receive the above-mentioned exemption if it qualifies for the benefits of the Regional Development Incentives Act (R.S.C., 1970, c. R-3), or of any subsequent Federal Government Act offering similar benefits, unless it has filed at the appropriate

time a *bona fide* application under the said Act, and benefits of the said Act have been refused or granted only for a portion not deemed reasonable and sufficient by the Corporation.

## **DIVISION V CONDITIONS PERTAINING TO THE GRANTING OF FINANCIAL ASSISTANCE**

**21.** The Corporation may require, hold and acquire any guarantee of a moveable or immoveable nature for the regular discharge of obligations resulting from any financial assistance which it grants, or carry out any agreement which it makes under the terms of the Act or of this Regulation.

**22.** The loans granted by the Corporation must be guaranteed on moveable or immoveable property or by any other guarantee deemed necessary to constitute adequate protection.

**23.** When the Corporation or its trustee disposes of property which it took into its possession following default of a debtor, the Corporation must render an account of the proceeds of the sale of the said property to the debtor and remit any surplus to him after complete discharge of the debt including principal, interest, costs and accessories pursuant to the terms of the contract entered into by the Corporation and the debtor. This rendering of account shall be made by the Corporation within 6 months following the date of the final disposition of all the property given as a guarantee.

**24.** The Corporation may, in order to protect its guarantees or its assets, retire any debts guaranteed by mortgage, privilege or other encumbrances ranking ahead of its own claim and pay the expenses incurred for the services of experts and for insurance premiums, taxes, the services of care-takers and other expenses of a similar nature.

**25.** The Corporation may, in order to prevent or hinder the reduction of its guarantees :

- (a) require the postponement of certain debts ;
- (b) limit the amount of the salaries of the officers or directors of the manufacturing business ;
- (c) limit the amount of the dividends which a manufacturing business may pay ;
- (d) limit the capital expenditures which a manufacturing business may undertake ;

(e) limit the redemption of preferred shares of a manufacturing business ;

(f) take any other measure intended to promote the maintenance of a sound financial position for the business.

**26.** The final date for reimbursement of a loan shall not be later than the fifteenth year following the date of that loan ; this date is established taking into consideration the borrower's capacity for reimbursement and the nature of the guarantees offered.

**27.** The Corporation shall not refuse the reimbursement of a loan before maturity. However, the Corporation may require an indemnity not exceeding 6% of the principal prepaid during the first 3 years of the loan.

**28.** The Corporation, when it deems it necessary, may require payment of fees in order to undertake the study of an application for financial assistance.

**29.** The Corporation must require that the legal expenses pertaining to the preparation, execution and registration of guarantees be paid by the beneficiary of the financial assistance.

## **DIVISION VI APPROVAL OF APPLICATIONS**

**30.** The Minister of Industry, Commerce and Tourism may, without the authorization of the Government, grant total financial assistance up to an amount of 500 000 \$ in accordance with paragraphs *a* and *b* of section 3 of the Act or authorize the assumption by the Corporation of part of the cost of loans of 500 000 \$ or less, in accordance with paragraph *d* of section 3 of the Act.

In all other cases the authorization of the Government is required.

## **DIVISION VII SMALL MANUFACTURING BUSINESSES**

**31.** Under this Division, financial assistance may be granted to small manufacturing businesses with less than 20 employees and net assets of less than 750 000 \$ at the date of the last audited financial statements of the business, including the number of employees and the value of the net assets of every affiliated corporation.

For the purposes of this section, the expression "net assets" means the net value of all the plant and equipment of the business computed after deduction of all the intangible assets of the business.

**32.** The financial assistance must be utilized for capital expenditures, incrementing the working capital or consolidating the financial structure of the business, excluding the refinancing of existing debts.

**33.** The final date for reimbursing a loan granted under this Division must not exceed the tenth year following the date of such loan.

**34.** The total financial assistance granted under this Division must not exceed 100 000 \$.

**35.** The loans contemplated in this Division shall be granted in accordance with section 5 of the Act.

**36.** For the purposes of this Division, paragraphs *a, c, d* and *e* of section 7 and section 22 shall not apply.

#### **DIVISION VIII TEXTILE, KNITTING MILLS, CLOTHING, SHOE MANUFACTURING AND FURNITURE INDUSTRIES**

**37.** Under this Division, financial assistance may be granted business enterprises of the textile, knitting mills, clothing, shoe manufacturing and furniture industries.

#### **SCHEDULE 1**

(s. 2)

**38.** The financial assistance must be utilized for capital expenditures, incrementing the working capital or consolidating the financial structure of the business, excluding the refinancing of existing debts.

**39.** The final date for reimbursing a loan granted under this Division must not exceed the fifth year following the date of such loan.

**40.** The total financial assistance granted under this Division must not exceed 1 000 000 \$ including the financial assistance granted under this Division, to any affiliated corporation.

**41.** The loans contemplated in this Division shall be granted in accordance with section 5 of the Act.

**42.** For the purposes of this Division, the Minister may, without the authorization of the Government, grant total financial assistance up to any amount under 1 000 000 \$.

**43.** For the purposes of this Division, paragraphs *a, c, d* and *e* of section 7 and sections 22 and 30 shall not apply.

**44.** The financial assistance contemplated in this Division must be granted prior to 1 April 1981.

### **SOCIÉTÉ DE DÉVELOPPEMENT INDUSTRIEL DU QUÉBEC**

#### **Request for financial assistance**

*(2 copies of this form shall be submitted)*

**1. Full and exact name of applicant:** .....

**Address (head office):** .....

*(number and street)*

*(town or city)*

*(county)*

*(telephone No.)*

**2. The applicant is (complete the appropriate undernoted section):**

**(a) A company incorporated under the laws of** .....  
on *(date)* ..... whose principal officers are the following:

	<i>Name</i>	<i>Residence</i>	<i>Age</i>	<i>Years with company</i>
<b>President</b>	.....	.....	.....	.....
<b>Vice president</b>	.....	.....	.....	.....
<b>Secretary</b>	.....	.....	.....	.....
<b>Treasurer</b>	.....	.....	.....	.....
<b>General Manager</b>	.....	.....	.....	.....

**If the company is a subsidiary, give the name of the parent company:**

.....

(b) A partnership established on (date) ..... in which the partners are the following:

Name	Residence	Age	% of capital held
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

(c) A sole proprietorship established on .....  
 ..... (name of owner) ..... (address) ..... (age)

(d) A cooperative established on .....  
 ..... (name of general manager) ..... (address) ..... (age)

Please attach list of members

3. Type of industry (state the principal products manufactured or transformed):  
 .....  
 .....

4. Nature of financial assistance requested:

Term loan ☐ Equity participation ☐  
 Guarantee of a loan applied for elsewhere ☐  
 Assumption of part of the cost of loans ☐  
 Acquisition or leasing of fixed assets ☐

5. Project for which this application for financial assistance is submitted and proposed financing:

Project:

Purchase land ..... \$  
 New building or enlargement .....  
 Purchase of machinery, equipment or tools .....  
 Acquisition of shares in another firm .....  
 Working capital .....  
 Other (specify) .....  
 .....

Total: (must be equal to the total of "proposed financing" section below) ..... \$

Proposed financing:

Amount of financial assistance requested from the Société de développement industriel du Québec ... \$  
 Other loans .....  
 Government grant .....  
 Working capital .....  
 New investment by owners .....  
 Other (specify) .....  
 .....

Total: (must correspond to the total amount indicated under "project" above) ..... \$

6. Statements by the applicant:

(a) The owner, the partners or the shareholders of the applicant business are not members of the National Assembly of Québec, or members or officers of the Société de développement industriel du Québec, and are not related to any of these persons, except as follows :

.....  
 .....  
 .....  
 (b) The applicant was unable to obtain the required financing elsewhere at reasonable rates and on reasonable conditions.

(c) The applicant has not borrowed money other than in the normal course of its operations and there has been no adverse change in its financial position since the date of the latest financial statements as at (date) submitted to The Société de développement industriel du Québec, except as follows :  
 .....  
 .....

(d) The applicant is not involved in any litigation, judicial proceedings or government investigation not reflected on the latest financial statements submitted to the Société de développement industriel du Québec, except as follows :  
 .....  
 .....

**7. The applicant deals with the following financial institution:**

Name of bank or Credit Union : .....

Address: .....

Amount of existing line of credit: .....

\$

Amount presently owing to this institution: .....

\$

Security pledged to this institution: .....

.....  
 The applicant hereby authorizes the above institution to provide to the Société de développement industriel du Québec all required information about its financial position and its operations.

8. The applicant hereby accepts to supply the Société de développement industriel du Québec with all the information or documents which may be required to study this application.

9. How and by whom did the applicant learn about the Société de développement industriel du Québec ? (*name of publication, if need be*)  
 .....

10. The statements made herein are, to the best of our knowledge, true and correct.

Date .....

.....  
*Name of applicant*

.....  
*Authorized signing officers*

If applicant is a company affix seal here.

**Documents and information which must be submitted with this application for financial assistance :**

(a) historical notes on the enterprise, description of its operations and background information on the principals ;

(b) detailed description of the project to be financed and details of the proposed financing, benefits expected from the project in the way of profits and new jobs to be created ;

(c) audited annual financial statements for the last 4 fiscal years if possible as well as recent interim statements available in the case of an existing business. In the case of a new business, the opening balance sheet and a budget for the first year ;

(d) brief description of the fixed assets owned by the business, with details of all encumbrances ;

(e) in the case of a corporation, list of common and preferred shareholders with the percentage of shares held by each.

.....  
 O.C. 1955-71, (1971) 103 O.G., 4505  
 O.C. 4110-71, (1971) 103 O.G., 9217  
 O.C. 1594-73, (1973) 105 O.G.II, 2269  
 O.C. 2824-73, (1973) 105 O.G.II, 4685  
 O.C. 2167-74, (1974) 106 O.G.II, 3119  
 O.C. 373-75, (1975) 107 O.G.II, 823  
 O.C. 1207-75, (1975) 107 O.G.II, 1665  
 O.C. 5155-75, (1975) 107 O.G.II, 5931  
 O.C. 1423-76, (1976) 108 O.G.II, 2977  
 O.C. 3714-77, (1977) 109 O.G.II, 6795  
 O.C. 573-79, (1979) 111 O.G., 2655



c. A-13, r.2

**Règlement de régie interne de la Société  
de développement industriel du Québec**

Industrial Development Assistance Act  
(R.S.Q., c. A-13)

See French Edition



c. A-13.1, r.1

## Regulation respecting assistance for tourist development

An Act respecting assistance for tourist development (S.Q., 1979, c. 34 ; after consolidation : R.S.Q., c. A-13.1, s. 37)

### DIVISION I DEFINITIONS

**1.** In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

(a) "tours" : loop-shaped routes linking centres of attraction and resorts to form an itinerary and including a number of points of natural, cultural, historical or recreational interest situated along them ;

(b) "tourist routes" : communication channels linking centres of attraction to resorts, or resorts to each other ;

(c) "Act" : the Act respecting assistance for tourist development (S.Q., 1979, c. 34 ; after consolidation : R.S.Q., c. A-13.1) ;

(d) "centres of attraction" : areas having a natural influx of tourists because of the strong attraction of urban centres with a population of at least 500 000 that provide the complete range of facilities and services sought out by tourists ;

(e) "product" : a combination of an artistic, archeological and historical heritage and natural attractions with a transportation infrastructure permitting access thereto, and all public and private services made available to welcome, serve and meet the needs of visitors attracted by such a heritage ;

(f) "resorts" : limited areas comprised of one or several districts that depend on tourism for survival and economic prosperity, including hunting and fishing outfitting establishments ;

(g) "stopover towns" : towns located on a tourist route or tour that have a sizeable grouping of accommodations, restaurants and tourist-related services ;

(h) "satellite zones" : areas peripheral to but economically affected by centres of attraction, resorts or stopover towns.

### DIVISION II APPLICATION ADMISSIBILITY

**2.** To be admissible, an application for financial assistance must be submitted in writing by the business to the Minister of Industry, Commerce and Tourism and must contain the information, documents, declarations, authorizations, signatures, seals and commitments prescribed in the form appearing as Schedule A.

The business must also submit all relevant information concerning its organization, ownership, affiliated firms, nature of business, past, present and projected business ventures in addition to the reasons justifying the application and the measures the business firm intends to take to attain them.

**3.** To obtain financial assistance, the business must establish, in particular :

(a) that the amount of capital put up by the shareholders or owners is sufficient ;

(b) that the collateral security provides valid protection ;

(c) that the application precedes any contractual commitment concerning the project.

**4.** Financial assistance may not be granted to a business that has made an assignment of its property or against whom a receiving order has been made under the Bankruptcy Act (R.S.C., 1970, c. B-3), has committed an act of bankruptcy or has made a proposal still binding under that Act, is under a winding-up order, is insolvent or about to become insolvent.

**5.** The following are also excluded from the application of the Act :

(a) any project increasing the number of hotel rooms on the Île de Montréal ;

(b) camping grounds or trailer parks on which trailers and mobile homes are parked on a permanent basis ;

(c) summer camps, guest homes and establishments used by non-profit agencies or clubs ;



(d) recreational facilities that do not complement one or more surrounding tourist businesses.

### **DIVISION III FINANCIAL ASSISTANCE**

**6.** Any application for financial assistance in the form of the assumption of part of the borrowing cost of loans contracted for the purposes of paragraphs a, b and c of section 5 of the Act must, in addition to the other conditions set by this Regulation, seek to generate new tourist services that are presently unavailable or insufficient, and that show major and continuous long-term growth prospects.

**7.** In accordance with the tourist development plan in Schedule B attached hereto, financial assistance is granted on a priority basis to projects situated at, or within or along :

(a) the international resorts of Mont-Orford, Mont-Tremblant, Mont-Sainte-Anne and Petite-Rivière-Saint-François ;

(b) the centres of attraction of Montréal, Québec and Hull ;

(c) the provincial resorts of Mont-Sainte-Marie, Saint-Donat, Sainte-Agathe, Sainte-Adèle, Val-David, Shawbridge, La Malbaie/Grand-Fonds, Tadoussac, Percé, Îles-de-la-Madeleine, Venise-en-Québec, Saint-Josheph-de-la-Rive/Île-aux-Coudres, Brome/Sutton and Astock-Frontenac, the international resort satellite zones and nautical tourist routes ;

(d) the satellite zones of centres of attraction ;

(e) the stopover towns on the international tours of Sainte-Anne-des-Monts, Carleton, Matane, Rivière-du-Loup, Rimouski, Sorel, Trois-Rivières, Saint-Jean-Port-Joli, Gaspé, Amqui, Chicoutimi, Roberval and the satellite zones of provincial resorts ;

(f) the stopover towns on the provincial tours of Baie-Comeau-Hauterive, La Tuque, Shawinigan, Mont-Laurier, Maniwaki, Granby and Thetford-Mines and the international tours ;

(g) the stopover towns on the international tourist routes of Sherbrooke, Drummondville and Saint-Georges and the stopover towns on the provincial routes of Havre-Saint-Pierre, Sept-Îles, Val-d'Or, Rouyn/Noranda, Ville-Marie and Témiscamingue and the provincial tours ;

(h) the provincial and international tourist routes.

**8.** The following criteria must be observed in the selection of businesses to which financial assistance may be granted :

(a) economic, such as job creation, sales figures, the ratio of gross profit margin to jobs created and prevailing market conditions ;

(b) geographical, as established in section 7 ;

(c) cultural, taking into account regional particularities of a folkloric, historical, architectural or recreational nature ;

(d) social, such as the amount of Québec content in the investment, the factor of Québec participation, the duration of seasonal operation, the optimization of existing services or infrastructures, the integration of the product and the originality of the product.

**9.** Each application for financial assistance must have as an objective the realization of a project of 20 000 \$ or more, with the exception of applications for financial assistance for the purposes of paragraph d of section 5 of the Act.

**10.** Each business applying for financial assistance in the form of an assumption of part of the borrowing cost of loans contracted for the purposes defined in paragraph e of section 5 of the Act, must fulfill, in addition to the other conditions set by this Regulation, the conditions prescribed by this section :

(a) involve businesses that are owned privately, by shareholders or by various financial groups and that are not financially interdependent at the time the project is submitted to the Société de développement industriel du Québec (Corporation) ;

(b) involve competitive or complementary business having an incidence on the product ;

(c) be, after regrouping, under the control of Québec residents ;

(d) where applicable, seek a regrouping in the form of a consortium.

### **DIVISION IV ADMINISTRATION**

**11.** The Minister may, without the authorization of the Government direct the Corporation to assume part of the borrowing costs of a business up to a maximum of 250 000 \$.

**12.** No more than half the borrowing cost of a loan made in accordance with paragraph c of section 6 of the Act may be assumed.

**13.** The current market interest rate referred to in section 7 of the Act is established by the Corporation by comparing the interest rates posted in financial institutions for loans of a similar nature. The interest rate may fluctuate as prevailing financial market conditions require.

**14.** The moveable or real estate security required or held by the Corporation as collateral shall be, if the need arises, sufficient to provide for the regular payment of the liabilities of a business that has received financial assistance.

## **SCHEDULE A**

(s. 2)

### **MINISTÈRE DE L'INDUSTRIE, DU COMMERCE ET DU TOURISME**

**Application for financial assistance under the Act respecting assistance for tourist development (S.Q., 1979, c. 34 ; after consolidation : R.S.Q., c. A-13.1)**

#### **CONFIDENTIAL**

For departmental use only :

File number : \_\_\_\_\_

Return in duplicate to the Minister of Industry, Commerce and Tourism.

Answer each question. Indicate cases where the question is not applicable.

**1. NAME OF APPLICANT (full trade name):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ADDRESS (head office):** \_\_\_\_\_

\_\_\_\_\_

**NAME AND POSITION OF PERSON MINISTER SHOULD CONTACT:**

\_\_\_\_\_

**MAILING ADDRESS OF ABOVE PERSON (if different from head office address):** \_\_\_\_\_

\_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**2. TYPE OF BUSINESS** (list principal activities, services offered, and type of public served):

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**3. METHOD OF INCORPORATION:**

- ☐ Joint stock company incorporated under the statutes of \_\_\_\_\_  
 \_\_\_\_\_, dated \_\_\_\_\_
- ☐ General partnership established (date) \_\_\_\_\_  
 \_\_\_\_\_
- ☐ Single-owner business established (date) \_\_\_\_\_  
 \_\_\_\_\_
- ☐ Co-operative established (date) \_\_\_\_\_
- ☐ Non-profit organization established (date) \_\_\_\_\_  
 \_\_\_\_\_

In the case of a private company, attach a list of shareholders and the number of shares held by each.

**4. (A)** Is the applicant company affiliated to or associated with other companies (parent company, etc.)?

- ☐ yes (annex name and address of companies and state type of affiliation) ☐ no

**(B)** Has the applicant company or one of its affiliates or associates previously submitted an application for financial assistance under this Act?

- ☐ yes (state name and address) ☐ no

name: \_\_\_\_\_

address: \_\_\_\_\_

date: \_\_\_\_\_

**5. NATURE OF FINANCIAL ASSISTANCE REQUESTED:**

( ) Guarantee of repayment of a financial commitment:

amount requested \_\_\_\_\_ \$

( ) Loan:

amount requested \_\_\_\_\_ \$

( ) Assumption of part of borrowing costs.

**6. Annex a detailed description of the project for which financial assistance is requested.**

**7. STATEMENT OF APPLICANT:**

(A) No new loans have been made by the applicant other than for the normal financing of operations nor has any deterioration of financial position taken place since the last financial statement

(date) \_\_\_\_\_ submitted to the Minister,

with the exception of: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(B) The applicant is not involved in any dispute, lawsuit or government investigation that was not declared in the last financial statement submitted to the Minister, with the exception of:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**8. BANKING:**

Name of bank: \_\_\_\_\_

Branch address: \_\_\_\_\_

Credit limit: \_\_\_\_\_ \$

Amount owed to bank: \_\_\_\_\_ \$

Collateral given: \_\_\_\_\_

\_\_\_\_\_

The applicant hereby authorizes the Minister to request from the bank, and the bank to provide the Minister, any information required with respect to its financial situation or its operations.

#### 9. MANAGEMENT:

Please provide below the information requested with respect to the principal officers of the business.

Position	Name	Age	Years of experience		
			in tourism	in the company	in present position

10. The applicant accepts to provide the Minister with all information and documents necessary for the processing of this application. Any withholding of information will cause the application to be refused.
11. In the case of an established business, the audited annual financial statement of the last 4 fiscal periods as well as the most recent available interstatements must be submitted.

12. DECLARATION OF SIGNATORY :

The information contained in this application, is to my knowledge, complete and exact in every respect.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Signatory (name in block letters)

\_\_\_\_\_

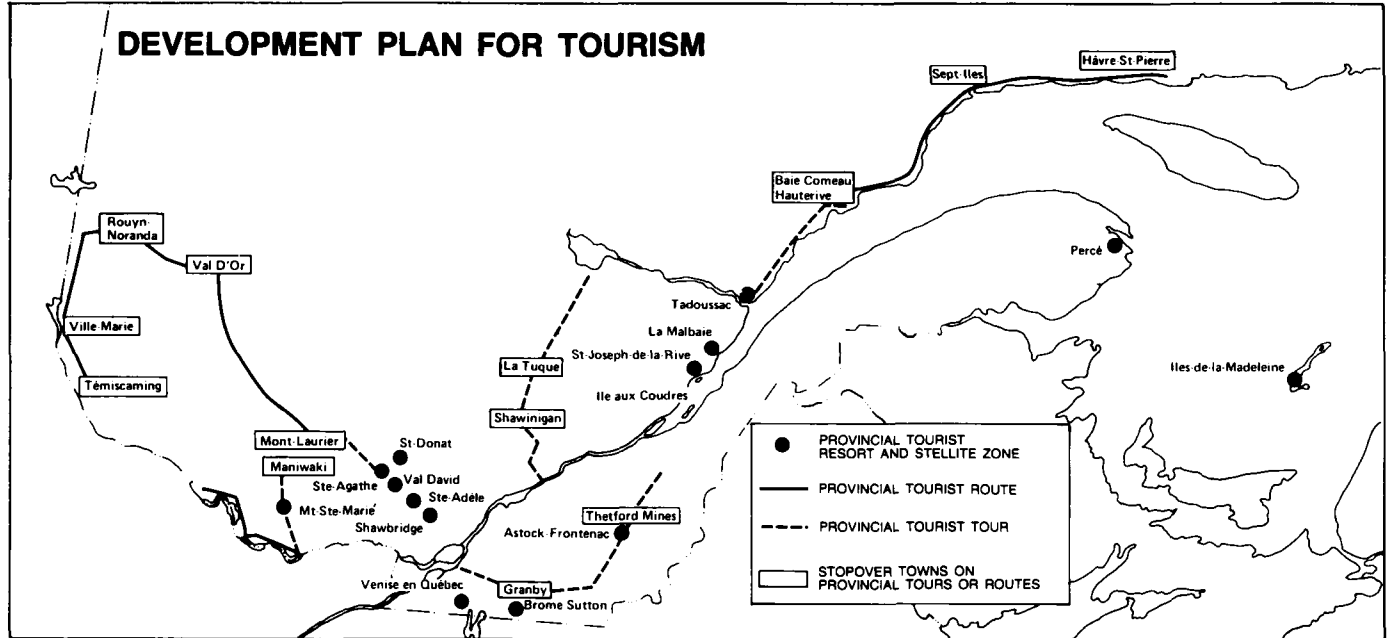
Position

\_\_\_\_\_

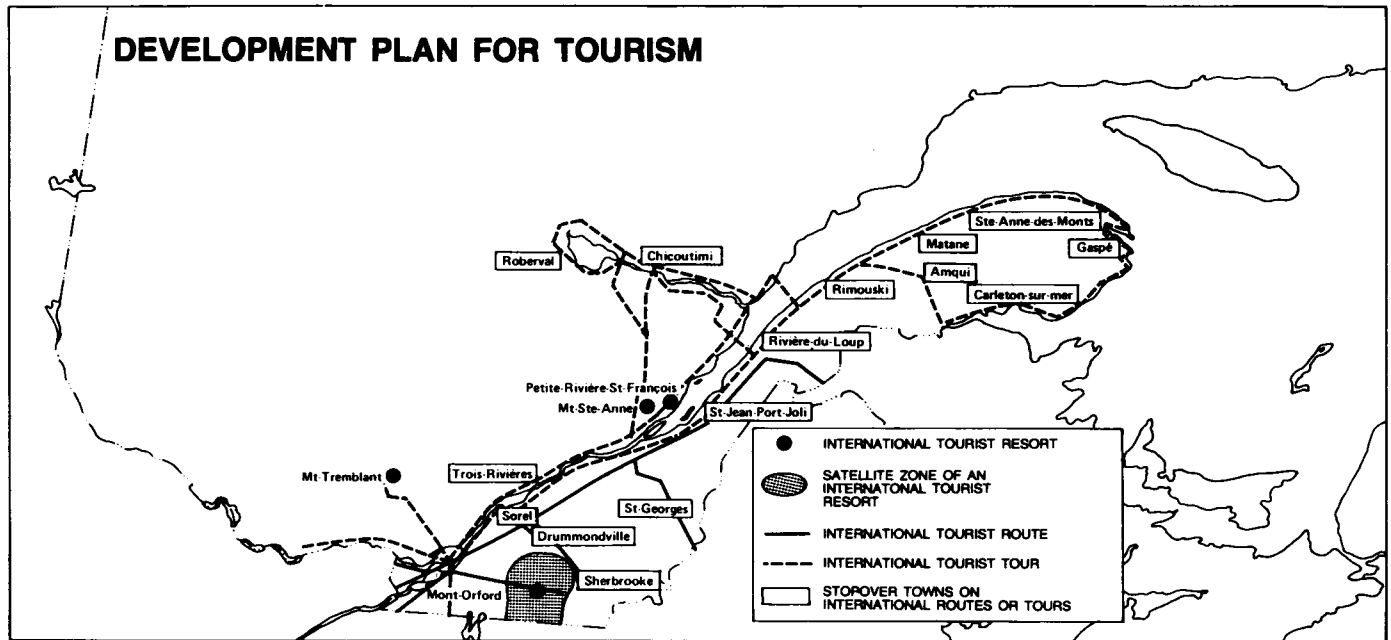
(seal)

If the applicant is a joint stock company, the seal shall be affixed above.

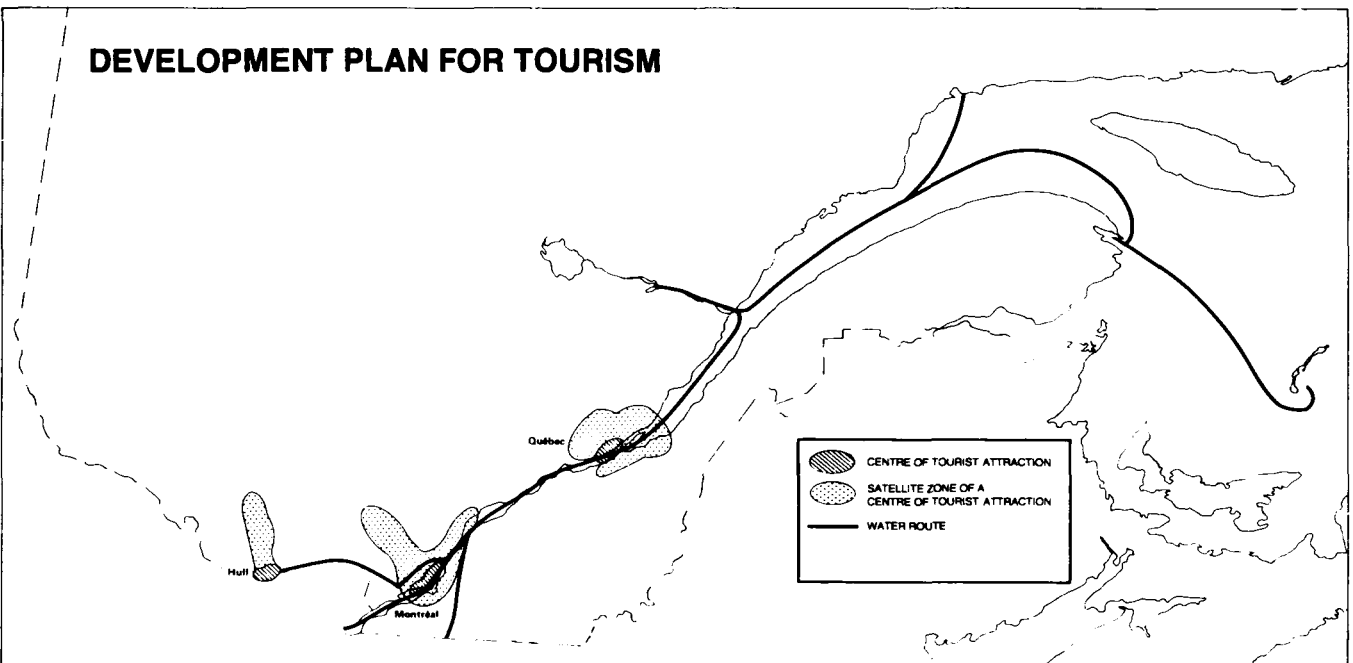
**SCHEDULE B**  
**(s. 7)**  
**SCHEDULE B-1**



SCHEDULE B-2





**SCHEDULE B-3**

O.C. 3550-80, (1980) 112 G.O.II, 4633 and (1981) 113 G.O.II, 285  
O.C. 271-81, (1981) 113 G.O.II, 1371



c. A-14, r.1

## Regulation respecting the application of the Legal Aid Act

Legal Aid Act  
(R.S.Q., c. A-14, s. 80)

### DIVISION I DEFINITIONS

**1.** In this Regulation, unless the context indicates otherwise, the following words mean :

(a) “general manager” : the general manager of a regional legal aid corporation. For the purposes of Division III, this word shall, where the second paragraph of section 50 of the Act applies, include the director of a legal aid bureau or of a local corporation ;

(b) “Act” : the Legal Aid Act (R.S.Q., c. A-14).

### DIVISION II ORGANIZATION AND MANAGEMENT

#### §1. Commission

**2. Corporate seat :** The corporate seat of the Commission des services juridiques is situated within the limits of the territory of the City of Montréal.

**3. Meetings of members :** The members of the Commission shall hold at least 6 general meetings per year.

**4. Annual general meeting :** At the annual general meeting which the Commission must hold during the month of June of each year, the Commission shall :

(a) receive from the administrative committee the annual report on the activities of the Commission and the corporations ;

(b) receive from each corporation the annual financial report prescribed in section 86 of the Act ;

(c) set up an administrative committee in accordance with paragraph *n* of section 22 of the Act ;

(d) appoint an auditor for the current fiscal year who is a member of the Ordre des comptables agréés du Québec but not a member or employee of the Commission or of a corporation ; and

(e) fix the objectives of the Commission for the next 12 months.

**5. Convocation :** Notice of convocation of a general meeting shall be forwarded in writing to each member at his last known address by the secretary of the Commission at least 5 days before the date fixed by the Commission for the meeting.

**6. Special meetings :** A special meeting may be convened upon the request of the chairman or 3 members of the Commission. In such case, the time limit for convocation shall be only 24 hours and the notice may be sent by telegram to each member at his last known address.

**7. Contents of notice :** The notice of convocation shall indicate the place, time and date of the meeting. In the case of a special meeting, the notice shall also state the purpose of the meeting.

**8. Absence of a member :** A member who does not attend a meeting shall be in default if he does not give the reasons for his absence in writing to the chairman.

**9.** The Commission may cove the general managers, directors, advocates and notaries who are full-time employees of the legal aid corporations for the purpose of discussing problems that are common to all regions and to ensure uniform practices therein.

#### **10. Administrative committee :**

(1) **Number of members :** The administrative committee shall comprise 5 members, including the chairman and the vice-chairman.

(2) **Quorum :** Three members shall constitute a quorum of the administrative committee, including the chairman.

**11. Functions of administrative committee :** The administrative committee :

(a) shall carry out the decisions of the Commission ;

(b) shall exercise the functions, powers and duties delegated to them by the Commission ;

(c) shall prepare its budgetary estimates and annual financial report and transmit them to the Commission ;

(d) shall administer the moneys or securities received by the Commission ;

(e) may recommend to the Commission that an investigation be made under section 28 of the Act, and recommend the appointment of an administrator, if necessary, in accordance with section 27 of the Act ; and

(f) report its activities to the Commission during the course of meetings.

**12. Appointment :** The Commission shall appoint a secretary and a treasurer upon the recommendation of the administrative committee.

**13. Duties of the secretary :** The secretary shall :

(a) act as secretary at meetings of the Commission and or the administrative committee ;

(b) draw up the minutes and keep the records of the Commission ; and

(c) perform every duty and carry out all work entrusted to him by the Commission, the administrative committee or the chairman.

**14. Duties of the treasurer :** The treasurer shall :

(a) upon request, report to the Commission, the administrative committee and the chairman on the management of all the accounting and financial activities of the Commission and the corporations ;

(b) keep all the books, documents and records particular to his office ;

(c) deposit all the moneys and other securities of the Commission in a financial institution selected by the administrative committee ;

(d) prepare the documents required for payment by the Commission ;

(e) report to the administrative committee any irregularity or error in the financial affairs of the corporations and add his recommendations thereto ;

(f) submit a report to the Commission of the accounting activities for the last fiscal year ;

(g) submit his books and documents to the auditor appointed by the Commission ; and

(h) perform any duty and carry out any work entrusted to him by the Commission, the administrative committee or the chairman.

**15. Bank accounts and keeping of securities :** Bank accounts may be opened in the name of the Commission in any bank, credit union or trust company incorporated in Canada or elsewhere, and all cheques, bills of exchange, promissory notes and hypothecary deeds must be made,

drawn up, signed, accepted, endorsed or executed by the officers or other persons who may be appointed by resolution of the administrative committee.

**16. Negotiable bills and signature of cheques :** All cheques, drafts, promissory notes and other negotiable bills shall be signed, drawn, accepted or endorsed by the person(s) appointed from time to time by resolution of the administrative committee.

**17. Borrowing power :** The Commission may, in order to fulfill its obligations, borrow money to be repaid not later than 12 months from the date of such loan.

## *§2. Regional corporation*

**18. Establishment of the corporation :** A regional corporation shall be established by a by-law of the Commission prescribing the following minimum provisions :

(a) the corporate name ;

(b) the corporate seat ;

(c) the delimitation of the region.

Such by-law shall be published in the *Gazette officielle du Québec* and come into force upon the date of its publication.

**19.** In order to empower the regional corporation to carry out its activities, the board of directors must fulfill the obligations prescribed in sections 20 to 30.

**20. Board of directors :** The board of directors shall hold at least 4 general meetings per year.

**21. Termination of mandate :** The member of a regional corporation who fails to be present at 3 consecutive meetings of the board of directors and who does not give to the chairman of the corporation valid reasons for his absence, shall cease to be a member.

**22. Annual general meeting :** The board of directors shall hold an annual meeting during the month of April, during which it shall :

(a) receive the annual reports of the financial and legal aid activities of the corporation as well as the auditor's report ;

(b) appoint an auditor for the current fiscal year who is a member of the Ordre des comptables agréés du Québec and who is not a member or employee of the Commission or of a corporation ;

(c) elect the chairman and vice-chairman ;

(d) appoint the members who, in addition to the chairman and the general manager, shall be on the administrative committee, pursuant to section 40 of the Act ;

(e) fix its objectives for the next 12 months.

**23. Meetings** shall be held upon notice of convocation determined by the board of directors.

**24. Special meetings** : Special meetings shall only be convened upon the request of the chairman or of at least 3 members of the board upon notice determined by the board of directors.

**25. Quorum** : The quorum of a meeting shall be 5 members including the chairman or vice-chairman.

**26. Quorum of administrative committee** : The quorum of a meeting of the administrative committee shall be formed by the chairman or the vice-chairman and 2 members of the board other than the general manager.

The general manager shall not be entitled to vote.

**27. Absence or inability to act of the chairman** : The vice-chairman shall replace the chairman when the latter is absent or unable to act.

**28.** Where the chairman of a corporation is notified or becomes aware that a member is unable, or no longer wishes, to be part of the board of directors he must advise the Commission thereof in writing without delay.

**29.** The members of the board of directors, with the exception of the general manager, shall not be remunerated employers of the Commission or of a corporation.

**30.** The members of the board shall not intervene in the carrying out of the professional mandate of the advocate or notary assigned to a legal and proceeding.

**31. Secretary of the regional corporation** : The secretary shall :

(a) keep the records of the regional corporation ; and

(b) perform every duty and carry out all work entrusted to him by the board of directors or the general manager.

**32. Appointment of the director of a legal aid bureau** : The regional corporation may, upon the recommendation of the general manager, entrust the management of such bureau to an advocate. This advocate shall be referred to as the "director".

**33. Budgetary estimates** : Every year before 15 September the regional corporation shall submit its budgetary estimates for the next fiscal year to the Commission.

**34. Mid-year report** : The regional corporation shall submit to the Commission, before 31 October, a mid-year financial report duly audited to 30 September.

**35. Annual report** : The regional corporation shall, before 30 April, transmit to the Commission an annual financial report duly audited to 31 March, as well as a report of its legal aid activities during the last fiscal year.

**36. Verification** : In order to fulfill the functions prescribed in section 33 of the Act, the regional corporation may examine the books and other financial documents of a local corporation.

**37. Region** : Legal aid is provided by the regional corporations whose names and territorial description is given in Schedule A.

**38. Borrowing power** : A regional corporation shall not have any borrowing power.

### *§3. Local corporation*

**39. Details of the application** : An application for the certification of a local corporation shall be submitted to the regional corporation. It must be signed by the applicants and shall include the following information :

(a) the objectives of such local corporation ;

(b) the address of the corporation's corporate seat ;

(c) a copy of its charter and existing by-laws ;

(d) the name, address and occupation of the persons applying for certification of the corporation ;

(e) a list of the persons or bodies supporting the application ; and

(f) where applicable, a detailed balance-sheet and a statement of its revenues and expenditures for the preceding fiscal year.

**40. Conditions of certification** : In order to be certified, the corporation must :

(a) be incorporated under Part III of the Companies Act (R.S.Q., c. C-38) ;

(b) adopt a by-law providing for the holding of at least 6 general meetings per year of which one is to be held every 3 months ;

(c) establish a board of directors including, in an advisory capacity only, the advocate who is the director of the corporation and establish a quorum of 50% plus one of the members of the board of directors ; and

(d) establish an administrative committee composed of at least the chairman, the advocate who is the director and another member of the board of directors.

**41. Application for certification :** Every application for certification received by the regional corporation shall be transmitted to the Commission. The regional corporation shall add its recommendations thereto.

**42. Certificate of certification :** The certificate of certification shall determine the field of activity of the local corporation on whose behalf certification is granted.

**43. Refusal :** Any refusal of certification must be for good cause.

**44. Modification :** The corporation shall transmit for approval to the regional corporation and to the Commission copies of any modification to its charter and to its by-laws made after certification of such corporation.

**45. Cooperation :** The corporation shall cooperate in the integrating of its activities into all the legal services offered in the region by the regional corporation.

**46. Members of the board shall not intervene in the carrying out of the professional mandate of the advocate or notary assigned to a legal and proceeding.**

**47.** The member of a regional corporation shall not sit on the board of directors of a local corporation or vice-versa.

**48. Budgetary estimates :** Every year before 1 September, the local corporation shall submit its budgetary estimates for the next fiscal year to the regional corporation.

**49. Mid-year report :** The local corporation shall submit to the regional corporation, before 15 October, a mid-year financial report duly audited to 30 September.

**50. Annual report :** The local corporation shall, before 15 April, submit to the regional corporation an annual financial report duly audited to 31 March, as well as a report of its legal and activities during the last fiscal year.

#### *§4. Miscellaneous*

**51. Statistics :** The corporations shall compile statistics and transmit them to the Commission in order to inform the latter of their past or current legal and services and to enable the Commission to make an analysis of legal aid needs in Québec.

Such statistics must be transmitted on the forms in Schedules B, C and D.

**52. Inspection :** In order to enjoy the right to carry on its activities, a corporation must permit the examination at any time of its books and other financial documents by the Commission.

**53. Trust account :** Every corporation and every legal aid bureau shall, through its general manager or director, as the case may be, maintain a trust account for all the amounts received from or on behalf of recipient and the said corporation or bureau shall be subject to the rules enacted by the Barreau du Québec or the Chambre des notaires du Québec, as the case may be, with respect to the management and remitting of such monies.

**54. Investigation :** Where the Commission approves an investigation pursuant to section 28 of the Act, it shall appoint an investigator who has been subject to the laws governing professional corporations for not less than the 5 preceding years. Where the investigation bears on the professional work of a general manager or a director, the investigator must be an advocate.

**55. Decision :** Upon study of the investigator's report, the Commission shall make known its decision to the chairman and to the secretary of the corporation.

**56. Fiscal year :** The fiscal year of the Commission and the corporations shall end on 31 March of each year.

### **DIVISION III LEGAL AID SERVICES**

#### *§1. Drawing up the list of available advocates and notaries*

**57. List of available advocates and notaries :** The general manager shall establish and maintain an up-to-date list of advocates and notaries maintaining their practices in the region who have given their written consent to grant their professional services to legal aid recipients.

**58.** For the drawing up of the first list, the general manager shall write to each advocate or notary of the region inviting him to register. Then, upon notice of the secretary of the Barreau du Québec respecting the appointment of a new advocate, or of the secretary-treasurer of the Chambre des notaires du Québec requesting the appointment of a new notary, the general manager shall invite such advocate or notary to enter his name on the list.

**59. Transmittal to the Commission :** The general manager shall immediately transmit such list to the Commission who shall establish and maintain an up-to-date list of the advocates and notaries registered in each region. The Commission shall distribute a general list to all corporations who shall remit at copy thereof free of charge to whomsoever so request.

**60. Limit of his engagement :** When he agrees to provide his services to legal aid recipients, an advocate or notary may indicate limitations to the type of services he is ready to provide or to the number of proceedings he is prepared to accept.

**61. Withdrawal :** An advocate or a notary may at all times write to the general manager requesting him to withdraw his name from the list mentioned in section 59. The general manager must agree to such request.

**62.** An advocate or notary whose name was not entered or was withdrawn from the list provided for in section 59 may request that his name be entered or re-entered thereon. The general manager must agree to such request. All verbal applications must be confirmed in writing.

**63. Application file :** The general manager shall maintain a file listing the persons who have applied for legal aid, the date of application, the nature of the proceedings and the disposition of such application.

**64. Proceedings file :** The general manager shall maintain a file indicating the date on which the proceedings were delegated to an advocate or notary not engaged full time, the mandate given, and the date and nature of the disposition of the proceedings.

**65. Request for report :** The general manager may request and obtain reports from advocates and notaries not engaged full time, on the progress of legal and proceedings delegated to them.

## *§2. Applications for legal aid*

**66. Contents of the application :** Every person desirous of receiving legal aid must submit an account of his finan-

cial standing, together with a basis of his entitlement to legal aid to the general manager. For such purpose, the latter shall require that the applicant :

- (a) give his name, address, that of his spouse or concubine, his dependents, as well as persons of whom he is the dependent, as applicable ;
- (b) indicate his social insurance number ;
- (c) give the name and address of his employer, the employer of his spouse or concubine, and the employer of the persons of whom he is the dependent ;
- (d) give exact details of his property, revenue, credit, that of his spouse or concubine, that of the persons of whom he is the dependent together with his obligations, debts and other engagements and those of his spouse or concubine or the persons of whom he is the dependent ;
- (e) fully describe the facts which lead him to believe he required legal services ; and
- (f) give all other relevant information.

**67. Group of persons :** Where the applicant is a group of persons or a non-profit corporation which does not have sufficient resources, whether it be an *ad hoc* group, an association or a partnership, he must apply to the general manager. The applicant must also submit a statement of the financial status of the group or non-profit corporation with a basis of his entitlement to legal aid. The general manager shall request the applicant who submitted the application of the group or corporation to :

- (a) describe the objectives of the group and the territory served or to be served ;
- (b) give the number of members of the group and an explanation of the accounting system ;
- (c) describe the group's present and estimated property and revenue, debts or commitments, where applicable ;
- (d) fully describe the facts which lead the group to believe it requires legal services ;
- (e) give all other relevant information.

**68. Applicant's engagement :** The applicant certifies by his signature that the information he gives is accurate and that he agrees to :

- (a) immediately inform the general manager who issues the certificate of any change in the applicant's situation, the effect of which is to render inexact the information already given ;
- (b) pay in the manner indicated by the corporation the costs incurred and fees due if legal aid is withdrawn.

**69. Other place of application :** The application for legal aid may be made to any legal aid corporation or bureau and the applicant must then justify his reason for not applying to the local corporation or bureau nearest his place of residence. The certificate shall then be given by the local bureau or corporation to which application was made, or by another local bureau or corporation, if the general manager decides that it would be in the applicant's best interest so to do.

**70. Qualification criteria :**

(1) A person who lacks sufficient financial means to assent a right, obtain legal counsel or retain the services of an advocate or notary without depriving himself of the means of subsistence and whose weekly gross income does not exceed the following, shall qualify for legal aid :

<i>Size of family</i>	<i>Weekly gross income</i>
a single person	135 \$
a single person with 1 dependent	150
a single person with 2 dependents	165
a single person with 3 dependents	180
a single person with 4 dependents	195
a single person with 5 dependents	210
for each additional dependent	15
a couple (a man and a woman who are married and cohabiting, or living together as husband and wife)	150
a couple with 1 dependent	165
a couple with 2 dependents	180
a couple with 3 dependents	195
a couple with 4 dependents	210
a couple with 5 dependents	225
for each additional dependent	15

(2) From 1 January 1979, the qualification criteria in subsection 1 shall be, for each year, equal to the amounts of the criteria for the preceding year multiplied by the base pay for the preceding year and divided by the base pay for the year preceding the latter.

The base pay for one year shall be the average of weekly salaries and wages for the Canada industrial composite, as published by Statistics Canada under the Statistics Act (S.C., 1970-71-72, c. 15) for each of the 12 months of the period ending the month of June of the year. These wages and salaries, for each of the 2 years preceding the year for

which the criteria are computed, shall be appearing in the first publication of Statistics Canada containing those for the month of June immediately preceding the year for which the criteria are computed.

When the product computed according to the first paragraph is not a multiple of 5 \$, the amount of each criteria shall be adjusted to the next multiple of 5 \$.

The criteria established for a given year may not be lower than those of the preceding year.

The criteria are published annually in the *Gazette officielle du Québec*.

Despite the first paragraph, the qualification criteria applicable effective from 1 January 1982 are, for 1982, those in force on 1 January 1981.

(3) Within the scope of these standards, the qualification of a person is determined according to the available or realizable property of such person, his state of indebtedness, the nature of the services applied for, the factors and circumstances of the proceedings and their consequences in respect of the person's protection, his vital needs or those of his dependents. Family, school and youth allowances within the meaning of the Family Allowances Act, 1973 (S.C., 1973-74, c. 44) shall be excluded from the weekly gross income.

(4) A substantial part of a group as defined under the Act respecting the class action (R.S.Q., c. R-2.1) qualifies for legal aid if the general manager can establish that :

(a) a third of the members of a group who identify themselves qualify for legal aid ; or

(b) from existing statistics or accessible data, a third of the members of a group qualify for legal aid if the members constitute such third when they apply ; or

(c) the group on whose behalf the recipient of legal aid either intends to institute or does institute a class action consists solely of recipients of social aid, recipients of the maximum monthly guaranteed income supplement authorized under Part II of the Act to provide for old age security (R.S.C., 1970, c. 0-6), unemployed persons, students, prisoners, native persons, or subsidized tenants.

**71. Exceptional qualification :** A person whose weekly gross income is higher than the standards prescribed in section 70 may in an exceptional case be qualified for legal

aid if the general manager judges that a refusal of legal aid would constitute a grave injustice or cause an irreparable wrong. Before carrying out his decision, the general manager must obtain the agreement of the administrative committee. In case of emergency, he shall issue a temporary certificate. The decision of the administrative committee shall be transmitted to the Commission.

**72. Certificate of qualification :** The general manager shall sign the certificate of qualification for legal aid and shall issue it in duplicate. It shall contain the following information :

- (a) the name of the corporation or office issuing it ;
- (b) the applicant's name and address ;
- (c) the date of acceptance of the application ;
- (d) the name of the advocate or notary delegated to the proceeding ;
- (e) the period for which it was issued ;
- (f) the nature of the proceeding for which aid was granted ; and
- (g) the urgent, and where applicable, temporary nature of the certificate.

**73. Refusal :** A written notice of the refusal, suspension or withdrawal of legal aid shall be supported by the reason therefor and be accompanied by the required information on the procedure of applying for review.

**74.** The refusal, suspension or withdrawal of legal aid shall take effect upon receipt by the applicant, or as the case may be, by the recipient, of the notice designed. The general manager shall also advise, as applicable, the advocate or notary of the recipient, the clerk of the court or the registrar.

**75. Legal services not included :** Legal aid benefits shall not include the following legal proceedings :

- (a) an action for defamation or an action for libel, plaintiff only ;
- (b) every proceeding, representation, negotiation and consultation relative to an election ;
- (c) an action in case of usurpation of offices or franchises, Chapter II, Title VI, Book V of the Code of Civil Procedure (R.S.Q., c. C-25) ;
- (d) an action for damages for breach of promise of marriage, plaintiff only ;
- (e) an action for damages resulting from alienation of affection, plaintiff only ;

(f) an action in respect of which a fine is likely to be payable, in whole or in part, to the claimant, plaintiff only ;

(g) any defence relating to an offence against laws or by-laws respecting parking.

The expenditures incurred by a corporation, the obligations it assumes and the engagements undertaken for legal aid purposes shall not exceed, for one financial year, the amounts at its disposal for the same year.

**76. Choice of advocate or notary :** The recipient may choose a particular advocate or notary who is not in the employ of a corporation or bureau from among those who have agreed or now agree to be entered on the list of the Commission mentioned in section 58. Once the recipient has chosen a particular advocate or notary, the general manager shall give such advocate or notary a mandate describing the nature of the proceeding.

**77.** The advocate or notary who is not engaged full time shall advise the general manager if he accepts or refuses a proceeding. If he accepts, he shall submit a report as soon as he has disposed of the case at which time he shall explain his manner of procedure and the outcome and their results. A statement of his expenses and fees shall be appended thereto. In civil matters, in pending proceedings, the advocate or notary who is engaged full time may once a year claim the disbursements he has already incurred and 50% of the fees already earned according to the tariff of fees established in pursuance of section 81 of the Act.

**78.** These reports and statements of account shall be presented in the forms prescribed by the Commission.

**79.** If the general manager does not receive notice of the acceptance or refusal of a proceeding by the advocate or notary who is not engaged full time within the 15 days following upon the issuance of the mandate, he shall advise the recipient thereof who may choose another advocate or notary.

**80.** An advocate or notary who is not engaged full time who is of the opinion that he will require the services of a consulting advocate or notary or the services of an expert in a legal aid proceeding must justify his application therefor to the general manager. In the case where an advocate or a notary of the corporation acts in the same proceeding, the advocate or the notary who is not engaged full time shall present and justify his application to the chairman of the corporation. If the application is accepted, a mandate to such effect shall be given. The general manager or the chairman, as applicable, shall not be authorized to divulge



to any person the fact of such application or of his decision before the final disposition of the proceeding.

**81.** The recipient who has already received the services of an advocate or notary who has not yet completed the mandate given, may obtain the services of another advocate or notary from the general manager if he gives reasonable grounds therefor.

**82. Non residents :** Non residents shall receive legal aid in civil matters where the government of their domicile or principal place of residence grants legal aid to Québec residents.

### **§3. Review committee**

**83. Appointment :** The Commission shall appoint 3 members to the review committee. Their mandate shall be one year and shall be renewable.

**84. Restriction :** An employee of the Commission or of a corporation may not be appointed member of the review committee.

**85. Chairman :** The members shall elect a chairman.

**86. Rules of practice :** The members of the committee shall propose the rules of practice. These shall come into force following upon their approval by the Commission.

**87. Expert :** The review committee may call an expert when the nature of an application for review so requires.

**88. Minutes :** The review committee shall keep minutes and records of its meetings.

**89.** An advocate delegated by the review committee to study an application for review shall have been registered in the Roll of the Order for more than the 5 preceding years.

**90. Decision :** The committee shall transmit a copy of its decision in each case to the Commission chairman as soon as it is rendered.

**91.** Any person who believes he was wronged because legal aid was refused him, or was withdrawn or suspended, may apply for review of his case based either on the probable existence of his right or on his economically underprivileged status, or on both elements at the same time.

**92.** When a temporary urgent certificate is issued following upon an application for review, the general manager

er shall immediately send a copy thereof to the review committee.

## **SCHEDULE A**

(s. 37)

### **LIST OF NAMES OF REGIONAL LEGAL AID CORPORATIONS AND DESCRIPTION OF THE TERRITORY ASSIGNED TO EACH PURSUANT TO SECTION 29 OF THE LEGAL AID ACT (R.S.Q., c. A-14)**

(1) **Community legal centre of the Lower St. Lawrence-Gaspé region :** This region comprises the territory of the judicial districts of Bonaventure, Gaspé, Kamouraska, Rimouski.

(2) **Community legal centre of the Saguenay-Lac-Saint-Jean region :** This region comprises the territory of the judicial districts of Chicoutimi, Roberval and also the territory situated east of the 75<sup>th</sup> meridian along the axis of provincial highway 58 and the road between Chibougamau and Saint-Félicien.

(3) **Community legal centre of the Québec region :** This region comprises the territory of the judicial districts of Beauce, Québec, Montmagny, Saguenay.

(4) **Community legal centre of the Mauricie-Bois-Franc region :** This region comprises the territory of the judicial districts of Arthabaska, Drummond, Saint-Maurice, Trois-Rivières.

(5) **Community legal centre of the Eastern Townships region :** This region comprises the territory of the judicial districts of Mégantic, Saint-François.

(6) **Community legal centre of the Montréal region :** This region comprises that part of the judicial district of Montréal bounded to the east and to the south by the St. Lawrence River, to the west by the Ontario border and to the northeast by the Ottawa and Mille-Iles rivers. For purposes of the Act, the New Québec region as defined by the *Décret sur la division administrative du Québec* (c. D-11, r.1), is attached to this region to form a part thereof.

(7) **Community legal centre of the South Shore region :** This region comprises the territory of the judicial districts of Beauharnois, Bedford, Iberville, Richelieu, Saint-Hyacinthe and the territory of that part of the judicial district of Montréal to the east and to the south of the St. Lawrence River between the northeast, south and west limits of the district.

(8) **Centre communautaire juridique Laurentides-Lanaudière :** This region comprises the territory of the judicial districts of Joliette, Labelle, Terrebonne less the territory of that part of the latter judicial district included

in the Gatineau electoral district as it existed on 23 May 1973.

**(9) Community legal centre of the Outaouais region :** This region comprises the territory of the judicial districts of Hull, Pontiac and the territory of that part of the judicial district of Labelle included in the Gatineau electoral district as it existed on 23 May 1973.

**(10) Community legal centre of the Northwest region :** This region comprises the territory of the judicial districts of Abitibi, Rouyn-Noranda, Témiscamingue less the territory situated east of the 75<sup>th</sup> meridian along provincial highway 58 and along the road between Chibougamau and Saint-Félicien.

**(11) Community legal centre of the North Shore region :** This region comprises the territory of the judicial districts of Haute-riève, Mingan less the territory of those parts of such districts included in the territory of New-Québec as defined by the *Décret sur la division administrative du Québec*.

**SCHEDULE B**  
(s. 51)

COMMUNITY LEGAL CENTRE  
OFFICE OF:

## LIST OF RECORDS IN CIRCULATION

AT: \_\_\_\_\_

[illegible]

GROUP THE RECORDS IN THE FOLLOWING MANNER:

1. RECORDS OF ADVOCATES OF THE NETWORK
2. RECORDS OF PRIVATE ADVOCATES
3. RECORDS OF PRIVATE NOTARIES

**SCHEDULE C**  
(s. 51)

### COST PER NATURE OF CLOSED RECORD

COMMUNITY LEGAL CENTRE OF \_\_\_\_\_

REGION \_\_\_\_\_ OFFICE \_\_\_\_\_

NATURE OF RECORD	ADVOCATES OF NETWORK			
	NUMBER OF CLOSED RECORDS		TIME SPENT	
	QUARTERLY	CUMULATIVE	QUARTERLY	CUMULATIVE

# **SCHEDULE D** (s. 51)

COMMUNITY LEGAL CENTRE of:

OFFICE of

MONTH of

## **ACTIVITIES PER ADVOCATE PER NATURE OF RECORDS**

☐ FOR THE ADVOCATES  
OF THE NETWORK

NAME OF ADVOCATE	NATURE OF RECORD	NUMBER OF OPEN RECORDS		NUMBER OF CLOSED RECORDS		NUMBER OF RECORDS IN CIRCULATION	CIVIL	CRIMINAL
		MONTH	CUMULATIVE YEAR	MONTH	CUMULATIVE YEAR			

O.C. 1798-73, (1973) 105 O.G.II, 2313  
O.C. 3664-75, (1975) 107 O.G. II, 4747  
O.C. 4689-75, (1975) 107 O.G.II, 5583  
O.C. 980-76, (1976) 108 O.G.II, 2517

O.C. 1097-78, (1978) 110 G.O., 1535  
O.C. 132-79, (1979) 111 G.O., 2647  
O.C. 204-79, (1979) 111 G.O., 2649  
O.C. 1366-80, (1980) 112 G.O.II, 2055 and 2493  
O.C. 3570-81, (1981) 113 G.O.II, 4135



c. A-14, r.2

## Regulation respecting the establishment of community legal centres

Legal Aid Act  
(R.S.Q., c. A-14, s. 80)

### DIVISION I COMMUNITY LEGAL CENTRE OF THE LOWER ST. LAWRENCE—GASPÉ REGION

**1. Establishing :** The Commission des services juridiques hereby establishes a regional corporation whose corporate name in English shall be “Community legal centre of the Lower St. Lawrence—Gaspé region” and in French, “Centre communautaire juridique du Bas Saint-Laurent—Gaspésie”.

**2. Corporate seat :** The corporate seat of the said corporation is situated in the city of Rimouski.

**3. Region :** The function of the Community legal centre of the Lower St. Lawrence—Gaspé region shall be to provide legal services in the region comprising the territories of the judicial districts of Bonaventure, Gaspé, Kamouraska and Rimouski, according to the needs of the population and within the limits of its means in the manner prescribed by the Legal Aid Act (R.S.Q., c. A-14), by the regulations enacted by the Commission des services juridiques and in accordance with any agreement concluded between the Community legal centre of the Lower St. Lawrence—Gaspé region and the Commission des services juridiques.

### DIVISION II COMMUNITY LEGAL CENTRE OF THE NORTH SHORE REGION

**4. Establishing :** The Commission des services juridiques hereby establishes a regional corporation whose corporate name in English shall be “Community legal centre of the North Shore region” and in French, “Centre communautaire juridique de la Côte-Nord”.

**5. Corporate seat :** The corporate seat of the said corporation is situated in the city of Sept-Îles.

**6. Region :** The function of the Community legal centre of the North Shore region shall be to provide legal services in the region comprising the territories of the judicial districts of Hauterive, Mingan less the territory of those parts

of such districts included in the territory of New Québec as defined by the *Décret sur la division administrative du Québec* (c. D-11, r.1), according to the needs of the population and within the limits of its means in the manner prescribed by the Legal Aid Act, by the regulations enacted by the Commission des services juridiques and in accordance with any agreement concluded between the Community legal centre of the North Shore region and the Commission des services juridiques.

### DIVISION III COMMUNITY LEGAL CENTRE OF THE EASTERN TOWNSHIPS REGION

**7. Establishing :** The Commission des services juridiques hereby establishes a regional corporation whose corporate name in English shall be “Community legal centre of the Eastern Townships region” and in French, “Centre communautaire juridique de l’Estrie”.

**8. Corporate seat :** The corporate seat of the said corporation is situated in the city of Sherbrooke.

**9. Region :** The function of the Community legal centre of the Eastern Townships region shall be to provide legal services in the region comprising the territories of the judicial districts of Mégantic and Saint-François, according to the needs of the population in the manner prescribed by the Legal Aid Act, by the regulations enacted by the Commission des services juridiques and in accordance with any agreement concluded between the Community legal centre of the Eastern Townships region and the Commission des services juridiques.

### DIVISION IV CENTRE COMMUNAUTAIRE JURIDIQUE LAURENTIDES-LANAUDIÈRE

**10. Establishing :** The Commission des services juridiques hereby establishes a regional corporation whose corporate name shall be “Centre communautaire juridique Laurentides-Lanaudière”.

**11. Corporate seat :** The corporate seat of the said corporation is situated in the city of Saint-Jérôme.

**12. Region :** The function of the Centre communautaire juridique Laurentides-Lanaudière shall be to provide legal services in the region comprising the territories of the judicial districts of Joliette, Labelle, Terrebonne less the terri-

tory of that part of the latter judicial district included in the Gatineau electoral district as it existed on 23 May 1973, according to the needs of the population and within the limits of its means in the manner prescribed by the Legal Aid Act, by the regulations enacted by the Commission des services juridiques and in accordance with any agreement concluded between the Centre communautaire juridique Laurentides-Lanaudière and the Commission des services juridiques.

#### **DIVISION V** **COMMUNITY LEGAL CENTRE OF THE** **MAURICIE—BOIS-FRANCS REGION**

**13. Establishing :** The Commission des services juridiques hereby establishes a regional corporation whose corporate name in English shall be "Community legal centre of the Mauricie—Bois-Francis region" and in French, "Centre communautaire juridique de la Mauricie—Bois-Francis".

**14. Corporate seat :** The corporate seat of the said corporation is situated in the city of Trois-Rivières.

**15. Region :** The function of the Community legal centre of the Mauricie—Bois-Francis region shall be to provide legal services in the region comprising the territories of the judicial districts of Arthabaska, Drummond, Saint-Maurice and Trois-Rivières, according to the needs of the population and within the limits of its means in the manner prescribed by the Legal Aid Act, by the regulations enacted by the Commission des services juridiques and in accordance with any agreement concluded between the Community legal centre of the Mauricie—Bois-Francis region and the Commission des services juridiques.

#### **DIVISION VI** **COMMUNITY LEGAL CENTRE OF THE** **MONTRÉAL REGION**

**16. Establishing :** The Commission des services juridiques hereby establishes a regional corporation whose corporate name in English shall be "Community legal centre of the Montréal region" and in French, "Centre communautaire juridique de Montréal".

**17. Corporate seat :** The corporate seat of the said corporation is situated in the city of Montréal.

**18. Region :** The function of the Community legal centre of the Montréal region shall be to provide legal services in the region comprising that part of the judicial district of Montréal bounded to the east and to the south by the St. Lawrence river, to the west by the territory of the Vau-

dreuil-Soulanges electoral district, to the northwest and to the north by the Ottawa and Mille-Îles rivers. However, the territory of the Île Perrot is attached to the region of the Community legal centre of Montréal according to the needs of the population and within the limits of its means, in the manner prescribed in the Legal Aid Act, in the regulations made by the Commission des services juridiques and in accordance with any agreement concluded between the Community legal centre of the Montréal region and the Commission des services juridiques.

#### **DIVISION VII** **COMMUNITY LEGAL CENTRE OF THE** **NORTHWEST REGION**

**19. Establishing :** The Commission des services juridiques hereby establishes a regional corporation whose corporate name in English shall be "Community legal centre of the Northwest region" and in French, "Centre communautaire juridique du Nord-Ouest".

**20. Corporate seat :** The corporate seat of the said corporation is situated in the city of Amos.

**21. Region :** The function of the Community legal centre of the Northwest region shall be to provide legal services in the region comprising the territories of the judicial districts of Abitibi, Rouyn-Noranda and Témiscamingue, less and to withdraw the territory situated east of the 75th meridian along provincial highway No. 58 and along the highway between Chibougamau and Saint-Félicien. To this region is attached to be part thereof for the purposes of the Act, the New Québec region described in the *Décret sur la division administrative du Québec*, according to the needs of the population and within the limits of its means, in the manner prescribed in the Legal Aid Act, in the regulations made by the Commission des services juridiques and in any agreement concluded between the Community legal centre of the Northwest region and the Commission des services juridiques.

#### **DIVISION VIII** **COMMUNITY LEGAL CENTRE OF THE** **OUTAOUAIS REGION**

**22. Establishing :** The Commission des services juridiques hereby establishes a regional corporation whose corporate name in English shall be "Community legal centre of the Outaouais region" and in French, "Centre communautaire juridique de l'Outaouais".

**23. Corporate seat :** The corporate seat of the said corporation is situated in the city of Hull.

**24. Region :** The function of the Community legal centre of the Outaouais region shall be to provide legal services in the region comprising the territories of the judicial districts of Hull, Pontiac and the territory of that part of the judicial district of Labelle included in the Gatineau electoral district as it existed on 23 May 1973, according to the needs of the population and within the limits of its means in the manner prescribed by the Legal Aid Act, by the regulations enacted by the Commission des services juridiques and in accordance with any agreement concluded between the Community legal centre of the Outaouais region and the Commission des services juridiques.

#### **DIVISION IX COMMUNITY LEGAL CENTRE OF THE QUÉBEC REGION**

**25. Establishing :** The Commission des services juridiques hereby establishes a regional corporation whose corporate name in English shall be "Community legal centre of the Québec region" and in French, "Centre communautaire juridique de Québec".

**26. Corporate seat :** The corporate seat of the said corporation is situated in the city of Québec.

**27. Region :** The function of the Community legal centre of the Québec region shall be to provide legal services in the region comprising the territories of the judicial districts of Beauce, Québec, Montmagny and Saguenay, according to the needs of the population and within the limits of its means in the manner prescribed by the Legal Aid Act, by the regulations enacted by the Commission des services juridiques and in accordance with any agreement concluded between the Community legal centre of the Québec region and the Commission des services juridiques.

#### **DIVISION X COMMUNITY LEGAL CENTRE OF THE SOUTH SHORE REGION**

**28. Establishing :** The Commission des services juridiques hereby establishes a regional corporation whose corporate name in English shall be "Community legal centre of the South Shore region" and in French, "Centre communautaire juridique de la Rive-Sud".

**29. Corporate seat :** The corporate seat of the said corporation is situated in the city of Longueuil.

**30. Region :** The function of the Community legal centre of the South Shore region shall be to provide legal services in the region comprising the territories of the judicial

districts of Beauharnois, Bedford, Iberville, Richelieu, Saint-Hyacinthe and the territory of that part of the judicial district of Montréal to the east and to the south of the St. Lawrence river between the northeastern, southern and western boundaries of the Vaudreuil-Soulanges electoral district, less and to withdraw Île Perrot which is attached to the region of the Community legal centre of Montréal, according to the needs of the population and within the limits of its means, in the manner prescribed in the Legal Aid Act, in the regulations made by in the Commission des services juridiques and in any agreement concluded by the Community Legal Centre of the South Shore region and the Commission des services juridiques.

#### **DIVISION XI COMMUNITY LEGAL CENTRE OF THE SAGUENAY—LAC SAINT-JEAN REGION**

**31. Establishing :** The Commission des services juridiques hereby establishes a regional corporation whose corporate name in English shall be "Community legal centre of the Saguenay—Lac Saint-Jean region" and in French, "Centre communautaire juridique du Saguenay—Lac Saint-Jean".

**32. Corporate seat :** The corporate seat of the said corporation is situated in the city of Chicoutimi.

**33. Region :** The function of the Community legal centre of the Saguenay—Lac Saint-Jean region shall be to provide legal services in the region comprising the territories of the judicial districts of Chicoutimi, Roberval and also the territory situated east of the 75th meridian along the axis of provincial highway 58 and the road between Chibougamau and Saint-Félicien according to the needs of the population and within the limits of its means in the manner prescribed by the Legal Aid Act, by the regulations enacted by the Commission des services juridiques and in accordance with any agreement concluded between the Community legal centre of the Saguenay—Lac Saint-Jean region and the Commission des services juridiques.

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O.C. 1957-73, (1973) 105 O.G.II, 2381

O.C. 3855-75, (1975) 107 O.G.II, 4865





c. A-14, r.3

**Règlement sur les normes de  
rémunération des directeurs généraux,  
directeurs de division et directeurs de  
bureau à l'emploi des corporations d'aide  
juridique**

Legal Aid Act

(R.S.Q., c. A-14, s. 80, par. 1)

See French Edition



c. A-14, r.4

**Règlement sur les normes et barèmes de  
nomination et de rémunération des  
avocats de la Commission des services  
juridiques et des corporations d'aide  
juridique non régis par une convention  
collective de travail**

Legal Aid Act  
(R.S.Q., c. A-14, s. 80, par. 1)

See French Edition



c. A-14, r.5

**Règlement sur les normes et barèmes de  
rémunération des employés de soutien  
des corporations d'aide juridique non  
régis par une convention collective de  
travail**

Legal Aid Act

(R.S.Q., c. A-14, s. 80, par. i)

See French Edition



c. A-14, r.6

## **Regulation respecting the pension plan for employees of the Commission des services juridiques and of other corporations to which the plan applies**

Legal Aid Act  
(R.S.Q., c. A-14, ss. 22 and 80)

### **DIVISION I DEFINITIONS**

**1.** For the purposes of this Regulation, unless the context indicates otherwise, the following words and expressions mean :

(1) “actuary” : an actuary who is a member of the Canadian Institute of Actuaries holding the title of “Fellow” and who practises on his own account or in an independent firm of actuaries, chosen in accordance with this Regulation ;

(2) “age” : the age of the person in question on his last birthday ;

(3) “year of participation” : a year of service as participant in the plan ;

(4) “year of service” : a period of employment of 12 months, excluding any period prior to the last date on which his service with the employer commenced ;

(5) “fiscal year” : the period of 12 months extending from 1 January of a calendar year to 31 December of the same year ;

(6) “anniversary of plan” : the first day of each fiscal year ;

(7) “fund” : the retirement fund providing for the payment of the benefits payable in virtue of the plan, and consisting of the contributions paid under this Regulation including their profits and revenues, increases, decreases and growth since 1 July 1973, less any payment ;

(8) “committee” : the retirement committee set up in accordance with Division II of this Regulation to administer the plan ;

(9) “employee” : a person bound to the employer by a contract of lease and hire of personal services working on a full-time basis, engaged and remunerated by the latter on a regular salary basis ;

(10) “employer” : the Commission des services juridiques and the corporations constituted or governed by the Legal Aid Act (R.S.Q., c. A-14) or by the regulations made under such Act, as regards their own employees only ;

(11) “actuarial equivalent” : the amount determined by the actuary according to the actuarial assumptions and computation methods he considers appropriate at the time of determining such amount ;

(12) “basic exemption” : the basic exemption established from year to year corresponding to the basic earnings of workers in excess of which no contribution to the Québec Pension Plan is exigible ;

(13) “interest or accrued interest” : the interest calculated at the rate 4% compounded at the end of each calendar year, or any other rate established from time to time by the committee. The interest accrues from 1 January immediately following the due date for collecting contributions to be withheld from the salary and in any other case from the first day of the calendar month following the date of payment ; the interest accrues up to the first day of the calendar month during which the employee terminates his service with the employer, dies before retirement, begins to receive the pension or reimburses the contributions, as applicable in each individual case ;

(14) “marriage” : a marriage legally contracted, either in Québec or elsewhere, and recognized to be valid by the laws of Québec, or the fact that a single or divorced person has been residing permanently with a person of the opposite sex for 3 years who is either single, widowed or divorced, publicly represented by the person as his or her spouse and in respect of whom the person has been the main support ;

(15) “maximum pensionable earnings” : the maximum revenue established for the year in question under the Act respecting the Québec Pension Plan (R.S.Q., c. R-9) in excess of which no contribution is exigible ;

(16) “participant” : an employee within the meaning of this Regulation who has been admitted into the plan and who pays the normal contribution required ;

(17) “plan” : the pension plan established by the Commission des services juridiques, and provided for by this Regulation which shall govern it upon 1 July 1973, and as it may be amended from time to time in the future. It shall be called the “Pension plan for employees of the Commission des services juridiques and of other corporations to which it applies” ;

(18) “pensioner” : a participant or former participant entitled to a deferred annuity becomes a pensioner as soon as he has attained the normal retirement age or is in fact retired ;

(19) “married pensioner” : a pensioner who has been married for at least 3 years before his retirement and whose spouse is still living ;

(20) “salary” : the normal remuneration received from the employer for actual or presumed services, excluding overtime, bonuses, gratuities, social benefits, premiums of any nature and other special payments, allowances or reimbursement of expenses, the whole as determined according to the current practice followed by the employer ;

(21) “average final salary” : the average salary of the employee for his 5 best remunerated years of participation or for the duration of his participation if less than 5 years ;

(22) “service” : the status of a person who is employed by the employer, regardless of a temporary period of absence with or without remuneration ;

(23) “widow” : the woman who, at the time of death of a married pensioner, was his spouse, it being given that a *de facto* separation for at least 3 months in the case of a marriage not legally contracted, as well as divorce, entails the loss of marital status.

For the purposes of this Regulation, a fraction of a year has a proportional value and the calculations involving numbers that are not whole are made by taking the fractional portion into account.

## **DIVISION II**

### **ADMINISTRATION OF PLAN**

**2.** The plan is administered by a retirement committee composed of 5 representatives of which 3 represent the employer and 2 represent the participants and pensioners.

**3.** The representatives of the employer are designated by the Commission des services juridiques. The representatives of the participants and pensioners are designated by and from among them.

**4.** A representative shall take office on the date of his appointment and shall remain in office until the expiry of the term fixed at the time of his appointment, but not exceeding 3 years.

The term of office of every representative shall be automatically terminated upon his death, or :

(a) if he suffers from mental or physical incapacity rendering him incapable of performing his duties ; in such case, a resolution adopted by the committee following a

medical expert's report shall constitute sufficient and irrefutable proof of incapacity ;

(b) if he resigns in writing ;

(c) if he is removed from office by those who designated him ;

(d) if he ceases to occupy the office conferring the title of representative upon him.

**5.** If a vacancy occurs on the committee, it shall be filled in the same manner as for the appointment of the representative who created the vacancy and in compliance with the same rules. A person appointed to fill a vacancy in the committee shall remain in office until the expiry of the term of the person he has replaced, unless a new term is fixed.

**6.** The committee shall choose a chairman and a secretary, the latter not necessarily being on the committee. It shall also choose a vice-chairman who shall fulfill the duties of chairman when necessary. The chairman shall preside over the meetings of the committee and see to the carrying out of its decisions. In the case of a tie-vote he shall have a casting vote. The secretary shall draw up the minutes of meetings of the committee and is entrusted with the keeping of the registers and books prescribed by the committee.

**7.** A meeting of the committee may be convened by the chairman or 2 representatives. A notice of every meeting must be given in writing by the chairman or the secretary to each representative at least 48 hours before it is held. A meeting may at all times be called without such notice if all the representatives agree thereto.

**8.** Two representatives of the employer and a representative of the participants and pensioners shall constitute a quorum at meetings of the committee.

**9.** The committee shall act by means of meetings whose deliberations are recorded in a special register or by means of written decisions signed by all the representatives and entered in the register. The committee shall administer, apply and interpret this Regulation and decide on any question related or incidental thereto. It shall receive the contributions and manage the fund in accordance with this Regulation and with the pertinent provisions of the laws or regulations to which the plan is subject.

**10.** The committee may make rules for its internal management not inconsistent with this Regulation.

**11.** The committee shall recommend the method of financing, nature and distribution of investments ; these in-

vestments are made in accordance with the Act respecting supplemental pension plans (R.S.Q., c. R-17).

**12.** The committee shall ensure that books and records showing the detailed operations of the plan are kept and take the necessary measures to have such books and records audited by independent auditors.

**13.** The committee shall submit a report to the employer at least once a year.

**14.** From 1 July 1973 and at least once every 3 years thereafter as well as each time an amendment to the plan is made, the committee shall have the commitments of the plan evaluated by the actuary who shall submit a report with respect to :

(a) the amount of the normal contributions sufficient to ensure the complete capitalization of pension benefits, other benefits or rights of refund, relative to the services of employees for each subsequent fiscal year until the date of the next report ;

(b) the actuarial deficits and special contributions required to amortize them in accordance with the Act respecting supplemental pension plans ;

(c) the recommendations and suggestions it considers appropriate under the circumstances.

**15.** The committee shall inform the employees and provide each member with a description of his rights and duties, of the pertinent provisions of the plan as well as by other information prescribed by the Régie des rentes du Québec under the Act respecting supplemental pension plans.

**16.** The committee may do business with one or several chartered banks or engage the services of independent financial advisers. However, the committee shall retain the control and supervision of investments.

**17.** The committee may pay the pension from the fund or conclude an individual or collective pension contract with an insurance company in virtue of which that company guarantees the payment of certain or all the benefits prescribed herein.

**18.** The committee shall determine, after consultation with the actuary, the terms and conditions for the transfer of an amount from the fund to another retirement fund. The fund may receive any amount from another fund provided the latter is duly registered as a retirement plan for the purposes of the federal and provincial income tax laws ; the pensions and other benefits resulting from the

amount thus transferred are determined by the committee after consultation with the actuary.

**19.** The committee may conclude, with the employer's approval, an agreement with any other registered supplemental pension plan which would take into account for the purposes of the plan all or part of the period elapsed since the commencement of the employee's service with his former employer until the date of his admission into the plan and to permit the fund to receive sums or securities from that other plan, as well as to provide for the payments to be made by the fund to another retirement fund for employees commencing their service with a new employer for a similar remuneration.

**20.** The committee shall retain the services of an auditor. If it considers it advisable in the interest of the plan, it may retain the services of any other adviser or expert.

**21.** The committee may whenever necessary have recourse to the services of the actuary to assist it in administering the plan.

**22.** The employer shall assume the general administration costs of the plan and pay the fees of the actuary, the auditor and any other adviser or expert retained by the committee. The fund shall assume its management costs.

### **DIVISION III**

#### **ELIGIBILITY AND PARTICIPATION**

**23.** Every regular employee under 65 years of age on the date of commencement of his service shall be eligible for the plan.

**24.** An employee may join the plan :

(a) on the date of coming into force of the plan, if he is eligible at that time, or if not :

(b) at the commencement of the pay period immediately following the date on which he became a regular employee or, if subsequent thereto, on the date of his twenty-fifth birthday.

**25.** Participation in the plan shall be compulsory for every eligible employee effective from the last date on which he is entitled to join the plan, with the exception of employees eligible on 1 July 1973 who have given written notice to the Commission within 30 days from this date of their refusal to participate therein.

**26.** Temporary absences or interruptions of employment not exceeding 12 months, or leaves of absence authorized by the employer do not terminate participation in

the plan for the purposes of determining a participant's right to a deferred annuity according to sections 61 and 62. The contributions shall continue to be paid during a temporary leave of absence with remuneration. They shall be suspended during a temporary leave of absence without remuneration and, except under the application of section 65, the period in question shall not count in the computation of the credited pension.

**27.** The participation of an employee in the plan shall entail his permanent and irrevocable compliance with all the provisions of this Regulation as well as authorization for the employer to make the necessary deductions from his salary for the payment of the prescribed contributions in the manner determined by him.

**28.** The years of participation shall accrue from the date of admission into the plan.

**29.** A participant may not terminate his participation in the plan as long as he remains eligible.

**30.** The employee who participates in the plan must complete, sign and submit to the employer his application for participation in the form prescribed for such purpose not later than 30 days following the date on which he meets the eligibility requirements.

**31.** An employee who refuses to participate in the plan may not participate thereafter without the consent of the employer and he shall lose every right to a pension credit for his services prior to commencement of his participation.

#### **DIVISION IV CONTRIBUTIONS**

**32.** The normal contribution for each employee participating in the plan is determined as follows :

(a) 7% of his salary up to the amount of the basic exemption ; plus

(b) 5,2% of that portion of his salary comprised between the basic exemption and the maximum pensionable earnings ; plus where applicable,

(c) 7% of that portion of his salary in excess of the maximum pensionable earnings.

The contribution paid by an employee is, however, limited to the lowest maximum amount allowed by the federal and Québec income tax laws.

**33.** The employer shall withhold the contribution of every participant in the plan from the latter's salary and pay

the total amount into the fund in the month following that which the deductions were made. The due date of a contribution is the date of termination of the pay period in respect of which the deduction is made.

**34.** The normal contribution of the employer for any fiscal year is the amount which, added to the contributions of participants for such fiscal year, is sufficient according to the actuary's estimates to ensure the complete capitalization of pension benefits, other benefits or rights of refund payable to participants who are his employees with regard to their services during that fiscal year. This contribution must be paid into the fund not later than 120 days after the end of the fiscal year in question.

**35.** In addition to the contribution prescribed in the section 34, the employer must pay into the fund on the last day of each fiscal year, as a special contribution, the amount required according to the actuary's estimates to amortize, concerning the portion related to his employees, any actuarial deficit in the fund, if any, over the maximum period prescribed under the Act respecting supplemental pension plans, it being given that the total amount of the employer's commitments at any time with respect to any actuarial deficit is limited to the special contributions thus and then due. The same rule shall apply in the application of the provisions particular to a given employee ; moreover, it shall be subject to the prior obtainment of an additional certificate of the actuary.

#### **DIVISION V DATE OF RETIREMENT**

**36.** The normal retirement date of a participant is the last day of the month in which the participant attains 65 years of age.

**37.** Retirement is compulsory on the normal retirement date. However, subject to the employee's consent, the employer may defer the latter's retirement for one year at a time ; the payment of the pension is suspended until the last day of the month in which the employee actually retires but at the latest until his seventieth birthday. The employee shall in such case continue to contribute to the plan and to accumulate years of participation as prescribed in the Regulation.

**38.** A participant may, if he has participated in the plan for 10 years, request his retirement on the last day of any month not preceding by more than 10 years his normal retirement date, in which case he shall receive a pension equal to :

(a) the pension credited at that time, if he is 60 years of age or over and has completed 20 years of service or, regardless of his age, if he has completed 35 years of participation;

(b) the actuarial equivalent of the pension then credited payable from the date on which he is entitled to the full credited pension in all other cases.

**39.** In exceptional circumstances and if he considers it advisable for his proper administration, the employer may retire a participant whose age plus his years of service is equal to 80 on the last day of any month not preceding by more than 10 years his normal retirement date. In such case, the pension payable is equal to the pension credited at that time.

In addition, the employer may, at his discretion, increase the pension credited to the participant by crediting him an additional number of years of participation, but such number shall not exceed the lesser of 10 or the number of years remaining before the normal retirement date. The presumed salary rate during these additional years of participation is the participant's salary during the year preceding retirement.

## **DIVISION VI RETIREMENT BENEFITS**

**40.** The pension shall be payable every month to the pensioner on the first day of each month, commencing on the month next following the date of his retirement, and the amount of each payment shall be equal to 1/12 of the annuity.

**41.** The amount of the annuity shall be equal to the amount of the pension credited for each year of participation from the date of coming into force. The pension credited for one year of participation shall be equal to 2% of the final salary of the participant.

**42.** In the computation of the amount of the annuity, not more than 35 years of participation shall be taken into account.

**43.** The employer may recognize the years of prior service of a former participant who becomes an employee again provided the employee remit to the fund an amount equal to that which had been reimbursed him upon his departure, together with the accrued interest. The pension attaching to the years thus recognized shall be that credited to the employee upon his departure. The employer may also agree to consider the period of absence as an authorized leave-of-absence without pay according to section 26.

**44.** Subject to the restrictions of the laws and regulations governing taxation, the pension credited to a participant may be increased by the pension attaching to additional years of participation where, prior to 31 December 1973 or upon engaging the participant, the employer has specifically recognized those years for the purposes of these presents. Such years shall only be recognized with respect of the pertinent professional experience acquired by the employee from his twenty-fifth birthday and provided that the latter pay into the fund an amount equal to 240% of his normal contribution as estimated for his first year of participation, multiplied by the number of years thus recognized or the amount required to amortize such amount over a period not exceeding the number of years in question. Such additional pension shall become vested in whole or in part in the participant by the total or partial payment of the aforementioned amount.

**45.** Commencing on the first month during which a pension is payable under the Act respecting the Québec Pension plan (R.S.Q., c. R-9), the pension paid to the pensioner shall be reduced by 0,7% of the average final salary, per year of participation, up to the maximum average pensionable earnings for 3 years of participation preceding the retirement.

**46.** Every monthly pension less than 10 \$ payable to a pensioner, his widow or his assigns may be replaced by increased payments made less frequently or by a single payment. The payments thus modified shall be actuarially equivalent to the amount otherwise payable.

**47.** Where the total of the initial amount of the pension payable to the participant under the Workmen's Compensation Act (R.S.Q., c. A-3), the Act respecting the Québec Pension Plan, the Old-Age Security Act (R.S.C., 1970, c. O-6) or under any other Act granting benefits to the participant and the amount of the pension otherwise payable under this Regulation exceeds the amount of 1 000 \$ plus 80% of the participant's average final salary, the amount of the pension payable under this Regulation shall be reduced by the amount of the surplus. The amount of the surplus is calculated separately, where applicable, in respect of each period for which the total described above is modified because one or other of the pensions set forth commences or ceases to be paid or its amount has been modified. The initial amount is the amount of the pension as computed in accordance with the provisions and factors applicable at the date of retirement or at the date of departure in the case of a deferred annuity, with the exception of any subsequent increase due to indexation.

**48.** The pension paid to a pensioner shall not exceed :



(a) 2% of the average salary for the best 5 remunerated years of service, multiplied by the total number of years of service ;

(b) 70% of the average salary for the best 5 remunerated years of service ;

(c) 40 000 \$ per year ;

(d) 1 143 \$ multiplied by the total number of his years of service.

**49.** The pension paid to a pensioner, his widow or his assigns, where applicable, shall be revised at the end of every fiscal year with effect from the beginning of the following fiscal year ; the amount of the pension paid at the beginning of the fiscal year being multiplied by the ratio between the pension index for the current fiscal year and the pension index for the preceding fiscal year.

**50.** The pension index for the fiscal year ending on 31 December 1973 shall be equal to 100 000 and every other index, computed by adjusted to the nearest third decimal, shall be equal to the lesser of :

(a) 103% of the pension index for the next preceding fiscal year ; and

(b) 100 000 multiplied by the ratio between the average of the national consumer price index published by the Dominion Bureau of Statistics for each of the 12 months of the year ending on 30 June of the fiscal year in question and such average for the 12 months of the year ending on 30 June 1973.

**51.** Where the index thus computed is less than 101% of the index for the next preceding fiscal year, the pension index for the fiscal year in question shall remain equal to the index for the preceding fiscal year.

**52.** The committee may, after consultation with the actuary, modify the method of computing the pension index in order to take into account any modification in the method of computing the national consumer price index or for any other reason, if it deems it desirable or necessary. Such modification shall not reduce the rights then vested in the pensioners and it shall only take effect subject to the approval of the employer.

**53.** The deferred annuity credited to a former participant shall be subject to the revision described in section 49 only from the moment when it starts being paid to him.

## **DIVISION VII DEATH BENEFITS**

**54.** Upon the death of a participant, his assigns shall receive the sum of his own contributions, plus credited interest.

**55.** Upon the death of a married pensioner, his widow shall be entitled to the payment of pension equal to 50% of the pension payable to the pensioner. The pension paid to the widow shall, however, be reduced by 2½% of the amount payable to the pensioner for each year that her age is more than 10 years less than the age of her spouse. The widow's pension shall be paid monthly commencing on the first day of the month following the month of the pensioner's death and the last payment shall be made on the first day of the month during which the widow dies.

**56.** Where the aggregate pension paid to the pensioner and, where applicable, to his widow, if he is a married pensioner, is less than the amount of his own contributions, plus credited interest, the assigns of the pensioner shall receive the difference in the form of additional monthly installments.

**57.** A participant may, upon written notice transmitted to the committee prior to his retirement, elect to receive in lieu of the pension which could be payable to him as an unmarried pensioner according to the normal method described in section 56, a pension payable according to one of the options described below ; in such cases, the pension payments shall be reduced or increased in order to be actuarially equivalent to the pension payable according to the normal method:

(a) ordinary life annuity : the pension is paid throughout his life ;

(b) pension payable for at least 5 years : the pension is paid to him throughout his life, and should he die before having received his pension for a period of 5 years, the additional payments are made to his assigns as they fall due ;

(c) pension payable for at least 10 years : the pension is paid to him throughout his life, and should he die before having received his pension for a period of 10 years, the additional payments are made to his assigns as they full due ;

(d) any other mode approved by the administrator and complying with the laws and regulations respecting pension plans.

**58.** The death benefits following retirement described in section 56 shall be cancelled by the election of an op-

tional mode of pension and shall then be established according to the pension mode selected by the participant.

**59.** However, if the participant dies within 2 years after having elected an optional mode of pension, such election shall be cancelled and the death benefits shall be computed as if such election had not been made, with a retroactive adjustment for the payments already made, where applicable. Every election made by a participant who becomes a married pensioner shall be automatically cancelled.

**60.** Upon the death of a married participant after the date on which he would have been entitled to the pension which was then credited to him without actuarial reduction, the benefits shall be computed as prescribed above as though he had retired immediately before his death. However, where the death occurs before the normal retirement date, the pension payable to the widow shall be deferred until the last day of the month during which the participant would have attained 65 years of age.

#### **DIVISION VIII BENEFITS UPON TERMINATION OF EMPLOYMENT**

**61.** Where a participant ceases to be employed by the employer for reasons other than death or forced retirement and is, at that time less than or 45 years of age, or, having attained that age, has not completed 10 years of continuous service or participation, he shall have the choice between one or other of the following options :

(a) immediate reimbursement of his contributions plus interest credited in compliance with all his rights under the plan ;

(b) a deferred annuity payable from his normal retirement date equal to the higher of the following 2 amounts :

i. the actuarial equivalent of the reimbursement prescribed above ;

ii. a percentage or the total of the pension credited on the date of his departure determined as follows :

<i>Years of service with the employer</i>	<i>% credited as deferred annuity</i>
Less than 5 years	0%
5, but less than 6 years	50%
6, but less than 7 years	60%
7, but less than 8 years	70%
8, but less than 9 years	80%
9, but less than 10 years	90%
10 years and over	100%

**62.** Where a participant is at least 45 years of age and has completed at least 10 years of continuous service or

participation on the date of his departure, he shall be entitled to a deferred annuity payable effective from his normal retirement date and whose amount is equal to the pension credited on the date of his departure.

**63.** Where a former participant to whom a deferred annuity is payable dies before the commencement of his pension, the benefit payable at his death is determined according to section 54.

**64.** A former participant who has ceased to be employed by the employer and is entitled to a deferred annuity may request that his pension start being paid before his normal retirement date. The pension payable shall then be reduced and the amount thereof established on an actuarial equivalent basis.

**65.** Where a participant who is absent due to disability receives a compensation benefit from the employer or a monthly disability pension under a plan protecting him against long-term disability and to which the employer contributes, the interruption of work as a result of such disability shall constitute, for the purposes of this Regulation only, neither a termination of service nor a termination of participation. The period during which he is eligible for such benefits shall automatically constitute a temporary absence during which he shall accumulate years of participation, and the pension credited from year to year shall be computed according to section 41 on the basis of the salary which he received immediately prior to his disability.

#### **DIVISION IX GENERAL**

**66.** The contributions, pensions, reimbursements or other benefits payable under the plan shall be unassignable and not attachable.

**67.** This Regulation shall not be interpreted as conferring any right upon an employee or any other person with respect to the maintenance or continuation of his employment or as hindering the rights of the employer to demote, suspend, discharge, lay off or dismiss any employee and to deal with him regardless of the possible consequences for the employee as participant in the plan.

**68.** To exercise their right with respect to any pension under the plan, the participant and his widow, where applicable, must furnish any information required by the committee and a proof of age satisfactory to the latter.

**69.** The benefits payable under the plan shall be restricted to those which may be constituted owing to the

funds available in the fund. Obligations towards the participants, former participants and pensioners within the meaning of the plan shall not be obligations of the employer. The obligations of the employer shall be restricted to his contributions due in accordance with sections 34 and 35 and the expenses prescribed in section 22.

**70.** The rights vested in the participants and the pensioners at the time of any amendment to the plan shall not be lessened by such amendment. The vested rights shall be determined as follows and shall not have any other meaning :

(a) the pensioner shall have a vested right to the pension paid to him and the former participant to the deferred annuity credited to him ;

(b) the participant shall have a vested right, as the case may be, to his own contributions or to the pension credited to him. The pension credited to a participant from year to year is that resulting from the application of this Regulation with respect to the years of service of the participant and to the salary earned by the latter until then.

The exercise of those rights is subject to this Regulation.

**71.** The employer shall reserve the right to terminate the plan at any time. The money then available in the fund shall be used for the payment of obligations towards the participants, former participants and pensioners within the meaning of the plan ; the amount of the deferred annuity shall be determined according to this Regulation and in accordance with the standards prescribed by the Act respecting supplemental pension plans (R.S.Q., c. R-17), the rights of participants, former participants and pensioners being, in case of lack of available money, adjusted in accordance with the said standards. Where applicable, any surplus which is not necessary to guarantee the commitments of the plan shall be reimbursed to the employer.

**72.** The employer and the committee shall not be held responsible for any *bona fide* action, error or omission in the putting into force or application of this Regulation or in the administration of the plan or the fund ; however, as soon as an action, error or omission which may cause prejudice is discovered, it must be corrected in the best possible manner.

**73.** For interpretation purposes, the French text of this Regulation shall prevail over the English text.



c. A-14, r.7

## **Tariff of fees of advocates for the purposes of the Legal Aid Act**

Legal Aid Act  
(R.S.Q., c. A-14, s. 81)

### **CHAPTER I DEFINITIONS, OBJECT OF AGREEMENT, SCOPE**

1. Definitions
2. Object of agreement
3. Scope

#### **Definitions**

**1.01.** For the purposes of this Agreement, the words and expressions “recipient”, “legal aid”, “Commission”, “regional corporation”, “legal aid corporation”, “legal aid bureau” and “court” have the meaning assigned to them in the Legal Aid Act (R.S.Q., c. A-14).

The expression “legal aid body” means a legal aid corporation or a legal aid bureau ; it includes every body or person who issues certificates of qualification for legal aid.

#### **Object of agreement**

**2.01.** The intent of this Agreement is to cover the professional services of advocates within the meaning of the legal aid plan. It establishes the fees payable according to the tariff, and determines certain conditions under which such services are provided to a recipient of legal aid.

A professional service relating to the exercise of a right under a law or regulation, and in respect of which this Agreement does not prescribe a tariff or the payment of a special consideration, shall entail remuneration.

In such case, the legal aid body shall appraise the statement of fees submitted by the advocate and fix the amount of the remuneration. This decision may be the object of a dispute, except in matters related to the Commission des affaires sociales, the Canada Employment and Immigration Commission, the Régie du logement and the Youth Court, where such decision may not be the object of a dispute.

The Bar is at all times entitled to submit to the Minister of Justice a draft tariff for the professional services to

which this rule applies. In such case, the negotiations shall be carried on in accordance with section 81 of the Act.

Subject to the Act, every matter contemplated in this Agreement shall be negotiable between the Minister and the Bar.

*Applicable to mandates issued from 14 January 1981 (O.C. 4019-80, (1981) 113 G.O.II, 35)*

**2.02.** A particular agreement concerning professional services rendered by an advocate or a group of advocates within the meaning of the legal aid plan must, to be valid, be approved by the Minister and the Bar.

#### **Scope**

**3.01.** This Agreement governs, for the purposes of the legal aid plan, every advocate who agrees to render professional services to a recipient of legal aid ; however, it shall not apply to advocates employed full-time by a legal aid body.

**3.02.** An advocate who agrees to provide professional services to a recipient of legal aid shall apply for registration by means of a notice of commitment.

**3.03.** A notice of commitment may be either general or restricted.

A general commitment entails acceptance to provide professional services to a recipient of legal aid in all regions of Québec ; a general notice of commitment shall be forwarded by registered or certified mail to the Commission which shall enter the advocate's name on the list of registered advocates of each regional corporation.

A restricted commitment is valid for one region ; a restricted notice of commitment shall be forwarded by registered or certified mail to the general manager of the regional corporation of the region in which the advocate intends to register.

**3.04.** A notice of commitment may include restrictions with respect to the nature and number of mandates that the advocate intends to accept ; it may also include other restrictions relative to the professional services that the advocate agrees to provide or to the recipients to be represented by him.

**3.05.** An advocate who wishes to terminate his commitment shall give notice thereof by registered or certified mail to the Commission or, in the case of a restricted notice of commitment, to the general manager of the regional corporation with which he is registered. He may at any time re-apply for registration according to the procedure prescribed in this section.

## CHAPTER II FREE CHOICE OF ADVOCATE

- 4. General principle
- 5. Practice of free choice
- 6. Referral
- 7. Substitution
- 8. Continuation of mandate

### General principle

**4.01.** An advocate may represent any recipient who exercises his right to require his professional services in accordance with the provisions of the Act relating to the free choice of an advocate.

The Commission must ensure that the legal aid bodies respect the freedom of choice granted to the recipient under the Act.

### Practice of free choice

**5.01.** An economically underprivileged person shall retain the right to consult an advocate in private practice before submitting an application for legal aid under section 62 of the Act.

**5.02.** An application for legal aid may be submitted by the advocate himself on behalf of a person in respect of whom a temporary certificate of qualification may be issued under the Act.

In such case, the application is verbal ; however, the mandate shall cover only urgent proceedings or appearance in penal or criminal proceedings for which the temporary certificate of qualification is issued.

**5.03.** When a legal aid body refuses legal aid to an applicant who has already chosen an advocate in private practice, it shall inform such advocate, by means of a notice, of the reasons for its refusal.

**5.04.** Nothing in this agreement shall be deemed to deprive an applicant of the right to be represented by an advocate of his choice for the purposes of the recourse for review prescribed in the Act.

### Referral

**6.01.** A legal aid body shall, according to the criteria established by the Act, distribute in an equitable manner among the advocates the mandates for recipients who wish to be represented by an advocate registered in the legal aid plan, but who have not made a particular choice.

The first paragraph shall apply *mutatis mutandis* to mandates given to an advocate by a legal aid body because it has insufficient staff, or where the nature of the problem, dispute, case or proceeding requires specific competence that it is unable to assume, or where the recipient is party to a dispute or a case involving, as defendant or plaintiff another for whom a permanent advocate of the legal aid body acts as attorney.

### Substitution

**7.01.** In the case of substitution of attorney, the legal aid corporation must notify the advocate responsible for the record, in writing, that the recipient has applied for a substitution of attorney and inform him of the name of the new attorney.

The first paragraph shall apply in the same manner when the advocate responsible for the record, or the new attorney, is an advocate employed full-time by a legal aid body.

### Continuation of mandate

**8.01.** The advocate who represents a person with respect to the exercise of a right whereby he becomes a recipient, shall retain his mandate subject to the provisions of the Act.

In such case, the legal aid body issuing the certificate of qualification must notify the advocate responsible for the record and require his acceptance to continue the mandate, subject to the conditions determined by the Act and the Agreement.

## CHAPTER III PROFESSIONAL RIGHTS

- 9. General principle
- 10. Professional autonomy
- 11. Mandate
- 12. Confidentiality

### General principle

**9.01.** The legal aid plan shall respect the professional rights of the advocate ; in particular, the plan recognizes the professional autonomy of the advocate and safeguards

the personal and privileged character of his relationship with the recipient.

### Professional autonomy

**10.01.** The advocate shall retain his professional autonomy under the legal aid plan. He shall be responsible for deciding what services to render, within the scope of the legal aid mandate, in pursuing his client's best interest.

The advocate shall comply with the mandate assigned to him by a legal aid body on behalf of a recipient; the conditions of that mandate are intended to identify the kind of legal aid the recipient requires.

**10.02.** The legal aid body shall refrain from intervening in the carrying out of an advocate's mandate; it may however, ensure its execution.

The carrying out of an advocate's mandate includes recourse to experts which are justified by the nature and importance of the case according to recognized professional practice.

### Mandate

**11.01.** The advocate is free to accept a legal aid mandate.

**11.02.** He may, according to recognized standards of practice, terminate any mandate; in such case, he shall notify the legal aid body and the recipient thereof in writing.

### Confidentiality

**12.01.** An advocate shall account to the recipient for the carrying out of his mandate and report the professional services he has rendered to the legal aid body from which he received his mandate.

In his relations with the Commission or legal aid body, the advocate is bound to professional secrecy.

## CHAPTER IV REMUNERATION PLAN

13. Applicable tariff
14. Methods of invoicing and payment
15. Discontinuance of legal aid
16. Contestation of fees

### Applicable tariff

**13.01.** Every legal service provided in accordance with the provisions of the Act and the Agreement, shall be remunerated according to the tariff in Schedule 2.

### Methods of invoicing and payment

**14.01.** The advocate shall forward his statement of fees to the legal aid body that has assigned the mandate to him. Payment shall be made within 45 days following the receipt thereof.

In the cases determined by regulation, the statement of fees shall be forwarded to the Commission and paid by it within the same time period.

**14.02.** A statement of fees is either a provisional or a final account. Invoicing is made on the form prescribed by the Commission.

A provisional account shall be in respect of professional services rendered in a case ready for hearing at 30 June of a given year.

**14.03.** Any amount due and unpaid on a statement of fees drawn up in accordance with the Act and the Agreement, shall bear per annum interest 45 days after being received by the legal aid body or, as the case may be, by the Commission.

This interest rate is equal to the discount rate of the Bank of Canada in force on 1 April and 1 October each year plus 1½%. The rate thus fixed shall be effective for the next 6 months.

A statement of fees is complete when it specifies the services provided according to the tariff schedule.

**14.04.** Disbursements shall be the object of a separate invoice and shall be paid by the legal aid body that has given the mandate or, as the case may be, by the Commission, within 45 days following receipt of a statement of disbursements.

Disbursements shall include experts' fees and other fees pertaining to actions and proceedings relating to the legal aid mandate.

### Discontinuance of legal aid

**15.01.** The advocate who represents a recipient in respect of whom legal aid is suspended or withdrawn shall be remunerated, according to the provisions of the Agreement, for services rendered prior to the receipt of a notice forwarded by the legal aid body, by mail or telegram, in-

forming him of the discontinuance of legal aid and the reasons for such decision.

The first paragraph shall also apply where the recipient renounces legal aid.

**15.02.** Where legal aid is discontinued, the advocate may, however, include in his statement of fees the services provided after receipt of the notice from the legal aid body and which were essential to the safeguarding of that person's rights or were required by a court.

#### Contestation of fees

**16.01.** A legal aid body that refuses to pay a statement of fees must, during the time granted for its payment, advise the advocate thereof in writing stating the reasons for its refusal.

The first paragraph governs the Commission in cases where it assumes payment of the fees, pursuant to the regulations.

**16.02.** A contestation of fees is made in cases of non-compliance of the fees claimed with the provisions of the Act and the Agreement.

### CHAPTER V DISPUTES

- 17. Object of a dispute
- Conciliation of statement of fees
- 18. Mode of settlement
- 19. Arbitration council

#### Object of a dispute

**17.01.** A dispute arises from any disagreement concerning the interpretation or application of the Agreement, including any disagreement on a statement of fees.

**17.02.** A dispute may not bear on a matter under the disciplinary jurisdiction of the Bar.

#### Conciliation of statement of fees

**17.03.** A dispute bearing on a statement of fees may be the object of conciliation.

**17.04.** An advocate who wishes to have recourse to conciliation shall notify in writing the legal aid corporation that refuses him payment of his statement as well as the section of the Bar to which he belongs.

**17.05.** Within 30 days following receipt of the notice, the general manager of the corporation and the *Bâtonnier* of the section shall each designate an advocate.

**17.06.** Within 30 days following their designation, the advocates thus appointed and the claimant advocate shall meet, mutually examine their claims and endeavour to reach an agreement.

#### Mode of settlement

**18.01.** A dispute is submitted by the advocate by means of a notice addressed to the corporation or, where applicable, to the Commission. The notice must contain a summary statement of the facts and the corrective measures required.

A dispute concerning a contestation of fees must be submitted within a period of 6 months following receipt of a notice of refusal to pay or claim for reimbursement; in such case, a copy of the notice of dispute shall be transmitted to the regional corporation.

Recourse to the conciliation provided for in sections 17.03 *et seq.* interrupts the prescription.

**18.02.** Upon receipt of a notice of dispute, the corporation or the Commission, as the case may be, shall give its answer in writing. If the advocate is dissatisfied with the decision or if no decision is transmitted to him within 30 days after submitting to notice of dispute, the advocate may request arbitration.

**18.03.** The Barreau du Québec may directly submit any dispute of general interest to arbitration and, in such case, it shall notify the Commission thereof.

In particular, any alleged derogation from the provisions of the Agreement respecting free choice of an advocate or of professional rights, resulting from a regulation of administrative measure, may be the object of a dispute of general interest.

**18.04.** Arbitration shall be the object of an application to the Chief Justice of the Provincial Court, a copy of which shall be transmitted to the Commission.

#### Arbitration council

**19.01.** Any dispute submitted for arbitration under this Agreement shall be decided by an arbitration council composed of 2 advocates and one judge of the Provincial Court, designated by the Chief Justice of that Court and acting as chairman.

**19.02.** The 2 advocates are appointed respectively by the regional corporation issuing the mandate that is the source of the dispute and by the section of the Bar to which the applicant advocate belongs.

However, where the dispute is raised by the Barreau du Québec, the 2 advocates shall then be designated respectively by the Barreau du Québec and by the Commission.

**19.03.** The arbitration council has jurisdiction, to the exclusion of any other court, to decide on a dispute submitted in virtue of and in accordance with the provisions of this Agreement. The council may uphold, modify, or rescind the decision which is the object of a dispute and, subject to the terms of its award, order payment or reimbursement, fix a compensation, re-establish a right or make any other order it deems equitable under the circumstances.

However, the council may not modify the provisions of the agreement. The arbitration council's award is final, obligatory and binding upon the parties.

**19.04.** The council may render a provisional award at all times.

**19.05.** Stenography or tape recording fees, if any, shall be assumed by the corporation or the Commission, as the case may be.

**19.06.** The chairman of the council shall transmit each award by registered or certified mail to the parties and to the Barreau du Québec.

## CHAPTER VI GENERAL PROVISIONS

### 20. Committees

### 21. Regulations and directives

### 22. Forms

### 23. Scope of agreement

#### Committees

**20.01.** The Minister, the Commission and the Bar shall, from time to time, form any tripartite committee deemed useful for the proper administration of the legal aid plan ; they shall determine its mandate and the procedure to be followed.

**20.02.** In a tripartite committee, the representation of the Bar shall be equal to the total number of representatives of the Minister and the Commission.

**20.03.** A tripartite committee shall obtain from the Commission the documents, statistics and information it requires in the carrying out of its mandate.

**20.04.** The Commission shall put the necessary clerical staff at the disposal of the tripartite committee and assume remuneration thereof.

**20.05.** A tripartite committee shall be set up for each regional legal aid corporation composed of the Bâtonnier(s) of the section(s) whose territory is the same as or encompasses that of the regional corporation, and equal number of representatives of the corporation and one representative of the Ministère de la Justice.

The mandate of such committee shall be to investigate and make any recommendation deemed useful on any complaint of an advocate submitted by the Bâtonnier of his section and bearing on :

(a) the exercise of a recipient's right to choose an advocate who is not employed by a legal aid body ;

(b) the administrative practices of the corporation regarding financial qualification ;

(c) any alleged derogation from the provisions of section 69 of the Act.

This regional committee may also refer cases to a provincial tripartite committee provided in sections 20.01 to 20.04 and composed of the Deputy-Minister of Justice, the chairman of the Commission des services juridiques, the Bâtonnier and the vice-president of the Barreau du Québec.

#### Regulations and directives

**21.01.** The Minister shall consult the Bar with respect to any regulation submitted to him by the Commission for approval in accordance with the Act.

**21.02.** The Commission shall consult the Bar on any proposed directive concerning the application for or issue of a certificate of qualification or the services of an advocate.

The Commission must, when it intends to prescribe that certain professional service shall be rendered exclusively by advocates employed full-time by a legal aid body, comply with the following provisions : notify the Bar of its intention to do so 60 days before submitting the draft regulation to the Government ; state in such notice, having regard to the criteria established in the Act, the facts on which it shall base itself to seek approval of such regulation ; and provide the text of the draft regulation it intends to submit for the approval of the Government.

**21.03.** The Commission shall consult the Bar on the implementation of the administrative procedures required to ensure the practice of free choice of an advocate.



**21.04.** The Commission shall issue the directive whose text appears as Schedule 1, having regard to the terms and conditions of application of section 69 of the Act.

#### Forms

**22.01.** The Commission shall consult the Bar when it intends to establish or modify the forms that the advocate must complete for the purposes of the legal aid plan.

#### Scope of agreement

**23.01.** This Agreement shall bind the Commission and every legal aid body.

### SCHEDULE I DIRECTIVE OF THE LEGAL SERVICES COMMISSION (s. 21.04)

#### To all general managers

We wish to remind you of a policy already set forth respecting section 69 of the Legal Aid Act.

The Legal Aid Act provides legal services to economically underprivileged persons. However, the Québec shall not be responsible for the payment of the judicial fees which an applicant is able to pay from the amount he will most probably collect from his case. Consequently, where an agreement as to the extrajudicial fees in fee generating cases may be concluded between an applicant and an advocate in private practice, the general manager or his representative shall refer to applicant to the private sector.

This directive shall also apply to matrimonial matters in respect of which the spouse's condition and faculties reasonably permit the anticipation of alimony of an amount greater than the criteria of qualification for legal aid.

Robert Sauvé,  
Chairman.

### SCHEDULE 2 (s. 13.01)

#### PART I GENERAL RULES OF INTERPRETATION AND APPLICATION IN CIVIL, CRIMINAL AND PENAL MATTERS

##### Rule 1 — Carrying out of the mandate

The advocate must personally carry out a legal aid mandate. This obligation deals with the essentials of the mandate and its carrying out is subject to the recognized standards of professional practice.

##### Rule 2 — The board

The fees of the advocate to which a legal aid body has granted a board mandate shall be the object of an application for special consideration.

##### Rule 3 — Professional assistance

In a case which justifies professional assistance, the assistant advocate shall receive fees equivalent to one-fifth of the fees of the advocate who assumes the mandate for the services in respect of which his assistance was required.

The advocate who wishes to be assisted must, prior thereto, obtain the authorization of the legal aid body.

This Rule shall not apply in cases where the tariff provides for professional assistance and determines the fees applicable.

##### Rule 4 – Special consideration

The fees charged by the advocate for his professional services may exceed those prescribed in the Tariff if the legal aid mandate is of an exceptional nature due to the circumstances attaching to its execution or the complexity of the matter.

In such case, the advocate submits with his statement of fees, an application for special consideration, in the form prescribed by the Commission.

The Commission shall consider the application and fix, where applicable, the amount by which the fees may be exceeded. The decision shall not be subject to dispute. It may however be put to conciliation, in accordance with the procedure established in sections 17.04, 17.05 and 17.06 of Chapter V of the Agreement.

The provisions of this Rule shall apply *mutatis mutandis* in respect of professional services for which the Tariff expressly prescribes a special consideration payment.

## **PART 2**

### **SPECIAL RULES OF INTERPRETATION AND APPLICATION IN CIVIL MATTERS**

#### **Tariff applicable**

##### **Rule 1**

The tariff of legal fees which appears in the schedule, constitutes the tariff applicable within the meaning of the legal aid plan.

#### **Special fee**

##### **Rule 2**

Should a settlement be reached or recourse be surrendered before the issuance of the proceeding instituting an action, the advocate shall be entitled to the fees prescribed for an action of that class, in consideration of a settlement reached after the issuance of the proceeding instituting an action and before the serving of a dispute or contestation on the merits.

#### **Legal fees**

##### **Rule 3**

The advocate who accepts a mandate which was given to him by a legal aid body must, in his application, decide on the fees.

##### **Rule 4**

Where the advocate of a recipient is entitled to costs awarded against the adverse party who is not a recipient, the advocate may either execute his bill of costs against the adverse party or claim payment from the legal aid body which granted him the mandate, in accordance with the Tariff.

##### **Rule 5**

The execution of his bill of costs against the adverse party is equivalent, for such advocate, to the discharging of the legal aid body which granted him the mandate.

Where the advocate chooses to claim payment from the legal aid body, he subrogates the latter in his rights up to the amount of his bill of costs.

## **PART 3**

### **GENERAL CIVIL TARIFF**

#### **CLASSES OF ACTIONS**

**I** — The suit in which the amount or value in dispute :

- (A) does not reach 300 \$ ;
- (B) is from 300 \$ to 500 \$ exclusive ;

(C) is from 500 \$ to 1 000 \$ exclusive .

**II**— The suit in which the amount or value in dispute :

- (A) is from 1 000 \$ to 3 000 \$ exclusive ;
- (B) is from 3 000 \$ to 10 000 \$ exclusive .

**III**— The suit in which the amount or value in dispute :

- (A) is from 10 000 \$ to 25 000 \$ exclusive ;
- (B) is from 25 000 \$ to 50 000 \$ exclusive .

**IV**— The suit in which the amount or value in dispute is 50 000 \$ or over.

#### **GENERAL RULES**

**R-1** The words “suit”, “case” or “action” mean an action, whether it is instituted by a writ, petition, joint factum, or any other deed instituting an action.

**R-2** The word “proof” means the examination of a party or witness as well as the presentation before the court of any document bearing admission of facts, followed by an address.

**R-3** The word “contestation” includes any opposition to a demand of another party.

**R-4** For proceedings or actions which the Tariff does not specifically prescribe, but which are covered by the Code of Civil Procedure (R.S.Q., c. C-25), the fees shall be fixed according to the Tariff of proceedings or similar actions. Such proceeding or action in which the amount or value in dispute is indeterminable or non-existent shall be under class II-A.

**R-5** The fees in actions for the revendication of moveable property shall be taxed against the plaintiff according to the value of the property revendicated and against the defendant according to the value of the property for which a judgement is rendered.

**R-6** Hypothecary actions shall be deemed purely personal actions.

**R-7** In an action in which the creditor uses a right to become the irrevocable owner of an immovable, the class of action shall be determined according to the amount due on the claim.

**R-8** In an action for accounting, the costs shall be taxed against the plaintiff according to the amount which he claims and against the defendant according to the amount for which he is bound to account.

**R-9** Unless provided otherwise in the law, every action for the annulment of a contract or will shall be classified according to the value of the contract or estate ; if, in addi-

tion, a sum of money is claimed, the total amount shall determine the class of the action.

**R-10** In actions for a sum of money, the costs shall be taxed against the plaintiff according to the amount which he claims, and against the defendant according to the class of action to which the amount of the final judgment corresponds.

**R-11** The cost of exhibits, copies of plans, deeds or other documents, as well as the cost of expert's reports filed, shall be included in the bill of costs, unless the judge orders otherwise.

**R-12** Where several defendants file separate contestations, the advocate of the plaintiff shall receive for each additional contestation one-half of the fee prescribed in section 4 or section 5 of the tariff according to the stage of the proceedings. For the purposes of this Rule, the intervenant, the *mis-en-cause* and the defendant in warranty, if they decide on to the rejection of the principal action, shall be deemed a defendant filing a separate contestation.

**R-13** If several incidental suits can be formulated in the same proceeding, one single fee shall be payable despite multiple proceedings.

**R-14** The Court may, upon request or *ex officio*, grant a special fee, in addition to all others fees, in an important case.

**R-15** In matter of declaratory judgement and of decision upon a question of law, the interest in dispute, if it can be evaluated in money, shall determine the class of action ; in other cases, the fees shall be those prescribed for Class II-B.

**R-16** In the case of the revision of taxation of a bill of costs, the costs shall be based on the class of action corresponding to the amount of the costs in dispute.

**R-17** With the exception of execution costs, in all actions of Class I-A, the costs taxed against the party who fails in the action shall not be higher than the amount of the condemnation.

**R-18** There shall be no separate fee in the case of a cross-demand, but the class of action shall be determined by the highest of the amounts granted.

**R-19** Whenever laws or regulations refer to the former tariff, this Tariff must be used.

**FIRST INSTANCE**

	I			II		III		IV
				1-3	3-10	10-25	25-50	50
	A \$	B \$	C \$	A \$	B \$	A \$	B \$	\$
<b>1.</b> (a) For every notice or putting in default preceding the proceeding instituting an action and required by law . . . . .	5	10	15	25	25	25	25	25
(b) For every notice or putting in default preceeding the proceeding instituting an action and not required by law, only one fee is payable . . . . .	5	10	15	20	20	20	20	20
<b>2.</b> For every action settled after the proceeding instituting an action and before the serving of a plea or contestation on the merits :								
(a) to the plaintiff's attorney. . . . .	30	60	75	125	150	200	275	350
(b) to the defendant's attorney. . . . .	20	25	30	75	125	175	250	325
<b>3.</b> For judgment on the merits, by default or <i>ex parte</i> , to the plaintiff's attorney :								
(a) without proof and hearing . . . . .	35	70	90	140	175	250	325	400
(b) with proof and hearing . . . . .	40	80	100	175	225	300	375	450
to the defendant's attorney :								
(c) if he is not present at the proff and hearing or if there is no proof and hearing . . . . .	20	25	30	50	80	100	135	175
(d) if there is a proof and hearing and he is present . . . .	30	60	75	100	150	200	275	350
<b>4.</b> For an action settled after the serving of a plea or contestation on the merits, or for a demand dismissed on a petition founded on article 165 of the Code of Civil Procedure . . . . .	40	80	100	250	350	450	550	650
<b>5.</b> For judgment on the merits of the case in a contested action . . . . .	75	125	200	350	500	700	800	1 000
<b>6.</b> (a) On every contested incidental proceeding . . . . .	10	15	20	50	50	50	50	50
(b) Where the incidental proceeding puts an end to the dispute, the fee applicable shall be that of section 3a . . . . .								

	I			II		III		IV
				1-3	3-10	10-25	25-50	50
	A	B	C	A	B	A	B	\$
	\$	\$	\$	\$	\$	\$	\$	\$
<b>7.</b> For the examination of a party before or after a plea filed with the exclusion of an examination held during an incidental measure or a trial . . . . .	10	15	20	30	30	30	30	30
<b>8.</b> When the Judge requests or authorizes to plead in writing, an additional fee of . . . . .	10	20	30	50	50	100	100	100
<b>9.</b> (a) For the registration of the judgment or any other deed for the preservation of real rights . . . . .	5	10	15	25	25	25	25	25
(b) For the preparation and registration of a privilege or notice in accordance with article 1040a of the Civil Code . . . .	10	20	30	75	75	75	75	75
(c) Preparation and cancellation of the registration of a privilege . . . . .	5	10	15	25	25	25	25	25
(d) Filing of claim pursuant to the article 655 of the Code of Civil Procedure and claim on seizure by garnishment . . . . .	5	10	15	25	25	25	25	25
<b>10.</b> (a) For the issuance of all writs of execution, whatever their nature or number, only one fee in accordance with the class of the amount claimed . . . . .	5	10	15	25	25	25	25	25
(b) The examination in accordance with article 543 of the Code of Civil Procedure . . . . .	5	10	10	15	15	15	15	15
<b>11.</b> For any judgment by default against a garnishee or on his declaration . . . . .	5	10	15	25	25	25	25	25
<b>12.</b> For any seizure before judgment, an additional fee in accordance with the class of the principal action . . . . .	10	15	20	40	40	40	40	40
<b>13.</b> For the judgment rendered by a jury, an additional fee of — . . . . .	—	—	—	—	100	100	100	100
<b>14.</b> (a) Where a case lasts more than one day, for each additional half a day . . . . .	25	35	40	50	50	50	50	50
(b) In case of refusal to proceed by the court stated in the presence of the parties, on the day fixed for proof and hearing . . . . .	10	15	20	50	50	50	50	50

**15.** In the case of any pre-trial held according to the provisions of article 279 of the Code of Civil Procedure, and prior to the day fixed for proof and hearing, the fees shall be those prescribed in section 7.

**16.** The injunction demanded without other conclusions than those of article 751 of the Code of Civil Procedure, shall be deemed an action of Class II-B. If other conclusions are sought, the fees shall be those of the class prescribed for such conclusions, without however being less than those prescribed in Class II-B. The fees shall be calculated in the following manner : when the judgment on the motion for interlocutory injunction terminates the case or the judgment on the motion for permanent injunction is not preceded by a judgment on a motion for interlocutory injunction, the advocate shall be entitled to the fees taxable on a judgment on the merits of the case. In the case where the judgment on the motion for permanent injunction is rendered following a judgment on a motion for interlocutory injunction, the advocate shall be entitled to the fees taxable on a judgment on the merits increased by one-half.

**17.** In matters of boundary actions, possessory and petitory actions, sequestration, declaratory and negatory action of servitudes, the fees shall be those prescribed for Class II-B.

**18.** In matters of judicial partition and licitation, the class of action shall be according to the value of the object in dispute.

**19.** In matters of proceedings respecting corporations, extraordinary recourses and *Habeas Corpus* prescribed in Titles V, VI and VII of Book V of the Code of Civil Procedure, the fees shall be those prescribed for Class II-B.

**20.** In non-contentious matters, the fee shall be that of section 6a Class II, with the exception of the voluntary sale of property belonging to incapables and of inventorized property prescribed in Chapters VII and XI of Book VI of the Code of Civil Procedure whose class is determined by the value of the property.

**21.** In real estate assessment matters, including the setting aside or contestation of a roll, the fees both before the real estate assessment Board and in appeal before the Provincial Court shall be those prescribed for Class II-A of the tariff in first instance ; section 23 shall not apply thereto and the cost of experts' reports shall not be included in the bill of costs.

**22.** In expropriation matters, the class of action shall be determined by the amount of the indemnity.

An additional fee of 1% of the first 100 000\$ or less of indemnity shall be added to the judicial fees when, upon a motion accompanied by an *affidavit* of the advocate, it has been established to the satisfaction on the Expropriation Tribunal or its chairman or vice-chairman sitting pursuant to the jurisdiction conferred upon it by section 10 of the Expropriation Act (R.S.Q., c. E-24), that the advocate's services during the preparation of the case or during proof and hearing, or during the negotiations which led to a transaction, justify it.

The contestation of the right to expropriation is an instance in itself. The fees applicable shall be those prescribed in Class II-B.

For any proceeding instituted under the Expropriation Act before a Court other than the Expropriation Tribunal, the applicable fees shall be those prescribed in Class II-B, section 6a.

For any uncontested proceeding respecting payment of the monies allocated, the fees shall be those prescribed in section 9b.

**23.** Upon judgment after full argument, condemning the defendant to pay an amount greater than 100 000 \$ in capital, the following additional fee is payable on behalf of the plaintiff :

— 1% of the amount in excess of 100 000 \$, up to a judgment of 1 000 000 \$ ;

— plus, 1/10 of 1% of the amount in excess of 1 000 000 \$, where the amount of the judgment is in excess of 1 000 000 \$.

Upon judgment refusing a suit in which the amount claimed is greater than 100 000 \$, the following additional fee is payable on behalf of the defendant :

— 1% of the amount in excess of 100 000 \$, up to an amount claimed of 1 000 000 \$ ;

— plus, where the amount claimed in the suit exceeds 1 000 000 \$, 1/10 of 1% of the amount in excess of 1 000 000 \$.

Where there is a settlement out of court before any pleading is made, the advocate is entitled to only one-third of the additional fees prescribed in this section.

Where there is a settlement out of court after a defence has been filed, the advocate is entitled to only 2/3 of the additional fees prescribed in this section.

This additional fee may be paid to an advocate once only, regardless of the number of plaintiffs or defendants.

*Applicable to mandates issued from 14 January 1981 (O.C. 4019-80, (1981) 113 G.O.II, 35)*

**24.** This civil tariff shall apply to every action instituted after 1 February 1975 ; it shall not apply to a new proceeding in an action instituted before that date.

## **25 – TARIFF PARTICULAR TO MATRIMONIAL MATTERS**

The rules of Part 1, Part 2 and Part 3 of Schedule 2 shall apply *mutatis mutandis* to matrimonial matters.

### **Principal proceedings**

**.01.** (a) For reconciliation occurring after the issuance of the proceeding instituting an action ;  
to the plaintiff's attorney ..... 225 \$

(b) For reconciliation occurring after appearance and before serving of a contestation ;  
to the defendant's attorney ..... 150 \$

**.02.** For reconciliation occurring after the serving of a contestation and before judgment on the merits ;  
to the plaintiff's attorney ..... 300 \$  
to the defendant's attorney ..... 200 \$

**.03.** For judgment *ex parte* or by default ; to the plaintiff's attorney ..... 300 \$

**.04.** For judgment *ex parte* or by default ; to the defendant's attorney present at the proof and hearing . . .  
..... 200 \$

**.05.** For judgment by default or *ex parte* ; to the defendant's attorney who is not present at the proof and hearing ..... 150 \$

**.06.** For judgment on the merits rendered on contestation with or without cross-demand by the defendant ; to each attorney ..... 375 \$

The fees prescribed in subsections 3, 4, 5 and 6 include the obtaining of the decree absolute of divorce.

### **Interim relief and incidental proceedings**

**.07.** (a) For every judgment concerning interim relief after agreement or transaction, but without proof and hearing ; to each attorney, one fee only ..... 125 \$

(b) For every judgment, after proof and hearing, on any motion for interim relief ; to each attorney, one fee only ..... 150 \$

**.08.** (a) For any contested incidental proceeding not governed by subsection .07 ..... 50 \$

(b) For examination of a party, before or after filing of a defence, except an examination during an incidental proceeding or the trial ..... 30 \$

(c) Where the judge requests or authorizes written pleadings ..... 50 \$

(d) If a case occupies more than one day, for each additional one-half day ..... 50 \$

(e) Upon refusal of the court to proceed at the hearing on the merits, stated in the presence of the parties on the same day fixed for the hearing ..... 50 \$

**.09.** Where a separate motion is made by each party regarding the same interim relief, one fee only shall be payable regardless of the number of motions.

**.10.** If a new mandate is given for one or several new suits in separation from bed and board or for divorce within 12 months of the issuance of the first mandate, only one-half of the above fees shall be payable where the same attorney represents the same plaintiff on each occasion ; in every other case where a new mandate is given within that same period, the full fees shall be payable.

### **Execution of Judgment**

**.11.** (a) For examination pursuant to article 543 of the Code of Civil Procedure ..... 15 \$

(b) For requisition for a writ of seizure before judgment ..... 25 \$

(c) For requisition for any writ of seizure of *bonis, teris*, after judgment or both at the same time ..... 25 \$

(d) For requisition for any seizure by garnishment after judgment ..... 25 \$

(e) For judgment on seizure by garnishment after judgment ..... 50 \$

(f) Only one of the 2 fees provided in .11d and e may be claimed.

(g) For registration of the judgment ..... 25 \$

### **Motions subsequent to final judgment**

**.12.** (a) Appointment of practitioner ..... 10 \$

(b) Homologation of practitioner's report ..... 10 \$

(c) Inscription following homologated report ..... 10 \$

(d) For any judgment relating to a motion for change in alimony, custody of children, visiting rights or leaves agreed upon, without proof and hearing ; to each attorney, one fee only . . . . . 125 \$

(e) For judgment after proof and hearing with respect to any relief described in .12d ; to each attorney, one fee only . . . . . 150 \$

#### Motion pursuant to article 827 of the Code of Civil Procedure

**.13.** For any judgment without proof and hearing relating to a motion submitted under article 827 of the Code of Civil Procedure ; to each attorney . . . . . 125 \$

**.14.** For any judgment rendered on contestation after proof and hearing and concerning a motion submitted under article 827 of the Code of Civil Procedure ; to each attorney . . . . . 150 \$

#### JUDICIAL TARIFF FOR CIVIL CASES UNDER COURT OF APPEAL

	I			II		III	IV	
				1-3	3-10	10-25	25-50	50
	A	B	C	A	B	A	B	
	\$	\$	\$	\$	\$	\$	\$	\$
<b>1.</b> The disbursements incurred for the preparation of the joint record and the factums shall be taxable against the party who fails in the action upon the filing of supporting documents.								
<b>2.</b> Sections 17, 18 and 19 of the tariff in first instance shall apply to the Court of Appeal.								
<b>3.</b> After filing of the inscription : For every case terminated or appeal abandoned . . . . .	100	100	100	100	250	300	400	500
<b>4.</b> After filing of the factum of the appellant : For every case terminated or appeal abandoned :								
(1) To the appellant . . . . .	250	250	250	300	450	550	700	850
(2) To the respondent . . . . .	125	125	125	150	300	350	450	550
<b>5.</b> After the filing of the factum of the respondent and before the proof and hearing : For every case terminated or appeal abandoned . . . . .	300	300	300	350	500	600	750	900
<b>6.</b> For judgment on the merits of the case . . . . .	450	450	450	500	750	850	1 000	1 200
<b>7.</b> For motion for permission to appeal, motion for the dismissal of the appeal and any other contested incidental proceeding . . . . .	100	100	100	100	100	100	100	100



**8.** For the appeal of any interlocutory judgment with the exception of the injunction, extraordinary recourses and *Habeas Corpus*, the fee applicable shall be one-half of the fee prescribed for a final judgment, according to the class of action determined by the amount in dispute.

**9.** The injunction demanded without other conclusions than those of article 751 of the Code of Civil Procedure, shall be deemed an action of Class II-B. If other conclusions are sought, the fees shall be those of the class prescribed for such conclusions, without however being less than those prescribed in Class II-B. The fees shall be calculated in the following manner : When the judgment of the Court of Appeal on the motion for interlocutory injunction terminates the case or the judgment of the Court of Appeal on the action for permanent injunction is not preceded by a judgment of the Court of Appeal on a motion for interlocutory injunction, the advocate shall be entitled to the fees taxable on a judgment on the merits of the Court of Appeal. In the case where the judgment of the Court of Appeal on the action for injunction is rendered following a judgment of the Court of Appeal on a motion for interlocutory injunction, the amount of the fee for the judgment on the merits shall be equal to one-half the fee of the class which applies thereto.

**10.** In matters of extraordinary recourses and *Habeas Corpus* prescribed in Titles VI and VII of Book V of the Code of Civil Procedure : In appeal on the issuance of the writ, the fees shall be those prescribed in Class II-B. The same shall apply to a judgment on the merits, which has not been preceded by an appeal on issuing. However, when the judgment on the merits in appeal has been preceded by a judgment in appeal on issuing, the amount of the fee for the judgment on the merits shall be equal to one-half the fee of Class II-B.

I			II		III		IV
			1-3	3-10	10-25	25-50	50
A	B	C	A	B	A	B	
\$	\$	\$	\$	\$	\$	\$	\$

**11.** For the filing of an additional factum upon the request of the court . . . . . 100 100 100 150 150 150 150 150

**12.** For every journey from any other district to Montréal or Québec, made especially for the hearing, the advocate shall be entitled to an indemnity equal to the indemnity payable to a judge in accordance with the law.

**13.** Where the hearing of a case lasts more than one day, for each additional half-day . . . . . 100 100 100 100 100 100 100 100

**14.** This judicial tariff for civil cases under appeal shall apply to every appeal lodged after 1 February 1975; it shall not apply to a new proceeding in an appeal instituted before that date.

### **TARIFF PARTICULAR TO MATRIMONIAL MATTERS UNDER APPEAL**

**1.** The costs incurred for the preparation of the joint record and factums shall be taxable against the party who fails in the action upon the filing of supporting documents.

**2.** After filing of the inscription :

For any case terminated or appeal abandoned . . . . .  
 . . . . . 150 \$

**3.** After filing of the factum of the appellant :

For any case terminated or appeal abandoned :

(1) To the appellant . . . . . 350 \$  
 (2) To the respondent . . . . . 200 \$

**4.** After filing of the factum of the respondent and before proof and hearing :

For any case terminated or appeal abandoned . . . . .  
 . . . . . 450 \$

**5.** For judgment on the merits of the case . . . . 600 \$

**6.** For motion for permission to appeal, motion for the dismissal of the appeal and other contested incidental proceeding . . . . . 100 \$

**7.** For the appeal of any interlocutory judgment, the applicable fee is one-half of the fee prescribed for a final judgment.

**8.** For filing an additional factum at the request of the court . . . . . 150 \$

**9.** For every journey from any other district to Montréal or Québec, made especially for the hearing, the advocate shall be entitled to an indemnity equal to the indemnity payable to a Judge in accordance with the law.

**10.** Where the proof and hearing of a case on the merits lasts more than one day, for each additional half day . . . . . 100 \$

**11.** This tariff particular to matrimonial matters under appeal shall apply to every appeal lodged after 1 February 1975; it shall not apply to a new proceeding in an appeal instituted before that date.

### **DIVISION IV APPEAL**

The services rendered in an instance before the Court of Appeal or the Supreme Court of Canada shall be subject to a request for special consideration.

### **PART 4 TARIFF IN CRIMINAL AND PENAL MATTERS**

*Applicable to mandates issued from 14 January 1981 (O.C. 4019-80, (1981) 113 G.O.II, 35)*

### **RULES OF INTERPRETATION AND APPLICATION IN CRIMINAL AND PENAL MATTERS**

**1.** Where a lump sum is prescribed for professional services and part of those services is rendered by an advocate and part by one or several advocates, the remuneration is paid jointly to the various advocates.

**2.** Where the tariff prescribes a *per diem* remuneration for the professional services, the advocate is entitled to only ½ of the fees prescribed where his presence in Court was not required for more than one-half day.

For the purposes of this section, 13 h is the middle of the day.

Professional services rendered by an advocate at a hearing held in the evening (after 19 h) entitle him to remuneration equivalent to one-half day in addition to that to which the advocate may be entitled, where applicable, pursuant to the first and second paragraphs.

**3.** Remuneration payable for professional services rendered by an advocate on a declaration or plea of guilty to a minor offence and to become part thereof is that which would have been required under the indictment as charged.

**4.** Where an advocate represents a client who has been indicted for more than one count of indictment and the proceedings for the various counts have been held in the same Court at about the same time, the advocate is entitled only to the remuneration prescribed for a single count of indictment, except for a special consideration.

The remuneration which applies, in that case, is that prescribed for the most remunerated professional service.

**5.** Where an advocate represents 2 or more recipients charged with the same offence or with a like offence arising

from the same event, and where the proceedings are held in the same Court at about the same time, the advocate is entitled only to the remuneration prescribed for the professional services rendered to one recipient, except for a special consideration.

**6.** In first instance, except for provisions to the contrary, the remuneration prescribed in this Tariff applies only to professional services rendered to the accused.

Under appeal, except for provisions to the contrary, the remuneration prescribed in this Tariff applies only to the professional services rendered to the person who, in first instance, was the accused.

## CRIMINAL AND PENAL MATTERS

### Section 1

#### INDICTABLE OFFENCES WITHIN THE EXCLUSIVE JURISDICTION OF THE COURT OF QUEEN'S BENCH, CROWN SIDE, PURSUANT TO SECTION 427 OF THE CRIMINAL CODE (CANADA)

**1.01.** Preparation of preliminary inquiry, including interviews with the accused and witnesses, visits to the scene of the crime and legal research (until preliminary inquiry inclusively) . . . . . 195 \$

**1.02.** Preparation of trial, including interviews with the accused and witnesses, visit to the scene of the crime and legal research (between preliminary inquiry and sentence where applicable) . . . . . 390 \$

This fee is required only where the trial is actually held and the judgment rendered.

**1.03.** Appearance and all stages of proceedings completed on that day . . . . . 50 \$

The fee prescribed above comprises the remuneration for preparation work for such stages of the proceedings.

**1.04.** Inquiry on bail (if held after the day of appearance) . . . . . 80 \$

**1.05.** Waiver of preliminary inquiry pursuant to section 476 of the Criminal Code (Canada) . . . . . 30 \$

**1.06.** Preliminary inquiry (per day) . . . . . 155 \$

**1.07.** Attendance for adjudication on preliminary inquiry or for voluntary examination (where witnesses are not heard) . . . . . 20 \$

**1.08.** Trial (per day) . . . . . 260 \$

**1.09.** Advocate attending trial, per day . . . . . 100 \$

The fee prescribed above applies only in cases of capital or non-capital murder and with the express prior authorization of the general manager. The attending advocate is not entitled to preparation fees.

**1.10.** Attendance for the purpose of entering a plea of guilty . . . . . 100 \$

**1.11.** Withdrawal of plea of guilty . . . . . 100 \$

**1.12.** Representations or representations and passing of sentence . . . . . 100 \$

**1.13.** Passing of sentence only . . . . . 20 \$

One of the fees prescribed in section 1.12 or 1.13 applies only if attendance for purposes of the sentence is held on a day other than the day on which the client was found guilty or that on which he entered a plea of guilty.

### Section 2

#### INDICTABLE OFFENCES OTHER THAN THOSE WITHIN THE EXCLUSIVE JURISDICTION OF THE COURT OF QUEEN'S BENCH, CROWN SIDE, PURSUANT TO SECTION 427 OF THE CRIMINAL CODE (CANADA), AND OTHER THAN THOSE WITHIN THE EXCLUSIVE JURISDICTION OF THE MAGISTRATE PURSUANT TO SECTION 483 OF THE CRIMINAL CODE (CANADA)

**2.01.** Preparation of preliminary inquiry, including interviews with the accused and witnesses, visits to the scene of the crime and legal research (until preliminary inquiry inclusively) . . . . . 100 \$

**2.02.** Preparation of trial, including interviews with the accused and witnesses, visits to the scene of the crime and legal research (between preliminary inquiry and sentence where applicable) . . . . . 260 \$

This fee is required only where the trial is actually held and the judgment rendered.

**2.03.** Appearance and all stages of the proceedings completed on that day . . . . . 50 \$

However, where a plea of guilty occurs on the day of appearance, the following additional fee is required . . 35 \$

The fee prescribed above comprises the remuneration for preparation work for such stages of the proceedings.

- 2.04.** Inquiry on bail (if held after the day of appearance) . . . . . 80 \$
- 2.05.** Waiver of preliminary inquiry pursuant to section 476 of the Criminal Code (Canada) . . . . . 30 \$
- 2.06.** Preliminary inquiry (per day) . . . . . 155 \$
- 2.07.** Attendance for adjudication on preliminary inquiry or for voluntary examination (where witnesses are not heard) . . . . . 20 \$
- 2.08.** Plea of guilty entered on the day of preliminary inquiry or upon re-election . . . . . 85 \$
- 2.09.** Re-election only . . . . . 20 \$
- 2.10.** Trial by jury, per day . . . . . 230 \$
- 2.11.** Plea of guilty entered before the Court of Queen's Bench, Crown side . . . . . 65 \$
- 2.12.** Trial by judge without a jury or by magistrate, pursuant to Part XVI of the Criminal Code (Canada), except for a trial for offenses provided for in section 483 of the Criminal Code (Canada), per day . . . . . 195 \$
- 2.13.** Plea of guilty entered after the day of the preliminary inquiry (where applicable) or on the day of the trial . . . . . 135 \$
- 2.14.** Withdrawal of plea of guilty . . . . . 65 \$
- 2.15.** Attendance for judgment only . . . . . 20 \$
- 2.16.** Representations or representations and passing of sentence . . . . . 65 \$
- 2.17.** Attendance for passing of sentence only . . . . . 20 \$

One of the fees prescribed in section 2.16 or 2.17 applies only if attendance for purposes of the sentence is held on a day other than the day on which the client was found guilty or that on which he entered a plea of guilty.

### Section 3 INDICTABLE OFFENCES PRESCRIBED IN SECTION 483 OF THE CRIMINAL CODE (CANADA)

- 3.01.** Appearance and all stages of the proceedings completed on that day . . . . . 50 \$

The fee prescribed above comprises the remuneration for preparation work for such stages of the proceedings.

- 3.02.** All services rendered after the day of appearance, where a plea of guilty was entered at the time of the appearance . . . . . 45 \$
- 3.03.** All services rendered where a plea of guilty was entered after the day of appearance . . . . . 65 \$
- 3.04.** All services rendered after the day of appearance including trial by magistrate for an offence pursuant to section 483 of the Criminal Code (Canada) . . . . 160 \$
- 3.05.** Withdrawal of plea of guilty . . . . . 45 \$

### Section 4 SUMMARY CONVICTIONS (INDICTMENTS CHARGED PURSUANT TO PART XXIV OF THE CRIMINAL CODE OF CANADA)

- 4.01.** Appearance and all stages of the proceedings completed on that day . . . . . 50 \$

The fee prescribed above includes the remuneration for preparation work for such stages of the proceedings.

- 4.02.** Trial and professional services rendered after the day of appearance with respect to an offence punishable as an indictable offence but charged pursuant to Part XXIV of the Criminal Code (Canada) . . . . . 115 \$
- 4.03.** All professional services rendered after the appearance in the case of a plea of guilty entered with respect to an indictment, in the case of an offence punishable as an indictable offence but charged pursuant to Part XXIV of the Criminal Code (Canada) . . . . . 60 \$
- 4.04.** Trial and all other professional services rendered after the appearance with respect to an offence punishable only pursuant to Part XXIV of the Criminal Code (Canada) . . . . . 80 \$

**4.05.** All professional services rendered after the appearance in the case of a plea of guilty entered with respect to an indictment, in the case of an offence punishable only pursuant to Part XXIV of the Criminal Code (Canada) . . . . . 40 \$

**4.06.** Withdrawal of plea of guilty . . . . . 30 \$

#### Section 5 PREVENTIVE DETENTION

**5.01.** Preparation of record for an application for preventive detention pursuant to Part XXI of the Criminal Code (Canada), including interviews and other necessary services . . . . . 650 \$

**5.02.** Hearing of application for preventive detention (per day) . . . . . 195 \$

#### Section 6 EXTRAORDINARY REMEDIES (*HABEAS CORPUS*, *CERTIORARI*, *PROHIBITION*, *MANDAMUS*)

**6.01.** Preparation of application for the granting of the writ . . . . . 130 \$

**6.02.** Hearing of application for the granting of the writ . . . . . 130 \$

**6.03.** Preparation and service of the writ . . . . . 65 \$

**6.04.** Hearing on the merits . . . . . 130 \$

#### Section 7 ADJOURNMENTS

**7.01.** Attendance on any adjournment before the superior court of criminal jurisdiction or a court of criminal jurisdiction . . . . . 20 \$

The advocate may not claim fees for more than 2 adjournments obtained at his own request.

Nor may the advocate claim fees for more than one adjournment obtained on the same day before the same judge or magistrate.

#### Section 8 APPLICATION FOR BAIL OR FOR REVIEWING BAIL ON BEHALF OF AN ACCUSED CHARGED WITH AN INDICTABLE OFFENCE

**8.01.** For all services with respect to an application submitted to a judge of the Court of Queen's Bench, Crown side . . . . . 130 \$

**8.02.** For all services with respect to an application submitted to a justice of the peace prior to the day of appearance . . . . . 20 \$

#### Section 9 CORONER'S INQUEST

**9.01.** Preparation for coroner's inquest, including interviews with all witnesses, visit to the scene of the crime where applicable, legal research . . . . . 65 \$

**9.02.** Attendance at coroner's inquest, per day . . . . . 155 \$

#### Section 10 JUVENILE DELINQUENTS ACT

**10.01.** Appearance and all stages of the proceedings completed on that day . . . . . 20 \$

The fee prescribed above comprises the remuneration for the preparation work for such stages of the proceedings.

**10.02.** All professional services rendered after the day of appearance, including the hearing . . . . . 155 \$

**10.03.** All professional services rendered after the appearance in respect of a plea of guilty . . . . . 65 \$

#### Section 11 IMMIGRATION ACT

**11.01.** Attendance for adjournment . . . . . 20 \$

The advocate shall not claim fees for more than one adjournment obtained at his own request.

**11.02.** Preparation for hearing before the special inquiry officer . . . . . 40 \$

**11.03.** Hearing before the special inquiry officer, per day . . . . . 155 \$

**11.04.** Preparation for appeal and for all incidental proceedings before the appeal board . . . . . 100 \$

- 11.05.** Hearing before the appeal board, per day . . .  
 . . . . . 155 \$

### Section 12

#### APPEAL BY A TRIAL *DE NOVO* (BEFORE A JUDGE OF THE COURT OF QUEEN'S BENCH, CROWN SIDE)

- 12.01.** Drawing up of all proceedings prior to the  
 hearing, including attendances . . . . . 65 \$
- 12.02.** Hearing on appeal against a judgment, per day  
 . . . . . 195 \$
- 12.03.** Hearing on appeal against a sentence only .  
 . . . . . 100 \$
- 12.04.** Hearing on appeal against a judgment and a  
 sentence, per day . . . . . 230 \$

### Section 13

#### APPEAL BY WAY OF A STATED CASE

- 13.01.** Drawing up and preparation of an application  
 to state case . . . . . 130 \$
- 13.02.** Attendance(s) necessary before the summary  
 conviction judge for the preparation of stated case . . .  
 . . . . . 65 \$
- 13.03.** Preparation for all other proceedings including  
 attendances . . . . . 65 \$
- 13.04.** Preparation and drawing up of notice of appeal  
 . . . . . 20 \$
- 13.05.** Hearing on appeal . . . . . 195 \$

### Section 14

#### APPEAL TO COURT OF APPEAL ON QUESTIONS OF LAW IN SUMMARY CONVICTION MATTERS

- 14.01.** Preparation for all proceedings preliminary to  
 the hearing, including drawing up, filing of notice of ap-  
 peal, preparation of joint case and necessary attendances  
 . . . . . 65 \$
- 14.02.** Hearing on application for leave to appeal .  
 . . . . . 130 \$
- 14.03.** Preparation of argument and factum . . . . .  
 . . . . . 195 \$

- 14.04.** Hearing on appeal . . . . . 195 \$

### Section 15

#### APPEAL TO COURT OF APPEAL

##### A. After a verdict rendered by jury

- 15.01.** Preparation for all proceedings preliminary to  
 the hearing including drawing up, filing of notice of ap-  
 peal, preparation of joint case and necessary attendances  
 . . . . . 130 \$
- 15.02.** Hearing on application for leave to appeal .  
 . . . . . 130 \$
- 15.03.** Preparation of argument and factum, where  
 applicable . . . . . 260 \$
- 15.04.** Hearing on appeal . . . . . 195 \$

##### B. Appeal against judgment rendered by a judge or magis- trate without jury

- 15.05.** Preparation for all proceedings preliminary to  
 hearing including drawing up, filing of notice of appeal,  
 preparation of joint record and necessary attendances .  
 . . . . . 130 \$
- 15.06.** Hearing on application for leave to appeal .  
 . . . . . 130 \$
- 15.07.** Preparation of argument and factum, where  
 applicable . . . . . 195 \$

- 15.08.** Hearing on appeal . . . . . 195 \$

##### C. Appeal against sentence only

- 15.09.** Preparation for all proceedings preliminary to  
 the hearing including drawing up, filing of notice of ap-  
 peal, preparation of joint case and necessary attendances  
 . . . . . 130 \$
- 15.10.** Hearing on application for leave to appeal .  
 . . . . . 130 \$

- 15.11.** Preparation of argument and factum, where  
 applicable . . . . . 130 \$

- 15.12.** Hearing on appeal . . . . . 130 \$

##### D. Appeal against verdict or judgment and sentence

- 15.13.** The fees prescribed in A or B are added to  
 those prescribed in C with the exception of :

(1) Hearing on authorizations for leave to appeal (15.02, 15.10) ..... 130 \$

(2) Hearing on appeals (15.04, 15.12) ..... 260 \$

#### E. Bail

**15.14.** Application for admission to bail on appeal (all proceedings including hearing) ..... 160 \$

#### Section 16

#### APPEAL TO THE SUPREME COURT OF CANADA

**16.01.** Application for leave to appeal including preparation of notice of application for leave to appeal, memorandum of discussion and all other necessary preliminary proceedings, including attendances ..... 100 \$

**16.02.** Preparation prior to hearing on application for leave to appeal ..... 130 \$

**16.03.** Hearing on application for leave to appeal ..... 325 \$

**16.04.** All proceedings for admission to bail, including hearing and any other attendance ..... 160 \$

**16.05.** Drawing up, service and filing of the notice of appeal and preparation of joint case ..... 100 \$

**16.06.** Preparation of the case and factum ..... 390 \$

**16.07.** Hearing on appeal ..... 390 \$

#### Section 17

#### APPEAL UNDER THE JUVENILE DELINQUENTS ACT

**17.01.** Drawing up of all proceedings preliminary to the hearing including attendances ..... 65 \$

**17.02.** Hearing on application for leave to appeal, per day ..... 155 \$

**17.03.** Drawing up, filing of notice of appeal and preparation of joint case ..... 65 \$

**17.04.** Preparation of argument and factum, where applicable ..... 100 \$

**17.05.** Hearing on appeal, per day ..... 195 \$

#### Section 18

#### APPEAL AGAINST A JUDGMENT IN PREVENTIVE DETENTION MATTERS

**18.01.** Preparation for all proceedings preliminary to the hearing including drawing up, filing of notice of appeal, preparation of joint case and necessary attendances ..... 130 \$

**18.02.** Preparation of argument and factum, where applicable ..... 260 \$

**18.03.** Hearing on appeal ..... 195 \$

#### Section 19

#### APPEAL IN EXTRAORDINARY REMEDIES MATTERS (HABEAS CORPUS, CERTIORARI, PROHIBITION, MANDAMUS)

**19.01.** Preparation for all proceedings preliminary to the hearing including drawing up, filing of notice of appeal, preparation of joint case and necessary attendances ..... 130 \$

**19.02.** Preparation of argument and factum, where applicable ..... 260 \$

**19.03.** Hearing on appeal ..... 195 \$

#### Section 20

#### BREACH OF CONDITION (PURSUANT TO SECTION 664 (4) OF THE CRIMINAL CODE - CANADA)

**20.01.** Appearance and all stages of the proceedings completed on that day ..... 20 \$

The fee prescribed above comprises the remuneration for preparation work for such stages of the proceedings.

**20.02.** All professional services rendered after the day of appearance, including the hearing ..... 65 \$

*The Agreement dated 2 December 1974, ratified by regulation (O.C. 360-75, (1975) O.G. II, p. 177) and amended by Amendment No. 1 ratified by regulation (O.C. 2066-76, (1976) O.G. II, p. 3975), expired on 30 November 1976. The amended Agreement was then renewed effective from 1 December 1976 under a provisional Agreement reached between the Minister of Justice and the Barreau du Québec and ratified by regulation (O.C. 4369-77, (1977) O.G. II, p. 595). A new Agreement was reached between the Minister of Justice and the Barreau du Québec on 1 March 1978 establishing a new tariff respecting matrimonial matters and extending the remainder of the Agreement of 2 December 1974 and Amendment No. 1 amending the Agreement (O.C. 832-78, (1978) G.O., p. 2659).*

*Failing agreement subsequent to negotiation, a regulation amending the Agreement reached on 1 March 1978 was made, establishing a new tariff respecting criminal and penal matters, which replaces section 23 of Part 3 of Schedule 2 and section 2.01 of Chapter 1 of the Agreement of 2 December 1974 as extended on 1 March 1978 (O.C. 4019-80, (1981) G.O. II, p. 35). The regulation applies to mandates issued from 14 January 1981.*

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O.C. 360-75, (1975) 107 O.G. II, 177  
O.C. 2066-76, (1976) 108 O.G. II, 3975  
O.C. 4369-76, (1977) 109 O.G. II, 595  
O.C. 832-78, (1978) 110 G.O., 2659  
O.C. 4019-80, (1981) 113 G.O. II, 35





c. A-14, r.8

## **Tariff of fees of notaries for the purposes of the Legal Aid Act**

Legal Aid Act  
(R.S.Q., c. A-14, s. 81)

**1.** The purpose of this Regulation is to ratify the agreement between the Minister of Justice and the Chambre des notaires respecting the tariff of fees of notaries applicable for the purposes of the Legal Aid Act which replaces the agreement reached on 9 December 1974.

### **AGREEMENT BETWEEN THE MINISTER OF JUSTICE AND THE CHAMBRE DES NOTAIRES RESPECTING THE TARIFF OF FEES OF NOTARIES APPLICABLE FOR THE PURPOSES OF THE LEGAL AID ACT.**

#### **DIVISION I OBJECT AND SCOPE OF THE AGREEMENT**

**1.01.** The intent of this Agreement is to determine the fees applicable to professional services rendered by notaries within the meaning of the legal aid plan.

**1.02.** It governs every notary who agrees to render professional services to a recipient in accordance with the Legal Aid Act (R.S.Q., c. A-14).

#### **DIVISION II APPLICABLE FEES AND METHODS OF INVOICING AND PAYMENT**

**2.01.** Every legal service provided in accordance with the provisions of the Act and the Agreement shall be remunerated according to the tariffs indicated in a document which is annexed hereto.

**2.02.** The notary shall forward his statement of fees and expenses to the legal aid body that assigned the mandate to him. Payment shall be made within 45 days following receipt of the said statement.

**2.03.** Any amount due and unpaid on a statement of fees drawn up in accordance with the Act and the Agreement, shall bear per annum interest 45 days after being received by the legal aid body or, as the case may be, by the Commission.

This interest rate is equal to the discount rate of the Bank of Canada in force on 1 April and 1 October each year, plus 1½ %. The rate plus thus fixed shall be effective for the next 6 months.

A statement of fees is complete when it specifies the services provided according to the nomenclature and the terms of the Schedule or the mandate agreed upon, where applicable.

#### **DIVISION III MODE OF SETTLEMENT OF A DISPUTE**

**3.01.** A dispute arises from any disagreement concerning the interpretation or application of the Agreement.

**3.02.** A dispute is submitted by a notary by means of a notice addressed to the Commission ; the notice must contain a summary statement of the facts and the correction measures required.

A dispute concerning a contestation of fees must be submitted within 6 months following receipt of a notice of refusal to pay or claim for reimbursement ; in such case, a copy of the notice of dispute shall be sent to the regional corporation.

**3.03.** Upon receipt of a notice of dispute, the Commission shall give its answer in writing.

If the notary is dissatisfied with the decision or if no decision is transmitted to him within 30 days after submission of the notice of dispute, the notary may call for arbitration.

Such arbitration is called for by the sending of a notice to the Commission.

#### **DIVISION IV ARBITRATION**

**4.01.** Any dispute submitted for arbitration under this Agreement shall be decided by an arbitrator appointed by the Chief Justice of the Provincial Court from among the judges of that Court.

**4.02.** The arbitrator may maintain, modify or rescind the decision which is in dispute and, subject to the conditions of his award, order payment or reimbursement, fix a compensation, re-establish a right or make any other order deemed equitable under the circumstances. However,

the arbitrator may not modify the provisions of the Agreement.

**4.03.** The arbitrator may make a provisional award at all times.

**4.04.** Stenography or tape recording fees, if any, shall be assumed by the Commission.

**4.05.** The arbitrator shall communicate every award by registered or certified mail to the parties, the Commission and the *Chambre des notaires*.

## **DIVISION V**

### **SCOPE AND DURATION OF THE AGREEMENT**

**5.01.** This Agreement shall bind the Commission and every legal aid body.

**5.02.** This Agreement shall take effect upon the date of publication in the *Gazette officielle du Québec* of the ratifying Regulation. It shall terminate on 30 June 1978.

However, the fees prescribed in the Schedule shall apply to mandates assigned by a legal aid body subsequent to the date of publication in the *Gazette officielle du Québec* of the Regulation ratifying this Agreement.

IN TESTIMONY WHEREOF, the parties have signed in Québec this fifteenth (15th) day of April 1977.

*Minister of Justice.*  
Marc-André Bédard.

*President of the Chambre  
des notaires du Québec.*  
Julien Mackay.

## **SCHEDULE**

### **GENERAL RULES OF APPLICATION**

**1.** The fees prescribed in this Agreement shall apply only to the services provided by notaries within the meaning of the Legal Aid Act.

**2.** The Schedule includes a list of deeds, a tariff for such deeds, these general rules and certain particular rules.

**3.** The services referred to herein shall be by contract. The fees fixed shall include all that is entailed in carrying out the mandate received. No other remuneration shall be

paid to a notary by a corporation unless otherwise agreed upon.

**4.** Every service provided by a notary within the meaning of the Legal Aid Act and which is not referred to in the Schedule shall be remunerated in accordance with the tariff agreed upon with the corporation at the time of acceptance of the mandate. However, such tariff shall not exceed that in force in the profession.

## **CHAPTER I**

For the preparation, execution and preservation of any deed of sale, transfer, obligation, hypothec, giving in payment, lease with promise of sale, discharge-transfer, loan, pledge, transfer, subrogation :

**1.** The fees shall be calculated for each deed according to the consideration stipulated in the deed or the value of the property if the consideration is nominal, as follows :

7 000 \$ or less : the higher of the 2 following amounts :

10 \$ per 1 000 \$ or fraction of 1 000 \$ or 30 \$ ;

7 001 \$ and over : 70 \$ plus 3 \$ per 1 000 \$ or fraction of 1 000 \$ exceeding 7 000 \$.

These fees include in addition to the fees for the deed itself, the fees for all that is necessary to complete the execution of the mandate received. They include, in particular, the fees for the appearance, the preparation of the notice of address, the verification and adjustment of taxes, the transfer of insurance, attendances, the documents attached and the certificate they include, the responsibility of a former obligation, the necessary copies, as well as the fees for the inclusion in the deed of the usual warranty clauses for the payment of the remainder of the sale price, the balance or completion of the obligations of one or more parties.

**2.** Examination of titles

The examination of titles includes in particular the examination of the certificate of search from the time of the cadastre or at least 50 years unless agreed upon otherwise, in which case such period may be limited to 30 years, the search at the registry office for the same purpose, the examination of all the deeds forming the chain of titles and, if deemed necessary, of those which appear in the index of immoveables and affecting the lot concerned, the examination of the hypothecary state, the examination of the certificate of location, where applicable, the inquiry to establish the state of the land assessments encumbering or affecting the immoveable save exemption, the examination of all other documents required to establish the state of the titles of the immoveable and the opinion on the title, a

summary report given in written of such examination . . .

(100% of the fees prescribed for the principal deed.)

Where the notary carries out only a summary examination of the titles or carries out only one inspection at the registry office . . . . . 15 \$.

**3.** Where the deeds prescribed in this Division are not in respect of any immovable . . . . .  
(50% of the fees prescribed above).

**4.** If, so a notarial deed including a principal warranty, notarial deeds are added which include additional warranties such as, in particular, a pledge of agricultural property, a commercial pledge, real surety, personal surety, transfer, the remuneration of the notary shall correspond to the sum of the fees prescribed for the first 2 deeds only.

## CHAPTER II

For the preparation, execution and preservation of any deed of servitudes . . . . . 55 \$.

Such fees include in particular the fees for the designation of the servient land, the land to which the servitude is due and the place to which an easement applies, the necessary interventions, the reference to proofs of debt as well as 2 copies.

## CHAPTER III

For any discharge, release of hypothec and other deeds involving cancellation . . . . . 35 \$.

Such fees include in particular any verification of the amounts or accounts, any attendance at the registry office as well as 2 copies.

## CHAPTER IV

For any marriage contract, the fees shall include in particular the preparation and drawing up of the contract (including gifts and contractual institution where applicable), two or three copies ; the preparation of the notice of entry in the central register of the matrimonial regimes in three copies, the signing and sending of such notice, and also the receipt of the notice and its annexation to the minutes of the contract . . . . . 55 \$.

## CHAPTER V

### WILL, REVOCATION OF WILL

**1.** For the preparation, receipt and preservation of :  
(a) any will . . . . . 35 \$ ;

(b) any will between husband and wife "in favour of the last survivor" including, as the case may be, common substitution in favour of the children (for both wills signed at the same time) . . . . . 60 \$.

These fees include in particular a copy of the testator and disbursements for entry in the Register of Wills.

**2.** For the preparation, receipt and preservation of any general revocation of will provisions by separate deed . . . . . 15 \$.

These fees include in particular a copy to the testator and disbursements for entry in the Register of Wills.

## CHAPTER VI

For any power of attorney, authorization, concurrence and consent by separate deed, as well as for their revocation . . . . . 30 \$.

Such fees include, in particular the sending, correspondence and other attendances, as well as the necessary copies.

## CHAPTER VII TUTORSHIPS, CURATORSHIPS, AUTHORIZATIONS

For each tutorship or appointment or authorization procedure in relation to an incapacitated person . . . . . 50 \$.

For each curatorship or appointment or authorization procedure in relation to an incapacitated person . . . . . 60 \$.

Inventory (917 of the Code of Civil Procedure) in the case of a curatorship . . . . . 90 \$.

These fees include in particular the declaration, the notice of convocation, the holding of the family council, the minutes of the family council, the petition and the affidavits.

## CHAPTER VIII PROCEDURE RELATING TO SUCCESSIONS

When a person requires the services of a notary from a legal aid corporation for the settlement of a succession, such person shall be sent first to a notary of his choice. The latter shall immediately establish a statement of the assets and liabilities of the succession.

Next, the client shall present that statement to the corporation which shall decide whether or not to grant legal aid. Where such aid is granted, the remuneration of the notary shall be fixed as follows :

**1.** For the drawing up of the statement of assets and liabilities of the succession (establishment of the devolution) . . . . . 90 \$.

**2.** For renunciation of the succession . . . . . 25 \$.

**3.** For pure and simple acceptance or under benefit of inventory as well as the very settlement of the succession

1½% of the gross amount of the assets of the succession with a 75 \$ minimum.

Supplement for succession of immoveables . . . 50 \$.

These fees shall also include any service for the obtainment and classification of deeds, exhibits and information necessary for the preparation of declaration and inventories and the correspondence to that effect ; the preparation and receipt of declarations for the duty office on estate rights ; the preparing and signing of statutory forms ; the sending of documents to the duty office ; the correspondence relating to the payment of income tax, the receipt of permits to dispose ; the preparation and receipt of 2 notices of transmission, the required copies of the deeds abovementioned and any attendance for registration.

**4.** Proof of will :

— production of a certificate of search from the Registrar of wills and production of a copy of a notarized will . . . . . 10 \$.

OR

— production of a copy of a judgment of probate of a will (petition, affidavit, serving) . . . . . 50 \$.

## CHAPTER IX

For each copy or abstract of deeds and exhibits annexed provided by the notary upon the request of a third party within the meaning of legal aid, with the exception of the copies or abstracts otherwise already included in the remuneration under this agreement . . . . . 5 \$.

These fees also include remuneration for the signing and sending of the copy.

O.C. 1343-77, (1977) 109 O.G. II, 2315

O.C. 2254-78, (1979) 111 G.O., 2739

*An agreement between the Minister of Justice and the Chambre des Notaires du Québec respecting the Tariff of fees of notaries for the purposes of the Legal Aid Act was first reached on 9 December 1974. The agreement, ratified by regulation (O.C. 4591-74, (1975) G.O. II, p. 161), expired on 30 June 1976 and was renewed from 1 July 1976 under a provisional agreement ratified by regulation (O.C. 2233-76, (1976) G.O. II, p. 4071). The renewed agreement was replaced by a new agreement on 15 April 1977 which was ratified by regulation (O.C. 1343-77, (1977) G.O. II, p. 2315) and which expired on 30 June 1978. Under an agreement reached on 22 June 1978 and*

*ratified by regulation (O.C. 2254-78, (1979) G.O. , p. 2739), the agreement was provisionally renewed, effective from 1 July 1978, until it is replaced.*



c. A-16, r.1

## Regulation respecting social aid

Social Aid Act  
(R.S.Q., c. A-16, s. 31)

### DIVISION I INTERPRETATION

**1.** In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

- (a) “aid” : social aid ;
- (b) “application” : an application for aid ;
- (c) “educational institution” : an institution which dispenses education at the elementary, secondary, collegiate or university level, which is subject to the Ministère de l'Éducation or recognized by the said Department ;
- (d) “Act” : the Social Aid Act (R.S.Q., c. A-16) ;
- (e) “household” : a family or an individual residing in Québec ;
- (f) “Minister” : the Minister of Labour, Manpower and Income Security ;
- (g) “month” : one calendar month ;
- (h) “parent” : the father, mother, grandfather or grandmother of an adult ;
- (i) “lender” : a body empowered to make loans and with which the Minister of Labour, Manpower and Income Security is bound by an agreement, or to which he has given guarantees ;
- (j) “applicant” : a person who makes an application ;
- (k) “value” : the market value of a property, including :
  - i. in the case of a residence : the value of the house and the land on which it stands ;
  - ii. in the case of a farm : the value of the farm acreage, buildings, livestock and farming implements ;
  - iii. in the case of self-employment : the value of moveable and immoveable property other than liquid assets, which is used in carrying it on ;
- (l) “net value” : the value less the real rights encumbering the property.

**2.** The liquid assets of a household include what it has in money or in kind and also the value of the assets that can be converted into money on a short-term basis, such as :

- (a) the funds, on demand or short-term, of which a financial institution is the depositary, or those which such institution holds for its account if it has the right to freely dispose of them ;
- (b) the transferable securities it owns if these are still quoted in the market which deals therewith ;
- (c) debts of which it may obtain immediate repayment ;
- (d) the redeemable value in money of life insurance policies of which it has ownership or control ;
- (e) every asset negotiable at sight.

However, for the month of an application, the redeemable value of life insurance policies is not considered unless it yields liquid assets greater than the amount that section 52 allows the household to own as such.

**3.** The following is considered :

- (a) the reestablishment of a family or the rejoining of a family, upon the month of reunion, by a consort who lives together again with the person from whom he has been separated ;
- (b) the joining of a family, upon the month he becomes dependent, of a child that has just been added to that family, unless it is indemnified for his custody ;
- (c) the rejoining of a family, with effect from the month preceding his return to the family, of a child placed in a reception centre or with a foster family.

**4.** An adult who is in one of the cases prescribed in Schedule A is considered to have refused or abandoned employment that he could hold or continue to hold within the meaning of section 12 of the Act.

**5.** The following cease to be members of a family :

- (a) the consort who is absent or separated *de facto*, where circumstances lead to the conclusion that the absence or separation is of indefinite duration ;
- (b) a dependent child, with effect from the month when he is no longer a dependent or from the third month after the month in which he is placed with a foster family or in a reception centre.

**6.** A household is considered to have retained its means of subsistence in respect of that part of aid for which it would otherwise be eligible, in which an adult, without sufficient reason, does some deliberate act to restrict, diminish or extinguish the value of its income in any manner whatsoever.

**7.** For the purposes of this Regulation :

(a) the Interpretation Act (R.S.Q., c. I-16), with its amendments, applies *mutatis mutandis* to this Regulation ;

(b) a reference to any law includes a reference to its amendments.

## **DIVISION II GENERAL RULES**

**8.** Aid shall be monthly. It is equal every month to the deficit, for the preceding month, between the needs of a household and its income determined in accordance with this Regulation.

Where the income of the household for the current month is less than the income for the preceding month, the deficit established must be recalculated by taking into account the income of the current month and the aid must be adjusted for that month accordingly.

**9.** Aid shall be granted only if the aggregate value of the property it owns or its liquid assets does not render the household ineligible to receive it within the meaning of this Regulation.

**10.** Aid is granted effective from the month following that of the application.

However, it may also be granted for the month in which the application was made ; in this case, ordinary needs are determined in proportion to the number of days left in the month at the date of application, in relation to the total number of days in that month. The total liquid assets of the household as of the date of the application and income expected before the end of the month are deducted from the previously determined needs.

Whenever a household is eligible only for a one-time special need, its income and total liquid assets are taken into account.

**11.** The income and property of an adult who is a member of a family who squanders his property or refuses to provide for the needs of the family shall be considered, to determine the needs of such family, only for that part from which it actually benefits.

**12.** It is the applicant's responsibility to establish his right to aid. When such right has been acknowledged in his respect, unless stipulated otherwise, it is the Minister's responsibility to establish that it has ceased in accordance with his right of requiring supporting documents.

Furthermore, aid cannot be paid out unless the monthly verification form prescribed by the Minister, duly completed and signed, is received at the local office within the time limits provided for, unless the beneficiary proves that he was unable to return the form.

**13.** To the extent where satisfactory proof exists of the right to aid, an application shall not be refused for a non-substantive or procedural irregularity which does not affect such right or its value.

**14.** Aid granted to a household which includes an adult referred to in section 4 is, for a period of 6 months, reduced by 50 \$ if the adult refuses or abandons employment.

If the adult refuses or abandons employment before at least 6 months have elapsed since the day of his last refusal or abandonment of employment, the aid is, for a period of the same length :

(a) cancelled, in the case of an adult referred to in section 29 ;

(b) reduced by 100 \$ in cases other than that provided for in paragraph a.

**15.** Section 14 shall not apply where the adult establishes that :

(a) he is not capable of occupying the employment by reason of physical or mental disability, or that he is alone to take care of a child under 6 years of age ;

(b) the nature of the employment or the conditions under which it is usually carried out obviously are or could be detrimental to his health ;

(c) the fact of occupying the employment produces within the family psycho-social problems whose seriousness requires professional intervention ;

(d) his consort is suffering from physically or mentally disability thus requiring the presence of another adult at home.

**16.** In addition, section 14 shall not apply to an adult who takes part in a training, upgrading, qualification or retraining programme the need of which is certified by a manpower office.

**17.** An adult lodging in a reception centre or hospital centre, or detained by justice :

(a) shall no longer be considered in computing the needs of his family with effect from the third month following that of his admission, except under section 25 ;

(b) ceases to be eligible for aid as an individual with effect from the month following that which follows his admission, except under section 26.

However, such adult shall continue to be eligible for special needs other than a supplement while he stays as a patient in a hospital centre where care is of short duration within the meaning of the Regulation respecting the application of the Act respecting health services and social services (c. S-5, r.1).

**18.** The consort or child who dies shall no longer be considered in computing the needs of his family with effect from the third month following that of his death.

**19.** The Minister shall guarantee, in compliance with section 21 of the Act, the loans contracted by a household with a lender, provided that the total guarantee does not exceed 500 \$ in the same case, plus interest. No guarantee shall apply in respect of an individual capable of working and under 30 years of age.

**20.** Where a household fails to repay a loan guaranteed by the Minister, the latter shall withhold from each payment of aid the amount necessary to honour the guarantee in accordance with the terms and conditions of the loan, by amortizing the balance over a period not exceeding by more than 3 months the term prescribed.

**21.** Aid shall be accompanied, insofar as is deemed useful or necessary, by a recovery plan likely to :

- (a) permit a better utilization of the sums paid ;
- (b) promote, by training or rehabilitation, access to the labour market ;
- (c) improve the efficiency of self-employment or of the operation of a farm or increase the return thereon ;
- (d) give assistance such as budgetary consultation and the consolidation of debts.

**22.** A recovery plan shall be implemented, depending on the circumstances, on an individual or collective basis. It may, where necessary, render aid conditional upon the training or rehabilitation measures which it indicates.

### DIVISION III ORDINARY NEEDS

**23.** The ordinary needs of a household shall be determined in terms of its members, each month, according to the following scale :

<i>Adults</i>	<i>Dependent children</i>	<i>Ordinary needs</i>
1	0	331 \$
1	1	452
1	2	487
1	3 and over	496

Beginning with the 4<sup>th</sup> child, an additional amount of 2 \$ per child is added.

2	0	526 \$
2	1	569
2	2	603
2	3 and over	613

Beginning with the 4<sup>th</sup> child, an additional amount of 2 \$ per child is added.

However, the ordinary needs can be accorded only insofar as the costs a household incurs for lodging on a monthly basis within the meaning of section 27 are equal to or greater than 85 \$ for a family and 65 \$ for a single person. The ordinary needs are reduced by the amount by which these costs fall short of these amounts.

**24.** The ordinary needs of a family shall be increased :

(a) by the following amount, as the case may be, for each dependent child 18 years of age or over who attends an educational institution at the secondary level :

1 <sup>st</sup> child	48 \$
2 <sup>nd</sup> child	57
3 <sup>rd</sup> child	82
4 <sup>th</sup> child	96

If the child referred to in this paragraph is a handicapped child within the meaning of the Family Allowances Act (R.S.Q., c. A-17), an additional 66 \$ is accorded ;

(b) by an amount of 35 \$, in August only, for each dependent child who attends an educational institution, a kindergarten class or prekindergarten class.

**25.** The ordinary needs of a family shall be increased by 90 \$ if it includes an adult lodging in a reception centre or hospital centre and in respect of whom section 17 applies.

**26.** The ordinary needs of an individual shall be 90 \$ in the case of an adult lodging in a reception centre or hospital centre and in respect of whom section 18 applies.

**27.** The costs that a household incurs for lodging on a monthly basis include :

(a) for the owner : land taxes, fire-insurance premiums, hypothec repayment, 30 \$ for maintenance and repairs, 25 \$ for heating and 15 \$ for electricity ;

(b) for the tenant : the cost of rent for the month of aid, rental taxes and, if not already included in the rent, 25 \$ for heating and 15 \$ for electricity.

**28.** For the purposes of section 27 :

(a) the hypothec shall be taken in consideration only to the extent where the funds borrowed were used for the purchase, construction or repair of the household's residence ;

(b) the hypothec includes a loan intended for the purchase, installation or repair of a mobile home which is used as a sole and permanent residence ;

(c) the expenses of an owner, in a residence which comprises several lodgings, shall be in proportion to the space which he occupies.

**29.** Aid for ordinary needs shall not exceed :

(a) 121 \$ per month, in the case of an individual capable of working and less than 30 years of age ;

(b) 242 \$ per month, in the case of a family without dependent children or which did not have any who died, where the 2 consorts are capable of working and are less than 30 years of age.

For the month in which the application was made, the amounts prescribed in the first paragraph represent the ordinary needs of the household. The latter are apportioned in the manner indicated in section 10.

**30.** Aid for the ordinary needs of a household living with a parent or child shall not exceed the amount remaining after reducing by 85 \$ the amount representing such needs in its case.

For the month in which the application was made, the amount obtained by applying the first paragraph represents the ordinary needs of a household. The latter are apportioned in the manner indicated in section 10.

**31.** Effective from 1977, every 1 January, the amounts of section 24 shall be adjusted as the benefits payable un-

der the Act respecting the Quebec Pension Plan (R.S.Q., c. R-9) to the nearest dollar.

The application of this section is suspended.

#### **DIVISION IV SPECIAL NEEDS**

**32.** The special needs of a household shall be determined in compliance with this Division and shall be met subject to the conditions prescribed thereby. The purposes of such needs shall be :

(a) compensation health protection (s. 33) ;

(b) compensation for losses (s. 34) ;

(c) qualification for employment (s. 35).

**33.** The aid shall meet, in order to protect health, the needs specified in Schedule B. It shall also meet, pursuant to the said Schedule, the cost of the funeral of an adult or dependent child and the cost of life insurance.

**34.** Aid shall meet, upon a fire or other disaster, in order to compensate for the losses of a household already receiving it :

(a) the replacement cost of furniture and articles of domestic use, according to prevalent insurance practice, up to :

i. 1 000 \$ plus 500 \$ per person in the case of a family, with a maximum of 4 000 \$ ; and

ii. 1 500 \$ in the case of an individual ;

(b) the cost of subsistence for the household during the necessary reinstallation or relocation period, up to 10% of the maximum cost of replacement of which it may benefit.

**35.** Aid shall meet, for the purpose of qualifying for employment :

(a) the cost, if no other programme provides therefor, of studies undertaken in order to learn a trade or to acquire a technical competence permitting a person to occupy an employment, up to 500 \$ in any 12 month period ;

(b) the cost of expenses specifically incurred to seek or apply for employment, or to start or resume work, a trade or occupation, or the return to his original community, up to 250 \$ in any 12 month period.

**36.** A special need shall be met to the extent where :

(a) its necessity is ascertained ;



(b) the authorization to meet it is given prior thereto, except in case of emergency ;

(c) expenses or fees correspond to the actual cost of the property acquired or the services rendered.

In cases of special needs provided for in paragraph g of Schedule B, the need will be met starting the month when the medical certificate stating the need is received at the local office.

**37.** Under no circumstances, shall a special need be granted at more than the cost normally required to meet it. Neither shall it under any circumstances be granted at a cost higher than the amount prescribed in such case.

**38.** The special needs whose cost is assumed or whose administration is ensured by the Régie de l'assurance-maladie du Québec shall be reimbursed in accordance with the standards and practices of such Régie which shall be in lieu of section 36 in their respect.

**39.** The Minister may pay as special need the amount necessary to honour a guarantee contemplated in section 19 to the extent where a household no longer receives aid in an amount sufficient for the application of section 20.

## **DIVISION V INCOME**

**40.** The income of a household, subject to the following provisions, shall consist of the aggregate amounts, benefits and allowances received as such in cash or in kind by any person who is a member thereof, including :

- (a) employment income, under all forms ;
- (b) rentals or other income derived from property ;
- (c) periodic payments derived from a succession, trust, donation or pension ;
- (d) income resulting from the existence of a legal or contractual obligation, including retirement benefit or right of usufruct ;
- (e) periodic payments of alimentary pension received during a period when the household was either receiving social aid or not, and including, up to 150 \$ per month, payments made to cover the costs of a residence inhabited by the household ;
- (f) benefits and allowances received under any law whatsoever, whether of Québec or elsewhere.

Weekly income shall be converted on a monthly basis by multiplying it by the factor 4,3, where it applies to the entire month.

**41.** The unemployment insurance benefits withheld to repay a penalty or the overpayment for which the beneficiary is responsible shall be deemed to have been received by the household, up to 25 \$.

**42.** Income from work includes employment income, net commission, net income from self-employment, or training allowances granted under the Adult Occupational Training Act (R.S.C., 1970, c. A-2), from which is deducted :

- (a) deductions made for income tax, unemployment insurance or health insurance purposes ;
- (b) contributions to the Québec Pension Plan and to a compulsory retirement plan ;
- (c) union dues ;
- (d) expenses resulting from the fact of occupying an employment on a basis of 25 \$ or 6% of the monthly income derived from the employment, according to the lower of the two.

**43.** Income from work, earned during the first month of work, is not counted where aid for ordinary needs has been paid for 3 or more consecutive months.

For the purposes of the first paragraph, the first month of work is that in which the work actually began.

The first paragraph does not apply where an application has been made within the previous 6 months or where income has not been declared.

Income from work, reduced to the nearest 10 \$, is computed by applying an exemption of 40 \$ for a family plus 5 \$ per dependent child and 25 \$ for an individual.

An additional exemption of 50 \$ applies to occupational training grants paid under the Adult Occupational Training Act (R.S.C., 1970, c. A-2) to a family comprising only one adult.

**44.** Income derived from an immoveable shall be considered to the extent where it exceeds the expenses eligible for income tax purposes with the exception of depreciation. Where the owner resides in the immoveable, such expenses shall be divided in respect of the space which he rents and that which he occupies.

**45.** Room or board income shall be considered in a proportion of 40% with a minimum of 40 \$ for an adult, 60 \$ for 2 adults and 20 \$ for each additional person. However, the income of a parent or child shall not be considered.

**46.** The following is income :

(a) the amount by which the liquid assets of a family or individual exceeds the amount that he is permitted to own as such under section 52 ;

(b) the amount obtained by applying a monthly rate of 1% to the amount by which the net value of the aggregate of the property referred to in section 54 exceeds 40 000 \$ ;

(c) the amount obtained by applying a monthly rate of 1% to the amount by which the aggregate value of the property of a household exceeds the amount that section 52 allows it to own as such ;

(d) any part of the capital contemplated by paragraph c of section 54 as soon as it is used in contravention of such paragraph.

Nonetheless, subparagraphs *b* and *c* of this section do not apply so long as obstacles over which the household has no control constitute impediments in law to the sale of property.

**47.** The following is not income :

(a) family allowances, whatever be their source as well as the child tax credit prescribed in the Act to amend the Income Tax Act to provide for a child tax credit and to amend the Family Allowances Act, 1973, (S.C., 1978/79, c. 5) ;

(b) amounts received by a foster family within the meaning of the Act respecting health services and social services (R.S.Q., c. S-5) to take charge of a child or an adult as well as amounts received by such a foster family pursuant to the Regulation respecting financial assistance to an adopter (c. A-7, r.1) ;

(c) earnings which a dependent child realizes incidental to his studies, and loans and scholarships which he receives as a student ;

(d) the premium :

i. of up to 20 \$ weekly plus indexing, where applicable, that a rehabilitation centre pays recipients to facilitate their attendance ;

ii. of up to 50% of the weekly sum mentioned in subparagraph i that a reception of hospital centre pays recipients enrolled in one of their therapeutic programmes ;

iii. of up to the amount of the premium received by a recipient over and above the premium referred to in subparagraph ii before 1 October 1978, that a reception or hospital centre pays recipients enrolled in one of their therapeutic programmes ;

(e) income from a succession, trust or donation opened for the benefit of a dependent child, before the right to dispose thereof for his maintenance exists ;

(f) income which ceases during the month in which an applicant who does not already receive aid submits an application, for the purposes of determining the aid for the following month ;

(g) amounts received as interest or as a refund of property taxes ;

(h) the work income supplement received under the Act respecting work income supplement (R.S.Q., c. S-37.1) ;

(i) amounts received pursuant to programs made under section 93 of the Act respecting the Société d'habitation du Québec (R.S.Q., c. S-8).

**48.** Income derived from an alimentary pension which has not been paid on a regular basis by the debtor for at least 3 months shall not be considered where the recipient :

(a) asserts his claims to a pension without delay and takes the necessary legal action for payment ;

(b) agrees to repay or to cause to be repaid to the public treasury every pension payment excluded from the computing of the aid, up to the amount of the latter.

Aid may pay up to 250 \$ in one case, with obligation to repay, for travel and living expenses incurred in claiming an alimentary debt :

(a) in a judicial district other than that in which the plaintiff resides ;

(b) in the judicial district in which the plaintiff resides, but at a distance of more than 100 kilometres to and from his place of residence.

For the purposes of the second paragraph, the expenses for the operation of a private vehicle are set at 0,065 \$ per kilometre travelled.

**49.** The net income derived from self-employment shall be determined in accordance with generally recognized accounting principles, and that of a farm in operation, shall be determined in compliance with the accounting method entitled "the farmer's account book" applied by the Ministère de l'Agriculture, des Pêcheries et de l'Alimentation, excluding any property depreciation used by the farm in both cases.

**50.** In the case of seasonal self-employment, the amount by which the net income of a household coming from such work and other sources exceeds its needs for the

period of inactivity, must be imputed as income for the period of inactivity.

**51.** For the purposes of section 50 :

(a) the period of activity begins the month that work begins and ends the month that work ceases ;

(b) the period of inactivity begins the month after work ceases and ends 12 months after the beginning of the last period of activity or as soon as work begins again, whichever comes first.

## DIVISION VI PROPERTY

**52.** Subject to paragraph c of section 46, the aggregate value of the property of the household must not exceed 2 500 \$ in the case of a family and 1 500 \$ in the case of an individual.

Subject to paragraph a of section 46, the liquid assets of the household must not exceed a similar amount in either case.

**53.** The following shall not be considered as property :

(a) the aggregate of the furniture and articles of domestic use, and the value of a motor vehicle up to an amount of 4 000 \$ ;

(b) the tools necessary for the occupation of an employment, or the practice of a trade or craft ;

(c) the non-refundable capital of a pension constituted for the benefit of the household prior to the commencement of aid ;

(d) property owned by a dependent child where its management has been entrusted to a tutor, an executor or a trustee, before an account of such management must be rendered ;

(e) the assets that a dependent child of the age of majority or an emancipated child shows that he has earned from his personal work ;

(f) the redeemable value in money of life insurance policies up to an amount of 2 500 \$.

**54.** The following shall also be excluded :

(a) the value of a residence or a farm in operation ;

(b) the value of property, other than liquid assets, used in the carrying out of self-employed work or a farm in operation ;

(c) the capital of an indemnity paid to replace immoveable property following an expropriation or disaster provided :

i. it is deposited without delay in a trust or savings account, or it is the object of an investment that a trustee is allowed to make in virtue of the Civil Code ; and

ii. it is used within 2 years after it has been received for the replacement of property with a view to a permanent relocation, or within the framework of a recovery plan approved by the Minister ;

(d) the capital resulting from the sale of a residence for the purpose of buying a new residence or having one built ;

i. if it is deposited without delay in a trust or savings account ; and

ii. if it is used within 6 months of the sale for the replacement of the said residence ;

(e) the value of a residence of a farm belonging to an individual who no longer lives there or who has ceased to operate it since his admission to a foster home, a reception centre or a hospital centre, for the first year of his lodging in such place.

**55.** Property contemplated by section 23 of the Act, where the presumption of that section is not contradicted, shall be considered to the extent where its value at the time of the assignment exceeded the consideration received after having deducted from the excess, for each month elapsed between the assignment and the application, an amount equivalent to the guidelines applicable to a household pursuant to section 23.

**56.** The aggregate value includes the value of all the property of the household, with the exception of that which is not considered and the liquid assets. Where property is not considered in part only, the excess value shall be included in the aggregate value.

## DIVISION VII APPLICATION

**57.** The application shall be submitted by an adult who is a member of a family for that family or by an individual for himself. It may also be made in their name by a responsible person.

**58.** The application shall be made on the form prescribed by the Minister and contain in particular :

(a) the name and given names of the applicant, his address, date of birth, sex, civil status and social insurance number ;

(b) the name and given names of the consort, his social insurance number and whether or not he lives with the applicant ;

(c) the name and given names of the dependent children, their sex and date of birth ;

(d) the value of the moveable and immoveable property that the household :

- i. owns at the time of the application ;
- ii. has assigned or transferred in the 3 years preceding the application ;

(e) the real or potential income of the household, as well as its debts and special needs ;

(f) the existence of an alimentary obligation and the possibility of having it fulfilled ;

(g) the name and given names of the person in whose name the aid must be paid.

The application is considered to have been made on the day the prescribed form, duly completed and signed, is received at the local office.

However, where the local office has already received a written statement from the plaintiff expressing his wish to apply for benefits, the date of his application will be the date on which this statement was received at the local office, provided the prescribed form is completed and signed within a reasonable time.

**59.** The application shall be submitted to the local office having jurisdiction for the territory where the applicant resides, or must be referred to it in cases where it was submitted to another office. If the applicant has no permanent residence, the office to which he addresses himself shall become the competent office.

**60.** The application shall be the object of :

- (a) a personal interview with the applicant ;
- (b) a verification of the declarations made by the latter ; and, where applicable
- (c) the considerations relevant to the implementation of a recovery plan.

**61.** The applicant's state of health is not pertinent in the granting of aid, except in the case of a special need whose necessity must be attested to by a physician or a dentist at the request of the office. Every adult who avails himself of section 15, or who declares himself unfit for work, must also undergo a medical examination or a psycho-social evaluation carried out by a professional or a specialist at the request of the regional or local office.

**62.** The head of the competent local office or that replacing it shall immediately notify the applicant in writing of the decision rendered with respect to his application and the reasons on which it is based. This notice shall be accompanied by the procedure to be followed by the applicant for the review of such decision.

**63.** The application for review shall :

(a) be duly submitted as soon as it is received by the local office that rendered the decision, or by the regional office having jurisdiction over such local office ;

(b) ten working days after it has been submitted, cause the aid for ordinary needs which has been reduced by more than one-half by the decision of the local bureau to be restored if the applicant has not been notified of the decision taken in review within that time period.

**64.** The director of the regional office, or the person replacing him in his absence shall :

(a) verify the facts and circumstances of the case, analyse the reasons invoked in review, evaluate the decision taken by the local office and pronounce himself on the merits of that decision ;

(b) give the applicant, to the extent possible, the opportunity to be heard himself or to allow any person of his choice to be heard ;

(c) notify the applicant in writing of the decision he takes in review, the reasons on which it is based and the procedure to be followed in exercising the right to appeal from it.

**65.** The local office shall implement the decision taken in review as soon as it is made known to it by the regional office. If the decision has not been rendered within 10 working days, it shall restore the aid reduced, suspended or discontinued by more than one-half until the date of the decision made in review.

**66.** The Minister may consider that the declaration made by an adult lodging in a reception centre or a hospital centre shall replace, for the purpose of being exempt from paying the price of his lodging, an application validly submitted for the purposes of the aid prescribed in section 25 or 26 if that declaration contains information pertinent to such application.

## **DIVISION VIII REPAYMENT**

**67.** Where aid must be repaid, it must be repaid :

(a) as soon as the sums of money or the value of the property is received, where it was granted pending the exercise of a right or the winding-up of a business ;

(b) immediately, where aid was received fraudulently or in bad faith ;

(c) as soon as a judgment obtained has been satisfied, where it was granted for travel and living expenses under section 48 ;

(d) as soon as the household stops receiving aid paid under section 39 ;

(e) as soon as the obstacles over which the household had no control and which hindered in law the sale of property are lifted.

**68.** Except for the case provided for in paragraph *b* of section 67, a person who is no longer receiving aid and who received aid without being entitled to it or used it for purposes other than those for which it was granted, must reimburse this aid by sending a cheque to the Minister each month sufficient for the debt to be paid off within 36 months. The payments must not however, be less than 25 \$ per month.

When a person refuses or neglects to comply with this section, the aid to be repaid becomes immediately payable in its entirety.

**69.** In cases where a repayment is payable, the aid which is still being paid is reduced at the rate of :

(a) a monthly amount of 10 \$ where an individual is residing in a foster home, a reception centre or a hospital centre or in the case of a household described in section 29 ;

(b) a monthly amount of 25 \$ in all other cases.

This section does not apply to a case where reimbursement is claimed from a beneficiary before 1 September 1981, except if the aid has been obtained fraudulently or in bad faith.

**70.** Despite this Division, no repayment is payable from a person who has not failed in his obligations within the meaning of the Act or this Regulation and to whom aid was paid due to an error for which he was not responsible.

**71.** No interest is payable from a debtor who makes monthly payments.

Furthermore, no interest is to be payable until after 3 monthly notices, with no effect, have been sent to the debtor.

When interest is payable, its rate will be that which the Ministère du Revenu applies to an income tax refund. The interest is computed on the outstanding balance of the principal.

Nonetheless, the Minister may waive the collection of a balance of 100 \$ or less comprising solely interest.

**72.** Any person who considers himself wronged by a decision requiring repayment may apply for a review as if the decision followed an application.

## DIVISION IX ADMINISTRATIVE RULES

**73.** The local and regional offices established by the Minister and whose territorial jurisdiction is determined by him shall have the following general powers :

(a) in the case of local offices, to :

i. receive and deal with applications, keep aid up to date and make the appropriate verifications ;

ii. determine and deal with repayments ;

iii. promote self-employment of the recipients, in particular by maintaining contacts with manpower services, and apply recovery plans ;

(b) in the case of regional offices, to :

i. efficiently support the local offices under their jurisdiction, and supervise their activities ;

ii. make sure that such activities are adequately supervised ;

iii. receive and deal with applications for review.

**74.** The Minister shall, in addition to prescribing the form and content of the application, prescribe that of the forms he considers necessary or useful for the application of the Act.

**75.** Eligibility for aid of a household receiving aid must be reviewed as often as the situation requires, or as often as circumstances warrant its necessity. In no case shall an office allow more than one year to elapse before making a new verification.

**76.** If a reevaluation results in the reduction or termination of aid :

(a) the household must be notified thereof in writing as if the decision followed an application ;

(b) the terms and conditions for review and appeal shall apply as in the case of an application.

**77.** Aid for ordinary needs shall be paid or repaid on or about the first day of the month, except in the case of *force majeure*, and aid for special needs shall be paid or repaid in the normal course of applications. If the special need persists, the aid shall be based on the average monthly cost and paid together with the ordinary needs.

**78.** The aid shall be paid to an adult. Where a family includes a husband and wife, the aid is paid to the consort designated in the application ; in the absence of such designation the aid is paid in the name of the husband and wife.

The aid may, however, be paid to a trustee when a recovery plan so prescribes or where a husband and wife :

(a) prove themselves to be incapable of assuming their responsibilities concerning the administration of the aid which they are being paid ;

(b) behave in a prejudicial manner, reduce the value of the family's property or squander their income ;

(c) use the aid for purposes other than those for which it has been granted ; or

(d) refuse or abandon employment in a case governed by subparagraph *b* of the second paragraph of section 14.

**79.** The appointment of a trustee shall not be made for more than one year and is renewable, within the same time limit, only after the case has been re-examined. The local office shall notify in writing the person subject to the trust of its decision and the reasons on which it is based.

**80.** A trustee must use the aid in a reasonable manner, for the sole benefit of the household in respect of which it is paid, and shall not derive any direct or indirect advantages from the aid for himself. If the aid accrues, it must be invested in a reasonable manner, with regard to the amount that it represents, and the interests shall be added to the principal.

**81.** No employee of an establishment where an adult lodges or the person practising his profession therein, may act as trustee for such adult unless he has an obligation to maintain such adult within the meaning of the Civil Code. The Minister may, however, appoint the establishment itself as trustee.

**82.** A trustee shall not permit that the funds constituted by the aid be used to pay expenses relating to the services that an establishment or a foster family is bound to render within the framework of its obligation, or pay expenses incurred by its employees.

**83.** However, the adult may be required to pay the reasonable cost of personal services rendered to him by the establishment or foster family outside the scope of their obligations towards him, such as they render to persons in the same situation.

**84.** The funds constituted by the aid must be accounted for separately by the trustee who has custody thereof, so that they can be easily identified and their existence verified. Withdrawals made, and accrued interests, must be identifiable.

**85.** Every trustee shall submit each year to the Minister, in the form determined by the latter, a report on the application of funds in his custody. Where the trustee is an establishment, it shall only be bound to keep an accounting register in compliance with the prescriptions of section 84 and accessible to the Minister or his representatives.

**86.** Except in the case of a trust, the aid must not be paid to a third party for the account of a household, whether or not that person has received guarantees that it would be, except if there is no other choice.

**87.** Every notice given to the person whom it concerns or to a person representing him, or mailed to the last known address, shall be validly given for the purposes of the Act and this Regulation.

## **DIVISION X TRANSITION AND COMING INTO FORCE**

**88.** Aid for ordinary needs should not be less than what it would have continued to be :

(a) if Division III had not been amended since 1 January 1976, in the case of a family that was already receiving aid at that time, and constituting a case described in section 29 or 30 ;

(b) if subparagraph *e* of section 40 had not been added since 31 July 1981, regarding payments made to cover the costs of a residence where a household lives who was receiving aid at that time.

**89.** Aid shall continue after 31 December 1975 to pay the cost of the services of a visiting helper or a housekeeper as well as the cost for baby-sitting services that a household was already receiving on that date, at the same rates, to the extent that these services remain essential to protect health or to keep an employment.

**90.** Aid shall continue after 1 April 1981 to meet the cost of a supplement of 100 \$ per month that a person was already receiving on that date, in the case of colostomy, cecostomy, ileostomy, enterostomy or ureterostomy.

**91.** After 31 December 1975 the aid continues to meet, as a special need, the cost of prostheses and orthoses, as well as the cost of medical equipment for which it paid on that date, at the same rates, unless these services are considered to be insured services within the meaning of the Health Insurance Act (R.S.Q., c. A-29).

However, the services and rates provided for on that date as footwear are replaced by those provided for in Part III of the Table attached to Schedule B.

## **SCHEDULE A**

(s. 4)

### **REFUSAL OR ABANDONMENT OF EMPLOYMENT FOR THE PURPOSES OF SECTION 4**

1. An adult who refuses or abandons, without valid reason, an employment that he could hold or continue to hold and who :

(a) refuses or neglects to apply for suitable employment which is vacant, after having heard that such employment is vacant or is on the point of being so, refuses such employment when it is offered to him or neglects to profit from an occasion to obtain suitable employment ;

(b) does not follow the written instructions which were given to him by a person empowered to handle his case in order to help him find suitable employment, if such instructions were reasonable with respect to both his situation and the usual means of obtaining such employment ;

(c) does not present himself, at the time and place fixed, for an interview intended to allow such person or any appropriate body to help him find employment or decide whether appropriate training or rehabilitation measures might be useful to him ;

(d) loses his employment or remuneration because of his misbehaviour, or voluntarily leaves his employment.

For the purposes of this Schedule, an employment is not suitable employment if it is not so within the meaning of the 1971 Unemployment Insurance Act (S.C., 1970-71-72, c. 48).

## **SCHEDULE B**

(s. 33)

### **SPECIAL NEEDS FOR THE PURPOSES OF SECTION 33**

1. The special needs for the purposes of section 33 are :

(a) the cost of pharmaceutical services and medications assumed by the Régie de l'assurance-maladie du Québec pursuant to the Health Insurance Act (R.S.Q., c. A-29) ;

(b) i. the cost of services rendered by dentists and optometrists, the cost of prostheses, orthopedic devices, apparatus and other equipment and the cost of purchase, fitting, replacement and repair of hearing aids assumed by the Régie de l'assurance-maladie du Québec under the Health Insurance Act ;

ii. the cost of post-mastectomy breast forms assumed by the Régie de l'assurance-maladie du Québec in accordance with the agreement between the Minister and the Régie ;

(c) i. the cost of acrylic dental prostheses furnished by a dentist or denturologist, other than that assumed by the Régie de l'assurance-maladie du Québec under the Health Insurance Act, included in Part I of the Table attached to Schedule B ;

ii. the cost of purchase, fitting, replacement or repair of hearing aids other than that assumed by the Régie de l'assurance-maladie du Québec under the Health Insurance Act, in accordance with the terms and conditions prescribed in the Regulation respecting the application of the Health Insurance Act (R.R.Q., c. A-29, r.1) except the condition pertaining to age ; and

iii. the cost of replacement of batteries at the set monthly rate of 3 \$ or the equivalent thereof ;

(d) i. the cost for the purchase or repair of glasses in accordance with Part II of the Table appended to Schedule B ;

ii. the cost of purchase, repair or maintenance of an artificial eye, paid by the Régie de l'assurance-maladie du Québec under the agreement between the Minister and the Régie de l'assurance-maladie du Québec ;

(e) the cost of transport and stay which must be incurred to be treated by a physician or dentist, or upon his request, up to an amount of 250 \$ for the same transportation, the utilization cost for a private vehicle being fixed at 0,065 \$ per kilometre covered ;

(f) the cost of moving for reasons of health or sanitation, that of the installation or repair of a heating system up to an amount of 200 \$ for each 12 month period ;

(g) i. the cost of benefits paid by the Régie de l'assurance-maladie du Québec for permanent urostomy, ileostomy or colostomy, under an agreement between the Minister and the Régie de l'assurance-maladie du Québec ;

ii. the cost of a supplement of 100 \$ for the month of the initial fitting and 20 \$ per following month in the case of temporary urostomy, ileostomy or colostomy ;

iii. the cost of a supplement of 100 \$ per month in the case of hemodialysis or paraplegia and 20 \$ per month in the case of pregnancy, lactation or diabetes as well as the cost of oxygen required for medical purposes ;

(h) the cost of funerals up to an amount of 200 \$ if the deceased is from 0 to 1 year or age, 600 \$ if he is from 1 to 5 years of age, 800 \$ if he is from 5 to 10 years of age, and 1 000 \$ if he is more than 10 years of age, decreased in all cases by the benefits payable at death and also, in the case of an individual, by :

- i. the aggregate of liquid assets, and
- ii. the value of all property, including that excluded under Division VI, after subtracting the debts of that person at the time of death ;

(i) the cost of an insurance policy issued on the life of an adult for the benefit of his legal heirs, if its issuance precedes the first application for aid, up to an amount of 5 \$ per month ;

(j) the cost of lodgings for an individual contemplated in section 17 up to an amount of 150 \$ per month, for no more than 3 months during any period of 12 months.

#### Table attached to Schedule B

### PART I

#### ACRYLIC DENTAL PROSTHESIS

(a) acrylic dental prosthesis 3 months or later after the extraction of teeth, on prior authorization, including 3 follow-up visits if considered necessary :

- i. complete
  - upper . . . . . 160 \$
  - lower . . . . . 170
  - upper and lower . . . . . 275
- ii. partial
  - upper with hooks and supports . . . . . 125
  - lower with hooks and supports . . . . . 125
  - upper and lower with hooks and supports . . . . . 230

(b) repair of acrylic dental prosthesis :

- i. regarnishing (after one year) . . . . . 40
- ii. repair
  - without impression . . . . . 10
  - with impression . . . . . 20

### PART II

#### LENSES INCLUDED IN SPECIAL NEEDS

##### Lenses

— Single focus	
Spherical or sphaero-cylindrical strength	
.1.0 ± 0,50 (1) to ± 4,00 2 lenses (2) . . . . .	195
.1.1 ± 0,12 (1) to ± 3,00 2 lenses (2) . . . . .	22
.1.2 ± 3,25 (1) to ± 6,00 2 lenses (2) . . . . .	35
.2.0 ± 4,25 (1) to ± 10,00 2 lenses (2) . . . . .	26
.2.1 ± 0,12 (1) to ± 3,00 2 lenses (2) . . . . .	32
.2.2 ± 3,25 (1) to ± 6,00 2 lenses (2) . . . . .	41
.3.0 ± 0,25 (1) to ± 20,00 2 lenses (2) . . . . .	35
.3.1 ± 0,12 (1) to ± 3,00 2 lenses (2) . . . . .	39
.3.2 ± 3,25 (1) to ± 6,00 2 lenses (2) . . . . .	48
— Bifocal	
Spherical or sphaero-cylindrical strength	
.1.0 ± 0,50 (1) to ± 4,00 2 lenses (2) . . . . .	315
.1.1 ± 0,12 (1) to ± 3,00 2 lenses (2) . . . . .	38
.1.2 ± 3,25 (1) to ± 6,00 2 lenses (2) . . . . .	51
.2.0 ± 4,25 (1) to ± 10,00 2 lenses (2) . . . . .	37
.2.1 ± 0,12 (1) to ± 3,00 2 lenses (2) . . . . .	49
.2.2 ± 3,25 (1) to ± 6,00 2 lenses (2) . . . . .	54
.3.0 ± 10,25 (1) to ± 20,00 2 lenses (2) . . . . .	58
.3.1 ± 0,12 (1) to ± 3,00 2 lenses (2) . . . . .	64
.3.2 ± 3,25 (1) to ± 6,00 2 lenses (2) . . . . .	69
— Supplements	
Prism 1,00 to 7,00 dioptries (1) 2 lenses (2) . . . . .	85
Prism 7,25 to 10,00 dioptries (1) 2 lenses (2) . . . . .	12
Compensation prism (1) 2 lenses (2) . . . . .	19
Spherical over	
20,00 dioptries (1) 2 lenses (2) . . . . .	15
Cylindrical over	
6,00 dioptries (1) 2 lenses (2) . . . . .	15
Addition over	
4,00 dioptries (1) 2 lenses (2) . . . . .	8
Special size lenses (1) 2 lenses (2) . . . . .	10
Fresnel lenses (1) 2 lenses (2) . . . . .	12
Mineral-security lenses (dependent child only) (1)	
2 lenses (2) . . . . .	3
Flint mineral lenses (where there is a correction of at least 8,00 dioptries (1)	
2 lenses (2) . . . . .	16
— Frame . . . . .	20

(1) In order that 2 lenses be paid, the eye the most affected must require a correction of at least 0,50 dioptre or have recourse to a prism prescribed as supplement. The prism itself must provide, in the eye the most affected, for a correction of at least 1,00 dioptre.



(2) Rates shall be for 2 lenses in all cases. Where the strength differs, the price of each lens (and of the supplement incorporated thereto, where applicable) shall be equal to one-half the rate provided for in this respect. The rates for bifocal lenses shall be reduced by 6 \$ for Kryptok lenses.

#### Organic lenses (aphakial)

##### — Single focus LENTICULAR (per lens)

Strength .3,0 .....	37 \$
Strength .3,1 .....	43
Strength .9,0 .....	12

##### — Bifocals LENTICULAR (per lens)

Strength .3,0 .....	37
Strength .3,1 .....	43
Strength .9,0 .....	16

##### — Frame .....

#### Contact lenses

— Hard single focus contact lenses, hard bifocal contact lenses, hard toric contact lenses, soft contact lenses

	1 lens	2 lenses
Purchase .....	90 \$	160 \$
Replacement .....	40	75

The payment of contact lenses is permitted :

(a) upon prescription, when the correction obtained otherwise is inadequate, in the following cases :

- i. myopia of at least 5 dioptries ;
- ii. astigmatism of at least 3 dioptries ;
- iii. keratoconus, monocular aphakia, binocular aphakia or anisometropia ;

(b) upon medical prescription, for the treatment of any acute or chronic pathology of the ocular globe such as ocular perforation, ulceration of the cornea or dry keratitis.

#### Replacement :

(a) the replacement of lenses is permitted :

- i. when the beneficiary's vision requires a change in the correction of at least 0,50 dioptre ;
- ii. in case of accidental breaking, deterioration or loss : the aid permitted shall then not exceed 75% of the rate prescribed ;

(b) the replacement of the frame is permitted in case of accidental breaking, deterioration or loss :

- i. for a dependent child, when required ;
- ii. for an adult, once every 24 months ;

(c) the replacement of lenses and the frame is permitted if the growth of the dependent child so requires.

#### PART III

(s. 96)

#### ORTHOPEDIC SHOES AND ORTHOTIC DEVICES

(1) (a) shoe made from a plaster or wood cast, individual or universal (a pair) ..... 195 \$

(b) commercial corrective shoe, open, closed or straight last

child : ..... (a pair) ..... 30  
adult : ..... (a pair) ..... 50

(c) orthotic device and the shoe in which it is to be worn :

deep shoe or commercial orthopedic shoe in which an orthotic device is to be worn (a pair) ..... 80

orthotic device (foot orthosis, podiatric orthosis) (a pair) ..... 95

(d) any modification to an ordinary shoe other than a correction provided for in paragraph 2, carried out in a foot orthosis laboratory (a pair, including cost of shoe itself) ..... 75

(2) (a) wedge (inside or outside)  
sole ..... 5  
heel ..... 8

(b) Thomas heel  
child ..... (a pair) ..... 6

(c) elevation :  
sole and heel ..... 25.

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O.C. 5581-75, (1975) 107 O.G. II, 6455  
O.C. 950-76, (1976) 108 O.G. II, 2297  
O.C. 2035-76 (1976) 108 O.G. II, 3953  
O.C. 4320-76, (1976) 108 O.G. II, 7729  
O.C. 1003-77, (1977) 109 O.G. II, 1477  
O.C. 2433-77, (1977) 109 O.G. II, 4039  
O.C. 3669-77, (1977) 109 O.G. II, 6179  
O.C. 4172-77, (1977) 109 O.G. II, 7193  
O.C. 4286-77, (1977) 109 O.G. II, 7227  
O.C. 446-78, (1978) 110 G.O., 1525  
O.C. 1589-78 (1978) 110 G.O., 2551  
O.C. 1965-78, (1978) 110 G.O., 2587  
O.C. 3665-78, (1979) 111 G.O., 581  
O.C. 3909-78, (1979) 111 G.O., 1757  
O.C. 411-79, (1979) 111 G.O., 2653  
O.C. 435-79, (1979) 111 G.O., 2797  
O.C. 956-79, (1979) 111 G.O., 3345  
O.C. 957-79, (1979) 111 G.O., 3347  
O.C. 3421-79, (1979) 111 G.O., 7247  
O.C. 1752-80, (1980) 112 G.O. II, 2515  
O.C. 2000-80, (1980) 112 G.O. II, 2967  
O.C. 2135-80, (1980) 112 G.O. II, 3413  
O.C. 2645-80, (1980) 112 G.O. II, 4111  
O.C. 3944-80, (1980) 112 G.O. II, 5137 and (1981) 113 G.O. II, 365  
O.C. 779-81, (1981) 113 G.O. II, 1081  
O.C. 781-81, (1981) 113 G.O. II, 1083 and 1361  
O.C. 1939-81, (1981) 113 G.O. II, 2554  
O.C. 2821-81, (1981) 113 G.O. II, 3248



c. A-17, r.1

## Regulation respecting family allowances

Family Allowances Act  
(R.S.Q., c. A-17, s. 25)

### DIVISION I INTERPRETATIVE PROVISIONS

**1.** For the purposes of this Regulation and unless indicated to the contrary, the word “Act” means the Family Allowances Act (R.S.Q., c. A-17).

**2.** A person has his principal residence in Québec if he has elected domicile therein and is ordinarily present in Québec.

**3.** The principal residence of an individual in Québec, is not interrupted with respect to one or several months comprised within a period of absence of less than one year from Québec if :

(a) such absence is for the purpose of vacationing, receiving medical treatment or attending a school or university ; or

(b) such individual or his wife is entitled to receive for the aforesaid month or months the allowance contemplated in the first paragraph of section 26 of the Act.

**4.** Where section 3 does not apply, the principal residence in Québec for a given month is not interrupted with respect to a person who had principal residence if, during his absence, his income for the year in which that month is comprised is taxed under the Taxation Act (R.S.Q., c. I-3).

**5.** The principal residence in Québec in respect of one or several given months is not interrupted in the case of :

(a) the wife of an individual who benefits from the presumption formulated in sections 3 and 4 and who resides with him ; and

(b) the child who resides with such individual if the latter takes care of him or wholly or substantially maintains him.

**6.** An individual takes care of a child when he provides for the material, intellectual and moral welfare of the said child.

**7.** An individual wholly or substantially maintains a child if he contributes to the material, intellectual and moral welfare of the said child in a proportion at least equal to or greater than the amount of the allowance contemplated in the first paragraph of section 26 of the Act and payable in respect of the said child and if no other individual contributes to a greater extent than that individual.

**8.** If there is neither mother nor father to whom an allowance would be payable in respect of a given child, the allowance shall be granted :

(a) to the wife of the individual who wholly or substantially maintains such child if she takes care of him ;

(b) otherwise, the allowance shall be granted to the said individual.

**9.** The expression “handicapped child” means a child for whom family allowance is paid for a given month under the Act and who corresponds to one of the following categories :

(a) child with motor disabilities : any child who, in a significant and permanent manner, suffers from a lack of motor co-ordination and is limited in the fulfillment of his principal activities and whose condition requires special measures to be taken with respect to rehabilitation and schooling ;

(b) visually handicapped child : any child who, following correction by appropriate ophthalmic lenses, excluding special optical systems and additions over + 4 dioptries, has a visual acuity in each eye of not more than 6/21, or whose field of vision in each eye is under 60° within meridians 180° and 90°, and who, in either case, is unable to read, write or move about in an unfamiliar environment and whose condition requires special measures to be taken with respect to rehabilitation and schooling ;

(c) child with a hearing impairment : any child who, following correction by an appropriate hearing aid, still has a hearing loss in the ear with the greatest hearing capacity measured by air conduction, in accordance with American National Standard S3.6-1969 of the American National Standard Institute, at not less than 41 decibels, within the frequency range of either 500, 1 000, 2 000 and 3 000 HZ, and whose condition requires special measures to be taken with respect to rehabilitation and schooling ;

(d) mentally retarded child : a child who, in a significant and permanent manner, suffers from a moderate or

severe mental deficiency, determined by standardized intelligence quotient tests or by any other scientific test and whose condition requires special measures to be taken with respect to rehabilitation and schooling.

## **DIVISION II**

### **APPLICATION FOR AN ALLOWANCE**

**10.** The application for an allowance is made on the form prescribed by the Régie des rentes du Québec for this purpose, which must contain the following information :

(a) the name, given names, address, telephone number, social insurance number (if any), marital status and date of commencement of residence in Québec for each of the applicants ;

(b) the name, given names, sex, marital status, date and place of birth of the child and his relationship to the applicants ;

(c) the child's address if it differs from that of the applicants' together with the names and given names of the persons with whom he resides ;

(d) the name, given names and address of the child's mother and father if the latter and the applicants are different persons ;

(e) where applicable, the name, given names and address of each person who contributes to the child's maintenance, the amount of their contributions together with the amount of the applicants' contribution ;

(f) the name and given names of the children for whom the applicants are already receiving family allowances from Canada or Québec ;

(g) the application date.

**11.** For a handicapped child, the application for an increase in allowance referred to in the second paragraph of section 4 of the Act is made on the form prescribed by the Board for that purpose and must contain the following information :

(a) the name, given names, date of birth and sex of the child for whom the application for an increase in allowance is made ;

(b) the name, given names, address, telephone number and social insurance number, where applicable, the date of birth and civil status of the person who receives the allowance for the child, as well as those of the person's consort ;

(c) the record number related to the person who receives the allowance ;

(d) the proportion contributed by the person or persons referred to in paragraph *b* to the child's maintenance ;

(e) the name and address of the person who keeps the child at home ;

(f) where the child has been previously placed in one or many health establishments, the name and address of the last one attended, as well as the date of his final discharge.

**12.** A person who makes an application referred to in section 11 must provide the Board with a medical report specifying the nature and degree of the child's handicap determined by the doctor. The report must be written on a form provided by the Board for that purpose.

For a mentally retarded child, the medical report must include a functional appraisal of the intelligence quotient or the results of any other scientific test.

**13.** The application for an allowance shall be signed by the father and mother of the child or by the individual who wholly or substantially maintains such child as well as by the spouse of such individual.

**14.** Where an application for an allowance is signed by one person only, the reason therefor must be clearly stated.

**15.** An application for an allowance is deemed to be made on the day on which the application, on the prescribed form duly completed and signed, is received in an office of the Board or of the Ministère du Travail, de la Main-d'oeuvre et de la Sécurité du revenu.

The Board may accept a date prior to that of the receipt of the prescribed form when the applicant has already transmitted thereto a writing showing his intention to apply for an allowance.

**16.** Sections 13, 14 and 15 do not apply to the presumed applications for an allowance described in section 24.

## **DIVISION III**

### **PROOF**

**17.** The applicants must provide the Board with proof of any fact establishing the right to an allowance.

**18.** The person who makes an application on behalf of another person must declare his capacity thereto and, upon request, substantiate his title.

**19.** Proof of age, marriage, filial status or death is made by filing an extract from the civil status registers.

**20.** Proof of a fact resulting from a law of another country or another province, or the judgment of a court is made by filing a certified copy of such law or judgment.

**21.** When it is impossible for the applicants to provide the documents contemplated in sections 18, 19 and 20, the Board may accept any other document purporting to establish such proof, or it may hold an investigation for such purpose when it so deems necessary.

**22.** To establish proof of a fact, the Board may require a written declaration supported or not by an oath, the production of additional documents or it may hold the investigation which it deems necessary for such purpose.

**23.** The applicant or recipient of the increased allowance in accordance with the second paragraph of section 4 of the Act must, on the Board's request, have the child, for whom such an allowance is made or paid, examined by a doctor or another competent specialist designated by the Board.

Failure by an applicant or recipient to observe the requirements of the first paragraph is a ground on which the child may be declared to have ceased to be a handicapped child :

(a) effective from the date on which such an allowance would have become payable, if not already payable ; and

(b) in other cases, effective from the date set for the examination.

#### **DIVISION IV PRESUMED APPLICATION FOR AN ALLOWANCE**

**24.** Persons who receive an allowance in respect of one or several children under the Family Allowance Act, 1973 (S.C., 1973-74, c. 44), for a given month, are presumed to have made for such months, and those which follow, an application in accordance with section 8 of the Act in respect of these children.

**25.** Notwithstanding section 24, before paying the allowance or in order to continue paying it, the Board may require, in whole or in part, from the persons contemplated in this section, the information, documents, proof and oaths contemplated or enumerated in sections 10 and 17 to 20.

#### **DIVISION V PAYMENT**

**26.** The allowance is due at the beginning of each month, but payment thereof is made by cheque not later than the last day of the month during which it becomes due.

However, when the payment of an allowance is authorized by the Board after the end of the month for which the first payment thereof is payable, the monthly payments shall commence with the month following the authorization and the payments for the preceding months shall be paid in a lump sum in the shortest time.

**27.** Where, following the receipt of an application for an allowance, the Board is not or is no longer satisfied with the proof an applicant has furnished in relation to his right to the allowance in respect of a child, it may require from such applicant any additional information or document respecting the establishment of proof of such right or the maintenance of such right.

Moreover, where the Board is of the opinion that an applicant is not or is no longer entitled to the allowance, or has not provided proof of such right, it must refuse or cease, as the case may be, to pay him the allowance and so advise him in writing.

**28.** The Board may, on its own authority or upon request, change the amount it pays to a person as allowance or suspend payment thereof in order to take into account a birth, death, change of age or any other circumstance justifying a change in the amount of the allowance or a suspension thereof.

**29.** Every person who wishes to receive payment of an allowance until then granted to another person must, with due dispatch, advise the Board of his right and produce proof thereof.

**30.** Where a person to whom an allowance is granted is unable to administer it or does not use it for the welfare of the child and family, the Board may, under the circumstances it determines, designate an administrator to whom the allowance shall be paid or suspend payment thereof.

Similarly, where the person to whom an allowance is paid dies, the Board may suspend such allowance or designate, in the child's best interest, an administrator to whom the allowance must be temporarily paid afterwards.

This rule applies to allowances unpaid at the time of death as well as to future allowances.

**31.** The Board may, at all times, call upon the administrator it has designated under section 30 to account for the use of the allowances paid to him.

**32.** Where, as a result of the revalorization prescribed in section 5 of the Act or for any other reason, the amount of the allowance to be paid in respect of a child for a given month is an amount including more than 2 decimals, the second decimal shall be increased by one unit if the third decimal is a figure equal to or greater than 5.

In all cases, only the first 2 decimals are retained.

#### **DIVISION VI SUSPENSION OF PAYMENT OF AN ALLOWANCE**

**33.** In addition to the cases stated in sections 28 and 30, where the eligibility of a person to receive or to continue to receive an allowance has not been established to the satisfaction of the Board, the latter may suspend payment of the allowance until proof of such eligibility has been so established.

**34.** The Board may suspend the allowance during the period of investigation necessary to determine whether a person absent from Québec is still entitled to an allowance or whether the child absent from Québec may render another person eligible to receive an allowance.

**35.** Should the payment of a suspended allowance be resumed, the allowance is payable for the suspension period during which the beneficiary was entitled thereto.

#### **DIVISION VII NOTICE OF REFUSAL**

**36.** The Board must, in writing, give notice to the applicant or beneficiary, as the case may be, of its decisions concerning the refusal, termination, change or suspension of the allowance and of his right to apply for the review thereof within the time period prescribed in section 18 of the Act.

#### **DIVISION VIII APPLICATION FOR REVIEW**

**37.** Every application for review under the Act must be made on the form prescribed by the Board and contain the reasons invoked in support thereof.

#### **DIVISION IX REPAYMENT OF DEBT**

**38.** The Board may repay a debt of less than 200 \$ and payable under section 14 of the Act if it deems that the amount may be recovered in view of the circumstances or that the recovery fees might be equal to or higher than such amount.

#### **DIVISION X SIMILAR PLAN**

**39.** A plan established by the Parliament of Canada or by the legislature of another province is deemed similar within the meaning of section 23 of the Act when it provides for the payment of a benefit similar in nature to the allowance payable under the Act in respect of children under 18 years of age.

#### **DIVISION XI INDEXATION OF ALLOWANCES**

**40.** Effective upon 1 January 1975, the amount of the allowance contemplated in section 26 of the Act must, at the beginning of each year, be readjusted according to the method stipulated in section 5 of the Act.

**41.** The monthly allowance provided for in the Family Allowances Act, 1973 (S.C., 1973-74, c. 44), referred to in section 26 of the Act, shall be payable at the rate of 12 \$ for the first child, 18 \$ for the second, 36,95 \$ for the third and 46,05 \$ for every child after the third ; such allowance shall be increased by 5 \$ for every child at least 12 years of age. Such allowance is amended so that 13,08 \$ shall be payable for the first child, 19,62 \$ for the second, 40,28 \$ for the third and 50,19 \$ for every child after the third ; such allowance shall be increased by 5,45 \$ for every child at least 12 years of age.

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O.C. 1087-74, (1974) 106 O.G. II, 1565  
 O.C. 3246-74, (1974) 106 O.G. II, 1529  
 O.C. 4747-74, (1974) 106 O.G. II, 5401  
 O.C. 839-75, (1975) 107 O.G. II, 1235  
 O.C. 5606-75, (1975) 107 O.G. II, 6481  
 O.C. 962-80, (1980) 112 G.O. II, 1471  
 O.C. 2647-80, (1980) 112 G.O. II, 4115



c. A-18, r.1

## Regulation respecting the application of the Act to promote farm improvement

An Act to promote farm improvement  
(R.S.Q., c. A-18)

**1. Definitions and interpretation :** In this Regulation, unless the context indicates a different meaning, it is meant by :

(a) “Act” : the Act to promote farm improvement (R.S.Q., c. A-18);

(b) “Office” : the Office du crédit agricole du Québec having charge of the carrying out of the Act ;

(c) “principal occupation and principal activity” (subparagraphs *d, g, h, i* and *j* of the first paragraph of section 2 of the Act) : the fact that a person at the same time :

i. devotes the greater part of his time to his agricultural exploitation, account being taken of the nature of such exploitation ;

ii. derives the greater part of his revenue therefrom, except during the period when he converts the principal type of exploitation of his farm to another type of production, and only for the transitional period entailed thereby ;

iii. orders his time thereat to the extent required in the normal operation of his exploitation ; and

iv. is acknowledged in his milieu to be principally engaged in agriculture ;

(d) “cultivation of the soil” (subparagraph *a* of the first paragraph of section 2 of the Act) : exploitation of the soil for the purpose of producing crops to be transformed on the farm or sold in kind, and, accessorially, exploitation of the other resources of the soil ; maple production shall be considered as “cultivation of the soil” for the purposes of the Act, but exclusively silvicultural operations shall not be so considered ;

(e) “raising of livestock” (subparagraph *a* of the first paragraph of section 2 of the Act) : the raising of cattle, sheep, swine, fur-bearing animals, poultry, goats, rabbits, fish, bees and horses, except racehorses, or their utilization or utilization of their products ; the raising of all other animals or their utilization or utilization of their products as a secondary activity of the main operation is considered as “raising of livestock” ; the expression “utilization” ex-

cludes, in the case of horses, the conducting of races on racetracks ;

(f) “land improvement” (subparagraph 1 of the first paragraph of section 7 of the Act) : the purchase and planting of fruit trees, conifers, ornamental trees and shrubs, underground or surface drainage, clearing, removal of stones, levelling, erection of fences, digging of a farm pond, construction of a pond for raising fish, building of farm roads, bridges and culverts, improvement of farmyards, and soil disinfection to destroy nematodes ;

(g) “purchase or repair of farm implements, agricultural tools or machinery and farm equipment” (subparagraph 2 of the first paragraph of section 7 of the Act) :

i. the purchase or repair of farm tractors on wheels or rubber tracks of any power, tractors on steel tracks or bulldozers of a power not exceeding 50 kilowatts and trucks or pick-ups with not more than 2 axles only 1 of which is motorized, having a total loaded weight not exceeding 12 000 kilograms and intended for farming operations, but excluding station wagons, the purchase or repair of plows, rock pickers, harrows of all kinds, spreaders, seeders, planting machines, cultivators, rollers, mowers, conditioners, rakes, windrowers, stackers, stack movers, stack cutters, hay balers, elevators, dryers other than those contemplated in subparagraph ii, forage harvesters, conveyers other than those contemplated in subparagraph ii, ensiling machines, silo unloaders, combines, blowers, root crop diggers, graders, storage boxes, motors, dynamos, circular saws, chain saws, milking machines, dumping stations, bulk-milk coolers, irrigation equipment, bee-keeping material, material for raising rabbits, fur-bearing animals and fish, incubators, brooders, feed hoppers, drinking troughs or crates other than those contemplated in subparagraph ii, egg washers or cleaners and other poultry equipment and the purchase or repair of all other tools, implements, appliances and machines of a kind not usually attached to real estate or immoveable property ; also the purchase of parts intended for the repair of farm implements, agricultural tools or machinery and farm equipment and the work required for such repairs ;

ii. the purchase or repair of stable cleaners, milk pipelines, ventilation systems, stalls, restrainers, drinking troughs, milking parlor installations, hot water tanks, bulk-milk coolers capable of being fixed to a cement base, dry-sow crates, farrowing crates, feed hoppers capable of being installed in piggeries, air intake systems for greenhouses, furnaces for greenhouses, refrigeration or air conditioning systems for fruit and vegetable warehouses, corn, hay or tobacco dryers, corn cribs, sugaring equipment, conveyers capable of being used inside a barn, grain silos or feed bins, grinders capable of being fixed to an immovable, feed conveyers, automatic feeders, silage distributors and all other implements, agricultural tools, appliances and machinery capable of being attached to real estate or immovable property, intended for use on a farm, but excluding a farm electric system ;

(h) “breeding stock” (subparagraph 3 of the first paragraph of section 7 of the Act) : male and female animals of any age intended for breeding bovines, sheep, swine, fur-bearing animals, goats, rabbits, fish, bees and horses, except racehorses ;

(i) “purchase, erection or improvement of farm buildings” (subparagraph 4 of the first paragraph of section 7 of the Act) : the erection, enlargement or repair of buildings on the farm of which the borrower is owner or lessee and including : dairy and milk cooler installation ; silo ; shelter for farm implements ; shed ; hen-house ; piggery ; manure pit ; sugar-house ; barnstable ; farmhouse, sanitary equipment or heating system ; storehouse for vegetables ; storehouse for apples ; greenhouse ; tobacco dryer ; sheepfold ; shed for fur-bearing animals ; cold-storage warehouse ; apiarist’s laboratory ; garage ; corn dryer ; one or more additional housing units for farm help ; any other building useful or necessary for the farming operation. These expressions also include the purchase of any of the abovementioned buildings and any other farm buildings situated elsewhere than on the farm of which the borrower is owner or lessee but intended to be transported thereto, their transport to the farm operated by the borrower and their installation for purposes of operating the said farm or to house the borrower or his farm help ; the purchase and installation of prefabricated houses whose outside dimensions must not measure less than 7,3 metres in frontal width or in depth, to house the borrower or his farm help the improvement, for lodging purposes, of one or more of the borrower’s houses situated on the farm of which he is owner or lessee ; and annexes, additions or inside or outside repairs to one of the buildings and dwellings mentioned in this subparagraph ;

(j) “purchase of additional land” (subparagraph 9 of the first paragraph of section 7 of the Act) : the purchase of a farm or of a piece of land, with or without building, and constituting an addition or complement to an existing farm ;

(k) “person” : a farmer, an aspiring farmer, joint borrowers, an agricultural operations cooperative, a corporation for agricultural operations and an agricultural operations partnership ;

(l) “common law consort” : a person living habitually with another of different sex as husband and wife without their being legally married together.

All other words and expressions already defined in section 2 of the Act, where used in this Regulation, have the same meaning and refer to the same things as the said section 2.

**2. Lease of a lessee or emphyteutic lessee of a farm :** (section 8 of the Act) : The lease of a lessee or emphyteutic lessee of a farm must be registered by notarial deed or by deed under private seal which must be registered at the registry office of the division where the farm which is to be leased is situated ; the unelapsed term of the lease must be at least as long as the duration of the loan but, in the case of a farm lessee’s lease, the optional period of renewal allowed to the lessee in the lease if need be shall also be taken into account provided he undertakes in writing to avail himself of the option and to comply, within the prescribed time limit, with the formal procedures required to exercise the option as well as, before expiry of the initial term of the lease or the renewed term of the lease, as the case may be, to register a statement containing those facts and a description of the farm in accordance with article 2168 of the Civil Code.

A copy of the lease or, as the case may be, of the emphyteutic lease bearing a registration certificate must be supplied to the lender who will keep it for the duration of the loan.

**3. Loan to an aspiring farmer** (subparagraph *d* of the first paragraph of section 2 of the Act) : When a person applies for a loan as an aspiring farmer, he must, in addition to meeting the other conditions for obtaining it, provide the lender with a written undertaking, in the proper part of Form MT-1, to make farming his principal occupation within a delay which must not exceed 5 years after :

(a) the date of the first of any loans contracted by him either as an aspiring farmer under the Farm Credit Act (R.S.Q., c. C-75), the Act to promote long term farm



credit by private institutions (R.S.Q., c. C-75.1), the Act to promote farm improvement (R.S.Q., c. A-18) or the Act to promote credit to farm producers (R.S.Q., c. C-77) or as an individual whose principal occupation is not farming under Part IV of the Farm Credit Act (R.S.C., 1970, c. F-2), or the date on which a grant has been made to him as an aspiring farmer under the Act to promote the development of agricultural operations (R.S.Q., c. M-36), whichever came first ; or

(b) the date on which he contracts a loan under the Act, if he has not yet contracted any loan or has not received any grant as an aspiring farmer under one of these 6 Acts.

However, if he applies for such a loan for the first time, he must also show that the resources of the farm for which the loan is requested are such as to allow the Office to expect that the applicant will be able to make farming his principal occupation within the delay stipulated in the first paragraph.

A physical person who has ceased to be an aspiring farmer may recover his status of aspiring farmer provided that he proves to the Office that he ceased to be an aspiring farmer for a valid reason and that he has repaid any loan contracted under one or other of the Acts mentioned in subparagraph *a* of the first paragraph. If he has again begun to make farming one of his occupations, but not the principal one, and if he then applies for a loan, he shall be considered as having the status of aspiring farmer for the first time.

An aspiring farmer to whom a loan has been granted must, within 30 days of the expiry of the delay stipulated in the first paragraph, send his lender and the Office by registered or certified mail, a solemn declaration stating that he is making farming his principal occupation and the date on which he began to do so ; however, such declaration may be submitted at any time before the said delay if the aspiring farmer began to make farming his principal occupation before that delay.

If an aspiring farmer has not made farming his principal occupation within the delay stipulated in the first paragraph, he loses the benefit of the period allowed him to repay his loan, and the lender must demand the immediate and integral repayment of any balance and interest owing on such loan, unless, in accordance with the Office's opinion, the lender decides otherwise.

**4. Filing of documents :** The lender must ask every applicant for a loan or borrower to submit all documents in-

cluding those contemplated in section 12, which enable him to ascertain that such person or borrower fulfils or continues to fulfil the provisions of the Act and the Regulation and so that he shall be able to supply them to the Office at any time at the latter's request or at the time of a claim for repayment of a loss ; without restricting the generality of the foregoing, the lender may require that the following documents be filed for purposes of verification :

(a) **in the case of a corporation for agricultural exploitation :**

- i. the letters patent and additional letters patent if any ;
- ii. a copy of the register of shareholders certified by the secretary of the corporation ;
- iii. a certificate of compliances of the corporation recently issued by the Ministère des Institutions financières et Coopératives ;
- iv. financial statements, i.e. a balance sheet and statement of profits and losses for the last fiscal year and, in the case of a new corporation, a *pro forma* balance sheet and a plan of operations ;

(b) **in the case of an agricultural exploitation partnership :**

- i. the contract by which the partnership was formed, and any subsequent agreement ;
- ii. the list of members showing the financial participation of each ;
- iii. financial statements, i.e. a balance sheet and statement of profits and losses for the last fiscal year and, in the case of a new partnership, a *pro forma* balance sheet and a plan of operations ;

(c) **in the case of an agricultural operations cooperative :**

- i. in the case of a cooperative agricultural association, a certified copy of the notice given by the Minister of Financial Institutions and Cooperatives under section 7 of the Act respecting cooperative agricultural associations (R.S.Q., c. S-24) or, in the case of a cooperative association, a certified copy of the approval notice provided for in section 8 of the Cooperative Association Act (R.S.Q., c. A-24) and, in each case, a proof that the notice in question has been duly published in the *Gazette officielle du Québec* ;
- ii. a list, certified by the secretary of the cooperative agricultural association or of the cooperative association, as the case may be, of the shareholder-producers with the number of ordinary shares held by each or, as the case

may be, of the members and of the number of common shares held by each ;

iii. financial statements, namely a balance sheet and statement of profit and loss for the last financial year ; or, in the case of a new agricultural operations cooperative, a *pro forma* balance sheet and an operations estimate ;

iv. a certificate of compliance issued within the last twelve months by the Ministère des Institutions financières et Coopératives ;

**(d) in the case of the joint borrowers :**

i. their joint exploitation contract and any subsequent agreement, if applicable ;

ii. if no such contract exists, a solemn declaration signed by all the borrowers acknowledging the existence of their joint exploitation and including in addition the following : the date on which such exploitation began, each borrower's interest in the joint exploitation and the proportionate value of such interest, the proportions in which the income and expenses of the totality of the jointly exploited farms are shared and an undertaking to continue the joint exploitation during a period which must be no shorter than that of the loan.

**5. Agricultural exploitation partnership contract :** The agricultural exploitation partnership contract required under subparagraph *i* of section 2 of the Act shall, in particular, contain provisions relating to the following questions, to the satisfaction of the lender :

(a) term of the partnership : the unexpired term shall not be less than the term of the loan, unless the lender, with the approval of the Office accepts a shorter term ;

(b) interest held by each partner and the percentage of the total partnership interest constituted thereby ;

(c) profit and loss share by each partner if such share be unequal.

**6. Subsidy quotas and quotas** (subparagraph 8 of the first paragraph of section 7 of the Act) :

(1) When a person applies for a loan for the purchase of subsidy quotas or quotas, he must show the lender that as a result of such purchase he will hold a sufficiently high marketing quota to enable him to dispose of his entire production and thereby discharge his obligations.

(2) For the application of subparagraph 8 of the first paragraph of section 7 of the Act, only the purchase of subsidy quotas and quotas for industrial milk or fluid milk, poultry or consumer eggs or any other quota allotted

under the Farm Products Marketing Act (R.S.Q., c. M-35) shall be the object of a loan.

(3) If a borrower sells or otherwise disposes of subsidy quota or a quota which he purchased by means of a loan, he shall immediately reimburse the lender the outstanding balance of the said loan relative to that part of the loan obtained for such purchase.

**7. Need for a loan :** In judging need for a loan, the lender will take into account the borrower's overall financial situation and also the use he intends to make of the loan.

Every applicant for a loan shall declare in his application his revenue, his investments and available assets and his other assets so that the lender can judge his need for a loan.

Subject to subsection 3 of section 10, if the lender has any doubts in judging the need for a loan, the application must be referred to the Office for its opinion before the loan is granted.

This section does not apply to a loan contracted on or after 1 August 1978.

**8. Security for loans** (section 8 of the Act) : The livestock or other articles purchased out of the proceeds of a loan contracted for any of the purposes mentioned in subparagraphs 2 and 3 of the first paragraph of section 7 of the Act, with the exception of bees and parts intended for repairing farm implements, agricultural tools or machinery and farm equipment, must be the object of a pledge of agricultural property or of assignment under section 88 of the Bank Act (S.C., 1980-81, c. 40) in favour of the lender.

When a loan is contracted for one of the purposes mentioned in the other subparagraphs of the first paragraph aforesaid section 7, for repairing farm implements, agricultural tools or machinery and farm equipment or to buy bees and if it exceeds 3 000 \$, the borrower must, for the part of the loan exceeding 3 000 \$, provide movable or immovable securities or security in the form of a suretyship by a third party. If the loan does not exceed 3 000 \$, the lender is still entitled to require security.

In determining the said amount of 3 000 \$, any outstanding balance of a former loan or of a portion of a former loan contracted for one or more of the purposes contemplated in the second paragraph shall be considered as included in the new loan and shall be taken into account.

If the borrower is a corporation for agricultural operations, an agricultural operations cooperative or an agricultural operations partnership, the lender may require a personal commitment or suretyship from any shareholder, producer-shareholder or member, as the case may be, or partner of such corporation, cooperative or partnership.

Notwithstanding the first and second paragraphs where, in the case provided for in section 10 of the Act, a loan is contracted to repay the balance on a loan whose proceeds have been used in whole or in part for the purchase of livestock or other moveable property which, in accordance with the first paragraph, were the object of a pledge of agricultural property or an assignment under section 88 of the Bank Act, the livestock still owned by the borrower must again be pledged or assigned in favour of the lender and the moveable property must again be the object of a pledge of agricultural property in favour of the lender, as security for repayment of the loan, even if the latter is under 3 000 \$.

If the loan contracted for the purchase of additional land provided for in subparagraph 9 of the first paragraph of section 7 of the Act exceeds 3 000 \$, the borrower must furnish security by way of first hypothec on the additional land purchased with the said loan.

When property contemplated in subparagraph ii of subparagraph g of the first paragraph of section 1 has been assigned in accordance with section 88 of the Bank Act as security on a loan made by the bank, the lender must also comply with subsection 2 of section 89 of the said Act.

**9. Rate of interest :** The annual interest rate payable to a lender on a loan contracted on or after 1 November 1979 may not exceed the aggregate of  $\frac{1}{2}$  % per annum and the prime rate.

For the purposes of this section, "prime rate" means the prime rate, also called the "preferred rate", applied by the majority of chartered banks doing business in Québec. If the prime rate at the head office of one of them differs from the prime rate as defined in this paragraph, the said bank's prime rate is the one which shall apply to that bank.

Within the 15 days following any change in the prime rate as defined in the second paragraph, the Office shall notify each bank thereof at its head office or principal place of business in Québec and it shall also notify each Federation of credit unions. Such notification shall state the change in the prime rate and the date of its coming into effect.

In the case of a loan accompanied by insurance on the borrower's life, the lender may, notwithstanding the first paragraph, charge additional interest not exceeding 1% per annum on the unpaid principal of such loan, provided that the lender pays the premium of the said insurance.

No fees, service or administration charges, commission or remuneration of any kind other than simple interest at the prescribed rate shall be payable to the lender for a loan as long as the borrower is not in default. Any procedure intended to increase the interest rate is prohibited. The

lender who thereby violates the Regulation shall suffer the loss of the government guarantee in respect of the loan.

For the purposes of this section, the expression "chartered bank doing business in Québec" means : a bank incorporated under an Act of Parliament of Canada, to which the Bank Act applies and having at least one of its branches in Québec.

## **10. Application for loan :**

(1) Every farmer or aspiring farmer who applies for a loan must submit an application on Form MT-1 ; if the applicant is a corporation, cooperative or partnership for agricultural operations, Form MT-1A must be used ; in the case of joint borrowers or a number of physical persons who are undivided owners of a farm and constitute a farmer within the meaning of subparagraph c of the first paragraph of section 2 of the Act, Form MT-1B must be used.

(2) The application for a loan referred to in subsection 1 shall be submitted to the lender before or within a period of time not exceeding 1 year after the purchase of farm implements, agricultural tools or machinery, farm equipment, parts intended for repairing them, breeding stock, farm buildings, subsidy quotas, quotas or additional land.

(3) Every application for a loan must be examined and verified by the lender and, if the loan is granted, the latter must certify that, to the best of his knowledge, the conditions and purposes of the loan are such as to justify the security in favour of the lender or, as the case may be, the lender's right to the insurance contemplated in section 4 of the Act respecting farm loan insurance and forestry-loan insurance (R.S.Q., c. A-29.1) and, where applicable, the repayment of 3% interest ; in particular, he must ensure that if the person who applies for a loan is a farmer, he meets the requirements of the Act.

When, on or after 15 December 1975, an application for a loan is submitted for the first time by a corporation, a partnership or an agricultural operations cooperative, by joint borrowers, by an aspiring farmer or by a number of physical persons who are undivided owners of a farm and who constitute a farmer within the meaning of subparagraph c of the first paragraph of section 2 of the Act, such application and all the documents which must accompany it in conformity with section 4, if applicable, must be sent by the lender to the Office to be studied and verified. The Office must make sure that the person applying for the loan is eligible for one and it must notify the lender of his eligibility before the latter can grant the loan. When any subsequent application for a loan is made by any person referred to in this paragraph, the lender shall study and verify the application and must make sure that the person

who submitted it complies with the requirements of the Act.

(4) Where a person converts the principal type of exploitation of his farm to another kind of production, he shall submit to the lender, in addition to his loan application, Form MT-11 duly signed by an agronomist from the Ministère de l'Agriculture, des Pêcheries et de l'Alimentation :

(a) containing a summary description of the planned exploitation conversion ;

(b) stating the time required to complete such conversion ; and

(c) proving that it is compatible with the objectives of the said Department for the region concerned and that it accords with the rational management of such person's exploitation.

**11. Prior authorization of the Office :** In addition to the case provided for in subsection 3 of section 10, if a loan is requested for more than 50 000 \$ including the amount of current loan applications and the principal balance on any previous loan owing by the applicant and determined in the manner provided for in section 5 of the Act, the application must first be submitted to the Office for approval and, if it is approved, the lender must be informed thereof before the loan is granted.

## **12. Proof of loan :**

(1) The Office shall have the right to investigate, as to the borrower and as to the lender, with respect to the loan and the use made of the amount borrowed.

(2) The borrower shall furnish the lender with receipts, invoices or cashed cheques or other vouchers attesting to the complete payment of expenses incurred by the borrower for the purchase of property and the furnishing of services connected with the purposes provided for in section 7 of the Act.

(3) If a loan is obtained for the purchase of a subsidy quota or quota, the borrower shall furnish the lender a document issued by an organization empowered to authorize the transfer and stating that the said organization agrees to the assignment to the borrower of such subsidy quota or quota.

If the assignment concerns a consumer milk quota and the borrower has a milk surplus which he makes use of for processed milk, he shall also furnish the lender with a document issued by an organization which agrees to the assignment of the said quota, certifying that the borrower holds a subsidy quota or a marketing quota for the said surplus.

**13. Criteria of need :** A borrower's need with respect to the repayment of interest contemplated in section 6 of the Act corresponds to his need for a sum of money to be used as working capital for the normal operations of his farm and the borrower remains eligible for such repayment of interest if the working capital does not exceed the amount contemplated in the second paragraph.

For the purposes of this section, the working capital is estimated as being :

(a) an amount which must not exceed the higher of the following amounts :

i. the case of a natural person who contracts a loan individually, 5 000 \$ or an amount equal to 15% of the gross annual agricultural income from the farm operated by the borrower ;

ii. in the case of joint borrowers or undivided owners considered as a farmer who contract a loan, an amount equal to 5 000 \$ multiplied by the number of farm operators who are part of such group or equal to 15% of the gross annual agricultural income from the farm operated by the borrower ;

(b) in the case of an agricultural operations corporation, an agricultural operations cooperative or an agricultural operations partnership, an amount not exceeding 15% of the gross annual agricultural income from the farm operated by the borrower.

To enable the Office to determine whether a borrower is eligible for the repayment of interest contemplated in section 6 of the Act, the borrower must state his available funds, investments and other assets in his loan application.

**14. Repayment of interest :** Subject to the second and fourth paragraphs, the amount equal to the fraction of interest repayable by the Government pursuant to section 6 of the Act is paid by the Office to each borrower upon receipt by the Office of a statement of each loan referred to in subsection 2 of section 15. However, that fraction of interest is repayable only on the first 15 000 \$ of the principal owing by such a borrower provided that the latter has paid the instalments of outstanding interest and principal on any loan owing.

A person who contracts a loan as an aspiring farmer is entitled to the repayment of interest provided for in section 6 of the Act on the balance only of such loan still outstanding on the date when the Office receives the declaration contemplated in section 3 of this Regulation, provided that he has made farming his principal occupation within the delay stipulated in the said section 3 and that the Office has obtained proof of this fact.

Effective from 1 May 1981, the first paragraph applies to a loan or its balance contracted before that date by a farmer or an aspiring farmer who has become a farmer where, because of the total annual non-agricultural income of the borrower's legitimate consort not judicially separated from bed and board or of his common-law consort living with him, this paragraph did not apply to that loan or balance before 1 May 1981.

For a loan contracted before 1 May 1981 by an agricultural operations corporation, an agricultural operations cooperative, an agricultural operations partnership, undivided owners considered as farmers pursuant to subparagraph c of the first paragraph of section 2 of the Act or by joint borrowers, the third paragraph applies *mutatis mutandis* to the part of the loan or balance corresponding to the percentage of interest in the agricultural operations corporation, agricultural operations cooperative or agricultural operations partnership, the percentage of the rights of ownership in the farm operated by undivided owners, or the percentage of the interest in an economic farm operated by such joint borrowers, held by a farm operator or a farmer where, because of the total annual non-agricultural income of the borrower's legitimate consort not judicially separated from bed and board of such an operator or farmer or of his common-law consort living with him, the first paragraph did not apply to that part of the loan or balance before 1 May 1981.

For the purposes of applying the fourth paragraph, the expression "percentage of interests in an agricultural operations corporation or in an agricultural operations cooperative" means the percentage of the number of shares issued for each category and held by a farm operator in an agricultural operations corporation or the percentage of the number of ordinary shares issued or of common shares, where applicable, held by such an operator in an agricultural operations cooperative in proportion to the number of shares issued by the corporation or to the total number of ordinary shares issued by the cooperative or, where applicable, of common shares held by all its members.

Subject to the second paragraph, a borrower who contracts a loan effective from 1 August 1978 must meet the criteria established in section 13 to be entitled to benefit from, with respect to such loan, the right to a repayment of interest referred to in section 6 of the Act and calculated in accordance with the first paragraph. However, each time the borrower no longer meets such criteria following a change in the gross revenues of the farm operated by the borrower or in his personal financial situation or that of the farm operators referred to in section 13, where applicable, he must immediately notify the Office thereof and ceases to be entitled to the repayment of interest on the

balance of the loan from the date on which such change arises or recurs.

A borrower who, at the time he contracts a loan or during the term of the loan, as the case may be, is not eligible or becomes ineligible for the repayment of interest contemplated in section 6 of the Act because he does not meet or no longer meets the criteria of need established in section 13, shall be entitled to such repayment, with respect to the balance of the loan, only from the date of receipt by the Office of a solemn declaration made by him and showing that, due to a change in the gross income of the farm operated by him or in his financial situation or that of the farm operators contemplated in section 13, as the case may be, he is now eligible for the said repayment.

**15. Note and acknowledgement of debt :** For the purposes of section 8 of the Act, the note shall be in accordance with Form MT-3 and the acknowledgement of debt shall be in accordance with Form MT-4.

**16. Forwarding of applications and reports :**

(1) The lender must forward to the Office a copy of each loan application form, including an application for repayment of interest (MT-1, MT-1A or MT-1B), at the latest during the second month following that in which final disbursement of the loan was made. If the lender fails to do this, he loses the Government guarantee as referred to in section 19 of the Act, with respect to this loan, unless he proves to the Office that, for serious reasons, he was unable to produce such application.

(2) The Office sends to each lender twice a year a statement of each loan granted by such lender showing, if applicable, the portion of interest that may be repaid to the borrower.

This statement shall be verified, completed, corrected if necessary, dated and signed by the lender and returned to the Office within 30 days of its reception.

(3) When a loan has been repaid in full, the lender shall immediately inform the Office thereof on Form MT-10.

**17. Reports to the Office :** Where a lender discovers that any statement in an application for a loan is false in any material respect or that a borrower has used the proceeds of a loan otherwise than for a purpose specified in the application, has abandoned his farm, has ceased to meet the conditions necessary to benefit from the Act or has relinquished the property constituting the lender's

security or when a borrower refuses or fails to supply the documents contemplated in sections 4 and 12, the lender may take any action it considers proper in the circumstances and shall immediately make a full report to the Office, which may request the lender to take any action or further action it may require.

### **18. Government guarantee :**

(1) The guarantee of the Government in favour of the lender subsists by the sole effect of the Act.

(2) Whenever, despite the fact that an application has been scrutinized and checked by a responsible officer of the lender with the care required of him by the lender in the conduct of its ordinary business, it is established that a loan has been obtained through a false declaration on an essential particular or that the proceeds of the loan have been used for a purpose other than that specified in the loan application, the liability of the Government to the lender under the Act shall not for that reason be discharged.

### **19. Readjustment of the terms of the loan :**

(1) When a borrower declares that he is unable to meet his obligations at maturity, the lender may make a new agreement with him to facilitate repayment of the loan. In such case, the borrower shall continue to benefit by the repayment of interest, provided that the delay granted does not extend the duration of the loan beyond the time fixed in section 9 of the Act and that the loan remains repayable in equal and consecutive monthly, quarterly, semi-annual or annual payments.

(2) When, at the end of the period prescribed in section 9 of the Act, a borrower has not discharged his obligations in full and the lender grants him a delay to repay the balance of the loan, the borrower is no longer entitled to the repayment of interest but the lender shall continue to benefit by the guarantee.

(3) Any delay so granted shall be notified by the lender to the Office by ordinary letter, within one month.

**20. Procedure in case of default :** When a borrower is in default with respect to a payment and the balance of the loan becomes payable, the lender may take such measures as it considers advisable :

- (a) to effect collection of the loan ;
- (b) to obtain any additional security ;
- (c) to realize on its security ; or

(d) to effect any compromise with a third person or to make him any concession ;

the whole without discharging the liability of the Government to the lender under the Act.

### **21. Claims :**

(1) A claim for the loss sustained by a lender in consequence of a loan guaranteed under the Act may be mailed to the Office, pursuant to Form MT-7, provided that :

(a) the lender has realized his security, unless he and the Office agree otherwise ;

(b) the lender has used all other means of recovery that he would consider necessary in the conduct of his ordinary business or which the Office may recommend ; and

(c) a period of 90 days has elapsed since the date when the balance of the loan was due to be repaid.

(2) The amount of the loss incurred by the lender shall include :

(a) the unpaid amount of the loan ;

(b) interest accrued but unpaid up to the time when the claim is approved for payment ;

(c) any unpaid taxed or taxable costs and any disbursements for or incidental to legal or other proceedings in connection with the loan ; and

(d) the legal fees, costs and disbursements, taxable or not, that the lender has actually incurred, whether there has been litigation or not, in recovering or endeavouring to recover unpaid loan or in protecting the interests of the Government, but only to the extent of the amount allowed by the official rates.

(3) Within 60 days after receipt of a claim, the Office shall approve payment thereof, provided that the loan and the claim were made in conformity with the Act and this Regulation, and payment shall be made without delay.

(4) Upon payment of the loss in respect of a loan guaranteed under the Act, the lender shall execute a receipt in accordance with Form MT-8 and mail it to the Office with the promissory note or acknowledgement of debt signed by the borrower, such note to be endorsed by the lender to the Government, without recourse, and such acknowledgement of debt to be delivered to the Government, the lender must then transfer to the Government, at the expense of the latter, any security held for the loan.

**22. Accessory conditions of a loan :** The borrower must insure and keep insured against fire, wind and lightning, in favour of the lender, for the term of the loan :

(a) the farm implements, agricultural tools or machinery and farm equipment contemplated in subparagraph i of subparagraph g of the first paragraph of section 1 if these constitute moveable securities contemplated in section 8 and the amount of the loan which is the object of such securities exceeds 15 000 \$ ;

(b) the breeding stock constituting moveable security contemplated in section 8 ;

(c) the property contemplated in subparagraph ii of subparagraph g of the first paragraph of section 1, namely the implements, appliances and machines capable of being attached to immoveable property, where such property is used as moveable security contemplated in section 8 ; and

(d) the buildings constituting immoveable security contemplated in the said section.

The property contemplated in subparagraph a of the first paragraph must be insured for an amount at least equal to the fraction of the loan exceeding 15 000 \$ and the property contemplated in subparagraphs b to d of the

said paragraph must be insured for the amount of the loan or balance thereof or for an amount equal to its insurable value, which is the actual value recognized in accordance with generally accepted standards by insurance companies.

In each of the cases referred to in the second paragraph, the indemnity from any insurance policy transferred as security on the loan must be stipulated as being payable to the lender in case of disaster, according to the rank the lender agrees to for adequate protection of his securities.

Where the securities contemplated in section 8 are given in the form of a pledge of agricultural property and consist of moveable property on an immoveable rented by the person who pledges them, the borrower must, before the loan is disbursed, notify the lessee thereof and furnish the lender written proof of such notice.

When a borrower who applies for a loan is engaged in a type of production controlled by a marketing quota, he must furnish the lender, before the lender grants him a loan, proof that he holds a sufficiently high quota to enable him to dispose of his entire production and thereby discharge his obligations.

To be completed  
in duplicate

**GOUVERNEMENT DU QUÉBEC**  
**APPLICATION FOR LOAN**  
under the

**MT-1**

(ss. 3, 10 and 16)

**Act to promote farm improvement (R. S. Q., c. A-18)  
and the Regulation respecting the application  
of the Act to promote farm improvement  
(R. R. Q., c. A-18, r. 1)**

(This form is to be completed and signed by a farmer or an aspiring farmer)

Account number:.....

This space reserved for the  
Office du crédit agricole du

File number:

### Applicative

### Applicativ

[illegible]

(1) **BORROWER:**

Date of birth

Day	Month	Year
-----	-------	------

(Social insurance No.)

(Agricultural Producer's No.)

(Name)

(Given names)

(Postal address: R.R., Range, Parish)

(County and Postal Code)

(Telephone)

If borrower already has a file at the  
Services des prêts garantis, give number: .....

The borrower is : (answer A and B)

A - a farmer

- an aspiring farmer

B - owner

- lessee or emphyteutic tenant
- holder (of Crown lands under location ticket)
- occupant (Veterans' Land Act)

(Check)

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Reserved

☐

(2) LOAN REQUESTED:

Amount \_\_\_\_\_ \$ repayable in \_\_\_\_\_

cents

equal and consecutive, monthly 1, quarterly 2,  
semi-annual 3 or annual 4.

instalments of \_\_\_\_\_ \$

cents

the first of which will fall due on \_\_\_\_\_ 19\_\_\_\_\_

Reserved  
\_\_\_\_\_  
Day Month Year making a repayment period of  
Reserved  
\_\_\_\_\_ years and \_\_\_\_\_ months (months):

plus interest at a rate which varies ☐ or is fixed at ☐  
.....% per annum, payable at the same time as the instalments in repayment of the principal,

and (if applicable) .....% for the life insurance the premium of which is paid by the lender.

Reserved      Reserved  
Security Interest

**Reserved**

**DESCRIPTION OF OPERATION**

Operation	OCAG	Cost	Revenue
Code	Total area	Area under	Lease (Yr.)

(3) **PURPOSES OF THE LOAN** (section 7 of the Act and subparagraphs f to j of the first paragraph of section 1 of the Regulation).

Note: Mention the proposed expenditure for each purpose or an estimate of the cost of the improvements and.

- in the case of livestock purchases, state the number and kind, whether dairy or beef;
- in the case of farm implements or machinery, give description, number and make;
- in the case of improvements to land or buildings, give description and details;
- in the case of purchase of subsidy quotas or quotas, state kind of quota and quantity.

[illegible]



(4) DOCUMENT IN EVIDENCE OF EACH LOAN  
(section 8 of the Act) :

Note ☐  
 Acknowledgement of debt ☐  
 Deed of loan ☐

## (5) KIND OF SECURITY (section 8 of the Regulation) :

Assignment ☐  
 Pledge ☐  
 Other movable security ☐  
 Hypothec ☐  
 Surety by third party ☐

## (6) DETAILS OF SECURITIES: (State the nature and value of the securities and briefly describe them)

.....  
 .....  
 .....  
 .....

## (7) DETAILS OF THE OPERATED FARM, which is situated in the County of .....

## A) Owner and description:

Name(s) of owner(s)	Lot numbers	Range	Municipality or township	Area (hectares)*	
				Total	Cultivated
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....

\* 1 acre = 0.405 hectare  
 1 arp. = 0.342 hectare

## B) Use made of land under cultivation

Crop	Hectares	Crop	Hectares	Crop	Hectares
Hay .....	.....	Sugar beets .....	.....	Others .....	.....
Grain .....	.....	Grain corn .....	.....	.....	.....
Silage .....	.....	Potatoes .....	.....	.....	.....
Pasture .....	.....	Orchard .....	.....	.....	.....

## C) Insurance against fire, wind and lightning on property which is the object of securities in favour of the lender: ..... \$

D) Crop insurance: yes ☐ no ☐ Farm income stabilization insurance (F.I.S.I.) yes ☐ no ☐E) Indicate number of loan if the farm is mortgaged to the Office du crédit agricole du Québec .....  
or to the Farm Credit Corporation (Federal) .....F) Is the loan from the Office or the Corporation secured by a pledge? yes ☐ no ☐

## (8) A) LIST OF CURRENT FARM IMPROVEMENT LOANS: (Including loan applications under consideration, any loan of which the borrower has assumed payment any loan owed by the latter as an individual (farmer or aspiring farmer) and any loan he has obtained as member of a group (joint borrowers). In this last case, mention only the borrower's share of such group's liability.)

Name of lender	Term of loan	Amount granted	Balance outstanding
.....	.....	..... \$	..... \$
.....	.....	..... \$	..... \$
.....	.....	..... \$	..... \$
.....	.....	..... \$	..... \$
.....	.....	..... \$	..... \$
.....	.....	..... \$	..... \$
.....	.....	..... \$	..... \$
.....	.....	..... \$	..... \$
.....	.....	..... \$	..... \$
.....	.....	..... \$	..... \$

## B) If the borrower has ever been refused an application for a loan under the Act to promote farm improvement, state by whom and, if possible, why : .....

(9) **INVENTORY** (Livestock, machinery and implements used to operate the farm described in section 7 (A))

Kind	Number	Present value
<b><u>LIVESTOCK</u></b>		
Dairy cows	.....	\$ .....
Other dairy cattle	.....	.....
Beef cows	.....	.....
Other beef cattle	.....	.....
Sows	.....	.....
Piglets	.....	.....
Hogs	.....	.....
<b><u>POULTRY</u></b>		
Hens	.....	.....
Broiler chickens	.....	.....
Turkeys	.....	.....
Others	.....	.....
<b><u>OTHER LIVESTOCK (specify)</u></b>		
.....	.....	.....
.....	.....	.....
Total (a)		\$ .....
<b><u>MACHINERY AND IMPLEMENTS</u></b>		
Tractor(s)	.....	\$ .....
Truck	.....	.....
Automobile	.....	.....
Other farm implements	.....	.....
Total (b)		\$ .....

Total (a + b) ..... \$

(10) **BORROWER'S DEBTS**

The annual reimbursement must include interest

Name of creditor	Balance	Annual reimb
<b><u>HYPOTHECARY DEBTS</u></b>		
.....	\$ .....	\$ .....
.....	.....	.....
.....	.....	.....
.....	.....	.....
<b><u>DEBTS ON LIVESTOCK</u></b>		
.....	.....	.....
.....	.....	.....
.....	.....	.....
<b><u>DEBTS ON MACHINERY</u></b>		
.....	.....	.....
.....	.....	.....
.....	.....	.....
<b><u>OTHER DEBTS</u></b>		
.....	.....	.....
.....	.....	.....
.....	.....	.....
Total		\$ ..... \$ .....

## (11) Borrower's net worth

<b><u>AVAILABLE FUNDS AND INVESTMENTS</u></b>	
Money on hand or in bank	\$ .....
Accounts receivable	\$ .....
Shares, bonds and other securities	\$ .....
Hypothecary loans	\$ .....
Other loans or claims	\$ .....
Sub-total	\$ .....
<b><u>OTHER ASSETS</u></b>	
Farm described in section 7 (A) including buildings but not rented property	\$ .....
Livestock described in section 9	\$ .....
Machinery and implements described in section 9	\$ .....
Crops for sale	\$ .....
Other property including any other immovables not mentioned in section 7 (A) (specify)	.....
.....	\$ .....
Total assets	\$ .....
Less total debts listed in section 10	\$ .....
Net worth	\$ .....

## (12) Income and expenses for the year 19 .....

<b><u>INCOME FROM FARMING OPERATION</u></b>	
Sale of crops	\$ .....
Sale of livestock	.....
Sale of dairy products	.....
Sale of poultry products	.....
Sale of fruits and vegetables	.....
Other agricultural income (specify)	.....
.....	.....
Total gross income	\$ .....
Operating expenses	\$ .....
Excess of receipts over expenses (a)	\$ .....
<b><u>INCOME FROM OTHER SOURCES</u></b>	
rents, interests, dividends, off-farm work, etc (specify)	\$ .....
.....	.....
Family allowances	\$ .....
Total (b)	\$ .....
Total available income (a + b)	\$ .....
Estimated cost of living	\$ .....

(13) For the current year, the borrower estimates his gross agricultural income at ..... \$ and his total agricultural expenses at ..... \$ leaving an estimated net income of ..... \$

(14) The borrower is married ☐ single ☐ a widower or widow ☐ separated ☐ divorced ☐ and has ..... dependants of whom ..... are children under 16 and ..... are boys over 16 living at home.

The borrower is married to ..... under the regime of community of property ☐ separation of property ☐ partnership of acquests ☐

(15) The borrower has dwelt on the operated farm since ..... 19..... if he lives elsewhere, state the distance between his residence and the farm .....

(16) The borrower himself has operated the farm as owner ☐ lessee ☐ or emphyteutic tenant ☐ since ..... 19..... before that, he operated a farm at ..... (Parish) ..... for ..... years. (County)

(17) A) If, besides operating the farm described in 7 (A) the borrower has regular ☐ casual ☐ full-time ☐ part-time ☐ employment  
State the employer's name .....  
The line and type of work: .....  
Number of hours per day: ..... days per week ..... weeks per year ..... that he spends at it, and the gross weekly ☐ monthly ☐ or yearly ☐ salary he derives therefrom ..... \$

B) Gross annual non-agricultural income of borrower's legitimate and not judicially separated consort or common law consort living with him: ..... \$

(18) If, in section 1, the borrower has declared himself a lessee or emphyteutic tenant, give the following information:

A) Concerning the lease

Lot number(s) to which it refers	Date of lease	Registration number	Total duration of lease	Date of expiry	Number of months to run before expiry
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....

B) Name and address of the owner of the rented farm or of the lessee of the farm which is the object of an emphyteutic lease: .....

C) Amount of annual rent or emphyteutic rent ..... \$

D) In the case of a lessee, indicate likelihood of his lease being renewed .....

(19) A) State borrower's principal agricultural production (dairying, raising beef cattle, hogs, sheep or poultry, growing cereals, grain-corn, forage or apples, market vegetables, etc) .....

B) If the borrower is engaged in one or more productions subject to a marketing quota, he must furnish proof to the lender that he holds the appropriate quota(s)

Indicate nature and volume Milk ..... poultry meat .....  
consumer eggs ..... other .....

C) In the case of conversion of the operation, has the borrower submitted Form MT-11? ..... (Filing of the said form is compulsory)

D) Does the borrower hold an operating permit from the **Ministère de l'Environnement**? yes ☐ no ☐

(20) If the borrower has ever been legally dispossessed or has availed himself of the legislation governing voluntary deposits or been adjudged bankrupt or made an assignment or has a judgment or legal proceedings pending against him or if the **Office du crédit agricole du Québec** has repaid, on his behalf, a loan guaranteed by the Government, give details: .....

(21) If the purpose of the loan is to defray expenses already incurred or pay for purchases already made, give the date of each bill: .....

## (22) DECLARATION AND UNDERTAKING BY THE BORROWER:

I hereby request a loan under the **Act to promote farm improvement** and declare that I have no other debts than those mentioned in this application and that the livestock, farm implements, agricultural tools or machinery, farm equipment or other property pledged or to be pledged as security to the lender are not encumbered by any previous lien, assignment, hypothec or pledge, except for the following (if there are none, write "none") :

I also declare that the livestock or other property purchased or to be purchased with the proceeds of the loan will be used on the farm which I operate and that the improvements or repairs described in this loan application have been or will be made on the said farm.

If the loan is granted

A) I undertake to use the proceeds of the loan solely for the purposes stated in this application:

B) I undertake to deliver to the lender all receipts, invoices, cashed cheques or other vouchers attesting to the payment in full of the expenses incurred to buy the property described in section 3 and, as the case may be to carry out the works described in the said section and to pay for the services performed in connection with the purposes stated in this application; and, in the case of purchase of subsidy quotas or quotas, I undertake to produce proof that I obtained their transfer from duly authorized bodies;

C) If one or more of the lots described in section 18 (A) is the object of a lease which provides for a period of renewal at the option of the lessee, I undertake to avail myself of such option if, at the expiry of the initial period of the lease, this loan has not been repaid;

D) I undertake to take out, maintain, renew if necessary, and make over to the lender as beneficiary in conformity with section 22 of the **Regulation** the insurance required on the property which is the object of an assignment, hypothec or pledge granted or to be granted to the lender as security for this loan, should it so happen, failing which the lender may have the said property insured to his satisfaction and at my expense;

E) I undertake to furnish the lender the securities prescribed herein which could not be given when the loan was granted and, for such purpose, I hereby appoint as my authorized representative the person presently acting as manager or director of the above-mentioned branch of the bank or credit union to give such guarantees to the bank or credit union, as the case may be, in my name and to sign or endorse and hand over all deeds or documents attached thereto.

F) I agree that the lender's claim resulting from this loan is and remains indivisible for the entire duration of the loan and that it may be demanded in full from any one of my heirs or assigns in conformity with Article 1123 of the Civil Code;

G) I undertake not to encumber, alienate or diminish in any way, without the lender's consent, and as long as I am indebted to him for the present loan, the livestock, farm implements, agricultural tools or machinery and farm equipment purchased with the proceeds of the loan or pledged as security for it.

H) If security is required in the form of assignment under section 88 of the Bank Act (S.C., 1980-81, c. 40) or by hypothec or pledge, authorizes the lender to have the necessary searches and appropriate entry or registration made and to ascertain to his satisfaction the validity of the titles and the hypothecary statement of the immoveable security and the encumbrances on it and agrees to reimburse him for the costs thereby incurred :

I) If any of the property on a leased immoveable is pledged, I undertake to notify the lessor of the fact and to provide the lender with written proof of such notification before the loan is disbursed.

J) I authorize the lender in case of default of repayment of the loan, to publicly or privately sell or cause to be sold any given security and the property relative thereto, the proceeds of each sale less the subsequent expenses to be debited to me without any decrease in my responsibility for the balance.

K) I authorize the lender to supply any employee of the **Office du crédit agricole du Québec** or the **Ministère de l'Agriculture, des Pêcheries et de l'Alimentation** with all information requested in connection with the loan hereby requested or with any of my dealings with the lenders.

## (23) APPLICATION TO THE OFFICE DU CREDIT AGRICOLE DU QUEBEC FOR REPAYMENT OF 3% INTEREST, IF NEED BE

I wish to take advantage of the benefits of the **Act to promote farm improvement** and I undertake to comply with all its conditions and the Regulation made under it and, specifically, to notify the **Office** if as soon as the situation referred to in section 14, of the said **Regulation** concerning the consort's income arises or recurs. I also undertake to give all information requested and to sign, for the above-mentioned purposes, any other documents required by the lender or the **Office** and I authorize the latter as well as the lender to make any enquiries, including an inspection of my operation, for all authorized purposes with respect to the loan constituting the object of this application.

## (24) OTHER DECLARATIONS AND UNDERTAKINGS ACCORDING TO WHETHER THE BORROWER IS A FARMER OR AN ASPIRING FARMER

## A) IN THE CASE OF A FARMER:

I declare that I am a farmer within the meaning of the **Act to promote farm improvement**, that is to say that I am a person who, at the same time, devotes the major part of his time to his farming operation, account being taken of the nature of the said operation, derives the greater part of his revenue therefrom, orders his time thereat to the extent required in the normal operation of the farm and is acknowledged in his milieu to be principally engaged in agriculture. I undertake to maintain my status of farmer in accordance with the aforesaid **Act** until the loan has been fully repaid and, in the event of a change in my occupation, to notify immediately my lender and the **Office**.

Signed this ..... day of ..... 19 .....

(Signature of borrower who is a farmer)

## B) IN THE CASE OF AN ASPIRING FARMER

I declare that I am an aspiring farmer within the meaning of the **Act to promote farm improvement** and I undertake :

- i) to continue to devote myself to agriculture ;
- ii) to make agriculture my principal occupation as defined in subparagraph c of the first paragraph of section 1 of the **Regulation** concerning the said **Act** within a period ending on
- iii) within 30 days of the date on which I begin to make agriculture my principal occupation, to send to the lender and to the **Office du crédit agricole du Québec**, by registered or certified mail, a solemn declaration informing each of them of that fact and of the date thereof ;
- iv) and, subsequently, to maintain my status of farmer in conformity with the said **Act** until the loan has been fully repaid.

In the event of a change in my status of farmer or aspiring farmer as the case may be I will immediately notify the lender and the said **Office**.

I undertake to repay immediately the balance of the loan which is the object of this application if I fail to fulfil one or more of the undertakings provided for in the preceding paragraphs

Signed this ..... day of ..... 19 .....

Signature of a borrower who is an aspiring farmer

(25)

**DECLARATION OF BORROWER**  
(farmer or aspiring farmer)

I declare that all the information contained in this loan application is, to the best of my knowledge, complete, true and exact in every respect.

.....  
(Place)

.....  
(Date of loan application)

.....  
(Witness to the signature)

.....  
(Signature of borrower)

(26)

**CERTIFICATE OF A RESPONSIBLE OFFICER OF THE LENDER**

I hereby certify that I have examined and verified the above application with the care required of me by my employer in the conduct of my normal duties and to the best of my knowledge the conditions and purposes of the loan granted in accordance with the said application are such as to justify the lender's right to the insurance contemplated in section 4 of the Act respecting farm-loan insurance and forestry-loan insurance (R. S. Q., c. A-29.1).

The loan in the amount of .....\$ was disbursed on ..... 19.....

(If the loan was disbursed in instalments, please give the dates and amounts on a separate sheet).

..... 19.....  
(Date)

.....  
(Signature of responsible officer of lender)

**SPACE RESERVED FOR THE OFFICE DU CRÉDIT AGRICOLE DU QUÉBEC**

Verification

Code

Recommendation

.....  
(Verifier)

.....  
(Coder)

.....  
(Service des prêts garantis)

..... 19.....  
(Date)

..... 19.....  
(Date)

..... 19.....  
(Date)

To be completed  
in duplicate

GOVERNEMENT DU QUÉBEC  
APPLICATION FOR LOAN

under the  
Act to promote farm improvement (R. S. Q., c. A-18)  
and the Regulation respecting the application  
of the Act to promote farm improvement  
(R. R. Q., c. A-18, r. 1)

**MT-1A**  
(ss. 10, 16)

(This form is to be completed and signed by authorized representative(s)  
of an agricultural operations corporation, cooperative or partnership)

Account number: \_\_\_\_\_

This space reserved for the  
Office du crédit agricole du Québec File number: \_\_\_\_\_

Application  
number: \_\_\_\_\_

LENDER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

(Country) \_\_\_\_\_ (Postal code) \_\_\_\_\_

(Telephone) \_\_\_\_\_ (Fax) \_\_\_\_\_

BORROWER: \_\_\_\_\_

(1) \_\_\_\_\_

(Social insurance No. of  
authorized representative) \_\_\_\_\_ (Agricultural Producer's No.) \_\_\_\_\_

(Name or firm name) \_\_\_\_\_

(Postal address of head office) \_\_\_\_\_

(County and postal code) \_\_\_\_\_

(Telephone) \_\_\_\_\_

(2) LOAN REQUESTED:

Amount \_\_\_\_\_ \$ repayable in \_\_\_\_\_  
cents

equal and consecutive, monthly ☐ 1, quarterly ☐ 2,  
semi-annual ☐ 3 or annual ☐ 4,

instalments of \_\_\_\_\_ \$  
cents

the first of which will fall due on \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_ making a repayment period of \_\_\_\_\_  
Day Month Year

\_\_\_\_\_ years and \_\_\_\_\_ months \_\_\_\_\_ (months):

plus interest at a rate which varies ☐ or is fixed at ☐  
\_\_\_\_\_ % per annum, payable at the same time as the  
instalments in repayment of the principal,

and (if applicable) \_\_\_\_\_ % for the life insurance  
premium of which is paid by the lender.

\_\_\_\_\_ Security \_\_\_\_\_ Interest

The borrower is: (answer A and B) (Check)

A - a corporation ☐

- a cooperative ☐

- a partnership ☐

B - owner ☐ Reserved ☐

- lessee or emphyteutic tenant ☐

Date of formation: \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year

If borrower already has a file at the Service  
des prêts garantis, give number \_\_\_\_\_

Reserved \_\_\_\_\_

DESCRIPTION OF EXPLOITATION

Operation \_\_\_\_\_ OACQ \_\_\_\_\_ Cost \_\_\_\_\_ Revenue \_\_\_\_\_

Code \_\_\_\_\_ Total area \_\_\_\_\_ Area under  
cultivation \_\_\_\_\_ Lease (Yr.) \_\_\_\_\_

(3) PURPOSES OF THE LOAN (section 7 of the Act and subparagraphs f to j of the first paragraph of section 1 of the Regulation).

Note: Mention the proposed expenditure for each purpose or an estimate of the cost of the improvements and,

- in the case of livestock purchases, state the number and kind, whether dairy or beef;
- in the case of farm implements or machinery, give description, number and make;
- in the case of improvements to land or buildings, give description and details;
- in the case of purchase of subsidy quotas or quotas, state kind of quota and quantity.

Purposes (specify)	Cost or estimate for each purpose	Amount of loan for each purpose	Reserved
_____	_____ \$	_____ \$	_____
_____	_____ \$	_____ \$	_____
_____	_____ \$	_____ \$	_____
_____	_____ \$	_____ \$	_____
_____	_____ \$	_____ \$	_____
_____	_____ \$	_____ \$	_____
_____	_____ \$	_____ \$	_____
_____	_____ \$	_____ \$	_____
_____	_____ \$	_____ \$	_____
Total	_____ \$	_____ \$	_____

(6) **DETAILS OF SECURITIES:** (State the nature and value of the securities and briefly describe them)

A) Owner and description

1 acre	0,405 hectare
1 arp	0.342 hectare

Crop	Hectares	Crop	Hectares	Crop	Hectares
Hay		Sugar beets		Others	
Grain		Grain corn			
Silage		Potatoes			
Pasture		Orchard			

F) Is the loan from the **Office** or the Corporation secured by a pledge? yes ☐ no ☐

[illegible]

**(9) INVENTORY** (Livestock, machinery and implements used to operate the farm described in section 7 (A))

Kind	Number	Present value
<b>LIVESTOCK</b>		
Dairy cows	.....	\$ .....
Other dairy cattle	.....	.....
Beef cows	.....	.....
Other beef cattle	.....	.....
Sows	.....	.....
Piglets	.....	.....
Hogs	.....	.....
<b>POULTRY</b>		
Hens	.....	.....
Broiler chickens	.....	.....
Turkeys	.....	.....
Others	.....	.....
OTHER LIVESTOCK (specify)	.....	.....
		.....
Total (a)		\$ .....
<b>MACHINERY AND IMPLEMENTS</b>		
Tractor(s)	.....	\$ .....
Truck	.....	.....
Automobile	.....	.....
Other farm implements	.....	.....
Total (b)		\$ .....

Total (a + b) ..... \$

**(11) Borrower's net worth**

<b>AVAILABLE FUNDS AND INVESTMENTS</b>	
Money on hand or in bank	\$ .....
Accounts receivable	\$ .....
Shares, bonds and other securities	\$ .....
Hypothecary loans	\$ .....
Other loans or claims	\$ .....
Sub-total	\$ .....
<b>OTHER ASSETS</b>	
Farm described in section 7 (A) including buildings but not rented property	\$ .....
Livestock described in section 9	\$ .....
Machinery and implements described in section 9	\$ .....
Crops for sale	\$ .....
Other property including any other immovables not mentioned in section 7 (A) (specify)	.....
	\$ .....
Total assets	\$ .....
Less total debts listed in section 10	\$ .....
Net worth	\$ .....

**(10) BORROWER'S DEBTS**

The annual reimbursement must include interest

Name of creditor	Balance	Annual reimb
<b>HYPOTHECARY DEBTS</b>		
.....	\$ .....	\$ .....
.....	.....	.....
.....	.....	.....
.....	.....	.....
<b>DEBTS ON LIVESTOCK</b>		
.....	.....	.....
.....	.....	.....
.....	.....	.....
<b>DEBTS ON MACHINERY</b>		
.....	.....	.....
.....	.....	.....
.....	.....	.....
<b>OTHER DEBTS</b>		
.....	.....	.....
.....	.....	.....
.....	.....	.....
Total	\$ .....	\$ .....

**(12) Income and expenses for the year 19 .....**

<b>INCOME FROM FARMING OPERATION</b>	
Sale of crops	\$ .....
Sale of livestock	.....
Sale of dairy products	.....
Sale of poultry products	.....
Sale of fruits and vegetables	.....
Other agricultural income (specify)	.....
	.....
Total gross income	\$ .....
Operating expenses (excluding shareholders or partners' salary)	\$ .....
Excess of receipts over expenses (a)	\$ .....
<b>INCOME FROM OTHER SOURCES</b>	
rents, interests, dividends, off-farm work, etc (specify)	\$ .....
.....	.....
.....	.....
Total (b)	\$ .....
Total available income (a + b)...	\$ .....
Salary of shareholders or partners	\$ .....



- (13) For the current year, the borrower estimates his gross agricultural income at ..... \$ and his total agricultural expenses at ..... \$ leaving an estimated net income of ..... \$
- (14) The borrower's principal activity is the operation of the farm described in section 7 (A) Yes ☐ No ☐
- (15) State whether the borrower is an agricultural operations cooperative established under the *Loi des sociétés coopératives agricoles* (Cooperative agricultural association (R.S.Q., c. S-24)).  
..... \$ and the amount of the reserve fund ..... \$
- (16) Details of all shareholders of the corporation, shareholder-producers or members, as the case may be, of the cooperative, or partners in the partnership, as the case may be (if there is not enough space below, attach a separate list)

## A) IN THE CASE OF A CORPORATION

Names and addresses of all the shareholders	Principal occupation	Does he operate the corporation's farm?		Number of shares held		
		Yes	No	Ordinary	Pref. "A"	Pref. "B"
.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....

## B) IN THE CASE OF A COOPERATIVE

Names and addresses of all the shareholder-producers or members	Principal occupation	Does he operate the cooperative's farm?		Number of ordinary shares or common shares held	
		Yes	No	Ordinary	Common
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....

## C) IN THE CASE OF A PARTNERSHIP

Total assets of partnership \$

Names and addresses of all the partners	Principal occupation	Does he operate the partnership's farm?		Share in the assets
		Yes	No	Percentage
.....	.....	.....	.....	..... %
.....	.....	.....	.....	..... %
.....	.....	.....	.....	..... %
.....	.....	.....	.....	..... %
.....	.....	.....	.....	..... %
.....	.....	.....	.....	..... %
.....	.....	.....	.....	..... %
.....	.....	.....	.....	..... %
.....	.....	.....	.....	..... %

Are the shareholders, shareholder-producers, members or partners, as the case may be, natural persons yes ☐ no ☐

- (17) Name and gross annual non-agricultural income of legitimate consort or common law consort of each of the farm operators in the agricultural operations corporation, cooperative or partnership, as the case may be  
..... \$  
..... \$

- (18) If, in section 1, the borrower declared himself to be a lessee or emphyteutic tenant, give the following information:

## A) Concerning the lease

Lot number(s) to which it refers	Date of lease	Registration number	Total duration of lease	Date of expiry	Number of months to run before expiry
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....

B) Name and address of the owner of the farm which is the object of the lease or emphyteutic lease .....

C) Amount of annual rent or emphyteutic rent, as the case may be ..... \$

D) In the case of a lessee, indicate likelihood of his lease being renewed .....

## (19) Additional information about the farm described in section 7 (A):

Taking into account its resources as a whole, is the borrower's farm likely to yield a revenue which will enable its operators:

A) to pay the operating costs (including maintenance and depreciation): Yes ☐ No ☐ ;

B) to fulfil their obligations: Yes ☐ No ☐

C) to support their families adequately: Yes ☐ No ☐

## (20) A) State borrower's principal agricultural production (dairying, raising beef cattle, hogs, sheep or poultry, growing cereal, grain corn, forage, apples, market vegetables, etc.):

B) If the borrower is engaged in one or more productions subject to a marketing quota, he must furnish proof to the lender that he holds the appropriate quota(s)

Indicate nature and volume: Milk: ..... poultry meat: .....  
consumer eggs: ..... other: .....

C) In the case of conversion of the operation, has the borrower submitted Form MT-11? .....  
(Filing of the said form is compulsory)

D) Does the borrower hold an operating permit from the **Ministère de l'Environnement**? yes ☐ no ☐

(21) If the borrower has ever been legally dispossessed or has availed himself of the legislation governing voluntary deposits or been adjudged bankrupt or made an assignment or has a judgment or legal proceedings pending against him or if the **Office du crédit agricole du Québec** has repaid, on his behalf, a loan guaranteed by the Government, give details :

## (22) If the purpose of the loan is to defray expenses already incurred or to pay for purchases already made, give date of each bill

## (23) DECLARATION AND UNDERTAKING BY THE BORROWER

The borrower, acting through and duly represented herein by its authorized representative(s), hereby request a loan under the **Act to promote farm improvement** and declares itself to be an agricultural operations corporation, and agricultural operations cooperative or an agricultural operations partnership, as the case may be, within the meaning of the said **Act**. It also declares that it has no other debts than those mentioned in this application and that the livestock, farm implements, agricultural tools or machinery, farm equipment or other property pledged, or to be pledged as security to the lender are not encumbered by any previous lien, assignment, hypothec or pledge, except for the following (if there none, write "none") :

The borrower also declares that the livestock or other property purchased or to be purchased with the proceeds of the loan will be used on the farm which it operates and that the improvements or repairs described in this loan application have been or will be made on the said farm.

If the requested loan is granted, the borrower

A) Undertakes to use the proceeds of the loan solely for the purposes stated in this application;

B) Undertakes to deliver to the lender all receipts, invoices, cashed cheques or other vouchers attesting to the payment in full of the expenses incurred to buy the property described in section 3 and, as the case may be to carry out the works described in the said section and to pay for the services performed in connection with the purposes stated in this application; and, in the case of purchase of subsidy quotas or quotas, it undertakes to produce proof that it obtained their transfer from duly authorized bodies;

C) Undertakes to maintain its status of agricultural operations corporation agricultural operations cooperative or agricultural operations partnership in conformity with the said **Act** until the loan has been fully repaid; in the event of a change in its occupation, it undertakes to notify immediately the lender and the **Office du crédit agricole du Québec**;

D) In the case of an agricultural operations partnership, undertakes not to dissolve the partnership during the term of the loan, regardless of the length stipulated in the partnership contract or its renewal, where applicable;

E) If one or more of the lots described in section 18 (A) is the object of a lease which provides for a period of renewal at the option of the lessee, it undertakes to avail itself of such option if, at the expiry of the initial period of the lease, this loan has not been repaid;

F) Undertakes to take out, maintain, renew if necessary, and make over to the lender as beneficiary, in conformity with section 22 of the **Regulation**, the insurance required on the property which is the object of an assignment, hypothec or pledge granted or to be granted to the lender as security for this loan, should it so happen, failing which the lender may have the said property insured to his satisfaction and at the borrower's expense;

G) Undertakes to furnish the lender the securities prescribed herein which could not be given when the loan was granted and, for such purpose, it hereby appoints as its authorized representative the person presently acting as manager or director of the above-mentioned branch of the bank or credit union to give such guarantees to the bank or credit union in the name of the borrower and to sign or endorse and hand over all the deeds or documents attached thereto;

H) Undertakes not to encumber, alienate or diminish in any way, without the lender's consent, and as long as it is indebted to him for the present loan, the livestock, farm implements, agricultural tools or machinery and farm equipment purchased with the proceeds of the loan or pledged as security for it;

I) If security is required in the form of assignment under section 88 of the **Bank Act** (S.C., 1980-81, c. 40) or by hypothec or pledge, I authorize the lender to have the necessary searches and appropriate entry or registration made and to ascertain to his satisfaction the validity of the titles and the hypothecary statement of the immovable security and the encumbrances on it and I agree to reimburse him for the costs thereby incurred ;

J) If any of the property on a leased immovable is pledged, it undertakes to notify the lessor of the fact and to provide the lender with written proof of such notification before the loan is disbursed;

K) Authorizes the lender, in case of default in repayment of the loan, to publicly or privately sell or cause to be sold any given security and the property relative thereto, the proceeds of each such sale, less the costs thereby entailed, to be applied to the reduction of its debt without any decrease in its responsibility for the balance;

L) Authorizes the lender to give any officer of the **Office du crédit agricole du Québec** or the **Ministère de l'Agriculture, des Pêcheries et de l'Alimentation** the necessary information relative to the loan which may be granted to it or to other business dealings with the lender.

(24) APPLICATION TO THE **OFFICE DU CRÉDIT AGRICOLE DU QUÉBEC** FOR REPAYMENT OF 3% INTEREST, IF NEED BE

The borrower wishes to take advantage of the benefits of the **Act to promote farm improvement** and undertakes to comply with all its conditions and the regulation made under it and, specifically, to notify the **Office** if and as soon as the situation referred to in section 14 of the said **Regulation** concerning the consort's income of each farm operator arises or recurs during the term of the loan. It also undertakes to give all information requested and to sign, for the above-mentioned purposes, any other documents required by the lender or the **Office** and authorizes the lender to make any enquiries, including an inspection of its operation, for all authorized purposes with respect to the loan constituting the object of this application.

Signed this ..... day of ..... 19 .....  
 ..... (Name of borrower)

By ..... By .....  
 (Signature of authorized representative, member or partner) (Signature of authorized representative, member of partner)

.....  
 (Signature of other members or partners)

(25) **DECLARATION BY BORROWER**

I we .....  
 (Names of representative(s) member(s) or partner(s))

residing at .....  
 (Address(es) of residence(s))

.....  
 (Address(es) of residence(s))

hereby declare as follows

That I am we are .....  
 (Title and position)

of the borrower and that I am we are conversant with the said borrower's affairs.

That I we have studied the borrower's present application for a loan.

That the information contained in the said application is to the best of my/our knowledge complete, true and exact in every respect.

.....  
 (Representative member or partner)

.....  
 (Place)

.....  
 (Representative member or partner)

.....  
 (Date of loan application)

.....  
 (Other members of partners if applicable)

.....  
 (Witness to the signature)

.....  
 (Other members or partners if applicable)

(26) **CERTIFICATE OF A RESPONSIBLE OFFICER OF THE LENDER**

I hereby certify that I have examined and verified the above application with the care required of me by my employer in the conduct of my normal duties and to the best of my knowledge, the conditions and purposes of the loan granted in accordance with the said application are such as to justify the lender's right to the insurance contemplated in section 4 of the Act respecting farm-loan insurance and forestry-loan insurance (R. S. Q., c. A-29.1).

The loan in the amount of ..... S was disbursed on ..... 19

(If the loan was disbursed in instalments please give the dates and amounts on a separate sheet)

.....  
 (Date)

19

.....  
 (Signature of responsible officer of lender)

**SPACE RESERVED FOR THE OFFICE DU CRÉDIT AGRICOLE DU QUÉBEC**

.....  
 Verification

.....  
 Code

.....  
 Recommendation

.....  
 Vérifier

.....  
 (Coder)

.....  
 Service des prêts garantis

19

19

19

.....  
 (Date)

.....  
 (Date)

.....  
 (Date)

To be completed  
in duplicate

**GOUVERNEMENT DU QUÉBEC**  
**APPLICATION FOR LOAN**  
*under the*  
**Act to promote farm improvement (R. S. Q., c. A-18)**  
**and the Regulation respecting the application**  
**of the Act to promote farm improvement**  
**(R. R. Q., c. A-18, r. 1)**

**MT-1B**  
(ss. 10, 16)

(This form is to be completed and signed by undivided owners of a farm, answering to the definition of "farmer", or, as the case may be, by joint borrowers)

Account number:

This space reserved for the Office du crédit agricole du Québec		File number:			Application number:	
--	--	--------------	--	--	------------------------	--

---

**LENDER**

Reserved

NUMBER \_\_\_\_\_

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

(County) \_\_\_\_\_ (Postal code) \_\_\_\_\_

(Telephone) \_\_\_\_\_ (Transit No.) \_\_\_\_\_

**BORROWER**

Information required (for purposes of correspondence) about one of the persons operating the farm described in section 7 (A):

(Surname) \_\_\_\_\_ (Given name) \_\_\_\_\_

(Postal address R.R., range, parish) \_\_\_\_\_

(County and postal code) \_\_\_\_\_ (Telephone) \_\_\_\_\_

The term "borrower" used in this application means: (Check)

- undivided owners of a farm answering to the definition of "farmer" (section 2, paragraph c of the Act); ☐
- or (as the case may be)
- joint borrowers (section 2, paragraph j of the Act); ☐

The borrower is:

- owner ☐
- lessee or emphyteutic tenant ☐
- occupant (of Crown lands under a location ticket) ☐
- occupant (under Veteran's Land Act) ☐

If borrower already has a file at the Service des prêts garantis, give number: Reserved ☐

---

**LOAN REQUESTED**

Amount \_\_\_\_\_ \$ repayable in \_\_\_\_\_ cents

equal and consecutive, monthly   1  , quarterly   2  ,  
semi-annual   3   or annual   4  ,

instalments of \_\_\_\_\_ \$

the first of which will fall due on

19 \_\_\_\_\_

\_\_\_\_\_ making a repayment period of \_\_\_\_\_ years and \_\_\_\_\_ months (months).

plus interest at a rate which varies ☐ or is fixed at ☐  
% per annum, payable at the same time as the instalments in repayment of the principal,

and (if applicable) % for the life insurance the premium of which is paid by the lender.

Security Interest

**DESCRIPTION OF OPERATION**

Date of birth \_\_\_\_\_

(Agricultural Producer's No.) \_\_\_\_\_ Day Mth Yr

Operation OCAQ Cost Revenue

Code Total area Area under cultivation Lease (Yr)

---

**(3) PURPOSES OF THE LOAN** (section 7 of the Act and subparagraphs f to j of the first paragraph of section 1 of the Regulation).

Note: Mention the proposed expenditure for each purpose or an estimate of the cost of the improvements and:

- in the case of livestock purchases, state the number and kind, whether dairy or beef;
- in the case of farm implements or machinery, give description, number and make;
- in the case of improvements to land or buildings, give description and details;
- in the case of purchase of subsidy quotas or quotas, state kind of quota and quantity.

Purposes (specify)	Cost or estimate for each purpose	Amount of loan for each purpose	Reserved
_____	\$ _____	\$ _____	_____ _____ _____ _____ _____ _____ _____
_____	_____	_____	_____ _____ _____ _____ _____ _____ _____
_____	_____	_____	_____ _____ _____ _____ _____ _____ _____
_____	_____	_____	_____ _____ _____ _____ _____ _____ _____
_____	_____	_____	_____ _____ _____ _____ _____ _____ _____
_____	_____	_____	_____ _____ _____ _____ _____ _____ _____
_____	_____	_____	_____ _____ _____ _____ _____ _____ _____
_____	_____	_____	_____ _____ _____ _____ _____ _____ _____
_____	_____	_____	_____ _____ _____ _____ _____ _____ _____
_____	_____	_____	_____ _____ _____ _____ _____ _____ _____
Total	\$ _____	\$ _____	_____ _____ _____ _____ _____ _____ _____

(6) **DETAILS OF SECURITIES:** (State the nature and value of the securities and briefly describe them)

(7) **DETAILS OF THE OPERATED FARM**, which is situated in the County of .....

[illegible]

Crop	Hectares	Crop	Hectares	Crop	Hectares
Hay		Sugar beets		Others	
Grain		Grain corn			
Silage		Potatoes			
Pasture		Orchard			

(8) **A) LIST OF CURRENT FARM IMPROVEMENT LOANS** (Including loan applications under consideration, any loan of which the borrower has assumed payment any loan owed by the latter as an individual (farmer or aspiring farmer) and any loan he has obtained as member of a group (joint borrowers) In this last case, mention only the borrower's share of such group's liability)

B) If the borrower has ever been refused an application for a loan under the **Act to promote farm improvement**, state by whom and, if possible, why: .....

(9) **INVENTORY:** (Livestock, machinery and implements used to operate the farm described in section 7 (A) of this form)

Kind	Number	Present value
<b>LIVESTOCK</b>		
Dairy cows	.....	\$ .....
Other dairy cattle	.....	.....
Beef cows	.....	.....
Other beef cattle	.....	.....
Sows	.....	.....
Piglets	.....	.....
Hogs	.....	.....
<b>POULTRY</b>		
Hens	.....	.....
Broiler chickens	.....	.....
Turkeys	.....	.....
Others	.....	.....
<b>OTHER LIVESTOCK (specify):</b>		
.....	.....	.....
.....	.....	.....
Total (a):		\$ .....
<b>MACHINERY AND IMPLEMENTS</b>		
Tractor (s)	.....	\$ .....
Truck	.....	.....
Automobile	.....	.....
Other farm implements	.....	.....
Total (b):		\$ .....

Total (a + b): ..... \$

(11) Borrower's net worth

<b>AVAILABLE FUNDS AND INVESTMENTS</b>	
Money on hand or in bank	\$ .....
Accounts receivable	\$ .....
Shares, bonds and other securities	\$ .....
Hypothecary loans	\$ .....
Other loans or claims	\$ .....
Sub-total:	\$ .....
<b>OTHER ASSETS:</b>	
Farm described in section 7 (A) including buildings but not rented property	\$ .....
Livestock described in section 9 (A)	\$ .....
Machinery and implements described in section (B)	\$ .....
Crops for sale	\$ .....
Other property including any other immovables not mentioned in section 7 (A) (specify):	.....
.....	\$ .....
Total assets:	\$ .....
Less total debts listed in section 10	\$ .....
Net worth:	\$ .....

(10) **PARTICULARS ON DEBTS:**

Note: Indicate only the debts of each farm operator having undivided rights in the farm described in section 7 (A) or of each farmer holding interests in such farm.

The annual reimbursement must include interest.

Name of creditor	Balance	Annual reimb
<b>HYPOTHECARY DEBTS</b>		
.....	\$ .....	\$ .....
.....	.....	.....
.....	.....	.....
.....	.....	.....
<b>DEBTS ON LIVESTOCK</b>		
.....	.....	.....
.....	.....	.....
.....	.....	.....
<b>DEBTS ON MACHINERY</b>		
.....	.....	.....
.....	.....	.....
.....	.....	.....
<b>OTHER DEBTS</b>		
.....	.....	.....
.....	.....	.....
.....	.....	.....
Total	\$ .....	\$ .....

(12) Income and expenses for the year 19 .....

<b>INCOME FROM FARMING OPERATION:</b>	
Sale of crops	\$ .....
Sale of livestock	.....
Sale of dairy products	.....
Sale of poultry products	.....
Sale of fruits and vegetables	.....
Other agricultural income (specify):	.....
.....	.....
Total gross income	\$ .....
Operating expenses (excluding operators' salary)	\$ .....
Excess of receipts over expenses (a):	\$ .....
<b>INCOME FROM OTHER SOURCES:</b>	
rents, interests, dividends, off-farm work, etc. (specify):	.....
.....	.....
Total (b):	\$ .....
Total available income (a + b)	\$ .....
Salary of operators	\$ .....

- (13) For the current year, the borrower estimates his gross agricultural income at ..... \$ and his total agricultural expenses at ..... \$ leaving an estimated net income of ..... \$

(14) If, in section 1, the borrower declared himself to be a lessee or emphyteutic tenant, give the following information:

A) Concerning the lease:

Lot number(s) to which it refers	Date of lease	Registration number	Total duration of lease	Date of expiry	Number of months to run before expiry
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....

B) Name and address of the owner of the farm which is the object of the lease or emphyteutic lease: .....

C) Annual rent ..... \$ or annual emphyteutic rent, as the case may be: .....

D) In the case of an ordinary lessee, state the likelihood of his lease being renewed: .....

- (15) Information concerning all the persons who are undivided owners of the farm described in section 7 (A) or who jointly operate it. (If there is not enough space below, use a separate sheet and attach it to this form):

Names and addresses		Principal occupation	Does this person operate the farm?		Shares or interests in the farm
			Yes	No	
1) .....	.....	.....	.....	.....	..... %
2) .....	.....	.....	.....	.....	..... %
3) .....	.....	.....	.....	.....	..... %
4) .....	.....	.....	.....	.....	..... %
5) .....	.....	.....	.....	.....	..... %

Agricultural producer's number	Date of birth	Other occupation		Single married widow(er) separated divorced	Gross annual non-agricultural income of legitimate consort or common law consort
		Type of occupation	Gross annual income		
1) .....	.....	.....	.....	.....	.....
2) .....	.....	.....	.....	.....	.....
3) .....	.....	.....	.....	.....	.....
4) .....	.....	.....	.....	.....	.....
5) .....	.....	.....	.....	.....	.....

- (16) Additional details about farm described in section 7 (A):

Taking into account its resources as a whole, is the borrower's farm likely to yield an income which will enable its operators to:

A) Pay the operating costs (Including maintenance and depreciation): Yes ☐ No ☐ ;

B) Fulfil their obligations: Yes ☐ No ☐ ; C) Support their families adequately: Yes ☐ No ☐

- (17) A) State borrower's principal agricultural production (dairying, raising beef cattle, hogs, sheep or poultry, growing cereals, grain-corn forage or apples, market vegetables, etc.): .....

B) If the borrower is engaged in one or more productions subject to a marketing quota, he must furnish proof to the lender that he holds the appropriate quota(s): .....

Indicate nature and volume: Milk: ..... poultry meat: .....  
consumer eggs: ..... others: .....

C) In the case of conversion of the operation, has the borrower submitted Form MT-117 .....  
(Filing of the said form is compulsory).

D) Does the borrower hold an operating permit from the **Ministère de l'Environnement**? yes ☐ no ☐.

- (18) If the borrower has ever been legally dispossessed or has availed himself of the legislation governing voluntary deposits or been adjudged bankrupt or made an assignment or has a judgment or legal proceedings pending against him or if the **Office du crédit agricole du Québec** has repaid, on his behalf, a loan guaranteed by the Government, give details: .....

- (19) If the purpose of the loan is to defray expenses already incurred or pay for purchases already made, give the date of each bill: .....

**(20) DECLARATION AND UNDERTAKING BY THE BORROWER:**

The borrower, acting through or duly represented herein by its authorized representative(s) hereby requests a loan under the **Act to promote farm improvement** and declares that it corresponds to the definition of farmer or joint borrowers, as the case may be, within the meaning of the said **Act**, it declares that each farm operator having undivided ownership rights in the farm described in section 7(A) or, as the case may be, each farmer having interests in the said farm has no other debts than those mentioned in this application and the livestock, farm implements, agricultural tools or machinery, farm equipment or other property pledged or be pledged as security to the lender are not encumbered by any previous lien, assignment, hypothec or pledge, except for the following (if there none, write "none") :

.....  
 .....

The borrower also declares that the livestock or other property purchased or to be purchased with the proceeds of the loan will be used on the farm which it operates and that the improvements or repairs described in this loan application have been or will be made on the said farm.

If the requested loan is granted, the borrower:

- A) Undertakes to use the proceeds of the loan solely for the purposes stated in this application;
- B) Undertakes to deliver to the lender all receipts, invoices, cashed cheques or other vouchers attesting to the payment in full of the expenses incurred to buy the property described in section 3 and, as the case may be to carry out the works described in the said section and to pay for the services performed in connection with the purposes stated in this application; and, in the case of purchase of subsidy quotas or quotas, it also undertakes to produce proof that it obtained their transfer from duly authorized bodies;
- C) Undertakes to maintain his status as a farmer or joint borrowers, as the case may be, in conformity with the said **Act** until the loan has been fully repaid; in the event of a change in its occupation, it undertakes to notify immediately the lender and the **Office du crédit agricole du Québec**;
- D) Agrees that the lender's claim resulting from this loan is and remains indivisible for the entire duration of the loan and that it can be demanded in whole from each heir of the undivided owners of the farm described in section 7 (A) or from the persons who jointly operate it or their assigns, in conformity with article 1123 of the Civil Code ;
- E) If one or more of the lots described in section 14 (A) is the object of a lease which provides for a period of renewal at the option of the lessee, it undertakes to avail itself of such option if, at the expiry of the initial period of the lease, this loan has not been repaid;
- F) Undertakes to take out, maintain, renew if necessary, and make over to the lender as beneficiary, in conformity with section 22 of the **Regulation**, the insurance required on the property which is the object of an assignment, hypothec or pledge granted or to be granted to the lender as security for this loan, should it so happen, failing which the lender may have the said property insured to his satisfaction and at the borrower's expense;
- G) Undertakes to furnish the lender the securities prescribed herein which could not be given when the loan was granted and, for such purpose, it hereby appoints as its authorized representative the person presently acting as manager or director of the above-mentioned branch of the bank or credit union to give such guarantees to the bank or credit union in the name of the borrower and to sign or endorse and hand over all the deeds or documents attached thereto;
- H) Undertakes not to encumber, alienate or diminish in any way, without the lender's consent, and as long as it is indebted to him for the present loan, the livestock, farm implements, agricultural tools or machinery and farm equipment purchased with the proceeds of the loan or pledged as security for it;
- I) If security is required in the form of assignment under section 88 of the Bank Act (S.C., 1980-81, c. 40) or by hypothec or pledge, authorizes the lender to have the necessary searches and appropriate entry or registration made and to ascertain to his satisfaction the validity of the titles and the hypothecary statement of the immoveable security and the encumbrances on it and agrees to reimburse him for the costs thereby incurred ;
- J) If any of the property on a leased immoveable is pledged, it undertakes to notify the lessor of the fact and to provide the lender with written proof of such notification before the loan is disbursed;
- K) Authorizes the lender, in case of default in repayment of the loan, to publicly or privately sell or cause to be sold any given security and the property relative thereto, the proceeds of each such sale, less the costs thereby entailed, to be applied to the reduction of its debt without any decrease in its responsibility for the balance;
- L) Authorizes the lender to supply any officer of the **Office du crédit agricole du Québec** or the **Ministère de l'Agriculture, des Pêcheries et de l'Alimentation** the necessary information relative to the loan which may be granted to it or to other business dealings with the lender.

**(21) APPLICATION TO THE OFFICE DU CRÉDIT AGRICOLE DU QUÉBEC FOR REPAYMENT OF 3% IN INTEREST, IF NEED BE**

The borrower wishes to take advantage of the benefits of the **Act to promote farm improvement** and undertakes to comply with all its conditions and the regulation made under it and, specifically, to notify the **Office** if and as soon as the situation referred to in section 14 of the said **Regulation** concerning the consort's income of each farm operator arises or recurs during the term of the loan. It also undertakes to give all information requested and to sign, for the above-mentioned purposes, any other documents required by the lender or the **Office** and authorizes the lender to make any enquiries, including an inspection of its operation, for all authorized purposes with respect to the loan constituting the object of this application.

Signed this ..... day of ..... 19.....

(The space at the right is for the signature of the person(s)  
 representing the borrower or of the authorized representative(s),

.....  
 .....  
 .....  
 .....  
 .....



### DECLARATION OF BORROWER

(Place)

(Date of loan application)

(Witness to the signature)

**CERTIFICATE OF A RESPONSIBLE OFFICER OF THE LENDER**

..... 19 .....

(Date) (Signature of responsible officer of lender)

**SPACE RESERVED FOR THE OFFICE DU CRÉDIT AGRICOLE DU QUÉBEC**

19 (Date) 19 (Date) 19 (Date)

GOUVERNEMENT DU QUÉBEC

**AN ACT TO PROMOTE FARM IMPROVEMENT**  
**(R.S.Q., c. A-18)**

**MT-3**  
(s. 15)

### NOTE

..... **\$ Application** ..... **19**.....

For value received, I promise to pay to the order of .....  
 (name of bank)  
 at its ..... branch.  
 the sum of ..... dollars  
 (hereinafter called the "principal"), in equal and consecutive ..... instalments of  
 (monthly, quarterly, semi-annual or annual)  
 ..... dollars ( ..... \$)  
 each. I promise to pay the first of these instalments on the ..... day of ..... 19.....  
 and the others regularly thereafter until the ..... day of ..... 19.....

I also promise to pay regularly, at the same time as the instalments of principal hereinabove mentioned, whether before or after the due date, interest on the unrepaid principal at the rate of \*..... % per annum, the said interest to run from the ..... day of ..... 19..... and the rate thereof to be changed when and each time the bank's prime rate at its head office changes so that it will automatically be adjusted to the said prime rate plus ½% per annum.

The partial payments shall be applied first against the accrued interest.

If any instalment of principal or accrued interest remains unpaid after the date on which it falls due, the whole of the principal and accrued interest shall forthwith become due and payable at the discretion of the bank.

\* Enter here a rate of interest not exceeding the bank's prime rate at its head office plus 1/2%. If a higher rate is entered, the bank may not charge more than its prime rate plus 1/4%, as required by section 9 of the Regulation respecting the application of the Act to promote farm improvement (R. R. Q., c. A-18, r. 1).

GOUVERNEMENT DU QUÉBEC

**AN ACT TO PROMOTE FARM IMPROVEMENT**  
(R.S.Q., c. A-18)

**MT-4**  
(s. 15)

**ACKNOWLEDGEMENT OF DEBT**

Date of maturity 

day	mth.	yr.

 Application number 



 Folio of borrower 



 Loan No.

..... \$ ..... 19.....

I, undersigned, acknowledge having borrowed and received from the CAISSE .....  
.....  
the sum of ..... dollars  
(hereinafter called the "principal") and I hereby bind myself to repay that sum to it at its head office within a delay of  
..... in equal and consecutive .....  
(years or months) (monthly, quarterly, semi-annual, annual)  
instalments of ..... dollars ( \$ )  
each, the first of such instalments to fall due on the ..... 19.....

I also promise to pay regularly, in addition to the instalments of principal hereinabove mentioned and at the same time as the above-mentioned instalments, interest on the unpaid principal at the rate of \*.....% per annum, the said interest to run from ..... day of ..... 19.....  
and the rate thereof to be changed when and each time the prime rate of the majority of chartered banks doing business in Québec changes so that it will automatically be adjusted to the said prime rate plus ½% per annum.

I also promise to pay regularly, in addition to the instalments of principal hereinabove mentioned and at the same time as the above-mentioned instalments, additional interest at the rate of .....%  
(maximum: 1%)  
per annum on the unrepaid principal in consideration of the fact that the loan covered by this acknowledgement of debt is accompanied by an insurance policy on my life the premium of which is paid by the Caisse.

I agree that any partial payment shall be applied first against the accrued interest.

I agree that if any instalment of the principal or accrued interest remains unpaid after the due date, the whole of the principal and accrued interest shall become immediately due and payable at the discretion of the Caisse. In such a case, the Caisse may at any time and without notice compensate with my debt any sum that may be payable to me as capital, savings deposit, interest or in any other way.

\* Enter here a rate of interest not exceeding the prime rate as defined in section 9 of the Regulation respecting the application of the Act to promote farm improvement (R. R. Q., c. A-18, r. 1) plus ½ %. If a higher rate is entered, the Caisse may not charge more than the prime rate plus ½ % in conformity with the first paragraph of said section.

GOUVERNEMENT DU QUÉBEC  
**AN ACT TO PROMOTE FARM IMPROVEMENT**  
 (R.S.Q., c. A-18)

**MT-7**  
 (s. 21)

**PROOF OF CLAIM ON DEFAULTED LOAN**

File number at the Office du crédit agricole du Québec
---

For the lender	
Transit number	Application number

From \_\_\_\_\_  
(Name of lender)

\_\_\_\_\_ (Name of borrower)

\_\_\_\_\_ (Branch)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Address)

\_\_\_\_\_

\_\_\_\_\_ (Telephone No )

\_\_\_\_\_

Office du crédit agricole du Québec

Pursuant to the guarantee of the Gouvernement du Québec under the Act to promote farm improvement, the above-named lender hereby claims payment of the amount of loss sustained by it as a result of a loan guaranteed under the said act and made to the above-named borrower, which loss is made as follows :

- (1) Unpaid principal of loan ..... \$
- (2) The uncollected taxed or taxable costs and any disbursements for or incidental to legal or other proceedings in connection with the loan, as per statement herewith ..... \$
- (3) Legal fees, costs and disbursements, whether taxable or not, actually incurred by the lender, with or without litigation, in collecting or endeavouring to collect the outstanding loan, as per statement herewith ..... \$
- (4) Uncollected earned interest of ..... \$ calculated at the  
 rate of ..... % per annum from the ..... day  
 of ..... 19 ..... until the date

this claim is approved for payment.

**THE UNDERSIGNED SUBMITS HERewith THE FOLLOWINGS:**

- A) Statement showing the dates and original amounts of the promissory notes or acknowledgements of debt held by the lender in respect of the said loan, and the dates and amounts of the payments of principal and interest made to the said lender by the borrower.
- B) Statement showing particulars of any unrealized security or unenforced judgments in respect of said loan.
- C) Receipts or cashed cheques, as per statement herewith, deeds of assignment or of pledge of agricultural property and all other supporting documents furnished by the borrower.

**In the opinion of the undersigned officer of the lender, the balance of the aforesaid loan is not recoverable by the lender.**

\_\_\_\_\_  
(Name of the lender)

\_\_\_\_\_  
(Date) 19 \_\_\_\_\_

Signed by: \_\_\_\_\_  
(Manager)

GOUVERNEMENT DU QUÉBEC  
**AN ACT TO PROMOTE FARM IMPROVEMENT**  
 (R.S.Q., c. A-18)

**MT-8**  
 (s. 21)

RECEIPT IN FAVOUR OF THE OFFICE DU CRÉDIT AGRICOLE DU QUÉBEC

File number at the Office du crédit agricole du Québec
---

For the lender	
Transit number	Application number

\_\_\_\_\_ 19 \_\_\_\_\_

\_\_\_\_\_ hereby acknowledges receipt of  
(Name of lender)

payment to it by the Office du crédit agricole du Québec, pursuant to the Act to promote farm improvement of the sum of

( \_\_\_\_\_ \$ ) \_\_\_\_\_ dollars in respect of the

loss sustained by the said lender as a result of a loan guaranteed pursuant to the said Act and made by the said

lender to \_\_\_\_\_  
(Name of borrower)

residing at \_\_\_\_\_  
(Address)

and, by reason of the acquittance hereby acknowledged, the above-named lender surrenders and subrogates in favour of the Office all rights, actions and claims it may have against the said borrower.

The promissory note or acknowledgement of debt duly endorsed without recourse or the transfer without warranty to the Gouvernement du Québec is hereto annexed.

\_\_\_\_\_  
(Name of lender)

per \_\_\_\_\_  
(Manager)

\_\_\_\_\_  
(Address or Branch)

RESERVED

L'OFFICE DU CRÉDIT AGRICOLE DU QUÉBEC

**MT-10**  
(s. 16)

ACT TO PROMOTE FARM IMPROVEMENT (R. S. Q., c. A-18)

**TOTAL REPAYMENT OF LOAN**

NAME OF LENDER

NAME OF BORROWER

COMPLETE POSTAL ADDRESS

COMPLETE POSTAL ADDRESS

YOUR APPLICATION NUMBER: \_\_\_\_\_

HIS/ITS FILE NUMBER: \_\_\_\_\_

LOAN BALANCE: \_\_\_\_\_ \$

DATE OF REPAYMENT: \_\_\_\_\_

TRANSIT No.: \_\_\_\_\_

MANAGER

DATE: \_\_\_\_\_

GOUVERNEMENT DU QUÉBEC  
**AN ACT TO PROMOTE FARM IMPROVEMENT**  
 (R.S.Q., c. A-18)

**MT-11**  
 (s. 10)

Application No. ....

Name of applicant in full: ..... Telephone No.: .....  
(SURNAME) (GIVEN NAMES)

Present postal address: .....  
(POST OFFICE BOX — CIVIC NUMBER — ROAD — VILLAGE — COUNTY)

Postal address of farm: ..... County: .....

**CONVERSION OF EXPLOITATION**

(1) What is your present principal production?

- |  |   |  |
|--|---|--|
| a) Fluid milk <input type="checkbox"/> | b) Industrial milk <input type="checkbox"/> | c) Beef cattle <input type="checkbox"/>      |
| d) Swine <input type="checkbox"/>      | e) Poultry <input type="checkbox"/>         | f) Industrial crops <input type="checkbox"/> |
| g) Other <input type="checkbox"/>      |   |  |

(2) What is the total area of land under cultivation on your farm? .....

(3) What changes do you intend to make or have already begun to make on your exploitation? .....

.....

.....

.....

.....

.....

.....

(4) Cost and details of mode of financing:

.....

.....

.....

.....

.....

.....

(5) How long will it take to complete this conversion? .....

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 SIGNATURE OF APPLICANT

**SPACE RESERVED FOR THE AGROLOGIST OF THE  
MINISTÈRE DE L'AGRICULTURE, DES PÊCHERIES ET DE L'ALIMENTATION**

I declare that the conversion plan for the exploitation described above is fully consistent with the objectives of the Department for the region concerned and in keeping with the rational management of the said exploitation.

This declaration does not, however, constitute a loan recommendation; it is the responsibility of the lender to examine the financial situation of the borrower and his capability of repaying the loan.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of agronomist

If the conversion plan for the applicant's exploitation is not consistent with the objectives of the Department or not in keeping with the rational management of the said exploitation, the agrologist must give the reasons therefor:

.....

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.....

.....

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of agrologist

O.C. 435-70, (1970) 102 O.G., 1550  
O.C. 2786-72, (1972) 104 O.G., 8980, 10080 and 11287  
O.C. 4232-73, (1973) 105 O.G.II, 6451  
O.C. 1650-74, (1974) 106 O.G.II, 2275  
O.C. 3664-74, (1974) 106 O.G.II, 4425  
O.C. 895-75, (1975) 107 O.G.II, 1291  
O.C. 5169-75, (1975) 107 O.G.II, 5935 and (1976) 108 O.G.II, 605 and 2910  
O.C. 2340-78, (1979) 111 O.G., 363  
O.C. 474-80, (1980) 112 O.G.II, 1093  
O.C. 929-81, (1981) 113 O.G.II, 1233





c. AME., r.1

## Regulation respecting the Montmorency Forest

An Act respecting the establishment of an experimental forest by Laval University  
(S.Q., 1963, c. 28, s. 3, par. f)

**1. Definition :** “User” : person who has access to, or stays or travels in the Montmorency Forest for recreational purposes.

**2. Permit :** Any user of the Montmorency Forest must obtain a permit and comply with the dates, time and places specified on it.

**3. Control of exits :** Any user who holds a permit or a right of access pass to fish must return it at the reception station when he finishes his activity.

**4. Fishing :** In order to fish in the Montmorency Forest, a person must stay in the Montmorency Forest for at least one night and hold a right of access pass, which costs 2 \$ per person per day.

**5.** A person who fishes in the Montmorency Forest must comply with the dates, time and places specified on the right of access pass.

**6.** In order to fish the user must comply with the daily catch limits, possession limits and with the fishing season prescribed in the Québec Fishery Regulations (C.R.C., 1978, c. 852) and its amendments.

**7.** A fisherman must show or declare his catches for purposes of counting and weighing.

**8.** Certain parts of the fish may be removed for purposes of biological studies.

**9. Fishing tackle :** No person may carry fishing tackle in the Montmorency Forest unless he holds a right of access pass to fish in the Montmorency Forest. Any person who does not hold a right of access pass to fish must transport any fishing tackle inside a vehicle.

**10. Travel :** Users who must cross the Montmorency Forest to reach different activity areas in the Laurentides Sanctuary must stay on the roads to reach and come back from the place where they practice the activity.

**11. Dogs :** No dogs are allowed in the Montmorency Forest except for seeing-eye dogs accompanying a blind person.

**12. Hunting and trapping :** All forms of hunting and trapping are prohibited in the Montmorency Forest.

**13. Hunting gear :** No person may carry hunting gear in the Montmorency Forest unless he holds a permit issued for that purpose by the Minister of Recreation, Fish and Game.

**14. Snowmobiles :** Snowmobiling is prohibited for users of the Montmorency Forest.

**15. Expulsion :** Any person who contravenes the Wildlife Conservation Act (R.S.Q., c. C-61), any provisions of this Regulation, the Fisheries Act (R.S.C., 1970, c. F-14) or the Highway Code (R.S.Q., c. C-24) is subject to immediate expulsion from the Montmorency Forest.



c. A-19, r.1

## **Regulation respecting the guarantee of a loan for the development and improvement of regional dairies**

An Act to promote the development and modernization of regional dairies  
(R.S.Q., c. A-19, s. 7)

### **DIVISION I GENERAL PROVISIONS**

**1.** The purpose of this Regulation is to fix, by authority of section 7 of the Act to promote the development and modernization of regional dairies (R.S.Q., c. A-19), the conditions and methods of the Government's guarantee of a loan obtained to promote the development or modernization of a factory and so ensure better service and prices to the producer-suppliers of any one region.

**2.** In this Regulation, the following terms mean :

- (a) "factory" : any establishment in which a dairy product is treated, modified, converted or reconstituted or in which a dairy product is received directly from the producer with a view to selling it or transporting it to another establishment for such purposes ;
- (b) "producer-supplier" : a person who sells or delivers milk or cream from his herd ;
- (c) "Act" : the Act to promote the development and modernization of regional dairies (R.S.Q., c. A-19) ;
- (d) "milk dealer" : any person purchasing or receiving milk or cream from a producer to resell it or to convert it for commercial purposes into other dairy products ;
- (e) "Minister" : the Minister of Agriculture, Fisheries and Food ;
- (f) "Board" : the Régie des marchés agricoles du Québec.

### **DIVISION II APPLICATION FOR THE GUARANTEE**

**3.** In addition to the particulars required by section 3 of the Act, the application for the guarantee must indicate :

- (a) the name, address, and legal status of the applicant ;
- (b) the name and location of the present factory, the buildings, grounds, machinery and working stock, patents, stock in trade and other assets in continuous use for the operation of the factory ;
- (c) the nature, type and scale of operations, the region supplying the factory, and the factory's markets ;
- (d) the price paid to the producer-suppliers per 100 pounds of milk or per pound of fat during the last financial year ;
- (e) the names and addresses of the directors, managers, and office staff, the number of employees by job categories, and the number of shareholders or stockholders ;
- (f) the experience of the operator, managers and personnel.

The Minister may require any other information which he deems useful.

**4.** The application must be accompanied by a certified copy of the last balance-sheet, of the profit and loss statement for the preceding financial year, and of the auditor's report on the accounts of the business.

**5.** Eligibility for the guarantee is restricted to a proprietor of a factory and to a milkdealer who :

- (a) is legally constituted as a corporation under a law of Québec and having its head office in Québec ;
- (b) finds at least 25% of the capital required to carry out the project ;
- (c) in the opinion of the Minister, provides sufficient guarantees to ensure the success of his enterprise, fulfilment of his obligations, and respect for the legal or statutory provisions which apply to his trade or industry.

### **DIVISION III LOAN AND INTEREST**

**6.** The loan must be used to pay expenses incurred or to be incurred for the development or modernization of the borrower's factory or to reimburse moneys borrowed for the above purposes.

**7.** The amount of the loan must not exceed 75% of the value of the assets specifically hypothecated, mortgaged, pledged, ceded or transferred to ensure repayment. The said value shall be established to the Minister's satisfaction.

**8.** The term of the loan must not exceed 15 years.

**9.** The rate of interest must not exceed by more than  $\frac{1}{4}$  the maximum interest rate on public issues of bonds of Québec issued during the 6 months preceding the date of the loan, nor exceed the rate approved by the Minister of Finance.

#### **DIVISION IV SECURITIES**

**10. Kind and size of securities :** The borrower must make an issue of bonds or debentures to the value of the loan and, in order to ensure repayment, he must hypothecate, mortgage, or pledge his present or future property, movable or immovable, and cede or transfer it to a trustee in accordance with of Division VI of the Special Corporate Powers Act (R.S.Q., c. P-16).

**11.** The aforesaid bonds may be payable on demand or payable at term.

**12.** The borrower must, by means of a loan agreement, cede or transfer to the lender the bonds payable on demand. The said agreement must include clauses concerning the repayment of the loan, default on the part of the borrower, and the protection and realizing of securities given by the borrower.

**13.** The trust deed drawn up for the purposes of section 10 must contain :

(a) a hypothec ranking first against the immovables of the borrower's factory and a mortgage or pledge ranking first against the plant, machinery, and operating equipment of the said factory ;

(b) a general floating charge ranking first against the borrower's entire enterprise and on all of the borrower's other property or assets.

Nevertheless, until such time as the securities become enforceable and the trustee has decided to make the floating charge enforceable, the said floating charge shall not hinder the borrower from selling, transferring or renting the property or assets covered by that charge nor from disposing of them in the ordinary course of business or for the purposes of his trade nor, especially, but without restricting the general applicability of the foregoing, from borrowing from his bankers by virtue of section 88 of the

Bank Act (S.C., 1980-81, c. 40) or otherwise or from others, upon the security of his contracts or other commercial agreements or documents, including his accounts receivable, or of his raw materials or manufactured products or products in process of manufacture or any other property or dues, covered by the floating charge, provided that such borrowing is in the ordinary course of his business and for the purpose of ensuring its continuation.

**14. Protection of securities :** The trust deed must contain the usual clauses providing for possession and use by the borrower, prior to defaulting, of pledged or mortgaged assets, and for the use of sums collected by the trustee, for the borrower's liabilities, failure by the borrower to fulfil his obligations, for the protection and realizing of the securities given by the borrower, for possession and administration by the trustee of assets ceded and transferred to him, for the sale of the said assets by the trustee for the benefit of the lender and bondholder, for the trustee's powers and duties, and for any other ancillary provisions.

If the bond is payable at term, the trust deed must also fix the conditions for repayment of the bond.

**15.** The trust deed must stipulate that the trustee may, at his discretion and in the event of any default by the borrower, and if he is so requested by the Minister or by the bondholder with the Minister's assent, take possession of all of the borrower's assets with power to continue to operate the borrower's enterprise and manage his business ; the deed must also provide for restitution to the borrower of all his assets in the event of his release from default, but with the trustee retaining his rights and recourses in case of any subsequent default, until the borrower has completely fulfilled his obligations.

**16.** The loan agreement, in the case of a bond payable on demand, and the trust deed, in the case of a bond payable at term, must stipulate that any sale, amalgamation, cession, transfer or alienation of the borrower's assets, excepting in the ordinary course of business or to ensure effective operation of his enterprise, must be approved beforehand by the Minister, the lender and the bondholder.

The said loan agreement and trust deed must also stipulate that any act likely to result in a change in the control of the corporation must be approved beforehand by the Minister, the lender, and the bondholder.

**17.** The draft of the trust deed, the draft of the loan agreement, and the file concerning the securities required of the borrower shall be submitted to the Minister.

**18.** In order to ensure repayment of the loan and protection of the securities, the Minister may, prior to authorizing the guarantee, require the borrower to have :

- (a) obtained deferment of certain debts and their transfer in favour of the lender ;
- (b) limited the salaries of his executives or employees ;
- (c) limited payment of dividends, rebates, or bonuses ;
- (d) limited the capital assets of his enterprise ;
- (e) subjected the redemption of preferred shares to the approval of the Minister, the lender, and the bondholder ;
- (f) agreed to any other measures designed to promote the profitability of the factory and ensure repayment of the loan.

**19. Realization of securities :** The trustee may not, without written permission from the Minister, realize securities provided for in the trust deed, until 30 days after serving notification thereof to the Minister.

**20.** Upon payment being made under the guarantee, the bond issued by the borrower shall be handed over to the Minister, who, in the name of the Government, shall enter or be subrogated into all the rights of the lender and bondholder.

#### **DIVISION V**

#### **FINANCIAL REPORTS AND STATEMENTS**

**21.** Every year, within 4 months of the end of his financial year, the borrower must submit to the Minister 2 copies of his financial statements certified by a chartered accountant, including the balance sheet and profit and loss statement for the said financial year, and the auditor's report on the accounts of the enterprise.

**22.** The borrower must also provide the Minister, at the end of the first half-year of each of his financial years, or more often if the Minister deems it expedient, with an interim financial statement including the balance sheet, an up to date profit and loss statement and the customary report, all prepared by the company's accountant, or, if required by the Minister, by the company's auditor.

**23.** The borrower must allow auditors, accountants or other agents of the Minister to enter his premises at any time and examine the account books, take excerpts from them, and, in general, have access to all of the borrower's books, files and business documents.

**24.** The trustee, lender, and bondholder must inform the Minister of any default on the part of the lender to fulfil any of his obligations respecting the guaranteed loan.



c. A-19.1, r.1

**Regulation prescribing the rules for the remuneration of the warden and the members of the council of the regional county municipality provided for in section 204 of the Act respecting land use planning and development**

An Act respecting land use planning and development (S.Q., 1979, c. 51 ; after consolidation : R.S.Q., c. A-19.1, s. 241)

**1.** The remuneration of the warden and the members of the council of the regional county municipality, for the exercise of functions related to the powers referred to in the first paragraph of section 188 of the Act respecting land use planning and development (S.Q., 1979, c. 51 ; after consolidation : R.S.Q., c. A-19.1), is established according to the following tariff :

(a) for every presence at a general or a special meeting of the council of the regional county municipality,

(b) for every presence, as a member, at a meeting of the executive committee of the regional county municipality,

(c) for every presence, as a member, at a public meeting of the committee chosen by the council of the regional county municipality according to section 20 of the Act respecting land use planning and development,

a sum of 150 \$ for the warden and that of 100 \$ for the other members.

**2.** The members of the council of the regional county municipality, the warden included, who represent the municipalities governed by the Municipal Code, are remunerated according to the regulation made by them in accordance with article 428 of the said Code, for the exercise of functions related to the powers referred to in the second paragraph of section 188 of the Act respecting land use planning and development.



c. A-20.01, r.1

## Regulation respecting pressure vessels

An Act respecting pressure vessels, and other legislation

(S.Q., 1979, c.75 ; after consolidation : An Act respecting pressure vessels, R.S.Q., c. A-20.01, ss. 27 and 28)

### PART I

#### GENERAL PROVISIONS

#### DIVISION I

##### DEFINITIONS

**1.1.1.** In the present Regulation, unless otherwise indicated, the following expressions and words mean or indicate :

- (a) "CSA" : Canadian Standards Association ;
- (b) "ANSI" : American National Standards Institute ;
- (c) "used pressure vessel" : pressure vessel which has already been used, and which changes ownership and location ;
- (d) "approved" : accepted by the chief inspector ;
- (e) "ASME" : American Society of Mechanical Engineers ;
- (f) "low pressure" :
  - i. gauge pressure of 103 kilopascals or less for steam and gases ; or
  - ii. gauge pressure of 1 100 kilopascals or less for water at a temperature not exceeding 121°C ;
- (g) "steam plant" : one, or a complete assembly of vessels generating steam, including the piping, accessories, connecting apparatus, safety devices, and the control or operative equipment ;
- (h) "boiler" : vessel using electric power or power generated by the combustion of a solid, a liquid, a gas or a mixture, to heat a liquid or transform it into vapour to be used for heating purposes, as a driving force or as a process of fabrication, transformation or transmission of heat ;
- (i) "fee" : as understood in the Act ;

(j) "fusible plug" : device having a predetermined-temperature fusible member for the relief of pressure ;

(k) "installer" : person who, for another person or for himself, does or has installation work done on vessels or piping under pressure ;

(l) "installation" : assembly of vessels and attached accessories including the piping ;

(m) "thermal liquid" : any liquid, other than water, which transfers heat ;

(n) "Act" : the Act respecting pressure vessels, and other legislation (S.Q., 1979, c. 75 ; after consolidation : An Act respecting pressure vessels, R.S.Q., c. A-20.01) ;

(o) "vapour pressure" : pressure exerted by the vapour above a liquid restrained in a closed vessel when the pressure is brought back to the atmospheric pressure.

#### DIVISION II

##### SCOPE

**1.2.1. Application :** This Regulation applies to all pressure vessels with the exception of the following :

(a) steam, hot water or thermal liquid low pressure boilers whose heating surface does not exceed 3 square meters of 30 kilowatts ;

(b) vessels other than those indicated in paragraph *a* which contain :

i. a gas under a gauge pressure which does not exceed 103 kilopascals ;

ii. a gas, vapour or liquid and whose capacity does not exceed 42,5 litre, irrespective of pressure ;

(c) reservoirs not equipped with a heating unit and containing a liquid whose vapour pressure does not exceed 103 kilopascals at the maximum working temperature.

**1.2.2. Former vessels :** When devices or materials are required by this Regulation, appropriate measures shall be taken to ensure equivalent safety conditions for the pressure vessels which were in operation on 27 December 1973.

**1.2.3. Equivalence :** The nature, size and arrangement of materials may differ from this Regulation, as long as the strength of the material and its safe use are at least equivalent to that prescribed.

**1.2.4. Chief inspector's decision :** If there is any conflict concerning equivalence, between the owner or user of a pressure vessel and the inspector, the chief inspector delivers a written decision which is final.

### DIVISION III CERTIFICATES

**1.3.1. Issue of certificates :** The chief inspector issues each certificate defined in sections 11 and 18 to 22 of the Act for the maximum working pressure and temperature. These maximums are determined by taking into account the approved and registered drawings and specifications for the construction of the pressure vessel, its installation, its condition, the inspections and tests it has undergone, and the accessories attached thereto. The working pressure and temperature shall never exceed those which are allowed by the certificates.

**1.3.2. Change of maximums :** The chief inspector lowers these maximums when an inspection proves that the condition of a pressure vessel or an installation so require. He raises them if the circumstances limiting them happen to be changed or corrected. In this case, the pressure vessel or the installation shall undergo and successfully stand such tests as will warrant the increase. A new certificate is issued when the working conditions are changed and the last certificate shall be destroyed.

**1.3.3. Posting :** The certificates issued in virtue of this Regulation shall be posted in proximity of the pressure vessel or installation for which they were issued. If this is impossible, the certificates shall be readily available at all times, at the request of an inspector.

**1.3.4. A certificate :** An A certificate is issued for any pressure vessel subject to an individual inspection and in conformity with this Regulation. For pressure vessels covered by this Regulation but not subject to an individual inspect (see section 2.4.15.2), manufacturer shall supply the chief inspector with an *affidavit* as for other vessels. When a pressure vessel is subject to an individual inspection, the A certificate shall be obtained before the installation of the vessel in question.

**1.3.5. B certificate :** A B certificate may cover one vessel or a separate installation including several pressure vessels.

### DIVISION IV INSPECTION IN GENERAL

**1.4.1. Co-operation :** Whoever owns, uses or is in charge of a pressure vessel shall provide the inspector with all the necessary means for an effective inspection. He shall give the inspector free access to the pressure vessel, supply him with the materials, equipment and documents required for the tests. He shall have all hand-hole and man-hole covers removed and have both the inside and outside of the pressure vessel cleaned.

**1.4.2. Supplementary requirements :** The inspector may require that the plates of a vessel be perforated, that one or many samples be taken or that tests be made at the expense of the owner or user in order to be sure of the thickness, the properties or the condition of the material, if no other approved testing method is available on the premises.

**1.4.3. Cleaning before inspection :** Any paint, material or coating whatsoever, which prevents making an effective inspection of a pressure vessel and determining its defects shall be removed.

**1.4.4. Presentation of certificates :** At the time of the inspection, the last certificates and documents respecting the vessel or installation shall be made available to the inspector. If the owner or user is aware of certain defects or irregularities that are not apparent, or if he learns of their existence, he shall advise the inspector thereof.

**1.4.5. Portable vessel :** The owner or user of a portable pressure vessel shall advise the chief inspector in writing from the moment he acquires such a vessel and later whenever there is a new installation for a period exceeding 3 weeks.

**1.4.6. Scrapped vessel :** Whoever decides to scrap a pressure vessel or not to use it as a pressure vessel shall destroy its stamping and so advise the chief inspector in writing, and return the certificates that he has on hand respecting the said vessel.

**1.4.7. Mandatory corrections :** If an inspector notices during an inspection that a pressure vessel or an installation is not in accordance with this Regulation, the inspector orders the necessary corrections and fixes a delay for completion of these correction. As soon as the corrections

have been made, the chief inspector shall be notified in writing by the owner or user.

**1.4.8. Stopping of operation :** If a vessel indicates an immediate danger, the inspector shall order the operation of the pressure vessel or the installation stopped, withdraw the certificates and seal the pressure vessel or the installation. Such a vessel shall be repaired in accordance with this Regulation and inspected before being reused.

**1.4.9. Breaking of seal :** It is strictly forbidden to break the seals placed by an inspector under section 1.4.8 without permission of the chief inspector. This permission is given if it is necessary to break the seals in order to carry out the repairs.

**1.4.10. Periodical verification and sampling :** The chief inspector proceeds by periodical verification and sampling for the inspection of pressure vessels when the firm has qualified personnel for the execution and inspection of the works, a quality assurance program, and inspection methods approved by the chief inspector in the following cases :

(a) the construction of the vessels mentioned in section 2.4.15.2 ;

(b) the inspection of existing installations, the small repairs and changes on vessels, and the additions to piping in refineries, nuclear plants, and other similar firms.

## **DIVISION V**

### **INSPECTION BY AUTHORIZED PERSON**

#### *§1.5.1. Annual inspection*

**1.5.1.1. General requirements :** The annual inspection may be carried out by any holder of a pressure vessel inspector's certificate, authorized by the chief inspector, on the following conditions :

(a) that he is in the employ of an insurance company which carries but this type of inspection and issues the annual certificate ;

(b) that the inspection procedure used be approved by the chief inspector.

**1.5.1.2. Inspection report :** This insurance company shall direct the authorized persons's work and transmit to the chief inspector detailed reports giving all data and information as may be necessary to allow the latter to correctly identify the vessel, to determine the maximum pressure that may be allowed, to detect possible danger and to

require necessary repairs or alterations. These reports shall also bear the name of the authorized person who carried out the inspection, along with the name of the person in charge of the vessel's maintenance and operation. These reports shall be countersigned by the employer and submitted to the chief inspector within the 30 days following the inspection date.

**1.5.1.3. Required notice :** The authorized person or his employer shall immediately notify the chief inspector if he is informed of a dangerous condition or an accident to a pressure vessel or attributable to it. Also he shall notify the chief inspector when he no longer has interest in inspecting a pressure vessel.

**1.5.1.4.** The chief inspector takes into account the reports of the authorized person when requiring appropriate alterations or repairs.

**1.5.1.5. Cancellation of authorization :** The chief inspector shall cancel the authorization granted to such a person, if the latter omits to abide by this Regulation or if he leaves his employer.

#### *§1.5.2. Other inspections*

**1.5.2.1. Exceptional authorization :** In emergency cases, the chief inspector may authorize the inspectors mentioned in section 1.5.1.1 or a stationary engineman or other skilled person, to perform an inspection. In such a case, the sketches or drawings, repair and test procedures, shall be furnished to the chief inspector with an attestation of conformity signed by the authorized person.

**1.5.2.2. Imported vessels :** The inspection of pressure vessels intended for importation into Québec shall be carried out by an inspector of an organization recognized by the chief inspector.

## **DIVISION VI**

### **ANNUAL INSPECTION**

**1.6.1. External and internal inspection :** The external inspection of any pressure vessel shall be carried out annually. However, the internal inspection shall be carried out every 2 years or at shorter intervals if the condition of the vessel proves it necessary. The internal inspection of a pressure vessel can be replaced by any other approved method which determines the internal condition.



**1.6.2. Inspection bared of any covering :** If its condition so requires, a boiler shall undergo an inspection bared of any covering 15 years after it has been installed and every 5 years thereafter.

**1.6.3. Out of operation :** Before putting into service a pressure vessel that has been out of operation for more than one year, the owner or user shall notify the chief inspector to obtain a C certificate before the vessel is put into operation.

**1.6.4. Utilization without certificate :** No one shall continue to use a vessel or an installation for which the annual certificate has not been issued after the delay determined according to section 1.4.7.

**1.6.5. Relocation :** If a pressure vessel is moved by its owner or user after the issue of the annual certificate, the said certificate automatically becomes null and a new B certificate becomes requisite.

This section does not apply to portable pressure vessels.

## DIVISION VII INSTALLATION INSPECTION

**1.7.1. Declaration :** The installer of any pressure vessel shall supply the chief inspector with a declaration for any pressure vessel installation before the beginning of the works. This declaration shall :

(a) identify and given the characteristics of each pressure vessel in the installation ;

(b) be accompanied with the corresponding fees ; and

(c) be accompanied with the plans and specifications in triplicate of all the installation, in order to obtain approbation before the beginning of the works, if the installation includes one or more of the following pressure vessels :

i. one or more boilers of fired pressure vessels whose total heating surfaces exceed 16 square metres or 165 kilowatts for the high pressure or 77 square metres or 825 kilowatts for the low pressure ;

ii. one unfired pressure vessel whose product of LxD (length times diameter or width) exceeds 4 square metres ;

iii. one or more refrigeration vessels whose total power exceeds 75 kilowatts for group 1 or 37,5 kilowatts for groups 2 and 3 as classified in Division VI of the Part III. The power used for the purpose of this Regulation is the one supplied by the motors included in the installation. If this power is not furnished by the manufacturer

when electric motors are concerned, it is calculated by using the values of 0,9 for the power factor and 0,8 for the efficiency.

**1.7.2. Piping addition :** The installer shall supply the chief inspector with a declaration of any addition or alteration to piping connected to an existing pressure vessel. This section does not apply to firms mentioned in paragraph b of section 1.4.10 when the said declaration is part of the approved quality assurance program.

**1.7.3. Execution of works :** The installation works shall be carried out according to this Regulation.

**1.7.4. Burning equipment :** The installation of the equipment related to the burning of oil shall conform to the standard Installation Code For Oil Burning Equipment, CSA B139-1971.

**1.7.5. Operation :** No one shall operate a pressure vessel and the attached piping without having first obtained the B certificate.

## DIVISION VIII INSPECTION OF USED PRESSURE VESSELS

**1.8.1. Used vessel :** No one shall again deal commercially with a used pressure vessel without first having notified the chief inspector to have it inspected and tested.

**1.8.2. Issue of D certificate :** After a satisfactory inspection and tests, a used pressure vessel registration number is stamped on the vessel and a D certificate is issued.

**1.8.3. Notice :** The owner shall notify the chief inspector giving the name and address of the person to whom a pressure vessel will be delivered or yielded.

**1.8.4. Interdiction :** No one may install a used pressure vessel without holding the corresponding D certificate.

**1.8.5. Lack of inspection and approval :** When a pressure vessel has been installed, or manufactured to be installed in Québec, in breach of the Act and this Regulation, without having been inspected and certified during

its construction, the said vessel shall be inspected for approval as a used vessel.

## **DIVISION IX REPAIRS AND ALTERATIONS**

**1.9.1. Accident, explosion, etc. :** The owner or user of a pressure vessel shall immediately notify the chief inspector of any accident, explosion, breakage, damage, or any condition capable of affecting the resistance of the vessel or of its installation. The said vessel shall not be repaired or altered before authorization has been first obtained from the chief inspector, except in the cases provided for in section 1.5.2.1.

**1.9.2. Previous authorization :** Whoever executes repairs or alterations on pressure vessels or their installation shall notify the chief inspector, supply him with requested documents such as plans, sketches, or calculations, and obtain authorization before the beginning of the works. This provision does not apply in the case provided for in section 1.4.10.

**1.9.3. Examination of vessel under repair :** At any time, an inspector has the right to examine a pressure vessel that is undergoing repairs.

## **DIVISION X SAFETY DEVICES**

**1.10.1. Repairs on safety devices :** Persons or firms intending to engage in the repairing of safety valves, relief valves or other safety devices, shall first file a formal notice with the chief inspector to this effect, and furnish a drawing and a detailed list of the testing equipment at their disposal. Written consent of the chief inspector shall be obtained before engaging in repairs.

**1.10.2. Seal :** A safety or relief valve that has been altered, fitted, or repaired and set, shall be sealed by an inspector or by the responsible person of the authorized firm. The identification of the authorized firm shall be indicated on the seals by the said person, and the pressure and the date of adjustment shall be indicated on the valve. The authorized firm that shall furnish this information at the request of the inspector shall keep a card indicating the characteristics of the valve, the completed repairs, and the name of the user.

**1.10.3. Testing laboratory :** The chief inspector may request, for testing purposes, that a safety or relief valve having undergone alterations be sent at the owner's or

user's expense, to a recognized testing laboratory to be tested as to its relieving capacity, calibration and setting.

**1.10.4. Quick opening closures :** When quick opening closures are used on a pressure vessel, the closing method shall satisfy the requirements of paragraph UG-35 (b) of section VIII, Division 1 of the ASME Code, 1971, with addenda 1971 and 1972. Furthermore, devices shall be installed in a way to prevent the forming of pressure inside the vessel when the closure is not completely fitted.

## **DIVISION XI WELDERS AND WELDING PROCEDURES**

**1.11.1. Qualified welders :** For welding on pressure vessels, on their accessories and on the piping connecting them, only welders qualified according to this Division for this type of work shall be employed.

**1.11.2. Welding certificate :** Welding on a pressure vessel and its piping, on piping containing steam, air or gas, are on the piping of a refrigeration installation shall be carried out by a welder holding a valid certificate.

**1.11.3. Derogation :** Notwithstanding section 1.11.2, in the case of the installation of hot water tanks having a pressure not exceeding 1 100 kilopascals and at a temperature not exceeding 121° C, and the same in the case of any piping operating at a pressure not exceeding 103 kilopascals, it is not necessary that the welding of pipes be done by a welder qualified according to this Division.

**1.11.4. Welding procedure :** Manufacturers, prior to commencing any welded construction, shall submit tested welding procedures to the chief inspector for approval and registration.

**1.11.5. Retesting exemption :** No welder may weld for an organization having an approved welding procedure without having passed the individual tests for the said procedure. However, the holder of a welding certificate issued by the Gouvernement du Québec may change employer without having to be retested, if the new employer has an approved procedure corresponding to the welder's qualifications. This section is only valid for the manual-arc welding procedures relating to materials classed as P-1 by the ASME (section IX in the Code) and using F-1, F-2, F-3 and F-4 electrodes.

**1.11.6. Test :** Any welding procedure and performance test shall conform to or be the equivalent of those in section IX Welding Qualifications of the ASME Code and those of the ANSI Code for Pressure Piping.

**1.11.7. Supervision of tests :** The approval and registration of welding procedures and the testing of welders shall be performed by the Inspector's Office. In the case of pressure vessels approved and registered and then shipped into Québec, the supervision of the tests shall be carried out by an inspector in the employ of an organization recognized and accepted by the chief inspector.

**1.11.8. Personal qualification :** When personal welding qualification tests take place in an establishment approved by the chief inspector, the latter may authorize a qualified person to do the supervision of the tests provided that this person is not interested in the pressure vessel trade or in test results.

**1.11.9. Cutting-oxyacetylene blowpipe :** When the welding requires cutting with an oxyacetylene blowpipe, the preparation of joints shall be done in that manner during a welding test.

**1.11.10. Admissable candidates :** The only persons allowed to take the welding test for personal qualification in the P-1 group (mild steel) are the candidates answering one of the following conditions :

- (a) have followed welding courses in an establishment recognized by the Ministère de l'Éducation ;
- (b) have a qualification certificate in high pressure welding granted by the Ministère du Travail, de la Main-d'œuvre et de la Sécurité du revenu of Québec, by another province or from a foreign country ; or
- (c) furnish an official attestation from their employer attesting their aptitude to undergo the test.

**1.11.11. Supplemental examination delay :** If a candidate fails his test, he may take another test within the following required time :

- (a) for a first supplemental examination, 15 days after the initial test ;
- (b) for second supplemental examination, 90 days after the first supplemental exam ; and

(c) for any further supplemental examinations, 6 months after the last failure of the candidate.

**1.11.12. Immediate retest :** However, if a candidate fails only one position in tests concerning many positions, or when a failure is due to faulty equipment or material and is not attributable to the candidate, the latter may immediately retake this test.

**1.11.13. Validation period :** The qualification of welders is valid for 1 year. However, a 6-month maximum extension is granted upon presentation of an attestation from each of the employers certifying that the welder has used regularly the specific procedure during the last 3 months of his qualifying period.

**1.11.14. Waiver of annual test :** Where an authorized manufacturer can produce x-ray evidence of the continued ability of a welder to do approved welding, the annual test may be waived. When such retest is waived, the chief inspector issues and annual authorization to the welder concerned.

## **DIVISION XII PRESSURE VESSEL INSPECTORS**

### *§1.12.1. Inspector's qualifying certificate*

**1.12.1.1. Classes of certificates :** Inspector's qualifying certificates issued by the Inspectors' Office, are divided into classes corresponding to the characteristics of the pressure vessel installations that the holder may inspect :

- (a) Class A inspector's qualifying certificate : the holder of this certificate may carry out the inspection of any installation or vessel provided for in the Act ;
- (b) Class B inspector's qualifying certificate : the holder of this certificate may carry out the inspection of any installation or vessel provided for in the Act, except for steam boiler installations whose power is equal to or superior to 9 810 kilowatts.

### *§1.12.2. Examination for an inspector's qualifying certificate*

**1.12.2.1. Required qualification :** In order to obtain an inspector's qualifying certificate, the candidate shall successfully pass the examination prepared to this effect for the class in which he is a candidate, provided he previously meets one of the following requirements :

(a) for the examination leading to a Class A inspector's qualifying certificate ;

i. hold a Class B qualifying certificate and have worked as such for 24 months or more ;

ii. hold a stationary engineman's 1<sup>st</sup> class certificate (heating by steam engines), issued pursuant to the Stationary Enginemen Act (R.S.Q., c. M-6), and have worked as such for at least 2 years on a 1<sup>st</sup> class installation ;

iii. hold an inspector's qualifying certificate granted by another province and prove he has worked as such during at least 12 months in this other province ; or

iv. have a college diploma with pertinent specialization such as mechanical or metallurgic techniques, or an equivalent diploma recognized by the Ministère de l'Éducation, and have 5 years experience related to pressure vessel inspections, especially to works related to manufacturing, installation or repairing of pressure vessels and welding or control of the quality of equipment or materials. Any one year of post college studies, with physical sciences as the main subjects, is equivalent to 1 year's experience ;

(b) for the examination leading to a Class B inspector's qualifying certificate :

i. hold a stationary engineman's 2<sup>nd</sup> class certificate (heating by steam engines), issued pursuant to the Stationary Enginemen Act, and have worked as such for a period of 12 months or more ;

ii. have a college diploma with pertinent specialization such as mechanical or metallurgic techniques, or an equivalent diploma recognized by the Ministère de l'Éducation and have 3 years experience related to pressure vessel inspection, especially to work related to manufacturing, installation or repairing of pressure vessels and welding or control of the quality of equipment or materials. Any one year of post college studies, with physical sciences as the main subjects, is equivalent to 1 year's experience ; or

iii. have passed Grade 11 in an establishment recognized by the Ministère de l'Éducation and have 9 years experience in pressure vessel inspections, especially in work related to manufacturing ; installation or repairing of pressure vessels and welding or control of the quality of equip-

ment or materials. Any one year of post secondary studies, with physical sciences as the main subjects, is equivalent to 2 years experience.

#### *§1.12.3. Certificate renewal*

**1.12.3.1. Validation period :** Inspector's qualifying certificates are valid as of their issue date until 31 December of the same year and shall be renewed annually.

#### **1.12.3.2. Unrenewed certificate :**

(1) Any inspector who has not renewed his certificate for at least 3 consecutive years shall undergo another examination.

(2) Any inspector who has not renewed his certificate for less than 3 consecutive years shall pay the arrears at the moment of renewal.

This section does not apply to inspectors of the Inspector's Office.

#### *§1.12.4. Supplemental examination*

**1.12.4.1.** Following a failure, the unsuccessful candidate may not sit a second time for an examination unless 60 days have elapsed since the date of his last exam.

#### *§1.12.5. Cancellation of inspector's qualifying certificates*

**1.12.5.1.** The Government may cancel the nomination of an inspector, on the chief inspector's recommendation, when this inspector is burdened with the following incapacities or is guilty of any of the following infractions :

- (a) intemperate habit or use of drugs ;
- (b) insanity or infirmity ;
- (c) incompetency, dishonesty or serious negligence in the performance of his work ;
- (d) obtainment of his certificate through fraud or under misrepresentations ;
- (e) helping any person to fraudulently obtain his certificate ;
- (f) allowing an other person to use his certificate ;
- (g) falsifying or allowing others to falsify his own certificate.

## DIVISION XIII FEES

**1.13.1. Boilers other than cast-iron boilers and fired vessels :** In the case of boilers, other than cast-iron boilers, and fired vessels, the fees are drawn up in the following manner :

(a) approval and registration of plans and specifications for fabrication : 13,50 \$ plus 1,61 \$ per 10 square metres of heating surface or per 100 kilowatts or additional fraction with a maximum of 150 \$ ;

(b) fabrication inspection, per unit. Issue of A certificate : 9 \$ plus 1,08 \$ per 10 square metres of heating surface or per 100 kilowatts or additional fraction with a maximum of 150 \$. However, in the case of :

i. boilers whose heating surface does not exceed 7 square metres or 75 kilowatts, the fees are 7 \$ ;

ii. vessels mentioned in section 2.4.15.2, sampling inspection, verification and inscription fees are 3 \$ per vessel ;

(c) approval of plans and inspection of the installation and issue of B certificate : 13,50 \$ plus 1,61 \$ per 10 square metres of heating surface per 10 square metres of heating surface or per 100 kilowatts or additional fraction with a maximum of 200 \$ for each vessel ;

(d) inspection of a used pressure vessel and the issue of D certificate : same rate as the one provided for in paragraph c ;

(e) inspection of important repairs or alterations : 9 \$ plus 1,08 \$ per 10 square metres of heating surface or per 100 kilowatts or additional fraction with a maximum of 50 \$ ;

(f) annual or periodical inspection and issue of C certificate : same rate as the one provided for in paragraph e.

**1.13.2. Unfired pressure vessels :** In the case of unfired pressure vessels including tubular heat exchangers, the fees are drawn up, in relation to the product of  $L \times D$  (product of the total length of the vessel times its diameter or width), in the following manner :

(a) approval and registration of plans and specifications for fabrication : 9,50 \$ plus 0,54 \$ per 10 square decimetres or additional fraction with a maximum of 100 \$ ;

(b) fabrication inspection, per unit. Issue of A certificate : 7,70 \$ plus 0,32 \$ per 10 square decimetres or additional fraction with a maximum of 75 \$. However, in the case of vessels mentioned in section 2.4.15.2, sampling inspection,

specification, verification and inspection fees are 2 \$ per vessel ;

(c) approval of plans and inspection of the installation and issue of B certificate : 9,70 \$ plus 0,32 \$ per 10 square decimetres or additional fraction with a maximum of 100 \$ ;

(d) inspection of a used pressure vessel and issue of D certificate : same rate as the one provided for in paragraph a for each vessel ;

(e) inspection of important repairs or alterations : 7,70 \$ plus 0,32 \$ per 10 square decimetres or additional fraction with a maximum of 50 \$ ;

(f) annual or periodic inspection and issue of C certificate : 4,80 \$ plus 0,22 \$ per 10 square decimetres or additional fraction with a maximum of 25 \$.

**1.13.3.** In the case of unfired pressure vessels with the exception of tubular heat exchangers and vessels mentioned in section 2.4.15.2, when more than one vessel having the same Canadian registration number are inspected during the same visit of an inspector, fees for fabrication inspection and issue of A certificates are calculated in terms of the rate provided for in paragraph b of section 1.13.2 in the following manner :

(a) 2 vessels : 90% of the rate for each vessel ;

(b) 3 vessels : 80% of the rate for each vessel ;

(c) 4 vessels : 70% of the rate for each vessel ;

(d) 5 vessels : 60% of the rate for each vessel ;

(e) 6 vessels and more : 50% of the rate for each vessel.

**1.13.4. Cast-iron boilers :** The fees for the approval and the registration of plans and specifications of cast-iron boiler sections capable of being combined together to make up boilers of the same type but of various sizes, per series of sections registered at the same time, are : 15 \$.

**1.13.5.** The fees for the registration, approval and inspection of an installation of a cast-iron boiler and the issue of the B certificate are established in the following manner : 14 \$ plus 1,08 \$ per 10 square metres of grate surface (product of the width times the length of the combustion chamber) or additional fraction.

**1.13.6.** The fees for the annual or periodical inspection of cast-iron boilers are : 8 \$ per boiler.

**1.13.7. Refrigeration system :** The fees for the approval of the plans and the installation inspection for a refrigeration system and the issue of the B certificate are established in the following manner : 14,60 \$ plus 0,54 \$ per kilowatt or additional fraction for each refrigeration unit with a maximum of 250 \$.

**1.13.8. Vessels destined for nuclear energy sectors :** The fees for the fabrication inspection of vessels or accessories destined for the nuclear energy sector according to the requirements of this Regulation, the ANSI Code B 31.7-1969 with addenda 1971 and 1972, and section III of the ASME Code, 1971, with addenda 1971 and 1972, are established at 40 \$ per half day or fraction thereof. This same rate also applies for the inspection by periodic verification and sampling in the cases provided for in paragraph b of section 1.4.10.

**1.13.9. New piping on existing installations :** The fees for the approval and registration of the installation plans and for the installation inspection of piping which is added to an existing installation are drawn up as follows :

(a) for pipes not exceeding 76 millimetres in diameter and 30 metres in length : 8 \$ ;

(b) for pipes more than 76 millimetres but not exceeding 152 millimetres in diameter and 30 metres in length : 10 \$ ;

(c) for pipes more than 152 millimetres but not exceeding 305 millimetres in diameter and 30 metres in length : 16 \$ ;

(d) for pipes of more than 305 millimeters in diameter but not exceeding 30 metres in length : 24 \$ ;

(e) for any pipe installation exceeding 30 metres in length : 50% shall be added to the rates mentioned above for each 30 metres or fraction of an additional 30 metres ;

(f) for the cases referred to in paragraph b of section 1.4.10 the fees are calculated according to the total installed length during the period covered between 2 periodical verifications.

**1.13.10. Accessory plans and specifications :** The fees for the examination and the registration of plans and specifications of an accessory, for each particular size, are 10 \$.

**1.13.11. Series of accessories of differing sizes :** Maximizing fees for the examination and registration of the plans and specifications of a series of accessories of the

same type and of the same pressure, but having different sizes, if registered in series on a single plan and specification are 30 \$.

**1.13.12. Plan revision :** The fees for the checking and approval of a revised plan already approved are 10 \$ provided it does not involve a new registration.

**1.13.13. Seals :** The fees for sealing or unsealing a valve or a safety device are 10 \$.

**1.13.14. Work outside regular hours :** Fees of 20 \$ per hour including travelling time with a total minimum cost of 40 \$ apply for any inspection, supervision or checking carried out on demand outside the regular working hours of an inspector.

**1.13.15. Welding tests relative to high pressure :** The fees for welding tests relative to high pressure are established as follows :

(a) any request for approval and registration of a welding procedure submitted to the chief inspector shall be accompanied by fees to the amount of 25 \$ per procedure. Fees for a procedure revision are 10 \$ ;

(b) the fees per test and per position are 5 \$, irrespective of the number of parts for each procedure and for each candidate qualified according to the requirements of this Regulation and of section IX of the ASME Code, 1971, with addenda 1971 and 1972 ;

(c) the fees for the qualification of welders by sufficient proof with the aid of radiographs, as mentioned in section 1.11.14 are the same as those in paragraph b ;

(d) the fees for a supplemental test are the same as those in paragraph b ;

(e) the fees shall be paid by the employer for the qualification of his welders on his procedure(s) ; and

(f) the fees for a personal test according to a standard procedure established by the chief inspector shall be paid before the test by the candidate.

**1.13.16. Additional fees :** If an inspector is unable to inspect a pressure vessel at the time of his first visit for this purpose and is obliged to make a new visit on account of the neglect or refusal of an owner or user, the latter shall have to pay special fees equal to the cost of the inspector's travelling and stop-over expenses.

**1.13.17. Inspection outside Québec :** Where an inspector is requested to effect an inspection outside Québec, it is deemed as a special inspection and the person or firm requesting such an inspection shall reimburse the travelling and stop-over expenses incurred by the said inspection, plus the corresponding fees.

**1.13.18. Payment of fees :** The fees applying to the approval of fabrication plans of different types of pressure vessels shall be paid when the said plans are submitted for the approval.

**1.13.19.** The fees for the approval of plans and the installation inspection shall accompany the installation declaration when submitted.

**1.13.20.** The fees for the annual inspection apply to installations having no inspection certificate, from an insurance company.

**1.13.21. Inspector's qualification :** The fees for the inspector's qualifying examination are the following :

- (a) examination for Class A or B . . . . . 25 \$ ;
- (b) supplemental examination . . . . . 15 \$ ;
- (c) renewal of attestation . . . . . 10 \$ .

## PART II CONSTRUCTION AND INSPECTION OF PRESSURE VESSELS

### DIVISION I DEFINITIONS

**2.1.1.** In this Part, unless otherwise indicated, the following expressions and works mean or indicate :

(a) "fittings" : safety valves, stop valves, automatic stop-and-check valves, blow-down valves, reducing valves, water gauges, gauge cocks, pressure gauges, injectors, test cocks, fusible plugs, regulating and controlling devices and pipe fittings attached to, or forming part of, any boiler, pressure vessel, steam plant, oil refinery, or refrigerating plant ;

(b) "oil still" : apparatus for separating, evaporating, cracking or refining oil or any of the constituents thereof ;

(c) "unfired pressure vessel" : unfired pressure vessel which exceeds 152 millimetres in diameter and has a volume greater than 42,5 litres in that part or parts of the

vessel which are designed for a pressure exceeding 103 kilopascals ;

(d) "steam processor" : vessel which is used for the purpose of raising the temperature of any material placed therein by means of steam having a pressure exceeding 103 kilopascals ;

(e) "heating boiler" : low pressure boiler designed in accordance to section IV of the ASME Code and this Regulation ;

(f) "diameter" : inside diameter ;

(g) "heat exchanger" : condenser, evaporator, heater or cooler or any similar apparatus which is not specifically defined herein, if the design pressure or relief valve setting exceeds 103 kilopascals and if the diameter is over 152 millimetres or if the net capacity exceeds 42,5 litres ;

**N.B.** A heat exchanger does not include the condenser as regularly used with a turbo-generator or other power plant prime mover.

(h) "manufacturer" : company or person who manufactures completely or in part, a boiler, pressure vessel, or fittings and completes the product and is responsible for the end product ;

(i) "refrigeration plant" : complete installation of machinery by which refrigerants are vaporized, compressed and liquified in their refrigerating cycle and according to Part III ;

(j) "CRN" : Canadian registration number ;

(k) "design" : drawings and specifications, specimens or models submitted to the chief inspector for approval and registration ;

(l) "pressure" : gauge pressure in kilopascals ;

(m) "oil refinery" : plant for separating, evaporating, cracking, desalting, purifying or refining oil or any of the constituents thereof, and includes all fired and unfired pressure vessels other than boilers installed therein ;

(n) "tank with respect to liquified petroleum gas storage" : class of containers for the storage of, and transportation of propane, designed and fabricated in accordance with this Regulation ;

(o) "hot-water tank" : pressure vessel used to contain hot water at a pressure exceeding 103 kilopascals, and having a diameter of more than 610 millimetres. For the purpose of field inspection does not include a hot-water

tank in a private residence occupied by not more than 2 families ;

(p) “cushion tank” : vessel of more than 610 millimetres in diameter or 453 litres of capacity and designed for installation in a closed hot water heating system to provide an air cushion for the expansion of the water ;

(q) “liquid receiver” : vessel in which a liquid refrigerant is stored under a pressure exceeding 103 kilopascals ;

(r) “hydropneumatic tank” : vessel having a diameter of more than 610 millimetres or 453 litres of capacity and containing both liquid and gas at a pressure exceeding 103 kilopascals ;

(s) “welding” : localized intimate union of metal parts in the plastic or molten states with the application of mechanical pressure or blows, and in the molten and vapour states without the application of mechanical pressure or blows.

## DIVISION II SCOPE

**2.2.1.** This Part applies to any steam and hot-water boiler, pressure vessel, heat exchanger, air receiver, liquid receiver, oil refinery, refrigerating plant, steam plant, steam processor, or any other fitting or piping, insofar as the same is provided for by the Act.

**2.2.2. Exclusion :** This Part does not apply :

(a) to boilers or unfired pressure vessels operating or under the supervision of the Canadian Transport Commission and which are constructed, marked, and maintained in accordance with their specifications and regulations ;

(b) to boilers or pressure vessels subject to inspection under the Canadian Shipping Act (R.S.C., 1970, c. S-9).

## DIVISION III GENERAL REQUIREMENTS

**2.3.1. Applicable standards :** Except as otherwise provided in this Regulation, the standards governing the design, fabrication, installation, testing, and inspection of boilers, pressure vessels, piping and fittings shall be those set forth in the following codes of the American Society of Mechanical Engineers and of the American National Standards Institute :

**ASME Code, 1971, with addenda 1971 and 1972 ;**

Section I            Power Boilers ;

Section IIA        Material Specifications-Ferrous ;

Section IIB

Material Specifications-Non-Ferrous ;

Section IIC

Material Specifications-Welding Materials ;

Section III

Nuclear Power Plant Components ;

Section IV

Heating Boilers ;

Section V

Nondestructive Examination ;

Section VI

Recommended Rules for Care and Operation of Heating Boilers ;

Section VII

Recommended Rules for Care of Power Boilers ;

Section VIII

Pressure Vessels, Division 1 ;

Section VIII

Pressure Vessels, Division 2 ;

Section IX

Welding Qualifications ;

Section X

Fiberglass - Reinforced Plastic Pressure Vessels ;

Section XI

Inservice Inspection of Nuclear Reactor Coolant Systems ;

### ANSI Standards :

B31.1.0 – 1967    Power Piping, with addenda 1971 and 1972 ;

B31.2 – 1968      Fuel Gas Piping ;

B31.3 – 1973      Petroleum Refinery Piping ;

B31.7 – 1969      Nuclear Power Piping, with addenda 1971 and 1972.

**2.3.2. Reference :** For the purpose of this Regulation, a reference to the ASME Code means the ASME Code, 1971, with addenda 1971 and 1972.

**2.3.3. Registration :** All fittings attached to a boiler or pressure vessel or used in any pressure plant piping system shall be suitable for the specific design service condition and registered in compliance with section 2.5.1 or 2.5.2.

**2.3.4. Age limit :** The age limit of any high pressure lap seam riveted boiler is 20 years, after which the safety factor shall be increased by at least 0,1 each year, and if over 915 millimetres in diameter and relocated, shall not be operated at a higher pressure than 103 kilopascals.



**2.3.5. Power equivalence :** For the purpose of registration, 10 kilowatts is the equivalent of 1 square metre of heating surface, exclusive of superheater surface and irrespective of type, except for electric boilers where capacity is rated at the maximum capacity of the heating element in kilowatts.

#### §2.3.6. Piping

**2.3.6.1.** Any piping connected to boilers, pressure vessels and pressure plants shall meet the requirements of the ASME Code and the ANSI Code for pressure piping.

**2.3.6.2. Coils :** All pretroleum furnace coils shall be considered as pressure piping. The design specifications and calculations shall be submitted for approval and registration.

**2.3.7. Registration :** All power and miniature boilers shall be registered. All low-pressure heating boilers with a heating surface exceeding 3 square metres shall be registered.

**2.3.8. Cast iron boilers :** Cast iron boilers shall be constructed in compliance with section IV the ASME Boiler and Pressure Vessel Code and this Part.

**2.3.9. Storage tanks :** Liquified petroleum gas storage and transport tanks having a water capacity of 22 730 litres or more shall be constructed with manhole opening.

**2.3.10. Anhydrous ammonia transportation :** Pressure vessels used for highway transportation of anhydrous ammonia shall be designed for a minimum working pressure of 1 825 kilopascals.

### DIVISION IV REGISTRATION OF DESIGNS

**2.4.1. Drawings and specifications :** Drawings and specifications of designs for all boilers, pressure vessels, and fittings, also for proposed refrigeration or steam plants, including piping arrangements and their specifications, shall be submitted in triplicate to the chief inspector.

**2.4.2. Required information :** Drawings and specifications of any boiler or pressure vessel shall state the maximum design pressure and temperature, the working pressure for proportioning safety valves, the material thickness and specifications, method of fabrication, and the purpose for which the boiler or pressure vessel is to be used.

**2.4.3. Approval :** Before commencing construction of a pressure vessel or boiler to be built under this Regulation, the manufacturer's drawings and specifications shall have been submitted to, and approved by, the chief inspector.

**2.4.4. Stamping space :** Drawings submitted with applications for approval and a registration shall be provided with a blank space of 100 millimetres by 100 millimetres on which an official approval stamp may be placed.

**2.4.5. Specification forms and affidavit of manufacturer forms** are supplied by the chief inspector on request.

**2.4.6. Fees :** Fees for survey, approval and registration are as prescribed in Division XIII of Part I.

**2.4.7. Registration number :** Designs when finally approved, are given a registration number and vessels, described therein, may be manufactured in any number to such registered designs provided they meet the requirements of these designs. Reference shall be made to the registration number when submitting *affidavit* of manufacturer pertaining to each vessel.

**2.4.8. Construction from the design :** Boilers and pressure vessels shall be built from the registered design until changes are made in this Regulation that affect the design. In this case the design becomes obsolete and no further construction shall be made to such a design after a period of 12 months.

**2.4.9. Design revision :** Notwithstanding the fact that a design has been approved by the chief inspector, if it be afterwards found to be defective in any detail, the manufacturer is notified accordingly, and shall thereupon revise the design to meet this Regulation.

**2.4.10. New drawings and specifications :** Changes made by a manufacturer in designs already approved and registered necessitate the submitting of new drawings and specifications to the chief inspector for approval.

**2.4.11. Report to manufacturer :** When a design is submitted and not approved, a report on the design shall be sent by the chief inspector to the manufacturer by whom it was submitted, who shall forward new drawings and specifications which shall conform to this Regulation.

**2.4.12. Responsibility :** The approval of drawings will not in any way relieve the manufacturer of responsibility in the construction of a boiler, pressure vessel or fittings, according to this Regulation.

**2.4.13. Foreign vessels :** Boilers or pressure vessels which have been previously installed or used outside Québec may not be installed in Québec without being registered in accordance with this Regulation. The application for registration shall be accompanied with a complete design, drawings and specifications, and *affidavit* of the manufacturer, and the last inspection report.

**2.4.14. Stock :** Where shop inspection is required by this Regulation, and subject to section 2.4.15.2, an *affidavit* of the manufacturer bearing the signature of the authorized shop inspector shall be forwarded to the chief inspector when a boiler or pressure vessel is delivered to a purchaser in Québec. In the case of boilers or pressure vessels manufactured for stock, the name and address of the ultimate owner and location of the installation, when not available to the manufacturer at the time the boiler or pressure vessel leaves the plan shall be filled in by the sales agent.

*§2.4.15. Shop inspection – including imported equipment*

**2.4.15.1. Mandatory shop inspection :** Boilers and pressure vessels shall be shop inspected during fabrication by the following authorized inspectors :

(a) in Canada, by an inspector employed by a provincial pressure vessel inspection jurisdiction ;

(b) in the United States, by an inspector authorized by the chief inspector, or by an inspector holding a valid National Board Commission and employed by a boiler and pressure vessel insurance company or by a state which uses the ASME Code as part of their legal requirements ;

(c) in any country, other than Canada and the United States, by an inspection authority authorized by the chief inspector.

**2.4.15.2. Non mandatory inspection :** Notwithstanding section 2.4.15.1, the following boilers and pressure vessels are exempt from shop inspection provided that they comply with this Regulation and are so certified in the form of an *affidavit* of the manufacturer :

(a) low pressure steel boilers with 5 square metres of heating surface or less and cast iron sectional boilers ;

(b) unfired pressure vessels as specified in paragraph U-1 (h) of section VIII of the ASME Code ;

(c) hot water tanks, hydropneumatic tanks, and cushion tanks not exceeding 762 millimetres in diameter with no limit on capacity.

**2.4.16. Destruction pressure :** Designs covering cast iron steam or hot water boilers shall be accompanied by a proof test certificate indicating the destruction test pressure for each type or series submitted for approval. The maximum allowable working pressure shall be not more than 1/6 of the lowest hydrostatic pressure at which any particular section failed. In no case shall the bursting pressure be less than 830 kilopascals for steam boilers and 1 250 kilopascals for hot water boilers.

## DIVISION V REGISTRATION OF FITTINGS

**2.5.1. Required informations :** Drawings and specifications of all fittings to be used on boilers, pressure vessels, or pipe lines carrying pressure, shall be sent in triplicate, to the chief inspector for approval and registration, before any fitting is used. These drawings and specifications shall indicate all sizes and thicknesses of metal ; also composition of materials, tensile strength, compressive strength of all parts which are subject to compression ; also the pressure to which the fitting was tested by the manufacturer, at what pressure a sample fitting ruptured if tested to destruction, and the maximum working pressure and temperature.

**2.5.2. Collective registration :** It is not necessary to register each design of fittings, provided they comply with the ASME and ANSI Codes as to their dimensions, identification, materials and service for which they are required. Each manufacturer shall have the fittings registered collectively by forwarding to the chief inspector an *affidavit* in triplicate. Rating sheets of safety and relief

valves shall be submitted with each type and size of valve to be registered.

**2.5.3. Safety valves :** Safety valves shall be registered in compliance with sections 2.5.1 and 2.5.2. Rating sheets shall be submitted with each type and size of valve to be registered.

**2.5.4. Registration cancellation :** Should an inspector find that a manufacturer is supplying that do not fully comply with this Regulation, the registration number is cancelled immediately.

**2.5.5. Fees :** The fees for registration of fittings are as set forth in Division XIII of Part I.

**2.5.6. Sample fittings :** In order to ensure their conformity to this Regulation, the chief inspector may require that sample fittings be forwarded to him at the expense of the party registering. These samples may be retained or returned at the registering party's expense.

**2.5.7. Faulty fittings :** The chief inspector may select, in doubtful cases, any approved and registered fittings in an agent's stock and test them, and should a number of fittings made from any registered design prove to be faulty, the chief inspector cancels the registration of these fittings.

## DIVISION VI REGISTRATION NUMBERS

**2.6.1. Registration number :** After having approved the designs and specifications, the chief inspector allots a registration number in which the figure (6) after the decimal point indicates that the vessel has been registered in Québec.

**2.6.2. Previous registered design :** When a design which has been registered in another province, has to be registered in Québec, the chief inspector shall retain the original registration number and add the figure indicating Québec (6) after the decimal point or the figures following the decimal point.

**2.6.3. Identification of provinces :** The provinces and territories are indicated by the following figures or letters :

(a) British Columbia : 1 ;

(b) Alberta : 2 ;

(c) Saskatchewan : 3 ;

(d) Manitoba : 4 ;

(e) Ontario : 5 ;

(f) Québec : 6 ;

(g) New Brunswick : 7 ;

(h) Nova Scotia : 8 ;

(i) Prince Edward Island : 9 ;

(j) Newfoundland : 0 ;

(k) Northwest Territories : T ;

(l) Yukon Territory : Y.

**N.B.** For example, a design registered in Ontario and allotted the number 357 shall be registered as design number 357.5. If this design is subsequently registered in Alberta, the registration number shall be 357.52 ; and if afterwards registered in Manitoba, the registration number becomes 357.524. The first number being the original registration number.

**2.6.4. Previous registration :** When submitting designs which have already been registered in another province for registration in Québec, manufacturers shall give the name of the province in which these designs have previously been registered together with numbers and dates of registrations.

**2.6.5. Fitting registration :** The number allotted to an approved design of any fitting shall be a number preceded by a cipher and ending with a decimal point, to the right of which is added the number indicating the province in which the design is registered.

**N.B.** For example, a design in Québec is 0675.6.

**2.6.6. Welding procedure registration :** Welding procedure shall be registered in the same manner as provided in sections 2.6.1 and 2.6.2. The prefix letter "WP" shall be used to designate Welding Procedure followed by the registration number. To the right of this is added the figure (6) indicating Québec.

To the extreme right, the manufacturer's specification number shall be added.

**For example :** WP-123.6-MA-1

WP : Welding Procedure

123 : Registration Number

.6 : Digit indicating Québec

MA-1 : Manufacturer's Specification Number.

## DIVISION VII STAMPING

**2.7.1. Minimum requirements :** Minimum requirements stamping requirements for Québec are the following :

- (a) manufacturer's name ;
- (b) the vessel's registration number (CRN) ;
- (c) the vessel's serial number ;
- (d) materials and thickness of the shell and leads ;
- (e) the maximum working pressure in kilopascals at a given temperature in °C ;
- (f) the paragraph of the ASME Code by which the construction was effected ;
- (g) the heating surface or the kilowatt capacity when applicable ;
- (h) the size of unfired pressure vessels ;
- (i) the inspector's initials and the inspection date.

## DIVISION VIII BLOW-OFF PIPES AND TANK

**2.8.1. Blow-off tank :** Where the blow-off from any boiler having a working pressure exceeding 103 kilopascals is discharged into a closed sewer system, a blow-off tank or other suitable approved device shall be placed between the boiler and sewer for the purpose of reducing the pressure and temperature of the water entering the sewer.

**2.8.2. Minimum capacity :** Where blow-off tanks are provided, they shall be of an approved and registered design and have a minimum capacity or volume equivalent to the following :

<i>Nominal Kilowatt Capacity</i>	<i>Size of Blow-off Tank in Millimetres</i>
50 to 200	460 X 610
201 to 500	610 X 760
501 to 1 000	760 X 915
1 001 to 2 000	915 X 915
2 001 to 4 000	915 X 1 065
4 001 to 8 000	1 065 X 1 220
8 001 and over	1 220 X 1 525

In a battery of boilers the largest size boiler shall establish size of the blow-off tank. The minimum plate thickness shall be 6 millimeters.

The lengths referred to are overall lengths of the tank.

### §2.8.3. Inlets and outlets

**2.8.3.1. Outlets :** The outlets shall have at least 3 times the area of the inlet pipe to the blow-off tank, and be made to extend downward internally by means of an elbow or its equivalent to within 152 millimetres of the bottom of the tank. To prevent siphoning, the elbow shall be vented by means of a hole 19 millimetres in diameter in its upper half.

**2.8.3.2. Vent pipe :** A steel vent pipe of standard weight, at least 3 times the area of the largest blow-off pipe from any boiler, shall lead to the atmosphere from the top of the tank.

**2.8.3.3. Drain connection :** A drain connection having a minimum size of 32 millimetres shall be connected at the bottom, fitted with a tee for cleaning.

**2.8.3.4. Manhole :** For convenience in cleaning the tank, a manhole not less than 280 millimetres by 380 millimetres shall be provided except in the case of a tank, 460 millimetres by 610 millimetres, where a handhole, 100 millimetres by 150 millimetres, may be used.

**2.8.4. Construction :** All blow-off tanks shall be designed in accordance with section VIII of ASME Code to a working pressure of not less than 30% of the maximum pressure with a 3-millimetre minimum corrosion allowance added.

**2.8.5. Access for inspection :** Blow-off tanks shall be installed so as to permit free access for internal and external inspection.

**2.8.6. Piping and fittings :** All piping and fittings used between the boiler blow-off valves and blow-off tank shall be designed for the maximum boiler pressure and made as direct as possible. The blow-off tank shall be installed so that the piping from the boiler shall slope downwards towards the tank. Where the elevation of the tank precludes the above condition, a drain shall be provided at the lowest point of the blow-off line.

**2.8.7. Blow-off valves :** Any steam boiler having a working pressure of 700 kilopascals shall be equipped with 2 approved blow-off valves, and of which shall be of the slow-opening type.

**2.8.8. Boilers in battery :** Each boiler in a battery of boilers shall have its blow-off line connected in such a manner that the boiler can be isolated from the other boilers under pressure. For the purpose of blowing-off, boilers when set in batteries shall be numbered both back and front.

## **DIVISION IX SUPPLEMENTARY CONSTRUCTION AND INSTALLATION REQUIREMENTS**

**2.9.1. Application :** Unless otherwise indicated, the sections of this Division are not applicable to hot water boilers.

### *§2.9.2. Water columns*

**2.9.2.1. Length of connecting pipes :** Connecting pipes shall be as short as possible but they shall not exceed 4,6 metres unless it is clearly demonstrated that the nature of the installation does not allow the above condition.

**2.9.2.2. Installation :** Connecting pipes shall be conveniently arranged with crosses having suitable plugs for cleaning purposes. A waste pipe and blow-off valve with a diameter of at least half the diameter of the connecting pipe, but not less than 19 millimetres shall be fitted at the bottom of the column.

### *§2.9.3. Water gauges*

**2.9.3.1. Characteristics :** Where the top connection is above 2 000 millimetres and under 6 metres from the floor or working platform of the boiler room, water-gauges shall be fitted with rods or chains so that they may be operated from the floor or working platform. Where the water-gauges are 6 metres or more from the operating-floor level, they shall be of an inclined type or of any other type that is visible from the floor or working platform.

**2.9.3.2. Means shall be provided to permit the water-level in the gauge glass to be distinctly seen at all times. Tubular water-gauges shall encased within a suitable guard to provide against accidents.**

**2.9.3.3. Shut-off valves :** Water-gauges shall be provided with approved gauge fittings equipped with shut-off valves, having packing glands designed to prevent the possibility of the packing obstructing the opening in the glass or otherwise interfering with its free action.

**2.9.3.4. Remote indicators :** Water-gauges of the remote indicator type shall be of an approved design. Such water-gauges, where used, shall be in addition to standard equipment.

### *§2.9.4. Low-water cut-off*

**2.9.4.1. Cut-off device :** Any steam boiler, both high pressure or low pressure which is not under continuous attendance by a certified operator, when automatically fired, shall be equipped with an approved low-water cut-off device, designed to shut off the fuel feed and air supply in the event of low-water, installed in such a manner that it cannot be rendered inoperative by the manipulation of any manual control or regulating apparatus. The low-water cut-off device shall be housed in either the water column or a separate chamber which shall be provided with a blow-off pipe and valve not less than 19 millimetre pipe size. The arrangement shall be such that when the column or chamber is blown down, the water level in it will be lowered sufficiently to actuate the low-water cut-off.

**2.9.4.2. Any automatically fired hot water heating boiler when installed in a forced circulation system and not under continuous attendance by a certified operator, shall be equipped with an approved low-water fuel cut-off device.**

**2.9.4.3. Separate cut-off device :** In a steam boiler, when a combination device incorporating the low-water fuel cut-off and a feed water supply control switch is used, the boiler shall also be equipped with a separate low-water fuel cut-off and with a separate water connection to the boiler.

**2.9.4.4. When 2 or more hot water boilers of the coil or fin type each having a maximum rated input of 1 175 kilowatts are installed in one system, a low-water cut-off device shall not be required on each boiler. In this case, an approved low-water cut-off device shall be installed on the main water outlet header, and an approved flow switch**

which will interrupt the fuel supply to the burner shall be installed on each boiler. Such flow switch shall be installed on the horizontal water outlet line and mounted in a vertical position. Its installation shall be made in such a manner that its operation cannot be rendered inoperative by the manipulation of any manual control device or valving arrangements.

#### §2.9.5. Fusible plugs

**2.9.5.1.** When fusible plugs are used on fire tube boilers, they shall be of an approved type.

#### §2.9.6. Low-water level

**2.9.6.1.** With the exception of a vertical boiler, any boiler including hot waterboilers shall be provided at the time of manufacture with a permanently attached marker, indicating the lowest permissible low-water level. The marker shall be located in a prominent position and designed so that it will not be covered over by lagging of normal thickness. The marker shall be located as follows :

(a) for boilers where the upper row of tubes is in the first pass and exposed to primary temperature combustion gases, not lower than 50 millimetres above the top of the upper row of tubes ;

(b) for boilers where the upper row of tubes is in the second or subsequent pass and hence not exposed to primary temperature combustion gases, not lower than level with the top of the upper row of tubes.

**2.9.6.2.** The lowest visible part of the water glass shall in no case be lower than the marker required in section 2.9.6.1.

#### §2.9.7. Feed water supply

**2.9.7.1.** Boilers, whose working pressure is 103 kilopascals and less, may have a single means of water feed. Boilers whose working pressure exceeds 103 kilopascals shall have feed water sources as required in section 1 of the ASME Code. When 2 means of feeding are required, this does not necessitate 2 separate connections to the boiler.

#### §2.9.8. Inspection openings

**2.9.8.1. General requirements :** Any high-pressure boiler or low-pressure boiler shall be provided with manholes, handholes, and washout openings as specified in this Subdivision as a minimum requirement except water tube boilers, HRT boilers, and vertical fire tube boilers which shall, in respect to such openings, conform to the ASME Code.

**2.9.8.2. Fire tube boiler :** Any fire tube boiler over 1 220 millimetres in diameter or width shall have a manhole above in the tubes, except that a manhole need not be provided in a hot-water heating boiler where all the space is occupied by tubes and thereafter has no steam space.

**2.9.8.3. Water-leg boilers :** Any water-leg type boiler 1 220 millimetres and under in diameter or width shall have a handhole not less than 100 millimetres by 125 millimetres in each head above the tubes, except for a boiler not over 1 820 millimetres in length a handhole shall be required in one head only. These handholes may be placed in the shell near the heads.

**2.9.8.4.** Any water-leg type boiler shall be equipped below the tubes and above the crown sheet with a manhole or handhole. On a boiler over 1 000 millimetres in diameter or width, such handholes shall be not less than 100 millimetres by 125 millimetres. Where a 100-millimetre by 125-millimetre handhole placed on the centre line of the boiler is impracticable, two 70-millimetre by 90-millimetre handholes may be used.

**2.9.8.5.** Any water-leg type boiler shall be provided with inspection openings near the bottom of the water leg in each corner placed alternately on the 4 sides of the fire box, each facing toward a different water leg. On a boiler where the outside dimensions of the water leg is over 915 millimetres wide or 1 525 millimetres long, there shall be 6 inspection openings in the water leg with 2 on each alternate corner.

**2.9.8.6. Combustion chamber head :** Wherever there is a combustion chamber head, crown sheet, or similar type of construction in a boiler there shall be provided handholes or other openings for its inspection and cleaning.

**2.9.8.7. Marine boiler :** Any marine type boiler over 1 220 millimetres in diameter shall, in addition to a manhole above the tubes, have 2 inspection openings on each side of the shell, so located as to permit inspection and cleaning of the top of the furnace and lower parts of the boiler. A handhole not less than 70 millimetres by 90 millimetres along the bottom centre-line of the shell also be provided.

**2.9.8.8.** Any marine type boiler 1 220 millimetres in diameter and under, shall have 3 inspection openings on each side of the shell, one each side of the top half located near the opposite ends and 2 on each side of the lower half also located near the ends. The handholes in the lower half of the boiler shall be so located as to permit inspection and cleaning of the top of the furnace and lower parts of the boiler. In a boiler with a non-mandatory manhole, the handholes in the top half of the boiler may be omitted. In a boiler not over 1 820 millimetres in length, each alternate handhole in the lower half may be omitted. At least one of the handholes in the top half of the boiler shall be located above the tubes. A handhole not less than 70 millimetres by 90 millimetres along the bottom centre-line of the shell shall also be provided.

**2.9.8.9. Screw-plugs :** Where screw-plugs are used in lieu of handholes, they shall be of a minimum size of 50 millimetres for boilers up to 30 square metres of heating surface. For boilers larger than 30 square metres of heating surface, they shall have a minimum size of 65 millimetres. Welding peds and half couplings are permissible for plug openings but full couplings shall not be used.

**2.9.8.10. Inside dimensions :** All diameters or widths referred to herein unless otherwise specified are inside dimensions.

*§2.9.9. Boiler and pressure vessel inspection facilities and clearances*

**2.9.9.1. Access to inspection openings :** Any boiler or pressure vessel shall be installed in such a manner so as to provide easy access to inspection openings.

**2.9.9.2. Clearance :** Except as provided in sections 2.9.9.4 and 2.9.9.5, a passageway of at least 600 millimetres in width, clear of any obstruction and appurte-

nance, shall be provided at each side and at the rear of a boiler. Where necessary, this clearance shall be further increased for the removal or opening of a closure, casing or cover.

**2.9.9.3. Inspection of external surfaces :** To provide for inspection of external surfaces, a clearance of at least 300 millimetres shall be provided between the floor and the bottom drum of water tube boilers or the shell of fire tube boilers which are set horizontally. If the bottom drum shell are insulated, this clearance shall apply to the lowest portion of the insulation.

**2.9.9.4. Fire tube boilers :** Clearance for tube replacement and cleaning of fire tube boilers shall be equal to the length of the longest tube plus 300 millimetres. A door or other removable obstruction may be utilized to provide this clearance.

**2.9.9.5. Burning equipment :** A clearance of not less than 1 220 millimetres shall be provided to permit servicing and removal of boiler fuel burning equipment.

*§2.9.10. Manhole doors and bridges*

**2.9.10.1. General provision :** Manhole and handhole doors, cover plates, bridges, and fittings shall comply with the ASME Code including the specifications of materials used for their construction.

*§2.9.11. Safety valves*

**2.9.11.1. Boilers and pressure vessels :** All safety valves used on boilers and pressure vessels shall be rated valves, tested and listed in accordance with the ASME Code. They shall be properly stamped with the setting pressure, the rated capacity and the registration number. Manufacturers shall specify on the drawings and specifications submitted for registration the number and capacity of the safety valves which shall be used for steam and hot water boilers irrespective of whether or not they supply the safety valves.

**2.9.11.2. Air receivers :** Any air receiver where the safety valve is not installed upon the tank but upon a connecting line with a check valve between the safety valve and the receiver, shall be equipped with a fusible plug.

**2.9.11.3. Converted boilers :** On converted boilers, all safety valves of existing boilers which are being converted to a change of fuels shall have their relieving capacities calculated in accordance with the ASME Code for the appropriate fuel or fuels.

*§2.9.12. Stop valves*

**2.9.12.1.** Any main or auxiliary steam outlet from a boiler, except at safety valve connections, shall be fitted with a stop valve immediately at the boiler, in addition to any other stop valves which may be required on main or branch lines. Where 2 or more boilers carrying over 700 kilopascals are connected to a common main, each boiler shall be equipped with an automatic stop-and-check valve located closest to the boiler in addition to the boiler stop valve located between the stop-and-check valve and the main stream header. The space between the stop-and-check valve and the boiler valve shall be provided with a suitable drain.

*§2.9.13. Reducing valves*

**2.9.13.1. By-pass :** Where systems of different design pressures are connected, a reducing valve shall be fitted and optionally a by-pass provided to allow the servicing of the reducing valve. On the low-pressure side, and within close proximity of the reducing valve, there shall be installed a safety valve of ample capacity and a pressure gauge. However :

(a) the safety valve may be at a distance from the reducing valve on condition that the connecting pipe be capable of supporting the high feed pressure ;

(b) an outlet control valve may be used alternately instead of the reducing valve. In such case, the low pressure equipment shall be provided with 2 safety valves at least one of which shall be installed on the vessel or on its direct supply-line and the other valve may be installed on the main supply-line. The setting pressure of these safety valves shall not exceed the maximum pressure allowed for the vessel, and the total discharge capacities of these 2 valves shall be at least equal to the possible steam flow in the highest feed conditions. A pressure gauge shall be placed on the steam supply-line, the pressure gauge shall be placed between this valve and the vessel. The connecting pipe between the control valve and the first safety valve shall support the high feed pressure.

*§2.9.14. Boiler room doors*

**2.9.14.1.** Where the aggregate boiler capacity exceeds 980 kilowatts, calculated in accordance with section 2.3.5, there shall be at least one exit door from the boiler room leading as directly as possible to the outside of the building, and such exit door shall readily open outwards except when it leads into a corridor or room occupied by the public.

*§2.9.15. Platforms, walkways, stairs*

**2.9.15.1.** Platforms, walkways, ladders, or stairways equipped with handrails and toe plates shall be installed to give access to and egress from all important parts of boilers and auxiliary equipment. They shall be of fire-resistant construction.

*§2.9.16. Uptake dampers*

**2.9.16.1. Heating boiler :** In any oil or gas-fired low-pressure heating boiler, manually operated uptake dampers shall not be installed except for factory installed flue dampers or baffles on approved boilers.

**2.9.16.2. Interlocking device :** Uptake dampers on power boilers, oil, gas, or pulverized-coal fired, shall be so interlocked to the burner control system that the boilers cannot be fired unless the dampers are sufficiently open.

*§2.9.17. Burial of pressure vessels*

**2.9.17.1. Prohibition :** Excepts as provided for in sections 2.9.17.2 and 2.9.17.3, no pressure vessels shall be buried or covered in such a manner as to prevent adequate external or internal inspection.

**2.9.17.2. Tanks for underground service :** Propane tanks designed for underground service shall be calculated at a pressure of 1 725 kilopascals and equipped with devices for placing them into position without damaging the tanks or protective coating.



**2.9.17.3. Installation :** Propane tanks shall be installed in accordance with the Installation Code for natural gas burning appliances and equipment (O.C. 174-80) of the Régie de l'électricité et du gaz.

## **DIVISION X PRESSURE GAUGES**

**2.10.1. Obligatory registration :** All gauges used on boilers or pressure vessels shall be of an approved design which has been registered by the chief inspector. They shall also bear the manufacturer's name and Canadian registration number.

**2.10.2. Application data :** Applications made to the chief inspector for registration shall in addition to describing the design in detail, be accompanied by the manufacturer's certification that the gauge has passed the following tests :

(a) withstood for 6 hours a pressure equal to the maximum pressure marked on the dial without the tube showing a permanent set of more than 0,5% at the end of one hour, after the release of the pressure ;

(b) when subjected to calibration tests, showed an accuracy within 2% on the lower fifth and upper fifth of the graduated scale, and within 1% on the other three-fifths of the scale.

**2.10.3. Registration :** The registration of pressure gauges shall be made in accordance with Division VI.

**2.10.4. Dial graduation :** The dial of the gauge shall be graduated to approximately double the pressure at which the safety or relief valve is set but in no case to less than 1½ times this pressure.

**2.10.5. Material strength :** Any gauge shall be made of such materials that the service in which it is to be used will not appreciably deteriorate any part of the gauge, decrease its efficiency, or affect its accuracy.

## **DIVISION XI HOT-WATER, TANKS HYDROPNEUMATIC TANKS, AND CUSHION TANKS**

### *§2.11.1. Hot-water tanks*

**2.11.1.1. Design :** A hot-water tank shall be designed in accordance with section VIII of the ASME Code. The minimum design temperature shall be 95° C. The minimum design pressure shall not be less than 700 kilopascals.

**2.11.1.2. Steam coils :** When a hot-water tank is heated indirectly by means of a steam coil or pipe, the pressure of the steam used shall not exceed the design pressure of the tank.

**2.11.1.3. Heads :** The pressure shall be on the concave side of the heads.

**2.11.1.4. Openings :** Inspection and access openings free of external attachments and obstructions shall be provided as follows :

(a) for tanks up to and including 915 millimetres in diameter, at least two 65-millimetre by 90-millimetre handholes or two 65-millimetre threaded openings : one near each end on opposite side the shell ; or

(b) for tanks over 915 millimetres, one manhole opening.

**2.11.1.5. Welding :** Welded tanks shall be constructed by welders qualified under this Regulation.

**2.11.1.6. Affidavits :** An affidavit of manufacture shall be submitted for each tank constructed.

**2.11.1.7. Relief valves :** When a tank is heated by a steam coil, a fired heater or an electric element, it shall be equipped with one or more rated relief valves, so installed that they cannot be isolated from the tank. Relief valves shall be installed directly on the top of the tank or on the cold-water inlet line.

Where temperature-pressure relief valves are used, they shall be installed on the tank or within 50 millimetres of the tank in the hot water outlet line.

**2.11.1.8. Fired heater :** When the tank is heated by a separately fired heater which can be isolated from the tank by a shut-off valve, a rated relief valve shall be installed directly on the fired heater.

**2.11.1.9. A relief valve shall be :**

- (a) of sufficient capacity to provide the total discharge in the highest feed conditions ;
- (b) of a minimum size of 19 millimetres ; and
- (c) provided with a substantial lifting device.

#### §2.11.2. *Hydropneumatic tanks*

**2.11.2.1. Design :** A hydropneumatic tank shall be designed and constructed in accordance with section VIII of the ASME Code with a minimum design pressure of 700 kilopascals.

**2.11.2.2. Openings :** Inspection and access openings free of external attachments and obstructions shall be provided as specified in section 2.11.1.4.

#### §2.11.3. *Cushion tanks*

**2.11.3.1. Design :** Cushion tanks having a working pressure exceeding 205 kilopascals shall be designed and constructed in accordance with section VIII of the ASME Code.

### PART III MECHANICAL REFRIGERATION

#### DIVISION I DEFINITIONS

**3.1.1.** In this Part, unless otherwise indicated, the following expressions and words mean or indicate :

- (a) “absorber” : that part of the low side of an absorption system used for absorbing vapour refrigerant ;
- (b) “pressure vessel” : any refrigerant-containing receptacle of a refrigerating system, other than an evaporator and of which each separate section does not exceed 14 litres of refrigerant containing volume, expansion coils, compressors, controls, headers, pipes and their fitting ;
- (c) “brazed joint” : gas-tight joint obtained by the joining of metal parts with alloys which melt at tempera-

tures higher than 538° C but less than the melting temperature of the joined parts ;

(d) “compressor” : specific machine, with or without fittings for compressing a given refrigerant vapour ;

(e) “nonpositive displacement compressor” : compressor in which increase in vapour pressure is attained without changing the internal volume of the compression chamber ;

(f) “positive displacement compressor” : compressor in which increase in vapour pressure is attained by changing the internal volume of the compression chamber ;

(g) “condenser” : vessel or arrangement of pipes or tubes in which vaporized refrigerant is liquified by the removal of heat ;

(h) “duct” : tube or conduit used for conveying or encasing purposes as specifically defined below :

i. “air duct” : tube or conduit used for conveying air. The air passages of self-contained systems shall not be construed as air ducts ;

ii. “pipe duct” : tube or conduit used for encasing pipes ;

iii. “wire duct” : tube or conduit used for encasing either moving or stationary wires or ropes ;

(i) “low side” : part of a refrigerating system under evaporator pressure ;

(j) “high side” : part of a refrigerating system under condenser pressure ;

(k) “pressure-relief device” : pressure-actuated valve or rupture member designed to automatically relieve excessive pressure ;

(l) “rupture member” : device that will rupture at a predetermined pressure ;

(m) “pressure imposing element” : device or portion of the equipment used of the purpose of increasing the refrigerant vapour pressure ;

(n) “entrance” : confined passageway immediately adjacent to the door through which people enter a building ;

(o) “humanly occupied space” : space normally frequented or occupied by people but excluding machinery rooms and walk-in coolers used primarily for refrigerated storage ;

(p) “evaporator” : part of a system in which liquid refrigerant is vaporized to produce refrigeration ;

(q) “manufacturer” : firm which affixes its name or registered trade-mark or trade name to refrigeration equipment ;

(r) “generator” : device equipped with a heating element used in a refrigerating system to increase the pressure of a refrigerant in its gas or vapour state for the purpose of liquifying the refrigerant ;

(s) “condensing unit” : specific refrigerating machine combination for given refrigerant, consisting of the power driven compressor, the condenser, the liquid receiver, when required, and the regularly furnished fittings ;

(t) “mechanical joint” : gas-tight joint, obtained by the joining of metal parts through a positive-holding mechanical construction ;

(u) “pressure limiting device” : pressure-responsive mechanism designed to automatically stop the operation of the pressure-imposing element at a predetermined pressure ;

(v) “machinery” : refrigerating equipment forming a part of the refrigerating system including one or more of the following : compressor, condenser, generator, absorber, liquid receiver, connecting pipe, or evaporator ;

(w) “department store” : entire space occupied by one tenant or more than one tenant in an individual store where more than 100 persons commonly assemble on other than the street-level floor for the purpose of buying personal clothing and other merchandise ;

(x) “compressor unit” : condensing unit less the condenser and liquid receiver ;

(y) “design working pressure” : maximum allowable working pressure for which a specific part of a system is designed ;

(z) “refrigerant” : substance used to produce refrigeration by its expansion or vaporization ;

(aa) “owner” : any person who is the owner or lessee of a refrigerating system or who is the manager or other head officer in charge of the business of such person ;

(bb) “liquid receiver” : vessel permanently connected to a system by inlet and pipes for storage of a liquid refrigerant ;

(cc) “container” : cylinder designed for the transportation of refrigerant ;

(dd) “machinery room” : room in which a refrigerating system is installed but not including evaporators located in a cold storage room, refrigerator box, air cooled space, or any other enclosed space. Closets solely contained within, and opening only into a room are not considered machinery rooms but are considered a part of the machinery room in which they are contained or open into. It is not the intend of this definition to cause the space in which a self-contained system is located to be classified as a machinery room ;

(ee) “machinery room, Class T” : room containing machinery but no flame-producing apparatus and installed conforming to the following :

i. all doors communicating with the building shall be self-closing and of not less than one-hour fire-resistive type ;

ii. walls, floor, and ceiling shall be tight and of not less than one-hour fire-resistive construction ;

iii. it shall have an exit door which opens directly to the outer air through a vestibule-type exit equipped with self-closing tight-fitting doors ;

iv. exterior openings, if present, shall not be under any fire escape or any open stairway ;

v. any piping piercing the interior walls, ceiling, or floor of such room shall be tightly sealed to the walls, ceiling, or floor through which it passes ;

vi. emergency remote controls to stop the action of the refrigerant compressor shall be provided and located outside the machinery room ;

vii. mechanical means shall be provided for ventilation ;

viii. emergency remote controls for the mechanical means of ventilation shall be provided and located outside the machinery room ;

(ff) “brine” : liquid used for the transmission of heat without a change in its phase, having no flash point, or a flash point above 65°C determined by the standard Method of Test For Flash Point by Pensky-Martens Closed Tester, ANSI Z11.7-1966 ;

(gg) "expansion coil" : evaporator constructed of pipes tubing, or plate coils ;

(hh) "exit" : confined passageway immediately adjacent to the door through which people leave a building ;

(ii) "welded joint" : gas-tight joint, obtained by the joining of metal parts in the plastic or molten state ;

(jj) "soldered joint" : gas-tight obtained by the joining of metal parts with metallic mixtures or alloys which melt at temperatures below 426° C and above 204° C ;

(kk) "stop valve" : shut-off for controlling the flow of refrigerant ;

(ll) "pressure-relief valve" : pressure-actuated valve held closed by a spring or other means and designed to automatically relieve pressure in excess of its setting ;

(mm) "companion or block valves" : pairs of mating stop valves, valving off sections of systems and arranged so that these sections may be joined before opening these valves or separate after closing them ;

(nn) "absorption system" : refrigerating system in which the gas involved in the evaporator is taken up by an absorber ;

(oo) "limited charge system" : system in which, with the compressor idle, the internal volume and total refrigerant charge are such that the design working pressure will not be exceeded by complete evaporation of the refrigerant charge ;

(pp) "self-contained system" : complete factory-made and factory-tested system in a suitable frame or enclosure which is fabricated and shipped in one or more sections and in which no refrigerant-containing parts are connected in the field other than by companion or block valves ;

(qq) "unit system" : self-contained system which has been assembled and tested prior to its installation and which is installed without connecting any refrigerant-containing parts. This unit system may include factory-assembled companion or block valves ;

(rr) "refrigerating system" : combination of interconnected refrigerant-containing parts constituting one closed refrigerant circuit in which a refrigerant is circulated for the purpose of extracting heat ;

(ss) "sealed absorption system" : unit system for group 2 refrigerants only in which all refrigerant-containing parts are made permanently tight by welding or brazing against any refrigerant loss ;

(tt) "piping" : main pipes or tubes for inter-connecting the various parts of a refrigerating system ;

(uu) "internal gross volume" : volume as determined from internal dimensions of the vessel with no allowance for volume of internal parts.

## DIVISION II SCOPE

**3.2.1.** This Part applies to the design, construction, installation, operation and inspection of any refrigerating plant within the scope of the Act.

**3.2.2.** This Part applies to all refrigerating systems installed subsequent to its adoption and to parts replace or added to systems installed prior or subsequent to its adoption.

## DIVISION III CLASSIFICATION OF BUILDING OCCUPANCIES

**3.3.1. General :** Locations covered by this Part in which refrigerating systems may be placed, or are placed, are grouped by occupancy as given in sections 3.3.2 to 3.3.7.

**3.3.2. Institutional occupancy :** Institutional occupancy applies to that portion of a building to which persons are confined to receive medical care, treatments or an education, or in which persons are held or detained by reason of public or civic duty. This category includes among others, hospitals, asylums, sanitariums, police stations, jails, court houses with cells and other similar buildings.

**3.3.3. Public assembly occupancy :** Public assembly occupancy applies to that portion of the premises in which persons congregates for civic, political, educational, religious, social, or recreational purpose. This category includes among others, armories, assembly rooms, auditoriums, ball rooms, bath houses, bus terminals, broadcasting halls, department stores, exhibition halls, fraternity halls, libraries, lodge rooms, mortuary chapels, museums, passenger depots, schools, ice rinks, subway stations, cinemas, theatres and other similar buildings.

**3.3.4. Residential occupancy :** Residential occupancy applies to that portion of a building in which sleeping accommodations are provided. This category includes among others, club-houses, convents, dormitories, hotels, lodging houses, residences, studios, tenements and other similar buildings.

**3.3.5. Commercial occupancy :** Commercial occupancy applies to that portion of a building used of the transaction of business, for the rendering of professional services, for the supplying of food, drink or other bodily work or labour except as included under section 3.3.6. This category includes among others, bake shops, fur storage, laboratories, loft buildings, markets, office buildings, restaurants, stores other than department stores and other similar buildings.

**3.3.6. Industrial occupancy :** Industrial occupancy applies to an entire building or to that portion of a building used for manufacturing, processing, or storage of materials or products. This category includes among others, chemical, food candy and ice cream factories, ice making plants, meat packing plants, refineries, perishable food warehouses and other similar buildings, provided the entire building is occupied by a single tenant.

**3.3.7. Mixed occupancy :** Mixed occupancy applies to a building occupied or used for different purposes in different parts. When the occupancies are cut off from the rest of the building by tight partitions, floors, and ceilings and protected by self-closing doors, the requirements for each type of occupancy shall apply for its portion of the building. When the occupancies are not so separated, the occupancy carrying the more stringent requirements shall govern.

**Example :** The cold storage spaces in retail frozen food lockers, hotels, and department stores in building occupied by a single tenant might be classified under industrial occupancy, whereas other portions of the building would be classified under other occupancies.

#### **DIVISION IV TYPE CLASSIFICATION OF REFRIGERATING SYSTEMS**

**3.4.1. General :** Refrigerating systems shall be divided into classes, descriptive of the method employed for extracting heat as described in sections 3.4.2 to 3.4.4. The direct and various indirect systems referred to are illustrated in Schedule 1.

**3.4.2. Direct system :** System in which the evaporator is in direct contact with the material or space refrigerated, or is located in air-circulating passages communicating with such spaces.

**3.4.3. Indirect system :** System in which, a liquid, such as brine or water, cooled by the refrigerant or is used to cool air so circulated. Indirect systems which are distinguished by the type or method of application are as follows :

(a) **indirect open-spray system :** system in which liquid, such as brine or water, cooled by an evaporator located in an enclosure external to the cooling chamber, is circulated to such cooling chamber and is sprayed therein ;

(b) **indirect closed-surface system :** system in which a liquid, such as brine or water, cooled by an evaporator located in an enclosure external to the cooling chamber, is circulated to and through such a cooling chamber in pipes or other closed circuits ;

(c) **indirect vented closed-surface system :** system in which a liquid, such as brine or water, cooled by an evaporator located in a vented enclosure external to the cooling chamber, is circulated to and through such cooling chamber in pipes or other closed circuits ;

(d) **double indirect vented open-spray system :** system in which a liquid, such as brine or water cooled by an evaporator located in a vented enclosure where it cools another supply of a liquid, such as brine or water. This liquid in turn is circulated to a cooling chamber and is sprayed therein.

**3.4.4. Double or secondary refrigerant system :** System in which an evaporative refrigerant is used in the secondary circuit. For the purpose of this Part, each system enclosing a separate body of an evaporative refrigerant shall be considered as a separate direct system.

#### **DIVISION V REFRIGERANT CLASSIFICATION**

**3.5.1.** For the purpose of this Part, refrigerants include the following groups :

**(a) Group 1 :**

Carbon dioxide (Refrigerant 744) . . . . .	CO <sub>2</sub>
Dichlorodifluoromethane (Refrigerant 12) . . . . .	CCl <sub>2</sub> F <sub>2</sub>
Dichlorodifluoromethane 73,8% . . . . .	CCl <sub>2</sub> F <sub>2</sub>
and Ethylidene Fluoride 26,2% . . . . .	CH <sub>3</sub> CHF <sub>2</sub>
(Refrigerant 500)	
Dichloromethane (Methylene chloride) . . . . .	CH <sub>2</sub> Cl <sub>2</sub>
(Refrigerant 30)	
Dichloromonofluoromethane (Refrigerant 21) . . . . .	CHCl <sub>2</sub> F
Dichlorotetrafluoroethane (Refrigerant 114) . . . . .	C <sub>2</sub> Cl <sub>2</sub> F <sub>4</sub>
Monochlorodifluoromethane (Refrigerant 22) . . . . .	CHClF <sub>2</sub>
Monochlorotrifluoromethane (Refrigerant 13) . . . . .	CClF <sub>3</sub>
Trichloromonofluoromethane (Refrigerant 11) . . . . .	CCl <sub>3</sub> F
Trichlorotrifluoroethane (Refrigerant 113) . . . . .	C <sub>2</sub> Cl <sub>3</sub> F <sub>3</sub> ;

**(b) Group 2 :**

Ammonia . . . . .	NH <sub>3</sub>
Sulphur dioxide . . . . .	SO <sub>2</sub>
Methyl chloride . . . . .	CH <sub>3</sub> Cl
Ethyl chloride . . . . .	C <sub>2</sub> H <sub>5</sub> Cl
Dichloroethylene . . . . .	C <sub>2</sub> H <sub>2</sub> Cl <sub>2</sub>
Methyl formate . . . . .	HCOOCH <sub>3</sub> ;

**(c) Group 3 :**

Butane . . . . .	C <sub>4</sub> H <sub>10</sub>
Ethane . . . . .	C <sub>2</sub> H <sub>6</sub>
Ethylene . . . . .	C <sub>2</sub> H <sub>4</sub>
Isobutane . . . . .	(CH <sub>3</sub> ) <sub>3</sub> CH
Propane . . . . .	C <sub>3</sub> H <sub>8</sub> .

Where group 3 refrigerants are used, the applicable requirements provided in Division X of the Regulation respecting industrial and commercial establishments (c. S-2.1, r.9) shall be observed.

## **DIVISION VI**

### **REQUIREMENTS FOR INSTITUTIONAL, PUBLIC ASSEMBLY, RESIDENTIAL AND COMMERCIAL BUILDINGS**

#### **§3.6.1. General**

**3.6.1.1. Public stairway, stair landing, entrance or exit :** No refrigerating system shall be installed in, or on, a public stairway, stair landing, entrance or exit.

**3.6.1.2. Public hallway or lobby :** No refrigerating system shall interfere with free passage. No group 2 re-

frigerant shall be used in public hallways or lobbies of institutional or public assembly buildings.

A refrigerating system installed in a public hallway or lobby shall be limited to :

(a) a unit system containing not more than the quantity of a group 1 refrigerant specified in Schedule 2 ;

(b) a sealed absorption system containing not more than 1,4 kilograms of group 2 refrigerant when in residential or commercial buildings.

**3.6.1.3. Refrigerant piping through floors :** Refrigerant piping shall not be carried through floors. It may however :

(a) be carried from the basement to the first floor or from the top floor to the roof or to a machinery room located on the roof ;

(b) for the purpose of connecting to a condenser on the roof, be carried through an approved, rigid and tight continuous fire-resisting pipe duct or shaft having no openings on intermediate floors, or it may be carried on the outer wall of the building provided it is not located in an air shaft, chosed court, or in other similar open spaces enclosed within the outer walls of the buildings ;

(c) in system containing group 1 refrigerants, be carried through intermediate floors between the first floor and the top floor, provided it is enclosed in an approved, rigid and tight continuous fire-resisting pipe duct, or shaft where it passes through intermediate spaces not served by the system. Piping of direct systems, as governed by section 3.6.2.1 need not be enclosed where it passes through space served by that system. The pipe duct or shaft shall be vented to the outside or to a space served by the system.

#### **§3.6.2. Group 1 refrigerants**

##### **3.6.2.1. Direct system :**

(1) The maximum permissible quantity of group 1 refrigerant in a direct system is specified in Schedule 2, except in institutional occupancies as outlined in subsection 2.

(2) Direct systems in institutional occupancies shall be limited to unit systems each containing not more than 9 kilograms of a group 1 refrigerant, except in kitchens, laboratories, and mortuaries.

(3) When the refrigerant-containing parts of a system are located in one or more enclosed spaces, the cubical content of the smallest enclosed humanly occupied space other than the machinery room, shall be used to determine the permissible quantity of refrigerant in the system. Where a refrigerating system has evaporator coils serving individual storeys of a building, the storey having the smallest volume shall be used to determine the maximum quantity of refrigerant in the entire system.

(4) When the evaporator is located in an air duct system, cubical content of the smallest humanly occupied enclosed space served by the air duct system shall be used to determine the permissible quantity of refrigerant in the system; however, if the air flow to any enclosed space served by the air duct system cannot be shut off or reduced below  $\frac{1}{4}$  of its maximum, the cubical contents of the entire space served by the air duct system may be used to determine the permissible quantity of refrigerant in the system.

(5) In institutional and public assembly occupancies, direct expansion coils or evaporators used for air conditioning and located down-stream from, and in proximity to, a heating coil, or located upstream within 460 millimetres of a heating coil, shall be fitted with a pressure relief device discharging to the outside of the building in such a way that gases cannot spread into the building. However such a relief device is not required on unit or self-contained systems if the internal volume of the low side of the system which may be shut off by valves, divided by the total weight of refrigerant in the system less the weight of refrigerant vapour contained in the other parts of the system at 43° C, exceeds the specific volume of the refrigerant at critical conditions of temperature and pressure.

N.B. The above exemption is also started in formula form below :

$$\frac{V_1}{W_1 - W_2} \text{ shall be more than } V_{sp}$$

where  $V_1$  : low side volume, cubic metre ;

$V_{sp}$  : specific volume at critical conditions of temperature and pressure, cubic metre per kilogram ;

$W_1$  : total weight of refrigerants in system, kilogram ;

$W_2$  : weight of refrigerant vapour, at 43° C, in  $V_2$  kilogram ; or

$$W_2 : \frac{V_2}{\text{specific volume of refrigerant, at 43° C, cubic metre per kilogram}}$$

where  $V_2$  : total volume of system less  $V_1$ , cubic metre.

**3.6.2.2. Indirect systems :** A system containing more than the quantity of a group 1 refrigerant allowed in Schedule 2 shall be of the indirect type with all refrigerant containing parts, excepting parts mounted outside the building and piping installed in accordance with section 3.6.1.3 installed in a machinery room used for no other purpose than for mechanical equipment.

**3.6.2.3. Open flames in machinery rooms :** No open flames or apparatus to produce an open flame shall be installed in a machinery room where any refrigerant other than carbon dioxide is used unless the flame is enclosed and vented to the open air. The use of matches, cigarette lighters, halide leak detectors, and similar devices shall not be considered a violation of this section or of section 3.6.2.4.

**3.6.2.4. Open flames in institutional occupancies :** In institutional occupancies, where more than 0,45 kilograms of a group 1 refrigerant, other than carbon dioxide, is used in a system, any portion of which is in a room where there is an apparatus for producing an open flame, than such refrigerant shall be classed in group 2, unless the flame-producing apparatus is provided with a hood and flue capable of removing the products of combustion to the open air.

### §3.6.3. Group 2 refrigerants

**3.6.3.1. Direct systems :** Direct systems containing group 2 refrigerants shall not be used for air conditioning for human comfort. For the other applications, the maximum permissible quantity of group 2 refrigerants in a direct system is shown in Schedule 3.

### 3.6.3.2. Indirect systems :

(1) **General :** The maximum permissible quantity of group 2 refrigerant in an indirect system is shown in Schedule 4. Such systems shall be of the following type :

(a) institutional and public assembly occupancies : indirect vented closed-surface, or double indirect vented open-spray ;

(b) residential and commercial occupancies : indirect vented closed-surface, or double indirect vented open-spray, or primary circuit of double-refrigerant type.

**(2) Machinery rooms for indirect systems, group 2 refrigerants :**

(a) indirect systems using group 2 refrigerants not in excess of the quantities shown in Column 1 of Schedule 4, shall have all refrigerant-containing parts, except parts mounted outside the building and piping installed in accordance with section 3.6.1.3, installed in a machinery room used for no other purpose than for mechanical equipment ;

(b) indirect systems using group 2 refrigerants not in excess of the quantities shown in Column 2 of Schedule 4 shall have all refrigerant-containing parts installed in a Class T machinery room ;

(c) flame-producing devices, hot surfaces : where a machinery room is required by this Regulation, to house a refrigerant system containing any group 2 refrigerant other than sulphur dioxide, no flame producing device or hot surface above 426° C shall be permitted to such room and all electrical equipment shall conform to the requirements of Class 1 hazardous locations according to the Act respecting electrical installations (R.S.Q., c. E-4 ; am. S.Q., 1975, c. 53 ; after consolidation : R.S.Q., c. I-13.01) and its regulations.

**§3.6.4. Group 3 refrigerants**

**3.6.4.1.** Group 3 refrigerants shall not be used in institutional, public assembly, residential, or commercial occupancies except in laboratories for commercial occupancies. In such laboratory installations, only unit systems containing not more than 2,7 kilograms may be used unless the number of persons does not exceed one person per 9 square metres of laboratory floor area. In which case the requirements for industrial occupancy shall apply.

**DIVISION VII  
REQUIREMENTS FOR INDUSTRIAL  
OCCUPANCIES**

**3.7.1.** There shall be no restriction on the quantity or kind of refrigerant used in an industrial occupancy, except as follows :

(a) for all systems containing over 272 kilograms of a group 2 refrigerant except sulphur dioxide, and all systems employing a group 3 refrigerant, a Class T machinery room is mandatory ;

(b) where a group 3 refrigerant is used, the second paragraph of section 3.5.1 applies.

**DIVISION VIII  
INSTALLATION REQUIREMENTS**

**§3.8.1. Condensing unit**

**3.8.1.1. Non-combustible supports :** Where condensing units or compressor units are supported other than from the floor or are installed one above the other within the same floor area, the supports shall be on non-combustible construction.

**3.8.1.2. Guards :** All moving machinery shall be provided with guards approved in accordance with the Act respecting occupational health and safety (S.Q., 1979, c. 51 ; after consolidation : R.S.Q., c. S-2.1) and its regulations.

**3.8.1.3. Space for inspection and servicing :** A space for inspection and servicing of condensing units shall be provided. The owner shall ensure lighting which allows for the inspection and servicing.

**3.8.1.4. Accessibility :** Condensing units and compressor units within enclosure shall be readily accessible for servicing and inspection.

**§3.8.2. Water connections**

**3.8.2.1. Connections to the public supply :** Connections to the public water supply shall conform to the Act respecting piping installations (R.S.Q., c. M-7 ; am. S.Q., 1975, c. 53 ; after consolidation : R.S.Q., c. I-12.1) and its regulations.

**3.8.2.2. Waste and discharge :** Discharge water lines from condensers or other equipment shall not be directly



connected to the waste or sewer system in such a manner as to permit siphoning of the waste water into the water supply lines. The waste and discharge from such equipment shall be over and above the rim of a properly trapped and vented plumbing fixture.

#### §3.8.3. *Electrical wiring*

**3.8.3.1.** The installation of all electrical equipment, work and wiring shall conform to the Act respecting electrical installations (R.S.Q., c. E-4 ; am. S.Q., 1975, c. 53 ; after consolidation : R.S.Q., c. I-13.01) and its regulations.

#### §3.8.4. *Gas devices*

**3.8.4.1.** The installation of any gas fuel device or equipment used with refrigerants systems shall be in accordance with the Act respecting the Régie de l'électricité et du gaz (R.S.Q., c. R-6) and the Gas Distribution Act (R.S.Q., c. D-10) and their regulations.

#### §3.8.5. *Flammable refrigerants*

**3.8.5.1. General :** Except for in a building used for industrial purposes, flammable refrigerants as listed in Schedule 5 shall not be used in a refrigerating system in excess of 454 kilograms.

**3.8.5.2. Open flames or hot surfaces :** When the quantity of flammable refrigerant in any one refrigerant system exceeds the amount given in Schedule 5 for 28 cubic metres of room volume in which the system or any part thereof is installed, then no flame-producing device or hot surface above 426° C shall be permitted in such room and all electrical equipment in the room shall conform to the requirements of Class 1 hazardous locations according to the Act respecting electrical installations and its regulations.

#### §3.8.6. *Machinery room requirements*

**3.8.6.1. Protection against leaks :** Any machinery room shall be provided with a tight-fitting door or doors and have no partitions or openings that will permit the passage of escaping refrigerant to other parts of the building.

**3.8.6.2. Means for ventilation :** Any machinery room shall be provided with means for ventilation to the outer air. The ventilation shall consist of windows or doors opening to the outer air, of the size shown in Schedule 6, or of mechanical means capable of removing the air from

the room in accordance with Schedule 6. The amount of ventilation for refrigerant removal purposes shall be determined by the refrigerant content of the largest system in the machinery room.

**3.8.6.3. Mechanical ventilation :** Mechanical ventilation, when used, shall consist of one or more power-driven exhaust fans, which shall be capable of removing from the machinery room the amount of air specified in Schedule 6. The inlet to the fan, or fans or air duct connection shall be located near the refrigerating equipment. The outlet from the fan, or fans or air duct connection shall terminate outside of the building or into a neighbouring building. When air ducts are used either on the inlet or discharge side of the fan or fans, they shall have an area not less than specified in Schedule 6. Provision shall be made for the inlet of air to replace that being exhausted. Motor controls to operate the mechanical ventilating system shall be capable of being switched on or off from outside and inside the machinery room.

**3.8.6.4. Class T machinery rooms :** Class T machinery rooms shall conform to the requirements of machinery rooms in general, and in addition, when located in a basement shall have, as specified in Schedule 6, a mechanical ventilation operating continuously.

#### §3.8.7. *Air duct systems*

**3.8.7.1.** Air duct systems of air conditioning equipment for human comfort using mechanical refrigeration shall be installed in accordance with the regulations adopted under the Act respecting occupational health and safety (S.Q., 1979, c. 63 ; after consolidation : R.S.Q., c. S-2.1) and the Public Buildings Safety Act (R.S.Q., c. S-3).

#### §3.8.8. *Emergency discharge*

**3.8.8.1. Discharge in case of emergency :** All systems designed for operation at over 103 kilopascals and containing 91 kilograms or more of group 1 refrigerant or 45,5 kilograms or more of group 2 shall be constructed so that the refrigerant can, by a manually operated valve, be discharged in case of emergency into the atmosphere.

**3.8.8.2. Emergency discharge line :** The emergency discharge line shall be connected directly on top of the re-

ceiver or the condenser-receiver or other vessel used for storing liquid refrigerant. This line shall be independent of any other to a point beyond the emergency valve placed outside the building.

**3.8.8.3. Valve :** There shall be no valve whatever between the emergency valve and the vessel.

**3.8.8.4.** When it is impossible to install the emergency line directly on top of the receiver or the condenser receiver, the permission to install it elsewhere on the vessel shall be obtained from the chief inspector. This line shall be independent of any other to a point beyond the emergency valve placed outside of the building. A pipe of equivalent size and capacity as applicable to the relief valve on the vessel shall be used in conformity with section 3.12.1.9 and Schedule 9.

**3.8.8.5. Common diffuser :** When more than one emergency line is connected to a common header or a riser, a common diffuser may be installed for all the emergency lines. The common riser of this header as well as the inlet of the diffuser shall have an area that is not inferior to the combined areas of the different individual emergency lines.

**3.8.8.6. Emergency valve location :** The emergency valve shall be installed in a glass-fronted box painted bright red, outside of the building and in such a location that it cannot be tampered with by any other than the plant operator, fireman, or any other person who may be called upon to open this valve in case of emergency only.

**3.8.8.7. Diffuser :** Each of the emergency lines shall be provided at its upper extremity, with a diffuser fabricated in accordance with approved designs and specifications.

**3.8.8.8. Diffuser location :** The diffuser shall be placed above the roof and set back from the edge of the roof and placed not less than 7,6 metres from any window or other opening.

**3.8.8.9.** When it is found impossible to install the diffuser according to section 3.8.8.8 or where windows or openings are within a radius less than 7,6 metres from the diffuser, it shall be installed in accordance with subsection 5 of section 3.6.2.1.

**3.8.8.10. Emergency valve :** The manually operated emergency valve shall be installed on the horizontal pipe outside the building.

**3.8.8.11. Drip pocket :** The emergency line shall be installed in such a manner as to slope towards the receiver or the condenser-receiver. On each emergency line exposed to the atmosphere and beyond the emergency valve, a drip pocket, the size of the emergency line itself, and at least 610 millimetres in length shall be installed whenever 90° elbows are used.

## **DIVISION IX**

### **REFRIGERANT PIPING, VALVES, FITTINGS AND RELATED PARTS**

#### *§3.9.1. General*

**3.9.1.1.** Refrigerating piping, valves, fittings, and related parts used in the construction and installation of refrigerating systems, shall conform to the Refrigeration Piping Standard, ANSI B31.5-1966 and B31.5a-1968.

#### *§3.9.2. Metal enclosures or pipe ducts for soft copper tubing*

**3.9.2.1.** Rigid or flexible metal enclosures shall be provided for soft annealed copper tubing used for refrigerant piping, erected on the premises and containing other than group 1 refrigerants. No enclosures shall be required for connections between condensing unit and the nearest riser box, provided such connections do not exceed 1,8 metres in length.

#### *§3.9.3. Specific minimum requirements for refrigerant piping*

**3.9.3.1.** Standard (Schedule 40) wrought steel or wrought iron pipe may be used for design working pressures not exceeding 2 070 kilopascals provided lap welded electric-resistance-welded or seamless pipe is used for size 50 millimetres and larger or extra strong wall pipe is used for liquid lines for sizes 38 millimetres and smaller, conforming to the standard Wrought Steel and Wrought Iron Pipe, ANSI B36.10-1970. Standard weight steel pipes, butt-welded and air tested according to the standards Welded and Seamless Steel Pipe, ACNOR B63-1966 with amendments 1971 and ASTM A53-69 may be used for working pressures not exceeding 860 kilopascals in sizes up to and including 38-millimetres nominal pipe size.

When working pressures are from 860 to 1 725 kilopascals butt weld pipe may be used provided it be "extra heavy" quality. Butt weld pipe may not be used in sizes greater than 38-millimetres nominal pipe size.

**3.9.3.2. Copper pipes :** Standard iron pipe size copper and red brass, with not less than 80% copper, pipes and tubes may be used and shall conform to the standard Seamless Copper and Red Brass Pipe, ACNOR HC. 7.5-1968.

**3.9.3.3. Dimensions and specifications :** Water tube size hard copper tubing used for refrigerant piping erected on the premises shall conform to the standard Seamless Copper Water Tube, Drainage Tube (DWV), and Hydronic Heating Tube (Tube H), ACNOR HC. 7.6-1968, for dimensions and specifications. However copper tubes with diameters of 6 millimetres and 10 millimetres shall have a minimum nominal wall thickness of not less than 0,76 millimetres and 0,81 millimetres respectively.

**3.9.3.4. Soft annealed copper tubing :** Soft annealed copper tubing used for refrigerant piping erected on the premises shall not be used in sizes larger than 35 millimetres outside diameter or 32 millimetres of the nominal diameter. It shall conform to the standard Seamless Copper Tube for Refrigeration Field Service, ACNOR HC. 7.8-1968. Minimal, nominal wall thickness of soft annealed copper tubing shall be as shown in Schedule 7.

**3.9.3.5. Brazed joints :** Sweat joints on copper tubing used in refrigerating systems containing group 2 or group 3 refrigerants shall be brazed joints. Soldered joints shall not be used in such refrigerating systems.

#### *§3.9.4. Joints and refrigerant-containing parts in air ducts*

**3.9.4.1. Joints and all refrigerant-containing parts of a refrigerating system located in ducts supplying conditioned air to humanly occupied spaces shall be constructed to withstand, without leakage, a temperature of 538° C.**

#### *§3.9.5. Exposure of refrigerant pipe joints*

**3.9.5.1. Refrigerant pipe joints erected on the premises shall be exposed to view for visual inspection prior to being covered or enclosed.**

#### *§3.9.6. Stop valves*

**3.9.6.1. General :** All systems containing more than 22,5 kilograms of group 1 refrigerant or 2,7 kilograms of group 2 or 3 refrigerant, other than systems utilizing non-positive displacement compressors, shall have stop valves installed as follows :

(a) each inlet of each compressor, compressor unit, or condensing unit ; and

(b) each discharge outlet each compressor, compressor unit, and of each liquid receiver.

**3.9.6.2. Systems containing 45 kilograms or more refrigerant :** All systems containing 45 kilograms or more of a refrigerant, other than systems utilizing non-positive displacement compressors, shall have stop valves, in addition to those in section 3.9.6.1 on each inlet of each liquid receiver. However, these stop valves are not required on the inlet of a receiver which is condensing unit nor on the inlet of a receiver which is an integral part of a condenser.

**3.9.6.3. Mounting of stop valves :** Stop valves used with soft annealed copper tubing or hard drawn copper tubing 19-millimetre nominal size or smaller shall be securely mounted, independent of tubing fastenings or supports.

**3.9.6.4. Labelling :** Stop valves shall be suitably labelled if it is not obvious what they control. Numbers may be used to label the valves provided a key to the numbers is located near the valves.

#### *§3.9.7. Location of refrigerant piping*

**3.9.7.1. Refrigerant piping crossing an open space which affords passageway in any building shall be not less than 2,3 metres above the floor unless against the ceiling of such space.**

**3.9.7.2. Free passageway shall not be obstructed by refrigerant piping. Refrigerant piping shall not be placed in any elevator, dumbwaiter, or other shaft containing a moving object, or in any shaft which has openings to living quarters or to main exit hallways. Refrigerant piping shall not be placed in public hallways, lobbies, or stairways, except that such refrigerant piping may pass across a public hallway if there are not joints in the section in the public hallway, and provided nonferrous tubing of 25-millimetre nominal diameter (28,6-millimetre of exterior diameter) and smaller be contained in a rigid metal pipe.**

### §3.9.8. Pipe and tube supports

**3.9.8.1.** Pipes and tubes shall be securely supported by means of metal hangers, brackets, straps, clamps, or pedestals or other equivalent means in such manner as to relieve joints of any harmful strain and vibration. Hangers for piping or tubing above 22 millimetres outside diameter shall be not less than 0,8 square centimetres cross section.

## DIVISION X

### DESIGN AND CONSTRUCTION OF EQUIPMENT

#### §3.10.1. Drawing and specifications, and affidavits

**3.10.1.1.** The design, construction, testing and stamping of any pressure vessel intended to be a part of a refrigeration installation shall conform to Part II.

**3.10.1.2.** Design drawings and specifications of any vessel and their safety devices shall be submitted to the chief inspector for approval and registration before construction.

**3.10.1.3.** An *affidavit* of manufacturer shall be submitted to the chief inspector covering any vessel constructed according to approved and registered designs and specifications.

#### §3.10.2. General requirements

**3.10.2.1.** Every part of a refrigerating system, with the exception of pressure gauges, control mechanisms and limited charged systems shall be designed, constructed, and assembled to be capable of withstanding a test pressure not less than the minimum refrigerant leak field test pressure specified in Schedule 8 without being stressed beyond 1/3 of its ultimate strength. Limited charged systems equipped, with a pressure relief device, shall be designed, constructed, and assembled to be capable of withstanding a test pressure not less than 1,5 times the setting of the pressure relief device without being stressed beyond 1/3 of its ultimate strength.

**N.B.** This section establishes a minimum design pressure in terms of the field test pressure so that the minimum refrigerant leak field test pressure, specified in Schedule 8, can be safely applied. Rules governing pressure-relief devices, pressure-limiting devices, and any other safety device shall be based on the design working pressure selected.

**3.10.2.2. Suitable materials :** All materials used in the construction and installation of refrigerating systems shall be suitable for conveying the refrigerant used. No material shall be used that will deteriorate because of the refrigerant or the oil, or the combination of both.

**N.B.** In the case of refrigerants which are corrosive to the usual material when moisture or air, or both, are present, the system shall be charged and operated in accordance with accepted practice, to prevent and minimize the corrosion.

**3.10.2.3.** Aluminum, zinc, or magnesium shall not be used in contact with methyl chloride in a refrigerating system. Magnesium alloys shall not be used in contact with any refrigerant employing fluorine compounds.

#### §3.10.3. Minimum test pressures

**3.10.3.1. Minimum leak pressure :** Any refrigerant containing part of any system, including pressure gauges and control mechanisms, shall be tested and proved tight by the manufacturer at not less than the minimum refrigerant leak field test pressure specified in Schedule 8 except limited charged systems.

**3.10.3.2. Test pressures :** The test pressure applied to either the high or low side of a refrigerating system shall be at least equal to the design working pressure of the pressure vessels in the high or low side of the system, respectively, or to the setting of each pressure relief device, whichever is lower. In all cases, this pressure shall be not less than the minimum refrigerant leak field test pressure specified in Schedule 8. All components connected to said pressure vessel shall be of sufficient strength as specified in section 3.10.2.1.

(1) For refrigerants not listed in Schedule 8 the test pressure for the high pressure side shall be not less than the saturated vapour pressure of the refrigerant at 65° C. The test pressure for the low pressure side shall be not less than the saturated vapour pressure of the refrigerant at 43° C. However, the test pressure for either the high or low side need not exceed 125% of the critical pressure of the refrigerant. In no case shall test pressure be less than 205 kilopascals.

(2) When a compressor is used as a booster to obtain a low pressure and discharges into the suction line of another system, the booster compressor is considered part of the low side, and values listed under the low side column in Schedule 8 shall be used for both high and low side of the booster compressor provided that a low pressure stage compressor of the positive displacement type shall have a pressure relief valve.

(3) In field testing systems using non-positive displacement compressors, the entire systems shall be considered for field test purposes as the low side pressure.

(4) Shell and head thickness of pressure vessels containing ammonia shall under no circumstances be less than 5 millimetres.

**3.10.3.3. Limited charged unit system :** Any limited charged unit system shall be tested in accordance with section 3.10.3.1. However, the limited charged unit system equipped with a pressure relief device may be tested and proved tight at a pressure not less than 1,5 times the setting of the pressure relief device.

#### *§3.10.4. Certified equipment*

**3.10.4.1.** The equipment certified by an authorized testing laboratory having a follow-up inspection service shall be deemed in accordance with Subdivisions 3.10.2 and 3.10.3.

#### *§3.10.5. Pressure-limiting devices*

**3.10.5.1.** Pressure-limiting devices shall be provided on all systems containing more than 9 kilograms of refrigerant and operating above atmospheric pressure, and on all water cooled systems constructed so that the compressor or generator is capable of producing a pressure in excess of the test pressure. However, there is exception for water cooled unit systems containing not more than 1,4 kilograms of a group 1 refrigerant providing the operating pressure developed in the system with the water supply shut off does not exceed 1/5 the ultimate strength of the system, or providing an overload device will stop the action of the compressor before the pressure exceeds 1/5 the ultimate strength of the system.

**3.10.5.2. Maximum pressure :** The maximum setting to which a pressure-limiting device may readily be set

by use of the adjusting means provided shall not exceed 90% of the setting of the pressure-relief device installed on the high side of a system, 90% of the refrigerant leak field test pressure actually applied, or 90% of the design working pressure calculated for the high side of the system, whichever is smallest. The pressure-limiting device shall stop the action of the pressure-imposing element at a pressure no higher than this maximum setting.

In determining this maximum setting for systems erected on the premises and field leak tested in accordance with section 3.14.1.2, 90% of the leak test pressure in Schedule 8 may be utilized in lieu of the field test pressure actually applied. (See sections 3.14.1.1 and 3.14.1.2 for minimum refrigerant leak field test pressures).

**3.10.5.3. Connection of pressure-limiting devices :** Pressure-limiting devices shall be connected, with not intervention stop valves, between the pressure-imposing element and any stop valve on the discharge side.

#### *§3.10.6. Liquid level gauge glasses*

**3.10.6.1.** Liquid level gauge glasses, except those of the bull's-eye or reflex type, shall have automatic closing shut-off valves, and such glasses shall be well protected against injury.

#### *§3.10.7. Dial of a pressure gauge*

**3.10.7.1.** The dial of a pressure gauge when the gauge is permanently installed on the high side of the refrigerating system, shall be graduated to approximately double the operating pressure, but in no case less than 1,2 times the design working pressure.

#### *§3.10.8. Name-plate*

**3.10.8.1.** Any separately sold condensing unit and any compressor or compressor unit sold for field assembly in a refrigerating system shall carry a name-plate marked with the manufacturer's name, registered trademark or trade name, identification number, and the name of the refrigerant for which it is designed.

## DIVISION XI REFRIGERANT CONTAINING PRESSURE VESSELS

### §3.11.1. *Refrigerant-containing pressure vessels exceeding 152 millimetres of inside diameter*

**3.11.1.1.** Refrigerant-containing pressure vessels exceeding 152 millimetres inside diameter, except those having a maximum allowable internal or external working pressure 103 kilopascals or less, shall comply with Part II.

### §3.11.2. *Refrigerant-containing pressure vessels not exceeding an inside diameter of 152 millimetres*

**3.11.2.1.** Refrigerant-containing pressure vessels not exceeding an inside diameter of 152 millimeters irrespective of pressure, shall be listed either individually or as part of refrigeration equipment, by an authorized testing laboratory. Vessels not so listed shall be constructed according to section 3.11.1.1.

### §3.11.3. *Relief devices*

**3.11.3.1.** All pressure vessels, irrespective of size or pressure, shall be equipped with relief devices in accordance with Division XIII of this Part.

## DIVISION XII GENERAL REQUIREMENTS FOR RELIEF DEVICES

### §3.12.1. *General*

**3.12.1.1.** Any refrigerant system shall be protected by a pressure-relief device the discharge of which shall conform to section 3.12.3.1.

**3.12.1.2. Forbidden stop valve :** No stop valve shall be located between an automatic pressure-relief device or fusible plug and the part or parts of the system protected thereby, except when the parallel relief devices mentioned in Subdivision 3.13.1 are so arranged that only one can be rendered inoperative at a time for testing or repair purposes.

**3.12.1.3. Connection :** All pressure-relief devices shall be connected as nearly as practicable directly to the pressure vessel or other parts of the system protected thereby, above the liquid refrigerant level, and installed so that they are readily accessible for inspection and repairs and so that they cannot be readily rendered inoperative. Fusible plugs shall be located above the liquid refrigerant level.

**3.12.1.4. Seat and disc construction :** The seat and discs of pressure-relief devices shall be constructed of suitable materials to resist refrigerant corrosion or other chemical action caused by the refrigerant. Seats or discs of cast iron shall not be used.

**3.12.1.5. Discharge capacity :** The rated discharge capacity of a pressure-relief valve for a refrigerant-containing vessel, expressed in kilograms of air per minute, shall be determined at a pressure at the inlet of the relief valve equal to 100% of the valve setting in accordance with paragraph UG-131, section VIII of the ASME Code.

**3.12.1.6.** The rated discharge capacity of a rupture member of fusible plug discharging to atmosphere under critical flow conditions in pounds of air per minute shall be determined by the following formulas :

$$C = 0,82 \times 10^{-4} P_1 d^2 \text{ or } d = 1,10 \times 10^2 \sqrt{C/P_1} \quad (1)$$

where

C = minimum required discharge capacity, in kilograms of air per minute ;

d = minimum diameter of bore of fusible plug or internal diameter of inlet pipe to rupture member in millimetres ;  
for rupture members :

$P_1$  = (set pressure x 1,10) + 101,325 ;  
for fusible plugs :

$P_1$  = absolute saturation pressure, corresponding to the stamped temperature melting point of the fusible plug or the critical pressure of the refrigerant used, whichever is smaller, kilopascals.

**3.12.1.7. Principle of action :** All pressure-relief devices except fusible plugs, shall be directly pressure-actuated.

**3.12.1.8. Piping :** Piping to and from all safety relieving devices shall be not less than the corresponding

connection on the relief device. The discharge from more than one relief device may be run into a common header, the area of which shall be not less than the sum of the areas of the pipes connected thereto.

**3.12.1.9. Length of discharging piping :** The length of discharge piping permitted to be installed on the outlet of a relief valve, rupture member, of fusible plug shall be determined as follows :

$$C = \frac{3,4 \times 10^{-5} P d^{5/2}}{L^{1/2}} \quad \text{or} \quad d = 100 \sqrt[5]{\frac{C^2 L}{11,6 P^2}} \quad (2)$$

where  $C$  = minimum required discharge capacity, in kilograms of air per minute ;

$d$  = internal diameter of pipe in millimeters ;

$L$  = length of discharge pipe in metres ;

$P = 0,25 P_1$  ( $P_1$  is defined under equation 1)

(See Schedule 9 for computations derived from the preceding formula).

#### §3.12.2. *Pressure-relief devices for positive displacement compressors*

**3.12.2.1.** Positive displacement compressors operating above 103 kilopascals gauge and having a displacement exceeding 820 centimeters per revolution, shall be equipped by the manufacturer with a pressure-relief device of sufficient size and pressure setting to prevent rupture of the compressor, located between the compressor and stop valve on the discharge side. The discharge from such relief device may be vented to the atmosphere or into the low pressure side of the system.

#### §3.12.3. *Discharge of pressure-relief devices and fusible plugs*

**3.12.3.1. Outside discharge :** Discharge of pressure-relief devices and fusible plugs on all systems containing more than 2,7 kilograms of group 2 or group 3 refrigerant shall be to the outside of the building in such a way that the gases cannot spread into the building or into a neighbouring building. Discharge of pressure-relief devices and fusible plugs on all systems containing more than 45 kilograms of group 1 refrigerant, unless installed in a machinery room used for no purpose other than to house mechanical equipment and complying with the provisions of the Subdivision 3.8.6 shall be to the outside of the building.

**3.12.3.2. Discharge into the system :** Pressure-relief devices may discharge into the low side of the system, provided the pressure-relief devices are of a type not appreciably affected by back pressures and provided the low side of the system is equipped with pressure-relief devices. The relief devices on the low side of the system shall have sufficient capacity to protect the pressure vessels that are relieved into the low side of the system, or to protect all pressure vessels on the low side of the system, whichever relieving capacity is the largest, as computed by the formula in section 3.13.4.1. Such low side pressure-relief devices shall be set in accordance with section 3.13.5.1 and vented as described in section 3.12.3.1.

#### §3.12.4. *Ammonia discharge*

**3.12.4.1.** Where ammonia is used, the discharge may be into a tank of water which shall be used for no purpose except ammonia absorption. At least 10 cubic decimetres of fresh water shall be provided for each kilogram of ammonia in the system. The water used shall be prevented from freezing without the use of salt or chemicals. The tank shall be substantially constructed of not less than 3,2 millimetres or No. 11 U.S. gauge iron or steel. No horizontal dimension of the tank shall be greater than one-half the height. The tank shall have hinged cover, or, if of the enclosed type, shall have a vent hole at the top. The discharge pipe from the pressure-relief valves shall discharge the ammonia in the centre of the tank near the bottom.

#### §3.12.5. *Sulphur dioxide discharge*

**3.12.5.1.** Where sulphur dioxide is used, the discharge may be into a tank of absorptive brine which shall be used for no purpose except sulphur dioxide absorption. There shall be 10 cubic decimetres of standard dichromate brine (0,25 kilograms sodium dichromate per cubic decimetres of water) for each kilogram of sulphur dioxide in the system. Brines made with caustic soda or soda ash may be used in place of sodium dichromate, provided the quantity and strength give the equivalent sulphur dioxide absorbing power.

The tank shall be substantially constructed of not less than 3,2 millimetres or No. 11 U.S. gauge iron or steel. The tank shall have a hinged cover, or, if of the enclosed type, shall have a vent hole at the top. The discharge pipe from the pressure-relief valve shall discharge the sulphur dioxide in the centre of the tank near the bottom.

## **DIVISION XIII**

### **RELIEF DEVICES FOR PRESSURE VESSELS**

#### *§3.13.1. Pressure vessels over 85 litres*

**3.13.1.1. General :** Any pressure vessel containing liquid refrigerant with internal gross volume exceeding 85 litres, except as specified in section 3.13.3.1, and which may be shut off by valves from all other parts of a refrigerating system, shall be protected by a pressure-relief device, having sufficient capacity to prevent the pressure in the pressure vessel from rising more than 10% above the setting of the pressure-relief device.

**3.13.1.2. Pressure vessels over 85 litres but less than 280 litres :** According to section 3.13.1.1, a single relief device (relief valve or rupture member) may be used on pressure vessels having less than 280 litres internal gross volume.

**3.13.1.3. Pressure vessels of 280 litres internal gross volume or over :** According to section 3.13.1.1, a relief device system consisting of a pressure-relief device as described in section 3.12.1.2 shall be provided on pressure vessels having internal gross volume of 280 litres or over. Each relief valve or rupture member shall have sufficient capacity to prevent the pressure in the pressure vessel from rising more than 10% above the setting of the pressure-relief device.

Under conditions permitted in section 3.12.3.2, a single relief valve but not a rupture member of the required relieving capacity may be used on vessels of 280 litres or over.

**3.13.1.4. Relief devices in parallel on large vessels :** In cases where a pressure vessel containing liquid refrigerant except as specified in section 3.13.3.1, requires the use of 2 or more pressure-relief devices in parallel to obtain the capacity required by section 3.13.4.1, the battery of pressure-relief devices shall be considered as a unit, and therefore as one pressure-relief device.

#### *§3.13.2. Pressure vessels with internal gross volume of 85 litres or less*

**3.13.2.1. General :** Any pressure vessel having an internal gross volume of 85 litres or less, containing liquid refrigerant, except as specified in section 3.13.3.1, and which may be shut off by valves from all other parts of a refrigerating system, shall be protected by a pressure-relief device, or fusible plug. A fusible plug is permitted only on the high side of a refrigerating system. Pressure vessels of less than 76 millimetres inside diameter are exempt from these requirements.

**3.13.2.2. Relief valves :** If a relief valve or rupture member is used to protect a pressure vessel, the ultimate bursting pressure of the pressure vessel so protected shall be at least 2,5 times the pressure setting of the pressure relief valve or rupture member.

**3.13.2.3. Fusible plugs :** If a plug is used, the ultimate bursting pressure of the pressure vessel so protected shall be at least 2,5 times the refrigerant absolute saturation pressure corresponding to the stamped temperature on the fusible plug, or at least 2,5 times the critical pressure of the refrigerant used, whichever is smaller.

#### *§3.13.3. Relief devices for pressure vessels used as, or as part of, evaporator*

**3.13.3.1. Pressure vessels having internal diameters greater than 152 millimetres used as, or as part of, evaporators insulated or installed in insulated space, and which may be shut off by valves from all other parts of a refrigerating system shall be protected by a pressure-relief device in accordance with Subdivisions 3.13.1 and 3.13.2. Pressure vessels used as evaporators, having internal diameters 152 millimetres or less, are exempt from pressure-relief valve requirements.**

#### *§3.13.4. Required capacity*

**3.13.4.1. The maximum required rated discharge capacity of the pressure-relief device or fusible plug for refrigerating-containing vessel shall be determined by the following :**



- C = fDL  
 where C = minimum required discharge capacity of the relief device in kilograms of air per minute ;  
 D = outside diameter of the vessel in metres ;  
 L = length of the vessel in metres ;  
 f = factor dependent upon kind of refrigerant, as follows :

<i>Kind of refrigerant</i>	<i>Value of f</i>
Ammonia (refrigerant 717)	2,4
Refrigerants 12,22 and 500	7,8
All other refrigerants	4,9

### §3.13.5. Pressure-relief device setting

**3.13.5.1.** Except as permitted in section 3.13.2.2, all pressure-relief devices shall be set to start to functions at a pressure not to exceed the design working pressure of the pressure vessel as determined by the manufacturer and stamped on the pressure vessel or system.

### §3.13.6. Rupture member setting

**3.13.6.1.** All rupture members used in lieu of, or in series with, a relief valve shall function at a pressure not to exceed the design working pressure of the vessel and the conditions of application shall conform to section VIII of the ASME Code. Rupture members installed ahead of relief valves need not be larger, but shall not be smaller than the relief valve inlet.

## DIVISION XIV FIELD TESTS

### §3.14.1. General

**3.14.1.1. Leak test :** Any refrigerant-containing part of any system that is erected on the premises, except compressors, condensers, evaporators, safety devices, pressure gauges, and control mechanisms, that are factory tested, shall be tested and proved tight after complete installation, and before operation, at not less than the minimum refrigerant leak field test pressures shown in Schedule 8, or in accordance with sections 3.14.1.2 and 3.14.1.3.

**3.14.1.2. Systems erected on the premises :** Systems erected on the premises using group 1 refrigerants and with copper tubing not exceeding 16 millimetres outside diameter, with wall thickness as required by sections 3.9.3.3 and 3.9.3.4 may be tested by means of the refrigerant charged into the system at the saturated vapour pressure of the refrigerant at 21° C or higher.

**3.14.1.3. Limited charged systems :** Limited charged systems equipped with a pressure relief device, erected on the premises, shall be tested at a pressure not less than 1,5 times the pressure setting of the relief device.

### §3.14.2. Test medium

**3.14.2.1. Combustible gas :** No oxygen or any combustible mixture of gases shall be used within the system for testing.

**3.14.2.2. Pressure build up :** The means used to build up the test pressure shall have either a pressure limiting device or a pressure reducing device and a gauge on the outlet side.

N.B. The leak test pressure requirements of Schedule 8 do not apply to gas storage tanks that are not permanently connected to a refrigeration system.

## DIVISION XV INSTRUCTIONS

### §3.15.1. Signs

**3.15.1.1.** Any refrigerating system erected on the premises shall be provided with an easily legible permanent sign securely attached and easily accessible, indicating thereto the name and address of the installer, the kind and total number of kilograms of refrigerant required in the system for normal operations, and the refrigerant leak field test pressure applied.

### §3.15.2. Metal signs for systems containing more than 45 kilograms of refrigerant

**3.15.2.1.** Systems containing more than 45 kilograms of refrigerant shall be provided with metal signs having letters not less than 13 millimetres in height designating the main shut-off valves to each vessel, main steam or electrical control, remote control switch and pressure-limiting device. On any exposed high pressure and low pressure piping in a room where installed outside the machinery room shall be signs, as specified above, with the name of the refrigerant and the letters HP or LP.

### *§3.15.3. New sign for changed refrigerant*

**3.15.3.1.** When the kind of refrigerant is changed as provided in section 3.15.7.1, there shall be a new sign of the same type as specified in section 3.15.2.1 indicating clearly that a substitution has been made, and stating the same information for the new refrigerant as was stated in the original.

### *§3.15.4. Charging and discharging*

**3.15.4.1.** When refrigerant is added to a system except a unit system requiring less than 2,7 kilograms or refrigerant it shall be charged into the low pressure side of the system. Any point on the downstream side of the main liquid line stop valve in the closed position. No service while charging or withdrawing refrigerant.

### *§3.15.5. Refrigerants withdrawn from refrigerating systems*

**3.15.5.1.** Refrigerants withdrawn from refrigerating systems shall be transferred to approved containers only. No refrigerant shall be discharged to a sewer.

### *§3.15.6. Containers used for refrigerants withdrawn from a refrigerating system*

**3.15.6.1.** Containers used for refrigerants withdrawn from a refrigerating system shall be carefully weighed each time they are used for this purpose, and the containers shall not be filled in excess of the permissible filling weight for such containers and such refrigerants as are prescribed in the Regulations for the transport of dangerous commodities by rail (SOR 74-456, 31-07-74) of the Canadian Transport Commission.

### *§3.15.7. Substitution of kind of refrigerant*

**3.15.7.1.** Substitution of kind of refrigerant in a system shall not be made without the authorization of the chief inspector, the user and the makers of the original equipment, and due observance of safety requirements, including :

(a) the effects of the substituted refrigerant on materials in the system ;

(b) the possibility of overloading the liquid receiver which should not be more than 80% full of liquid ;

(c) the liability of exceeding motor horsepower, design working pressure, or any other element that would violate this Regulation ;

(d) the proper size of refrigerant controls ;

(e) the effect on the operation and setting of safety devices ;

(f) the possible hazards created by mixture of the original and the substituted refrigerant ;

(g) the effect of the classification of the refrigerant as provided for in this Regulation.

### *§3.15.8. Refrigerant stored in a machinery room*

**3.15.8.1.** The quantity of refrigerant which may be stored in a machinery room, apart from the normal content of the system, shall not exceed 20% of the content of the system or 136 kilograms whichever is the lesser. In all cases, refrigerants so stored shall be approved storage containers.

### *§3.15.9. Gas helmets and masks*

**3.15.9.1. Required quantity :** It shall be the duty of the owner of the premises to provide and maintain one mask or helmet where amounts of group 2 or group 3 refrigerants between 45 kilograms and 454 kilograms inclusive, are employed. If more than 454 kilograms of refrigerant are employed, at least 2 masks or helmets in good condition, shall be available.

**3.15.9.2. Utilization :** Only helmets or masks approved by the U.S. Bureau of Mines shall be used and they shall be kept in an easily accessible place outside the machinery room.

**3.15.9.3. Cartridges :** Cartridges of helmets or masks shall be renewed immediately after having been used or the seal broken and if unused must be renewed at least once every 2 years. The date of filling shall be marked thereon.

### §3.15.10. Responsibility as to operation of the system

#### 3.15.10.1. Owner's responsibilities :

(1) **General** : All refrigerating systems shall be maintained by the user in a clean condition, free from accumulations of oily dirt, waste, and other debris, and shall be kept readily accessible at any time.

(2) **Machinery and Class T machinery rooms** : The owner is responsible for any structural changes or additions to building to house the refrigeration machinery, including ventilation equipment, that may be required in an existing building to comply with this Regulation.

(3) **Exit from cold storage rooms** : Any enclosed space, with means for the entry of personnel, that is maintained at temperatures detrimental to health by means of a refrigerating system shall be equipped with a door that can be readily opened from the inside, and at least one the following protective measures, depending on local conditions :

(a) a suitable alarm system that can be operated from within the refrigerated room ;

(b) an axe attached by a breakable chain to an accessible interior surface of the refrigerated room.

**N.B.** An alarm system alone with not be considered a sufficient form of protection unless there is one person available to respond to the alarm system at all times.

(4) **Exit from machinery room** : The exit from a machinery room shall conform to the Public Buildings Safety Act (R.S.Q., c. S-3) and its regulations.

**3.15.10.2. Posting of instructions** : The person in charge of the premises on which a refrigerating system containing more than 23 kilograms of refrigerant is installed shall place a card, in a conspicuous place, as near as possible to the refrigerant compressor, giving directions for the operation of the system, including precautions to be observed in case of a breakdown or leak as follows :

(a) instruction for shutting down the system in case of emergency ;

(b) the name, address and day and night telephone numbers to obtain the repair service ;

(c) the name, address, and telephone number of the chief inspector, and instructions to notify said inspector immediately in case of emergency.

### §3.15.11. Name-plates

**3.15.11.1.** Any self-contained refrigerating system shall be provided with an easily legible metal name-plate permanently attached and easily accessible, indicating thereon the name and address of the manufacturer or installer, the kind and total number of kilograms of refrigerant contained in the system, and the test pressure applied.

**3.15.11.2.** Any refrigerant-condensing unit and compressor shall carry a name-plate marked with the manufacturer's name and address, model number, name of refrigerant used, and the maximum working pressure.

### §3.15.12. Pressure gauges

**3.15.12.1.** Pressure gauges shall be checked for accuracy prior to test and immediately after every occasion of unusually high pressure, equal to full scale reading either by comparison with master gauges or setting the pointer as determined by a dead weight pressure gauge tester.

## DIVISION XVI REGISTRATION OF DESIGNS

### §3.16.1. Submission of drawings and specifications

**3.16.1.1.** Before the installation of a refrigeration plant, the installer shall submit an installation declaration and plans and specifications in conformity with section 1.7.1.

### §3.16.2. Standard drawings

**3.16.2.1.** The chief inspector accepts a standard drawing in lieu of separate drawing for each installation provided that the registered number of such a drawing in indicated with respect to each installation.

### §3.16.3. Specifications

**3.16.3.1.** Each drawing shall indicate :

(a) type of occupancy ;

(b) machinery room : construction details ;

(c) position of equipment ;

(d) size, run, material and type of piping ;

(e) compressors : manufacturer, number of cylinders, diameter and stroke, displacement, setting of relief valves

in terms of number of revolutions per minute and of horsepower of prime mover ;

(f) refrigerant : type, group number, and mass of charge in system ;

(g) pressure vessels : size and Canadian registration number ;

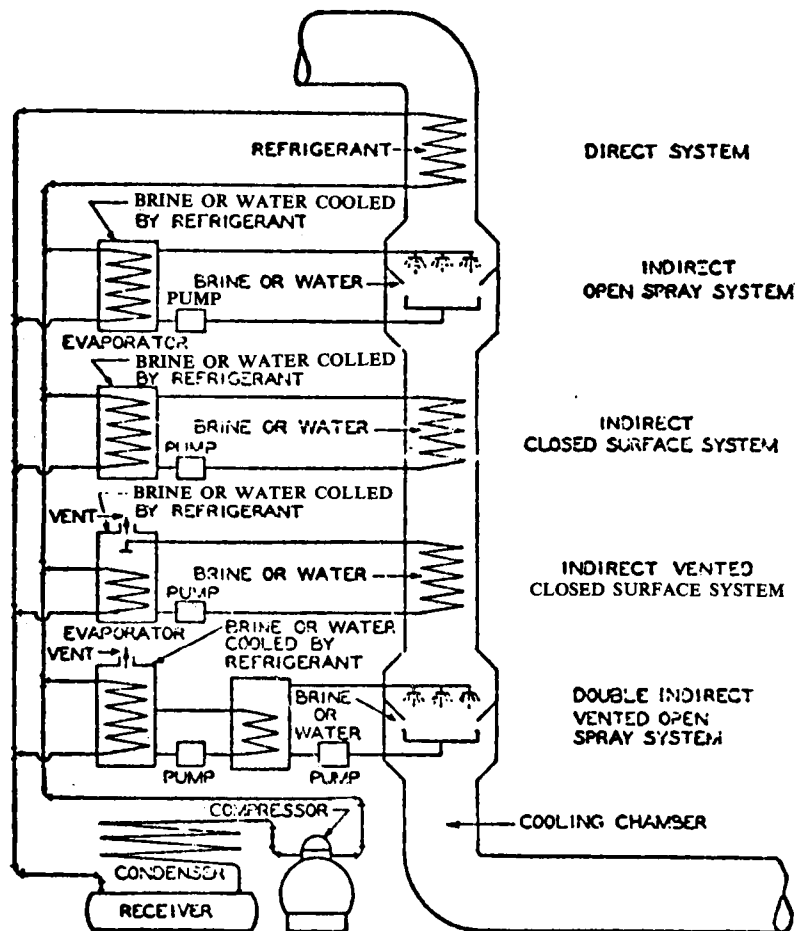
(h) existing machinery with all its details ;

(i) safety devices : size and number of safety valves, relief valves and rupture discs, relieving pressures and manufacturer's name.

## SCHEDULE 1

(s. 3.4.1)

### CLASSIFICATION OF REFRIGERATING SYSTEMS



**SCHEDULE 2**

(ss. 3.6.1.2, 3.6.2.1 and 3.6.2.2)

**MAXIMUM PERMISSIBLE QUANTITIES OF GROUP 1  
REFRIGERANTS FOR DIRECT SYSTEMS**

<i>Refrigerant name and number</i>	<i>Chemical formula</i>	<i>Maximum quantity in kg/28 m<sup>3</sup>  Humanly occupied space*</i>
Carbon dioxide (Refrigerant 744)	CO <sub>2</sub>	5
Dichlorodifluoromethane (Refrigerant 12)	CCl <sub>2</sub> F <sub>2</sub>	14
Dichlorodifluoromethane — 73,8% and Ethylidene Fluoride — 26,2% (Refrigerant 500)	CCl <sub>2</sub> F <sub>2</sub> CH <sub>3</sub> CHF <sub>2</sub>	12
Dichloromethane (Methylene chloride) (Refrigerant 30)	CH <sub>2</sub> Cl <sub>2</sub>	3
Dichloromonofluoromethane (Refrigerant 21)	CHCl <sub>2</sub> F	6
Dichlorotetrafluoroethane (Refrigerant 114)	C <sub>2</sub> Cl <sub>2</sub> F <sub>4</sub>	20
Monochlorodifluoromethane (Refrigerant 22)	CHClF <sub>2</sub>	10
Monochlorotrifluoromethane (Refrigerant 13)	CClF <sub>3</sub>	12
Trichloromonofluoromethane (Refrigerant II)	CCl <sub>3</sub> F	16
Trichlorotrifluoroethane (Refrigerant 113)	C <sub>2</sub> Cl <sub>3</sub> F <sub>3</sub>	11

\* Volatile charge in a control shall not be considered as refrigerant.

**SCHEDULE 3**

(s. 3.6.3.1)

**MAXIMUM PERMISSIBLE QUANTITIES OF GROUP 2  
REFRIGERANTS FOR DIRECT SYSTEMS**

<i>Type of refrigerating systems</i>	<i>Maximum mass for various occupancies in kg</i>			
	<i>Institu- tional</i>	<i>Public assembly</i>	<i>Resi- dential</i>	<i>Commer- cial</i>
	<i>kg</i>	<i>kg</i>	<i>kg</i>	<i>kg</i>
Sealed absorption systems:				
(a) in public hallways or lobbies	0	0	1,4	1,4
(b) in other than public hallways or lobbies	0*	2,7	2,7	9
Self-contained or unit systems:				
(a) in public hallways or lobbies	0	0	0	0
(b) in other than public hallways or lobbies	0	0*	2,7	9

\* 2,7 kg allowed when installed in kitchens, laboratories, and mortuaries.

**SCHEDULE 4**

(s. 3.6.3.2)

**MAXIMUM PERMISSIBLE QUANTITIES OF GROUP 2  
REFRIGERANTS FOR INDIRECT SYSTEMS**

<i>Occupancy</i>	<i>Column 1 Machinery room Maximum mass in kg</i>	<i>Column 2 Class T machinery room Maximum mass in kg</i>
Institutional	0	Not more than 227
Public assembly	0	No limit
Residential	Not more than 136	No limit
Commercial	Not more than 272	No limit

**SCHEDULE 5**

(ss. 3.8.5.1 and 3.8.5.2)

**MAXIMUM PERMISSIBLE QUANTITIES OF FLAMMABLE REFRIGERANTS**

<i>Refrigerants</i>		<i>Maximum quantity in kg/100 m<sup>3</sup> of room volume</i>
<i>Name</i>	<i>Chemical formula</i>	
Butane . . . . .	C <sub>4</sub> H <sub>10</sub>	3,9
Ethyl chloride . . . . .	C <sub>2</sub> H <sub>5</sub> Cl	9,6
Methyl chloride . . . . .	CH <sub>3</sub> Cl	16
Ethane . . . . .	C <sub>2</sub> H <sub>6</sub>	3,9
Ethylene . . . . .	C <sub>2</sub> H <sub>4</sub>	3,2
Methyl formate . . . . .	HCOOCH <sub>3</sub>	11,5
Isobutane . . . . .	(CH <sub>3</sub> ) <sub>3</sub> CH	3,9
Propane . . . . .	C <sub>3</sub> H <sub>8</sub>	3,9

**SCHEDULE 6**

(ss. 3.8.6.2, 3.8.6.3 and 3.8.6.4)

**MINIMUM AIR DUCT AREAS AND OPENINGS**

<i>Weight of refrigerant in system kg</i>	<i>Mechanical discharge of air m<sup>3</sup>/min</i>	<i>Duct area m<sup>2</sup></i>	<i>Open areas of windows or doors m<sup>2</sup></i>
Up to			
9	4,1	0,02	0,37
23	7,0	0,03	0,56
45	11,0	0,05	0,93
68	16,0	0,06	1,16
90	19,0	0,06	1,30
113	23,0	0,09	1,40
136	25,0	0,09	1,58
180	31,0	0,12	1,86
226	36,0	0,12	2,04
272	41,0	0,14	2,23
318	46,0	0,14	2,42
363	50,0	0,19	2,60
408	55,0	0,19	2,79
454	58,0	0,19	2,88
567	64,0	0,21	3,07
680	71,0	0,21	3,44
794	76,0	0,21	3,53
907	82,0	0,21	3,72
1 134	93,0	0,23	4,00
1 360	105	0,28	4,46
1 814	130	0,35	5,11
2 268	156	0,42	5,76
2 722	178	0,47	6,32
3 175	204	0,51	6,88
3 628	227	0,53	7,43
4 082	246	0,58	7,90
4 536	269	0,60	8,36
5 443	309	0,65	9,29
6 350	345	0,70	10,13
7 258	377	0,72	10,96



<i>Weight of refrigerant in system kg</i>	<i>Mechanical discharge of air m<sup>3</sup>/min</i>	<i>Duct area m<sup>2</sup></i>	<i>Open areas of windows or doors m<sup>2</sup></i>
8 165	405	0,74	11,61
9 072	430	0,77	12,08
11 340	481	0,81	13,01
13 608	515	0,84	13,47
15 876	549	0,86	13,94
18 144	580	0,88	14,40
20 412	609	0,91	14,86

**SCHEDULE 7**  
(s. 3.9.3.4)

**WALL, THICKNESS OF COPPER TUBING**

<i>Outside diameter mm</i>	<i>Wall thickness mm</i>
6	0,8
10	0,8
13	0,8
16	0,9
19	1,0
22	1,0
25	1,0
28	1,0
32	1,0
35	1,0

**SCHEDULE 8**

(ss. 3.10.2.1, 3.10.3.1, 3.10.3.2, 3.10.5.2, 3.14.1.1 and 3.14.2.2)

**MINIMUM DESIGN AND FIELD LEAK TEST PRESSURES**

<i>Refrigerant name and number*</i>	<i>Chemical formula</i>	<i>Minimum design pressure</i> <i>kPa</i>		<i>Minimum refrigerant leak field test pressure, kPa</i>	
		<i>High side</i>	<i>Low side</i>	<i>High side</i>	<i>Low side</i>
Ammonia (717)	NH <sub>3</sub>	1 724	1 034	2 069	1 034
Carbon dioxide (744)	CO <sub>2</sub>	7 757	5 171	10 343	6 895
Sulphur dioxide (764)	SC <sub>2</sub>	896	448	1 172	586
Butane (600)	C <sub>4</sub> H <sub>10</sub>	517	276	655	345
Ethyl chloride (160)	C <sub>2</sub> H <sub>5</sub> Cl	310	276	414	345
Methyl chloride (40)	CH <sub>3</sub> Cl	1 103	621	1 448	827
Dichlorodifluoromethane (12)	CCl <sub>2</sub> F <sub>2</sub>	1 275	1 034	1 620	965
Dichlorodifluoromethane 73,8% and ethylidene fluoride 26,2% (500)	CH <sub>3</sub> CHF <sub>2</sub>	1 482	793	1 965	1 034
Dichloromonofluoromethane (21)	CHCl <sub>2</sub> F	379	207	483	276
Dichlorotetrafluoroethane (114)	C <sub>2</sub> Cl <sub>2</sub> F <sub>4</sub>	276	276	345	345
Ethane (170)	C <sub>2</sub> H <sub>6</sub>	6 205	3 620	8 274	4 827
Ethylene (1150)	C <sub>2</sub> H <sub>4</sub>	8 274	6 205	11 032	8 274
Methyl formate (611)	HCOCCH <sub>3</sub>	276	276	345	345 (+)
Isobutane (601)	(CH <sub>3</sub> ) <sub>3</sub> CH	690	379	896	483
Monochlorodifluoromethane (22)	CHClF <sub>2</sub>	1 724	1 034	2 069	1 034
Monochlorotrifluoromethane (13)	CClF <sub>3</sub>	3 551	3 551	4 723 (+)	4 723
Propane (290)	C <sub>3</sub> H <sub>8</sub>	1 724	1 034	2 069	1 034

\* ASHRAE Designation (American Society of Heating, Refrigerating and Air-conditioning Engineers)

(+) Critical pressure is 3 868 kPa at critical temperature of 28,8° C.

**SCHEDULE 9**

(ss. 3.8.8.4 and 3.12.1.9)

**LENGTH OF DISCHARGING PIPING FOR RELIEF VALVES OR RUPTURE MEMBERS  
OF VARIOUS DISCHARGE CAPACITIES**

<i>Equivalent length of discharge pipe, meters (L)</i>	<i>Discharge capacity in kilograms of air per min (C)</i>							
	<i>Standard wall iron pipe sizes (mm)</i>							
	<i>1/2 (12,5)</i>	<i>3/4 (19)</i>	<i>1 (25)</i>	<i>1 1/4 (31,5)</i>	<i>1 1/2 (38)</i>	<i>2 (50)</i>	<i>2 1/2 (63)</i>	<i>3 (75)</i>
<b>Relief device set at 150 kPa (P<sub>1</sub>)</b>								
15	0,32	0,65	1,19	2,36	3,47	6,48	10,10	17,39
30	0,23	0,46	0,84	1,67	2,45	4,58	7,14	12,30
45	0,19	0,38	0,69	1,36	2,00	3,74	5,83	10,04
60	0,16	0,33	0,59	1,18	1,73	3,24	5,05	8,69
75	0,14	0,29	0,53	1,06	1,55	2,90	4,52	7,78
90	0,13	0,27	0,49	0,96	1,42	2,64	4,12	7,10
<b>Relief device set at 350 kPa (P<sub>1</sub>)</b>								
15	0,75	1,52	2,77	4,56	8,09	15,12	23,05	40,57
30	0,53	1,07	1,96	3,23	5,72	10,69	16,30	28,69
45	0,43	0,88	1,60	2,63	4,67	8,73	13,01	23,42
60	0,38	0,76	1,39	2,28	4,05	7,56	11,52	20,29
75	0,34	0,68	1,24	2,04	3,62	6,76	10,31	18,14
90	0,31	0,62	1,13	1,86	3,30	6,17	9,41	16,56
<b>Relief device set at 500 kPa (P<sub>1</sub>)</b>								
15	1,07	2,17	3,96	6,52	11,56	21,59	33,67	57,96
30	0,76	1,53	2,80	4,61	8,18	15,27	23,81	40,98
45	0,62	1,25	2,29	3,76	6,68	12,47	19,44	33,46
60	0,54	1,08	1,98	3,26	5,78	10,80	16,84	28,98
75	0,48	0,97	1,77	2,91	5,17	9,66	15,06	25,92
90	0,44	0,88	1,62	2,66	4,72	8,82	13,75	23,66
<b>Relief device set at 700 kPa (P<sub>1</sub>)</b>								
15	1,50	3,03	5,55	9,12	16,19	30,23	47,14	81,14
30	1,06	2,14	3,92	6,45	11,45	21,38	33,34	57,38
45	0,87	1,75	3,20	5,27	9,35	17,45	27,22	46,85
60	0,75	1,52	2,77	4,56	8,09	15,12	23,57	40,57
75	0,67	1,36	2,48	4,08	7,24	13,52	21,08	36,29
90	0,61	1,24	2,26	3,72	6,61	12,34	19,25	33,13

Equivalent length of discharge pipe, meters (L)	Discharge capacity in kilograms of air per min (C)							
	Standard wall iron pipe sizes (mm)							
	1/2 (12,5)	3/4 (19)	1 (25)	1 1/4 (31,5)	1 1/2 (38)	2 (50)	2 1/2 (63)	3 (75)
Relief device set at 1 000 kPa (P <sub>1</sub> )								
15	2,15	4,33	7,92	13,03	23,13	43,19	67,35	115,92
30	1,52	3,06	5,60	9,22	16,35	30,54	47,62	81,97
45	1,24	2,50	4,58	7,52	13,35	24,94	38,88	66,93
60	1,07	2,17	3,96	6,52	11,56	21,59	33,67	57,96
75	0,96	1,94	3,54	5,83	10,34	19,31	30,12	51,84
90	0,88	1,77	3,24	5,32	9,44	17,63	27,49	47,32
Relief device set at 1 300 kPa (P <sub>1</sub> )								
15	2,79	5,63	10,30	16,94	30,06	56,15	87,55	150,70
30	1,97	3,98	7,28	11,98	21,26	39,70	61,91	106,56
45	1,61	3,25	5,95	9,78	17,36	32,42	50,55	87,01
60	1,39	2,82	5,15	8,47	15,03	28,07	43,78	75,35
75	1,25	2,52	4,61	7,58	13,44	25,11	39,15	67,39
90	1,14	2,30	4,21	6,92	12,27	22,92	35,74	61,52
Relief device set at 1 700 kPa (P <sub>1</sub> )								
15	3,65	7,37	13,47	22,16	39,31	73,42	114,49	197,07
30	2,58	5,21	9,53	15,67	27,80	51,92	80,96	139,35
45	2,11	4,25	7,78	12,79	22,70	42,39	66,00	113,78
60	1,82	3,68	6,74	11,08	19,66	36,71	57,25	98,53
75	1,63	3,29	6,02	9,91	17,58	32,84	51,20	88,13
90	1,49	3,01	5,50	9,05	16,05	29,97	46,74	80,45
Relief device set at 2 000 kPa (P <sub>1</sub> )								
15	4,29	8,67	15,85	26,07	46,25	86,38	134,70	231,84
30	3,03	6,13	11,21	18,43	32,70	61,08	95,24	163,94
45	2,48	5,00	9,15	15,05	26,70	49,87	77,77	133,85
60	2,15	4,33	7,92	13,03	23,13	43,19	67,35	115,95
75	1,92	3,88	7,09	11,66	26,80	38,63	60,24	103,68
90	1,75	3,54	6,47	10,64	18,88	35,26	54,99	94,65
Relief device set at 3 500 kPa (P <sub>1</sub> )								
15	7,50	15,15	27,75	45,60	80,95	151,15	235,70	405,70
30	5,30	10,70	19,60	32,25	57,25	106,90	166,70	286,95
45	4,35	8,75	16,00	26,35	46,75	87,25	136,10	234,25
60	3,75	7,60	13,85	22,80	40,45	75,60	117,85	202,85
75	3,35	6,80	12,40	20,40	36,20	67,60	105,40	181,45
90	3,05	6,20	11,30	18,60	33,05	61,70	96,25	165,65

O.C. 4158-73, (1973) 105 O.G. II, 6715

O.C. 4648-73, (1973) 105 O.G. II, 6963

O.C. 812-79, (1979) 111 G.O., 4199



c. A-20.01, r.2

**Regulation respecting the costs related to  
a previous notice of offence as provided  
for in the Act respecting pressure vessels**

An Act respecting pressure vessels, and other  
legislation

(S.Q., 1979, c. 75 ; after consolidation : An Act  
respecting pressure vessels, R.S.Q., c. A-20.01, s. 36)

**1.** The costs of the previous notice of offence as provided  
for in section 34 of the Act respecting pressure vessels, and  
other legislation (S.Q., 1979, c. 75 ; after consolidation :  
An Act respecting pressure vessels, R.S.Q., c. A-20.01) is  
established at 2 \$.



c. A-21, r.1

## **Regulation respecting the business of the Bureau and general meetings of the Ordre des architectes du Québec**

Architects Act  
(R.S.Q., c. A-21)

Professional Code  
(R.S.Q., c. C-26, ss. 93 and 94)

### **DIVISION I DEFINITIONS AND INTERPRETATION**

**1.01.** The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, shall apply to this Regulation.

### **DIVISION II GENERAL MEETING**

**2.01.** The quorum for a general meeting shall be 35 members.

**2.02.** The annual general meeting shall commence its business on the Friday closest to the 15<sup>th</sup> day of the month of May of each year. Subject to section 2.01 of the Regulation respecting terms and conditions for election to the Bureau of the Ordre des architectes du Québec (c. A-21, r.6), the said date may, as an exception, be postponed or advanced by 2 weeks at the most.

**2.03.** The Bureau shall fix, by resolution, the place where the general meeting shall be held.

**2.04.** The decisions shall be taken by a majority vote of the members present ; in the case of a tie-vote, the chairman of the meeting shall have a casting vote.

**2.05.** The results of the election of the directors and of the president shall be announced at the annual general meeting.

**2.06.** The Bureau shall place every question of common interest to the profession on the agenda of the annual general meeting, presented by a member in the form of a proposal at least 5 weeks prior to the date of the general meeting.

### **DIVISION III SWEARING IN OF THE DIRECTORS**

**3.01.** At the first meeting of the Bureau, immediately following the taking of office of a director, the latter must take the oath or affirmation of discretion prescribed in Schedule II to the Professional Code (R.S.Q., c. C-26).

### **DIVISION IV BUREAU PROCEDURE**

**4.01.** The first meeting of the Bureau shall be held at the corporate seat of the Order within the 30 days which follow the annual general meeting. The Bureau or the administrative committee shall fix the date, time and place of the other meetings of the Bureau.

**4.02.** Special meetings of the Bureau shall be held at the place determined by the administrative committee. The latter shall also determine the date and time thereof.

**4.03.** The secretary shall send to all the directors, at least 7 days prior to a meeting of the Bureau, a notice indicating the place, date and time of such meeting. The said period may be reduced to 48 hours in the case of a special meeting.

**4.04.** In the absence of the president, or upon his request, a meeting of the Bureau shall be presided over by the vice-president who has the greatest number of years entered on the roll or, in the absence of the vice-presidents by the member of the Bureau who has the greatest number of years entered on the roll.

**4.05.** When a meeting of the Bureau is adjourned, for lack of a quorum, the time of adjournment and the names of the members of the Bureau then present shall be entered in the minutes.

**4.06.** The vote shall be taken by secret ballot each time 2 members of the Bureau shall so request.

**4.07.** The Bureau shall be the master of its procedure in respect of all that is not provided for by this Regulation.

**4.08.** The Bureau may authorize any person other than the directors to attend its meetings.

**4.09.** Not later than 60 days after its election, the Bureau shall appoint the president and members of the permanent committees ; they shall remain in office until they are replaced by the Bureau.

**4.10.** The president may participate in the work of the committees formed by the Order, except in that of the committee on discipline.

#### **DIVISION V ADMINISTRATIVE COMMITTEE**

**5.01.** The 3 elected directors who are designated as members of the administrative committee shall have the title of vice-chairman.

**5.02.** The secretary of the Order shall act as secretary of the administrative committee, but shall not be entitled to vote.

**5.03.** In the case of absence of the president of the Order, one of the vice-chairmen shall preside over the meetings of the administrative committee.

**5.04.** The decisions shall be taken by a majority vote of the members present. In the case of a tie-vote, the chairman of the meeting shall have a casting-vote.

**5.05.** The Bureau shall delegate to the administrative committee, by this Regulation, all its powers except those which it must carry out by regulation.

**5.06.** The Bureau may modify or rescind any decision of the administrative committee without prejudice to acquired rights.

#### **DIVISION VI SECRETARY OF THE ORDER**

**6.01.** In the case of incapacity or absence of the secretary, he may be validly replaced by the president or by another person designated by the administrative committee.

**6.02.** A certificate bearing the signature of the secretary shall be considered as issuing from the Order.

#### **DIVISION VII SEAL OF THE ORDER**

**7.01.** The seal of the Order is that whose imprint appears in the copy of this Regulation kept by the secretary of the Order.

**7.02.** The secretary shall have charge of the seal.

#### **DIVISION VIII REMUNERATION AND ALLOWANCES**

**8.01.** The president and the members of the Bureau who attend a meeting of the Bureau duly called or who are commissioned to represent the Order shall be entitled to the following allowances :

(a) a lump sum for their attendance at a meeting, established in relation to the duration of the said meeting ;

(b) a lump sum for travel expenses established in relation to the distance covered ; and

(c) lump sum for living-out expenses.

**8.02.** The president and the members of the administrative committee, the members of the committee on discipline, the chairman and the members of the professional inspection committee who are not in the employ of the Order, the chairman and the members of the committee on admissions, who attend a meeting of their respective committees duly called or who are commissioned to represent the Order, shall be entitled to allowances similar to those mentioned in section 8.01.

**8.03.** Allowances similar to those mentioned in section 8.01, but whose amounts may be different, shall be paid to experts whose services are retained by the Order from time to time.

**8.04.** In addition to these allowances, the president shall receive an annual remuneration.

**8.05.** The amounts and allowances mentioned in this Division shall be determined by resolution of the Bureau.

#### **DIVISION IX ADMINISTRATION OF PROPERTY**

**9.01.** The monies collected by the secretary in the name of the Order shall be deposited in the financial institutions approved by the Bureau.

**9.02.** The president or the secretary may approve the payment of any current expense such as salaries, rent, telephone, taxes and other similar expenses, whatever the amount, as well as any other expense under 1 000 \$. All investments, as well as any expense over 1 000 \$ which is not a current expense must be approved by the administrative committee.

**9.03.** An expense provided for in the budget which is not over 5 000 \$ may be paid by a cheque signed by the

president or by the secretary. Cheques in payment of any other expense may only be signed by the secretary and a member of the administrative committee or by 2 members of the administrative committee.

**9.04.** The administrative committee may only invest the surpluses of the Order in property intended for the use of the Order, in selected bonds, guaranteed deposit certificates, or funds managed by trust companies on condition that such funds are not used to buy company shares.

**9.05.** The president and the secretary acting jointly may invest the non-utilized portions of the revenue appearing in the operations budget for the current year in a trust corporation or in a chartered bank for a period not exceeding 365 days, on condition that such investments take the form of guaranteed deposit certificates.

**9.06.** The administrative committee shall prepare budgetary estimates at the beginning of every financial year and shall submit them for the approval of the Bureau.

**9.07.** Expenses must be within the limits of the budget approved by the Bureau with the exception of current expenses which can be incurred prior to the approval of the budget.

**9.08.** The members of the administrative committee shall be, *ex officio*, signatories of all bank transactions. Unless stipulated otherwise, the signature of 2 of them shall be required in each case.

## **DIVISION X MEMBERS' ASSESSMENTS**

**10.01.** The secretary shall send to all members of the Order, at least 30 days prior to the date on which the annual assessments are payable, a notice indicating the amount of the said assessment as well as the date on which it is due.

**10.02.** A member who is behind in the payment of his assessment shall be summoned, by registered or certified mail, to pay the said assessment as well as the costs incurred by the Order. If the member has not paid his assessment within a period of 30 days effective from the mailing of such letter, he shall be struck off the roll.

**10.03.** Subject to the said Division, a member who is entered on the roll on the date on which the assessment is payable must pay it in whole.

**10.04.** An architect who wishes to pay the annual assessment in 2 instalments may do so by forwarding to the Order, prior to the date on which the assessment is payable, an instalment of one-half of the assessment, and to cover the remaining half, a cheque bearing the date of its issue and another date being the date of payment not exceeding the due date of the first instalment by 6 months.

**10.05.** A remittance of 80% of the amount of the annual assessment for the preceding year may be granted to a member :

(a) who practices his profession principally in Québec and who is absent for the entire duration of the fiscal year for which the assessment is due ;

(b) who is registered as a full time student in a teaching institution to follow courses related to architecture.

**10.06.** A member who wishes to avail himself of section 10.05 must so advise the secretary within 30 days of his registration as a student or within 30 days from the beginning of his absence, and provide him with the appropriate documentary proof.

**10.07.** A member who returns to Québec during the fiscal year for which he has availed himself of section 10.05 must advise the secretary thereof and pay the difference between the amount he has already paid pursuant to this section and the entire assessment for the current year.

**10.08.** The amount of the annual assessment shall be reduced by 50% when one-half or more of the fiscal year has expired at the time of the entry of the architect on the roll of the Order.

**10.09.** (1) An architect who is struck off the roll for non-payment of an assessment within the determined time limits may renew the practice of his profession under the following conditions :

(a) pay the assessments due and unpaid at the time of his striking off ;

(b) pay, where applicable, the assessments for the current year ; and

(c) pay the re-registration fees.

(2) However, upon petition received under oath and for reasons which do not depend on the will of the applicant, the administrative committee may release the said architect from the payment of the amounts mentioned in paragraphs a and c of subsection 1.



**10.10.** An architect who ceases to practise his profession, temporarily or definitely, need not pay the assessment if he so advises the secretary in writing prior to the date on which the assessment is payable. If the said notice is forwarded after such date, it shall only release the subsequent annual assessment from payment.

**10.11.** The holder of a permit, who has availed himself of section 10.10 may renew the practice of the profession by paying the re-registration costs and assessments for the current year. The prescriptions of this section shall also apply to an architect who wishes to renew the practice of the profession at the end of a temporary striking off imposed by the committee on discipline or the Professions Tribunal.

#### **DIVISION XI ARCHITECT'S SEAL**

**11.01.** A member may obtain a personal seal on which his name and the words "Architect" or "architecte" and "Ordre des architectes du Québec" appear.

**11.02.** The seal may be obtained through the Order only and shall remain its property. It must be returned to it not later than 8 days after the name of the member has been struck off the roll or following the cancellation or the expiry of the permit.

#### **DIVISION XII PERMIT TO PRACTISE**

**12.01.** The permit issued by the Order must be signed by the president and the secretary or by the persons who officially act in their place and stead.

**12.02.** The seal of the Order must be affixed to the permit.

**12.03.** The permit shall remain the property of the Order and in case of revocation must be returned to it within 8 days of a written request by the secretary to that effect.

#### **DIVISION XIII MEDAL OF MERIT**

**13.01.** The medal of merit shall be awarded by unanimous decision of the Bureau to a member whom the Order wishes to honor for services rendered to the profession or for his distinction as an architect.

#### **DIVISION XIV FEES**

**14.01.** The fees required by the Order are the following :

(a) for the first issuance of a registration certificate : 10 \$ ;

(b) for any other issuance of a registration certificate : 25 \$ ;

(c) for the re-registration on the roll of a person who voluntarily ceased to be entered thereon or who was struck off : 50 \$ ;

(d) for the study of an application for recognition of a diploma issued by an educational establishment situated outside Québec respecting its equivalence to a diploma recognized valid by the Government for the issuing of a permit : 100 \$ ;

(e) for the issuance of a document certifying that an entry has been made on the roll or on one of the registers kept by the secretary : 5 \$ ;

(f) for the issuance of a certified true copy of a permit to practise : 5 \$ ;

(g) to furnish a client with a copy of a document concerning him in a record of which the Order has custody pursuant to the Regulation respecting the records of an architect who ceases to practise (c. A-21, r.5) : twice the cost of reproduction including, in addition to the cost of reproduction, administration expenses ;

(h) the expenses actually incurred by the Order in the collection of an amount by way of copyright on plans of which the Order has custody pursuant to the Regulation respecting the records of an architect who ceases to practise.

*Amended in French D. 3242-80, G.O.II, 1980, p. 6223*



c. A-21, r.2

## Regulation respecting other terms and conditions for permits to be issued by the Ordre des architectes du Québec

Architects Act  
(R.S.Q., c. A-21)

Professional Code  
(R.S.Q., c. C-26, s. 94)

### DIVISION I GENERAL PROVISIONS

**1.01.** In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

(a) “student of the Order” : a person admitted to clerkship with a principal and entered in the register of students of the Ordre des architectes du Québec (Order) ;

(b) “principal” : a member of the Order recognized by the Bureau who administers an architects’ office ;

(c) “Act” : the Architects Act (R.S.Q., c. A-21) and its present and future amendments ;

(d) “trainee” : a person who serves a training period ;

(e) “recognized university” : an establishment issuing a diploma in architecture recognized in accordance with subparagraph *a* of the first paragraph of section 184 of the Professional Code (R.S.Q., c. C-26).

**1.02.** The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

### DIVISION II GENERAL PRINCIPLES

**2.01.** A candidate who holds a diploma issued by a recognized university or deemed equivalent by the Bureau, in accordance with the standards fixed under paragraph *f* of section 94 of the Professional Code, must if he wishes to avail himself of section 10 of the Act in order to obtain a permit, hold a registration certificate, serve the training period, pass the examination for admission and comply with the other terms and conditions for issuing permits prescribed in the Act and this Regulation.

**2.02.** A person who does not hold a diploma issued by a recognized university or one deemed equivalent by the

Bureau, in accordance with the standards fixed under paragraph *f* of section 94 of the Professional Code, must, if he wishes to avail himself of subparagraph *a* of the first paragraph of section 11 of the Act in order to obtain a permit, serve the clerkship, pass the intermediate examination, the final examination and the examination for admission and comply with the other terms and conditions for issuing permits prescribed in the Act and this Regulation.

### DIVISION III TRAINING PERIOD

**3.01.** The training period is a period of professional training of 2 years served in an architect’s office or in an environment where the trainee may acquire practical knowledge or experience in one or several fields of the practice of architecture.

**3.02.** To be admitted to a training period, a candidate must submit to the committee on admissions an application to that effect, accompanied by the following :

(a) a copy of his registration certificate ;

(b) proof :

i. that he is the holder of a diploma issued by a recognized university or deemed equivalent by the Bureau in accordance with the standards fixed under paragraph *f* of section 94 of the Professional Code ; or

ii. that he completed his third year or acquired at least 75% of the credits of a curriculum in a recognized university ;

(c) mention of the place where he plans to serve his training period ; and

(d) a description of the activities which he plans to carry out during the training period.

**3.03.** A candidate who has completed his third year or acquired at least 75% of the credits of a curriculum in a recognized university may complete up to 12 months of training prior to the obtainment of his diploma.

A candidate must complete his training period on a full-time basis in an architect’s office in order that such period be recognized as part of the training period prescribed in section 3.01.

**3.04.** The trainee must advise the committee on admissions of any change with respect to the place where he

serves his training period and the activities relating thereto.

**3.05.** The trainee must submit to the committee on admissions for each place where he serves his training period, a report countersigned by his employer or immediate superior containing the following information :

- (a) a summary description of the work in which he has participated ; and
- (b) a statement of his contribution to the work referred to in paragraph a.

**3.06.** The committee on admissions shall decide upon the recognition of the training period upon study of the report referred to in section 3.05.

**3.07.** After study of a report similar to that referred to in section 3.05, the committee on admissions may recognize, to the extent of one year, the training period served outside Québec by a person who has not obtained his diploma from a recognized university.

#### **DIVISION IV CLERKSHIP**

**4.01.** The clerkship prescribed in subparagraph *a* of the first paragraph of section 11 of the Act is a professional training period of 9 years served with one or several principals by a student of the Order and under the control of the Order.

**4.02.** To be admitted to clerkship, a person must be entered on the register of students of the Order by submitting to the committee on admissions an application to that effect, accompanied by the following :

- (a) proof to the effect that he is the holder of a diploma of college studies issued by the Ministère de l'Éducation or that he has had equivalent training determined by the committee on admissions ;
- (b) proof to the effect that he is employed by a principal together with the acceptance by the principal to act in that capacity ;
- (c) a certified copy of his birth certificate or satisfactory proof of the date and place of birth ;
- (d) his curriculum vitae ;
- (e) a recent photograph measuring 5 centimetres by 5 centimetres certified under his signature as being his own ; and
- (f) the registration fees required by the Order.

**4.03.** A student of the Order must apply to the committee on admissions for the renewal of his registration before 1 April each year. The renewal shall be granted if he furnishes proof that he is employed by a principal, together with the principal's acceptance to act in that capacity and if he pays the required fees.

**4.04.** A student of the Order must, within 30 days of the date on which he ceases to be employed by a principal, notify the committee on admissions thereof.

**4.05.** At the time of renewal of his registration, the student of the Order must furnish the committee on admissions with a report countersigned by the principal and containing the following information :

- (a) a summary description of the work in which he has participated ; and
- (b) a statement of his contribution to the work referred to in paragraph a.

**4.06.** After study of a report similar to that referred to in section 4.05, the committee on admissions may recognize a period of clerkship of not more than 7 years, served with a principal by a candidate prior to his entry on the register of students of the Order.

#### **DIVISION V EXAMINATIONS**

##### *§1. General provisions*

**5.01.01.** The examinations of the Order are the intermediate examination, the final examination and the examination for admission.

**5.01.02.** The intermediate examination shall deal with the following subjects :

- (a) mathematics ;
- (b) descriptive geometry ;
- (c) static mechanics and theory of the resistance of materials ;
- (d) construction ;
- (e) application of the resistance of materials ;
- (f) history of architecture I ; and
- (g) architectural composition I.

**5.01.03.** The final examination shall deal with the following subjects :

- (a) mechanical systems ;

- (b) electricity and lighting ;
- (c) theory of structures ;
- (d) acoustics ;
- (e) specifications and estimates ;
- (f) history of architecture II ; and
- (g) architectural composition II.

**5.01.04.** With the exception of architectural composition, each subject of the intermediate and final examinations is sanctioned by a written examination of 3 hours. Each architectural composition examination shall last one week.

**5.01.05.** The examination for admission is a written examination lasting 2 days and its object is to ascertain whether the candidate has sufficient knowledge of :

- (a) the Professional Code, the Architects Act and the regulations made thereunder ;
- (b) the articles of the Civil Code of interest to architects ;
- (c) the aggregate services rendered by the architect ;
- (d) the laws and regulations governing, in Québec, the construction of buildings ;
- (e) the relationship between the architect, the owner, the contractor and the other specialists who work in the field of construction ;
- (f) the materials and methods of construction ;
- (g) the methods of estimating the construction cost ;
- (h) the preparation of specifications ;
- (i) the administration of an architect's office ; and
- (j) all the stages of a construction project.

**5.01.06.** A candidate who has failed a second time in one of the subjects of the intermediate or final examination, with the exception of architectural composition, may sit for a further written examination or an oral examination on that subject.

**5.01.07.** A candidate shall not rewrite the examination for admission or a subject of the intermediate or final examination more than 3 times. A 2-year period must elapse between the third failure and the last sitting.

## *§2. Eligibility*

**5.02.01.** To be eligible for the intermediate examination, a student of the Order must have completed 2 years

of clerkship and submit for the approval of the committee on admissions the proof of studies required under the programme of subjects of the intermediate examination available at the office of the Order.

**5.02.02.** The committee on admissions shall exempt from one of the subjects of the intermediate examination a candidate who shows that he has acquired sufficient knowledge of that examination subject.

**5.02.03.** To be eligible for the final examination, a student of the Order must have passed the intermediate examination or have been exempted therefrom, have completed 6 years of clerkship and have submitted for the approval of the committee on admissions the proof of studies required under the programme of subjects of the final examination available at the office of the Order.

**5.02.04.** To be eligible for the examination for admission, a student of the Order must have passed the intermediate examination or have been exempted therefrom, have passed the final examination and have completed 9 years of clerkship.

## *§3. Procedure and terms and conditions of examinations*

**5.03.01.** The intermediate and final examinations shall be held in the first fortnight in the months of May and November.

**5.03.02.** The examination for admission shall be held in the second fortnight in the months of May and November.

**5.03.03.** An application for registration for an examination must be submitted in writing and forwarded to the secretary of the committee on admissions 2 months prior to the date fixed for the examination ; it must be accompanied by the fees required by the Order.

**5.03.04.** An application for registration for an examination may not be withdrawn during the 7 days preceding the date fixed for the examination. The candidate who withdraws his application shall be entitled to the reimbursement of his registration fees.

**5.03.05.** The registration fees shall not be reimbursed to the candidate who does not sit for the examination but shall be used to pay for the fees of that examination if it is written subsequently.

**5.03.06.** In order to pass the intermediate or the final examination, the candidate must obtain 60% of the marks given for each subject. In order to pass the examination for

admission, the candidate must obtain 60% of the marks given for that examination. However, the candidate shall be informed only of his success or failure at an examination.

**5.03.07.** A candidate may write or rewrite separately each subject of the intermediate or final examination. He shall be bound to rewrite only the subjects which he failed.

**5.03.08.** The committee on admissions must review the examination paper of every candidate who so requests. Such request must be submitted in writing within 30 days following the notification of the result and be accompanied by the fees required by the Order.

**5.03.09.** The identity of the candidate shall not be disclosed before a written examination is corrected.

**5.03.10.** The candidate who is caught in possession of notes or any other unauthorized document shall be excluded from the examination.

**5.03.11.** The manuscripts of the examination shall be destroyed 6 months after the date of the examination.

## **DIVISION VI**

### **TERMS AND CONDITIONS FOR ISSUING PERMITS**

**6.01.** A candidate who fulfills the conditions and meets the requirements of section 10 of the Act must, to obtain a permit, submit to the committee on admissions an application to that effect accompanied by the following :

- (a) a certified copy of his diploma ;
- (b) a recent photograph measuring 5 centimetres by 5 centimetres certified under his signature as being his own ;
- (c) a certified copy of his birth certificate or satisfactory proof of the date and place of birth ;
- (d) proof :
  - i. that he is a Canadian citizen ; or
  - ii. that he was legally admitted to Canada to remain therein permanently, and that he is domiciled in Québec, and also a declaration whereby he binds himself to apply for Canadian citizenship as soon as he is able to do so pursuant to the Citizenship Act (R.S.C., 1974-75-76, c. C-108) ;
- (e) a specimen of his signature ;
- (f) proof, in the case where the law so requires, that he has a working knowledge of the French language determined in accordance with the standards established for

such purpose by regulation of the Office de la langue française ; and

- (g) the registration fees.

**6.02.** A candidate who fulfills the conditions and meets the requirements of subparagraph *a* of the first paragraph of section 11 of the Act must, in order to obtain a permit, submit to the committee on admissions an application to that effect accompanied by the following :

- (a) a certified copy of his birth certificate or satisfactory proof of the date and place of birth ;
- (b) proof :
  - i. that he is a Canadian citizen ; or
  - ii. that he was legally admitted to Canada to remain therein permanently and that he is domiciled in Québec, and also a declaration whereby he binds himself to apply for Canadian citizenship as soon as he is able to do so pursuant to the Citizenship Act ;
- (c) a specimen of his signature ;
- (d) proof, in the case where the law so requires, that he has a working knowledge of the French language determined in accordance with the standards established for such purpose by regulation of the Office de la langue française ; and
- (e) the registration fees.

**6.03.** A candidate who fulfills the conditions and meets the requirements of subparagraph *b* of section 11 of the Act must, to obtain a permit, submit to the committee on admissions an application to that effect accompanied by the following :

- (a) proof that he is a member in good standing of an association of architects of a Canadian province ;
- (b) a declaration under his signature to the effect that he has read and studied the articles of the Civil Code of particular interest to architects published by the Order, the Professional Code, as well as the Act and the regulations of the Order ;
- (c) a certified copy of his diploma ;
- (d) a recent photograph measuring 5 centimetres by 5 centimetres certified under his signature as being his own ;
- (e) a certified copy of his birth certificate or satisfactory proof of the date and place of birth ;
- (f) proof :
  - i. that he is a Canadian citizen ; or

ii. that he was legally admitted to Canada to remain therein permanently and that he is domiciled in Québec, and also a declaration whereby he binds himself to apply for Canadian citizenship as soon as he is able to do so pursuant to the Citizenship Act ;

(g) a specimen of his signature ;

(h) proof, in the case where the law so requires, that he has a working knowledge of the French language determined in accordance with the standards established for such purpose by regulation of the Office de la langue française ; and

(i) the registration fees.

**6.04.** A candidate who fulfills the conditions and meets the requirements of subparagraph c of the first paragraph of section 11 of the Act must, to obtain a permit, submit to the committee on admissions an application to that effect accompanied by the following :

(a) a recent photograph measuring 5 centimetres by 5 centimetres certified under his signature as being his own ;

(b) a certified copy of his birth certificate or satisfactory proof of the date and place of birth ;

(c) proof :

i. that he is a Canadian citizen ; or

ii. that he was legally admitted to Canada to remain therein permanently and that he is domiciled in Québec, and also a declaration whereby he binds himself to apply for Canadian citizenship as soon as he is able to do so pursuant to the Citizenship Act ;

(d) a specimen of his signature ;

(e) proof, in the case where the law so requires, that he has a working knowledge of the French language, determined in accordance with the standards established for such purpose by regulation of the Office de la langue française ; and

(f) the registration fees.

**6.05.** A candidate must, to obtain the permit contemplated in section 12 of the Act, hold a diploma in architecture recognized by the Bureau in accordance with the standards fixed under paragraph f of section 94 of the Professional Code, have passed the examination for admission and submit to the committee on admissions an application to that effect accompanied by the following :

(a) a declaration to the effect that he is not a Canadian citizen or that he was not admitted to remain permanently in Canada ;

(b) proof that he is legally authorized to practise the profession of architect outside Canada ;

(c) proof that he is associated with a member of the Order residing in Québec ;

(d) proof that he is a professor by profession ;

(e) a copy of the agreement binding him to his employer ;

(f) a recent photograph measuring 5 centimetres by 5 centimetres certified under his signature as being his own ;

(g) a certified copy of his birth certificate or satisfactory proof of the date and place of birth ;

(h) a specimen of his signature ;

(i) proof, in the case where the law so requires, that he has a working knowledge of the French language determined in accordance with the standards established for such purpose by regulation of the Office de la langue française ; and

(j) the registration fees.

**6.06.** To obtain the temporary permit contemplated in section 41 of the Professional Code, a candidate must submit to the committee on admissions an application to that effect accompanied by the following :

(a) proof that he is a member in good standing of an association of architects of a Canadian province which agrees to reciprocity or, if he practises his profession outside Canada, proof that he is a member in good standing of the body which governs the practice of architecture in his country ;

(b) proof that he is a consultant, with respect to a given project, to a member of the Order residing in Québec ;

(c) proof that the candidate and the member of the Order contemplated in paragraph b are engaged by the same client ;

(d) a commitment to the effect that the preparation of plans and specifications and the supervision of the work will be in actual collaboration with the member of the Order who will seal and sign with the candidate the plans and specifications ;

(e) a declaration indicating the project, its site and the estimated cost of the construction work ;

(f) a recent photograph measuring 5 centimetres by 5 centimetres certified under his signature as being his own ;

(g) a certified copy of his birth certificate or other proof of the date and place of birth ;

- (h) a specimen of his signature ; and
- (i) the fees required by the Order.

## **DIVISION VII**

### **REGISTRATION FEES OF STUDENTS OF THE ORDER**

**7.01.** The registration fees of the students of the Order are the following :

- (a) for study of the candidate's record upon registration : 25 \$ ;
- (b) for registration : 50 \$ ; and
- (c) for the renewal of registration : 25 \$.

*Amended in French D. 3090-81, G.O. II, 1981, p. 5039.*

## **DIVISION VIII**

### **EXAMINATION FEES**

**8.01.** The examination fees are the following :

- (a) intermediate examination :
  - i. for the written examination on each subject of the intermediate examination other than architectural composition I : 60 \$ ;
  - ii. for the architectural composition I examination : 100 \$ ;
  - iii. for the oral examination on each subject of the intermediate examination : 60 \$ ;
  - iv. for exemption from one of several subjects of the intermediate examination : 60 \$ ; and
  - v. for review of the marking of a subject of the examination : 30 \$ ;
- (b) final examination :
  - i. for the written examination on each subject of the final examination other than architectural composition II : 60 \$ ;
  - ii. for the architectural composition II examination : 100 \$ ;
  - iii. for the oral examination on each of the subjects of the final examination : 60 \$ ; and
  - iv. for review of the marking of a subject of the examination : 30 \$ ;
- (c) examination for admission :
  - i. for the examination for admission : 125 \$ ; and

- ii. for review of the marking of the examination : 30 \$.

*Amended in French D. 3090-81, G.O. II, 1981, p. 5039.*

## **DIVISION IX**

### **FEES FOR THE ISSUANCE AND RENEWAL OF PERMITS**

**9.01.** The fees for the registration of a candidate to the permit contemplated in sections 6.01, 6.02, 6.03 and 6.04 or the temporary permit issued to a professor contemplated in section 6.05 shall be 100 \$. However, the candidate contemplated in section 6.01 who obtained the diploma giving access to the permit within the 4 years preceding the date of his application for admission shall be exempt from the registration fees.

**9.02.** A Canadian citizen who is legally authorized to practise the profession of architect in another province of Canada which agrees to reciprocity must, to obtain or renew a temporary permit, pay the same fees as those required of a member of the Order by the provincial association of which such Canadian citizen is a member.

**9.03.** A person who is not a Canadian citizen, but who is legally authorized to practise the profession of architect outside Québec must, to obtain or renew a temporary permit, pay the amount of 1 000 \$.

## **DIVISION X**

### **TRANSITIONAL PROVISIONS**

**10.01.** The fees for the renewal of a temporary permit issued before 24 November 1976 to a person who is not a Canadian citizen but who is legally authorized to practise the profession of architect outside Québec are 1 000 \$.

**10.02.** A candidate who passed the examination of professional practice and legislation, as prescribed in the regulations of the Order in force before 24 November 1976, shall be exempt from the examination for admission prescribed in this Regulation.

**10.03.** A candidate who passed one of the subjects of the final or intermediate examination, as prescribed in the regulations of the Order in force before 24 November 1976, shall be deemed to have passed the corresponding subjects of the final or intermediate examination prescribed in this Regulation.

**10.04.** A period of clerkship served in accordance with the regulations of the Order in force before 24 November 1976, shall be deemed to be equivalent to the same period of clerkship or training served in accordance with this Regulation.





c. A-21, r.3

## Code of ethics of architects

Architects Act  
(R.S.Q., c. A-21)

Professional Code  
(R.S.Q., c. C-26, s. 87)

### DIVISION I GENERAL PROVISION

**1.01.** The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

### DIVISION II DUTIES AND OBLIGATIONS TOWARDS THE PUBLIC

**2.01.** In the practice of his profession, the architect must take into account his obligations towards man and his environment and the consequences that the carrying out of his work may produce on life, health and the property of any person.

**2.02.** An architect must support every measure likely to improve the quality of the professional services in the field in which he practises.

**2.03.** The architect must promote measures of education and information pertinent to the field in which he practises. He must also, in the practice of his profession, perform the necessary acts to ensure such education and information.

### DIVISION III DUTIES AND OBLIGATIONS TOWARDS CLIENTS

#### *§1. General provisions*

**3.01.01.** Before accepting a mandate, an architect must bear in mind the extent of his proficiency, knowledge and the means at his disposal. Without restricting the generality of the foregoing, he shall not :

(a) undertake work for which he is not sufficiently prepared unless he obtains the necessary assistance ;

(b) undertake work unless he is able to exercise the personal intervention which such work calls for in regard

to its particular nature and the place where it is being carried out.

**3.01.02.** An architect must not practise under conditions or in situations likely to impair the quality of his services.

#### *§2. Integrity*

**3.02.01.** An architect must discharge his professional duties with integrity.

**3.02.02.** An architect must avoid any false representation with respect to his level of competence or the efficiency of his own services and of those generally provided by the members of his profession.

**3.02.03.** An architect shall not lead his client to believe that the budget at the latter's disposal is sufficient for the work planned, unless he himself is reasonably certain that it is.

**3.02.04.** An architect shall not refuse to call upon a colleague for consultation if his client requests him to do so.

**3.02.05.** An architect must refrain from expressing opinions unless he has full knowledge of the facts.

**3.02.06.** An architect must notify his client as early as possible of any error he has made while rendering a professional service which could be prejudicial to the latter and which cannot be easily rectified.

**3.02.07.** An architect must take reasonable care of the property entrusted to him by a client and he shall not lend or use it for purposes other than those for which it was entrusted to him.

**3.02.08.** An architect must display objectivity in giving an opinion on a contractual document linking his client or employer to a contractor.

**3.02.09.** Unless otherwise formally agreed upon, an architect must not, before obtaining his client's authorization, proceed from the sketch stage to the preliminary studies stage, or from the preliminary studies stage to that of the working drawings, detail drawings and specifications.

**3.02.10.** Before providing his professional services, the architect must come to an agreement with his client relative to the extent and the terms and conditions of the services required and the conditions of their remuneration.

**3.02.11.** An architect must immediately stop the execution of his mandate if such mandate is cancelled.

### *§3. Availability and diligence*

**3.03.01.** In the practice of his profession, an architect must show reasonable availability and diligence.

**3.03.02.** In addition to opinion and advice, the architect must provide his client with any explanation necessary for the understanding and evaluation of the services rendered to him.

**3.03.03.** An architect must give an account of the execution of his mandate when so requested by his client.

**3.03.04.** Unless he has sound and reasonable grounds therefor, an architect may not cease to act for the account of a client. The following shall, in particular, constitute sound and reasonable grounds :

- (a) loss of the client's confidence ;
- (b) the fact that the architect is in a situation of conflict of interest or in a situation such that his professional independence could be called in question ;
- (c) the fact of being incited by the client to perform illegal, unfair or fraudulent acts.

**3.03.05.** Before he ceases to exercise his functions for the account of a client, the architect must forward an advance notice of withdrawal within a reasonable time and ensure that such termination of services is not prejudicial to his client.

### *§4. Liability*

**3.04.01.** An architect must identify by means of his signature and seal all plans, preliminary or working specifications, work supervision reports, payment certificates, change orders, work completion certificates and experts, reports, prepared for architectural work by himself or under his immediate control and supervision.

### *§5. Independence and impartiality*

**3.05.01.** An architect must subordinate his personal interest to that of his client.

**3.05.02.** An architect must ignore any intervention by a third party which could influence the performance of his professional duties to the detriment of his client.

**3.05.03.** An architect must at all times safeguard his professional independence and avoid any situation in which he would be in conflict of interest. Without restricting the generality of the foregoing, an architect :

(a) is in conflict of interest when the interest in question are such that he might tend to favour certain of them over those of his client or his judgment and loyalty towards the latter might be unfavorably affected ;

(b) is not an objective adviser if he derives a direct or indirect, real or possible benefit from any given act.

**3.05.04.** As soon as he ascertains that he is in a situation of conflict of interest, the architect must notify his client thereof and ask him for authorization to continue his mandate.

**3.05.05.** An architect shall accept fees or remuneration only from his client or employer, unless otherwise explicitly agreed upon between all the parties concerned.

**3.05.06.** An architect must not share his fees with a person who is not a member of the Ordre des architectes du Québec (Order) or remit such fees to him.

**3.05.07.** Subject to the remuneration to which he is entitled, an architect shall not pay or receive any advantage, benefit or commission relative to the practice of his profession.

**3.05.08.** An architect may provide his services to an employer only if such employer :

(a) is an architect or a partnership of architects and of members of other professions ;

(b) exclusively offers a finished product whose architectural drawings and specifications constitute only one of the elements ;

(c) in the case of a person other than an architect, provides only professional services that are within the exclusive jurisdiction of his profession in virtue of the Act by which it is governed ;

(d) causes drawings and specifications to be prepared only for buildings intended for his own use or of which he will be the owner ;

(e) utilizes the architect's competence for purposes other than the preparation of architectural plans and specifications.

#### *§6. Professional secrecy*

**3.06.01.** An architect must respect the secrecy of confidential information obtained in the practice of his profession.

**3.06.02.** An architect may be released from professional secrecy only with the authorization of his client or when so ordered by law.

**3.06.03.** An architect shall not make use of confidential information which may be prejudicial to a client or with a view to obtaining a direct or indirect benefit for himself or for another person.

**3.06.04.** An architect must avoid indiscreet conversations concerning a client and the services rendered to him.

**3.06.05.** An architect shall not accept a mandate which entails or may entail the disclosure or use of confidential information or documents obtained from another client without the latter's consent.

#### *§7. Accessibility of records*

**3.07.01.** An architect must respect the right of his client to consult the documents that he prepared for him and to obtain a copy thereof.

#### *§8. Determination and payment of fees*

**3.08.01.** An architect must provide his client with all the explanations necessary to the understanding of his statement of fees and the terms and conditions of payment.

**3.08.02.** An architect must refrain from demanding advance payment for his services ; he may, however, demand payment on account.

**3.08.03.** An architect may collect interest on outstanding accounts only after having duly notified his client. The interest thus charged must be at a reasonable rate.

**3.08.04.** Before having recourse to legal proceedings, an architect must have exhausted all the other means at his disposal for obtaining payment of his fees.

**3.08.05.** When an architect entrusts the collection of his fees to another person, he must make sure that the latter will act with tact and moderation.

### **DIVISION IV**

### **DUTIES AND OBLIGATIONS TOWARDS THE PROFESSION**

#### *§1. Incompatible duties and responsibilities*

**4.01.01.** The following is incompatible with the practice of the profession of architect :

(a) acting as a contractor under the same firm name which he uses as an architect ;

(b) supervising the carrying out of work for the account of a client for whom he acts as contractor ; and

(c) acting directly or indirectly as a general or specialized contractor unless he has notified his client thereof upon his engagement.

#### *§2. Derogatory acts*

**4.02.01.** In addition to those referred to in sections 57 and 58 of the Professional Code (R.S.Q., c. C-26), the following acts are derogatory to the dignity of the profession of architect :

(a) affixing his seal and signature on plans, specifications or on any other document relating to the practice of his profession when these have not been prepared in his office, either by himself or under his immediate direction and supervision ;

(b) communicating with the plaintiff without the prior written permission of the syndic or his assistant when he is informed that an investigation into his professional conduct or competence will be held or when he has received the service of a complaint against him ;

(c) offering his professional services to a third party towards whom his employer has contractual obligations ;

(d) taking advantage of a permanent office, for which he receives a salary, to offer his professional services to persons with whom his employer does business ;

(e) publicly endorsing a product, system or service which he has not designed or developed, or allowing the use of his name or photograph for the purpose of suggesting such endorsement ;

(f) soliciting, or allowing another person to solicit on his behalf, advertisements for a publication presenting his work ;

(g) allowing an employer to mention his name on his stationery unless he is a regular employee and his name is accompanied by the word "architect" and a description of his function in the organization ; and

(h) participating in or contributing to the illegal practice of his profession.

### *§3. Relations with the Order and colleagues*

**4.03.01.** An architect whose participation in a council for the arbitration of accounts, a committee on discipline or a professional inspection committee is requested by the Order, must accept that duty unless he has exceptional reasons for refusing it.

**4.03.02.** An architect must, as soon as possible, answer all correspondence addressed to him by the syndic of the Order, investigators or members of the professional inspection committee.

**4.03.03.** An architect shall not abuse a colleague's good faith or be guilty of breach of trust or disloyal practices towards him. He shall not, in particular take credit for architectural work done by a colleague.

**4.03.04.** An architect shall not refuse, without justification, to provide a colleague with plans and specifications in his possession and which are required by that colleague to carry out or continue works relative to a building.

**4.03.05.** An architect shall neither solicit nor accept a mandate from a client if he knows or has reason to believe that such client has retained the services of a colleague for the same purpose. However, if the client notifies him in writing that the mandate of his colleague has terminated, he may accept the mandate after having informed his colleague in writing of his intention.

### *§4. Contribution to the advancement of the profession*

**4.04.01.** An architect must, as far as he is able, contribute to the development of his profession through the exchange of his knowledge and experience with his colleagues and students and by his participation in courses and continuous training periods.

## **DIVISION V FINAL PROVISION**

**5.01.** Nothing in this Regulation shall be interpreted as preventing an architect from taking part in an architectural competition when such competition is governed by a code approved by the Bureau.

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O.C. 3489-76, (1976) 108 O.G. II, 6151, 6491 and (1977) 109 O.G. II, 1133



c. A-21, r.4

## Regulation respecting the joint committee on training in architecture

Architects Act  
(R.S.Q., c. A-21)

Professional Code  
(R.S.Q., c. C-26, s. 184)

### DIVISION I GENERAL PROVISION

**1.01.** In this Regulation, the expression “institution representative” means the person appointed by a university to co-ordinate on behalf of such university the setting up and working of the joint committees established by the Government under subparagraph *b* of the first paragraph of section 184 of the Professional Code (R.S.Q., c. C-26).

### DIVISION I SETTING UP OF COMMITTEE

**2.01.** A joint committee shall be set up composed as follows :

- (a) 3 representatives of the Ordre des architectes du Québec ;
- (b) 1 representative of the *École d'architecture* of the Université Laval ;
- (c) 1 representative of the *École d'architecture de la Faculté de l'aménagement* of the Université de Montréal ;
- (d) 1 representative of the School of Architecture of McGill University ;
- (e) 1 student in architecture designated by the students of the *École d'architecture* of the Université Laval ;
- (f) 1 student in architecture designated by the students of the *École d'architecture de la Faculté de l'aménagement* of the Université de Montréal ;
- (g) 1 student in architecture designated by the students of the School of Architecture of McGill University.

**2.02.** The student in architecture referred to in paragraphs *e*, *f* and *g* of section 2.01 must have completed at least 2 years of university studies to be appointed on the committee.

### DIVISION III MANDATE OF COMMITTEE

**3.01.** The mandate of the committee is to submit to the bodies or groups represented on the committee as well as to the Office des professions du Québec, the Conference of Rectors and Principals of the universities of Québec, the Joint Committee on Programmes of the Ministère de l'Éducation and of the Conseil des universités and to the institution representative of each university referred to in section 2.01, its recommendations on the following matters :

- (a) the study programmes in architecture ;
- (b) the examinations and other modes of evaluation ;
- (c) the professional training periods ;
- (d) the professional examinations ;
- (e) continuing training.

### DIVISION IV COMMITTEE PROCEDURE

**4.01.** Each member of the committee is entitled to vote.

**4.02.** The members of the committee shall choose a chairman from among themselves.

**4.03.** The secretariat of the committee shall be the responsibility of the Ordre des architectes du Québec.

**4.04.** The chairman shall fix the date and hour of the meetings of the committee, convene the meetings and preside over them.

**4.05.** The quorum of the committee shall be 5 members, including at least 1 representative of the Ordre des architectes du Québec, 1 representative of a university and 1 student.

**4.06.** The secretary shall draw up the minutes of each meeting of the committee and send a copy thereof to the bodies, groups and persons referred to in section 3.01.

**4.07.** The recommendations of the committee are made by majority vote ; in the case of a tie-vote, the chairman shall cast an additional vote.

**4.08.** The recommendations shall not bind the bodies or groups represented on the committee.

**4.09.** The recommendations that are not accepted by the bodies or groups represented on the committee shall be returned to the latter for review.

**4.10.** The committee must hold at least one meeting a year.



c. A-21, r.5

## Regulation respecting the records of an architect who ceases to practise

Architects Act  
(R.S.Q., c. A-21)

Professional Code  
(R.S.Q., c. C-26, s. 91)

### DIVISION I GENERAL PROVISIONS

**1.01.** This Regulation is made under section 91 of the Professional Code (R.S.Q., c. C-26).

**1.02.** In this Regulation, unless the context indicates otherwise, the following words mean :

(a) “secretary” : the secretary of the Ordre des architectes du Québec ;

(b) “records” : the records, books and registers that an architect must keep in the practice of his profession ;

(c) “transferee” : an architect, the national archives, a Québec university or any other person or body approved by the Bureau and to whom are transferred the records of an architect upon the latter's permanent cessation of practice ;

(d) “provisional custodian” : the architect to whom are entrusted the records of an architect during the latter's temporary cessation of practice.

**1.03.** The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

**1.04.** Nothing in this Regulation shall be interpreted as excluding the use of data processing or any other technique for the preservation of records.

**1.05.** In the case of an architect who is a member or an employee of a partnership of architects or an employee of a physical or moral person, this Regulation shall not apply to the records of such partnership or employer used by an architect in the practice of his profession. This Regulation shall, however, apply when all the members of a partnership of architects cease to practise.

**1.06.** An agreement respecting the transfer or provisional custody of the records of an architect who ceases to practise must be certified in writing and sent to the secretary.

### DIVISION II PERMANENT CESSATION OF PRACTICE

**2.01.** Subject to sections 2.02 and 2.03, where an architect ceases permanently to practise his profession, he must, not later than 15 days prior to the date fixed for the cessation of his practice :

(a) if he has found a transferee, notify the secretary, by registered or certified mail, that he shall cease to practise his profession effective from such date, send him a copy of the agreement he has concluded with the transferee, and give him the name, address and telephone number of the transferee ; or

(b) if he has not found a transferee, inform the secretary thereof by registered or certified mail and notify him that he will give him custody of his records on the date fixed for the cessation of his practice.

**2.02.** Where an architect ceases to practise his profession as a result of his being permanently struck off the roll, the secretary must ensure that the architect who is struck off find a transferee within 60 days of the final decision regarding the striking off.

If a transferee has not been found upon the expiry of that period, the records of the architect who has been struck off shall be entrusted to the secretary.

**2.03.** Upon the death of an architect, the secretary must, as soon as he is notified thereof, ensure that the assigns of the architect find a transferee as quickly as possible.

**2.04.** The transferee or the secretary, as the case may be, must, within 30 days following the date on which he takes possession of the records of an architect who ceases permanently to practise :

- (a) notify, in writing, the clients of that architect :
  - i. of the fact that he is in the possession of the latter's records ;
  - ii. of his address, telephone number and business hours ; and
  - iii. of their right to consult another architect ;

(b) cause to be published twice, at an interval of 10 days, in at least one French language daily newspaper and, where applicable, in at least one English language daily newspaper circulated in the region in which that architect practised his profession, an advertisement indicating his address, telephone number and office hours and specifying that he is in possession of that architect's records.

The transferee must send to the secretary a copy of the advertisement contemplated in subparagraph *b*.

**2.05.** The transferee or the secretary, as the case may be, must respect the right of a person to take cognizance of the documents concerning him in any record made in his regard and to obtain copies of such documents. The fees for the obtainment of such copies shall be paid by the person who makes the request.

**2.06.** Where the secretary has custody of the records of an architect who has ceased permanently to practise his profession, he may at any time, after consulting that architect, entrust the records to a transferee.

**2.07.** While he has custody of the records of an architect who has ceased permanently to practise his profession, the secretary must take the necessary conservation measures in order to safeguard the interests of that architect's clients.

**2.08.** Subject to section 2.06, the secretary must retain for a minimum period of 5 years the records he receives pursuant to this Division. During that time, he must, in addition, remit to the architect who signed the plans or to his successors and assigns any amount collected as copyright on the plans in his possession.

For the purposes of this section, the minimum period of 5 years shall commence on the date of the last service rendered by the architect or, if the project is carried out, from the date of the end of the work.

**2.09.** Where the secretary is the transferee of an architect's records, he may, at the end of the minimum period of 5 years prescribed in section 2.08, dispose of the records he received or remit them to the architect, his successors or assigns, if he receives a request to that effect within the 3 months preceding the end of the said period.

### **DIVISION III** **TEMPORARY CESSATION OF PRACTICE**

**3.01.** Subject to section 3.02, where an architect ceases temporarily to practise his profession, he must, not later than 15 days prior to the date fixed for the cessation of his practice :

(a) if he has found a provisional custodian, notify the secretary by registered or certified mail that he ceases temporarily to practise his profession effective from such date, send him a copy of the agreement he concluded with the provisional custodian, and give him the date on which he intends to resume practising his profession together with the name, address and telephone number of the provisional custodian ; or

(b) if he has not found a provisional custodian, inform the secretary thereof by registered or certified mail and notify him that he will give him custody of the records on the date fixed for the cessation of his practice.

**3.02.** Where an architect ceases to practise his profession as a result of his being temporarily struck off the roll, the secretary must ensure that the architect who is struck off find a provisional custodian within 15 days of the delay for appeal or final decision regarding the striking off.

If a provisional custodian has not been found upon the expiry of that period, the records of the architect who is struck off shall be entrusted to the secretary.

**3.03.** The provisional custodian must communicate to the clients of the architect whose records he has custody of, the pertinent information respecting the progress of their record, keep such records up to date, and take the other necessary conservation measures in order to safeguard the interest of that architect's clients.

**3.04.** Section 2.04 applies *mutatis mutandis* to this Division except in the case where an architect ceases to practise as a result of a temporary striking off lasting under 6 months.

**3.05.** Sections 2.05 to 2.07 apply *mutatis mutandis* to this Division.

**3.06.** Where the secretary is the provisional custodian of the records of an architect, he must remit to the architect who signed the plans any amount collected as copyright on such plans.

**3.07.** The secretary or provisional custodian, as the case may be, must return the records to the architect immediately upon termination of the period of temporary cessation of practice.



**3.08.** An architect who no longer wishes to resume practising his profession during or after the expiry of the period in which he has ceased temporarily to practise, must comply with Division II.



c. A-21, r.6

## **Regulation respecting terms and conditions for election to the Bureau of the Ordre des architectes du Québec**

Architects Act  
(R.S.Q., c. A-21)

Professional Code  
(R.S.Q., c. C-26, s. 94)

### **DIVISION I DEFINITIONS AND INTERPRETATION**

**1.01.** For the purposes of this Regulation, the word “region” means one of the regions within the meaning of the Regulation dividing Québec into regions for the purposes of elections to the Bureau of the Ordre des architectes du Québec (c. A-21, r.15), made by the Government in accordance with section 65 of the Professional Code (R.S.Q., c. C-26).

**1.02.** The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, shall apply to this Regulation.

### **DIVISION II ELECTION PROCEDURE**

**2.01.** At least 11 weeks prior to the date of the annual general meeting, the secretary shall, by means of a written notice, remind every member of the Order that they may, in accordance with section 67 of the Professional Code, nominate candidates for the office of director and he shall inform them of the date of the closing of the poll and of the latest date on which they may deliver the nomination papers.

**2.02.** To be valid, a nomination paper must be accompanied by the written consent of the nominated member.

**2.03.** The latest hour of receipt of the nomination papers, on the last day on which they may be received by the secretary, is fixed at 17 h.

**2.04.** A member shall not nominate more candidates than there are offices of director to be filled for his region. A signature appearing on a number of nomination papers in excess of the number of offices of director to be filled shall not be taken into consideration.

**2.05.** Upon receipt of a nomination paper duly completed, the secretary shall give an official receipt to the candidate or send it to him by mail.

**2.06.** Where the number of candidates duly nominated is equal to or less than the number of elective offices to be filled for a given region, the secretary shall immediately declare such candidates elected.

**2.07.** An election shall be held in every region in which there are more candidates than elective offices to be filled.

**2.08.** The secretary of the Order shall send to each member with the documents described in section 69 of the Professional Code :

(a) a short biography of each candidate who has furnished him one, drafted in accordance with the form established by the Bureau, including the date of obtainment of his diploma and that of his admission to the Order ;

(b) an envelope on which the words “BALLOT PAPER” are written ;

(c) an envelope on which the words “NAME OF ARCHITECT” and “SIGNATURE OF ARCHITECT” are written.

**2.09.** The ballot paper certified by the secretary shall contain the following data and information :

(a) the name of the Order ;

(b) the year of the election ;

(c) the identification of the region ;

(d) the names in alphabetical order of the candidates for the offices of director in the region in which the member principally practises his profession ;

(e) the number of seats to be filled in the region ;

(f) the date and hour of the closing of the poll.

**2.10.** The member shall enclose his ballot paper in the envelope on which the words “BALLOT PAPER” are written, he shall seal such envelope and insert it in the envelope on which the words “NAME OF ARCHITECT” and “SIGNATURE OF ARCHITECT” are written. He shall write his name on this second envelope, sign it and insert it in the envelope addressed to the secretary and on which the word “ELECTION” is written.

**2.11.** The secretary may, upon request set forth in writing, provide a new ballot paper and envelopes to any member who informs him that his ballot paper has been lost or is unusable.

### **DIVISION III COUNTING OF THE VOTES**

**3.01.** The scrutineers shall be designated from among the 15 members who have most recently been admitted to the Order, provided that they are neither candidates nor employed by the Order.

**3.02.** The counting of the votes shall be done at the corporate seat of the Order.

**3.03.** Every ballot paper shall be void :

- (a) on which the intent of the voter is not clearly expressed ;
- (b) which is not certified by the secretary ;
- (c) which is soiled, erased or which contains an identification mark of the elector ;
- (d) which is not returned in the envelopes provided by the secretary in accordance with section 2.10 ;
- (e) which contains more crosses or less crosses than the number of seats to be filled in the region.

**3.04.** The decision of the secretary respecting the validity of a ballot paper shall be final.

**3.05.** The secretary shall declare elected the candidates who obtained the most votes, and shall have the results of the vote countersigned by the scrutineers.

**3.06.** After the election, the secretary shall draw up under his signature a general report of the election including the results of the vote and shall send a copy to each candidate.

### **DIVISION IV TERMS OF OFFICE**

**4.01.** The term of office of the directors shall be 2 years.

**4.02.** The term of office of the president shall be one year.

### **DIVISION V ELECTION OF THE PRESIDENT**

**5.01.** Where the general meeting fails to exercise the option prescribed in section 64 of the Professional Code with respect to the mode of election of the president, such election shall be held in accordance with the last choice expressed by the general meeting.

**5.02.** If the general meeting modifies the mode of election of the president, its decision shall be applicable only following a 4-month period.

**5.03.** Where the president is elected by a general vote of the members, the pertinent provisions of this Regulation shall apply *mutatis mutandis* to his election.

**5.04.** Where the president is elected by the vote of the elected directors, he shall be elected at the meeting of the Bureau held during the 7 days which precede the general meeting.



c. A-21, r.7

## Regulation respecting equivalence standards for a permit to be issued by the Ordre des architectes du Québec

Architects Act  
(R.S.Q., c. A-21)

Professional Code  
(R.S.Q., c. C-26, s. 94)

### DIVISION I GENERAL PROVISIONS

**1.01.** In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

- (a) “Order” : the Ordre des architectes du Québec ;
- (b) “diploma equivalence” : the recognition by the Bureau that a diploma attests the attainment by a candidate of a level of knowledge equivalent to that attained by the holder of a diploma recognized as giving access to the permit ;
- (c) “training equivalence” : the recognition by the Bureau that the training of a candidate indicates that the latter has attained a level of knowledge equivalent to that attained by the holder of a diploma recognized as giving access to the permit ;
- (d) “credit” the quantitative value allotted to the work load required from a student, one credit corresponding to 45 hours of attendance at a course or of personal work ;
- (e) “secretary” : the secretary of the Order.

**1.02.** The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

**1.03.** The secretary shall forward a copy of this Regulation to the candidate who wishes to have an equivalence recognized.

### DIVISION II PROCEDURE FOR THE RECOGNITION OF AN EQUIVALENCE

**2.01.** A candidate who wishes to have an equivalence recognized must furnish to the secretary those among the following documents which are necessary to support his application, accompanied by the fees required by the Or-

der in accordance with the Regulation respecting the business of the Bureau and general meetings of the Ordre des architectes du Québec (c. A-21, r.1) :

- (a) his academic record including the description of the courses taken ;
- (b) proof of the obtainment of his diploma ;
- (c) an attestation that he participated in a professional training period ;
- (d) an attestation of his pertinent work experience.

**2.02.** The secretary shall forward the documents prescribed in section 2.01 to the committee on admission which shall study the applications for equivalence and make a suitable recommendation. At the first meeting following receipt of the report of that committee, the Bureau shall decide whether it recognizes the equivalence and inform each candidate in writing of its decision.

**2.03.** Within 15 days following its decision not to acknowledge the equivalence, the Bureau must inform each candidate in writing of the curriculum, the training periods or examinations whose satisfactory completion, account taken of his present level of knowledge, would allow him to be granted such equivalence.

### DIVISION III STANDARDS FOR EQUIVALENCE OF A DIPLOMA

**3.01.** A candidate who holds a diploma issued by an educational establishment situated outside Québec, shall be granted an equivalence if :

(1) such diploma was obtained upon completion of university studies comprising the equivalent of at least 120 credits distributed as follows :

- (a) graphic communications : at least 12 credits dealing in particular with the following subjects :
  - i. sketch, freehand drawing ;
  - ii. perspectives, axonometric perspective, descriptive geometry ;
  - iii. architectural drawing ;
  - iv. models ;
  - v. reproduction methods and techniques, printing ;

- vi. notions of audio-visual presentation ;
- (b) building methods and materials : at least 12 credits dealing in particular with the following subjects :
  - i. properties of materials ;
  - ii. use of materials ;
  - iii. industrialized building ;
  - iv. methods of control : standardization ;
  - v. modular systems and pre-fabrication ;
- (c) resistance of materials and structures : at least 6 credits dealing in particular with the theory of structures and special structures (wood, steel, concrete, etc.) ;
- (d) mechanical systems and environmental control : at least 12 credits dealing in particular with the following subjects :
  - i. heating and air conditioning, ventilation ;
  - ii. lighting ;
  - iii. acoustics ;
  - iv. electrical engineering ;
  - v. plumbing and fire protection ;
  - vi. psychometry ;
  - vii. notions of the environmental control ;
  - viii. psychometry (comfort levels) ;
- (e) synthesis work in architecture : at least 45 credits dealing in particular with architectural synthesis composition and projects ;
- (f) theory and history of architecture : at least 6 credits dealing in particular with the following subjects :
  - i. history of architecture ;
  - ii. theory of architecture ;
  - iii. notions of town planning ;
  - iv. epistemology and architecture ;
- (g) building trade management, methods and sciences related to architecture : at least 9 credits dealing in particular with the following subjects :
  - i. elements of economy ;
  - ii. investment and market analysis applied to real estate ;
  - iii. profit-cost analyses ;
  - iv. urban economy ;
  - v. economic systems and regional planning ;

- vi. real estate appraisalment ;
- vii. assessment ;
- viii. drawing up of specifications ;
- ix. safety in the building trade ;
- x. design methodology ;
- xi. systems approach ;
- xii. introduction to programming ;
- xiii. statistics ;
- xiv. topology ;
- xv. sociologic methodology ;
- (h) not less than 18 credits obtained in the optional subjects related to the field of architecture ;

(2) this diploma in architecture was issued by an educational establishment approved by the authorities that issue, where applicable, the permit entitling a person to assume the title of architect or to practise the profession of architect in the province or country in which such institution is situated, or by an institution whose name appears on the lists of architectural schools established by the following bodies :

- (a) the *Union internationale des architectes* ;
- (b) the Royal Architectural Institute of Canada ;
- (c) The National Architectural Accrediting Board of the United States of America ;
- (d) The Royal Institute of British Architects of Great Britain.

**3.02.** Notwithstanding paragraph 1 of section 3.01, where the diploma that is the object of an application for equivalence was obtained 5 years or more before such application, the equivalence may be refused if the knowledge acquired by the candidate is no longer adapted to the knowledge presently taught, as a result of the evolution of the profession.

However, the equivalence must be recognized if the pertinent work experience of the candidate and the training which he acquired since then enabled him to attain the required level of knowledge.

#### **DIVISION IV STANDARDS FOR EQUIVALENCE OF TRAINING**

**4.01.** A candidate holding a diploma in architecture that is in conformity with the requirements of paragraph 2 of section 3.01, but not with paragraph 1 of that same sec-

tion, may be granted an equivalence in training, if he shows that he has a level of knowledge equivalent to that attained upon completion of university studies in architecture comprising the credits defined in paragraph 1 of section 3.01.

**4.02.** For the purposes of section 4.01, the candidate shows that he has a level of knowledge equivalent to that attained upon completion of university studies in architecture comprising the credits defined in paragraph 1 of section 3.01 if :

- (a) he proves that he has passed the examinations required by the Order ; or
- (b) he has pertinent work experience of at least 5 years.



c. A-21, r.8

## Regulation respecting the procedure for conciliation and arbitration of accounts of architects

Architects Act  
(R.S.Q., c. A-21)

Professional Code  
(R.S.Q., c. C-26, s. 88)

### DIVISION I DEFINITIONS AND INTERPRETATION

**1.01.** In this Regulation, unless the context indicates otherwise, the following words mean :

- (a) “secretary” : the secretary of the Ordre des architectes du Québec (Order) ;
- (b) “council” : the council for arbitration of accounts set up under Division III ;
- (c) “president” : the president of the Order or the person he designates.

**1.02.** The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

### DIVISION II CONCILIATION

**2.01.** The syndic shall forward a copy of this Regulation to every person who so requests.

**2.02.** A client who has a dispute with a member of the Order with respect to the amount of an account for professional services must, before seeking arbitration, apply in writing for conciliation by the president.

**2.03.** The application for conciliation must be sent to the corporate seat of the Order before the action for a claim concerning the account contested is served by the architect upon the client.

**2.04.** Within 10 days from the date on which he receives the application for conciliation, the president shall forward to the architect a copy of such application by registered or certified mail.

**2.05.** The president shall proceed with the conciliation in the manner he deems most appropriate.

**2.06.** The president shall send a report of his conciliation to the parties as soon as possible and not later than 30 days from the date of receipt of the application for conciliation.

**2.07.** Where the conciliation did not result in an agreement between the parties, the client may, within 15 days from the date of receipt of the president’s report or, in default of such report, within 45 days from the date of receipt of his application for conciliation, have recourse to arbitration in accordance with Division III.

### DIVISION III ARBITRATION

#### *§1. Submission to arbitration*

**3.01.01.** A client shall request arbitration by filing with the secretary 2 copies of a “submission to arbitration” drafted in the form prescribed in Schedule 1, duly completed and bearing his signature.

**3.01.02.** Within 5 days from the receipt of the request for arbitration, the secretary shall forward to the architect, by registered or certified mail, a copy of the submission to arbitration signed by the client.

**3.01.03.** Within 10 days from the receipt of such copy, the architect, shall sign it and return it to the secretary. However, if the architect has registered a privilege on the immovable of the client, at least 90 days before the date of receipt of such copy, he shall not be obliged to sign it.

#### *§2. Formation of council*

**3.02.01.** In order to settle the dispute between the client and the architect, the president shall set up an arbitration council composed of 3 members of the Order selected from a list of at least 12 members approved by the Bureau, and shall designate a chairman from among them. The president shall also appoint a clerk to assist the council in the exercise of its functions.

**3.02.02.** The clerk shall notify the arbitrators and the parties of the formation of the council.

**3.02.03.** A motion for recusation of an arbitrator shall only be made for one of the causes set forth in article 234 of the Code of Civil Procedure (R.S.Q., c. C-25) and must be forwarded in writing to the clerk, arbitrators and parties within 10 days from the day on which the party who invokes it becomes aware of the cause for recusation.

The chairman shall decide on the motion for recusation and, where applicable, designate a new arbitrator.

**3.02.04.** Before acting, the arbitrators must take the oath or make the affirmation of discretion prescribed in Schedule II to the Professional Code (R.S.Q., c. C-26).

**3.02.05.** In the case of the death or inability to act of one of the arbitrators, the others shall terminate the matter and their decision shall be valid. In the event that the chairman of the council dies or is unable to act, he shall be replaced by one of the other arbitrators of the council.

### §3. Hearing

**3.03.01.** The chairman of the council shall fix the date, hour and place of the hearing. The clerk shall notify the arbitrators and parties in writing at least 10 days prior to such date.

**3.03.02.** The council may ask each party to submit, within a given time limit, a statement of his pretensions with documents in support thereof.

**3.03.03.** The council shall convene the parties, hear them, receive their evidence or, if they offer none, record their default.

**3.03.04.** The council shall proceed with dispatch to the hearing of the dispute according to the procedure and mode of evidence it deems appropriate.

**3.03.05.** The evidence shall not be recorded unless the council or one of the parties so requests ; in the latter case, the application must be filed with the council at least 5 days before the date fixed for the hearing.

**3.03.06.** The clerk shall draw up the minutes of the hearing and have them signed by the arbitrators.

The minutes shall constitute *prima facie* proof of their content.

**3.03.07.** Articles 945 and 947 of the Code of Civil Procedure shall apply *mutatis mutandis* to the arbitration held pursuant to this Regulation.

### §4. Arbitrary decision

**3.04.01.** The council must render its decision within 60 days following the end of the hearing, unless the parties agree in writing to extend that time period.

**3.04.02.** The council decides as arbitrator and renders the decision it considers most appropriate.

**3.04.03.** The decision shall be rendered by the majority of the members of the council ; in default of a majority, the decision shall be taken by the chairman.

The decision must be well-founded and signed by the arbitrators subscribing thereto ; if an arbitrator refuses to sign it, the others must make mention thereof and the decision shall be as valid as if it have been signed by all.

The clerk shall forward the decision to the parties without delay.

**3.04.04.** The expenses incurred by the parties for the holding of the arbitration shall be assumed by each of them respectively and cannot be claimed by the adverse party.

**3.04.05.** The decision must adjudge on the arbitration fees. The total amount of the arbitration fees shall in no case exceed 10% of the amount which is the object of the arbitration as fixed in section 3 of the submission to arbitration.

Where an agreement is reached between the parties before the decision of the council is rendered, the latter shall nevertheless adjudge on the arbitration fees in accordance with this section.

**3.04.06.** The decision is final.

**3.04.07.** The complete record of arbitration is filed with the secretary who, unless explicitly authorized by the parties, shall issue a copy thereof in whole or in part only to the latter, the syndic and members of the Bureau.

## SCHEDULE 1

(s. 3.01.01)

### SUBMISSION TO ARBITRATION

Entered into by :

.....  
(name and address)

in person or (where applicable) representing .....  
..... for the purposes of this  
submission, as attested to by the authorization annexed  
hereto, hereinafter referred to as "party of the first part",



and

.....  
(name and address)

member of the Ordre des architectes du Québec,  
hereinafter referred to as "party of the second part",  
who make the following declarations and agreements :

(1) The party of the second part claims from the party  
of the first part the sum of ..... for profes-  
sional services rendered between .....  
and ..... as attested to by the account a  
copy of which is annexed hereto ;

(2) The party of the first part refuses to pay this ac-  
count for the following reason(s) :

.....  
.....  
but (where applicable) the party of the first part acknowl-  
edges that he owes the sum of ..... for  
the professional services referred to in such account ;

(3) The dispute between the parties bears on the entire  
account or (where applicable) on that part of the account  
which exceeds that which the party of the first part ac-  
knowledges that he owes to the party of the second part,  
namely the sum of ..... ;

(4) The dispute between the parties will be settled by  
arbitration held in accordance with Division III of the  
Regulation respecting the procedure for conciliation and  
arbitration of accounts of architects (R.R.Q., c. A-21, r.8)  
of which the parties declare having received a copy and  
taken cognizance ;

(5) The party of the first part renounces to the benefit  
of any time elapsed with respect to the prescription and  
the party of the second part binds himself, for the duration  
of the arbitration, not to claim before the civil courts that  
part of the account which is the object of the dispute ;

(6) The arbitrary decision binds the parties and the  
rules set forth in Book VII of the Code of Civil Procedure  
(R.S.Q., c. C-25) shall apply to its enforcement ;

(7) This submission may only be annulled with the  
written consent of the parties,

.....  
(signature of client or his duly authorized representative)

Signed at .....  
this ..... 19...

.....  
(signature of architect)

Signed at .....  
this ..... 19...



c. A-21, r.9

## **Regulation respecting the procedure of the professional inspection committee of architects**

Architects Act  
(R.S.Q., c. A-21)

Professional Code  
(R.S.Q., c. C-26, s. 90)

### **DIVISION I DEFINITIONS AND INTERPRETATION**

**1.01.** In this Regulation, unless the context indicates otherwise, the following words mean :

- (a) “committee” : the professional inspection committee ;
- (b) “records” : the records, books and registers which the architect must keep in the practice of his profession ;
- (c) “inspector” : the committee, one of its members or a person authorized to assist the committee in the exercise of its functions.

**1.02.** The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

### **DIVISION II COMMITTEE**

**2.01.** The committee is composed of 5 members, 3 of which have been practising their profession for at least 10 years.

**2.02.** The committee shall hold its sittings on the dates and at the places determined by it or by its chairman.

**2.03.** The committee designates a secretary from among its members.

**2.04.** The office of the committee is situated at the corporate seat of the Ordre des architectes du Québec (Order). All the records, books, registers and other documents of the committee are kept in the said office.

**2.05.** Subject to section 3.04, only the members of the professional inspection committee, the clerical staff assigned to the committee, and the president and the sec-

retary of the Order have access to the records, books and registers of the committee ; such persons must take the oath or make the solemn affirmation prescribed in Schedule II to the Professional Code (R.S.Q., c. C-26).

### **DIVISION III DRAWING UP OF THE REGISTER AND THE PROFESSIONAL RECORD**

**3.01.** The committee shall keep a register in which shall be entered, in chronological order, the date of each inspection or inquiry, the address at which it was made, the name of the architect concerned, the name of the architect's employer, where applicable, and the name of the inspector who made the inspection or inquiry.

**3.02.** As its activities progress, the committee shall draw up and keep up-to-date a professional record for each architect whose office has been the object of an inspection under this Regulation.

**3.03.** The professional record contains a summary of the architect's academic qualifications and experience as well as all the records pertaining to the inspection of which he is the object under this Regulation.

**3.04.** The architect is entitled to consult his professional record and to obtain a copy thereof.

### **DIVISION IV GENERAL SUPERVISION OF THE PRACTICE OF THE PROFESSION**

**4.01.** The committee shall supervise the practice of the profession by the members of the Order according to the general supervision programme established by the Bureau.

**4.02.** Each year, the Bureau shall publish the committee's general supervision programme in the bulletin of the Order.

**4.03.** At least 7 days before the date fixed for the inspection of an architect's records by an inspector, the committee shall, through its secretary, send the architect a notice by registered or certified mail indicating the date and hour at which it shall be held.

**4.04.** If an architect cannot receive an inspector on the date fixed, he must, upon receipt of the notice mentioned

in section 4.03, notify the secretary of the committee thereof and decide on another date with him.

**4.05.** When an inspector ascertains that the architect was unable to take cognizance of the notice referred to in section 4.03, a new date for the inspection shall be fixed and the architect shall be duly notified.

**4.06.** An inspector must, if so required to do, submit a certificate attesting to his capacity and signed by the secretary of the Order.

**4.07.** The architect whose records are the object of inspection may be present or be represented by a mandatory.

**4.08.** Where the inspector is not a member of the committee and if he has reason to believe that an architect should be subject to special inquiry, he shall draw up an inspection report and forward it to the committee for study within 15 days following his inspection.

#### **DIVISION V SPECIAL INQUIRY INTO THE COMPETENCE OF AN ARCHITECT**

**5.01.** At least 5 clear days before the date of the special inquiry, the secretary of the committee shall send to the architect in question, by registered or certified mail, a notice indicating the date and hour at which it shall be held.

Where the sending of a notice to the architect could jeopardize the objects for which a special inquiry is to be held, the chairman of the committee may authorize an inspector to make such inquiry without notice.

**5.02.** An inspector may give the employer, representative or employee of an architect notice of the order to allow him access to the records of that architect.

**5.03.** Where records are held by a third party, the architect must, at the inspector's request, authorize the latter to take cognizance or a copy thereof.

**5.04.** An inspector may request that a person who makes a declaration to him relative to an inquiry attest such declaration under oath or by solemn affirmation.

**5.05.** If the architect refuses to receive an inspector, the latter shall immediately notify the syndic.

**5.06.** The inspector shall draw up a report and forward it to the committee for study within 30 days after termination of his inquiry.

**5.07.** Sections 4.06 and 4.07 shall apply *mutatis mutandis* to an inquiry held under this Division.

#### **DIVISION VI RECOMMENDATIONS OF THE COMMITTEE**

**6.01.** Where the committee, after study of an inspector's report, has reason to believe that it is not expedient to recommend to the Bureau that an architect be required to serve a period of refresher training and that the right of such professional to engage in professional activities during such period be limited, it shall notify the architect in question within 15 days following its decision.

**6.02.** Where the committee, after study of an inspector's report, has reason to believe that it is expedient to recommend to the Bureau that an architect be required to serve a period of refresher training and that the right of such architect to engage in professional activities during such period be limited, it must permit the architect in question to present a full and complete defence relative to the appraisal of his competence.

**6.03.** In the case prescribed in section 6.02, the committee shall convene the architect and send him, by registered or certified mail, 15 days before the date fixed for the hearing, the following information and documents :

(a) a notice specifying the date and hour of the hearing ;

(b) a statement of the facts and reasons for convening him before the committee ; and

(c) a copy of the report made by the inspector concerning him.

**6.04.** The committee shall receive the oath or solemn affirmation of the architect and the witnesses through the intermediary of a commissioner for oaths.

**6.05.** The hearing shall be held *in camera* unless the committee, at the request of the architect, considers that it is in the public interest that it not be held in this manner.

**6.06.** The committee may proceed *ex parte* if the architect does not appear on the date and at the hour fixed.

**6.07.** The committee and the architect shall pay their own expenses.

**6.08.** The recommendations of the committee are made by the majority of its members within 90 days after the end of the hearing. The reasons shall be given on which they are based, signed by the members of the committee

who concurred in them and forwarded to the Bureau and the architect in question without delay.

**6.09.** The committee may also make recommendations to the Bureau on :

- (a) the continuing refresher training periods organized by the Order ;
- (b) the standard procedures and forms likely to be used by the architects ;
- (c) all that which is related to the professional competence of the members.

## **DIVISION VII**

### **DECISION OF THE BUREAU**

**7.01.** The Bureau shall study the recommendations of the committee at the first meeting held following their receipt ; it shall take the decision it deems appropriate and notify the architect and the committee as soon as possible.

**7.02.** The decision is final and the architect must comply therewith.

## **DIVISION VIII**

### **MISCELLANEOUS**

**8.01.** The committee shall submit to the Bureau, at the end of the months of March, June, September and December, a temporary report containing the following information :

- (a) the number of architects and the number of offices which have been the object of an inspection or an inquiry since the date of the last report ;
- (b) a statement on the deficiencies found and their frequency.

**8.02.** The annual report of the committee prescribed in section 115 of the Professional Code shall be submitted to the Bureau at the end of March each year.



c. A-21, r.10

## Regulation respecting advertising by architects

Architects Act  
(R.S.Q., c. A-21)

Professional Code  
(R.S.Q., c. C-26, s. 92)

### DIVISION I GENERAL PROVISIONS

**1.01.** This Regulation is made under section 92 of the Professional Code (R.S.Q., c. C-26).

**1.02.** The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

**1.03.** The items that an architect may include in his public advertisements and the conditions under which he may advertise are those described in this Regulation.

### DIVISION II PROFESSIONAL CARD

**2.01.** An architect shall not enter on his professional card anything other than :

- (a) if he practises alone : his name ;
- (b) if he practises in a partnership :
  - i. his name and that of all his partners ; or
  - ii. his name, the name of a partner or the names of the principal partners with the indication "and partners" where that indication applies to several architects whose names do not appear in the firm name of the partnership ;
- (c) the word "architect" without any other qualification ;
- (d) his academic titles and recognized professional affiliations ;
- (e) his office address and telephone number ;
- (f) the graphic sign of the Ordre des architectes du Québec (Order) ;

(g) the graphic sign of his office or his employer, provided he also indicates his name and, where applicable, the names of his partners ;

(h) the name of his employer, where applicable ; and

(i) the name of an architect, the name of a member of another professional corporation recognized by the Professional Code, the name of the person responsible for finance or accounting and the name of the executive director provided they are employed by him and the public can clearly differentiate between those who are architects and those who are not and also distinguish the employer's name from the names of the employees.

**2.02.** The professional card shall not measure more than 6 centimetres by 11 centimetres.

### DIVISION III NEWS MEDIA

**3.01.** An architect may publish or allow to be published in newspapers, magazines, periodicals, directories or in any other printed matter, an advertisement containing all or part of that which is indicated in section 2.01. The said advertisement shall not, however, exceed 1 square decimetre and may not appear more than once in the same issue of a newspaper, magazine, periodical, directory or other printed matter.

**3.02.** In the case of a change of partners or upon the opening of his office, taking up a position in an existing office, his first entry on the roll of the Order, or upon appointment to a position connected with the practice of the profession, an architect may publish a notice to that effect, as well as a photograph of himself and certain biographical notes, in newspapers, magazines, periodicals or other printed matter.

This advertisement may not appear more than once in the same issue of a newspaper, magazine, periodical or other printed matter, nor in more than 2 issues of the same newspaper, magazine, periodical or other printed matter.

The photograph authorized under this section may not exceed 64 square centimetres.

#### **DIVISION IV**

##### **STATIONERY AND SIGNS ON CONSTRUCTION SITES**

**4.01.** An architect may enter on his stationery all or part of that which is indicated in section 2.01. However, he may not avail himself of subparagraph ii of paragraph b of the said section without mentioning the names of all his partners.

**4.02.** The architect may post up a non-luminous sign on any site where a project in which he has taken part is being carried out. Such sign may contain only the items referred to in section 2.01.

#### **DIVISION V**

##### **OFFICE**

**5.01.** An architect may post up a non-luminous sign containing all or part of that which is indicated in section 2.01 on the immovable in which his office is located or on the land on which the immovable is erected.

If the immovable in which his office is located is at a crossroads, the architect may post up such sign on the outer wall or on the land facing each of the converging roads.

**5.02.** Inside his office, the architect may post up, in public view, a sign mentioning all or part of that which is indicated in section 2.01.

**5.03.** The sign authorized under this Division may not exceed 25 square decimetres.

#### **DIVISION VI**

##### **GRAPHIC SIGN OF THE ORDER**

**6.01.** When the architect reproduces the graphic sign of the Order for advertising purposes, he must ensure that the sign complies with the original kept by the secretary and that it does not exceed 25 square decimetres.

#### **DIVISION VII**

##### **MISCELLANEOUS PROVISIONS**

**7.01.** An architect may prepare a written or audiovisual document for distribution to a prospective client. This document may, in addition to indicating the composition of the office and its activities, contain a list of the projects carried out by the architect, the illustrations as well as a description of his projects.

**7.02.** The architect may inscribe his name on a building designed by him.

**7.03.** Nothing in this Regulation shall be interpreted as restricting the rights lawfully conferred upon a partnership of architects or upon a partnership consisting of architects and members of other professions pursuant to the by-laws of the Order in force before 25 February 1976.



c. A-21, r.11

## **Regulation respecting revocation of the registration of a student in architecture**

Architects Act  
(R.S.Q., c. A-21, s. 7)

Professional Code  
(R.S.Q., c. C-26)

### **DIVISION I GENERAL PROVISIONS**

**1.01.** This Regulation is made under section 7 of the Architects Act (R.S.Q., c. A-21).

**1.02.** The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

### **DIVISION II CONDITIONS FOR REVOCATION**

**2.01.** The registration of a student may be revoked by the Bureau :

- (a) at the student's request ;
- (b) where he loses his status of student in architecture before having obtained the degree ; or
- (c) where he has made a false declaration or submitted false documents to the Ordre des architectes du Québec.

### **DIVISION III FORMALITY FOR REVOCATION**

**3.01.** The revocation of registration is followed by a written notice addressed by the secretary to the interested party.



c. A-21, r.12

## Regulation respecting refresher training periods for architects

Architects Act  
(R.S.Q., c. A-21)

Professional Code  
(R.S.Q., c. C-26, s. 94)

### DIVISION I GENERAL PROVISIONS

**1.01.** In this Regulation, unless the context indicates otherwise, the following terms mean :

- (a) “Order” : the Ordre des architectes du Québec ;
- (b) “architect” : whosoever is entered on the roll of the Order ;
- (c) “training period” : a refresher training period contemplated by this Regulation ;
- (d) “trainee architect” : an architect required to serve a training period ;
- (e) “tutor” : an architect responsible for verifying whether a training period or part of a training period complies with the objectives and terms and conditions determined by the Bureau.

**1.02.** The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

### DIVISION II TRAINING PERIOD

**2.01.** The Bureau may, if it considers that the level of competence of an architect does not meet the norms required for the protection of the public, oblige that architect to serve a training period where :

- (a) his name is entered on the roll more than 5 years after he has obtained his permit or more than 5 years following the date on which he was entitled to the issuance of such permit ;
- (b) his name is re-entered on the roll after failing to be entered thereon for more than 5 years ;
- (c) his name is re-entered on the roll after having been struck off for a period of more than 5 years ;

(d) he is the object of a recommendation to that effect by the professional inspection committee or the committee on discipline under section 113 or 160 of the Professional Code (R.S.Q., c. C-26) ;

(e) he has served a training period not considered to be in compliance with the objectives and terms and conditions determined by the Bureau.

**2.02.** A training period may not be prescribed later than 120 days from the time of the hearing before the professional inspection committee.

**2.03.** A training period may in particular consist of one or more of the following activities :

- (a) a period of practical training ;
- (b) studies ;
- (c) courses ;
- (d) research work.

**2.04.** A training period may not exceed 1 000 hours, nor extend over a period of more than 12 consecutive months.

**2.05.** The Bureau's decision to oblige an architect to serve a training period must specify the objectives, duration and the terms and conditions of that training period.

**2.06.** The Bureau shall determine the place and time when the training period must be held and, where necessary, designate one or several tutors.

**2.07.** The architect is considered to be in a training period and the limitations on his right to practise shall remain in force until a report signed by the tutor indicating that the training period has been completed has been sent to the Bureau.

The tutor shall send this report within 30 days from the end of the training period and shall forward a copy thereof to the secretary of the professional inspection committee and the trainee architect.

### DIVISION III RESTRICTION OF PROFESSIONAL ACTIVITIES

**3.01.** The Bureau may, if it deems it necessary for the protection of the public, limit the trainee architect's right



to practise during all or part of the training period, particularly in one or more of the following ways :

- (a) by determining when and where he is authorized or, conversely, he is not authorized to practise ;
- (b) by determining the professional acts he is authorized or, conversely, he is not authorized to perform ;
- (c) by requiring that the professional acts that he is authorized to perform, or certain of them, be performed under the supervision of another professional or group of professionals.

**3.02.** The Bureau's decision to limit a trainee architect's right to practise must be transmitted to his employer, where applicable.

#### **DIVISION IV DECISIONS OF THE BUREAU**

**4.01.** Before prescribing a training period or limiting a trainee architect's right to practise, the Bureau must give the architect concerned the opportunity to be heard. In this regard, the Bureau must give the architect a written notice of not less than 5 days prior to the date of the hearing.

**4.02.** The reasons for a decision prescribing a training period, limiting a trainee architect's right to practise or ruling on the validity of a completed training period, must be given in writing and transmitted to the architect concerned in accordance with the Code of Civil Procedure (R.S.Q., c. C-25) or sent to him by registered or certified mail.

**4.03.** The Bureau's decision prescribing a training period or limiting a trainee architect's right to practise shall take effect 30 days after being sent to or served on the latter.

**4.04.** During the training period, the Bureau may, following a duly reasoned request by the trainee architect transmitted to his tutor, reduce the duration and requirements of the training period and, where applicable, reduce the conditions of limitation on the architect's right to practise.

**4.05.** An architect is required to comply with every decision of the Bureau rendered in accordance with this Regulation.



c. A-21, r.13

## Tariff of fees of architects

Architects Act  
(R.S.Q., c. A-21)

Professional Code  
(R.S.Q., c. C-26)

### DIVISION I SERVICES OF THE ARCHITECT

**1.10. General professional services :** Without limiting the scope of the Architects Act (R.S.Q., c. A-21), of the Code of ethics of architects (c. A-21, r.3) or of the regulations of the Ordre des architectes du Québec (Order) with regard to the extent of the functions of an architect, the architect's professional services consist, among other things, in taking the client's instructions, preparing the preliminary studies required, making preliminary estimates when requested by the client, co-ordinating the work of consultants, preparing working drawings, specifications and detail drawings, helping draft tender, proposal and contract forms and acting as consultant on such tenders and proposals, supplying the contractor with copies of drawings and specifications relative to the contract, checking shop drawings, exercising general supervision over the work, issuing payment certificates, approving and certifying accounts.

**1.11.** The professional services of the architect also consist in preparing appraisals or expert reports in connection with all matters mentioned in section 1.10.

**1.20. Preliminary studies :** Preliminary or initial studies constitute the graphic interpretation of the programme as provided by the client, including sketches followed by preliminary drawings and summary specifications.

**1.21.** Sketches, in the form of free-hand or line drawings, summarily express the design of a project and show the architect's conception of the siting of building or buildings.

**1.22.** Preliminary drawings are plans made from the chosen sketch, drawn to suitable scale ; they must include all floor plans, sections and elevations necessary for clear

understanding of the project. Preliminary drawings may be made for a maximum of 3 sketches.

**1.23.** Summary specifications must list briefly the materials to be used, as well as state the type of structure and other contemplated facilities.

**1.24.** Any change of programme or site during preparation of preliminary studies entitles the architect to additional remuneration.

**1.30. Preliminary estimates :** Preliminary estimates, based on preliminary studies, represent the approximate cost of the undertaking, serve to orient the project, and allow for revision of the programme or budget as required.

**1.40. Working drawings :** Working drawings comprise the site plan, plans for all floors and roofing, sections, front, rear and side elevations and certain essential details ; they are drawn to convenient scale and enable a contractor to prepare his tender and to construct the projected work.

**1.41. Details drawings :** Detail drawings are usually large scale representations of certain parts of a building, clearly showing arrangements, assemblies, profiles and dimensions ; they may be furnished with the working drawings or when construction is in progress.

**1.5. Specifications :** Specifications include both general conditions or clauses governing the agreement with the contractor and descriptive specifications for all materials and their actual use.

**1.6. Project supervision :** General supervision consists in periodic inspections required under the building contract and carried out by the architect or his assistant. It also includes checking shop drawings, issuing payment certificates to the contractor and instructing the contractor in the interpretation of the architect's plans and specifications.

**1.7. Clerk of works :** If constant supervision has to be exercised while construction is in progress, the architect, with the approval of his client, shall assign a clerk of

works whose salary shall be approved and reimbursed by the client.

**1.8. Payment certificates :** At regular prearranged intervals, the architect shall submit to his client certificates authorizing payment to the contractor ; these attest that, in the architect's opinion and according to information on hand, the contractor is entitled to the payment mentioned therein.

## **DIVISION II CALCULATION OF FEES**

**2.1. Percentage of cost :** The architect's fees shall be calculated as a percentage of the total cost of the project.

**2.2. Total cost of the project :** The term "total cost of the project" shall be taken to mean total expenditure required for completion if construction takes place. Total cost also includes works of art and all permanent fittings necessary for occupancy, the contractor's overhead and profit and all taxes normally applicable. If construction does not ensue, total cost shall mean expected expenditure based on estimates. Total cost shall not include the architect's fees and disbursements, those of consulting engineers or experts, or the salary of the clerk of works. If the client supplies labour or materials at lower than current prices, or if secondhand materials are used, the cost for all materials and labour required to complete the project shall be the same as if all materials employed were new and all labour paid at rates prevailing when the project was commissioned.

**2.3.** The total cost of the project does not include the cost of engineering works related to the specific use of a building, such as those required for production, manufacturing, treatment or processing.

## **DIVISION III OTHER CONTRACTUAL PROVISIONS COVERING UNFORESEEN CIRCUMSTANCES DURING CONSTRUCTION**

**3.1.** If unforeseen, critical circumstances arise when the project is under way, the architect may, following provisions specified in the contract when applicable, order or have carried out on behalf of the client and as the latter's agent, urgent work considered necessary or advisable in the client's interest or for public protection. The cost of such work then becomes part of the total cost of the project.

**3.2. Ownership of documents :** All drawings, scale models, specifications and documents prepared by the architect are instruments for use in carrying out a project and remain his property whether the structure is erected or not. The architect retains his vested interest in them and they may not be used for any other project unless he gives his consent and is paid according to the conditions contained in this structure.

## **DIVISION IV DETERMINATION OF FEES**

**4.1.** The following 2 principles shall jointly constitute the basis of payment :

(a) fee rates shall vary inversely with the total cost of the project ;

(b) expenses remaining equal, fee rates shall increase according to types of buildings and in direct ratio to the complexity of structures, extent of studies and research, the difficulties in carrying out the project and assumed liabilities.

**4.2.** Provided this classification in no way restricts or broadens the scope of architectural practice as defined under the Act, buildings shall fall into one of the 4 categories below according to their type and complexity. Buildings not listed in any of these categories shall belong in the category which they most closely resemble.

In the event of substantial change in degree of complexity of certain buildings or works, their classification in the established categories may be modified jointly by the client and the Bureau of the Ordre des architectes du Québec. Should disagreement arise on the classification of a given project, the matter shall be settled through negotiations between the client and the Bureau of the Ordre des architectes du Québec so as to arrive at proper classification with regard to the established categories.

(1) **1<sup>st</sup> category :**

(a) industrial, commercial or agricultural buildings including large vacant spaces ;

(b) large open garages ;

(c) sheds, warehouses, stables ;

(d) drill halls ;

(e) aircraft hangars ;

**(2) 2<sup>nd</sup> category :**

- (a) commercial establishments ;
  - (b) administration buildings, including city halls and court houses, of simple construction ;
  - (c) elementary schools ;
  - (d) bathing establishments ;
  - (e) motels and marinas ;
  - (f) barracks ;
  - (g) small railway or bus stations ;
  - (h) maintenance and repair garages ;
  - (i) shops ;
  - (j) apartment buildings, multiplefamily dwellings or row housing ;
  - (k) office buildings ;
  - (l) military structures ;
  - (m) fire and police stations ;
  - (n) recreation centres, dining halls, summer camps for youngsters ;
  - (o) slaughter-houses ;
  - (p) industrial buildings housing mechanical engineering works such as water filtration, sedimentation and pumping equipment or heating plants ;
  - (q) funeral homes and crematoriums ;
  - (r) enclosed garages ;
  - (s) stadiums ;
  - (t) gymnasiums ;
  - (u) penal institutions ;
  - (v) indoor skating rinks and arenas ;
- (3) 3<sup>rd</sup> category :**
- (a) administration buildings ;
  - (b) banks ;
  - (c) places of worship ;
  - (d) studios, buildings housing radio and television transmitting equipment and telephone exchanges ;
  - (e) museums, libraries ;
  - (f) theatres, concert halls, movie-houses, entertainment halls, casinos, clubs ;

(g) laboratories, hospitals, clinics, orphanages, homes for the aged ;

(h) hotels, restaurants ;

(i) harbour, river, road and railway stations, airports ;

(j) family dwellings, villas, residences and private mansions ;

(k) colleges or specialized schools, universities ;

(l) normal, secondary or polyvalent schools ;

**(4) 4<sup>th</sup> category :**

(a) interior decoration of living quarters and exhibition stands ;

(b) public gardens, drives, fountains ;

(c) commemorative and funeral monuments ;

(d) any transformation work whatever involving the architect's responsibility to a greater extent than the market value of structures erected ;

(e) restoration of historic monuments, buildings, or interiors ;

(f) exhibition pavilions ;

(g) furnishings.

**4.3. Schedule of fees :** For each category, fees shall be set in proportion to the total project cost which, for this purpose, is broken up into 10 divisions according to the following Table :

Divisions	Total cost of the project		Fees			
			1 <sup>st</sup> category	2 <sup>nd</sup> category	3 <sup>rd</sup> category	4 <sup>th</sup> category
1 <sup>st</sup>	up to	62 500 \$	4,5%	5,5%	6,5%	10%
2 <sup>nd</sup>	from to	62 500 \$ 125 000 \$	2 812,50 \$ plus 4,25%*	3 437,50 \$ plus 5%*	4 062,50 \$ plus 6%*	6 250,00 \$ plus 9%*
3 <sup>rd</sup>	from to	125 000 \$ 250 000 \$	5 468,75 \$ plus 4%*	6 562,50 \$ plus 4,5%*	7 812,50 \$ plus 5,5%*	11 875,00 \$ plus 8%*
4 <sup>th</sup>	from to	250 000 \$ 500 000 \$	10 468,75 \$ plus 3,75%*	12 187,50 \$ plus 4%*	14 687,50 \$ plus 5%*	21 875,00 \$ plus 7,25%*
5 <sup>th</sup>	from to	500 000 \$ 1 000 000 \$	19 843,75 \$ plus 3,5%*	22 187,50 \$ plus 3,9%*	27 187,50 \$ plus 4,7%*	40 000,00 \$ plus 6,6%*
6 <sup>th</sup>	from to	1 000 000 \$ 2 000 000 \$	37 343,75 \$ plus 3,25%*	41 687,50 \$ plus 3,80%*	50 687,50 \$ plus 4,5%*	72 500,00 \$ plus 6%*
7 <sup>th</sup>	from to	2 000 000 \$ 4 000 000 \$	69 843,75 \$ plus 3%*	79 687,50 \$ plus 3,70%*	95 687,50 \$ plus 4,3%*	132 500,00 \$ plus 5,5%*
8 <sup>th</sup>	from to	4 000 000 \$ 8 000 000 \$	129 843,75 \$ plus 2,75%*	153 687,50 % plus 3,6%*	181 687,50 \$ plus 4,25%*	242 500,00 \$ plus 5%*
9 <sup>th</sup>	from to	8 000 000 \$ 10 000 000 \$	239 843,75 \$ plus 2,70%*	297 687,50 \$ plus 3,55%*	351 687,50 \$ plus 4,20%*	442 500,00 \$ plus 4,85%*
10 <sup>th</sup>	from and over	10 000 000 \$	293 843,75 \$ plus**	368 687,50 \$ plus**	435 687,50 \$ plus**	539 500,00 \$ plus**

\* of this portion or part thereof.

\*\* plus a percentage, on the amount exceeding 10 000 000 \$, to be negotiated between the client and the architect concerned.

**4.4.** If architects who are not in partnership are jointly commissioned, the fees shall be increased by 25%. This applies to work costing under 5 000 000 \$ or to that amount when the cost is higher.

**4.5.** When the client retains a second architect as consultant in addition to the architect commissioned for the project, the latter's fees shall not be reduced thereby.

#### **DIVISION V CONSULTANTS**

**5.1.** Consulting engineers such as structural, mechanical and electrical engineers retained in connection with construction of a building are deemed to be consultants.

**5.2.** All other experts accepted by both client and architect and hired for the project are also deemed to be consultants.

**5.3.** Consultants' fees shall be in addition to those specified for the architect in this rate structure and shall be paid by the client.

#### **DIVISION VI ALTERATIONS, RESTORATION AND EXTENSIONS**

**6.1.** For all alteration or restoration work, fees in the applicable category shall be increased by 50%. For vertical and lateral extensions, the same increase shall apply to the first 2 000 square feet of floor area.

## DIVISION VII RESEARCH

**7.1.** Fees may be calculated on an hourly basis when studies are needed for fully preparing a programme, determining land areas involved in a programme, setting standards and other requirements or undertaking any other research in architecture and associated fields.

## DIVISION VIII HOUSING COMPLEX

**8.1.** For services relating to a series of housing units in the 3<sup>rd</sup> category, the architect shall be entitled to the applicable fees based on the cost of the first complete house, plus 10% of this amount for each additional unit built from the same plans and specifications, in the same housing complex, at the same location and for the same client. In addition, the architect shall receive 50% of applicable fees for supervising work done on each additional unit.

**8.2.** For series of housing complex units of the 2<sup>nd</sup> category, the architect shall be entitled to the following fees :

- (a) for each of the second and third units : 50% of applicable fees ;
- (b) for each subsequent unit : 40% of applicable fees.

## DIVISION IX APPORTIONMENT OF FEES

**9.1.** For any partial work, the architect's fees shall be based on the total cost of the project or an estimate of the total cost, as follows :

- (a) for preliminary studies and estimates : 25% of applicable fees. For sketches only : 15% of applicable fees. When the extent of services is less than what is provided for above, *per diem* fees shall apply ;
- (b) for preliminary studies working drawings and detail drawings : 60% of applicable fees ;
- (c) for preliminary studies, working drawings, detail drawings and specifications : 70% of applicable fees ;
- (d) for work supervision only when plans, specifications and detail drawings are provided by another architect : 40% of applicable fees.

## DIVISION X WORK BY THE DAY

**10.1.** When the method for calculating fees according to percentages listed in this reate structure does not apply, and when the architect provides services for purposes such as those mentioned under section 7.1, or such as consultations, recommendations, investigations, inspections or purchases of material or equipment, reports, judicial inquiries, court testimony or other similar services, he shall be entitled to fees proportional to his responsibilities and established in accordance with a basic *per diem* minimum as follows.

**10.2.** The *per diem* rates for principals and architects, based on a working day of 6 hours shall not be lower than the following :

- (a) principals : 150 \$ ;
- (b) senior assistants : 135 \$.

**10.3.** If the working day is shorter or longer than 6 hours, time shall be paid in proportion to *per diem* rates.

**10.4.** The daily rate for the architect whose services are secured for judicial inquiries shall be twice the above rates.

**10.5.** The following scale shall be paid when *per diem* rates are used for architects, draftsmen and secretarial personnel :

- (a) senior architects : 20 \$ ;
- (b) intermediate architects : 15 \$ ;
- (c) senior draftsmen : 15 \$ ;
- (d) intermediate draftsmen : 12 \$ ;
- (e) junior architects : 10 \$ ;
- (f) junior draftsmen : 8 \$ ;
- (g) secretarial personnel : 6 \$.

**10.6.** Time spent in the architect's office, the client's premises or elsewhere shall be counted. Time spent traveling during regular working hours shall be billed accordingly . Outside regular working hours, a maximum of 3 hours a day shall be charged.

**10.7.** Furthermore, the architect must be reimbursed for all reasonable expenses incurred while dispensing his services.

**10.8.** Any other service provided by personnel not included in the above list shall be paid on the basis of the actual cost of gross salaries increased by 150%.

#### **DIVISION XI PROPERTY ASSESSMENTS**

**11.1.** For preparing property assessments requiring detailed surveys and estimates, fees shall be 40% of those indicated in each category under section 4.3, based on the current replacement value of the property, plus fees based on the daily work rates for time spent before the courts or other public bodies to certify such assessments.

#### **DIVISION XII BUILDING AND QUANTITY SURVEYS**

**12.1.** Fees for work done by the day shall apply to the preparation of surveys for existing buildings.

**12.2.** For evaluating work done or to be done, fees for work by the day shall apply, but minimum fees shall be 2% of the current replacement value of the property.

#### **DIVISION XIII WORK NOT CARRIED OUT**

**13.1.** In addition to fees based on the total cost of the work carried out, the architect shall be entitled to receive payment for all work stipulated in the client's instruction but not subsequently carried out.

#### **DIVISION XIV ADDITIONAL SERVICES**

**14.1.** All major modifications resulting from a change of site or programme and made while plans are being prepared or a project is being carried out shall entail additional fees. In the absence of previous agreement between client and architect, rates for work by the day shall apply to these additional services.

**14.2.** If after having approved a specific plan, the client asks for modifications leading to additional services or expenses resulting from changes in working drawings, specifications or anything else, or if the architect is called upon to render additional services or incur expenses because of delays caused by the client or a contractor, or as a result of default, insolvency or death of one or other of the two interested parties, or attributable to an act of God, the architect shall receive fair payment for such services and additional expenses.

**14.3.** For additional services required to bring drawings up to date, record all construction changes resulting from revisions to original drawings and prepare new plans incorporating such changes, the architect shall be paid on the basis of rates for work done by the day.

#### **DIVISION XV SEPARATE CONTRACTS WITH SUBCONTRACTORS AND COST-PLUS CONTRACTS**

**15.1.** When a project is carried out under separate contracts with subcontractors, the architect's fees shall be increased by 20%, except when mechanical and electrical work is involved, or when the contract calls for the project to be completed at cost with a percentage or set fee added.

#### **DIVISION XVI EXPENSES**

**16.1.** Fees listed in section 4.3 shall apply to projects within a radius of 50 miles from the architect's office. When the construction site is beyond this limit and compels the architect to spend more time and money for travel, telephone calls or telegrams, the client shall reimburse him for such additional expenses.

**16.2.** When the architect travels at the client's request, the latter shall pay all expenses.

**16.3.** When, on behalf of his client, the architect incurs expenses for expert opinions, permits from public authorities, additional copies of drawings or documents (over 10 copies) and all other extras, including negatives of working drawings requested by the client, the latter shall repay the cost, plus 10% for administration charges.

#### **DIVISION XVII CANCELLATION OR SUSPENSION OF PROJECTS**

**17.1.** If a project undertaken by the architect is cancelled or deferred by the client, in whole or in part, the architect shall be entitled to the applicable part of fees based on estimated total cost of the project.

**DIVISION XVIII  
INFORMATION WHICH THE CLIENT MUST  
PROVIDE**

**18.1.** The client must provide the architect with complete data for the site including all surveying information and details required for siting buildings : elevations and street lines, pavements, adjacent properties and constructions on the site ; he must also give the architect full information on rights, obligations, servitudes, boundaries and contours related to the construction site, and on sewer, water, gas, electricity or similar services or reimburse the architect for expenses incurred for that purpose. The client shall pay for borings or soundings, chemical, mechanical or other tests and inspections. The client shall also pay for any advertisement concerning tender calls, permits, licenses, etc., and necessary legal services.

**DIVISION XIX  
PAYMENT OF FEES**

**19.1.** Fees shall be due and payable as services are performed by the architect in the proportion indicated under Division IX, and, in other cases, when services have been rendered.

**19.2.** Fees for supervising construction work shall be due and payable monthly in proportion to the work done and, unlike payments to the contractor, they shall not be subject to withholding.

**19.3.** For complex or long-lasting projects, the architect may receive partial fee payments, within limits corresponding to the apportionment given under Division IX, during the preparation of preliminary studies, working drawings or specifications, on a monthly or other basis according to whatever agreement may have been reached between the architect and his client.

**DIVISION XX  
OFFICIAL VERSION**

**20.1.** The French version of this Tariff shall be considered as the official tariff of fees for professional services rendered by members of the Ordre des architectes du Québec.

**DIVISION XXI  
FINAL PROVISION**

**21.1.** This Tariff shall remain in force until 1 January 1984.





c. A-21, r.14

## Regulation respecting the keeping of records, offices and consulting offices by architects

Architects Act  
(R.S.Q., c. A-21)

Professional Code  
(R.S.Q., c. C-26, s. 94)

### DIVISION I GENERAL PROVISIONS

**1.01.** This Regulation is made under paragraphs *c* and *d* of section 94 of the Professional Code (R.S.Q., c. C-26).

**1.02.** The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

**1.03.** Nothing in this Regulation must be interpreted as excluding the use of data processing or any other technique for the constitution and keeping of the records of an architect.

### DIVISION II KEEPING OF RECORDS AND THE REGISTER

**2.01.** Subject to section 2.07, the architect must keep, at the place he practices his profession :

(a) a register which contains, as he receives his mandates, the following information :

- i. the date of the agreement concluded between him and his client relative to his professional services ;
- ii. the name and given names of the client, his address and telephone number ; and
- iii. a summary description of the mandate ;

(b) a record for each mandate, in which he shall insert, in chronological order, in addition to dated reports summarizing his interviews with his client, the following documents, if he has received them or if he has had to prepare them :

- i. the documents and programs provided by the client ;
- ii. land-survey drawings ;

- iii. soil analysis reports ;
- iv. sketches ;
- v. preliminary studies ;
- vi. preliminary estimates ;
- vii. working drawings ;
- viii. detail drawings ;
- ix. specifications ;
- x. contractual documents ;
- xi. documents respecting the co-ordination of the structure and mechanical and electrical systems ;
- xii. shop drawings ;
- xiii. field meeting reports ;
- xiv. change orders ;
- xv. payment certificates ;
- xvi. plans “as built” ;
- xvii. documents respecting privileges ;
- xviii. transmittal forms ;
- xix. a copy of any exchange of correspondence ; and
- xx. every other document of which the client has obtained a copy, as well as any document respecting the carrying out of the mandate.

**2.02.** The architect must keep each record up to date until the time when he ceases to render professional services to the person concerned by such record.

**2.03.** The architect's register and record must be kept for a minimum period of 5 years, commencing on the date of the last service rendered or, when the project has been carried out, commencing from the date of the end of the work.

**2.04.** If the architect is advised that there has been a defect in construction within 5 years of the end of the work, the register and record mentioned in section 2.01 must be kept for a period of 5 years commencing on the date of such notice.

**2.05.** The architect must keep his records in an office or a cabinet which is not readily accessible to the public and which may be locked by key or otherwise.

**2.06.** Where a client withdraws a document from the record which concerns him, a note signed by such client or by the architect and indicating the nature of the document and the date of withdrawal must appear in such record.

**2.07.** Where an architect is a member or is in the employ of a company, or where he is employed by a physical or moral person, the records kept by such company or employer respecting the services which the architect renders shall be considered, for the purposes of this Regulation, as the latter's records if he can enter the items or information mentioned in section 2.01 therein ; if he cannot do so, he must keep his records in accordance with section 2.01.

The architect must sign or initial every document or report he has prepared and which he introduces in a record in accordance with the first paragraph.

### **DIVISION III KEEPING OF OFFICES**

**3.01.** In the performance of his profession, the architect may keep :

- (a) one or several offices ;
- (b) one or several field offices ; and
- (c) one or several consulting offices.

**3.02.** The architect who keeps an office, a field office or a consulting office must so advise the secretary of the Ordre des architectes du Québec, (Order) by registered or certified mail, within the 30 days from which he has started to practise his profession thereat. He must also advise the secretary of any change in this respect within 30 days of the change.

**3.03.** The office of the architect contemplated in paragraph *a* of section 3.01 shall be a clearly identified office in which one may communicate with him in person, where he conducts his interviews in private, prepares his drawings and specifications or directs the preparation himself and performs any other work related to the practice of the profession.

Where an architect keeps several offices, each of these offices must be under the control of an architect.

**3.04.** The field office is an office located on a building site or nearby for the duration of the work. This office shall be designated as field office and shall only be used for the activities related to the supervision of the work.

**3.05.** The consulting office must be designated as such and shall be used by the architect for the sole purpose of receiving his clients in private and giving consultations.

**3.06.** The architect must post up his permit in public view at the place where he principally practises his profession.

**3.07.** The architect must place in public view, in his office or consulting office, a copy of the Code of ethics of architects (c. A-21, r.3) and the Regulation respecting the procedure for conciliation and arbitration of accounts of architects (c. A-21, r.8). He must also enter the address of the Order in each of these regulations.

**3.08.** Subject to sections 3.06 and 3.07, the architect, apart from decorative or useful articles, may only post up in his office or consulting office the diplomas relating to his profession.

**3.09.** The architect who is absent from his office for more than 5 consecutive work days must take the necessary measures to inform the persons likely to get in touch with him of the duration of such absence.



c. A-21, r.15

## **Regulation dividing Québec into regions for the purposes of elections to the Bureau of the Ordre des architectes du Québec**

Architects Act  
(R.S.Q., c. A-21)

Professional Code  
(R.S.Q., c. C-26, s. 65)

**1.** In order to ensure adequate regional representation on the Bureau of the Ordre des architectes du Québec, Québec shall be divided into 4 regions :

- (a) the Québec region ;
- (b) the Central region ;
- (c) the Montréal region ;
- (d) the Croissant Nord region.

**2.** The Québec region shall comprise region 3, the territory of which is described in the Regulation dividing Québec into regions for the application of section 65 of the Professional Code (c. C-26, r.8).

The Central region shall comprise regions 4 and 5, the territory of which is described in the Regulation dividing Québec into regions for the application of section 65 of the Professional Code.

The Montréal region shall comprise region 6, the territory of which is described in the Regulation dividing Québec into regions for the application of section 65 of the Professional Code.

The Croissant Nord region shall comprise regions 1, 2, 7, 8, 9 and 10, the territory of which is described in the Regulation dividing Québec into regions for the application of section 65 of the Professional Code.

**3.** Four directors shall be elected to represent the Québec region, 1 for the Central region, 13 for the Montréal region and 2 for the Croissant Nord region.

**4.** An architect shall vote in the region in which he principally practises his profession for the candidates of such region. He shall vote, in addition, for a candidate for the office of president in cases where the latter is elected by a general vote.

**5.** If the president is elected by a general vote, the Bureau shall consist of 25 persons including the president.

If the president is elected by a vote of the elected directors, the Bureau shall consist of 24 persons including the president.

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O.C. 707-74, (1974) 106 O.G. II, 669  
O.C. 3757-78, (1979) 111 G.O., 2627



c. A-23, r.1

**Règlement sur l'admission à l'étude et à  
l'exercice de la profession d'arpenteur-  
géomètre**

Land Surveyors Act  
(R.S.Q., c. A-23)

Professional Code  
(R.S.Q., c. C-26, s. 94)

See French Edition



c. A-23, r.2

## **Regulation respecting the business of the Bureau and general meetings of the Ordre des arpenteurs-géomètres du Québec**

Land Surveyors Act  
(R.S.Q., c. A-23)

Professional Code  
(R.S.Q., c. C-26, ss. 93 and 94)

### **DIVISION I GENERAL PROVISIONS**

**1.01.** This Regulation is made under section 93 and paragraphs *a* and *k* of section 94 of the Professional Code (R.S.Q., c. C-26).

**1.02.** In this Regulation, unless the context indicates otherwise, the word “secretary” means the secretary of the Ordre des arpenteurs-géomètres du Québec (Order).

**1.03.** The Interpretation Act (R.S.Q., c. I-16) with present and future amendments, applies to this Regulation.

### **DIVISION II THE BUREAU**

**2.01.** The Bureau shall hold its meetings on the dates and at the places fixed by its president.

The total number of meetings of the Bureau held in the course of a year shall constitute a session.

**2.02.** An ordinary meeting shall be convened by the secretary by means of a notice sent to each director at least 10 days prior to the date fixed for the meeting.

**2.03.** A special meeting shall be convened by the secretary within 2 days of the receipt of a written request to that effect :

- (a) either by a written notice sent to each director by registered or certified mail at least 5 days prior to the date fixed for the meeting ; or
- (b) by telegram or telephone to each director at least 3 days prior to the date fixed for the meeting.

**2.04.** A notice of convocation shall contain :

- (a) mention of the date, hour and place of the meeting ;
- (b) a request for confirmation of attendance ; and
- (c) in the case of a special meeting, the names of the members of the Bureau who have requested it, where applicable, together with an indication of the agenda.

**2.05.** The first meeting of the Bureau following an election shall be held during an adjournment or a suspension of the sittings of the annual general meeting.

At that meeting, the directors elected shall first proceed to the election of the president ; the secretary of the Order shall act as chairman of such election and shall add a scrutineer chosen from the appointed directors.

**2.06.** Once the directors have elected the president, the latter shall take the chair and the Bureau shall appoint :

- (a) the secretary ;
- (b) the syndic ;
- (c) the chairman of the committee of examiners ;
- (d) the chairman and vice-chairman of the council for the arbitration of accounts ; and
- (e) the chairman and vice-chairman of the professional inspection committee.

**2.07.** If there is no quorum at a meeting, the secretary shall so indicate in the minutes and shall enter the names of the members present.

### **DIVISION III PROCEDURE OF THE BUREAU**

**3.01.** A member who wishes to bring up a matter at a meeting shall ask the president for permission to speak and shall state his motion, which must be seconded by another member. If the president deems that the motion is in order, he shall accept it, ask the mover to read it or to state it again and shall submit it for discussion.

**3.02.** After explanation by the mover, each member may address the meeting only once on the matter, except to ask for clarification.

**3.03.** A motion under discussion may be :

- (a) adopted as read ;
- (b) rejected ;
- (c) amended ; or
- (d) sub-amended.

**3.04.** An amendment is not a new motion but serves to state in detail or clarify the meaning of the motion ; it shall not exceed the scope thereof.

**3.05.** A sub-amendment shall apply to an amendment and not to the original motion.

**3.06.** The vote shall be taken first on the sub-amendments, then on the amendments, and finally on the original motion, whether amended or not.

**3.07.** A person who wishes to speak shall ask the president's permission ; a speaker shall address only the president ; the latter shall not tolerate personal attacks, spiteful insinuations or abusive language. He must ensure that the speaker adheres to the matter on hand.

**3.08.** No person shall interrupt the person to whom the president has given permission to speak, except on a call to order or on a question of privilege.

**3.09.** A person who commits a violation of these rules may have to :

- (a) apologize ;
- (b) withdraw his words ;
- (c) be reprimanded by the president ; or
- (d) be expelled from the meeting.

**3.10.** The directors may decide to sit as a plenary committee ; in such case sections 3.02 to 3.06 shall not apply and the vice-president or any other person designated by the president shall preside over the discussions.

**3.11.** The modes of voting shall be the following :

- (a) by show of hands alternately by those who are in favour of the motion and by those who are against ;
- (b) by "yes" or "no" upon the calling of the names by the secretary ; or
- (c) by secret ballot.

**3.12.** Voting is done in the manner prescribed in paragraph *a* of section 3.11 unless a request is made by at least 2 directors to vote according to the mode prescribed in paragraphs *b* or *c* of that section.

Where there is a vote by show of hands, those who voted against the majority may request that their names be entered in the minutes as dissenters.

**3.13.** No person shall be allowed to take part in the deliberations of the Bureau unless he is a member thereof, has been convened or has been authorized to be present after having submitted a written request thereto.

#### **DIVISION IV ADMINISTRATIVE COMMITTEE**

**4.01.** Divisions II and III shall apply *mutatis mutandis* to the meetings of the administrative committee.

#### **DIVISION V OATH OF DISCRETION OF THE DIRECTORS**

**5.01.** Before taking office, the directors shall take the oath or affirmation of discretion provided in Schedule II to the Professional Code.

**5.02.** The Bureau or the administrative committee may authorize the secretary to publish certain extracts from the minutes.

#### **DIVISION VI GENERAL MEETINGS**

**6.01.** The Bureau shall fix the date of the annual general meeting of the Order.

**6.02.** The quorum for a general meeting is 25 members.

**6.03.** In the event a quorum is not reached at a general meeting, the secretary shall draw up the minutes to that effect and another general meeting shall be convened.

**6.04.** The decisions shall be taken by majority vote. In the case of a tie-vote, the chairman of the meeting shall have a casting vote.

**6.05.** Division III shall apply *mutatis mutandis* to the deliberations of the general meeting.

#### **DIVISION VII DIRECTOR'S ALLOWANCES**

**7.01.** The president shall receive annually an allowance of not less than 1 000 \$ for the duties of official representation.

**7.02.** Every director shall receive for his attendance at a meeting of the Bureau or of the administrative committee an amount of not less than 50 \$. However, no allowance shall be paid for special meetings of the Bureau or of the committee after the second meeting.

**7.03.** Every director shall receive for his attendance at the annual general meeting an allowance of not less than 100 \$.

**7.04.** The amounts prescribed in sections 7.01 and 7.02 shall be paid in 2 instalments, on 31 December and 31 May each year.

**7.05.** The signing of the attendance book by a director at a meeting shall be proof of his attendance at that meeting.

**7.06.** Travel and room and board expenses incurred by the directors for meetings and delegations approved by the Bureau shall be reimbursed in full by the secretary upon the presentation of vouchers.

#### **DIVISION VIII**

*See French Text D. 318-80, G.O.II, 1980, p. 1291.*



c. A-23, r.3

## Regulation respecting liability insurance for land surveyors

Land Surveyors Act  
(R.S.Q., c. A-23)

Professional Code  
(R.S.Q., c. C-26, ss. 93 and 94)

### DIVISION I GENERAL PROVISIONS

**1.01.** In this Regulation, unless the context indicates otherwise, the following words mean :

- (a) “Order” : the Ordre des arpenteurs-géomètres du Québec ;
- (b) “secretary” : the secretary of the Order.

**1.02.** The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

### DIVISION II INSURANCE

**2.01.** The land surveyor who practises his profession on his own account on a part-time or full-time basis, either alone or as a member of a partnership of land surveyors, as well as a land surveyor employed, in any manner whatsoever, by such a land surveyor or partnership of land surveyors, must hold and keep in force liability insurance covering fault or negligence committed in the exercise of his profession.

**2.02.** The land surveyor contemplated in section 2.01 must furnish proof that he is insured by forwarding to the secretary, before 1 March each year or on the date on which he begins to practise his profession if such date falls after 1 March of any given year, a certified copy of the liability insurance policy that he holds and its endorsements.

The land surveyor that is not contemplated in section 2.01 must, before 1 March each year, furnish the secretary with an attestation to that effect written under his oath of office.

**2.03.** The insurance policy referred to in section 2.02 and its endorsements must contain the following minimum conditions :

(a) a minimum guarantee limit of at least 50 000 \$ for each claim and of 150 000 \$ for all the claims submitted during the guarantee period, regardless of the date of the fault ;

(b) the insurer’s commitment to pay in lieu and stead of the insured, within the framework of the guarantee limit, any amount that the latter may be legally bound to pay in damages to a third party for any claim submitted during the guarantee period and resulting from professional services rendered or that should have been rendered by the insured or his employees in the performance of their duties ;

(c) the insurer’s commitment to take up the interest of the insured in any suit directed against the latter before a court of civil jurisdiction and to pay all the expenses incurred for the investigation, defence, negotiations and conclusion of the settlement ; the expenses and costs incurred for such commitment being added, as an extra charge, to the amounts prescribed in paragraph a ;

(d) a stipulation to the effect that the insurer undertakes to give the secretary of the Ordre des arpenteurs-géomètres du Québec a notice of 30 days :

- i. of the cancellation, non-renewal or modification of the policy and its endorsements ;
  - ii. of any claim or any amount paid with regard to the policy ;
- (e) a deductible exemption not exceeding 2 500 \$ per claim except in the case provided for in section 3.05.

**2.04.** The Bureau shall form a committee of at least 5 members including a chairman and a secretary. Quorum for the committee shall be 3 members.

The committee shall, in particular :

(a) act as interlocutor for the Bureau and the members with the broker and the insurer with respect to all that which concerns the liability insurance policy ;

(b) examine the liability insurance policy transmitted to the secretary by a member ;

(c) see to the fulfillment by the insurer of all the terms and conditions of the policy and the implementation of this Regulation by the land surveyor. To that effect, he



shall supervise all inquiries and formulate any recommendation he may deem appropriate to the Bureau or syndic.

**2.05.** Nothing in this Regulation may be interpreted as preventing a land surveyor from subscribing to a group insurance policy.

### **DIVISION III GUARANTEE DEPOSIT**

**3.01.** The land surveyor may, instead of furnishing the proof of insurance prescribed in section 2.02, entrust an amount of 47 500 \$ to the secretary who shall deposit that amount in a trust account. A separate account may be opened for each deposit made in accordance with this section.

**3.02.** The land surveyor must make sure that this deposit is constantly maintained at an amount of 47 500 \$ or replaced by an insurance in accordance with Division II.

**3.03.** The secretary may, with the consent of the land surveyor concerned and with the written authorization of the president of the Order or when a final judgment is rendered against the land surveyor, take the necessary amounts out of that land surveyor's trust account to indemnify a person in respect of whom the land surveyor has incurred professional liability.

**3.04.** All interest accruing from the trust account of a land surveyor shall be paid annually to that land surveyor, unless it is required to pay a deficit. However, the fees for the trust account must be paid by the land surveyor.

**3.05.** The land surveyor who opts for an insurance policy whose deductible exemption is in excess of 2 500 \$ shall entrust to the secretary a deposit equal to the surplus of the deductible selected over the amount of 2 500 \$.

Division III of the Regulation shall apply *mutatis mutandis* to the said deposit.

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O.C. 824-77, (1977) 109 O.G.II, 1683 and 3341

O.C. 1800-79, (1979) 111 G.O., 5783



c. A-23, r.4

## Code of ethics of land surveyors

Land Surveyors Act  
(R.S.Q., c. A-23)

Professional Code  
(R.S.Q., c. C-26, s. 87)

### DIVISION I GENERAL PROVISIONS

**1.01.** In this Regulation, unless the context indicates otherwise, the following terms mean :

(a) “Order” : the Ordre des arpenteurs-géomètres du Québec ;

(b) “client” : a person who has recourse to the professional services of a land surveyor, including an employer.

**1.02.** The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

### DIVISION II GENERAL DUTIES AND OBLIGATIONS TOWARDS THE PUBLIC

**2.01.** The conduct of a land surveyor must be characterized by objectivity and intellectual honesty. His first and foremost duty is to serve the public.

**2.02.** A land surveyor must support every measure likely to improve the quality and availability of professional services rendered by the members of the Order.

**2.03.** A land surveyor must bear in mind the foreseeable effects that his professional activities may have on society.

**2.04.** A land surveyor must promote measures of education and information in the field in which he practises. Unless he has sound reasons to the contrary, he must also, in the practice of his profession, do what is required to ensure such education and information.

### DIVISION III DUTIES AND OBLIGATIONS TOWARDS CLIENTS

#### *§1. General provisions*

**3.01.01.** Before agreeing to provide professional services to a client, a land surveyor must bear in mind the extent of his proficiency, knowledge and the means at his disposal. The land surveyor must, in particular, limit the number of assignments he accepts at the same time taking the following factors into account :

(a) the importance of the work ;

(b) the place where it will be carried out ;

(c) the qualifications of his staff ;

(d) the obligation to exercise the direct supervision required by each assignment.

**3.01.02.** A land surveyor must at all times respect a client's right to consult another land surveyor or a member of another professional corporation and, if necessary, he must suspend work.

**3.01.03.** A land surveyor must not practise under physical or mental conditions likely to impair the quality of his services.

**3.01.04.** The land surveyor must endeavour to establish a relation of mutual trust between himself and his client. To this end, he must, in particular, establish a personal and direct relationship with his client while respecting the latter's private life.

#### *§2. Integrity*

**3.02.01.** The land surveyor must discharge his professional duties with integrity.

**3.02.02.** The land surveyor must avoid any misrepresentation with respect to his level of competence or the efficiency of his own services and those generally provided by the members of his profession. If the good of the client so requires, he must consult a colleague, a member of another professional corporation or another competent person, or refer his client to one of these persons. However, if such consultation entails disbursements, he must obtain his client's authorization beforehand.

**3.02.03.** Before undertaking work, the land surveyor must, as far as possible, make sure that his client has been fully informed of the implications of the professional services required, in particular as regards the duration and volume of work and the approximate cost of such services.

**3.02.04.** The land surveyor must set out in a complete and objective manner to his client the nature and significance of the problem as he sees it on the basis of all the facts brought to his attention.

**3.02.05.** The land surveyor must endeavour to have full knowledge of the facts before expressing an opinion or giving advice.

**3.02.06.** The land surveyor must take the most appropriate steps to rectify, within a reasonable lapse of time, any error or omission he might have made while rendering a professional service.

**3.02.07.** The land surveyor must take reasonable care of the property entrusted to him by a client or a colleague and he must return it to its rightful owner when his work is completed.

### *§3. Availability and diligence*

**3.03.01.** In the practice of his profession, the land surveyor must display reasonable availability and diligence.

**3.03.02.** In addition to opinion and advice, the land surveyor must provide his client with any explanation necessary to the understanding and evaluation of the services rendered him.

**3.03.03.** The land surveyor must give an accounting to his client when so requested by the latter.

**3.03.04.** The land surveyor must display objectivity when persons other than his clients ask him for information.

**3.03.05.** Unless he has sound and reasonable grounds to the contrary, a land surveyor may not cease to act for the account of a client. The following shall, in particular, constitute sound and reasonable grounds :

- (a) loss of the client's confidence ;

- (b) the fact that the land surveyor is in a situation of conflict of interest or in a situation such that his professional independence could be called in question ;

- (c) the fact of being incited by the client to perform illegal, unfair or fraudulent acts ;

- (d) refusal on the client's behalf to pay for the part of the work already carried out where there was an agreement to that effect.

**3.03.06.** Before he ceases to work for a client, the land surveyor must forward an advance notice of withdrawal within a reasonable time and ensure that such termination of service is not prejudicial to his client.

### *§4. Liability*

**3.04.01.** The land surveyor must, in the practice of his profession, completely bind his personal civil liability. He is thus prohibited from limiting that liability.

### *§5. Independence and impartiality*

**3.05.01.** The land surveyor must at all times safeguard his professional independence and avoid any situation in which he would be in conflict of interest.

Without restricting the generality of the foregoing, a land surveyor is in conflict of interest when the interests in question are such that he might tend to favour certain of them over those of his client or where his judgement and loyalty towards the latter might be unfavourably affected.

**3.05.02.** The land surveyor must ignore any intervention by a third party which could influence the performance of his professional duties to the detriment of his client.

**3.05.03.** A land surveyor shall not share his fees with a person who is not a member of the Order or remit such fees to him.

**3.05.04.** A land surveyor may share his fees with a colleague only to the extent that such sharing corresponds to a distribution of services and responsibility.

**3.05.05.** A land surveyor shall not receive, other than the remuneration to which he is entitled, or pay or undertake to pay any rebate, commission or other benefit relative to the practice of his profession.

**3.05.06.** Except in the case of boundary determinations, the land surveyor must only accept fees from one source for a given professional service, unless explicitly agreed upon otherwise among all the parties concerned.

*§6. Professional secrecy*

**3.06.01.** The land surveyor must respect the secrecy of all confidential documents or information obtained in the practice of his profession.

**3.06.02.** The land surveyor may be released from professional secrecy only upon the written authorization of his client or when so ordered by law.

**3.06.03.** The land surveyor must not make use of confidential information with a view to obtaining a direct or indirect benefit for himself or for another.

**3.06.04.** The land surveyor may not accept work entailing or that could entail the disclosure or use of confidential information or documents without the written consent of the person who entrusted such information or documents to him.

**3.06.05.** A land surveyor must ensure that his employees do not disclose any confidential information to which they have access.

*§7. Accessibility of records*

**3.07.01.** The land surveyor must respect the right of his client to consult the documents which concern him in every record made in his regard and to obtain a copy of such documents.

*§8. Collection of fees*

**3.08.01.** The land surveyor must charge and accept fair and reasonable fees.

**3.08.02.** The fees are fair and reasonable if they are warranted by the circumstances and correspond to the services rendered. In determining his fees, the land surveyor must in particular take the following factors into account :

- (a) the time given to the carrying out of the professional service ;
- (b) the complexity and extent of the service ;
- (c) the performance of unusual services or services requiring exceptional competence or celerity.

**3.08.03.** The land surveyor must provide his client with all the explanations necessary to the understanding of his statement of fees and the terms and conditions of payment.

**3.08.04.** The land surveyor must not demand advance payment for his services ; he may, however, ask for an advance to cover his fees and expenses.

**3.08.05.** The land surveyor may collect interest on outstanding accounts only after having duly notified his client. The interest thus charged must be at a reasonable rate.

**3.08.06.** When a client contests the amount of a land surveyor's statement of fees, the latter must immediately notify him the the existence of the Regulation respecting the procedure for conciliation and arbitration of accounts of land surveyors (c. A-23, r.9) and of the time limit prescribed therein for submitting his application.

**3.08.07.** Before having recourse to legal proceedings to collect his fees, the land surveyor must make sure that steps for the conciliation and arbitration of accounts have been taken.

**3.08.08.** A land surveyor must not sell his accounts, except to a colleague.

**3.08.09.** When a land surveyor entrusts the collection of his fees to another person, he must make sure that the latter generally acts with tact and moderation.

## DIVISION IV

### DUTIES AND OBLIGATIONS TOWARDS THE PROFESSION

*§1. Derogatory acts*

**4.01.01.** In addition to those referred to in sections 57 and 58 of the Professional Code (R.S.Q., c. C-26), the following acts are derogatory to the dignity of the profession :

- (a) assisting or advising any person attempting to infringe the Professional Code, the Land Surveyors Act (R.S.Q., c. A-23) or a regulation of the Order ;
- (b) co-operating with a person who is suspended or struck off the roll by allowing him to practise the profession or to make use of his name to do so ;
- (c) depositing other than in his records or in the joint records any documents which constitute the records ;

(d) being represented in the performance of his duties of land surveyor by a person who is not a land surveyor ;

(e) failing to notify the syndic when he has reason to believe that a land surveyor is incompetent or not acting in conformity with professional ethics ;

(f) failing to notify the Order of any objection to a candidate's admission to the practice of the profession ;

(g) allowing an employee who is not a land surveyor to solicit clients desirous of having work done in a field which falls exclusively within the competence of land surveyors or accepting a mandate in such a field himself ;

(h) obtaining clients through a remunerated intermediary who is not a land surveyor or agreeing to do so with such intermediary ;

(i) instituting legal proceedings against a colleague in a matter connected with the practice of the profession without having made a reasonable effort to seek conciliation by the administrative committee ;

(j) failing to reimburse any amount paid in advance by a client which is in excess of the value of the work done in the event the land surveyor ceases to act for a client before termination of his mandate ;

(k) communicating with the plaintiff without the prior written permission of the syndic or his assistant when a land surveyor is informed that an inquiry into his professional conduct or competence is to be made or when a complaint has been served against him ;

(l) submitting a statement of fees to a client for interviews, communications or correspondence with the syndic, a member of the professional inspection committee or an investigator, when the latter ask him for explanations or information regarding work he has performed for a client ;

(m) pressing or repeated inducement to have recourse to his professional services ;

(n) performing a professional act which affects the rights of a person without an *ad hoc* mandate ;

(o) voluntarily entering false information in a report or in the minutes.

## §2. Relations with the Order and colleagues

**4.02.01.** The land surveyor must act with courtesy, moderation and dignity.

**4.02.02.** A land surveyor who is asked by the Order to participate in a committee on discipline, ethics, profes-

sional inspection, continuous training or arbitration of accounts must accept that duty unless he has sound reasons for refusing it ; in the latter case, he must notify the Bureau thereof in writing.

**4.02.03.** A land surveyor must answer as quickly as possible any mail or request for information addressed to him by the syndic, assistant syndic, investigators or members of the professional inspection committee, as well as members of a council for the arbitration of accounts.

**4.02.04.** A land surveyor shall not abuse a colleague's good faith or be guilty of breach of trust or disloyal practices towards him. Without restricting the generality of the foregoing, the following shall constitute disloyal practices :

(a) attempting to obtain work which, to his knowledge, has already been entrusted to a colleague ;

(b) falsely criticizing a colleague.

**4.02.05.** A land surveyor must notify his colleague if he accepts a mandate to inspect work done by the latter.

If there is a difference of opinion, the land surveyors concerned must co-operate to reach an agreement.

**4.02.06.** Before undertaking to finish work already begun by a colleague, a land surveyor must make sure that the latter did in fact abandon it, or was released from his mandate.

## §3. Contribution to the advancement of the profession

**4.03.01.** A land surveyor must, as far as he is able, contribute to the development of his profession through the exchange of his knowledge and experience with his colleagues and students, and by his participation in courses and continuing training periods.



c. A-23, r.5

**Regulation establishing a standard  
measure for the purposes of verifying the  
instruments of land surveyors**

Land Surveyors Act  
(R.S.Q., c. A-23)

**1.** The permanent standardization base on the campus of Université Laval is recognized as the official standard for verifying the instruments of measure of length used by land surveyors.



c. A-23, r.6

## **Regulation respecting terms and conditions for the election of the president and directors of the Ordre des arpenteurs-géomètres du Québec**

Land Surveyors Act  
(R.S.Q., c. A-23)

Professional Code  
(R.S.Q., c. C-26, s. 94)

**1.** For the purposes of this Regulation, the word “region” means either the Eastern region, or the Western region within the meaning of the Regulation dividing Québec into regions for the purposes of elections of the Bureau of the Ordre des arpenteurs-géomètres du Québec (c. A-23, r.18) enacted by the Government in accordance with section 65 of the Professional Code (R.S.Q., c. C-26).

**2.** Between the 60<sup>th</sup> and 45<sup>th</sup> day preceding the annual general meeting, the secretary shall transmit to each member a complete list of the members of the region in which he principally practises his profession.

**3.** Candidates for the office of director shall be proposed in accordance with sections 67 and 68 of the Professional Code.

A member shall not sign more nomination papers than there are offices of director to be filled in his region. A signature appearing on a number of papers in excess of the number of offices of director to be filled shall be stricken from all papers.

**4.** At least 20 days prior to the date of the annual general meeting, the secretary shall transmit to each member entered on the roll the following documents :

- (a) a ballot-paper containing :
  - i. the name and graphic sign of the Order ;
  - ii. the year of the election ;
  - iii. the identification of the region ;
  - iv. the names, in alphabetical order, of the candidates to the office of director in the region in which the member principally practises his profession and opposite each name a square in which to mark his vote ;
  - v. the number of seats to be filled in the region ;

- vi. the date and time of the closing of the poll ;
- vii. the signature of the secretary ;

(b) an envelope addressed to the secretary of the Order and on which the word “ELECTION” is written ;

(c) a concise curriculum vitae of each candidate indicating, in particular, his age, date of his admission and, where applicable, his principal activities within the Order.

**5.** The vote shall be cast by making a cross in the square reserved for that purpose opposite the name of the candidate chosen.

**6.** Every ballot-paper shall be null and void :

(a) on which the voter indicated his choice other than by means of a cross ;

(b) containing more crosses than the number of seats to be filled in the region ;

(c) that is not signed by the secretary ;

(d) that is not returned in the envelope provided under paragraph *b* of section 4 ;

(e) that has not reached the head office of the Order, at the secretary’s address, on the date and time of closing of the poll.

**7.** The secretary shall deposit the ballot-papers and count them in accordance with sections 73 and 74 of the Professional Code.

The secretary shall then draw up a report to be countersigned by the scrutineers. This report shall be placed in a sealed envelope to be kept until the annual general meeting at which it shall be opened and the winning candidates declared elected.

**8.** Until the declaration contemplated in section 7 is made, the secretary and the scrutineers are bound to absolute secrecy on the result of the election.

**9.** The directors and president shall at all times comply with sections 75 and 76 of the Professional Code.

**10.** The term of office of each director shall be 4 years.

**11.** The number of offices to be filled in each region shall correspond to the total number of offices to be filled and to the terms of office expiring each year ; thus, the

number of offices to be filled per region has been the following for the 1974, 1975 and 1976 years :

- (a) for the 1974 year, 2 offices in the Western region and 2 in the Eastern region ;
- (b) for the 1975 year, 2 in the West and 1 in the East ;
- (c) for the 1976 year, 2 in the West and 1 in the East.





c. A-23, r.7

## **Regulation respecting standards of practice relative to the certificate of location**

Land Surveyors Act  
(R.S.Q., c. A-23, s. 49)

Professional Code  
(R.S.Q., c. C-26)

### **DIVISION I GENERAL PROVISIONS**

**1.01.** In this Regulation, unless the context indicates otherwise, the following terms mean :

(a) “Order” : the Ordre des arpenteurs-géomètres du Québec ;

(b) “land surveyor” : every person who is entered on the roll of the Order.

**1.02.** The Interpretation Act (R.S. c. I-16), with present and future amendments, applies to this Regulation.

### **DIVISION II DEFINITION**

**2.01.** The certificate of location is a document consisting of a report and a plan, in which the land surveyor gives his opinion on the present situation and state of a property in relation to titles, cadastre, and the laws and by-laws affecting it. It may only be used for the purposes for which it is intended.

### **DIVISION III REPORT**

**3.01.** The land surveyor shall enter the following data in his report, where applicable :

- (a) the date of the survey ;
- (b) a description of the property ;
- (c) conformity or lack of conformity between occupancy, cadastre and the titles ;
- (d) active or passive real servitudes registered as such in the index of immoveables concerning the property ;

(e) apparent real servitudes or charges which should normally be the subject of a servitude and which might affect the property ;

(f) notices of expropriation and homologation as well as reserves for public purposes registered against the property ;

(g) classified cultural property, registered as such in the index of immoveables or the fact that the property is classified in a protected area ;

(h) encroachments allowed or exercised ;

(i) structures, buildings and dependencies located on the property ;

(j) the stage of progress of work in the case of buildings, structures and dependencies under construction ;

(k) the number of floors and nature of the exterior facing in the case of completed buildings ;

(l) the conformity or non-conformity of the position of the structures, buildings and dependencies with respect to municipal by-laws respecting laying out and zoning and the Québec regulations respecting hygiene ;

(m) the place and date of the closing of the minute.

**3.02.** The format of the report is 21,59 centimetres by 35,56 centimetres.

### **DIVISION IV PLAN**

**4.01.** The plan shall, in particular, contain :

(a) the graphic representation and the designation of the property ;

(b) the adjacent parts ;

(c) the dimensions and area of the property ;

(d) the dimensions of the structures, buildings and dependencies ;

(e) an illustration, where possible, of the items mentioned in paragraphs d, e, f, g, h, i and k of section 3.01 ;

(f) an approximate indication of north by means of an arrow ;

(g) the scale of the plan ;

(h) the place and date of the closing of the minute.

**4.02.** The format of the plan is 21,59 centimetres by 35,56 centimetres or a multiple thereof.



c. A-23, r.8

## **Regulation respecting standards of practice relative to staking**

Land Surveyors Act  
(R.S.Q., c. A-23, s. 49)

Professional Code  
(R.S.Q., c. C-26)

### **DIVISION I GENERAL PROVISIONS**

**1.01.** In this Regulation, unless the context indicates otherwise, the following terms mean :

(a) “Order” : the Ordre des arpenteurs-géomètres du Québec ;

(b) “land surveyor” : every person who is entered on the roll of the Order.

**1.02.** The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

### **DIVISION II DEFINITION**

**2.01.** Staking is the aggregate of operations carried out by a land surveyor for the purpose of determining the boundaries of a lot by means of bench-marks. It is valid for the sole benefit of the client.

### **DIVISION III OPERATIONS**

**3.01.** Staking shall, in particular, consist of :

(a) the necessary research into titles and cadastre or, in default thereof, a primitive survey ;

(b) study of the site ;

(c) a comparison between occupancy, titles and cadastre or, in default thereof, a primitive survey ;

(d) the determination of boundaries ;

(e) the placing of bench-marks ;

(f) the keeping of field notes.

**3.02.** Bench-marks placed during staking are those defined in Division II of the Regulation respecting bench-marks and boundary markers (c. A-23, r.13).

**3.03.** The land surveyor must inform his client of any irregularity found during staking.

### **DIVISION IV CERTIFICATE OF STAKING**

**4.01.** The certificate of staking is a written attestation certifying that staking has been carried out, issued by a land surveyor on the client's behalf. That attestation is dated, signed and kept in the records of the land surveyor.



c. A-23, r.9

## **Regulation respecting the procedure for conciliation and arbitration of accounts of land surveyors**

Land Surveyors Act  
(R.S.Q., c. A-23)

Professional Code  
(R.S.Q., c. C-26, s. 88)

### **DIVISION I GENERAL PROVISIONS**

**1.01.** This Regulation is made under section 88 of the Professional Code (R.S.Q., c. C-26).

**1.02.** In this Regulation, unless the context indicates otherwise, the following words mean :

(a) “secretary” : the secretary of the Ordre des arpenteurs-géomètres du Québec ;

(b) “council” : the council for the arbitration of accounts set up under Division II ;

(c) “syndic” : the syndic, assistant syndic or one of the corresponding syndics of the Order.

**1.03.** The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

### **DIVISION II FORMATION OF COUNCIL**

**2.01.** Every year, in the month following its election, the Bureau shall set up the arbitration council to which it has appointed the chairman and vice-chairman.

**2.02.** The members of the council must have practised at least 10 years in the profession ; they shall remain in office, notwithstanding the expiry of their term of office, until they have been re-appointed or replaced.

**2.03.** The Bureau shall designate the secretary of the council and his assistants.

**2.04.** Should the chairman be unable to act as a result of absence or illness, he shall be replaced by the vice-chairman.

**2.05.** A member of the council may not sit for the hearing of a matter if he belongs to one of the case described in article 234 of the Code of Civil Procedure (R.S.Q., c. C-25).

**2.06.** Before acting, the members of the council, the secretary of the council and his assistants shall take the oath or make the affirmation of discretion prescribed in Schedule II to the Professional Code.

**2.07.** The council may sit at any place in Québec.

**2.08.** The quorum for the council shall be 3 members including at least the chairman or vice-chairman. The council may sit in divisions.

**2.09.** A brief must be terminated by the members of the council who began the hearing thereof.

In the case of the death or inability to act of one of the members, the others shall terminate the brief and their decision shall be valid. In the event that the chairman dies or is unable to act, the Bureau shall appoint a chairman from among the other members of the council.

### **DIVISION III APPLICATION FOR ARBITRATION AND CONCILIATION**

**3.01.** A client having a dispute with a land surveyor with respect to the amount of an account for professional fees sent to him may apply for conciliation and arbitration of that account.

This application may be made verbally or in writing to the secretary, at the corporate seat of the Order, within 60 days of the date of receipt of the account.

**3.02.** The secretary shall record the date of the application contemplated in section 3.01. The land surveyor shall be immediately notified thereof and he must immediately stop claiming his account and the secretary, in addition, shall send a copy of this Regulation and the form prescribed in Schedule 1 to the client.

**3.03.** The client must return the form to the secretary duly completed and signed within 10 days of its receipt.

**3.04.** Upon receipt of the form duly completed and signed, the secretary shall forward the record to the syndic

who shall attempt, as soon as possible, to conciliate the parties in the manner he deems most appropriate.

Where the conciliation fails or where the syndic has not succeeded in conciliating the parties within 30 days of the receipt of the form, he shall return the record to the secretary. The latter shall forward the form to the land surveyor who must sign it and return it to him within 10 days.

**3.05.** Upon receipt of the form duly signed by the land surveyor, the secretary transmits the brief to the council.

#### **DIVISION IV HEARING**

**4.01.** The chairman of the council shall fix the date hour and place of the hearing and shall designate the members called to sit ; the secretary shall notify the members and the parties thereof in writing at least 15 days prior to that date.

**4.02.** Unless there are exceptional circumstances, the hearing must be held within the 60 days following the date of the forwarding of the record to the council.

**4.03.** The council may ask each party to submit, within a given time limit, a statement of his pretensions with documents in support thereof.

**4.04.** The council shall proceed with the hearing of a dispute according to the procedure and mode of evidence it deems appropriate. It may, in particular, convene a member of the Order and suspend the hearing.

**4.05.** The evidence shall not be recorded unless the council or one of the parties so requests and assumes the cost thereof.

**4.06.** Articles 945 and 947 of the Code of Civil Procedure shall apply *mutatis mutandis* to the arbitration held pursuant to this Regulation.

**4.07.** The secretary of the council shall record the minutes of the hearing and have them signed by the members of the council.

**4.08.** Notwithstanding this Division, when the amount under dispute is less the 400 \$, the council may render a decision after summary and study.

#### **DIVISION V AWARD**

**5.01.** The decision shall be rendered by the majority of the members of the council ; in default of a majority, the decision shall be taken by the chairman.

The reasons for the decision must be given and signed by the members of the council subscribing thereto ; if a member refuses to sign it, the others must make mention thereof and the decision shall be as valid as if it had been signed by all.

The secretary shall forward the decision to the parties without delay.

**5.02.** The council must confirm the account contested or establish it at the amount it deems just and appropriate.

**5.03.** The award of the council is final.

**5.04.** The expenses incurred by the parties for the holding of the arbitration shall be assumed by each of them respectively and cannot be claimed by the adverse party.

**5.05.** The decision must adjudge on the arbitration fees, namely, the costs actually incurred by the Order for the holding of the arbitration.

However, the total amount of the arbitration fees shall in no case exceed 15% of the amount which is the object of the arbitration.

Where an agreement is reached between the parties before the decision of the council is rendered, the latter shall adjudge on the arbitration fees in accordance with this Regulation.

**5.06.** The complete record of arbitration is filed with the secretary who, unless explicitly authorized by the parties, shall issue a copy thereof in whole or in part only to the latter, their attorneys, the syndic and members of the Bureau.

#### **SCHEDULE 1 (s. 3.02)**

##### **APPLICATION FOR ARBITRATION**

I, the undersigned, .....

in person or (where applicable) representing .....  
..... for the purposes of this application, as  
attested by the authorization annexed hereto, declare :

(1) . . . . . , land surveyor,  
claims from me payment of an account for professional  
fees, a copy of which is annexed hereto.

And I have signed at . . . . .  
this . . . . . day of . . . . . 19. . .

(2) I declare that I refuse to pay this account for the fol-  
lowing reasons :

. . . . .  
(signature of land surveyor)

. . . . .  
. . . . .  
. . . . .

(3) I acknowledge that I owe the sum of . . . . . for  
the professional services mentioned in this account.

(4) I apply for conciliation and arbitration pursuant to  
the Regulation respecting the procedure for conciliation  
and arbitration of accounts of land surveyors (R.R.Q., c.  
A-23, r.9).

(5) I renounce to the benefit of time elapsed for the  
prescription started.

(6) I declare having received a copy of the Regulation  
respecting the procedure for conciliation and arbitration  
of accounts of land surveyors and having taken cogni-  
zance thereof.

(7) I undertake to bind myself by the procedure pre-  
scribed in this Regulation and by the award of the council.

(8) I certify that this application is sincere and has not  
been made for the purpose of unduly delaying payment.

(9) I attach the pertinent documents in support of my  
application.

And I sign . . . . .  
(Signature of client or his duly  
authorized representative)

Sworn to or solemnly declared before

me at . . . . .

this . . . . . day of . . . . . 19. . .

. . . . .  
Commissioner for oaths

#### Agreement

I declare having taken cognizance of this application for  
the arbitration of accounts. I agree to bind myself by the  
procedure prescribed in the Regulation respecting the  
procedure for conciliation and arbitration of accounts of  
land surveyors and the award of the council.

I attach hereto the documents respecting the dispute.



c. A-23, r.10

## **Regulation respecting the procedure of the professional inspection committee of land surveyors**

Land Surveyors Act  
(R.S.Q., c. A-23)

Professional Code  
(R.S.Q., c. C-26, s. 90)

### **DIVISION I DEFINITIONS AND INTERPRETATION**

**1.01.** In this Regulation, unless the context indicates otherwise, the following words mean :

(a) “committee” : the professional inspection committee ;

(b) “investigator” : the committee, one of its members, an expert or an investigator appointed by the Bureau for the committee ;

(c) “record” : the records, books and registers that a land surveyor must keep in the practice of his profession, in particular the minutes and other documents which make up his records ;

(d) “secretary” : the secretary of the Order ;

(e) “Order” : the Ordre des arpenteurs-géomètres du Québec.

**1.02.** The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

### **DIVISION II THE COMMITTEE**

**2.01.** The committee is composed of members appointed by the Bureau from among the land surveyors who have been practising for at least 7 years. They are appointed for a period of 3 years, take office upon their appointment and remain in office until they die, resign, are replaced or struck off the roll.

The secretary of the committee and his assistants are appointed by the Bureau ; they are not members of the committee.

**2.02.** Should the chairman be unable to act, he shall be replaced by the vice-chairman.

**2.03.** The committee secretariat is at the corporate seat of the Order. All the minutes, reports and other documents of the committee are kept at the said secretariat.

**2.04.** The committee may form divisions of at least 3 members, with a chairman.

The quorum shall be 3 members, including the chairman.

**2.05.** The committee shall hold its sittings on the dates and at the places determined by the committee chairman or division chairman.

**2.06.** A member of the committee must be recused in a matter in which one of his relations or allies is concerned, or where he finds himself in one of the circumstances described in article 234 of the Code of Civil Procedure (R.S.Q., c. C-25).

**2.07.** The members of the committee shall receive no remuneration, but shall be entitled to reimbursement of their expenses and costs upon production or supporting vouchers.

**2.08.** The committee may appoint experts or attorneys.

**2.09.** The remuneration paid to an expert shall be fixed by the Bureau.

### **DIVISION III DRAWING UP OF A PROFESSIONAL RECORD**

**3.01.** As its activities progress, the committee shall draw up and keep up-to-date a professional record for each member of the Order who is the subject of an inspection under this Regulation.

**3.02.** The professional record shall contain a summary of the land surveyor's academic qualifications and experience as well as the minutes or reports and documents pertaining to any professional inspection to which he has been subject under this Regulation.

**3.03.** The land surveyor is entitled to consult his record and to obtain a copy thereof.

**3.04.** Subject to section 3.03, only the investigators for the committee, the members of the committee, the secretariat staff assigned to the committee, the Bureau in session, the secretary, the secretary of the committee and his assistants, shall have access to records; these persons must take the oath or make the solemn affirmation provided in Schedule II to the Professional Code (R.S.Q., c. C-26).

**3.05.** The committee shall keep a register in which shall be entered in chronological order the date of each verification or inquiry, the address at which it was made, the name of the land surveyor concerned, the name of his employer, where applicable, and the name of the investigator who made the verification or inquiry.

#### **DIVISION IV GENERAL SUPERVISION OF THE PRACTICE OF THE PROFESSION**

**4.01.** The committee shall supervise the practice of the profession by the members of the Order in accordance with the verification programme established by it.

**4.02.** Each year, the Bureau shall send to the members of the Order the general verification programme of the committee and a report on the latter's activities during the preceding year, omitting therefrom, however, identification in any manner whatsoever of the land surveyors who have been subject to an inspection and the other persons involved.

**4.03.** The verification embraces all the professional duties of the members of the Order.

**4.04.** At least 10 days before the date fixed for the verification, the committee shall, through its secretary, send the land surveyor in question, by registered or certified mail, a notice in accordance with the form in Schedule A.

**4.05.** If a land surveyor cannot receive an investigator on the prescribed date, he must, upon receipt of the notice, notify the secretary of the committee, decide on another date with him and confirm the whole in writing.

**4.06.** Where an investigator ascertains that a land surveyor was unable to take cognizance of the notice referred to in section 4.04, he shall so inform the committee which shall fix a new date and notify the land surveyor thereof.

**4.07.** An investigator must, if so required to do, produce a certificate attesting his authority signed by the secretary of the committee and bearing the seal of the Order.

**4.08.** An investigator may require that a land surveyor attest under oath any declaration he may make in relation to a verification in progress.

**4.09.** The land surveyor whose records are the object of verification may be present or be represented by a mandatory.

**4.10.** The investigator shall draw up a report and send it to the committee within 30 days after the end of his inquiry.

**4.11.** If he has reason to believe that the committee should subject a land surveyor to a special inquiry, the investigator shall so indicate in his report to the committee which shall determine, where applicable, the time during which it must be held.

#### **DIVISION V SPECIAL INQUIRY**

**5.01.** The committee may, on its own initiative, or upon the request of the Bureau or the administrative committee, make a special inquiry into the professional competence of a land surveyor. It may designate an investigator for such purpose.

**5.02.** At least 10 clear days before the date of the special inquiry, the secretary of the committee shall send to the land surveyor in question, by registered or certified mail, a notice in accordance with the form in Schedule B.

Notwithstanding the first paragraph, where the sending of a notice to the land surveyor could jeopardize the objects for which a special inquiry is to be held, the committee may authorize an investigator to make the inquiry without such notice.

**5.03.** An investigator may give the employer, representative of a land surveyor, custodian or transferee of records, notice of the order to allow him free access to the professional records of that land surveyor.

**5.04.** Where records are held by a third party, the land surveyor must, at the investigator's request, authorize the latter to take cognizance or a copy thereof.

**5.05.** If the land surveyor refuses to receive an investigator, the latter shall immediately notify the syndic.

**5.06.** Sections 4.07 to 4.10 shall apply *mutatis mutandis* to an inquiry held under this Division.



## DIVISION VI RECOMMENDATIONS OF THE COMMITTEE

**6.01.** Where the committee, after study of an investigator's report, has reason to believe that it is not expedient to recommend to the Bureau that a land surveyor be required to serve a period of refresher training or that the right of such land surveyor to engage in professional activities be limited, it shall notify the land surveyor in question within 15 days following its decision.

**6.02.** Where the committee, after study of an investigator's report, has reason to believe that it is expedient to recommend to the Bureau that a land surveyor be required to serve a period of refresher training or that the right of such land surveyor to engage in professional activities be limited, it must permit the land surveyor in question to present a full and complete defence relative to the appraisal of his competence.

**6.03.** In such case, the committee shall convene the land surveyor in question by a notice sent by registered or certified mail 15 days before the date fixed for the hearing. This notice shall be accompanied with the following documents :

(a) a statement of the facts and reasons for convening him before the committee ; and

(b) a copy of the report made by the investigator concerning him.

**6.04.** The committee shall administer the oath or receive the solemn affirmation of the land surveyor and the witnesses through a commissioner for oaths.

**6.05.** A land surveyor or witness summoned before the committee may be assisted by an advocate.

**6.06.** The hearing shall be held *in camera* unless the committee, at the request of the land surveyor, considers that it is in the public interest that it not be held in this manner.

**6.07.** The committee may proceed *ex parte* if the land surveyor does not appear on the date and at the hour prescribed.

**6.08.** The depositions shall be recorded at the request of the land surveyor of the committee.

**6.09.** The committee shall adjudge on the fees.

**6.10.** The recommendations of the committee are made by the majority of its members who have heard the

matter within 90 days after the end of the hearing. The reasons shall be given on which they are based, signed by the members of the committee (or the division) who concurred in them, and transmitted to the Bureau and the land surveyor in question without delay.

Every member who sits must vote.

In the event of a tie-vote, the chairman shall have a casting vote.

**6.11.** In its recommendations concerning a land surveyor, the committee shall take into account the type of professional activities in which the land surveyor is generally engaged.

**6.12.** Where the committee has reason to believe that a complaint within the meaning of section 116 of the Professional Code might be laid against a land surveyor, it shall immediately notify the syndic.

### SCHEDULE A

(s. 4.04)

#### ORDRE DES ARPENTEURS-GÉOMÈTRES DU QUÉBEC

#### PROFESSIONAL INSPECTION COMMITTEE

##### Notice of verification

Notice is given that, within the framework of the programme for general supervision of the practice of the profession, an investigator from our committee will verify your records, books and registers, on . . . . .

. . . . . 19... at... h... .

Signed at . . . . .

on . . . . . 19... .

The professional inspection committee

Per : . . . . .  
Secretary of the committee

### SCHEDULE B

(s. 5.02)

#### ORDRE DES ARPENTEURS-GÉOMÈTRES DU QUÉBEC

#### PROFESSIONAL INSPECTION COMMITTEE

##### Notice of special inquiry

Notice is given that, at the request of the Bureau (or on its own initiative), the committee has designated an inves-

tigator to make a special inquiry into your professional  
competence on .....

19... at... h...

Signed at .....

on ..... 19...

The professional inspection commit-  
tee

Per .....  
Secretary of the committee



c. A-23, r.11

## Regulation respecting advertising by land surveyors

Land Surveyors Act  
(R.S.Q., c. A-23)

Professional Code  
(R.S.Q., c. C-26, s. 92)

### DIVISION I GENERAL PROVISIONS

**1.01.** In this Regulation, unless the context indicates otherwise, the following words mean :

- (a) “Order” : the Ordre des arpenteurs-géomètres du Québec ;
- (b) “secretary” : the secretary of the Order ;
- (c) “partnership” : a partnership of land surveyors ;
- (d) “partner” : a land surveyor practising in a partnership.

**1.02.** The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

**1.03.** The items that a land surveyor may include in his public advertisements and the conditions under which such advertising may be made are those described in this Regulation.

### DIVISION II PROFESSIONAL CARD AND STATIONERY

**2.01.** A land surveyor or a partnership may enter the following information on his (its) professional card :

- (a) if he practises alone : his name ;
- (b) if he practises in a partnership :
  - i. his name and that of all his partners ; or
  - ii. his name, that of a partner of the names of the main partners with the mention “and partners” when such mention applies to several land surveyors whose names do not appear in the firm name of the said partnership ;

- (c) the names of the land surveyors employed ;
- (d) the word “land surveyor” or the word “surveyor” ;
- (e) his specialty, where he holds a specialist’s certificate issued by the Order ;
- (f) his academic titles ;
- (g) the address and business hours of his practice, his telephone, cable or telex number ;
- (h) his home address and telephone number ;
- (i) his own graphic sign, that of the partnership to which he belongs, and the graphic sign of the Order in accordance with Division VII ;
- (j) the name of his employer, where applicable ; and
- (k) the list of records of which he is the transferee, depositary or custodian.

**2.02.** The maximum dimensions of the professional card shall be 6 centimetres by 11 centimetres.

**2.03.** A land surveyor or a partnership may enter on his (its) stationery all or part of that which is indicated in section 2.01.

However, a partnership may avail itself of the first paragraph provided that it mention :

- (a) the firm name of the partnership ;
- (b) the name of each member of the partnership ; and
- (c) where the partnership has more than one practice, the address of the practice from which the correspondence emanates and the name of the resident land surveyor.

### DIVISION III SIGNBOARD

**3.01.** A land surveyor or a partnership may place a signboard on one of the outer walls of the building in which his practice is located, or on the land on which such building is erected.

If the building is located at a crossroads, such signboard may be placed on each outer wall or on the land facing each of the converging roads.

**3.02.** If the land surveyor’s practice is located in an office building and gives on to an inner corridor, the land

surveyor may place a signboard in such corridor facing his practice.

**3.03.** The signboard authorized under this Division may contain all or part of that which is indicated in section 2.01.

**3.04.** The maximum area of the signboard which bears the name of a single land surveyor shall be 25 square decimetres.

Where the signboard bears the name of more than one land surveyor, its area may then be increased by 3 square decimetres per additional name.

#### **DIVISION IV SIGNS ON WORKING SITES**

**4.01.** A land surveyor may place a non-luminous sign on a site on which he is working provided that the following information appears on that sign :

- (a) one of the graphic signs contemplated in Division VII ;
- (b) his name and that of the partnership to which he belongs, where applicable.

#### **DIVISION V PRINTED MATTER**

**5.01.** A land surveyor may publish or allow to be published for his clients or for distribution upon a request for services, a booklet or a folder intended exclusively for his advertising and in which may appear :

- (a) all or part of that which is mentioned in section 2.01 ;
- (b) information drafted in free prose, and illustrations relating to the organization of his practice, his qualifications and his professional accomplishments.

**5.02.** Except in the case contemplated in section 5.04, a land surveyor may publish or allow to be published in newspapers, magazines, periodicals or directories, an advertisement containing all or part of that indicated in section 2.01. The said advertisement shall not, however, exceed 1 square decimetre and may not appear more than once in the same issue of a newspaper, magazine, periodical or directory.

**5.03.** Upon the opening of his practice, his taking up a position in an existing practice, his first entry on the roll of the Order or upon appointment to a position connected with the practice of the profession, a land surveyor may publish his photograph and certain biographical data in

newspapers, magazines or periodicals. The maximum size of such photograph shall be 65 square centimetres.

The said advertisement may not appear more than once in the same issue of a newspaper, magazine or periodical, nor in more than 2 issues of the same newspaper, magazine or periodical.

**5.04.** In a telephone directory, a land surveyor may cause to be published, in regular or bold type, his name, the address of his practice and his home address, restricting the inscription to not less than 5 type per linear centimetre, single-spaced and without border.

**5.05.** Sections 5.01, 5.02 and 5.04 apply *mutatis mutandis* to a partnership of land surveyors.

#### **DIVISION VI GRAPHIC SIGN OF THE ORDER**

**6.01.** The graphic sign of the Order, whose original is kept by the secretary, contains the letters A and G superposed and stylized under the generic form of an equilateral triangle having the following dimensions :

- (a) the height of the enveloping triangle is 10,658 centimetres ;
- (b) the radius of the outer curves is 1,524 centimetres ;
- (c) the radius of the inner curves is 2,54 millimetres ;
- (d) the opening on the right side and that to the left of the transversal bar of A are 2,54 millimetres ;
- (e) the width of the letters is 1,27 centimetres ; and
- (f) the area is 62,39 square centimetres.

**6.02.** The land surveyor who makes use of the graphic sign of the Order must ensure that it is proportional to the original.

#### **DIVISION VII GRAPHIC SIGN IN ADVERTISING**

**7.01.** The land surveyor may use the graphic sign of the Order in his advertising, provided he can enter it entirely in a square whose sides are not more than 2,5 centimetres.

**7.02.** The land surveyor may use his own graphic sign, that of the partnership to which he belongs, or that of his employer, in his advertising, provided the graphic sign of the Order also appears.

**7.03.** Each of the graphic signs used must be of a maximum size which is in conformity with that prescribed in section 7.01. Where there is a smaller one, it must be possible to enter it in a square whose sides are not less than 1 centimetre.

**7.04.** Every decoration added to the name shall be considered a graphic sign.

**7.05.** A graphic sign may only appear once on a business card, sheet of paper, signboard or sign.

#### **DIVISION VIII MISCELLANEOUS**

**8.01.** A land surveyor may place on the windshield or rear window of his own motor vehicle or on a vehicle of which he is the owner and which is used exclusively in the practice of his profession, a sticker representing the graphic sign of the Order and provided by the latter.



c. A-23, r.12

**Règlement sur les redevances dues à  
l'Ordre des arpenteurs-géomètres du  
Québec par les candidats à l'exercice de  
la profession**

Land Surveyors Act  
(R.S.Q., c. A-23, s. 13)

Professional Code  
(R.S.Q., c. C-26)

See French Edition



c. A-23, r.13

## Regulation respecting bench-marks and boundary markers

Land Surveyors Act  
(R.S.Q., c. A-23, s. 13)

Professional Code  
(R.S.Q., c. C-26)

### DIVISION I GENERAL PROVISIONS

**1.01.** In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

(a) “Order” : the Ordre des arpenteurs-géomètres du Québec ;

(b) “land surveyor” : anyone registered on the roll of the Order.

**1.02.** The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

### DIVISION II BENCH-MARK FOR STAKING

**2.01.** In staking, a bench-mark is a planted object to indicate a particular alignment or to mark the ends of the straight lines or the arcs of the contour lines forming the perimeter of a parcel of land. It must :

- (a) be made of metal ;
- (b) be made of square or circular sections ;
- (c) not be hollow or treated against corrosion if it is hollow ;
- (d) measure at least 75 centimetres in length and 15 millimetres on the sides or in diameter ;
- (e) be fitted with a sleeve of at least 3 centimetres on the sides or with a cap at least 5 centimetres in diameter, permanently attached to the top, on which is engraved at least the following information : the initial or initials of the first name of the land surveyor as well as his last name followed by the letters, a.g. ;
- (f) be easy to locate either because it protrudes from the ground, may be detected by a detector, or because it

has been sufficiently identified in relation to physical details duly described in the notes.

**2.02.** In carrying out work authorized by the Minister of Energy and Resources, the wooden post placed by the land surveyor is also a bench-mark for staking if this post does not accompany a bench-mark described in section 2.01.

**2.03.** When, because of the texture of the soil, it is impossible to plant a bench-mark for staking in accordance with those prescribed in section 2.01, the land surveyor may reduce its length to not less than 15 centimetres but he must then imbed it firmly into the ground.

**2.04.** When, because of local conditions, it is impossible to plant a bench-mark for staking in accordance with that provided for in sections 2.01, 2.02 or 2.03, the land surveyor shall mention this fact in his certificate of location and describe therein the mark or the object that he had to substitute for it, in order to make it easy to locate.

### DIVISION III ELEVATION BENCH-MARK

**3.01.** The elevation bench-mark is a fixed installation bearing a precise altitude mark and of stability and permanence compatible with the precision required.

### DIVISION IV BOUNDARY MARKER

**4.01.** A boundary marker is a bench-mark for staking in accordance with that described in sections 2.01 or 2.03, placed during boundary determination and to which the signing of the minutes thereof or the homologation of the minutes of the boundary determination by the court confer the characteristic of a boundary marker.

**4.02.** When, because of local conditions, it is impossible to plant a boundary marker in accordance with that provided for in section 4.01, the land surveyor shall mention this fact in his minutes and describe therein the mark or object that he had to substitute for it as well as the physical details to which he attached it so that it may be easily located.

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O.C. 680-78, (1978) 110 G.O., 4691  
O.C. 426-79, (1979) 111 G.O., 2701



c. A-23, r.14

## **Règlement sur la révocation de l'immatriculation d'un étudiant en sciences géodésiques**

Loi sur les arpenteurs-géomètres  
(L.R.Q., c. A-23, a. 12)

Code des professions  
(L.R.Q., c. C-26)

### **SECTION I DISPOSITIONS GÉNÉRALES**

**1.01.** Dans le présent règlement, à moins que le contexte n'indique un sens différent, on entend par :

- a) « arpenteur-géomètre » : une personne inscrite au tableau de l'Ordre des arpenteurs-géomètres du Québec ;
- b) « secrétaire » : le secrétaire de l'Ordre.

**1.02.** La Loi d'interprétation (L.R.Q., c. I-16), avec ses modifications présentes et futures, s'applique au présent règlement.

### **SECTION II CONDITIONS DE LA RÉVOCATION**

**2.01.** Le Bureau peut révoquer le certificat d'immatriculation d'un étudiant en sciences géodésiques ou d'un arpenteur-géomètre poursuivant des études de spécialité qui :

- a) fait une fausse déclaration dans sa demande d'immatriculation ;
- b) pose d'autres actes professionnels que ceux qu'il est autorisé à poser durant son stage de formation professionnelle ou déroge aux conditions suivant lesquelles ces actes peuvent être posés ; ou
- c) abandonne ses études.

### **SECTION III FORMALITÉ DE LA RÉVOCATION**

**3.01.** La révocation du certificat d'immatriculation est suivie d'un avis écrit, adressé par le secrétaire, à l'intéressé.





c. A-23, r.15

## Regulation respecting the seal of land surveyors

Land Surveyors Act  
(R.S.Q., c. A-23)

Professional Code  
(R.S.Q., c. C-26, s. 94)

### DIVISION I GENERAL PROVISIONS

**1.01.** In this Regulation, unless the context indicates otherwise, the word “secretary” means the secretary of the Ordre des arpenteurs-géomètres du Québec (Order).

**1.02.** The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

### DIVISION II SEAL

**2.01.** The secretary shall be the depositary of the seal of the Order.

**2.02.** The secretary shall remit a private seal on the model of the seal of the Order, to the land surveyor or surveyor who obtains a permit to practise. He may issue 1 or 2 copies thereof, depending on the member’s request.

**2.03.** The private seal shall bear, in exergue, the name, given name or initials of the member, his registration number, the graphic sign of the Order and the words “*arpenteur-géomètre*” or “*géomètre*”, as the case may be.

Every copy of the private seal of a member shall remain the property of the Order which alone may modify the model and content thereof.

**2.04.** The fees for a copy of the private seal are fixed at 1,3 times its cost price and must be paid in whole to the secretary within 30 days from its receipt.

**2.05.** The holder of a seal must notify the secretary of the disappearance of a copy of his private seal as soon as he notices it and enclose with such notice the other copy owned by him.

**2.06.** Upon receipt of the notice prescribed in section 2.05, the secretary shall forward a new private seal to the member, which must bear a distinctive mark.

### DIVISION III MISCELLANEOUS PROVISIONS

**3.01.** A copy of a private seal issued prior to 5 November 1975 may continue to be used by a member of the Order until he ceases practising or until his death.

**3.02.** As soon as he ceases practising his profession, the holder of a seal shall return the copies of his private seal to the secretary within 30 days of his ceasing to practice.

If the holder of a seal dies, the copies of his private seal must be retrieved by the secretary within 60 days.

Once he has retrieved the private seal of a member of the Order, the secretary shall cancel it. Such seal, duly cancelled, may, upon written notice to that effect, be returned to the estate or to the member who has ceased practising.



c. A-23, r.16

## Regulation respecting refresher training periods for land surveyors

Land Surveyors Act  
(R.S.Q., c. A-23)

Professional Code  
(R.S.Q., c. C-26, s. 94)

### DIVISION I GENERAL PROVISIONS

**1.01.** In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

- (a) “land surveyor” : a person entered on the roll of the Ordre des arpenteurs-géomètres du Québec ;
- (b) “training period” : period of refresher training contemplated by this Regulation ;
- (c) “trainee” : a land surveyor who is required to serve a training period ;
- (d) “tutor” : a land surveyor responsible for verifying whether a training period or part of a training period is in conformity with the objectives and terms and conditions determined by the Bureau.

**1.02.** The Interpretation Act (R.S.Q., c. I-16), with present and future amendments, applies to this Regulation.

### DIVISION II TRAINING PERIOD

**2.01.** If the Bureau considers that the level of competence of a land surveyor does not meet the standards required for the protection of the public, it may oblige a land surveyor to serve a training period where :

- (a) his name is entered on the roll more than 5 years since he obtained his permit or more than 5 years from the date on which he was entitled to the issuance of such permit ;
- (b) his name is re-entered on the roll after failing to be entered thereon for more than 5 years ;
- (c) his name is re-entered on the roll after being struck off for more than 5 years ;

(d) he is the subject of a recommendation to that effect by the professional inspection committee or the committee on discipline pursuant to section 113 or 160 of the Professional Code (R.S.Q., c. C-26) ;

(e) he has served a training period not considered, in virtue of section 2.10, to be in conformity with the objectives and the terms and conditions determined by the Bureau.

**2.02.** A training period may not be prescribed more than 90 days after the time at which a land surveyor is liable to have to serve such training period.

**2.03.** A training period may, in particular, consist of one or several of the following activities :

- (a) a period of practical training ;
- (b) studies ;
- (c) courses ;
- (d) research work.

**2.04.** A training period may not exceed 1 000 hours nor extend over a period of more than 12 consecutive months.

**2.05.** The Bureau’s decision to oblige a land surveyor to serve a training period must specify the objectives, duration and the terms and conditions of that training period.

**2.06.** The Bureau shall determine the place where and time when the training period must be held and, where necessary, shall designate one or several tutors.

**2.07.** A tutor must submit a report to the Bureau within 10 days after completion of his mandate, stating, with reasons in support thereof, whether the trainee acted while under his supervision in conformity with the objectives and the terms and conditions determined by the Bureau.

**2.08.** The trainee or his tutor may be required to submit additional reports to the Bureau on the dates determined by the latter.

**2.09.** The tutor must also send the trainee a copy of the report pursuant to section 2.07 or 2.08 at the same time as he sends it to the Bureau.

**2.10.** After study of each of the reports required in virtue of sections 2.07 and 2.08, the Bureau shall decide, within 20 days after completion of the training period, whether it is in conformity with the objectives and the terms and conditions it has determined.

### **DIVISION III**

#### **LIMITATION OF PROFESSIONAL ACTIVITIES**

**3.01.** The Bureau may, if it so deems necessary for the protection of the public, limit the trainee's right to practise during all or part of the training period, in particular in one or several of the following ways :

(a) by determining when and where he is authorized or he is not authorized to practise ;

(b) by determining the professional acts which he is authorized or he is not authorized to perform ;

(c) by requiring that the professional acts that he is authorized to perform, or certain of them, be performed under the supervision of another land surveyor or group of land surveyors.

**3.02.** The Bureau's decision to limit a trainee land surveyor's right to practise must be transmitted to his employer, where applicable.

### **DIVISION IV**

#### **DECISIONS OF THE BUREAU**

**4.01.** Before prescribing a training period or limiting a trainee's right to practise, the Bureau must give the trainee the opportunity to be heard. To that end, the Bureau must give the trainee a written notice of at least 5 days of the date of the hearing.

**4.02.** The reasons for a decision prescribing a training period, limiting a trainee's right to practise, or ruling on the validity of a completed training period, must be given in writing and transmitted to the trainee in question by service in accordance with the Code of Civil Procedure (R.S.Q., c. C-25) or by registered or certified mail.

**4.03.** The Bureau's decision prescribing a training period or limiting a trainee's right to practise shall take effect 30 days after being sent to or served on the latter.

**4.04.** During the training period, the Bureau may, upon a duly reasoned request by the trainee and communicated to his tutor, reduce the duration and requirements of the training period, and, where applicable, reduce the conditions of limitation of the trainee's right to practise.

**4.05.** A land surveyor must comply with every decision of the Bureau rendered in accordance with this Regulation.



c. A-23, r.17

## Tariff of fees of land surveyors

Land Surveyors Act  
(R.S.Q., c. A-23)

Professional Code  
(R.S.Q., c. C-26)

### §1. General provisions

**1.1. Factors used in establishing fees :** For studying the fees prescribed by this Tariff, the following factors have been taken into consideration :

- (a) the obligation of assuring the public competent services ;
- (b) the time required to perform certain works for which the operations can be entrusted to specialized employees, and those employees' wages ;
- (c) the fringe benefits ;
- (d) the overhead expenses of a land surveyor's office ;
- (e) the obligation of carrying out land surveys with an accuracy dictated by the nature of the survey and the value of the land surveyed ;
- (f) the proficiency of land surveyor in executing highly specialized surveys ;
- (g) the keeping of records and files ;
- (h) the normal fees that a land surveyor in private practice has a right to expect from his activity, in order to provide first for his living and that of his family, and then for proper retirement ;
- (i) the professional responsibility of the land surveyor.

**1.2. Economic conditions which govern the fees prescribed by this Tariff :** The fees prescribed by this Tariff are governed by the economic conditions existing on 1 January 1972, and are linked to the consumer price index for the city of Québec during the month of December 1971 (105,6).

**1.3. Compulsory character of the Tariff :** Each member of the Ordre des arpenteurs-géomètres du Québec must apply the present Tariff, even when answering requests for tenders by private parties or public bodies. This Tariff having been established for a just remuneration of works cor-

rectly executed according to the rules of the profession, any rebate could only be detrimental to the quality of the work, and, consequently, detrimental to the client and to public interest in general.

**1.4. Work carried out for the Gouvernement du Québec :** All work carried out for the Gouvernement du Québec shall be remunerated according to the fees established prior thereto, provided that such fees be established by a land surveyor in accordance with Subdivisions 2, 3, 5, 11 and 14.

**1.5. Publication of this Tariff :** A copy of this Tariff is available to the interested public in every land surveyor's office and in any other place determined by law.

## DIVISION I GENERAL RATES

### §2. Professional fees

**2.1.** The professional fee of land surveyor for any professional act, consultation attendance, supervision, travel, expert investigation etc., is fixed at a minimum of 30 \$ per hour. The hourly rate of a land surveyor who is an employer, based on a minimum 6-hour day, is 25 \$.

### §3. Technical personnel

**3.1.** Over and above the professional fees specified in section 2.1, the land surveyor collects :

(a) the reimbursement of the salary cost of wages paid to employees during a survey, plus 150% of this cost. Exemption is made for employees specified in paragraph b.

An employee's hourly salary cost is established by multiplying by 1,2 his hourly gross salary. The hourly salary cost can also be established as follows :

i. for a working week of 37,5 hours :  
hourly salary cost =  $\frac{\text{gross annual salary}}{1625}$

ii. for a working week of 40 hours :  
hourly salary cost =  $\frac{\text{gross annual salary}}{1733}$

(b) reimbursement of the salary paid, plus 50%, to every non-permanent employee who is supernumary to a regular technical crew composed of 3 members ;

(c) the reimbursement of all disbursements and expenses incurred for the account of the client.

### **3.2. Explanatory notes to section 3.1 :**

(1) The gross salary is the remuneration paid to the employee before deductions. It does not include the portion of fringe benefits paid by the employer.

(2) The difference between the gross salary and the salary cost is the difference between the time paid to the employee and the time that can be charged to the client, either because of vacations, holidays and paid sick leaves or because of the particular nature of the profession. This difference must be paid by the employer in order to keep specialized personnel, and shall derive principally from :

(a) adverse climatic conditions : cold, snow, rain and wind ;

(b) short daylight hours during winter ;

(c) the forced time of inactivity of the technical aides, time spent in the office by their crew chiefs for the immediate preparation of the field work ;

(d) or the collation of survey notes ;

(e) or the examination with the land surveyor of any survey problem requiring his decision and arising during the course of a survey ;

(f) or any research which they sometimes have to do themselves, due to the urgency of the work, the distance from the office, or when the need for this research does not arise during the field work.

(3) The administration expenses and land surveyor's fee, fixed at 150% of the salary cost, include :

(a) all the general costs of a land surveyor's office : rent, electricity, telephone, mailing, office furniture, renewal and upkeep of material, capital expenditures, bad debts, financing, various taxes, insurance, depreciation, accounting, upkeep and maintenance of the records, legal fees, subscriptions, and other similar costs ;

(b) all expenses relative to employees : that part of the fringe benefits paid by the employer including unemployment insurance, the Québec Pension Plan, the Commission des normes du travail payments, group insurance plans (life, accident, sickness, salary, pension), the Québec Health Insurance Plan and contributions to the Commission de la santé et de la sécurité du travail ;

(c) clerical expenses (salary of secretary(ies) not chargeable to the client in particular) ;

(d) that part of 150% which the land surveyor's fee represents for time spent in managing the office, such fee not being chargeable to the client.

### **§4. Supplementary fees**

#### **4.1. General observations :**

(1) Over and above the fees and reimbursements provided for in Subdivisions 2, 3 and 5, and the specific fees provided for in Subdivisions 7 to 10, the minimum fees of the land surveyor include as a supplement the fees specified in sections 4.2 to 4.4, for field survey works carried out on properties or constructions of high value, taking into account the proximity of said constructions to the minimum observable setback lines.

(2) The supplementary fees calculated according to sections 4.2 to 4.4 are reduced by 50% if the emplacement in question has been the object of a duly registered boundary determination, so long as the boundary markers still exist on the field.

(3) During construction, or when one or more of the provisions of Subdivision 4 are applicable, the same land surveyor is allowed to charge only once the possible maximum of supplementary fees ; if need be, the supplementary fees already charged by virtue of one of the provisions of sections 4.2 to 4.4 must be deducted from the maximum supplementary fees finally charged.

#### **4.2. Category A : Supplementary fees for a vacant emplacement :**

(1) **Conditions of application :** This section applies to any field survey work carried out on a vacant emplacement, the market value of which is 2,50 \$ or more per square foot and over which no construction is immediately proposed.

(2) **Basic value :** The basic value used for this section is equal to the excess of the market value of the emplacement over 2,50 \$ per square foot.

(3) **Tariff :**

(a) 8 \$ per 1 000 \$ of basic value up to 10 000 \$ basic value ;

(b) plus 4 \$ per 1 000 \$ of basic value for the excess up to 20 000 \$ basic value ;

(c) plus 2 \$ per 1 000 \$ of basic value for the excess up to 30 000 \$ basic value ;

(d) plus 1 \$ per 1 000 \$ of basic value for the excess up to 40 000 \$ basic value ;

(e) plus 0,50 \$ per 1 000 \$ of basic value for the excess over and above 40 000 \$ basic value.

#### **4.3. Category B : Supplementary fees for any structure other than a building :**

(1) **Conditions of application :** This section applies to any structure of high value other than a building, when the field survey work consists in the establishment of reference markers or of reference axis, or in checking the site of the structure with respect to such markers or axis.

(2) **Basic value :** The basic value used for this section is the contract value of the structure when completed.

(3) **Tariff :**

(a) 2,40 \$ per 1 000 \$ of basic value up to 100 000 \$ basic value ;

(b) plus 1,20 \$ per 1 000 \$ of basic value for the excess up to 200 000 \$ basic value ;

(c) plus 0,60 \$ per 1 000 \$ of basic value for the excess up to 300 000 \$ basic value ;

(d) plus 0,30 \$ per 1 000 \$ of basic value for the excess up to 400 000 \$ basic value ;

(e) plus 0,15 \$ per 1 000 \$ of basic value for the excess over and above 400 000 \$ basic value.

#### **4.4. Categories C to F : Supplementary fees for a vacant emplacement when construction is immediately contemplated, under way or completed :**

(1) **Conditions of application :** This section applies :

(a) to the vacant emplacement when the field survey work consists in setting markers to be used directly for the immediate construction of a building, the value of which once completed is 50 000 \$ or more, whether these markers determine the property limits or building site reference points or axis ; or

(b) to the emplacement built or under construction, when the value of the building once completed is or shall be 50 000 \$ or more.

(2) **Basic value :** The basic value used in this section is the total market value of the emplacement and of the buildings once completed, reduced by 50 000 \$.

(3) **Tariff norms :** The supplementary fees specified in this section are a function of the position of the building, existing or proposed, on the emplacement with respect to minimum setback lines fixed by any law, by-law or deed. A minimum setback line for the purposes of this section is :

(a) any front, side or rear minimum setback line required for the building, including the basement, and including the minimum distances required for openings or projections. Failing any other minimum setback line, the limits of the emplacement are considered as such.

According to the distance existing between the building and the required minimum setback lines, the rates are divided into 4 categories :

i. category C : if all the parts of the building are at more than 15 feet from the required minimum setback lines ;

ii. category D : if the parts of the building nearer to the required minimum setback lines are placed between 5 and 15 feet from the said lines ;

iii. categories E : if less than  $\frac{3}{4}$  of the overall building perimeter is at less than 5 feet from the required minimum setback lines ;

iv. category F : if  $\frac{3}{4}$  of the overall building perimeter is at less than 5 feet from the required minimum setback lines ;

(b) any maximum height or depth allowed for a building, when fixed by an elevation or a dimension.

(4) **Tariff rates with respect to the minimum required setback lines, front, side or rear :**

*Basic value of the immovable (market value less 50 000 \$) :*

*Supplementary fees per 1 000 \$ of basic value*

	Category C	Category D	Category E	Category F
a) up to 100 000 \$ :	1,20 \$	1,50 \$	1,80 \$	2,10 \$
b) for the excess up to 150 000 \$ :	0,90 \$	1,20 \$	1,50 \$	1,80 \$
c) for the excess up to 200 000 \$ :	0,60 \$	0,90 \$	1,20 \$	1,50 \$
d) for the excess up to 250 000 \$ :	0,45 \$	0,60 \$	0,90 \$	1,20 \$
e) for the excess up to 1 000 000 \$ :	0,30 \$	0,45 \$	0,60 \$	0,90 \$
f) for the excess over and above 1 000 000 \$ :	0,15 \$	0,30 \$	0,45 \$	0,60 \$

(5) **Tariff rates with respect to maximum allowable height or depth :** Supplementary fees apply if the building is at 5 feet or less from the maximum allowable height or depth. The fees are 0,20 \$ per 1 000 \$ of basic value, with a minimum supplementary fee of 50 \$.

#### §5. *Special electronic instruments*

##### **5.1. Distance, angle or azimuth measuring instruments :**

(a) instruments : minimum tariff : an hourly rate of  $\frac{1}{4}$  of 1% of the purchase price of the instrument when new. The time charged is the time of the actual use of the instrument, with a minimum of one hour ;

(b) operators : the fees are those stipulated in paragraph a of section 3.1. The time payable is computed from the time of departure from the office until the time of return thereto.

##### **5.2. Electronic computers, programmable desk calculators and their personnel :**

(1) **Minimal definition :** Is considered a computer in this section, any electronic instrument using programs that can at least solve in one sequence a figure of plane geometry (for instance : solve all the elements of a triangle). This definition generally includes programmable desk calculators.

##### (2) **Tariff norms :**

(a) the rates for computer use are calculated differently if the land surveyor owns or rents a computer placed in his office, or if he subscribes to the services of a central computer situated outside of his office, to which he can be connected or not by an auxiliary unit situated within his office ;

(b) the rates are based on the computer time, defined as being the time during which the computer proceeds to calculations. This time is generally calculated automatically by the computer, except for simple computers where the operator must proceed himself to this calculation ;

(c) to be invoiced separately according to paragraph a of section 3.1 is all the time spent for the logical preparation of data, for any attendance assuring the intercommunication with an outside computer, for feeding the computer, for checking the results, for their collation and their drafting.

##### **5.2.3. Tariff — Computer :**

(1) **The land surveyor owns a computer and (or) peripheral units :** Minimum hourly tariff :  $25 \times \log K$  dollars, where K represents the cost when new, of the computer and (or) peripheral units, divided by 1 000.

Operator(s) time is in supplement according to paragraph c of subsection 2 of section 5.2.

(2) **The land surveyor rents a computer and (or) peripheral units :** Minimum hourly tariff :  $25 \times \log (4L)$  dollars, where L represents the minimum fixed monthly rental of the computer and (or) peripheral units divided by 100.

Operator(s) time is in supplement according to paragraph c of subsection 2 of section 5.2.

(3) **The land surveyor rents the services of an outside computer :** The minimum tariff is equal to twice the cost of the service, plus the time of the person(s) assuring the intercommunication with the computer, according to paragraph c of subsection 2 of section 5.2. If a console or any other peripheral unit located in the office of the land surveyor permits an easier access to the outside rented computer, those units are tarified according to this subsection

or according to subsection 2, depending upon the payment stipulations included in the agreement between the land surveyor and the owner of those units.

(4) **Material transformation of data to permit reading by the computer :** The fees and reimbursements for the material transformation of data to permit reading by the computer (for instance : card punching), whether this work is done in the office or outside and including the operator's salary, are the commercial prices for this type of work, plus 10%. To be invoiced separately is the logical preparation of data instructing the computer what sequence to use in the solution of problems, items covered by paragraph c of subsection 2 of section 5.2.

## DIVISION II SPECIFIC WORKS

### §6. *Application limit*

**6.1.** In the case of certain specific works exclusively limited to those described in Subdivisions 7 to 16, the minimum fees stipulated in those Subdivisions apply, but only if those fees surpass the total amount of fees and reimbursements calculated according to Subdivisions 2, 3 and 5 of the general rates.

### §7. *Staking*

**7.1. Definition :** A staking is the material expression of a land surveyor's opinion upon the position of property limits. Depending upon his mandate, this may require one or more of the following operations :

- (a) study of titles ;
- (b) search at the cadastral office ;
- (c) study of previous surveys and other sources of information ;
- (d) field survey of the general area and comparison of the measured occupation to the dimensions indicated by the titles, by the cadastre, and by the measurements shown on previous survey documents ;
- (e) final measurements and setting of markers ;
- (f) deposit and conservation in the land surveyor's records of survey notes and documents used.

**N.B.** If necessary, a plan or written report may accompany the staking.

**7.2. Fees — Staking :** The following minimum fees are subject to Subdivision 6. When applicable, the supplementary fees specified in Subdivision 4 must be added :

- (a) for an isolated emplacement :
  - i. study of titles and search, minimum 35 \$ ;
  - ii. establishment of property limits, setting of markers, minimum 100 \$ ;
- (b) for more than one emplacement in the same project, when done at the same time :
  - i. study of titles and search, minimum 35 \$ ;
  - ii. establishment of property limits, setting of markers, minimum 55 \$ per emplacement ;
- (c) plan or written report of the staking : in addition to the above, and charged according to the general rates.

### §8. *Staking of the position of structures*

**8.1. Definition :** The staking of the position of structures is the total of all the operations executed by a land surveyor in order to establish on the ground, from data shown on a plan and by stakes or other markers, the horizontal position of the corner angles of a construction layout, whether that proposed construction is a single, double, or multi-family house, or any other type of building or structure.

**8.2. Fees for staking the position of structures :** The following minimum fees are subject to Subdivision 6. When applicable, the supplementary fees specified in Subdivision 4 must be added :

#### (1) **Staking the position of single or double-family houses on isolated emplacements :**

- (a) on an emplacement previously staked, minimum 40 \$ ;
- (b) on an emplacement not staked, minimum 30 \$ per house plus the fees for staking the emplacement provided for in section 7.2, whether the staking of the emplacement does or does not form part of the land surveyor's mandate.

#### (2) **Staking the position of contiguous houses (semi-detached, or row-housing etc.) :**

- (a) for each group of detached buildings, a minimum of 40 \$ plus 20 \$ per common wall erected between 2 properties ;
- (b) on any emplacement not staked, paragraph a above applies plus the fees for the staking provided for in section 7.2, whether the staking does or does not form part of the land surveyor's mandate.

#### (3) **For all other stakings of the position of structures :** The general rates prevail.



### §9. Certificate of location

**9.1. Definition :** A certificate of location is a document prepared by a land surveyor, accompanied by a plan signed by him, and giving his opinion as to the situation and condition of an immovable with respect to the titles, the cadastre and to certain laws and by-laws which may affect it.

A certificate of location cannot be issued against a property unless the property limits have been established by the land surveyor, except if the said property is already defined by existing markers.

If no markers exist, the fees for determining the property limits will be added to the fees for the certificate of location as provided for in paragraph *b* of section 9.2.1 and paragraph 2 of section 9.2.2, whether are set or not.

The certificate of location generally contains the following :

(a) the date of the survey executed by the land surveyor ;

(b) reference to the cadastre, or in its absence to the primitive plan ; by express mandate, reference to the titles ;

(c) summary description of the emplacement according to the observed occupation, mention of its agreement or disagreement with the cadastre and titles if necessary ;

(d) summary description of the building or buildings, position of the building(s) with respect to the property limits, and if need be, mention of the stage of the construction work ;

(e) reference to the compliance with municipal by-laws with regard to structure type and position ;

(f) reference to the compliance with certain provincial health by-laws relating to dwellings in general ;

(g) reference to the compliance with articles 533 to 538 of the Civil Code governing openings and views ;

(h) observations with respect to common walls ;

(i) observations with respect to the existence or absence of homologated lines ;

(j) mention and description of apparent servitudes and of observed encroachments ;

(k) opinion upon the position of the property limits and the necessity of a boundary delimitation ;

(l) reference to the plan accompanying the certificate of location. This plan, to a convenient scale and properly

oriented, identifies the emplacement and its cadastral meets and bounds, situates and identifies the structures on the emplacement, identifies the streets by name and cadastral number, shows the civic numbers if any and identifies the municipality ;

(m) deposit and conservation of the certificate, plan, notes and documents used in the land surveyor's records.

**9.2. Fees – Certificate of location :** The following minimum fees are subject to Subdivision 6. When applicable, the supplementary fees specified in Subdivision 4 must be added.

#### 9.2.1. Isolated case :

(a) on an emplacement which has obviously been surveyed previously, according to its occupation : study of titles, search at the cadastral office and the municipality, survey of property, checking property limits without setting markers, calculations, preparation of plan and report, minimum 150 \$.

Follows however the tariff of paragraph 1 of section 9.2.2, the isolated certificate of location prepared by the land surveyor on a property of which he knows exactly the limits, because of previous surveys done by himself, and during which he has positioned their limits by offsets to permanent points still existing alongside the said limits ;

(b) on any emplacement which previously never has been the object of a specific survey(s) : whether the staking does or does not form part of the land surveyor's mandate and whether stakes are set or not : study of titles, search at the cadastral office and the municipality, survey of the property, determination of the property limits during the same attendance, calculations and preparation of plan and report, minimum 190 \$.

**9.2.2. For houses under construction in a residential project under intensive development :**

##### (1) On an emplacement previously staked :

(a) study of titles, search at the cadastral office and the municipality, minimum 35 \$ ;

##### (b) certificate of location :

i. isolated houses, minimum 90 \$ per certificate and per house ;

ii. contiguous houses (semi-detached or row-housing etc.), minimum 80 \$ per certificate and per house ;

(2) **On any emplacement not staked :** whether the staking does or does not form part of the land surveyor's mandate and whether stakes are set or not, the fees of para-

graph 1 apply plus a minimum of 55 \$ per emplacement for determining limits.

#### *§10. Renewal of a certificate of location*

**10.1. Definition :** This is a document prepared by a land surveyor to bring up-to-date a certificate of location which was previously prepared by the same land surveyor.

The renewal of a certificate of location necessitates a site visit and all necessary additional searches.

#### **10.2. Fees — Renewal of a certificate of location :**

(a) without modification to the terms of the existing certificate of location, minimum 75 \$ per emplacement plus the supplementary fees of Subdivision 4 if applicable ;

(b) if there are modifications, Subdivision 9 applies.

#### *§11. Parcelling into emplacements*

##### **11.1. Preliminary study and parcelling into emplacements :**

(1) **Preliminary study :** The preliminary study can include, among other things, the planimetric and topographic survey of the territory to be parcelled, the establishment of the property lines and their bornage if necessary, study of the titles and all other searches necessary to the survey.

(2) **Reference to astronomic azimuth :** Reference to astronomic azimuth may be required for future cadastral division(s). It may be established :

(a) by tying-in to an existing line situated in the vicinity, the astronomic azimuth of which is known ;

(b) by an astronomic observation performed specially for the work under way.

(3) **Parcelling into emplacements :** The parcelling into emplacements is the group of operations required to divide a given territory into parcels complying with previously established standards. It may include, among other things, the study of any regulations governing said parcelling out and any ancillary negotiations, the preparation of preliminary layouts and the calculations necessary for the preparation of undeposited dimensioned plans, excluding the calculations of the final plan used for cadastral deposit.

(4) **Fees — Preliminary study, reference to astronomic azimuth and parcelling into emplacements :** These fees are established in accordance with the general rates. If, because of climatic conditions, a separate trip is made to the site for the special purpose of making an astronomic ob-

servation only, the land surveyor charges a minimum of 50 \$, plus 0,50 \$ per mile travelled, which includes the operators' salaries.

#### **11.2. Cadastral division**

(1) **Definition :** Cadastral division is the group of operations which generally terminate in the official deposit of the parcelling-up plan for cadastral identification with the Ministère de l'Énergie et des Ressources and with the office of the registry division concerned.

Cadastral division is :

(a) the addition by which a certain extent of land is given a distinctive official original number on the official original cadastral plan. This extent of land may not have been previously numbered, or may have been numbered differently ;

(b) the subdivision by which one or more lots, already deposited, are partially or totally parcelled up ;

(c) the redivision by which one or many subdivided lots previously deposited, are cancelled either partially or completely and replaced by others.

**N.B.** These operations comprise the calculation of the final plan, the preparation of the plans and books of reference, securing all approvals and documents necessary for the final transmission and official deposit.

(2) **Fees — Cadastral division :** Calculation of final plan preparation of the plans and books of reference, final approval by competent authorities and (or) transmission for official deposit ; and when required by the Ministère de l'Énergie et des Ressources, calculation and inscription of astronomical azimuths.

(a) **Basic tariff :** To the tariff of this paragraph, it is compulsory to add supplementary fees established in accordance with paragraph b of subsection 2 :

i. subdivision or addition : first distinctive cadastral number :

— without the inscription of astronomical azimuths, minimum 100 \$ ;

— with the inscription of astronomical azimuths, minimum 125 \$ ;

ii. redivision : first distinctive cadastral number :

— without the inscription of astronomical azimuths, minimum 125 \$ ;

— with the inscription of astronomical azimuths, minimum 150 \$ ;

iii. addition, subdivision or redivision of each subsequent cadastral number shown on the same plan, minimum 30 \$ per additional number.

**(b) Supplementary tariff (ABU) :**

i. tariff for each area-base unit (ABU), minimum 2 \$ per ABU. The number of ABU's is determined separately for each cadastral number deposited ;

ii. determination of the number of Area-base units (ABU) : the contents of the ABU is a function of the market value of the land. To obtain the number of ABU's contained in the area of a cadastral number, the squarefootage of that cadastral number is divided by the contents of the ABU shown in the table below, corresponding to the market value of the land per square foot :

<i>Market value of the land per square foot</i>	<i>Contents of ABU</i>
1/8 ¢ and less	2 000 000 sq. ft.
1/7 ¢ to 1/4 ¢	700 000 sq. ft.
3/8 ¢ to 1/2 ¢	300 000 sq. ft.
5/8 ¢ to 1 ¢	120 000 sq. ft.
1¼ ¢ to 2 ¢	50 000 sq. ft.
2¼ ¢ to 5 ¢	20 000 sq. ft.
5¼ ¢ to 10 ¢	10 000 sq. ft.
10¼ ¢ to 20 ¢	8 000 sq. ft.
0,21 to 0,40 \$	6 000 sq. ft.
0,41 to 0,50 \$	4 000 sq. ft.
0,51 to 0,60 \$	3 000 sq. ft.
0,61 to 1,00 \$	2 000 sq. ft.
1,01 to 2,00 \$	1 500 sq. ft.
2,01 to 3,00 \$	1 200 sq. ft.
3,01 to 5,00 \$	1 000 sq. ft.
5,01 to 6,00 \$	800 sq. ft.
6,01 to 8,00 \$	600 sq. ft.
8,01 to 10,00 \$	500 sq. ft.
10,01 to 15,00 \$	400 sq. ft.
15,01 to 25,00 \$	350 sq. ft.
25,01 \$ and more	300 sq. ft.

**11.3. Cadastral divisions for condominium purposes :**

(1) **Definition** : The cadastral division for condominium purposes is prepared to register a declaration of co-ownership in virtue of articles 441*b* to 442*p* of the Civil Code.

(2) **Fees — Cadastral division for condominium purposes** : Because of the complexity of the work involved, these professional services cannot, in any case, be undertaken at a fixed fee and are governed solely by the general rates.

**§12. Homologation and expropriation**

**12.1. Definitions :**

(1) **Homologation** : Homologation is the approval by judicial authority of certain plans prepared by virtue of the Cities and Towns Act (R.S.Q., c. C-19) in view of restricting all constructions or renovations on parcels of land which are to be expropriated.

(2) **Expropriation** : It is the forced sale under the authority of law of an immoveable property required for public use.

**12.2. Role of the land surveyor :**

(1) **Homologation** : The land surveyor undertakes all works necessary for the preparation of the homologation plans and prepares their corresponding technical descriptions.

(2) **Expropriation** : The land surveyor undertakes all works necessary for the preparation of general expropriation plans, prepares the individual parcel plans drawn out of the general plan and the corresponding technical descriptions.

**12.3. Fees — Homologation and expropriation :**

(1) **General plan** : The fees for any work necessary including study of titles, searches at the registry office. Field-surveys, calculations, drafting, setting of markers, and so on are established according to the general rates of this Tariff.

(2) **Parcel plans and technical descriptions (without field work)** : If parcels shown on a same plan belong to different proprietors, this plan is therefore considered to be as many parcel plans as there are proprietors :

(a) minimum 50 \$ per parcel plan including the technical description of the first parcel of land ;

(b) minimum 15 \$ for the technical description of each additional parcel shown on the same parcel plan.

**§13. Cadastral compilation**

**13.1. Definition** : Plan or series of plan representing a given territory, showing all the information shown on the official cadastral plan and in the book of reference for this territory, including subdivisions, redivisions and their modifications.

A cadastral compilation is assembled in a volume containing the various plans together with a key or index plan facilitating the reference to the pages.

The land surveyor keeps the original of the cadastral compilation and cannot sell or deliver copies thereof on transparent material.

### **13.2. Fees — Cadastral compilation :**

#### **(1) Preparation of the cadastral compilation plan :**

(a) for the preparation of a cadastral compilation (whole numbers only), whether the document comprises only one plan or a series of plans, the minimum compulsory fees demanded are based on the number of cadastral lots (original lots and subdivision lots) as follows :

- i. 3 \$ per cadastral number for the first 5 000 numbers ;
- ii. plus 2 \$ per cadastral number for those in excess of 5 000 numbers up to 10 000 numbers ;
- iii. plus 1 \$ per cadastral number for those in excess of 10 000 numbers ;

(b) any measurement or any other method whatever used to secure the field exactness of a base or control plan is excluded and must be invoiced separately according to the general rates ;

(c) the compilation of parts of lots is prepared according to the general rates.

#### **(2) Updating of compilation plan or plans :**

New cadastral numbers, minimum 3 \$ per number ; corrected cadastral numbers, partially cancelled or totally cancelled numbers, minimum 3 \$ per number.

### **§14. Revision or updating of a cadastre**

**14.1. Definition :** It consists in the various surveying operations intended to compensate for the absence of a systematic updating of a cadastre, thus facilitating its role as a basic instrument for the registration of property mutations and real rights therein, particularly in urban regions.

### **14.2. Fees — Revision or updating of a cadastre :**

(a) field operations : per lot of a maximum area of about 1 acre : search the cadastre office, survey and establishments of limits on a plan, without any staking : 35 \$.

For lots exceeding well over the minimum of one acre, the fees are according to the general rates ;

(b) descriptions and cadastral division, according to the specific rates.

### **§15. Certificate of cadastral origin — Certificate of civic identification**

#### **15.1. Definitions :**

(1) The certificate of cadastral origin is prepared by the land surveyor to establish the correspondence between a cadastral plan in force and one or more cancelled cadastral plans covering the same extent of land.

(2) The certificate of civic identification is prepared by the land surveyor to complete a certificate of location issued before the allocation of a civic number or when the civic number of the name of the street have been changed subsequently.

**15.2. Fees — Certificate of cadastral origin :** Minimum 15 \$ for each comparison between plans 2 by 2 ; the time spent for research is supplementary and tarified according to the general rates, as well as any plan prepared for this certificate.

**15.3. Fees — Certificate of civic identification :** Minimum 25 \$ for the first certificate of civic identification, plus 5 \$ for each additional certificate of civic identification, when the verification is done at the same time and when the houses are contiguous.

### **§16. Technical description**

**16.1. Definition :** It is the literal expression, signed by a land surveyor, of the survey of a parcel of land situating the said parcel, and allowing the reconstitution of its metes and bounds and of its dimensions. It is accompanied by a plan, duly signed, on which the successive details of the description can be followed.

**16.2. Fees — Technical description :** For the preparation of any technical description, minimum of 30 \$ for the first parcel described, and 15 \$ per additional parcel described in the same document. The plan accompanying the technical description is invoiced separately according to the general rates.

## **DIVISION III DETERMINATION OF BOUNDARIES AND COURT APPEARANCE**

### *§17. Determination of boundaries*

#### **17.1. Explanatory note :**

(1) The Code of Civil Procedure (R.S.Q., c. C-25) stipulates, in article 762, that every owner who wishes, in accordance with article 504 of the Civil Code, to compel his neighbour to have the boundaries determined, to verify ancient boundaries or to rectify the division line between their contiguous immoveables, must first put him in default to consent to do so and to agree upon a land surveyor to carry out the necessary operations. The said article determines the content of the notice of putting in default, and the time allowed for the reply.

(2) If there is an agreement on the demand to have the boundaries determined or reconstituted and on the choice of a land surveyor, the latter proceeds in accordance with article 763 of the Code of Civil Procedure. Under his oath of office and in the same manner as an expert, he visits the site, studies the titles, hears the parties and their witnesses, carries on all necessary survey operations, prepares a plan of the site on which he indicates the claims of the parties, submits to the latter a report of his operations showing the division line which appears to him to be fair.

The first part of the land surveyor's work is then completed.

(3) If the parties accept the conclusions of the land surveyor's report, the latter then proceeds to mark out the boundaries. He draws up the minutes of such operation, which have to be signed by the parties in his presence, then signed by himself and has it registered at the proper division registry office. The preliminary report submitted to the parties may be included with the minutes of such marking out of boundaries.

(4) If one of the parties does not accept the conclusions of the land surveyor's report, the determination of boundaries is carried out in accordance with articles 765 to 767 of the Code of Civil Procedure.

#### **17.2. Various aspects of the determination of boundaries :**

(1) A determination of boundaries may be spontaneously made by mutual consent, without a previous notice of putting in default, without a convocation notice. In such case, the land surveyor proceeds to mark out the boundaries, draws up the minutes of his operations, which have to be signed by the parties, by himself and registered. Such a procedure requires that the land surveyor be sure to include in the minutes a renunciation of the parties to the notice of putting in default and to the notice prescribed by law.

(2) The determination of boundaries may also be made out of court, without being spontaneous. In such a case, the plaintiff decides to exercise the right of putting in default and accept the results thereof.

(3) A determination of boundaries may be brought before the court immediately at the beginning, if the party to whom it is demanded refuses to accept the determination of boundaries ; it may also be brought before the court during its progress, if one of the parties refuses the conclusions of the land surveyor's report.

**17.3. Fees — Determination of boundaries :** The costs of determining boundaries are apportioned in accordance with article 768 of the Code of Civil Procedure.

The fees of the land surveyor are established according to the general rates, and, before undertaking the work, the land surveyor may require that a partial payment of the estimated costs be made as a guarantee.

However, when the determination of boundaries is agreed to by the parties, entered in the minutes of the determination of boundaries, the land surveyor is entitled to a minimum fee of 125 \$ for the drawing up of such minutes and of the plan annexed thereto, and for the signature by the parties of the said documents and their registration, in addition to other fees to which he may be entitled for other professional services rendered during the determination of boundaries.

### *§18. Court appearance and attendance of the land surveyor as a witness or arbitrator*

**18.1.** For every appearance or attendance as a witness before the court or elsewhere in his capacity as a land surveyor, whether or not as an expert or as an arbitrator, the land surveyor is entitled to 75 \$ per hearing or sitting, plus disbursements.

Such fees and disbursements, once the part taxed judicial costs by the court is deducted, are recoverable from the party who requested the appearance, or the attendance as witness or arbitrator.

Any attendance or additional professional work resulting from a court appearance is also recoverable from the said party. In such case, the land surveyor is entitled to the fees prescribed in the general rates of this Tariff.

### *§19. Survey work relating to land evaluation*

**19.1. Nature of such professional work :** This professional work may include :

(a) cadastral or deed compilation plans ;

(b) deed compilation reports relating to the dimensions, areas, boundaries, and any other required information ;

- (c) technical descriptions with plans annexed thereto ;
- (d) plans showing the relation between the occupation, the deeds and the cadastre.

**19.2. Fees — Survey work relating to land evaluation :** Fees respecting the survey work relating to land evaluation are established in accordance with the general rates, unless they are included in the work covered by Division II (Specific works).

*§20. Copies of plans and documents - certification*

**20.1. General principles :** So many modifications and revisions are made to survey documents, that with modern means of reproduction, several outdated documents are in circulation and may be used erroneously for legal or judicial purposes.

In order to protect the public within the means at its disposal, the corporation requires that every certified true copy of a document or extract thereof bear the date of its issue, the seal, be certified by the affixing of the land surveyor's signature on the copy itself, in addition to that which may appear by reproduction.

Every other copy in circulation constitutes a copy issued for purposes of surveys and has no other value to the Order than as a work document.

Also in order to protect the public, every copy on transparent material may not be a certified true copy.

**20.2. Copies issued during the carrying out of a professional service mandate :**

(1) Except for a determination of boundaries, upon the issuance of copies resulting from the carrying out of a professional services mandate in progress, the first copy of a document or of the plan is certified true, and a tariff may not be established for the said copy.

In addition, 2 copies are issued when required for survey purposes, without additional cost, during the carrying out of a professional services mandate.

(2) For every report or plan relating to the determination of boundaries (valuation, minutes), each copy issued is subject to a tariff, in accordance with sections 20.3 and 20.4, even when a professional services mandate is being carried out.

**20.3. Fees — Certification :** For the certification of each copy of every document or every extract thereof pre-

pared by himself or another land surveyor whose records he keeps, the land surveyor receives a fee of 15 \$.

**20.4. Fees — Material preparation of copies :** For the material preparation of copies, the land surveyor receives 3 times the costs and disbursements incurred for the keeping of the original document, the handling, the preparation and the sending of the copy(ies) with a minimum charge of 5 \$. Any certification of such copy is additional.

**20.5. Fees — Copies on transparent material :** For the issuance of each copy on transparent material, the minimum fee is 10 \$ plus twice the commercial cost for printing transparent material, plus 10 times the commercial cost for printing a non transparent copy from the same document.

**DIVISION IV  
FINAL PROVISION**

*§21. Duration*

**21.1.** This Tariff of fees is in force until 1 January 1984.

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O.C. 590-73, (1973) 105 O.G. II, 427  
O.C. 2630-76, (1976) 108 O.G.II, 5343  
O.C. 3484-81, (1981) 113 G.O.II, 4128



c. A-23, r.18

**Regulation dividing Québec into regions  
for the purposes of elections to the  
Bureau of the Ordre des arpenteurs-  
géomètres du Québec**

Land Surveyors Act  
(R.S.Q., c. A-23)

Professional Code  
(R.S.Q., c. C-26, s. 65)

**1.** In order to ensure adequate regional representation on the Bureau of the Ordre des arpenteurs-géomètres du Québec, Québec shall be divided into 2 regions :

- (a) the Eastern region ;
- (b) the Western region.

**2.** The Eastern region shall comprise regions 1, 2, 3 and 9, the territory of which is described in the Regulation dividing Québec into regions for the application of section 65 of the Professional Code (c. C-26, r.8).

The Western region shall comprise regions 4, 5, 6, 7, 8 and 10, the territory of which is described in the Regulation dividing Québec into regions for the application of section 65 of the Professional Code.

**3.** Five directors shall be elected to represent the Eastern region and 6 for the Western region.

**4.** A land surveyor shall vote in the region in which he principally practises his profession for the candidates of such region.



c. A-25, r.1

## **Regulation respecting the certificate of financial responsibility required under the Automobile Insurance Act**

Automobile Insurance Act  
(R.S.Q., c. A-25, ss. 102, 104, 105 and 196)

### **DIVISION I DEFINITIONS**

**1.** In this Regulation, unless otherwise indicated by the context, "Act" : means the Automobile Insurance Act (R.S.Q., c. A-25).

### **DIVISION II APPLICATION FOR CERTIFICATE OF FINANCIAL RESPONSIBILITY**

**2.** The application for a certificate of financial responsibility must be submitted by the applicant on the application form for a certificate of financial responsibility in Schedule A, contain all the information required thereon, be accompanied by the stipulated documents and be transmitted to the Fonds d'indemnisation.

The Fonds d'indemnisation may require any additional information and document which may be helpful in its evaluation. Also, the applicant must agree to allow the Fonds d'indemnisation to audit his books and financial statements at any time.

**3.** The applicant must prove that he has set up a process enabling prompt and efficient handling of any claim made following an accident.

**4.** The applicant must produce proof of financial responsibility in accordance with the criteria mentioned in Divisions III to V.

### **DIVISION III SURETY BOND**

**5.** If the applicant provides a bond of a corporation authorized to become a judicial surety, such bond must be valid for the duration of the registration period and may not be cancelled without written notice to the Fonds d'indemnisation. Cancellation shall take effect 30 days following receipt of such notice.

A bond must guarantee the payment of any final judgment rendered against the applicant following an accident occurring during the registration period up to 50 000 \$ per accident, plus the interest and judicial costs which shall not be computed in respect of an amount greater than such sum, as well as the faithful and complete carrying out of the obligation imposed upon the applicant under the Act.

The surety must be held responsible jointly and severally with the applicant.

The beneficiary of the bond must be the Minister of Finance.

### **DIVISION IV DEPOSITS**

**6.** If the applicant makes a deposit in cash or in bonds issued or guaranteed by Québec, the amount of the deposit may not be less :

(a) than 50 000 \$ for one automobile ;

(b) than 58 000 \$ plus 8 000 \$ per automobile beginning with the second for more than one but less than 16 automobiles ;

(c) than 170 000 \$ plus 2 400 \$ per automobile beginning with the sixteenth for 16 or more but less than 76 automobiles ;

(d) than 314 000 \$ plus 400 \$ per automobile beginning with the seventy-sixth for 76 automobiles or more.

Deposits in cash must be made by certified cheque payable to the Minister of Finance.

Bonds must be made payable to the bearer and their market value only shall be recognized.

**7.** The deposit is transmitted by the Fonds d'indemnisation to the Minister of Finance who keeps it in trust for such time as the holder possesses a certificate of financial responsibility, plus 2 years. If, following an accident which occurred while the certificate of financial responsibility was in effect, an action taken against the holder has not received a final judgment prior to the expiry of such additional period, the Minister of Finance shall keep the deposit in trust until a final judgment has been rendered.

**8.** The deposit must be used only to satisfy a final judgment rendered against a holder, following an accident which occurred while he was the holder of a certificate of



financial responsibility, and this to an amount of 50 000 \$ including interest and costs.

**9.** The deposit must be kept, at all times, at the amount fixed in accordance with this Division. If it is reduced, the certificate shall be withdrawn.

## **DIVISION V INSURANCE FUND**

**10.** A corporation which produces a certificate attesting that it maintains, in trust, an adequate separate insurance fund, must have been incorporated 3 years before the application.

**11.** The amount that must be contained in the separate insurance fund of the corporation shall be determined in accordance with :

- (a) the corporation's history of accidents over the 3 year period preceding the application, including the number of accidents and the paid, pending and expected claims ;
- (b) the number of automobile owned by the corporation ; and
- (c) the nature of the corporation's operation.

However, at the start of the registration period for which the certificate of financial responsibility is issued, the amount making up the separate insurance fund must not be less than 200 000 \$.

**12.** The separate insurance fund must be made up only of cash or bonds issued or guaranteed by the governments of Québec, Canada or another province, and only the market value of such bonds shall be recognized.

The amounts paid into this fund shall be used only to pay a claim arising from an accident which occurred while the applicant was the holder of a certificate of financial responsibility under this Division.

**13.** A holder who maintains a separate insurance fund must maintain it in Canada in a chartered bank, savings and credit union or trust company, or in another manner accepted by the Fonds d'indemnisation.

A holder must keep separate accounts showing in detail the operation of its account in trust. The holder must deposit in the separate insurance fund only the sums provided for that purpose, and must only disburse the latter in accordance with the conditions of the trust fund contract.

**14.** The separate insurance fund must be maintained throughout the duration of the registration period.

However, if the holder does not renew, in the manner prescribed in this Division, its certificate of financial responsibility upon its expiry, the fund must be maintained for 2 additional years. However, if an action taken against the holder following an accident which occurred while the certificate of financial responsibility was in effect, has not received final judgment prior to the expiry of such additional period the fund must be maintained until final judgment has been rendered.

**15.** Every 3 months, beginning with the date on which it obtained its certificate of financial responsibility, the holder of a certificate of financial responsibility must transmit to the Fonds d'indemnisation a detailed account of his trust operations.

## **DIVISION VI OBLIGATIONS OF HOLDERS OF CERTIFICATES OF FINANCIAL RESPONSIBILITY**

**16.** The holder of a certificate of financial responsibility must provide the Fonds d'indemnisation with a monthly report on the changes in his or its fleet of automobiles and on the nature of his or its operations.

**17.** The holder must inform the Fonds d'indemnisation of any change of address within 10 days of such change.

If the holder is a corporation which does not have its head office in Québec, it must designate a representative in Québec authorized to receive any notice, document, communication or notification made under this Regulation.

**18.** Within the first 5 days of each month, the holder of a certificate of financial responsibility must transmit to the Fonds d'indemnisation a written report with respect to each claim received by him during the preceding month which resulted from an accident involving an automobile owned by him.

The report must be transmitted on the form appearing in Schedule B.

**19.** The Fonds d'indemnisation must be informed of any action taken against a holder following an accident within 10 days of the service of the action. The holder shall inform the Fonds d'indemnisation thereof by sending a true copy of the action to its head office.

**20.** If the Fonds d'indemnisation is informed that an action has been taken against a holder that has provided proof of financial responsibility by making a deposit in accordance with the terms and conditions of Division IV, it may determine an additional proof of financial responsibility, equal to the amount claimed in the conclusions of

the action, plus costs and interests, to be used to pay the amount claimed. However, the amount of the additional proof must not exceed 50 000 \$.

The holder must take up the deposit within the period permitted and in the manner prescribed in Division IV. If the holder does not make up such deposit, the Fonds d'indemnisation shall withdraw the certificate of financial responsibility.

**21.** When the Fonds d'indemnisation receives proof of a final judgment or of a transaction terminating the action, the Fonds must give effect thereto out of the amount of the additional proof of financial responsibility provided by the holder under section 20 and remit the surplus, if applicable, to the holder.

If the amount of the additional proof of financial responsibility is not sufficient to satisfy the judgment, the Fonds d'indemnisation must ensure that the balance is paid out of the initial deposit provided by the holder under Division IV.

However, the total amount disbursed by the Fonds d'indemnisation to comply with a judgment may not exceed 50 000 \$, including costs and interest.

**22.** When the Fonds d'indemnisation concludes that the amount of the separate insurance fund provided by a holder under Division V might be insufficient to cover claims, it may require that an additional sum be deposited in trust.

If a holder does not comply within the period of time permitted, the Fonds d'indemnisation shall withdraw the certificate of financial responsibility.

Notwithstanding the foregoing, the holder may be exempt from providing such additional sum by providing a bond or deposit in the manner prescribed in Divisions III and IV.

**23.** The Fonds d'indemnisation may withdraw a certificate of financial responsibility if the holder no longer has the required qualifications, or if the amount of the proof of financial responsibility is deemed insufficient.

**24.** The Régie de l'assurance automobile du Québec must be informed by the Fonds d'indemnisation each time that the latter withdraws a certificate of financial responsibility.

## SCHEDULE A

(s. 2)



### Fonds d'indemnisation

#### APPLICATION FOR A CERTIFICATE OF FINANCIAL RESPONSABILITY

The undersigned, hereafter called the applicant, hereby makes application to become a holder of a certificate of financial responsibility.

It is understood that if the Fonds d'indemnisation decides to issue a certificate of financial responsibility, it may annul such certificate at any time, if the applicant no longer meets the required qualifications or if the amount of the proof of financial responsibility becomes insufficient.

A certificate of financial responsibility is requested for the period beginning on the..... day of..... and ending on the..... day of .....

1. Name of applicant: .....

2. Address of his principal residence in Québec: .....

In the case of a corporation, the address of its head office if in Québec .....

If there is no head office in Québec, the name and address of the person designated by the corporation to represent it for the purposes of the Automobile Insurance Act (R.S.Q., c. A-25) : .....

3. Type of business (if applicable): .....

4. Do you hold a certificate of financial responsibility outside Québec? .....

Location:..... Number:.....

5. Do you, at the present time, hold a certificate of financial responsibility in Québec?

YES ☐ NO ☐

If so, when did you receive it? .....

6. Have you already had a certificate of financial responsibility refused or annuled in Québec or elsewhere?

YES ☐ NO ☐

If so, give details .....

7. Have you established procedures for the reception and investigation of claims?

YES ☐ NO ☐

If so, give details: .....

8. This application is accompanied by:

(i) a surety bond ☐

(ii) a deposit by certified cheque ☐

(iii) a deposit bond ☐

(iv) a certificate attesting to the existence, in trust,  
of a separate insurance fund ☐

9. The information requested below must be given for each automobile for which the applicant requests a certificate of financial responsibility (if necessary, continue on separate page and attach to this application).

Year of manufacture	Make	Model	Serial number	Weight

*Note:* Answer questions 10 to 13 if the applicant is a corporation producing a certificate attesting that it has, in trust, an adequate separate insurance fund.

10. Give the following information for the automobiles of which you were the owner and which have been involved in accidents in Québec in the 3-year period preceding this application.

(A) Insurance

If applicable, the name of your insurance company and the policy number

(B) Accidents

Total number of automobiles in operation in Québec

Total number of accidents

(C) Claim :

Total number of claims

Number of claims settled by payment and amount paid out

Number of claims settled without payment

Number of claims pending and the amount of reserves

19	19	19
\$	\$	\$
\$	\$	\$

11. Has the applicant previously been declared bankrupt, made a voluntary assignment of his property to his creditors or made a bankruptcy proposal? YES ☐ NO ☐

If so, state: date ..... ;  
 name of trustee ..... ;  
 address of trustee ..... ;  
 date of discharge ..... ;

12. Has one of the applicant's directors or officers made a declaration of bankruptcy, an assignment of his property or a bankruptcy proposal? YES ☐ NO ☐

If so, give the same information as in question 11:

.....  
 .....  
 .....

**13. Enclose the following documents:****(A)** financial statements for the 3 years preceding this application :

- (i) the balance sheet ; ☐
- (ii) the statement of revenues and expenditures ; ☐
- (iii) a continuity of the capital or surplus account ; ☐
- (iv) the notes to the financial statements ; ☐
- (v) report of an auditor entitled to practice public accounting in Québec, giving his opinion with regard to the financial statements and stating whether or not the financial statements comply with generally recognized accounting practices; ☐

**(B)** certificate of good standing issued by the Direction des compagnies, Ministère des Institutions financières et Coopératives ; ☐  
 where applicable, the equivalent, issued in accordance with the law in effect where the corporation was incorporated; ☐

**(C)** one copy of the document incorporating the applicant ; ☐

**(D)** a list of the names, addresses and occupations of the applicant's directors or officers. ☐

The applicant agrees to permit the Fonds d'indemnisation to audit its books and financial statements at any time.

I, \_\_\_\_\_, the applicant, or the authorized signatory of the corporation, in my capacity as \_\_\_\_\_ declare that the information given in this application and in every document annexed hereto is true and complete.  
 Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_  
 \_\_\_\_\_  
 Signature

Any person making a false declaration commits a serious offence.

**SCHEDULE B**

(s. 18)

**Fonds d'indemnisation  
automobile du Québec****CLAIM REPORT**

Name and address of holder of the certificate of financial responsibility

Date claim

received:

Number of the cer-  
tificate of financial  
responsibility:

Date of the

accident:

Place of the accident

Brief description of how the accident occurred

**TO BE FILLED OUT  
IF PROPERTY DAMAGE  
CLAIM**

Name and address of owner of property damaged

Description of property damaged

**TO BE FILLED OUT  
IF BODILY INJURY CLAIM**

Name and address of the victim

Description of the bodily injury incurred

Amount of the  
claim:Amount already  
paid out:**TO BE FILLED OUT IF APPLICABLE:** Other claims already received arising from the same accident

Name and address of the claimant

Amount of claim:

Amount already  
paid out:**TO BE FILLED OUT IF APPLICABLE:** Other claims likely to be received arising from the same accidentApproximate amount  
of claim:**NOTE:** If there is not sufficient space to answer certain ques-  
tions, please use a separate sheet of paper.Sheet(s)  
attached: ☐

Signature

Title

Date

O.C. 378-78, (1978) 110 G.O., 1683  
 O.C. 3455-78, (1979) 111 G.O., 2569  
 O.C. 980-80, (1980) 112 G.O. II, 1649, 1658



c. A-25, r.2

## Direct compensation agreement for the settlement of automobile accidents

Automobile Insurance Act  
(R.S.Q., c. A-25, s. 173)

### INTRODUCTION

This Agreement has been prepared by the Groupement des assureurs automobiles by virtue of the powers bestowed on it under section 173 of the Automobile Insurance Act (R.S.Q., c. A-25).

It falls within the scope of legislation creating a no-fault compensation plan for victims of bodily injuries caused by an automobile, while maintaining, given a few changes, the rules of ordinary law in respect of property damage compensation. The Agreement implements the provisions of the Act which on the one hand sets up a compulsory insurance plan for property damage (section 84) and on the other enacts as follows (section 116) :

“The recourse of the owner by reason of any damage sustained to his automobile shall not be exercised except against the insurer with whom he subscribed the insurance contemplated in section 84 to the extent that the direct compensation agreement contemplated in section 173 applies.

However, the owner may, if he is not satisfied with the settlement made in accordance with the Agreement, exercise such recourse against the insured in accordance with the ordinary rules of law to the extent that sections 108 to 114 do not derogate therefrom”.

### DIVISION I GENERAL PROVISIONS

**1. Parties bound by this Agreement :** The Agreement is binding upon all authorized insurers and all persons referred to in section 175 of the Automobile Insurance Act.

**2. Accidents covered :** The Agreement covers all property damages caused by an accident occurring in Québec and involving a collision between at least 2 automobiles whose owners have been duly identified.

**3. Definition of collision :** Each of the following occurrences shall be deemed to be a collision within the meaning of section 2 :

- (a) a contact between moving automobiles ;
- (b) a contact between a moving automobile and a stationary automobile ;
- (c) a contact between an automobile and the load or contents of another vehicle, whether or not such load or contents have left their carrying vehicle or are in flight or have fallen therefrom.

For the purpose of this section the word automobile applies to the vehicle itself and to any of its parts detached from it accidentally.

**4. Principle :** The basic principle of this Agreement is that the automobile owner's insurer must indemnify its own insured to the extent that the drivers of the other automobiles are liable and in lieu of such other drivers. A garage owner or his employee is always deemed to be the driver of another vehicle while driving a customer's automobile under his care.

**5. Definition of damages :** Indemnities are payable without application of any deductible for the damages to the automobile as well as, if any :

- (a) loss of use in accordance with the ordinary rules of the law ;
- (b) loss of personal effects and commercial property carried in or on the vehicle and belonging to the insured, up to a maximum of 1 000 \$.

**6. Appraisal by insurer :** Where there is no collision coverage, the appraisal of the insured's damages shall be carried out on the initiative of his liability insurer ; where there is a collision insurer, the latter shall arrange for the appraisal of the damages sustained by its own insured's automobile.

**7. Liability and collision coverages :** Where an insured is covered both for liability and collision, the pertinent rules are as follows :

- (a) if the 2 coverages are provided by the same insurer, such insurer must first indemnify its own insured in accordance with its contractual obligations and subsequently apply the direct compensation agreement for any existing deductible and for any loss of use and loss of property ;
- (b) if the 2 coverages are provided by different insurers, the collision insurer must indemnify its own insured in

accordance with its contractual obligations, and the liability insurer shall :

- i. pay for the balance of the damage ; and
- ii. reimburse the collision insurer, in accordance with the Agreement.

**8. Chart :** In all cases provided for in the chart, liability shall be assessed as per same. In this connection, any admission of liability or prior arrangement shall be null and void.

**9. Combination of vehicles :** In the case of an accident caused by a combination of a towing vehicle (whether it be an automobile of the private passenger type, a service vehicle or a commercial vehicle) and a towed vehicle, (except those owned by persons exempted from the obligation imposed by section 84 of the Automobile Insurance Act) regardless of its description, each vehicle shall be an automobile within the meaning of the Agreement and the insurers of each shall settle their respective insured's damages in accordance with its standards.

**10. Liability factors :** Where each move made by drivers in the same accident would entail, if considered separately, the application of percentages totalling more than 100% of liability, the proportions mentioned in the chart must be reduced accordingly.

**11. Subrogation :** To the amount of the settlements made in accordance with the Agreement, liability insurers having afforded coverage provided for under section 84 of the Act shall be entitled to secure from their insured full subrogation rights against any person or organization having caused the accident.

However, the said insurers hereby waive such subrogation rights among themselves, whether it be in their own name or the name of their insured, except where compensation has been paid to the owner of :

- (a) an automobile in the care or custody of a garagist ;
- (b) a towed vehicle.

**12. Arbitration :** An arbitration board is set up to settle the differences between insurers arising from the implementation of the Agreement. The said board is comprised of 7 members appointed annually by the board of directors of the Groupement des assureurs automobiles, which shall also appoint the chairman and the 2 vice-chairmen. The board must meet within 30 days following receipt of a written request from an authorized insurer.

The quorum shall consist of 3 members, including the chairman or one of the vice-chairmen, the said chairman

having the casting vote. The arbitration board's procedures shall be simple and informal. Its decisions shall be final.

**13. Interpretation provision :** Titles do not form part of the Agreement ; they are provided for information purposes only. However, the titles in the chart may be used for purposes of interpretation.

**14. Transitional provision :** This Agreement shall govern all accidents occurring on or after 1 September 1980.

## DIVISION II DRIVER FAULT CHART

**15. Preliminary note :** Regardless of whether the impact occurs at the rear or front of a vehicle, or at any point in between, the chart shall be interpreted in the same manner, except where the point of impact is specifically referred to in the chart.

By the same token, the following factors have been eliminated and shall not be held against an insured in the liability assessment :

- (a) moving pedestrian ;
- (b) speed ;
- (c) weather conditions ;
- (d) visibility ;
- (e) road condition ;
- (f) driver's signals (lights, horn, by hand) ;
- (g) no light on vehicle ;

unless specific reference thereto is made in the chart.

The existence of a single or double, solid or broken line shall not be taken into consideration unless specific reference thereto is made in the chart.

### 16. Definitions :

- (1) **Median line :** "Median line" means :

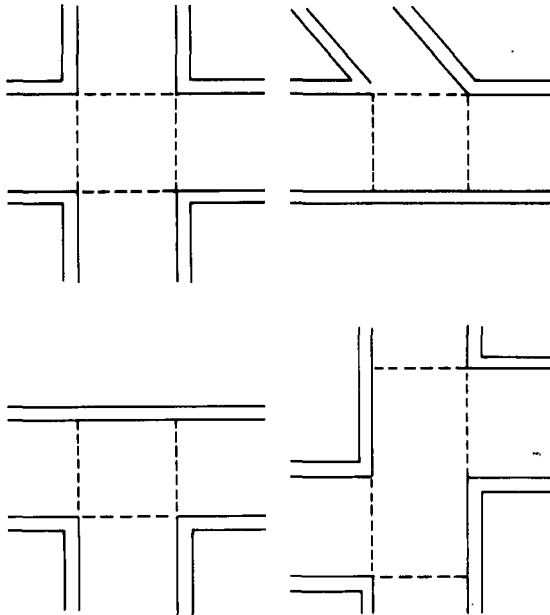
- (a) the single or double, solid or broken line in the center of the road ; and
- (b) the middle of the road or of such portion of the road as is left unobstructed by parked vehicles, a snow-bank or anything else blocking traffic from part of a road.



(2) **Pile-up** : “Pile-up” means a series of impacts between several vehicles which may be travelling in different lines or on different roads.

(3) **Intersection** : “Intersection” means a place where 2 or more public roads, streets, avenues or boulevards intersect. This definition includes traffic lanes in parking lots but excludes public service lanes. The dotted lines in the diagrams below show the delimitation of intersections.

Ex. :



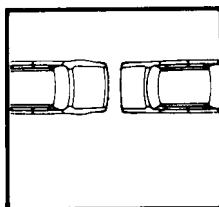
(4) **Line changing** : “Line changing” means any move whereby a vehicle leaves its own line to enter the line of the other vehicle.

(5) **Road** : “Road” means that part of the road which is normally used for traffic.

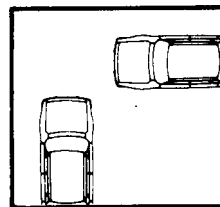
(6) **Chain-reaction accident** : “Chain-reaction accident” means a series of impacts between more than 2 vehicles travelling in the same line and one behind the other.

(7) **Line of vehicles** : “Line of vehicles” means a series of 2 or more vehicles placed one behind the other. Vehicles only partially in line one behind the other are held to be in the same line.

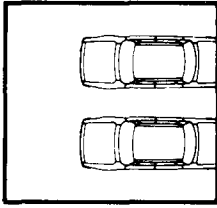
### DRIVER FAULT CHART (SPECIFICATION)



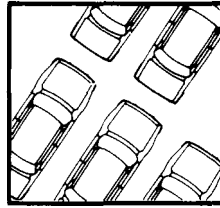
Vehicles travelling  
in the same  
direction on the  
same road  
(cases 1 to 3)



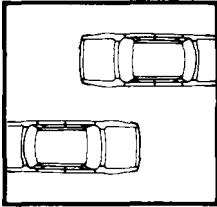
Vehicles entering  
from 2 different  
roads  
(case 10)



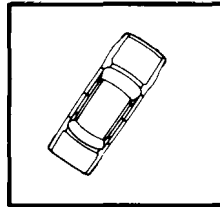
Vehicles travelling  
in the same  
direction in  
2 different lines  
of traffic  
(cases 4 to 7)



Parked vehicles  
(cases 11 and 12)



Vehicles travelling  
in opposite  
directions  
(Cases 8 and 9)

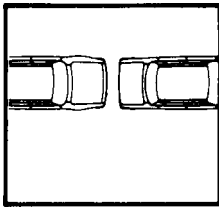


Special cases A  
(cases 13 to 15)  
Special cases B  
(cases 16 to 20)

#### Important note

In using this chart, reference should be made to the guidelines where the conditions under which each rule applies are stated in detail.

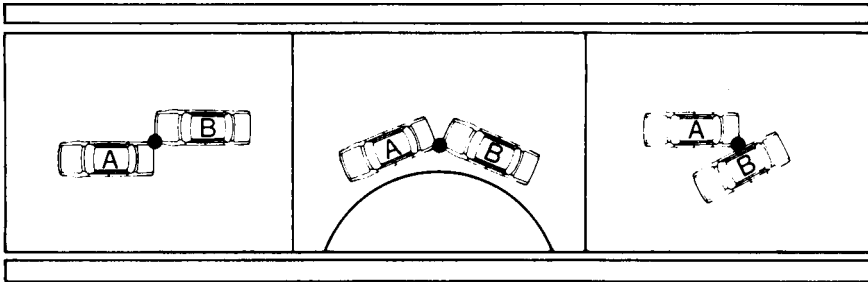
**DRIVER FAULT CHART  
(SPECIFICATION)**



**VEHICLES TRAVELLING IN THE SAME DIRECTION  
AND ON THE SAME ROAD**  
(Cases 1 to 3)

**1**

**Vehicles A and B in the same line of traffic**  
( A struck from the rear)



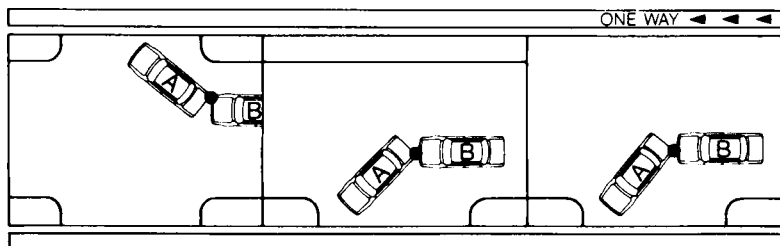
Portion of  
liability

A	B
0	1

The liability of B which strikes preceding A from the rear, is total, because of lack of proper control of vehicle.

When vehicle A is backing this shall be used against A under SPECIAL CASE B 17.

## 2 Vehicle A turning into a side road or driveway

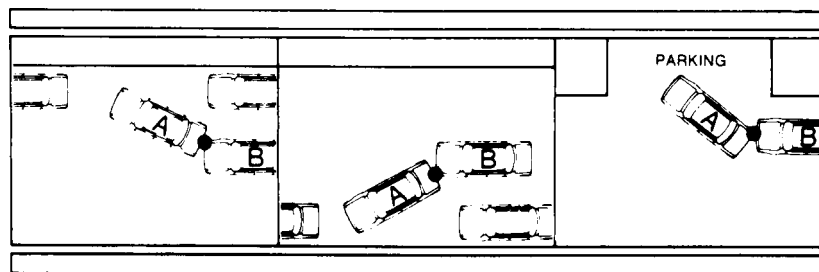


Portion of liability

A	B
0	1

A swerves to enter a side road or driveway either on the left or on the right. A, being struck from the rear, is not liable. Both vehicles must be in the same line of traffic.

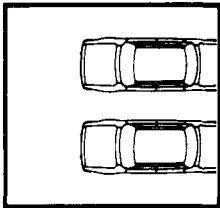
## 3 Vehicle A moving forward to park



Portion of liability

A	B
0	1

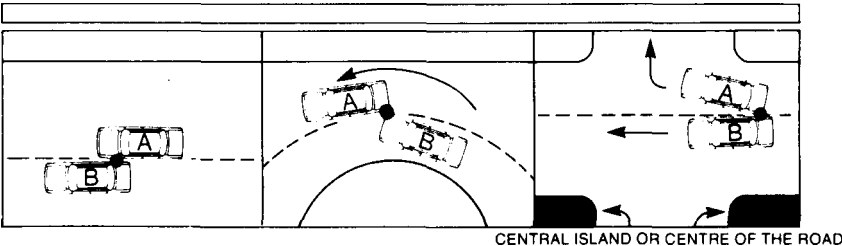
A, in forward motion, entering parking space on either the left or right side of the road, or a parking place on either side.



**VEHICLES A AND B IN 2 DIFFERENT LINES OF TRAFFIC**  
(Cases 4 to 7)

**4**

**A and B not changing traffic lines**  
**A and B both in motion**



CENTRAL ISLAND OR CENTRE OF THE ROAD

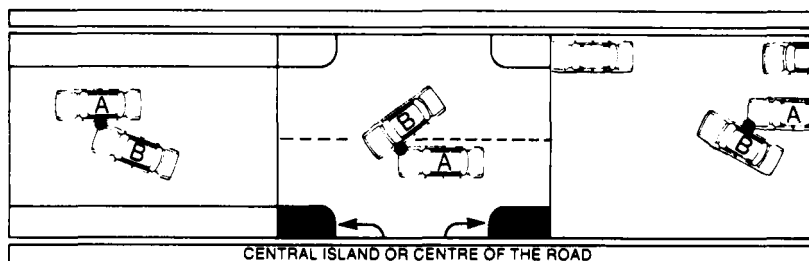
Portion of  
liability

A	B
1/2	1/2

This case must apply wherever A and B are travelling in different lines and side-swipe without changing lines . This case applies particularly in cases of passing without changing lines or in cases where the road narrows, unless one of the drivers has violated a no passing sign or solid line, in which SPECIAL CASE A 13 applies against such driver.

# 5

**B changing traffic line,  
with or without the intention of completing  
a left or right turn**

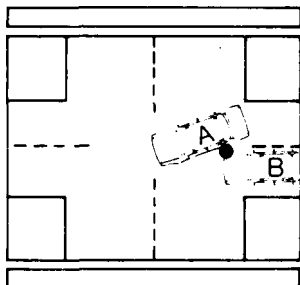


Portion of  
liability

A	B
0	1

This case applies when B changes line for any reason, such as to turn into a side road or to move forward into a parking space or a parking area.

## Passing in an intersection



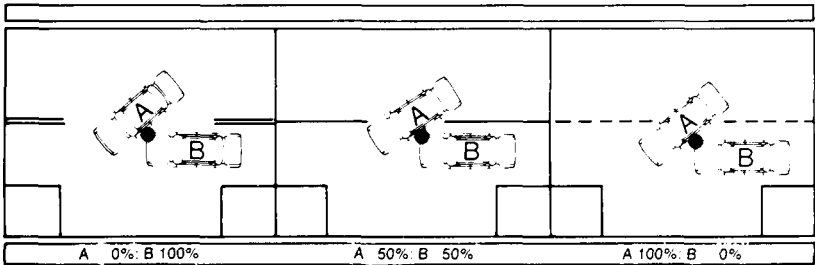
Portion of  
liability

A	B
0	1

B going over the median line to pass within an intersection while A is turning left, is fully responsible.

# 6

## In case of a left turn into an entrance way



Liability is determined in accordance with the diagrams.

### Diagram 1

A making a proper left turn into an entrance way while B is attempting to pass in spite of a solid single or double line.

### Diagram 2

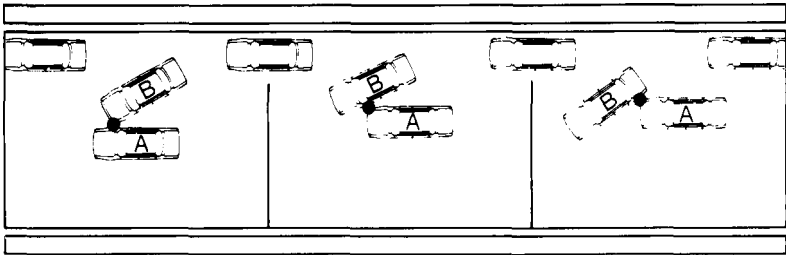
A turning left into an entrance way, over 1 or 2 solid lines, while B is attempting to pass.

### Diagram 3

A travelling on a road having no determined median line or having a broken line, and turning left into an entrance way while B is attempting to pass.

# 7

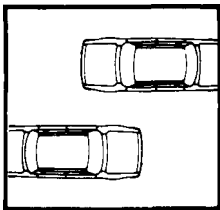
## B leaving a parking space



Portion of liability

A	B
0	1

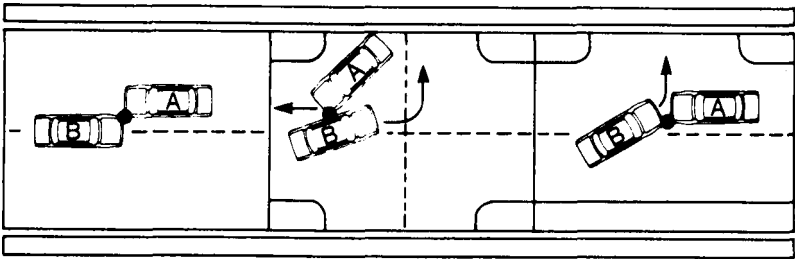
In this case, the action of B leaving the parking space is the determinant cause of the accident.



**VEHICLES TRAVELLING IN OPPOSITE DIRECTIONS**  
(Cases 8 and 9)

**8**

**B** encroaches on or crosses the median line  
even if to enter a road on the left



Portion of  
liability

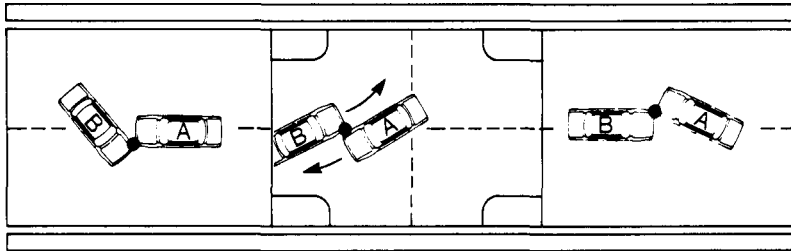
A	B
0	1

Vehicle A travelling in its own line.



# 9

**A and B each encroaching on the median line  
or where their position on the road  
in respect thereto cannot be established**

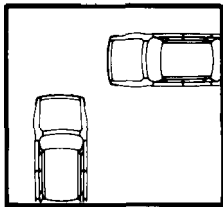


Portion of  
liability

A	B
$\frac{1}{2}$	$\frac{1}{2}$

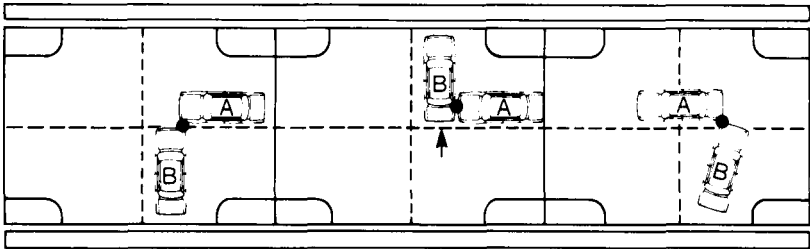
This case must apply wherever it cannot be established that a specific vehicle was travelling to the left of the median line.

The mere fact of skidding, when other precise information is lacking, is not sufficient to establish that a vehicle was encroaching on the median line.



**VEHICLES ENTERING FROM TWO DIFFERENT ROADS**  
(Case 10)

**10**    **A** having the right of way  
and travelling in its own line

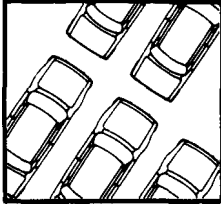


Portion of liability

A	B
0	1

At an intersection where there are no traffic signs or where signals are out of order **A** has the right of way due to its direction of travel (if remaining within its own line) and **B** is therefore fully responsible.

For accidents occuring at an intersection controlled by operational signals see **SPECIAL CASES A 13, 14, 15.**



**PARKED VEHICLES**  
(Cases 11 and 12)

**11** **X parked**  
(Except as provided under case 12)

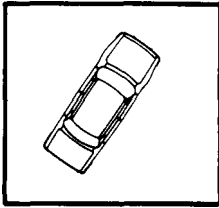
Portion of  
liability

X	Y
0	1

**12** **X illegally parked at night and**  
**without lights outside a city, town or village**

Portion of  
liability

X	Y
$\frac{1}{2}$	$\frac{1}{2}$

**SPECIAL CASES A**

(Cases 13 to 15)

**SPECIAL CASES B**

(Cases 16 to 20)

# 13

**Y neglects or leaves:**

- (a) a police officer's signal ,
- (b) a stop sign, a yield sign, a flashing red light or other similar sign, particularly flares and other signals on the ground ,
- (c) a traffic light (where there is lack of proof, liability is equally divided) or as provided for in section 13 of the Automobile Insurance Act (R. S. Q., c. A-25),
- (d) a do not enter sign (one way),
- (e) a no passing sign,
- (f) a no turn sign, either left or right,
- (g) a solid median line.

Portion of  
liability

X	Y
0	1
0	1
0	1
0	1
0	1
0	1
0	1

# 14

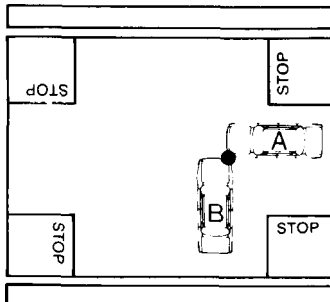
Y turning on a non-flashing green arrow,  
X proceeding on green light

Portion of  
liability

X	Y
0	1

# 15

When an accident occurs at an intersection  
equipped with stop signs on each corner,  
the right of way applies



Portion of  
liability

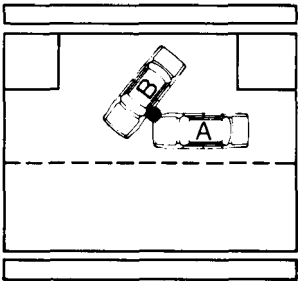
A	B
0	1

unless it is proven :

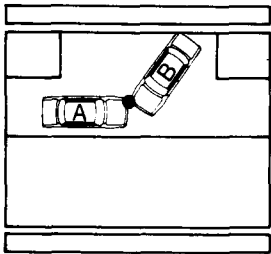
- (a) that A failed to stop ( A to be held fully liable) or
- (b) that both A and B failed to stop (both to be held equally liable).

SPECIAL CASES B

**16** B leaving a parking place, a lane or a place not open to public traffic, and bearing no traffic signs or lights; while vehicle A is travelling in its own line



However, if A travelling in the opposite direction is encroaching on or crossing the solid median line, settlement is based on an equal division of liability in view of equal fault of both



Portion of liability	
A	B
0	1
1/2	1/2

**17****Y backing, or making a U turn**Portion of  
liability

X	Y
0	1

**18****Intersection of 2 uncontrolled service lanes**Portion of  
liability

X	Y
0	1

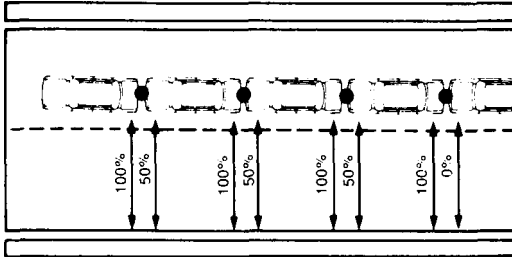
**Y failing to yield right of way.****19****Opening a door of vehicle Y**Portion of  
liability

X	Y
0	1

This applies when the door is in motion  
or when the action has just been completed.

# 20

## Chain reaction

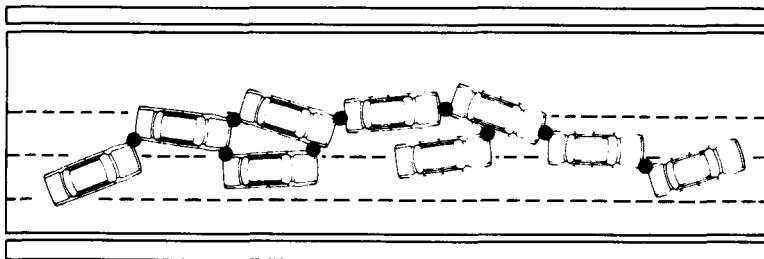


In chain reaction accidents, the owner of the leading vehicle not having had prior contact with another vehicle or object, is completely indemnified for the physical damage sustained by his vehicle.

Owners of all other vehicles following are indemnified for 50% of the front and 100% of the rear end damage without attempting to determine the liability of each, except however, the last vehicle for which no indemnity is payable.

# 21

## Pile-ups



In all pile-ups where liability cannot be established, the owner of each vehicle is indemnified for 50% of his damage.

Decision of 06.06.80, (1980) 112 G.O. II, 3421 and (1981) 113 G.O. II, 1001





c. A-25, r.3

## Regulation defining certain words and expressions for the purposes of the Automobile Insurance Act

Automobile Insurance Act  
(R.S.Q., c. A-25, s. 195)

### DIVISION I DEFINITIONS

**1.** In this Regulation, unless otherwise indicated by the context, the following words and expressions mean :

- (a) "Canadian returning to the country" : a Canadian citizen who takes up residence in Canada again ;
- (b) "landed immigrant" : a non-Canadian who elects domicile in Canada and who holds a permanent visa permitting him to do so ;
- (c) "landed immigrant returning to the country" : a landed immigrant who elects domicile in Canada again ;
- (d) "Act" : the Automobile Insurance Act (R.S.Q., c. A-25).

### DIVISION II RESIDENTS

**2.** The definition of the word "resident" as found in paragraph 26 of section 1 of the Act is further defined for the purposes of Title II of the Act in accordance with the criteria established in sections 3 to 8.

**3.** A person who is not a tourist, a transient or a visitor to the province, and who is :

- (a) a landed immigrant ;
- (b) a Canadian returning to the country ;
- (c) a landed immigrant returning to the country ;
- (d) a Canadian citizen or his spouse who takes up residence in Canada for the first time ;
- (e) a member of the Canadian Forces or the Royal Canadian Mounted Police who has not acquired the status of resident ; or
- (f) a prisoner who has not acquired the status of resident but who has manifested his intention of taking up residence in Québec ;

as well as his spouse and any unmarried child under 18 years of age who reside permanently with him, is deemed to be a resident upon his arrival, discharge or release, as the case may be, in Québec.

**4.** Notwithstanding section 5, a resident, as well as his spouse and any unmarried child under 18 years of age who reside permanently with him, shall, unless he elects domicile outside Québec, retain the status of resident :

- (a) if this resident stays outside Québec as a student registered in a teaching establishment and pursuing a study programme therein ;
- (b) if this resident stays outside Québec as a fulltime unpaid trainee in a university, an institution affiliated with a university, a research institute or a governmental or international body ;
- (c) if this resident is a civil servant in the service of the government of either Québec or Canada and assigned outside Québec ;
- (d) if, while his spouse and children remain in Québec or while he keeps a dwelling therein, this resident stays outside Québec for less than 12 consecutive months for the purpose of seeking or accepting temporary employment or executing a contract in another province or country, provided he returns to Québec at least once a year or notifies the Régie that he is unable to comply with this requirement ; or

(e) if this resident is in the service of a non-profit organization having its head office in Canada and works abroad within the framework of an international aid or cooperation programme recognized by the Minister of Social Affairs.

**5.** Subject to section 4, should any of the following conditions be met, a resident shall no longer be deemed a resident :

- (a) when he leaves Québec to elect domicile in another province or another country, with effect upon his departure ;
- (b) when he maintains a residence outside Québec, unless he proves that he lives and is customarily in Québec for at least 183 days of the year ;
- (c) when he resides outside Québec for more than 12 months, with effect from the last day of the twelfth month following the date of his departure from Québec ; or

(d) when he has elected domicile outside Québec before the expiration of a 12-month period after the date of his departure from Québec.

**6.** The following persons are not considered to be residents :

- (a) a student from a country other than Canada ;
- (b) a student of another province, unless he has elected domicile in Québec ;
- (c) a foreign national in the service of a government other than that of Canada or Québec or in the service of a body under the jurisdiction of a government other than that of Canada or Québec and recognized by the Minister of Social Affairs, unless such national works in Québec and has made with the Minister of Social Affairs an agreement authorized by the Government under section 23 of the Act respecting the Régie de l'assurance-maladie du Québec (R.S.Q., c. R-5) ; and
- (d) a corporation that has its head office outside Québec.

**7.** A child born in or outside Québec shall be deemed to be a resident if his mother is a resident.

**8.** A foreign national, as well as his spouse and all unmarried children under 18 years of age who reside permanently with such foreign national, shall be considered residents if they are staying in Québec under an exchange programme entered into by a foreign government and that of Québec, following an agreement between the Minister of Social Affairs and the Minister of Intergovernmental Affairs.

### **DIVISION III**

#### **TERMS USED IN SUBPARAGRAPH *b* OF THE FIRST PARAGRAPH OF SECTION 17 OF THE ACT**

**9.** For the purposes of subparagraph *b* of the first paragraph of section 17 of the Act, the following words and expressions mean :

- (a) “snowmobile” : a self-propelled motor vehicle built primarily for travel on snow or ice, having or not having a steering ski or runner and driven by an endless track in contact with the ground ;
- (b) “farm trailer” : a vehicle that is not motorized, equipped with a space for loading, whether or not the loads are carried independently when drawn by a vehicle, used principally for the transportation of farm products or materials required for their production and belonging to an individual or company that is the owner or lessee of a

farm and whose principal occupation is farming or that is a member of an association certified under the Farm Producers Act (R.S.Q., c. P-28) ;

(c) “drawn-machinery” : a vehicle that is not motorized, equipped with a space for loading, whether or not the loads are carried independently when drawn by a vehicle and :

- i. that is used to carry equipment or machinery which is a permanent part thereof and is used to dispose of the said loads ; or

- ii. that is used exclusively to carry equipment which is a permanent part thereof ;

(d) “farm tractor” : a tractor that is equipped with tires and generally used for farming purposes, whether or not it may operate under permit on public highways, belonging to an individual or company that is the owner or lessee of a farm and whose principal occupation is farming or that is a member of an association certified under the Farm Producers Act ;

(e) “self-propelled machinery” : an automobile other than a service vehicle that is self-propelled, has no space for loads, and is designed basically to perform work independently and equipped for such purpose with machinery that is a permanent part thereof ;

(f) “vehicle intended for use off a public highway” : an automobile used exclusively on private land or roads and not authorized to operate on public highways, including those automobiles used exclusively within the limits of harbour installations, airports and railway stations, but not including public vehicles within the meaning of the Highway Code (R.S.Q., c. C-24).

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O.C. 374-78, (1978) 110 G.O., 1669

O.C. 3453-78, (1979) 111 G.O., 2509



c. A-25, r.4

**Regulation respecting the time limit  
within which medical reports must be  
sent for the purposes of automobile  
insurance**

Automobile Insurance Act  
(R.S.Q., c. A-25, ss. 62 and 195)

**1.** For the purposes of section 62 of the Automobile Insurance Act (R.S.Q., c. A-25), every physician or establishment having treated a claimant or every physician consulted by a claimant following an accident must make a report to the Régie de l'assurance automobile du Québec of his or its findings, treatments and recommendations within 6 working days from the date on which the Régie made the request.

He must also furnish to the Régie any other medical or hospital report requested by it with respect to the victim within 6 working days from the date on which the request was made.



c. A-25, r.5

**Regulation respecting the exemption from  
the obligation to hold a liability  
insurance contract**

Automobile Insurance Act  
(R.S.Q., c. A-25, s. 196)

**1.** The owners of the following categories of automobiles are exempted from the obligation prescribed in section 84 of the Automobile Insurance Act (R.S.Q., c. A-25) to hold a liability insurance contract guaranteeing compensation for property damage caused by their automobile :

(a) automobiles of the Government of Canada, its departments and agencies ;

(b) the automobiles mentioned in subparagraph *b* of the first paragraph of section 17 of the Automobile Insurance Act, as defined in the Regulation defining certain words and expressions for the purposes of the Automobile Insurance Act (c. A-25, r.3) ;

(c) objects that are not essentially automobiles, but are temporarily converted into automobiles by the addition of detachable or auxiliary axles ;

(d) mopeds within the meaning of the Highway Code (R.S.Q., c. C-24) ;

(e) bicycles or motorcycles with a cylinder capacity of less than 51 cc ;

(f) vehicles without a motor but equipped with a device for loading, whether or not the loads are carried independently when drawn by an automobile (trailers and semi-trailers), including trailers permanently installed as living quarters (trailers and tent trailers) ;

(g) automobiles whose use is restricted under sections 52 to 55 of the Regulation respecting motor vehicle registration (c. C-24, r.16) ;

(h) automobiles that under subparagraphs *b* and *c* of the first paragraph of section 84 and under paragraphs *a* to *i* of subsection 1 of section 85 of the Regulation respecting motor vehicle registration may be issued, in accordance with the Highway Code, a temporary registration certificate, for the validity period of such certificate.

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O.C. 3454-78, (1979) 111 G.O., 3201  
O.C. 2242-79, (1979) 111 G.O., 6539



c. A-25, r.6

## Regulation respecting certain lump sum indemnities referred to in section 44 of the Automobile Insurance Act

Automobile Insurance Act  
(R.S.Q., c. A-25, ss. 44 and 195)

### DIVISION I DEFINITIONS

**1.** In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

(a) “activities of daily living” : activities with respect to fulfilling in an autonomous manner the basic needs of self-care, dressing, communication, eating and ambulation ;

(b) “impairment” : the medically established sequelae of an injury or mutilation, affecting the victim’s physical or psychic integrity ;

(c) “indemnity” : the lump sum contemplated in section 44 of the Act ;

(d) “Act” : the Automobile Insurance Act (R.S.Q., c. A-25) ;

(e) “permanent” : where an impairment of disfigurement persists after medical treatment and after the victim’s condition has become stable ;

(f) “major disfigurement” : visible sequela other than a functional impairment, resulting from a loss of anatomic integrity, on a part of the body which is not normally concealed ;

(g) “minor disfigurement” : visible sequela other than a functional impairment, resulting from a reparable loss of anatomic integrity, on a part of the body which is normally concealed.

### DIVISION II RULES CONCERNING INDEMNITIES

#### *§1. Terms and conditions for the establishment of the indemnity*

**2.** An indemnity shall be paid only if the victim survives the accident for more than 24 hours.

The indemnity is determined according to the maximum amounts established at the date of the accident.

**3.** If the victim survives the accident for more than 24 hours but dies before the beginning of the twenty-first day which follows the day of the accident, the indemnity shall be equal to 1% of the amount provided for in section 44 of the Act, as revalorized in accordance with section 49 of the Act, for each complete day of survival which follows the day of the accident.

**4.** If the victim survives longer than the beginning of the twenty-first day which follows the day of the accident, Subdivisions 2 to 4 shall apply.

However, if the victim dies before the impairment or major disfigurement can be considered permanent, the percentage of the impairment or disfigurement is determined on the basis of the data available at the time of death. The percentage must be determined by applying Subdivisions 2 to 4 *mutatis mutandis* as if the victim were still alive, without taking the death into account.

**5.** The total of the amounts paid for an impairment, for disfigurement, for suffering or loss of enjoyment of life shall in no case exceed the amount provided for in section 44 of the Act, as revalorized in accordance with section 49 of the Act.

#### *§2. Permanent impairment*

**6.** The maximum amount paid for a permanent impairment corresponds to 80% of the amount provided for in section 44 of the Act, as revalorized in accordance with section 49 of the Act.

**7.** The amount paid for a permanent impairment is determined according to the nature of the injury or mutilation, attributing a percentage in conformity with the table in Schedule A.

The amount is equal to the product obtained by multiplying that percentage by the maximum amount contemplated in section 6.

**8.** In the case of injury to or mutilation of symmetrical organs the percentage of permanent impairment attributed to the least severe impairment is multiplied by an enhancement factor of one-fifth, and the percentage thus obtained is added to the percentage attributed to such impairment, unless otherwise provided for in Schedule A.

The enhancement factor shall also apply in the case of a pre-existing injury or mutilation.

**9.** Where a victim has several injuries or mutilations, the percentage of permanent impairment is computed on the basis of 100 for the most severe impairment, and the subsequent percentages, starting with the highest, are computed on the successive remainders, in accordance with Schedule C.

However, this principle does not apply in the case of an injury or mutilation for which the percentage is 5% or less, such percentage being added in full to the other percentages. Nor does it apply in the case of injury or mutilation to the hand.

Where such readjusted permanent impairment is 90% or higher, the maximum amount contemplated in section 6 shall be accorded to the victim.

### §3. *Permanent disfigurement*

**10.** The maximum amount paid for permanent major disfigurement corresponds to 40% of the amount provided for in section 44 of the Act, as revalorized in accordance with section 49 of the Act.

**11.** The amount paid for permanent major disfigurement is determined according to the nature of the impairment, attributing a percentage in conformity with the Table in Schedule B.

The amount is equal to the product of such percentage multiplied by the maximum amount contemplated in section 10.

**12.** Permanent minor disfigurement is combined with the permanent impairment and is included in the percentages determined for the various impairments.

### §4. *Suffering and loss of enjoyment of life*

**13.** The maximum amount paid for suffering or loss of enjoyment of life corresponds to 20% of the amount provided for in section 44 of the Act, as revalorized in accordance with section 49 of the Act.

**14.** The amount paid for suffering or loss of enjoyment of life is determined according to the total amount paid for a permanent impairment and for permanent disfigurement other than minor disfigurement.

It is computed in accordance with the Table provided for in Schedule D.

**15.** Notwithstanding section 14, the loss of a child conceived but not yet born, resulting from an accident, entitles the mother, in every case, to a lump sum indemnity of 500 \$.

## SCHEDULE A

(ss. 7 and 8)

### TABLE OF PERMANENT IMPAIRMENTS

#### TITLE I

#### MUSCULO-SKELETAL SYSTEM EXCLUDING MAXILLO-FACIAL

##### (A) UPPER EXTREMITIES AND SCAPULA :

(a) INTER-SCAPULO-THORACIC DISARTICULATION : — 80%

(b) AMPUTATIONS, ARM AND FOREARM :  
(anatomic or physiological loss)

— Disarticulation at the shoulder and amputation near the shoulder where fitting of prosthetic device is difficult : — 70 to 80%

— Amputation at the middle third of the arm, disarticulation at the elbow or amputation near the elbow : — 60%

— Amputation at the middle third of the forearm and disarticulation at the wrist : — 55%

##### (c) CLAVICLE AND SCAPULA :

— Fracture without sequela : — 0%

— Fracture with deformity : — 1 to 2%

— Complete sterno or acromioclavicular dislocation with or without resection : — 3%

##### (d) HUMERUS :

— Consolidated fracture with axial deviation of

i. 5° to 15° : — 3%

ii. more than 15° : — 5%

— Consolidated fracture with shortening of :

i. 3 to 4 cm : — 3%

ii. more than 4 cm : — 5%

(e) **SHOULDER** (neutral position 0°; arm along the body) :

Articular and para-articular injury :

— ankylosis : permanent limitation of movements following the destruction of scapulo-humeral articular surfaces :

- i. total ankylosis without movement of the scapula : — 35%
- ii. gleno-humeral fusion, in position of function and with a gliding scapula : — 20%

Adhesive ankylosis by peri-arthritis or capsulitis must be evaluated according to maximum recovery or recovery expected 12 to 18 months following the accident.

— Partial ankylosis :

- i. with movement limited to 90° (painful and combined limitation of all movements including rotations) : — 5 to 20%
- ii. backward flexion only and limited to 90° : — 5%
- iii. abduction only and limited to 90° : — 8%

(f) **BICEPS** :

— Musculo-tendinous rupture : — 2%

(g) **ELBOW** (neutral position 0°; forearm extended over arm) :

— Fracture :

- i. fracture of the radial head, resection (without limitation) : — 3 to 5%
- ii. coronoid intra-articular fracture (without limitation) : — 1%

Other fractures will be evaluated according to the degree of functional sequelae.

— Ankylosis :

- i. total ankylosis in position of function between 60° and 110° : — 20%
- ii. partial ankylosis at the final stage of functional recovery or recovery expected 12 months following the accident :

— extension limitation :

- between 10° and 20° : — 2 to 5%
- between 20° and 45° : — 5 to 8%

— flexion limitation :

- between 90° and 110° : — 2 to 5%

(h) **FOREARM** :

- Consolidated fracture with important axial deviation : — 3 to 5%
- Resection of the distal end of the cubitus : — 2%
- Colles fracture without stiffness or complications : — 1 to 3%
- Complete loss of pronation and supination in position of function : — 10%
- Total or partial loss of pronation only : — 1 to 3%
- Total or partial loss of supination only : — 2 to 5%

Consolidated fractures without deformity are evaluated according to function.

(i) **WRIST** (neutral position 0°; hand in the axis of the arm, thumb extended upwards) :

- Total ankylosis of wrist (in position of function — straight up to 10° of dorsi-flexion) : — 12.5%
- Fracture of scaphoid or lunate (pseudoarthrosis, aseptic necrosis), according to functional loss of the wrist at the final stage of recovery, or recovery expected 12 to 18 months after the date of the accident. — 3 to 6 %

(j) **HAND** :

With the exception of the thumb, where 2 or more fingers are completely or partially amputated, the impairment of these fingers is obtained by adding the impairment of each of the fingers and multiplying by 2.

Furthermore, when 4 fingers on the same hand are injured a percentage of 0,2% is added for each of the 2 distal phalanges and of 0,1% for the proximal phalanx.

Where the thumb is also injured, its impairment is added to the impairment of the injured finger together with the enhancement factor of the lesser of the 2 if only one finger is injured ; the thumb's impairment is added without the enhancement factor if several fingers are injured.

*N.B. Hand already injured by a previous impairment.*

When the individual's hand was already impaired at the time of the last accident, the above rules shall apply. The sequela relating to the previous accident are assessed only in order to establish whether they determine an enhancement factor and are not included in the addition of the impairment percentages attributed to the recent sequela.

— Whole hand :	— 55%
— Last 4 fingers only :	— 35%
— Thumb only :	— 15%
— Amputation (anatomic or functional loss) :	
i. metacarpus :	— 1 <sup>st</sup> : — 10%
	— 2 <sup>nd</sup> or 3 <sup>rd</sup> : — 4%
	— 4 <sup>th</sup> or 5 <sup>th</sup> : — 3%
ii. thumb :	— 1 phalanx : — 10%
	— 2 phalanges : — 15%
iii. index finger :	— 1 phalanx : — 2%
	— 2 phalanges : — 4%
	— 3 phalanges : — 5%
iv. middle finger :	— 1 phalanx : — 1,6%
	— 2 phalanges : — 3,2%
	— 3 phalanges : — 4%
v. ring finger :	— 1 phalanx : — 1,2%
	— 2 phalanges : — 2,4%
	— 3 phalanges : — 3%
vi. little finger :	— 1 phalanx : — 0,8%
	— 2 phalanges : — 1,6%
	— 3 phalanges : — 2%
vii. 4 fingers :	— 35%
viii. 1 <sup>st</sup> , 2 <sup>nd</sup> and 3 <sup>rd</sup> (index, middle and ring) :	— 24%
ix. 1 <sup>st</sup> , 2 <sup>nd</sup> and 4 <sup>th</sup> (index, middle and auricular) :	— 22%
x. 1 <sup>st</sup> , 3 <sup>rd</sup> and 4 <sup>th</sup> (index, ring and auricular) :	— 20%
xi. 2 <sup>nd</sup> , 3 <sup>rd</sup> and 4 <sup>th</sup> (middle, ring and auricular) :	— 18%
xii. 1 <sup>st</sup> and 2 <sup>nd</sup> (index and middle) :	— 18%

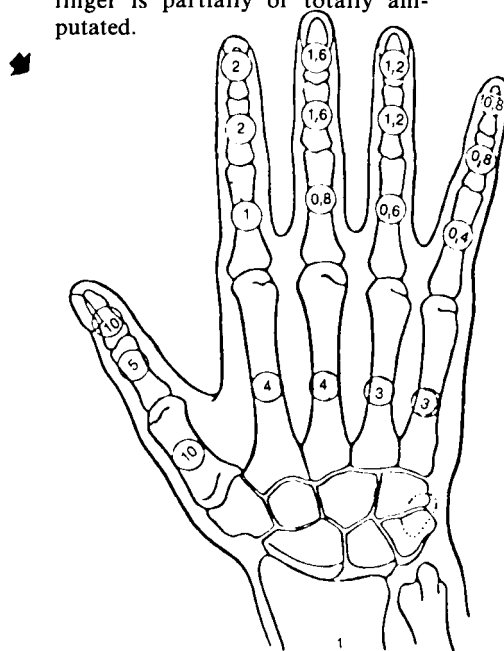
xiii. 1 <sup>st</sup> and 3 <sup>rd</sup> (index and ring) :	— 16%
xiv. 1 <sup>st</sup> and 4 <sup>th</sup> (index and auricular) :	— 14%
xv. 2 <sup>nd</sup> and 3 <sup>rd</sup> (middle and ring) :	— 14%
xvi. 2 <sup>nd</sup> and 4 <sup>th</sup> (middle and auricular) :	— 12%
xvii. 3 <sup>rd</sup> and 4 <sup>th</sup> (ring and auricular) :	— 10%
xviii. 2 or more, at the 2 <sup>nd</sup> articulation :	4/5 of the above rate
xix. 2 or more, at the distal articulation :	2/5 of the above rate
— Ankylosis :	
i. thumb :	
(a) total ankylosis of 2 articulations :	— 7,5%
(b) ankylosis of metacarpophalangeal joint :	— 3%
(c) ankylosis of interphalangeal joint :	— 2,5%
(d) partial ankylosis : according to functional loss.	
ii. finger :	

All articulations : the impairment must be based on the loss of the functional value of the finger.

Where ankylosis in a faulty position is equivalent to an amputation, whether of one or several phalanges and affects several fingers of the same hand, the Table for simple or multiple amputation shall apply.

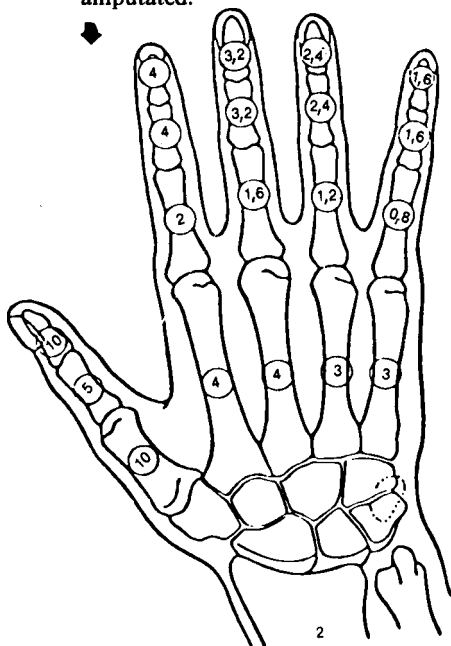
#### Table of impairments resulting from an anatomic loss in the hand.

- (1) Value of each of the phalanges when a finger is partially or totally amputated.

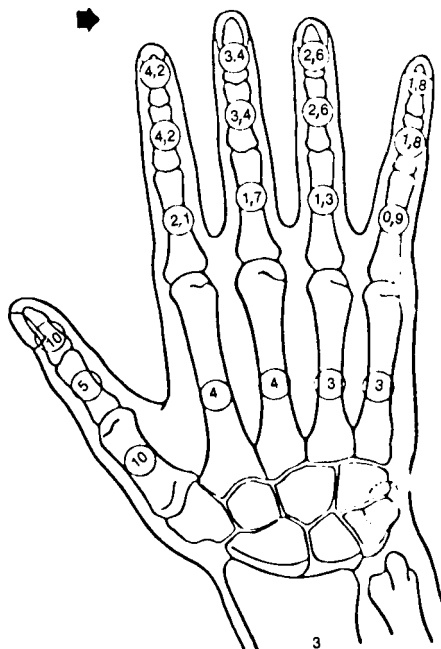




- (2) Value of each of the phalanges when 2 or 3 fingers are partially or totally amputated.



- (3) Value of each of the phalanges when 4 fingers are partially or totally amputated.



(B) PELVIS :

- (a) Simple fracture of the pelvis without diastasis of the pubic symphysis, without sacro-iliac injury and without injury to the acetabulum : — 0%
- (b) Fracture of the pelvis with deformity, pubic dysjunction or sacro-iliac injury : — 0 to 10%
- (c) Fracture with acetabular involvement (an enhancement factor based on the function of the coxo-femoral joint must also be taken into consideration) : — 2 to 5%
- (d) Fracture of the pelvis with osseous dystocia (evaluation in gynaecology) : — 4%
- (e) Hemipelvectomy : — 80%
- (f) Osseous dystocia : — 4%

Visceral injuries are assessed by specialist examination.

(C) LOWER EXTREMITIES (anatomic or physiological loss) :

(a) AMPUTATIONS :

- Thigh :
  - i. disarticulation at the hip or amputation near the hip, within 10 cm from the end of the greater trochanter (where fitting of prosthetic device is difficult) : — 70 to 80%
  - ii. amputation at the middle third of the thigh : — 55%
- Leg :
  - i. disarticulation of the knee or a supra-condylar amputation (Gritti-Stokes) and others : — 45%

ii. amputation at the middle third of the leg :	— 35%	rotation of a few degrees) according to the quality of the ankylosis :	— 25 to 35%
— Foot :			
i. Syme's amputation :	— 30%	ii. partial ankylosis (joint stiffness) according to the loss of movements and inconveniences resulting therefrom :	— 5 to 20%
ii. across the foot :	— 15 to 25%		
— Toes :		iii. replacement of the hip by a prosthesis (movements at 75% without pain) according to the degree of ankylosis or joint stiffness :	— 25% and over
i. great toe :	— 4%		
ii. great toe — 1 phalanx :	— 2%	(d) FEMUR :	
iii. 2 <sup>nd</sup> toe :	— 1%	— fracture without sequela :	— 0%
iv. 3 <sup>rd</sup> or 4 <sup>th</sup> toe :	— 1%	— consolidation with range of angulation from 8° to 15° and rotation on the axis :	— 3 to 10%
v. 5 <sup>th</sup> toe :	— 1%	— major permanent muscular atrophy :	— 3 to 5%
vi. all 5 toes :	— 8%		
— Metatarsal bones :		(e) KNEE : The range of knee motion from full extension is from 0° to 130°. Evaluation is made after recovery (12 to 18 months after the accident) :	
Amputation of the distal end of the 1 <sup>st</sup> and 5 <sup>th</sup> metatarsal bones or consolidated fracture of the 1 <sup>st</sup> and 5 <sup>th</sup> metatarsal bones with faulty angulation of the fragments :	— 12%	— fracture of the tibial plateau (without major dysfunction, according to ankylosis, varus or vagus) :	— 3 to 8%
(b) SHORTENING OF THE LEG BY :		— meniscectomy :	
— 2 cm to 2,5 cm :	— 1,5 to 2%	i. good result, (one meniscus) :	— 2%
— 2,5 cm to 5 cm :	— 2 to 6%	ii. good result (both menisci) :	— 5%
— 5 cm to 6,5 cm :	— 6 to 8%	— patellectomy :	
— 6,5 cm to 7,5 cm :	— 8 to 15%	i. partial :	— 1 to 5%
— 7,5 cm to 10 cm :	— 15 to 20%	ii. total :	— 7%
(c) HIP (neutral position 0°; thigh extended over the pelvis) :		— fracture of the patella :	
In the case of traumatic lesions of the hip, at 2-year wait is necessary to allow for later complications even when the immediate result is satisfactory :		i. without functional disorder :	— 0 to 2%
— dislocation without complications :	— 5%	ii. with functional disorder (according to joint stiffness) :	
— fragmentation fractures of the head or neck of the femur without acetabular injury and without functional disorder :	— 5%	— tendinous rupture :	— 0 to 3%
— complicated lesions of the hip entailing :		— osseous ankylosis in extension or slight flexion of 10° :	— 20%
i. total ankylosis (straight and up to 20° flexion, slight abduction and external			

- partial ankylosis (joint stiffness) :
  - i. limited to 90° (according to the resulting inconveniences) : — 8%
  - ii. motion limited to 35° in flexion : — 10%
  - iii. 5° to 10° in recurvatum (extension impairment) : — 3%
  - iv. 10° to 15° in recurvatum : — 3 to 5%
  - v. 15° to 20° recurvatum : — 5 to 10%
- functional disorders, instability of the knee up to the necessity of an orthesis : — 3 to 20%
- arthroplasty (according to function) : — 25% and over
- fracture of both bones of the leg :
  - i. without sequela : — 0 to 2%
  - ii. modification of the adult axis : — 2 to 8%
- (f) ANKLE :
  - Tibio-tarsal fracture (without major stiffness) :
    - i. simple sprain or isolated fracture of the external malleolus or both : — 0 to 2%
    - ii. isolated fracture of the internal malleolus :
      - (A) without diastasis : — 0 to 2%
      - (B) with diastasis or pseudarthrosis : — 2 to 5%
    - iii. bi-malleolar fracture :
      - (A) without diastasis : — 2 to 3%
      - (B) with diastasis : — 3 to 6%
  - Fracture of the foot :
    - i. astragalus :
      - (A) slight sequelae : — 2%
      - (B) moderate sequelae : — 4 to 5%
    - ii. calcaneus :

- (A) greater tuberosity or fracture without displacement or joint involvement : — 2%
  - (B) with joint involvement or displacement : — 3 to 8%
  - iii. mid-tarsal region :
    - scaphoid, cuboid, cuneiforms : — 0 to 5%
  - (g) ANKLE AND FOOT : arthrodesis and ankylosis :
    - tibio-astragal joint — in position of function (maximum plantar-flexion of 0° to 5°) : — 12%
    - sub-talar joint only — in good position : — 5 to 8%
    - sub-talar and mid-tarsal joints (tribe arthrodesis) : — 12 to 18%
    - sub-talar and tibio-astragal joints : — 15 to 20%
    - mid-tarsal joints : — 3 to 6%
    - great toe at metatarso-phalangeal joint (along the axis of the 1<sup>st</sup> metatarsal bone) : — 2,5%
    - interphalangeal — great toe : — 1%
    - other toes : — 0,5%
  - (D) SPINE :
    - (a) The bone structure of the spine : — 70%
    - (b) The cervical spine : — 40%
    - (c) The dorsolumbar spine : — 40%
- N.B.** Vertebral pathology where instability persists, neurological disorders and functional sequelae with major restrictions of the rachis with respect to effort are evaluated as follows :
- (1) the degree of impairment suggested for bone fusions is calculated with an enhancement factor which must be justified by the evaluating physician ;
  - (2) every complex case with neurological or other disorders is evaluated following a joint examination in the specializations concerned.
- (E) CERVICAL SPINE :
    - (a) Cervical sprain without structural radiological lesion, but with painful sequelae : — 2%
    - (b) Stable chip fracture without major disorder : — 3%

(c) Fracture of one or 2 vertebrae with dislocation or subluxation, without neurological disorder, with or without injury to the posterior arch and the spinous process : — 8 to 15%	— less than 25% of the body of a vertebra : — 5 to 8% — less than 50% of the body of a vertebra : — 8 to 12%
(d) Open reduction and fusion of 2 vertebral bodies — anterior approach : — 5 to 10% — posterior approach : — 15 to 20% — C-1, C-2 ankylosis or grafting with loss of rotation : — 20%	(G) DORSOLUMBAR SPINE : (a) Stable fracture of D-12 or L-1, without neurological disorder : — less than 25% of the body of a vertebra : — 5 to 10% — less than 50% of the body of a vertebra : — 10 to 15%
(e) Open reduction and fusion of 3 vertebral bodies : — anterior approach : — 12 to 20% — posterior approach : — 15 to 25%	(b) Stable fracture of D-12 and L-1, without neurological disorder : — less than 25% of the body of a vertebra : — 8 to 18% — less than 50% of the body of a vertebra : — 15 to 25%
(f) Operated cervical herniated disc, with or without fusion (Cloward) : — cervical discectomy — 1 level : — 5 to 10% — cervical discectomy — 2 levels : — 8 to 12%	(H) LUMBAR SPINE : (a) Fracture of one vertebra : — less than 25% of the body of a vertebra : — 2 to 5% — over 25% but less than 50% of the body of a vertebra : — 5 to 10%
(F) DORSAL SPINE : (a) Severe thoracodorsal traumatism (including the sternum and ribs) : — without immediate traumatic, radiological lesions but followed by osteoarthritic phenomena or aggravation of a prior pathological condition : — 2 to 5% — with radiological lesions and intercostal neuralgias : — 5 to 10%	(b) More than one vertebra : — less than 25% of the body of a vertebra : — 4 to 8% — over 25% but less than 50% of the body of a vertebra : — 8 to 15%
(b) Stable fracture of one vertebral body, without neurological disorder : — less than 25% of the body of a vertebra : — 2 to 5% — less than 50% of the body of a vertebra : — 5 to 8%	(c) Lumbar discectomy : — 1 level : — 5 to 8% — 2 levels : — 10 to 15%
(c) Stable fracture of 2 vertebral bodies without neurological disorder :	

(d) Lumbar fusion :

- 1 space (with or without discectomy) : — 8 to 12%
- 2 spaces (with or without discectomy) : — 12 to 20%
- more than 2 spaces (with or without discectomy) : — 15 to 25%

(e) Fracture of a spinous process, transverse process, chip fracture, pseudarthrosis :

— 0 to 2%

**N.B.** For the application of paragraphs *F* and *G* and subparagraph *d* of paragraph *H* it must be noted that a deformity of over 50% is normally accompanied by neurological disorders or vertebral instability.

If the deformity is accompanied by neurological disorders, it is evaluated by adding the percentages granted for vertebral deformities to which are added the percentages for neurological sequelae without applying the deduction principle provided for in section 9.

If the deformity is accompanied by vertebral instability radiologically proved, the lesion necessitates, generally, a fusion of 2 or 3 spaces and the impairment is then fixed according to the extent of the bone fusion. This evaluation appears in subparagraph *d* of paragraph *H*.

## TITLE II

### CENTRAL AND PERIPHERAL NERVOUS SYSTEM

#### (A) CRANIOCEREBRAL TRAUMATISM :

##### (a) Cerebral commotion or contusion

- without identifiable and measurable residuals ; presence of subjective symptoms only : — 0 to 5%
- without signs of organic neurological impairment in spite of a particularly extended coma with brain stem injury, permanent impairment must be established with the aid of psychological or psychiatric evaluation ;
- if there are residuals, such residuals must be evaluated in accordance with the pertinent table (see paragraphs *B* and *C*) ;

##### (b) Fracture(s) of the skull

- linear without displacement : — 1 to 2%
- with recess, with or without a depressed fracture of the skull, without dura mater laceration :
  - i. requiring elevation by trepanation : — 1 to 3%
  - ii. in case of craniectomy and plasty (according to localization and extent) : — 2 to 7%

— with recess and cortico-dura mater lacerations, whether or not complicated by sino-curicular lacerations and extrusion of brain matter.

Objective neurological signs are compensated in accordance with the fixed percentages. Following such trauma, the possibility of an appearance of epilepsy is taken into account. The evaluation table is the same as following closed cranial trauma.

— fracture of the base with dura mater tear leading to a subarachnoidal fistula via one of the paranasal sinuses or via the external auditory duct. The evaluation may only be final after 2 years.

- At the end of such period if menigitus without sequela occurred or if the fracture line continues to be present on tomographies, to the percentage already accorded must be added : — 5%
- hydrocephalus justifying a derivation of cerebrospinal fluid : — 20%
- (c) Cerebral commotions or contusions or both complicated by a closed linear cranial fracture, without neurological sequelae discernable or measurable by usual clinical procedures : — 2 to 6%

##### (d) Post-traumatic epilepsy :

— occurrences of epileptic fits : if delayed clinical signs of epilepsy have appeared, use the following Table, according to whether or not they are controlled by anticonvulsants :

- i. the epileptic fits slightly disturb the activities of daily living : — 5 to 15%
- ii. the epileptic fits moderately disturb the activities of daily living : — 20 to 45%
- iii. the epileptic fits require constant supervision or confinement : — 100%

— no epileptic fits : the evaluation may not be final until 2 years after the traumatism.

##### After such lapse of time :

- i. the electroencephalogram is normal : partial permanent impairment : — 0%
- ii. the electroencephalogram is abnormal : multifocal or localized epileptic anomalies definitely the risk of possible

occurrence of symptomatic epilepsy ; to the impairment already assessed, add :	— 5%	(f) Vestibulocochlear nerve :	
(B) CRANIAL NERVES :		— cochlear, total traumatic unilateral deafness :	— 8%
(a) Olfactory nerve :		— total post-traumatic bilateral deaf- ness, sudden and more or less com- plete :	— 30 to 60%
— total unilateral loss :	— 0%	— disturbance of vestibular functions :	
— total bilateral loss :	— 3%	i. without disturbing the activities of daily living :	— 0 to 5%
(b) Optic nerve :		ii. certain restriction concerning the daily activities of living, but without need of assistance :	— 5 to 20%
— total unilateral loss :	— 16%	iii. unable to perform the activities of daily living :	— 20 to 60%
— total bilateral loss :	— 100%	(g) Glossopharyngeal nerve, pneumogastric nerve (isolated or combined injury to such nerves) :	
(c) Oculomotor, trochlear (pathetic), abducent nerves :		— dysphagia :	
— complete loss : (injured singly or in combination, causing double vision which may be corrected by covering one eye) :	— 16%	i. as determined by diet :	— 10 to 30%
(d) Trigeminus nerve :		ii. feeding by stomach tube :	— 40%
— total unilateral sensory loss (accord- ing to neuritic dysesthesia) :	— 1 to 10%	— dysphonia :	
— supraorbital anesthesia :	— 1 to 3%	i. minimal : able to express most needs :	— 0 to 12%
— upper maxillary branch :		ii. moderate : serious restrictions, per- son limited to expressing essential needs only :	— 12 to 20%
i. affecting the hard palate, dental arch and lip :	— 2 to 6%	iii. marked : no articulated language :	— 20 to 35%
ii. affecting the anterior dental arch and the lip :	— 2 to 4%	(h) Hypoglossal nerve :	
iii. affecting the upper lip :	— 1 to 3%	— unilateral paralysis :	— 0%
— inferior maxillary branch affecting anterior dental arch and lip :	— 1 to 4%	— bilateral paralysis causing :	
(e) Facial nerve :		i. dysphagia :	
— total unilateral paralysis :	— 10 to 15%	(A) as determined by diet :	— 10 to 30%
— paralysis of the ophthalmic branch :	— 1 to 10%	(B) feeding by stomach tube :	— 40%
— paralysis of the buccal and mandibu- lar branch :	— 1 to 6%	ii. dysphonia :	
— total bilateral paralysis :	— 30 to 45%		

(A) minimal : able to express most needs :	— 0 to 12%	ii. satisfactory reflex function but without voluntary control :	— 15 to 30%
(B) moderate : serious restrictions, person limited to expressing essential needs only :	— 12 to 20%	iii. poor reflex activity and lack of voluntary control of reflex activity, up to total lack of control :	— 30 to 60%
(C) marked : no articulated language :	— 20 to 35%	— anorectal function :	
(C) CEREBRAL-SPINAL INJURY :		i. limited voluntary control :	— 0 to 5%
(a) Spinal cord or brain or both :		ii. presence of automatic reflex but lack of voluntary control, up to lack of automatic reflex :	— 10 to 25%
— posture and ability to walk :		(b) Brain :	
i. able to stand, but with difficulty in walking :	— 5 to 20%	— communication disturbances (dysphasia, aphasia, alexia, agraphia, acalculia) :	
ii. able to stand, but able to walk on a plane surface only or not at all :	— 25 to 60%	i. minor difficulty :	— 0 to 15%
iii. unable to stand or walk :	— 100%	ii. able to understand linguistic symbols but unable to emit sufficient or appropriate language, depending on language capacity :	— 25 to 80%
— use of upper extremities : unilateral loss		iii. unable to understand language or speak :	— 100%
i. mildly impaired digital dexterity :	— 5 to 10%	— disturbances or higher cognitive functions : known organic cerebral injury affecting orientation, understanding, memory, judgment, introspection and social behavior :	
ii. lack of digital dexterity :	— 15 to 25%	i. disturbances which do not stop victim from performing the tasks of daily living :	— 5 to 15%
iii. self-care performed with difficulty :	— 30 to 35%	ii. some supervision required :	— 20 to 45%
iv. incapable of self-care :	— 40 to 70%	iii. almost constant supervision required :	— 45 to 80%
— respiration :		iv. need for seclusion or confinement in a protected milieu, domestic or otherwise ; the victim is incapable of self-care :	— 100%
i. respiration difficult only when additional exertion is required :	— 5 to 20%	— emotional disturbances, which may also be caused by organic cerebral injury, and include irritability, euphoria, depression, involuntary laughter and crying, akinetic mutism. Psychiatric or psychological evaluation is required ;	
ii. very serious difficulty when walking :	— 25 to 50%		
iii. victim confined to bed or lack of spontaneous breathing :	— 100%		
— bladder functions :			
i. dysfunction in the form of imperative miction :	— 5 to 10%		

— disturbances of consciousness which include confusion, a semi-conscious state or stupor (no reaction to pain stimuli) and coma :

- i. minor alteration : — 5 to 20%
- ii. moderate alteration : — 25 to 70%
- iii. stupor or semi-consciousness or coma : — 100%

— neurological disorders or other disturbances of consciousness such as syncope, epilepsy, cataplexy or narcolepsy :

- i. when slightly impairing the performance of the activities of daily living : — 5 to 15%
- ii. when moderately disturbing the ability to perform the activities of daily living : — 20 to 45%
- iii. when greatly disturbing the ability to perform the activities of daily living : — 45 to 80%
- iv. when entailing constant supervision, confinement or suspension of the activities of daily living : — 100%

#### (D) THE PERIPHERAL NERVOUS SYSTEM :

(a) Impairment caused by injury to a root :

Injured spinal nerve root	Loss of function through sensory impairment	Loss of function through motor impairment	Loss of function through sensory and motor impairment
C-5	0 to 4%	0 to 20%	0 to 20%
C-6	0 to 6%	0 to 25%	0 to 25%
C-7	0 to 4%	0 to 25%	0 to 25%
C-8	0 to 4%	0 to 30%	0 to 30%
T-1	0 to 4%	0 to 15%	0 to 15%
L-3	0 to 4%	0 to 15%	0 to 15%
L-4	0 to 4%	0 to 15%	0 to 15%
L-5	0 to 4%	0 to 25%	0 to 25%
S-1	0 to 4%	0 to 15%	0 to 15%

(b) Impairment resulting from injury to the brachial plexus :

— total impairment (sensory and motor) : — 0 to 70%

	Loss of function through sensory impairment	Loss of function through motor impairment	Loss of function through sensory and motor impairment
Upper trunk (C-5 C-6 Erb-Duchenne paralysis)	0 to 20%	0 to 50%	0 to 50%
Middle trunk (C-7)	0 to 4%	0 to 25%	0 to 30%
Lower trunk (C-8 T-1 Klumpke-Déjerine syndrome)	0 to 15%	0 to 50%	0 to 50%

(c) Impairment caused by injury to a spinal nerve and affecting the head and neck :

Injured nerve	Loss of function through sensory impairment	Loss of function through motor impairment	Loss of function through sensory and motor impairment
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Greater occipital nerve	0 to 5%	0%	0 to 5%
Lesser occipital nerve	0 to 3%	0%	0 to 3%
Great Auricular Nerve C-2, C-3	0 to 3%	0%	0 to 3%
Spinal accessory	0%	0 to 10%	0 to 10%

(d) Impairment of peripheral spinal nerves affecting an upper extremity :

Injured nerve	Loss of function through sensory impairment	Loss of function through motor impairment	Loss of function through sensory and motor impairment
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Anterior thoracic nerves	0%	0 to 4%	0 to 4%
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Circumflex (axillaris)	0 to 4%	0 to 25%	0 to 25%
Angular and rhomboidal nerve (dorsalis scapulae)	0%	0 to 4%	0 to 4%
Serratus magnus (thoracalis longus)	0%	0 to 10%	0 to 10%
Internal cutaneous brachial (cutaneus brachii medialis)	0 to 3%	0%	0 to 3%
Internal cutaneous brachial (cutaneus ante-brachii medialis)	0 to 3%	0%	0 to 3%
Median nerve (above middle forearm)	0 to 30%	0 to 40%	0 to 45%
Median nerve (below middle forearm)	0 to 30%	0 to 25%	0 to 25%
Musculo-cutaneous nerve	0 to 4%	0 to 15%	0 to 15%
Radial (triceps lost)	0 to 4%	0 to 35%	0 to 35%
Radial (triceps not lost)	0 to 4%	0 to 25%	0 to 25%
Upper and lower nerves of the sub-scapularis and teres major (subscapularis)	0%	0 to 4%	0 to 4%
Supra-scapularis	0 to 4%	0 to 10%	0 to 12%
Greater dorsal nerve (thoraco-dorsalis)	0%	0 to 7%	0 to 7%
Cubital (ulnar) above middle forearm	0 to 7%	0 to 25%	0 to 25%
Cubital (ulnar) below middle forearm	0 to 7%	0 to 15%	0 to 20%

(e) Impairment of a unilateral nerve affecting the inguinal region :

Injured nerve	Loss of function through sensor impairment
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Greater abdominal genital (ilio-hypogastricus)	0 to 3%
Lesser abdomino-genital (ilio-inguinalis)	0 to 5%

(f) Impairment caused by spinal nerve injury affecting lower extremities :

Injured nerve	Loss of function through sensory impairment	Loss of function through motor impairment	Loss of function through sensory and motor impairment
Femoral (femoralis)	0 to 3%	0 to 20%	0 to 20%
Genitofemoral (genito-femoralis)	0 to 3%	0%	0 to 3%
Gluteal (gluteus inferior)	0%	0 to 10%	0 to 10%
Femoro-cutaneous (cutaneus femoris lateralis)	0 to 4%	0%	0 to 4%
Obturator, internal obturator, pyramidal, quadratur femoris and upper gemellus nerves	0%	0 to 7%	0 to 7%
Gluteus superior	0%	0 to 10%	0 to 10%
Posterior cutaneous of the thigh	0 to 2%	0%	0 to 2%
Greater sciatic, above ischiotibial branches	0 to 20%	0 to 45%	0 to 50%
External peroneal :	0 to 2%	0 to 18%	0 to 20%
i. anterior tibial (peroneus profundus) above mid-leg	0%	0 to 12%	0 to 12%
below mid-leg	0%	0 to 3%	0 to 3%
ii. musculo-cutaneous (peroneus superficialis)	0 to 3%	0 to 5%	0 to 7%
— Internal popliteal nerve :			
i. above knee	0 to 7%	0 to 18%	0 to 20%
ii. posterior tibial			

A) at soleus level	0 to 7%	0 to 12%	0 to 12%
B) at mid-calf level	0 to 7%	0 to 7%	0 to 10%
iii. internal plantar ( <i>medial plantaris</i> )	0 to 2%	0 to 3%	0 to 4%
iv. external plantar ( <i>lateral plantaris</i> )	0 to 2%	0 to 3%	0 to 4%
v. external sapheneus ( <i>cutaneous sural</i> )	0 to 2%	0%	0 to 2%

### TITLE III

#### I — MAXILLO-FACIAL TRAUMA

(concerning the fields of : dental, neurologic, otorhinolaryngologic, ophthalmologic and plastic surgery)

##### (A) LESIONS OF THE JAWS AND HARD PALATE :

###### (a) Mutilations

- loss of both maxillae, with loss of dental arch, hard palate and nasal bone structure : — 30 to 80%
- loss of mandible, including the entirety of its dental portion : — 50 to 80%
- loss of one maxilla, oronasal fistula and extensive loss of mandibular arch tissue : — 40 to 75%
- loss of a single maxilla, with retention of the other one and of the mandibular arch : — 20 to 40%

###### (b) Loss of tissue, pseudarthrosis, malunion :

###### — maxilla :

###### i. pseudarthrosis :

- great mobility of the entire maxilla (cranio-facial fracture), mastication problems (including of impairment for loss of teeth) : — 10 to 40%

- malunion with mobility of an extensive fragment of the maxilla, the remainder remaining fixed ; according to the size of the mobile fragment and the possibility of mastication or of a prosthesis (including of impairment for loss of teeth) : — 5 to 25%

- loss of tissue from the hard and soft palates, or from the hard palate only with large oronasal or orosinusul fistula, both these mutilations being the cause of similar problems (speech disorders and deglutition) : — 10 to 30%

- loss of tissue from the hard palate, involvement of the dental arch, possibility of prosthesis : — 3 to 7%

- partial loss of tissue from the dental arch, no possibility of a functional and adequate prosthesis (increases impairment for loss of teeth) : — 0 to 5%

###### ii. malunion :

- any deformation that causes serious difficulty in dental occlusion (false retrognathia, latero-deviation) with no possibility of a prosthesis (including impairment for loss of teeth) : — 10 to 20%

- malunion resulting in slight difficulty in dental occlusion, comparable to problems related to prosthesis or periodontal problems : — 3 to 10%

###### — mandible :

###### i. loss of tissue :

- (A) extensive loss of tissue, with loose pseudarthrosis, allowing neither mastication nor fitting of a prosthesis (including impairment for loss of teeth) : — 15 to 20%

- (B) partial loss of tissue from dental arch with the possibility of a good functional prosthesis (this does not include impairment for loss of teeth) : — 0 to 5%

###### ii. pseudarthrosis :

- (A) tight pseudarthrosis of the ramus : — 0 to 5%

(B) loose pseudarthrosis of the ramus :	— 5 to 10%
(C) tight pseudarthrosis of the body of the mandible :	— 5 to 10%
(D) loose pseudarthrosis of the body of the mandible :	— 10 to 20%
(E) tight pseudarthrosis of the symphysis :	— 5 to 10%
(F) loose pseudarthrosis of the symphysis :	— 10 to 20%
iii. malunion : as described for the maxilla ;	
(c) Temporomandibular articulations and other lesions that interfere with the function thereof	
— ankylosis :	
i. total ankylosis allowing the passage of liquids only :	— 15 to 50%
ii. lesser restriction of mouth opening, making eating more or less difficult and dental treatment almost impossible ; according to the size of the opening measured from the edge of the incisors :	
(a) opening less than 10 mm :	— 10 to 40%
(b) opening from 10 to 30 mm :	— 5 to 20%
— intra-articular and para-articular fractures of the temporomandibular joint :	
i. fracture of the neck of the condylar process, with no appreciable displacement or serious functional problems :	— 0 to 3%
ii. fracture of the neck of the condyle, with internal displacement, without angulation or dislocation, with retention of propulsion movement :	— 2 to 5%
iii. fracture with internal angulation of 45° and with dislocation of the head of the condyle and with loss of propulsion movement :	— 4 to 10%
iv. fracture with antero-internal angulation, loss of propulsion and rotation :	— 5 to 15%

v. intra-articular fracture with no displacement causing lessening of propulsion or rotation, lesion of the meniscus that may develop into post-traumatic arthrosis :	— 0 to 6%
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(d) Damage to or loss of teeth (teeth lost or damaged during an accident or during restoration) :

Maxilla or mandible

— central incisor :	1%
— lateral incisor :	0,75%
— canine :	1,5%
— 1 <sup>st</sup> premolar :	1%
— 2 <sup>nd</sup> premolar :	1%
— 1 <sup>st</sup> molar :	1,25%
— 2 <sup>nd</sup> molar :	1%

The percentages for loss of teeth are cumulative. The percentages thus obtained is reduced by 2/3 if the victim is fitted with a permanent prosthesis.

It is reduced by 1/3 if the injured person is correctly fitted with a well supported, removable prosthesis, such apparatus not constituting *restitutio in integrum* but contributing appreciably to the improvement of the victim's functional condition.

(B) FRONTO-ORBITO-NASAL AREA :

(a) Cranio-facial fracture :	
— fracture of the cribriform plate of the ethmoid bone with rhinorrhea :	— 3 to 5%
— depression of the frontal sinus :	— 0 to 5%
— post-traumatic hypertelorism :	
i. unilateral, with or without blockage of the lacrimal duct :	— 0 to 5%
ii. bilateral, with or without blockage of the lacrimal duct :	— 0 to 8%
(b) Fracture of the floor of the orbit :	
— displacement of the eyeball accompanied by enophthalmia and diplopia :	— 1 to 25%
— malposition of canthus, change in palpebral fissure, according to functional difficulty :	— 0 to 5%

- (c) Fracture of the malar bone and the zygoma :  
 — deformation with no obstruction of the mandible : — 0 to 3%  
 — with obstruction of the mandible : — 5 to 20%
- (d) Fracture of the nose :  
 — obstructions :  
 i. unilateral mechanical obstruction : — 0 to 2%  
 ii. bilateral mechanical obstruction : — 0 to 5%  
 iii. functional obstruction : — 2 to 5%  
 iv. total obstruction with dyspnea after moderate effort (according to the evaluation of the rhinologist) ;  
 — perforation of the septum :  
 i. asymptomatic : — 0 to 1%  
 ii. symptomatic : — 1 to 5%  
 — post-traumatic trophic conditions : — 0 to 5%

**(C) SALIVARY GLANDS :**

Permanent fistulae following surgical failure, according to the importance of the gland : — 5 to 15%

**(D) TONGUE (total or partial anatomic loss) :**

Evaluation according to functional difficulty (dysphagia — dysphonia) :

- (a) Minimal : — 0 to 5%  
 (b) Moderate : — 5 to 20%  
 (c) Marked : — 20 to 80%

**II — VISION**

Impairment resulting from loss of sight is determined according to Table number 1 entitled VISION inserted below.

Impairment must always be determined after optical correction by glasses.

Where possible, the visual acuity (after correction) that the victim possessed before the accident must be indicated. The procedure demonstrated in the 6 examples given in this section must be followed.

Where a victim previously having sight in only one eye loses his other eye, the resulting impairment is 100% :

- (A) Loss of vision in one eye : — 16%  
 (B) Enucleation of one eye : — 18%

**TABLE NO. 1**  
**VISION**

<i>Smellen scale</i>		20/20	20/22	20/25	20/30	20/35	20/40	20/50	20/70	20/100	20/200	0
	<i>French scale</i>	1,0	0,9	0,8	0,7	0,6	0,5	0,4	0,3	0,2	0,1	0
20/20	1,0	0,0	0,0	0,0	0,25	0,75	1,5	3,5	6,0	9,0	12,0	16
20/22	0,9	0,0	0,0	0,25	0,5	1,0	2,0	4,0	7,0	10,0	13,0	17
20/25	0,8	0,0	0,25	0,5	1,0	2,0	3,0	5,0	8,0	11,0	14,0	18
20/30	0,7	0,25	0,5	1,0	2,0	3,0	4,0	6,0	9,0	12,0	15,0	19
20/35	0,6	0,75	1,0	2,0	3,0	4,0	6,0	9,0	12,0	15,0	19,0	23
20/40	0,5	1,5	2,0	3,0	4,0	6,0	9,0	12,0	15,0	20,0	25,0	30
20/50	0,4	3,5	4,0	5,0	6,0	9,0	12,0	15,0	20,0	27,0	35,0	40
20/70	0,3	6,0	7,0	8,0	9,0	12,0	15,0	20,0	27,0	35,0	45,0	53
20/100	0,2	9,0	10,0	11,0	12,0	15,0	20,0	27,0	35,0	45,0	58,0	68
20/200	0,1	12,0	13,0	14,0	15,0	19,0	25,0	35,0	45,0	58,0	73,0	85
0,0	0,0	16,0	17,0	18,0	19,0	23,0	30,0	40,0	53,0	68,0	85,0	100

The following 6 examples are inserted as examples in order to assist the specialist in applying the preceding table.

**EXAMPLE 1 :**

**INJURY TO 2 PREVIOUSLY NORMAL EYES :**

- (a) before the accident : (R)20/20 (L)20/20
- (b) after the accident,  
after correction : (R)20/70 (L)20/50
- (c) impairment rate granted : 20%

**EXAMPLE 2 :**

**INJURY TO 2 PREVIOUSLY ABNORMAL EYES :**

- (a) before the accident,  
after correction : (R)20/50 (L)20/40
- (b) after the accident,  
after correction : (R)20/70 (L)20/100
- (c) impairment rate after  
the accident : 35%
- (d) impairment rate before  
the accident : 12%
- (e) impairment rate granted :  
35% — 12% 23%

**EXAMPLE 3 :**

**INJURY TO 1 EYE, 2 EYES BEING PREVIOUSLY ABNORMAL :**

- (a) before the accident,  
after correction : (R)20/200 (L)20/30
- (b) after the accident,  
after correction : (R)20/200 (L)20/70
- (c) impairment rate  
after the accident : 45%
- (d) impairment rate  
before the accident : 15%
- (e) impairment rate granted :  
45% — 15% 30%

**EXAMPLE 4 :**

**INJURY TO 2 PREVIOUSLY NORMAL EYES :**

- (a) before the accident : (R)20/20 (L)20/20
- (b) after the accident,  
after correction : (R) enucleated (L)20/100
- (c) impairment rate granted :  
68% plus 2% for enucleation : 70%

**EXAMPLE 5 :**

**INJURY TO 1 EYE, THE OTHER BEING PREVIOUSLY ABNORMAL :**

- (a) before the accident,  
after correction : (R)20/200 (L)20/20
- (b) after the accident,  
after correction : (R)20/200 (L)20/40
- (c) impairment rate  
after the accident : 25%
- (d) impairment rate  
before the accident : 12%
- (e) impairment rate granted :  
25% — 12% : 13%
- (f) if the right eye had been  
normal before the accident, the  
impairment could have been : 1,5

**EXAMPLE 6 :**

**INJURY TO 1 EYE, THE OTHER BEING PREVIOUSLY ABNORMAL :**

- (a) before the accident,  
after correction : (R)20/70 (L)20/20

- (b) after the accident,  
after correction : (R)20/70 (L)0,0
- (c) impairment rate  
after the accident : 53%
- (d) impairment rate  
before the accident : 6%
- (e) impairment rate granted :  
53% — 6% : 47%
- (f) if the right eye had been  
normal before the accident, the  
impairment would have been : 16%

#### TITLE IV GENITO-URINARY SYSTEM

- (A) NEPHRECTOMY :
- (a) With normal results of basic tests : — 10%
- (b) Impairment of renal function, ac-  
cording to the changes in basic tests : — 20 to  
40%
- (B) URINARY BY-PASS (urinary  
shunt) : — 20%
- (C) BLADDER DAMAGE (anatomical or function-  
al) :
- (a) Cured with no complications or  
residual infection : — 0%
- (b) Infection or incontinence, according  
to seriousness (evaluation made after  
optimum recovery, or recovery ex-  
pected 12 to 18 months after the acci-  
dent) : — 5 to  
15%
- (D) URETHRA DAMAGE :
- (a) Contraction requiring occasional di-  
lation (every 3 or 4 months) : — 5%
- (b) Contraction requiring treatment (ev-  
ery 3 or 4 weeks) : — 10%
- (c) Surgically incurable fistulae : — 15%
- (E) MALE GENITAL ORGANS :
- (a) Penis (total or partial emasculation) : — 20%
- (b) Loss of one testicle, the other remain-  
ing functional : — 5%
- (c) Loss of both testicles :
- i. up to 17 years of age, inclusive : — 30%

- ii. from 18 to 60 years of age, inclusive : — 10 to  
25%
- iii. over 60 years of age : — 5%

#### (F) FEMALE GENITAL ORGANS :

- (a) Internal genital organs :
- loss of one ovary, with or without  
connecting fallopian tube (the corre-  
sponding organs remaining intact) : — 5%
- loss of both adnexa :
- i. up to 16 years of age, inclusive : — 30%
- ii. from 17 to 60 years of age, inclusive : — 10 to  
25%
- iii. over 60 years of age : — 5%
- loss of uterus : — 5%
- (b) External genital organs (the percentages given be-  
low are not cumulative) :
- loss of vagina, complete removal : — 20%
- destruction of upper half of vagina : — 14%
- loss of vulva or clitoris : — 15%

#### TITLE V RESPIRATORY SYSTEM

##### (A) IMPAIRMENT OF VENTILATORY FUNC- TION :

Impairment of ventilatory function may occur as a re-  
sult of a thoracic traumatism or a neurological lesion.  
Post-traumatic impairment of ventilatory function is never  
considered separately in the case of an accident. The  
neurological aspect is evaluated according to Title II of  
this Schedule. The traumatic aspect must be evaluated by  
a pneumologist, taking daily activities into consideration  
and according to the following criteria :

- (a) Clinical, objective and subjective criteria :
- dyspnea I to V (internal classification)
- cough
- sputum
- orthopnea
- bronchial and parenchymatous rales
- general physical examination
- smoking

- chest pain
- hemoptysis
- pulmonary history
- occupation ;
- (b) Objective criteria :
- i. roentgenography :

Oblique and lateral posteroanterior high-voltage X-rays are taken for the examination of the :

- pulmonary parenchyma
- condition of the heart
- pleura
- thoracic skeleton
- ii. respiratory physiology :

The evaluation includes the study of :

- vital capacity
- respiratory volume
- forced expiratory volume
- CO<sub>2</sub> tests
- arterial blood gases.

In special cases, such as trauma or lungs in respiratory distress, the following tests are required :

- diffusing capacity
- venous admixture.

It should be noted that the values computed as standard according to international norms are valid within a range of 20% of the standard values established herein. These standard values vary according to age, weight and become less and less valid with advanced age, especially with respect to CO<sub>2</sub> tests.

Data on restrictive or obstructive ventilatory defect or a combination of the two must be compiled in order to be able to assess loss of ventilatory function with respect to an accident, disease, bronchitis, obesity or an idiopathic parenchymatous impairment.

Tests of ventilatory function are entirely valid where there is proof of progressive effort. (Jones' test)

As it is impossible to evaluate respiratory impairment to within 1%, the impairment will be 0% or 10% and over.

#### Classes of respiratory impairment :

##### Class I :

Roentgenograms of the chest usually appear normal, but there may be evidence of healed or inactive disease of the chest such as minimal nodular silicosis or pleural scars. Dyspnea when it occurs, results from the nature of the activity. Values obtained from tests of ventilatory function are not less than 85% of predicted normal values for the victim's age, sex, and height :

— 0%

##### Class II :

Roentgenograms of the chest may be normal or abnormal. Dyspnea does not occur at rest and seldom occurs during the performance of activities of daily living. The victim can keep pace with persons of the same age and body build on a level surface without breathlessness, but not on hills or stairs. Values obtained from tests of ventilatory function are in the range of 70% to 85% of the predicted normal values for the victim's age, sex, and height :

— 10 to 20%

##### Class III :

Roentgenograms of the chest may be normal, but usually are not. Dyspnea does not occur at rest but does occur during the performance of activities of daily living. However, the victim can walk 2 kilometres (1 mile) at his own pace without experiencing dyspnea, although he cannot keep pace on a level surface with others of the same age and body build. Values obtained from tests of ventilatory function are in the range of 55 to 70% of the predicted normal values for the victim's age, sex, and height. The test of arterial oxygen saturation when per-

formed at rest and after exercise, is usually 88% or greater : — 25 to 35%

**Class IV :**

Roentgenograms of the chest are usually abnormal. Dyspnea occurs during such activities as climbing one flight of stairs or walking 100 metres (yards) on level ground, on less exertion, or even at rest. Values obtained from tests of ventilatory function are less than 55% of predicted normal values for the victim's age, sex, and height. The test of arterial oxygen saturation, when performed at rest or after exercise, is usually less than 88% : — 50% and over.

A ventilatory impairment over 60% is equivalent to an impairment of : — 100%

**(B) TRAUMATIC BRONCHOPULMONARY IMPAIRMENT :**

This traumatic impairment entails anatomic changes with objective sequelae, without impairment of ventilatory function. Thoracic, traumatic and surgical impairment are taken into account :

**(a) Tracheobronchial rupture : (chronic irritation, etc...)**

- i. minimal : — 2 to 5%
- ii. moderate : — 5 to 10%
- iii. marked : — 10 to 15%

**(b) Pleuropulmonary scar :**

A perforating wound, contusion or other type of scar that does not impair ventilatory function.

There may be loss of tissue :

- i. minimal : — 0 to 3%
- ii. moderate : — 3 to 5%
- iii. marked : — 5 to 10%

**TITLE VI  
DIGESTIVE SYSTEM**

**(A) SUPRADIAPHRAGMATIC :**

(a) Tongue : impairment is evaluated in accordance with Title III ;

- (b) Oesophagus (thoracic trauma) : Damage accompanied by stenosis persists requiring medication ; diet remains more or less normal : — 5 to 10%

**(B) SUBDIAPHRAGMATIC :**

- (a) Laparotomy : — 3 to 5%

**(b) Stomach and duodenum :**

- i. traumatic rupture : — 3 to 5%

ii. stress ulcer, study of case history, post-traumatic changes in a pre-existing condition :

- followed by a total recovery : — 0%
- followed by progression toward a chronic condition : — 5%
- followed by deterioration toward stenosis : — 15 to 20%

**(c) Small intestine :**

According to lesion and size of resection : — 0 to 15%

**(d) Liver :**

- simple laceration without considerable tissue loss : — 0 to 5%
- serious laceration with loss of tissue : — 5 to 15%
- complications caused by fistulae, with impairment of hepatic function : — 5 to 25%

**(e) Pancreas :**

- no digestive disorders, tests normal : — 3 to 5%
- digestive disorders, changes in functional tests for exocrine and endocrine secretions : — 10 to 30%

**(f) Spleen :**

Although not part of the digestive system, the spleen, as an intra-abdominal organ, has been placed under this Title.



- in the case of an adult, ablation of the spleen does not in itself determine compensatory impairment. The percentage of compensation provided for a laparotomy is applied : — 3 to 5%
- in the case of a child, the loss of this organ may disturb the hematopoietic system. Childhood terminates with the beginning of puberty, which occurs at about 11 years in the case of girls and at 12 to 13 years in the case of boys. The evaluation must be referred to a hematologist : — *special consideration*

## TITLE VII CARDIOVASCULAR SYSTEM

Vascular injuries are usually accompanied by multiple lesions and do not require a special evaluation. However, complications resulting from a vascular lesion must be distinguished from symptoms originating in the nervous or musculo-skeletal system ; the vascular diagnosis must be based on objective clinical findings or specific recognized vascular examinations.

In order to establish a relationship between an accident and a cardiovascular abnormality :

(a) the vascular lesion must not have been present before the accident and presence of the following must be looked for :

- i. symptoms suggesting a certain degree of vascular insufficiency or other disorder having occurred before the traumatism ;
- ii. signs of a disease already recorded in previous examination reports ;
- iii. chronic vascular insufficiency or other disease in the untraumatized extremity.

However, it must be borne in mind that the traumatism may have worsened a pre-existing disease which probably would have remained asymptomatic for a long period of time ;

(b) the lesion must have developed within a reasonable period of time after the traumatism, that is, less than 15 days ; and in particular instances and with justification the time period may be extended to 90 days ;

(c) the traumatism must show sufficient signs of localization and severity.

### (A) MAJOR CARDIOVASCULAR LESIONS :

Major cardiovascular lesions must be assessed individually and the severity of the lesion and possible future

consequences must be borne in mind in the cases where there are no immediate sequelae.

The following lesions are type cases which must be assessed by a specialist in cardiovascular and thoracic surgery :

- (a) Cardiac and pericardiac lesion ;
- (b) Lesion of arterial trunks and major veins : thoracic and abdominal aorta, pulmonary artery, arteries of the aortic trunk, superior and inferior vena cava ;
- (c) Carotid lesion ;
- (d) Arterial or venous anomaly of the thoracic outlet ;
- (e) Aneurism, true or false ;
- (f) Arteriovenous fistula ;
- (g) High blood pressure secondary to a renal lesion.

### (B) VASCULAR LESIONS AFFECTING THE EXTREMITIES :

The severity of an impairment is determined by using the following classification :

- (a) In the case of an asymptomatic extremity, whether there is a loss of pulses of calcification of arteries : — 0 to 3%
- (b) In the case of an extremity afflicted with intermittent, slight, moderate or severe claudication with disability : — 5 to 25%
- (c) In the case of an extremity showing severe ischemia :
  - i. with constant pain at rest : — 15 to 35%
  - ii. with gangrene : in accordance with the value of the segment of the lost extremity, already determined in the musculo-skeletal section.

The vasomotor phenomena must be subjected to an objective physiological study.

### (C) VENOUS AND LYMPHATIC LESIONS :

- (a) Varix (according to the extent, localization and system damaged) : — 0 to 3%
- (b) Recurring superficial thrombophlebitis : — 0 to 8%
- (c) Deep thrombophlebitis and lymphangitis :

The disability resulting from this lesion is determined in accordance with the residual syndrome :

- i. asymptomatic : — 0%
- ii. minor post-phlebitic syndrome, well-controlled by standard medical treatment — 0 to 3%
- iii. moderate post-phlebitic syndrome, not completely controlled by standard medical treatment : — 0 to 10%
- iv. marked post-phlebitic syndrome, not controlled by standard medical treatment and with an ulcerous occurrence : — 10 to 15%
- v. marked post-phlebitic syndrome, not controlled by standard medical treatment and with recurring ulcerous occurrence : — 15 to 30%

The evaluation of related pulmonary embolisms shall be made in accordance with the criteria established in the respiratory section.

#### TITLE VIII GLANDULAR SYSTEM

Lesions of the endocrine glands are rarer traumatic lesions that are always accompanied by either :

- a crainal traumatism (hypothalamo-hypophyseal);
- laceration of the neck (thyroid); or
- an abdominal lesion (laceration of pancreas, adrenal gland, etc.).

Sequelae are assessed in accordance with impairment and especially with residual function and response to hormonal treatment.

##### (A) IMPAIRMENT OF THE HYPOTHALAMUS AND HYPOPHYSIS DETERMINING HYPOPITUITARISM :

- (a) Overall :
  - i. hormone replacement remains simple and efficient; diagnosis usually premature according to the number of impaired axes : — 30 to 40%
- (b) Selective :
  - i. according to the hormonal axe impaired (see other glands) :

- ii. diabetes insipidus : — 10%
- iii. dwarfism : special consideration is required based upon age and the seriousness of the syndrome : — 30 to 80%

##### (B) IMPAIRMENT OF THE THYROID GLAND :

- (a) Where hormone replacement is adequate : — 5 to 10%
- (b) Where cardiac or other complications are anticipated if the development is long; the evaluation is carried out by referring to similar lesions described in Title VII : — *special consideration*

##### (C) IMPAIRMENT OF THE PARATHYROID (extensive lesion causing hypoparathyroidism) :

- (a) Appropriate, uncomplicated therapy : — 5 to 10%
- (b) Difficult therapy entailing daily problems : — 10 to 20%

##### (D) IMPAIRMENT OF THE PANCREAS (diabetes) :

- (a) Where it is controlled by diet : — 0 to 5%
- (b) Where it is controlled by diet and oral medication : — 5 to 10%
- (c) Where insulinotherapy is necessary : — 15 to 20%

##### (E) IMPAIRMENT OF THE ADRENAL GLANDS :

- (a) Unilateral loss : — 5%
- (b) Bilateral loss with adequate hormone therapy : — 10 to 20%

##### (F) IMPAIRMENT OF THE GONADS (testicles and ovaries) :

- (a) Unilateral loss : — 5%
- (b) Bilateral loss :
  - i. up to 17 years of age inclusive for a boy up to 16 years of age inclusive for a girl : — 30%

- ii. genital age — adult : — 10% to 25%
- iii. after 60 years of age : — 5%

## TITLE IX PSYCHIC SYSTEM

### INTRODUCTION

The psychic functions (mental, psychoaffective, adaptive, behavioural) of certain victims may be permanently damaged.

#### (a) General impairment producing mechanism :

Such impairments are sometimes the direct consequence of a lesion in the central nervous system and therefore entail a psychiatric or psychologic evaluation which goes beyond the sole assessment of a neurological impairment. In other cases, the impairment reflects a permanent psychoaffective dysfunction revealing a chronic psychological maladaptation to a traumatism having transitorily or permanently damaged another part of the body. Impairments of the nature may sometimes result from the interaction of the 2 impairment producing mechanisms.

#### (b) General evaluation criteria :

Impairment is assessed by means of a clinical psychiatric or psychologic evaluation.

Adequate knowledge of the victim's personality prior to the accident, his complete background and his usual mode of adaptation is necessary for the conducting of a clinical evaluation. The victim's premorbid level of personal adaptation must be considered in order to determine the degree of functional damage stemming from mental illness caused by an accident.

A detailed objective mental status evaluation is essential ; the symptomatology must establish an entirely credible, total and coherent syndrome. Impairment of psychic functions must be manifested by changes in the subject's daily activities and interpersonal relationships and in certain cases are accompanied by physiopathological signs. Symptoms must be present during a sufficiently long period and remain stable in spite of constant, adequate but unsuccessful therapeutic trials. Additional objective information on the subject's abnormal mental condition is usually provided by the subject's associates and those looking after him. A purely subjective and difficult to verify syndrome rarely indicates a severe partial permanent impairment.

The clinical evaluation may sometimes be supplemented by a social or psychometric evaluation, or both.

Unfavourable social circumstances may influence the victim's rehabilitation and the overall prognosis, but do not in themselves constitute an impairment of psychic functions. The evaluation must take the motivational aspect into account. Lastly, an impairment assessed by such psychiatric or psychologic evaluation is different in its very nature from an impairment caused by the loss of enjoyment of life or of a mutilated organ.

#### (c) Categories and classes of impairment :

Permanent impairment of the victim's psychic functions may result from :

- chronic brain syndromes ;
- psychoses ;
- neuroses ;
- personality disorders.

The history of psychiatric or psychologic sequelae, the specific results of the mental status examination and supplementary evaluations usually allow the determination of only one nosologic category. However, organic brain syndromes, especially, may be accompanied by psychotic or neurotic signs or a deterioration of personality, mention of which is made in their clinical picture and evaluation.

Symptomatic severity is accompanied by repercussions which go beyond the actual experience of the victim and modify his activities of daily living and his personal or social efficiency ; the victim requires constant supervision or therapy, assistance or a particular milieu, and in certain cases even needs to be looked after a full-time basis for the fulfillment of his basic needs.

The diagnosis respecting the degree of severity of the impairment affecting the whole person must be made clear by applying the general evaluation criteria, and by taking the objective effects of the assessed syndrome into consideration, and by using the 3 following categories :

- Class I : minor impairment : — 0 to 15%
- Class II : serious impairment : — 15 to 45%
- Class III : extremely serious impairment : — 45% and over

Precise quantification in one class may be difficult to achieve as it requires a comparison with similar cases whose development has progressed. It may be necessary to wait some time before the final evaluation of the impairment.

A standard clinical psychiatric or psychologic evaluation may not necessarily determine an additional impairment and may only be useful to evaluate the motivation of a victim having an impairment in another system or to establish that the potential for rehabilitation of a victim needs to be further scrutinized before establishing the degree of such impairment in another system.

#### (A) CHRONIC BRAIN SYNDROMES :

The syndrome is directly associated with organic brain injury resulting from a traumatism. It is above all made up of disturbances of the higher cognitive functions. It is essentially characterized by a degree of impairment of orientation, of comprehension, of memory, and of the ability to learn, anticipate, make decisions and exercise judgment. A supplementary psychometric evaluation may be useful in this case. In addition to these essential signs the subject may display signs of labile affect, puerilism, deterioration of moral values, or character disorders.

The syndrome is sometimes accompanied by psychotic or neurotic reactions which are included in the evaluation. In the event of psychoses or neuroses without organic brain injury they will be evaluated separately and placed in their own category :

- (a) Class I : The victim has a degree of impairment of the higher cognitive functions, but is able to perform most activities of daily living as prior to the accident . . . . . 0 to 15%
- (b) Class II : The victim has a degree of impairment of the higher cognitive functions and sometimes combines constant or intermittent and recurring psychotic or neurotic symptoms to the impairment to such an extent that he requires supervision and direction for several or most of his daily activities . . . . . 15 to 45%
- (c) Class III : The victim has a degree of impairment of the higher cognitive functions and a psychological adaptation to the impairment itself which limit his activities of daily living to directed almost constant care in a protective milieu (home or other domicile).

Victims with extremely severe impairments require help even in the fulfillment of their most elementary needs . . . . . 45% and over.

#### (B) PSYCHOSES :

Psychosis means severe disturbance of mental function susceptible of causing varying degrees of impairment, depending on its nature, severity, duration, repercussions and the victim's personal background as well as his reaction to therapeutic measures. It is often advisable to wait 2 or 3 years before the final evaluation of such impairment.

The clinical picture may then stabilize and show evidence of permanent impairment ; in certain cases basic impairment can only be evaluated according to probable relapse potential.

A psychosis is essentially manifested by disturbances in perception, thinking (process, form, content), behavioural disorders, and abnormalities in emotional control. The subject usually displays a lack of self-criticism and often manifest abnormal behaviour discernible by those around him :

- (a) Class I : An impairment in this Class is manifested by minor and discrete disturbances in perception, thinking, emotional control or behaviour, but it has little effect on how the victim functions in comparison to his adaptation prior to the accident. Victims who are well controlled by constant psychotropic medication, therefore avoiding rehospitalization, are placed in this group . . 0 to 15%
- (b) Class II : A psychosis in this Class is evident at the mental status examination, discernible by those around the victim, and produces difficulty in social behaviour, odd behaviour and a fairly noticeable reduction in social and personal efficiency. Behavioural disorders are not too serious and therefore the victim can be tolerated in his milieu. The victim's collaboration is inconstant and the possibility of intermittent hospitalization is likely and the psychosis is poorly controlled by medication. The victim may require occasional supervision and direction in order to carry out his daily life . . . . . 15 to 45%
- (c) Class III : A psychosis in this Class is so severe that the victim manifests disturbances in perception and thinking, and an inability to control his emotions that renders him socially intolerable to those around him or a danger to his own well-being. The victim always requires at least part-time supervision and directions so that he can carry on his daily life. In more serious cases, the victim may require a protective milieu or constant care in an institution, with recurrent hospitalization . . . . . 45% and over.

#### (C) NEUROSES (psychoneuroses) :

Individuals reacting differently to day-to-day problems, certain victims are susceptible of developing neurotic reactions as a response to the traumatism and its sequelae. Neuroses have no known organic cause. The victim remains clearheaded and is able to distinguish between reality and his own subjective experiences. He does not show personality disorganization, but his behaviour may be disturbed within the limits of what is generally socially ac-

ceptable. Neuroses may entail excessive anxiety, phobic, hysterical, obsessive-compulsive, depressive and sometimes even psychosomatic reactions.

Taking into consideration the strictly subjective nature of a neurosis, its great variability, its natural tendency to subside and the motivational context (secondary gains), it is necessary to wait long enough to ensure a strict application of the following general clinical evaluation criteria : previous manner of adaptation, objective repercussions on daily life and relationships, the psychosomatic element, regular pursuance of treatment, and social context :

(a) Class I :

- i. The neurosis syndrome is above-all subjective but is credible, complete and coherent ; it is accompanied by minor modifications and does not render the victim incapable of adaptive behaviour. Neither daily activities nor social or personal efficiency are reduced ..... 0 to 15%
- ii. As these impairments do not result from a severe disability, they usually should be placed in the lowest third of this percentage, specifically from ..... 0 to 5%

(b) Class II : The symptomatic severity of the neurosis, although usually variable, forces the victim to have constant recourse to alleviating therapeutic measures and compels him to modify his daily activities, therefore substantially reducing his social and personal efficiency. The neurosis may also entail functional psycho-physiological disorders requiring symptomatic treatment and causing intermittent stoppage of regular activities : ..... 15 to 45%

(c) Class III :

- i. The neurosis is overpowering and leads to a definite deterioration of personal and social efficiency. Interpersonal relationships undergo considerable and constant changes : isolation or the need of being encouraged and comforted. Daily activities are upset and the victim needs to be supervised and guided by those around him. Tissular pathological lesions which are more or less reversible may be present with the psychosomatic reaction ..... 45% and over

- ii. It is uncommon for a neurotic condition alone to be accompanied by regression, deterioration and dependence, justifying a percentage higher than the lowest third of this percentage ; the impairment should be between ..... 45 to 65%.

(D) PERSONALITY DISORDERS :

This group is made up mainly of persons presenting character disorders together with a lack of emotional maturity and who therefore experience difficulty in interpersonal relationships, poor control of inhibitions, a reduction of tolerance to frustration, excessive egocentricity, inconstancy of efficiency, and fairly serious social maladaptation. More often than not, manifestations of personality disorders existed prior to the accident and impairment, if any, is in most cases an increase in the victim's pre-existing social maladaptation. The motivational context with respect to temporary demonstrative reactions, likely to subside after the financially advantageous settlement of the impairment accorded, must be assessed carefully. A social evaluation in addition to the clinical evaluation may prove useful.

If personality changes stem from an organic brain syndrome, they must be assessed in accordance with the table provided therefor.

(a) Class I :

- i. The level of character adjustment usually existing prior to the accident is constantly worsened and leads to a more pronounced deficiency in social judgment, deterioration of interpersonal relationships, growing inconsistency in efficiency, the committing of misdemeanors and the inability to avoid coming into conflict with society or harming oneself. The victim is not capable of adapting to the difficulties of daily life ..... 0 to 15%
- ii. In general, the impairment should not exceed to lowest third of this percentage ..... 0 to 5%

(b) Class II : The maladaptation is such that the individual shows a considerable loss of self-control and is not able to learn from experience and causes serious damage to his associates or to himself in a repeated manner. The victim's lack of social control may have resulted in legal supervision of various kinds. Such psychiatric or psychologic impairment, when considered separately, is rarely accorded. It must be determined whether such objective behavioural deterioration belongs to another category of impairment or not ..... 15 to 45%

(c) Class III : This Class is not applicable to this category.

## TITLE X HEARING

(Cf : neurological system and maxilla-facial)

- (A) — hearing loss, 1 ear : — 5%  
— hearing loss, 2 ears : — 30%

- (B) Absolutely sudden and more or less complete post-traumatic bilateral hearing loss associated with other pathologies (fracture of the skull, fracture of the temporal bone, complete destruction of the peripheral apparatus both vestibular and cochlear) : — 30 to 60%

HEARING LOSS IN DECIBELS	WORSE EAR	BETTER EAR
DB	%	%
25 ISO	0,5	2,5
30 ISO	1,0	5,0
35 ISO	1,5	7,5
40 ISO	2,0	10,0
45 ISO	2,5	12,5
50 ISO	3,0	15,0
55 ISO	3,5	17,5
60 ISO	4,0	20,0
65 ISO	5,0	25,0

### Notes :

1. The examination must be carried out without a corrective hearing device and at frequencies of 500, 1 000 and 2 000 Hz by aerial and bone conduction.

2. If hearing loss in decibels falls between 2 figures indicated in the Table the figure which follows is taken.

— Example : if hearing loss is 31 decibels, a hearing loss of 35 decibels is accorded.

3. The examiner must deduct 0,5 decibels for each ear for each year of age over the age of 60.

4. When possible, he must give the rate of hearing loss prior to the accident and procede in accordance with the following examples.

### AT FREQUENCIES OF 500, 1 000 and 2 000 Hz BY AERIAL AND BONE CONDUCTION

(A) Hearing loss of 42-year-old accident victim	Impairment percentage
Right ear	Left ear
20 + 40 + 60 = 120	15 + 30 + 55 = 100
120 ÷ 3 = 40 decibels :	— 2%
100 ÷ 3 = 33 therefore 35 decibels :	— 7,5%
	9,5%
Impairment rate accorded :	— 9,5%

### (B) Hearing loss of a 35-year-old accident victim

- (a) before the accident : complete deafness in right ear.  
(b) after the accident : complete deafness in both ears.  
(c) after the accident : impairment is : — 30%  
(d) before the accident : impairment was : — 5%  
(e) impairment rate accorded :  
30% — 5% : — 25%

### (C) Hearing loss of a 66-year-old accident victim

Right ear	Left ear
20 + 45 + 65 = 130	25 + 40 + 70 = 135
(a) at age 66, the deduction for presbycusis is : (66-60 X ½ = 3 decibels) ;	
(b) 130 ÷ 3 = 43,3 decibels — 3 decibels = 40,3 decibels ;	
(c) 135 ÷ 3 = 45 decibels — 3 decibels = 42 decibels ;	
(d) for 40,3 decibels take 45 decibels : — 2,5%	

(e) for 42 decibels take 45 decibels :	— 12,5%	(c) Numerous faulty, cheloid or very apparent scars, with less injury to physiognomy :	— 20 to 40%
	15%		
Impairment rate accorded	<u>15%</u>	(d) Faulty, cheloid or very apparent scar, 4 to 10 cm and no possibility of repair :	— 10 to 20%
(D) Other example :		(e) Visible scar with no possibility of repair, more than 1 cm and less than 4 cm :	— 5 to 10%
(a) Before the accident :			
i. right ear : 40 decibels, therefore impairment of :	— 2%	(B) NECK :	
ii. left ear : 35 decibels, therefore impairment of :	<u>— 7,5%</u>	In accordance with the degree of scarring, see the Table for FACE and respect the relative order of extent.	
	9,5%	(C) HANDS :	
(b) After the accident		In accordance with the degree of scarring ; see the Table for FACE and respect the relative order of extent.	
i. right ear : 70 decibels, therefore impairment of :	— 5%	(a) one hand :	— 5 to 20%
ii. left ear : 55 decibels, therefore impairment of :	<u>— 17,5%</u>	(b) two hands :	— 5 to 30%
	22,5%	(D) FOREARM :	
(c) Impairment rate after the accident :	— 22,5%	In accordance with the degree of scarring ; see the Table for FACE and respect the relative order of extent.	
(d) Impairment rate before the accident :	— 9,5%		
(e) Impairment rate accorded :			
22,5% — 9,5% :	<u>13%</u>		

**SCHEDULE B**

(s. 11)

**TABLE FOR MAJOR DISFIGUREMENT**

Evaluation is carried out within a period of 9 to 12 months after the accident. The percentage is set in accordance with the condition of the lesion if the latter is permanent at the time of the evaluation or in accordance with the anticipated improvement given the medical or surgical possibilities.

Where major disfigurement accompanies a functional impairment, it must be presented and identified in the report without being added to such functional impairment.

**(A) FACE :**

- (a) Severe disfigurement with or without bone injury and loss of tissue : — 80 to 100%
- (b) Extensive, faulty, cheloid scars with major alteration of physiognomy : — 40 to 80%

(s. 9)

TABLE FOR COMPUTING ADJUSTED VALUE

(1) Table for combining 2 impairments in order to obtain the adjusted value in accordance with the deduction principle.

Ordinate A% combined with abscissa B% = adjusted value

N.B. In this table decimals have been rounded to the next highest unit.

Where several impairments are to be combined, the same procedure is utilized by taking the adjusted value as ordinate and combining, in the same manner, as abscissa, the percentage of the third impairment or others where applicable.

Example: (1) 2 percentages

35% as ordinate combined with 10% as abscissa  
giving 42% at the meeting point = adjusted value

(2) More than 2 percentages

35% combined with 10% = 42%  
adjusted  
42% combined with 9% = 47%  
adjusted

A ↓	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80
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### TABLE FOR COMPUTING ADJUSTED VALUE

**(1) Table for combining 2 impairments in order to obtain the adjusted value in accordance with the deduction principle.**

Ordinate A% combined with abscissa B% = adjusted value

**N.B.** In this table decimals have been rounded to the next highest unit.

Where several impairments are to be combined, the same procedure is utilized by taking the adjusted value as ordinate and combining, in the same manner, as abscissa, the percentage of the third impairment or others where applicable.

**Example: (1) 2 percentages**

35% as ordinate combined with 10% as abscissa  
giving 42% at the meeting point = adjusted value

(2) More than 2 percentages

35% combined with 10% = 42%  
adjusted  
42% combined with 9% = 47%  
adjusted



1-697

**SCHEDULE D**

( s. 14)

**TABLE OF CORRELATION BETWEEN  
PERMANENT IMPAIRMENT, PERMANENT  
MAJOR DISFIGUREMENT AND SUFFERING  
AND LOSS OF ENJOYMENT OF LIFE**

<b>SCALE A</b>	<b>SCALE B</b>
<i>Total percentages of permanent impairment and permanent major disfigurement established in accordance with the tables in Schedules A, B and C.</i>	<i>Percentage of the maximum amount established for suffering and loss of enjoyment of life pursuant to section 13</i>
From 1% to 3%	1%
More than 3% to 6%	3%
More than 6% to 9%	5%
More than 9% to 13%	7%
More than 13% to 19%	10%
More than 19% to 25%	14%
More than 25% to 31%	19%
More than 31% to 37%	24%
More than 37% to 43%	30%
More than 43% to 49%	36%
More than 49% to 55%	43%
More than 55% to 67%	54%
More than 67% to 81%	73%
More than 81%	100%

O.C. 259-79, (1979) 111 G.O., 2511

Decision of 05.03.80, (1980) 112 G.O.II, 1333



c. A-25, r.7

## **Regulation respecting indemnities payable under Title II of the Automobile Insurance Act**

Automobile Insurance Act  
(R.S.Q., c. A-25, s. 195)

### **CHAPTER I RULES CONCERNING THE REIMBURSEMENT OF EXPENSES**

#### **DIVISION I REIMBURSEMENT OF EXPENSES CONTEMPLATED IN SECTION 45 OF THE ACT**

##### *§1. General rules governing entitlement to the reimbursement of expenses*

##### **1.** For the purposes of this Division,

(a) the terms “physician”, “dentist”, “optometrist”, “ophthalmologist”, “pharmacist”, “physiotherapist”, or “nurse” mean any person legally authorized to practise under such title;

(b) the word “establishment”, when used with reference to an establishment situated outside Québec, means any establishment of the same type as those contemplated in paragraph 14 of section 1 of the Automobile Insurance Act (R.S.Q., c. A-25).

##### **2.** An accident victim is entitled to a reimbursement of the expenses contemplated in this Division and in Schedule 1.

A non-resident who is the victim of an accident in Québec is also entitled to a reimbursement of the expenses for services, medication, prostheses and orthopedic devices which would be assumed by the Régie de l'assurance-maladie du Québec on behalf of any resident under the Health Insurance Act (R.S.Q., c. A-29), and for services which would be insured services under the Hospital Insurance Act (R.S.Q., c. A-28), if they were provided to a resident.

##### **3.** When expenses for medical and paramedical care, for medication, prostheses or orthopedic devices or for hospital services are incurred outside Québec, the Régie shall reimburse, in the case of a non-resident, the excess of the expenses incurred over the amounts assumed by the Régie

under the second paragraph of section 2, or, in the case of a resident, the excess of the expenses incurred over the amounts assumed by the Régie de l'assurance-maladie du Québec under the Health Insurance Act and over the services insured under the Hospital Insurance Act, and in both cases, based on the usual costs in the region in which the expenses are incurred.

##### **4.** Expenses shall be reimbursed upon the presentation of vouchers, with the exception of transportation expenses of less than 2 \$.

##### *§2. Special rules concerning transportation expenses*

##### **5.** The cost of transportation by ambulance shall be reimbursed :

- (a) from the place of the accident to an establishment ;
- (b) upon prescription of the attending physician, from the establishment where the victim was registered or admitted, to another establishment ;
- (c) upon prescription of the attending physician, to return to the victim's residence upon leaving the establishment.

The maximum reimbursement for assuming charge is 45 \$ for one victim or 35 \$ per victim if there are 2.

In all cases the maximum additional amount per kilometre traveled is 0,75 \$.

##### **6.** Expenses for public transportation shall be reimbursed when the victim goes to a physician or an establishment to receive care or treatment.

The amount reimbursed is that actually disbursed to travel from a residence to the above-mentioned place, and to return.

##### **7.** Transportation expenses by taxi vehicles or personal automobiles, for the purposes mentioned in section 6, shall be reimbursed when there is no public transport or when the victim's condition does not permit the use of public transport, in accordance with the following terms and conditions :

- (a) in the case of transportation by taxi vehicle, the amount reimbursed shall be that actually disbursed to go to the places mentioned in section 6, from the victim's residence and to return ;

(b) in the case of the use of a personal automobile, the indemnity is established at 0,13 \$ per kilometre traveled to go to the places mentioned in section 6 from the victim's residence and to return.

Toll and parking expenses incurred by such travel shall also be reimbursed.

**8.** Air transportation expenses shall be reimbursed when the accident occurs in an isolated region, or when the duration of the journey or poor road conditions render the use of an ambulance inadequate or dangerous for purposes of transporting the victim.

**9.** Expenses for emergency transportation by snowmobile, snow vehicle, boat or other means shall also be reimbursed when circumstances require.

### *§3. Special rules respecting prostheses*

**10.** Expenses shall be reimbursed for the purchase, adjustment, replacement or repair of the following prostheses :

(a) hearing-aids, when prescribed by the attending physician ;

(b) dental prostheses, when prescribed by a dentist ;

(c) ocular prostheses, glasses and contact lenses, when prescribed by an optometrist or ophthalmologist, up to a maximum amount of 100 \$ for an ocular prostheses, 75 \$ for glasses including the frames and 160 \$ for contact lenses.

However, payment for contact lenses shall be made only :

i. when other means of corrections are inadequate, in the following cases :

— myopia of at least 5 dioptries ;

— astigmatism of at least 3 dioptries ; or

— keratoconus, monocular aphakia, binocular aphakia or anisometropia ; or

ii. for treatment of any acute or chronic pathology of the eye-ball such as ocular perforation, ulceration of the cornea or dry keratitis.

**11.** The expenses for the repair or the replacement of prostheses already worn by the victim prior to the accident shall be reimbursed once only, unless a modification is necessitated as result of the accident.

### *§4. Special rules respecting clothing*

**12.** Cleaning and repair expenses or, if need be, replacement costs for clothing shall be reimbursed.

**13.** If he has no vouchers, a claimant must provide a declaration stating the value of his clothing by item and declaring that they could not be repaired or cleaned.

**14.** The maximum amount payable under this subdivision shall not exceed 300 \$.

### *§5. Other expenses of a similar nature*

**15.** Expenses for the rental or purchase of crutches or for the purchase of bandages, splints, casts or slings shall be reimbursed.

**16.** Expenses for replacing a hairpiece worn by the victim at the time of the accident shall be reimbursed once only up to an amount of 100 \$.

**17.** The cost of acquiring orthopedic shoes by prescription of the attending physician shall be reimbursed. The entire cost of the first pair and 50% of the cost of subsequent pairs shall be reimbursed.

**18.** The cost of meals when a victim must leave his place of residence to receive care or treatment shall be reimbursed up to the following amounts :

(a) breakfast : 3,00 \$ ;

(b) dinner : 4,75 \$ ;

(c) supper : 6,50 \$.

**19.** When a victim must be absent from his place of residence in order to receive care or treatment, and the distance or the victim's condition requires such absence, the costs of lodging in a hotel shall also be reimbursed, up to 35 \$ per day.

## **DIVISION II**

### **REIMBURSEMENT OF THE COSTS**

#### **CONTEMPLATED IN SECTION 47 OF THE ACT**

**20.** The funeral costs listed in section 23 shall be reimbursed upon presentation of receipts.

**21.** A person who claims a reimbursement for funeral costs must indicate the amounts that he paid and state whether, to his knowledge, he alone paid such costs.

If the funeral costs were, to his knowledge, also paid by other persons, the person who claims a reimbursement must give the names of such other persons to the Régie with the amounts already paid by them.

**22.** If more than one person paid the funeral costs, the reimbursement shall be made in proportion to the amounts disbursed by each person.

**23.** The costs eligible for reimbursement are the following :

- (a) transportation of the body to the laboratory of the funeral home or to the funerarium ;
- (b) asepsis, shrouding and hair-dressing ;
- (c) services of thanatopraxis ;
- (d) rental of the funerarium ;
- (e) rental of the hearse ;
- (f) religious services ;
- (g) casket or box for the ashes ;
- (h) purchase of the lot ;
- (i) a lump-sum payment for the upkeep of the lot ;
- (j) gravestone ; and
- (k) burial or incineration costs.

## CHAPTER II SPECIAL RULES CONCERNING CERTAIN VICTIMS

### DIVISION I RULES CONCERNING THE CONDITION OF CERTAIN VICTIMS

#### *§1. Students*

**24.** A student is considered to attend a university, a college or another educational establishment of post-secondary level on a full-time basis from the time that he is admitted by the establishment to attend full-time studies at that level, until he completes the final term or until he abandons his studies, whichever occurs first.

**25.** Notwithstanding section 24, a student is no longer deemed to attend a university, a college or another educational establishment of post-secondary level on a full-time basis if he does not comply with the requirements of the institution attended.

#### *§2. Persons at home*

**26.** A person at home may be considered unable to attend to one or several of the usual occupations of such a person when the medical documents and other reports and information given to the Régie show that the physical or mental activity that this person at home is still able to exercise, taking into account his age, is inadequate to allow him to devote himself to the normal carrying out of one or several tasks relative to housework, the care of his children or other persons of his household, the preparation of meals and his other domestic activities.

#### *§3. Cases of impairment and of disability*

**27.** For the purposes of section 24 of the Act, a victim must be considered unable to work for any reason whatever except age :

(a) if, at the time of the accident, he was receiving, as a disabled person, a disability pension payable under the Act respecting the Québec Pension Plan (R.S.Q., c. R-9) ;

(b) if, at the time of the accident, he was receiving compensation or other pecuniary benefits as a person with a permanent total disability under the Workmen's Compensation Act (R.S.Q., c. A-3) ;

(c) if, at the time of the accident, he was receiving, as a war veteran, an allowance contemplated in subparagraph c of subsection 1 of section 3 of the War Veterans Allowance Act (R.S.C., 1970, c. W-5) ;

(d) if, at the time of the accident, he had been declared interdicted under articles 325 to 336 of the Civil Code ;

(e) if, at the time of the accident, he had been admitted for close treatment within the meaning of the Mental Patients Protection Act (R.S.Q., c. P-41) ; or

(f) if the medical documents and other reports and information submitted to the Régie show that the physical or mental activity that the victim was able to exercise prior to the accident was inadequate to enable him to hold occasional or regular employment.

**28.** For the purposes of section 24 of the Act, a victim shall be deemed to be suffering from a serious physical or mental disability if the medical documents and other reports and information submitted to the Régie show that the victim is, as a result of the accident, suffering from a physical or mental disability which alters in a severe and prolonged way the functioning of the victim's body or mind, thus inducing a condition of disability which makes it absolutely impossible for the victim to hold occasional or regular employment.

## DIVISION II DEPENDANTS

**29.** For the purposes of paragraph 20 of section 1 of the Act, the expression “to be wholly or substantially maintained by the income of the victim” means, in the case of the dependant, that at the time of the accident the victim was providing, from his income or earnings from all sources, more than 50% of the basic needs and of the costs of maintaining such dependant.

**30.** For the purposes of subsection 5 of section 37 of the Act, a dependant other than the spouse of a victim shall be deemed to remain a dependant of such victim, notwithstanding the latter's death :

(a) when such dependant is a dependant contemplated in subparagraph *b* of paragraph 20 of section 1 of the Act :

- i. until the day on which that dependant remarries or begins to cohabit as husband or wife with another person ;
- ii. until his income or earnings from all sources enable him to provide for his own needs ; or,
- iii. until the age of 35, if at the time of the accident he was not yet that age, was childless and was able to hold employment ;

whichever of the three occurs first ;

(b) where such dependant is a dependant contemplated in subparagraph *c* of paragraph 20 of section 1 of the Act :

- i. until the day that he ceases to be a full-time student, if, at the time of the victim's death he was a student attending on a full-time basis a university, a college or another educational establishment of post secondary level ;
- ii. until his income and earnings from all sources enable him to provide for his own needs ;
- iii. until he is 25 years old ; or
- iv. until the day on which that dependant marries or begins to cohabit as husband and wife with another person, if this was not the case at the time of the victim's death ;

whichever of the four occurs first.

If the dependant contemplated in subparagraph *b* of the first paragraph is suffering, before the age of 25, from a disability which prevents him from providing for his own needs, subparagraphs *i* and *iii* shall not apply to him.

## DIVISION III CRITERIA DETERMINING THE AGE OF A VICTIM

**31.** The criteria for determining a victim's age when it is impossible to determine in the usual manner are, by order of precedence :

- (a) the date of birth shown on the birth certificate issued by a demography department ;
- (b) the date of birth shown in an extract from the registers of the hospital centre where the victim was born ; or
- (c) the date of birth shown in an extract from the registers of the physician who attended the mother at the time of the victim's birth.

**32.** When age may not be determined under section 31, the date of birth shown on a document issued by a government or, failing that, on a family paper, may serve as a criterion to determine the victim's age.

## CHAPTER III RULES CONCERNING THE PAYMENT OF INDEMNITIES

**33.** Indemnities must be paid to the claimant. However, if the claimant is not legally able to receive them, indemnities must be paid to the person who is authorized to receive them in accordance with the laws governing the claimant's condition and capacity.

**34.** An indemnity unpaid at the time of the claimant's death shall be paid to this succession.

## CHAPTER IV PHYSICIAN'S EXAMINATION

**35.** When examining a claimant, the physician designated by the Régie under section 61 of the Act must be alone with him. However, the presence of a third person during the examination is permitted with the express authorization of the physician and of the claimant.

**36.** The examination must develop and take into account the following items concerning the claimant :

- (a) clinical history ;
- (b) occupational history ;

- (c) record of antecedents ;
- (d) history of physical or mental disorders and their evolution ;
- (e) intercurrent disorders and illnesses ;
- (f) medicinal history ; and
- (g) any other details pertaining to the physical or mental disorders affecting the claimant.

**37.** On the basis of the details obtained at the time of the examination, the physician must :

- (a) make a differential diagnosis ;
- (b) determine the claimant's impairment resulting from the accident and the effects of such impairment with respect to his regular occupations ; and
- (c) indicate the claimant's capacity to resume his regular occupations or to adapt to other occupations, as well as the expected date of his return to such occupations.

The physician must also mention, if applicable, any special considerations which could affect the impairment, the nature or duration of the recommended treatment or the type of prostheses, orthoses or other recommended therapeutic appliances.

If the physician cannot definitely determine the claimant's impairment, he must nevertheless determine it in a provisional manner.

**38.** When the physician examines a victim for the purpose of establishing the indemnity payable under section 44 of the Act, he must indicate in a separate report any information required for the application of the Regulation respecting certain lump sum indemnities referred to in section 44 of the Automobile Insurance Act (c. A-25, r.6).

**39.** When the accident occurred outside Québec, the physician must also determine in a separate report the percentage of the claimant's impairment as a result of the accident, and indicate whether such impairment is temporary or permanent, and partial or total.

If the physician is unable to establish the percentage of the claimant's impairment, he must nevertheless establish a provisional percentage of such impairment, subject to revision.

## CHAPTER V RECOVERY OF INDEMNITIES

**40.** When a person has received an indemnity payment to which he has no right or whose amount exceeds that to which he is entitled, the Régie, without prejudice to all its

legal recourses, may retain any sum due to such person as follows :

(a) if the sum due to the person is to reimburse him for expenses incurred as a result of an accident or if such sum represents a lump-sum indemnity, the Régie may subtract from that sum the amount of the debt and remit only the difference, where applicable to the person ;

(b) if the sum due to the person is an indemnity in the form of a pension, the Régie may :

- i. suspend the pension payments until the debt has been totally reimbursed ; or
- ii. decrease payment amounts by a percentage determined according to the circumstances. Such percentage must be sufficient to enable the Régie to recover the debt within a period of time not exceeding 3 years.

When the debt has been repaid in full, the Régie shall readjust the payment accordingly.

## SCHEDULE 1

(s. 2)

### LIST OF MEDICAL AND PARAMEDICAL CARE FOR THE PURPOSES OF DIVISION I OF CHAPTER I

1. Upon prescription of the attending physician, a complete examination of the victim's eyesight, and an examination of his colour vision beginning with the second examination within a 12 months period.

2. Upon prescription of the attending physician, oral surgery required from a dental point of view, where it concerns a disorder of a traumatic origin.

3. Services and medications, provided by pharmacists upon prescription of a physician or dentist, and included in the list of medications prepared by the Minister of Social Affairs in accordance with section 4 of the Health Insurance Act (R.S.Q., c. A-29), when provided in Québec.

Outside Québec, the cost of services and medication provided by pharmacists upon prescription of a physician or dentist.

4. The difference between the rate for a bed in a ward and that for a private or semi-private room, when the victim's condition requires one of the latter, upon prescription of the attending physician.

5. The difference between hospital rates outside Québec assumed by a social security plan and the amount disbursed by the victim for such expenses, in accordance with the usual rates in the region where he is hospitalized.

6. Home nursing care, upon prescription of the attending physician.

Expenses relating to such care shall not be reimbursed when the person providing it is related by marriage to, or is a relative of the victim.





c. A-25, r.8

**Règlement de régie interne du Fonds  
d'indemnisation**

Automobile Insurance Act  
(R.S.Q., c. A-25, s. 127)

See French Edition



c. A-25, r.9

## **Rules of proof and procedure in matters over which the Régie de l'assurance automobile has jurisdiction**

Automobile Insurance Act  
(R.S.Q., c. A-25, s. 195)

### **DIVISION I DEFINITIONS**

**1.** In these Rules, unless otherwise indicated by the context, the following words and expressions mean :

(a) “Act” : the Automobile Insurance Act (R.S.Q., c. A-25) ;

(b) “interested party” : in the case of a death benefit, any person who may be considered a dependant of the victim.

### **DIVISION II RULES CONCERNING AN APPLICATION FOR COMPENSATION**

#### *§1. Submission of an application for compensation*

**2.** An application for compensation must be submitted on the form prescribed for such purpose, entitled “Application for compensation”, together with the documents therein requested.

The claimant must also provide the Régie de l'assurance automobile du Québec with the information required for the application of the Act or with the authorizations necessary to obtain such information.

**3.** An application for compensation shall be submitted in due time to the Régie if it is handed in at an office of the Régie or mailed within 3 years of the occurrence that establishes the right to compensation.

**4.** No application for compensation is admissible unless signed by the claimant.

**5.** Notwithstanding section 4, the application for compensation on behalf of a claimant incapable of administering his affairs or otherwise incapable, must be submitted and signed by the person authorized to represent him.

A person who submits an application for compensation in the name of another person must state in what capacity he is acting and provide proof of his title.

**6.** Upon receipt of an application for compensation, the Régie shall forward an acknowledgement of receipt of the claimant.

**7.** An application for compensation may be withdrawn or modified at any time by means of a written notice signed by the claimant.

#### *§2. Extension of time limit*

**8.** The claimant who submits an application for compensation more than 3 years after the advent of the occurrence that establishes the right to compensation, must include with the form a sworn declaration specifying the exceptional circumstances which prevented his filing earlier.

**9.** The Régie may require a claimant to provide the documents or information it deems useful for the purpose of granting or refusing an extension of the time limit for submitting an application for compensation.

#### *§3. Consideration of an application for compensation*

**10.** When a decision is made respecting an application for compensation, such decision shall be mailed to the claimant and to every interested party known to the Régie.

**11.** The claimant is deemed to have been notified of the decision within the meaning of section 55 of the Act from the time such decision is mailed to him.

### **DIVISION III RULES CONCERNING AN APPLICATION FOR REVIEW**

#### *§1. Submission of an application for review*

**12.** An application for review must contain the victim's family name, given name and address, the file number assigned by the Régie when the application for compensation was made, the victim's social and health insurance numbers, where applicable, as well as a brief summary of the reasons set forth in support of such application for review. The claimant's name, given name and address must also be given, if they differ from those of the victim.

**13.** An application for review shall be submitted in due form to the Régie when it is handed in at an office of the Régie or mailed, within 60 days of notification of the decision.

**14.** No application for review is admissible unless it is signed by the claimant.

**15.** Notwithstanding section 14, an application for review on behalf of a claimant who is incapable of conducting his own affairs or otherwise incapable, must be submitted and signed by the person authorized to represent him.

A person who submits an application for review in the name of another person must state in what capacity he is acting and provide proof of this title.

**16.** Upon receipt of an application for review, the Régie shall forward an acknowledgement of receipt to the claimant and to all interested parties known to the Régie.

**17.** An application for review may be withdrawn or modified at any time by means of a written notice signed by the claimant.

The Régie must communicate such notice to every interested party known to the Régie.

## *§2. Extension of time limit*

**18.** The claimant who submits an application for review more than 60 days after notification of a decision must include with such application for review, a sworn declaration specifying all the facts which made it impossible for him to have acted earlier.

**19.** The Régie may require a claimant to provide the documents or information it deems useful for the purpose of granting or refusing an extension of the time limit for submitting an application for review.

## *§3. Hearing of an application for review*

**20.** At least 5 days before the date of the hearing, the Régie shall forward to the claimant and to all interested parties known to the Régie a notice stating the date, time and place of the hearing.

**21.** If, at the opening of the hearing, the claimant fails to appear, the Régie shall decide on the application for review in the manner it deems appropriate.

**22.** The Régie may grant, for cause, a postponement or adjournment of a hearing.

The Régie may itself postpone or adjourn a hearing, under the conditions it deems appropriate.

**23.** Upon the request of the claimant or an interested party, or when the Régie deems it necessary for the progress of the hearing, the Régie may order an *in camera* sitting. However, despite an *in camera* order, the Régie may when it deems it appropriate, authorize any person to attend a hearing.

**24.** At a hearing, the witnesses may be questioned under oath by the Régie, the claimant or any interested party.

The oath may be waived for witnesses suffering from physical or mental disability.

**25.** An application for review may be taken under advisement.

**26.** When the Régie has taken under advisement an application for review, it may order the hearing reopened for the purposes and upon the conditions it determines.

**27.** The Régie must communicate the order reopening a hearing to the claimant and to all interested parties known to the Régie.

**28.** A decision must be communicated to the claimant and to all interested parties known to the Régie.

## **DIVISION IV PROOF**

**29.** The claimant must provide the Régie with the proof of all facts supporting his right to compensation.

The Régie may accept any mode of proof it deems useful for the purposes of justice.

It may also require the production of any document, book, paper or writing it deems necessary.

**30.** The Régie may, by means of a notice, convene any person to appear before it and oblige him to testify under oath.

The Régie may summon such person by means of *subpoena*.

**31.** The Régie may remit to a person required to appear before it, an indemnity and allowance fixed in accordance with the tariffs in force in courts of civil jurisdiction.

## **DIVISION V**

### **CONFIDENTIAL INFORMATION**

**32.** Subject to section 64 of the Act, when a claimant or his authorized representative applies to the Régie pursuant to section 70 of the Act, to request that confidential information obtained concerning the claimant under the Act be communicated to a person designated in the application, such information may be communicated :

- (a) if the written application clearly indicates :
  - i. the victim's name, address, health insurance number and file number at the Régie ;
  - ii. the exact nature of the information requested ; and
  - iii. the name and address of the person to whom the information may be given ;
- (b) if the application has been signed by the claimant or his authorized representative less than one month before the day on which it is received by the Régie and, in the case of the authorized representative, if the latter has indicated his title ; and
- (c) if it is not information that the Régie has obtained from a department or government body.

**33.** Confidential information may not be communicated more than 3 months after the day on which the application was received by the Régie.

## **DIVISION VI**

### **RECUSATION OF AN OFFICER OR MEMBER OF THE RÉGIE**

**34.** An officer or member of the Régie may not render a decision on an application for compensation or review, as the case may be, and must be recused :

- (a) if he is allied or related to the victim or the claimant, up to the degree of first cousin ;
- (b) if he himself, has been, or is, party to an application for compensation or review involving a matter similar to the one in question ;
- (c) if, before being appointed officer or member of the Régie, he had acted as the victim's or claimant's attorney, physician or mandatory, as the case may be, in relation to the application for compensation or review ;
- (d) if there is mortal enmity between him and the victim or claimant, as the case may be ;
- (e) if he has any interest in favouring the victim or claimant ; or

- (f) in the case of his own application for compensation or review.

## **DIVISION VII**

### **GENERAL PROVISIONS**

**35.** If a time limit expires on a day on which the offices of the Régie are closed or if it is ordered to do something on such a day, the time limit shall be extended to the following working day and what has to be done may be validly done on the following working day.

**36.** No procedure made pursuant to these Rules shall be considered null and rejected because of faulty drafting or an irregularity.

**37.** These Rules in no way restrict the powers and immunities conferred upon the Régie, its members and officers under the Act.

**38.** In the case of interruption of postal service, the Régie may accept or use another method of submission or service.



c. A-25, r.10

## **Regulation respecting the reimbursement of amounts payable under Title V of the Automobile Insurance Act**

Automobile Insurance Act  
(R.S.Q., c. A-25, s. 195)

### **DIVISION I DEFINITIONS**

**1.** In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

(a) “fiscal year” : the fiscal year of the Régie de l’assurance automobile du Québec ;

(b) “contribution” :

i. the sums fixed under Title V of the Act and payable by the holder of a driving permit for the issue of such permit ;

ii. the sums fixed under Title V of the Act and payable by the owner of an automobile for the registration of such automobile ;

(c) “Act” : the Automobile Insurance Act (R.S.Q., c. A-25) ;

(d) “Regulation 3” : Regulation respecting motor vehicle registration (c. C-24, r.16) and amendments thereto ;

(e) “Regulation 4” : Regulation respecting drivers’ permits (c. C-24, r.26) and amendments thereto ;

### **DIVISION II DRIVING PERMITS**

**2.** The holder of a Class 1, 2, 3, 4 or 5 driving permit within the meaning of Regulation 4 is entitled to a reimbursement of part of the contribution paid :

(a) when he applies to the Régie de l’assurance automobile du Québec for cancellation of his driving permit ; or

(b) when his driving permit is cancelled.

**3.** The holder of a Class 11, 12, 13, 21, 22, 31, 41, 42, 54, 55 or 56 driving permit within the meaning of Regulation 4 is entitled to a reimbursement of part of the contribution that he paid :

(a) when he applies to the Régie de l’assurance automobile du Québec for cancellation of his driving permit ; or

(b) when his driving permit is cancelled.

**4.** The reimbursement is equal to the part of the contribution which corresponds to the number of complete 6 months periods not elapsed :

(a) between the time when the application for cancellation was received by the Régie de l’assurance automobile du Québec and the last day of the fiscal year preceding the year in which the driving permit was to expire ; or

(b) between the date of cancellation and the last day of the fiscal year preceding the year in which the driving permit was to expire.

**5.** The reimbursement shall be computed by using the contributions payable during the periods for which the holder was required to pay such contributions.

**6.** The reimbursement shall be made to the holder by cheque for an amount equal to the reimbursement computed in accordance with sections 2 to 5, minus the amount of any sum owed by the holder in respect of a contribution.

### **DIVISION III REGISTRATION**

**7.** The registration certificate holder is entitled to the reimbursement of part of the contribution he paid :

(a) when his registration is cancelled ; or

(b) when he puts up his automobile and presents to the Régie de l’assurance automobile du Québec the registration marker and the registration certificate for apposition thereon of a vignette and a stamp attesting that the automobile has been put up ; or

(c) when he applies for cancellation of an automobile registration and presents to the Régie de l’assurance automobile du Québec the registration certificate and the registration marker.

When he applies for cancellation of the registration of an automobile that has been stolen, the registration certificate holder must present the registration certificate if he still has it and either a police report or a proof of payment issued by an insurance company evidencing the date of the theft.

When he applies for cancellation of the registration of an automobile that has been destroyed by fire or that is considered to be completely destroyed following an accident, the registration certificate holder must present both the registration certificate and the registration marker if they have not been destroyed in the fire or the accident, and either a police report or a proof of payment issued by an insurance company evidencing the date of the fire or of the accident.

When he applies for cancellation of the registration of an automobile after having it registered in another province, state or territory, the registration certificate holder must present a photocopy of both the Québec registration certificate and that of the province, state or territory where the automobile is registered. The registration certificate holder must also present the Québec registration marker if it has been given back to him after the registration of the automobile in the other province, state or territory.

**8.** Subject to sections 9 and 10, the reimbursement of a contribution is equal to the part of the contribution which corresponds to the number of complete months not elapsed between the date of cancellation or putting up and the expiry date of the registration.

**9.** The reimbursement of the contribution in the case of a motorcycle as defined in section 13 of the Highway Code (R.S.Q., c. C-24) or of every motorized wheeled vehicle referred to in section 14.1 of the Highway Code, is computed according to a percentage of the contribution payable annually, determined as follows :

If the cancellation or putting up occurs ;

(a) during the months of March to May, the percentage is 83,3% ;

(b) during the month of June, the percentage is 66,7% ;

(c) during the month of July, the percentage is 50% ;

(d) during the month of August, the percentage is 33,3% ;

(e) during the month of September, the percentage is 16,7% ;

(f) during the months of October to February, the percentage is 0%.

**10.** The reimbursement of the contribution in the case of a tool vehicle contemplated in paragraph *t* of section 1 of Regulation 3 used exclusively for snow removal, a snowmobile used exclusively for transport purposes and a snowblower whose weight exceeds 900 kilograms, is computed according to a percentage of the contribution payable annually, determined as follows :

If the cancellation or the putting up occurs :

(a) during the month of March, the percentage is 83,3% ;

(b) during the months of April to October, the percentage is 66,7% ;

(c) during the month of November, the percentage is 50% ;

(d) during the month of December, the percentage is 33,3% ;

(e) during the month of January, the percentage is 16,7% ;

(f) during the month of February, the percentage is 0%.

**11.** For the purposes of sections 8, 9 and 10, the cancellation of the registration of an automobile that has been stolen, destroyed by fire or completely demolished in an accident, takes effect on the date of the event as evidenced by a police report or by a proof of payment issued by an insurance company. The date of the cancellation of the registration of an automobile that has been registered in another province, state or territory, is that of the registration in the other province, state or territory.

**12.** The reimbursement shall be made to the owner by credit note ; the owner may either use it when paying a future registration or return it to the Régie de l'assurance automobile du Québec for reimbursement by cheque.

If, when a credit note is used, unused credit remains, such amount shall be reimbursed by a cheque to the owner.

The credit note contemplated in the first paragraph, may not be used when paying a future registration or returned to the Régie de l'assurance automobile du Québec for reimbursement by cheque if, at any time during the period of cancellation or putting up, the owner of the automobile held for that automobile a registration certificate covering any part of the said period, other than a registration certificate for putting up.

**13.** Notwithstanding section 7, no contributions paid upon the issue of the following registration certificates may be reimbursed :

(a) a registration certificate issued for a contribution of 10 \$ or less ;

(b) a monthly supplementary certificate issued in accordance with section 63 of Regulation 3.

However, the contribution paid at the time a registration certificate was issued for a contribution of 10 \$ or less may be applied during the fiscal year to the payment of a contribution made at the time of registration of an automobile which has a registration marker of the same category and of the same registration year.

**14.** The reimbursement is computed in accordance with the contributions payable during the periods for which the holder was required to pay such contributions.

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O.C. 375-78, (1978) 110 G.O., 1673  
O.C. 3874-78, (1979) 111 G.O., 2573  
Decision of 05.03.80, (1980) 112 G.O.II, 1335  
O.C. 1104-80, (1980) 112 G.O.II, 1917



c. A-25, r.11

## Regulation respecting income

Automobile Insurance Act  
(R.S.Q., c. A-25, ss. 59 and 195)

### DIVISION I DEFINITION

**1.** In this Regulation, unless otherwise indicated by the context, “Act” means the Automobile Insurance Act (R.S.Q., c. A-25).

### DIVISION II RULES RESPECTING INCOME

#### *§1. Regular employment*

**2.** A victim may be considered to hold a regular employment when he works at least 30 hours in a standard week in a continual fashion on an annual basis.

#### *§2. Gross income*

**3.** The real gross income of a victim who is an employee is :

(1) the total salaries, wages, hires, and commissions which he had the right to receive on a regular basis for the employment he held at the time of the accident ; and

(2) the total of the following benefits insofar as they were regularly received, if he does not receive them as a result of the accident :

(a) bonus ;

(b) premiums ;

(c) gratuities ;

(d) raising for overtime, when the terms of employment necessitate it ;

(e) profit-sharing ; and

(f) the cash value of the personal use of a motor vehicle or dwelling provided by his employer ;

computed on an annual basis.

**4.** The real gross income of a victim who, at the time of the accident, is self-employed, is the greater of the following amounts :

(1) the business income realized by the victim during the 12 months preceding the date of the accident ;

(2) the average of the business income realized by the victim during the 3 fiscal years preceding the year of the accident ;

(3) the business income realized during his last complete fiscal year preceding the date of the accident.

The business income is composed of the total income, fees and commissions that the self-employed worker customarily received, minus the sums he spent during the year to earn them in accordance with the Taxation Act (R.S.Q., c. I-3), excluding the portion of depreciation he used to earn his business income.

**5.** For the purposes of section 19 of the Act, if at the time of the accident, the victim holds at least one regular full-time employment, his real gross income is equal to the total income of his different employments calculated according to sections 3 and 4.

**6.** When the Régie takes into account exceptional circumstances as set forth in section 19 of the Act, the computing of the victim's gross income is done according to sections 7 to 10 with the necessary adaptations.

**7.** For the purposes of section 20 of the Act, the presumptive gross income of a victim who, at the time of the accident, holds a casual or part-time employment which corresponds to the employment that the Régie determined for him, is the gross income earned by the victim from this employment, computed according to sections 3 or 4, projected on an annual basis and readjusted according to the adjustment factor foreseen in Schedule 1.

**8.** For the purposes of section 20 of the Act, the presumptive gross income of a victim who, at the time of the accident, holds no employment or holds a casual or a part-time employment which does not correspond to the employment that the Régie determined for him but who, in the 5 years preceding the day of the accident, held at least one employment corresponding to the one determined for him by the Régie, is the gross income, computed according to sections 3 or 4, earned by the victim in his last employment which corresponded to the one determined by the Régie, projected on an annual basis, indexed following



the method indicated in Schedule 2 and readjusted according to the adjustment factor foreseen in Schedule 1.

**9.** For the purposes of section 20 of the Act, the presumptive gross income of a victim who, at the time of the accident, holds no employment and who did not, in the 5 years preceding the day of the accident, hold an employment corresponding to the one determined for him by the Régie, is the gross income foreseen in Schedule 3 which corresponds to the employment determined by the Régie and readjusted according to the adjustment factor foreseen in Schedule 1.

**10.** For the purposes of section 20 of the Act, the presumptive gross income of a victim who, at the time of the accident, holds a part-time or a casual employment which does not correspond to the employment determined for him by the Régie and who did not, in the 5 years preceding the day of the accident, hold an employment corresponding to the one determined for him by the Régie, is the gross income foreseen in Schedule 3 which corresponds to the employment determined by the Régie and readjusted according to the adjustment factor foreseen in Schedule 1.

### **§3. Net income**

**11.** The net income is computed by subtracting from the gross income calculated in accordance with subdivision 2 the amount, the premium and the contributions contemplated in section 27 of the Act and computed in accordance with sections 12 to 14.

**12.** To compute the amount equivalent to the income taxes according to the tables established under the Taxation Act and the Act respecting income taxes (R.S.C., c. I-5), taxable income is the gross income computed in accordance with subdivision 2, minus :

(1) the employee's yearly premium payable under the Unemployment Insurance Act, 1971 (S.C., 1970-71-72, c. 48) and determined in accordance with section 14 ;

(2) the yearly contributions applicable under the Act respecting the Québec Pension Plan (R.S.Q., c. R-9) and determined in accordance with section 14 ;

(3) the annual amount of an alimentary pension actually being paid at the time of the accident, the deduction of which is permitted under the Taxation Act and the Act respecting income taxes, subject to the following maxima :

(a) when the victim's total income does not exceed the maximum gross income provided for by the Act, the total pension amount must be deducted ; or

(b) when the victim's total income exceeds the maximum gross income provided for by the Act, only the

amount obtained by multiplying fraction of the maximum gross income provided for by the Act over the victim's total income must be deducted ;

(4) the personal exemption ;

(5) the married person's exemption in cases where the victim has a spouse, without taking into account the latter's income ;

(6) the exemption equivalent to the married person's exemption when applicable under the Taxation Act or the Act respecting income taxes, if not already deducted, without taking into account the dependant's income and, in cases where more than one person may be considered for such exemption, by choosing the person for which the dependant's exemption is the lowest ; and

(7) the dependant's exemption, when applicable under the Taxation Act and the Act respecting income taxes, without taking into account the dependant's income, and excluding persons for whom a married person's exemption, an exemption equivalent to the married person's exemption or an alimentary pension has already been deducted.

The exemption amounts are those prescribed in the Taxation Act and the Act respecting income taxes. However, they must be computed taking into account the definition of spouse under subsection 7 of section 1 of the Act, and that of dependant under subsection 20 of section 1 of the Act.

The amount equivalent to the income tax is equal to the amount of income tax payable in accordance with the income tax tables taking into account the taxable income determined in the first paragraph.

**13.** In order to compute the employee's yearly premium payable under the Unemployment Insurance Act, 1971, a victim is deemed to hold insurable employment within the meaning of the Unemployment Insurance Act, 1971, without considering the exceptions prescribed in the said Act.

**14.** In order to compute the yearly contribution applicable under the Act respecting the Québec Pension Plan, a victim is deemed to hold, at his employer's, a pensionable employment pursuant to the Québec Pension Plan, without considering the exceptions prescribed in the said Act.

**15.** The net income determined in accordance with sections 12 to 14 must be revised on the date when the deductions provided for in subsections 3, 5, 6 and 7 of section 12

must be made or must cease to be made from the gross income, as the case may be.

### **DIVISION III GROSS INCOME FOR THE PURPOSES OF SECTIONS 31 AND 32 OF THE ACT**

**16.** For the purposes of sections 31 and 32 of the Act, when the victim obtains or returns to an employment or when he is able to hold an employment, the gross income of this employment is computed in the manner provided for in sections 3 to 5, with the necessary adaptations.

### **DIVISION IV MISCELLANEOUS RULES**

**17.** The victim's employer must provide the Régie with an attestation of the salary of the victim using the form prescribed for that purpose.

The employer must, within 6 days after receiving it, mail such form to the Régie or leave it at one of the offices of the Régie.

### **SCHEDULE 1**

(ss. 7 to 10)

#### **ADJUSTMENT OF INCOME**

1. The adjustment provided for in sections 7 to 10 is computed according to the following table :

<i>Evaluation of the holding of an employment applicable annually during the reference period (rounded annually to the nearest tenth)</i>	<i>Adjustment factors applicable annually during the reference period, in percentage</i>
0%	(total absence) 20
10%	18
20%	16
30%	14
40%	12
50%	10
60%	08
70%	06
80%	04
90%	02
100%	(i.e. regular employment) 00

The 5 years preceding the day of the accident constitute the reference period.

However, the victim must not be penalized in the adjustment of his income for the time, within the reference period, during which he was unable to hold an employment.

The evaluation of the holding of an employment does not take into account the fact that this employment is or is not the one determined by the Régie.

2. (1) For the purposes of sections 7 and 8, the adjustment factor is applied as follows :

**RBRR** —  $(RBRR \times \text{total of adjustment factors}) = RBP$

**RBRR** being the victim's gross income projected on an annual basis

**RBP** being the presumptive gross income.

(2) For the purposes of sections 9 and 10, the adjustment factor is applied as follows :

**RBA3** —  $(RBA3 \times \text{total of adjustment factors}) = RBP$

**RBA3** being the gross income taken from Schedule 3

**RBP** being the presumptive gross income.

3. There are two exceptions to the application of the adjustment factor :

(1) The reference period may be shorter than 5 years when the victim has not been available to hold employment for a period of 5 years, the availability to hold employment being calculated from the termination of studies.

In such a case, if the reference period is composed of one or several complete years and a fraction of a year, for the purposes of applying the income adjustment factor, this fraction of a year represents a full year and the number of months without employment during this fraction of a year is the number of months without employment during the complete year.

(2) In the application of sections 7 to 10, no adjustment factor is subtracted when the victim, at the time of the accident, is without employment since less than a year or held a casual or a part-time employment since less than a year, and :

(a) always held a regular full time employment for the rest of the reference period ; or

(b) the reference period is shorter than a year.

4. However, notwithstanding the result of the application of the adjustment factor according to the method indicated in this Schedule, the presumptive gross income foreseen in section 20 of the Act may never be less than 5 000 \$.

# **SCHEDULE 2**

(s. 8)

The indexation provided for in section 8 is computed as follows:

$$\text{RBRR} \times \text{indexation factor} = \text{RPB}$$

**RBRR** being the real gross income earned by the victim in his last employment corresponding to the one which the Régie determined for him, and projected on an annual basis;

**RPB** being the basic presumed income which should be readjusted according to the adjustment factor provided for in Schedule 1.

The indexation factor is obtained from the following chart:

	Terminating year of the determined employment														
	1987	1986	1985	1984	1983	1982	1981	1980	1979	1978	1977	1976	1975	1974	1973
1978											1,103	1,255	1,453	1,577	1,698
1979									1,089	1,201	1,367	1,583	1,718		
1980								1,075	1,171	1,291	1,469	1,701			
1981							1,095	1,177	1,282	1,414	1,609				
1982	For the years of accident subsequent to 1981, the indexation factor is calculated as follows :														
1983	$\frac{\text{RHM for the year of accident}}{\text{RHM for the terminating year of the determined employment}} : \text{Indexation factor}$														
1984															
1985	RHM being the yearly average computed on the basis of the average weekly earnings of the industrial composite in Québec as established by Statistics Canada for each of the 12 months preceding 1 July of the year preceding either the year of accident or														
1986	the terminating year of the determined employment, as the case may be.														
1987															
1988															

**SCHEDULE 3**

(ss. 9 and 10)

**GROSS INCOME CHART**

1. For the purposes of applying sections 9 and 10, the gross income corresponding to the employment determined by the Régie is the one indicated on the chart appearing below.

2. The rates provided for each of the employments are in relation to the victim's experience in the holding of the employment which the Régie determined for him according to the following criteria :

*Sections A, E and F*

Rate 3 : less than 3 years of experience ;

Rate 2 : 3 or more years of experience but less than 7 years of experience ;

Rate 1 : 7 or more years of experience.

*Sections B, C and D*

Rate 4 : less than 3 years of experience ;

Rate 3 : 3 or more years of experience but less than 7 years of experience ;

Rate 2 : 7 or more years of experience but less than 12 years of experience ;

Rate 1 : 12 or more years of experience.

3. On 1 March of each year, as of 1 March 1982, the gross income rates appearing in this chart are indexed by an indexation factor obtained as follows :

$\frac{\text{RHM of the new year}}{\text{RHM of the previous year}}$  : Indexation factor

RHM being the yearly average computed on the basis of the average weekly earnings of the industrial composite in Québec as established by Statistics Canada for each of the 12 months preceding 1 July of the year preceding either the new year or the previous year, as the case may be.

Then, the rate is rounded to the nearest dollar.

In the application of sections 9 and 10, the rate which the Régie must use is the one in force on the day of the accident.

Code	Employment (Section A)	3	2	1
002	Administrator — Class I	43 176	51 408	59 640
004	Administrator — Class II	38 719	46 738	54 208
006	Administrator — Class III	35 697	42 494	49 290
008	Administrator — Class IV	32 450	38 634	44 817
010	Department Head	29 018	34 869	40 721

<i>Code</i>	<i>Employment (Section B)</i>	<i>4</i>	<i>3</i>	<i>2</i>	<i>1</i>
102	Actuary	16 173	23 192	31 157	40 492
104	Cultural agent, artist and writer	15 594	20 873	26 939	32 620
106	Personnel officer	16 485	22 764	29 600	36 384
108	Agronomist	15 702	20 910	28 040	34 604
110	Analyst	16 485	22 754	30 499	36 223
112	Architect and town-planner	16 485	22 754	30 499	36 223
114	Surveyor	16 485	22 754	30 499	36 223
116	Lawyer and notary	17 037	22 500	32 381	39 096
118	Librarian	15 058	19 951	25 900	29 492
120	Biologist and biochemist	15 807	21 353	28 356	35 035
122	Chemist	16 485	22 754	30 499	36 227
124	Accountant	15 807	21 353	28 356	35 035
126	Dentist	25 546	29 278	35 834	40 332
128	Economist	16 126	22 703	30 636	36 384
132	Kindergarten, elementary or secondary school teacher	13 240	15 427	19 327	24 802
134	Teacher (college level)	15 687	18 277	22 783	29 385
136	Geographer	16 126	22 704	30 636	36 384

<i>Code</i>	<i>Employment (Section B)</i>	<i>4</i>	<i>3</i>	<i>2</i>	<i>1</i>
138	Geologist	16 485	22 754	30 499	36 227
140	Engineer	16 485	22 754	30 499	36 227
142	Mathematician and statistician	16 485	22 754	30 499	36 227
144	Physician	31 902	38 905	44 030	49 478
146	Clergyman	15 594	19 701	20 873	26 965
148	Pharmacist	20 721	23 779	29 652	35 217
150	Physicist	16 485	22 754	30 505	36 223
152	Teacher (University level)	22 450	24 735	30 469	36 091
154	Sociologist and political scientist	16 126	22 704	30 636	36 384
156	Nutrition expert	15 058	19 951	25 900	29 492
158	Communications expert	15 594	20 873	26 939	32 620
160	Physical readaption expert	15 058	19 951	25 900	29 492
162	Managerial sciences expert	15 807	21 353	28 356	35 034
164	Behavioral sciences expert	16 482	22 754	30 499	36 223
166	Legal sciences expert	16 126	22 704	30 636	36 384
168	Educational sciences expert	16 485	22 754	30 499	36 223
170	Community services expert	15 594	20 873	26 939	32 620
172	Veterinarian	19 575	22 322	28 065	34 604

<i>Code</i>	<i>Employment (Section C)</i>	<i>4</i>	<i>3</i>	<i>2</i>	<i>1</i>
202	Library technician	12 319	15 339	18 158	21 397
204	Nurse	14 481	16 430	18 784	21 466
206	Airplane pilot	23 798	25 257	26 518	36 537
208	Management technician	12 578	14 359	17 138	23 198
210	Agricultural technician	12 578	14 359	17 138	23 198
212	Graphic and applied arts technician	12 578	14 359	17 138	23 198
214	Dietetics technician	14 189	15 704	17 956	20 547
216	Electrotechnology technician	12 578	14 381	17 138	23 198
218	Motorized equipment	12 578	14 381	17 138	23 198
220	Industrial engineering technician	12 578	14 381	17 138	23 198
222	Information technician	12 319	14 039	16 699	19 798
224	Computer technician	12 979	15 279	18 798	24 797
226	Legal technician	12 578	14 359	17 138	23 198
228	Laboratory technician	14 238	15 758	18 018	23 198
230	Outdoors technician	14 238	15 758	18 018	23 198
232	Humanities technician	12 536	14 309	17 080	20 347



<i>Code</i>	<i>Employment (Section D)</i>	<i>4</i>	<i>3</i>	<i>2</i>	<i>1</i>
302	Office clerk	10 459	11 818	13 879	18 038
304	Secretary's staff	10 459	11 919	13 579	18 618
306	Other office personnel	10 499	11 759	13 718	17 298

<i>Code</i>	<i>Employment (Section E)</i>	<i>3</i>	<i>2</i>	<i>1</i>
402	Peace officer	10 319	12 698	14 299
404	Civil protection agent	15 660	19 072	23 660
406	Soldier	10 297	10 297	10 297
408	Police officer	17 515	22 990	24 857
410	Food and hotel trade worker	11 385	14 893	20 653
412	Sales worker	13 050	14 393	15 736
414	Maintenance and personal care worker	11 724	13 415	14 032
416	Leisure, education and research worker	11 099	13 879	15 518
418	Health care worker	10 960	13 313	16 212
420	Transportation worker	14 019	15 110	16 875
422	Communications worker	11 150	12 762	16 064
424	Salesman	16 678	18 193	22 231

<i>Code</i>	<i>Employment (Section F)</i>	<i>3</i>	<i>2</i>	<i>1</i>
502	Electrician	13 301	17 765	21 432
504	Mechanic	13 301	17 947	22 525
506	Carpenter	14 986	16 968	19 747
508	Equipment operator	13 802	15 623	20 521
510	Tradesman worker	14 098	16 649	16 649
512	Construction worker	13 591	15 852	19 747
514	Outdoors worker	14 098	14 872	18 562
516	Factory or Shop worker	12 573	16 376	19 815
518	Non Specialized worker	12 573	12 573	15 579
520	Unskilled labour (light work)	8 377	8 377	8 377

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O.C. 1480-81, (1981) 113 G.O.II, 1903



c. A-25, r.12

**Tarif des sommes exigibles lors de  
l'immatriculation d'une automobile et de  
la délivrance d'un permis de conduire  
(1982)**

Automobile Insurance Act  
(R.S.Q., c. A-25, s.151)

See French Edition



c. A-25, r.13

**Tarif des sommes exigibles lors de  
l'immatriculation d'une automobile et de  
la délivrance d'un permis de conduire  
(1981)**

Automobile Insurance Act  
(R.S.Q., c. A-25, s. 151)

See French Edition



c. A-26, r.1

## Regulation respecting the application of the Deposit Insurance Act

Deposit Insurance Act  
(R.S.Q., c. A-26, s. 43)

### DIVISION I DEFINITIONS AND APPLICATION

**1. Definitions :** In this Regulation, the following expressions mean :

(a) “Act” : the Deposit Insurance Act (R.S.Q., c. A-26) ;

(b) “Regulation” : this Regulation made by the Régie de l’assurance-dépôts du Québec (Board) and approved by the Government ;

(c) “policy” : a policy issued by the Board under section 34 of the Act ;

(d) “policy holder” : the institution or bank to which a policy has been issued ;

(e) “depositor” : a person who has made a deposit within the meaning of this Regulation, or a person to whom an institution or a bank is required to repay such a deposit ;

(f) “depository” : a bank or an institution whose deposits are guaranteed by the Board.

**2. “Deposit” and “deposit of money” :** For the purposes of the Act and the regulations of the Board, the expressions “deposit” and “deposit of money” mean :

(a) funds received by a bank or an institution obligated to repay them in full to the person to whom they are payable, with interest accruing thereon, if any :

i. on demand ; or

ii. for a term, provided that it is established in writing that such funds may be withdrawn on demand in consideration of a reduction of the rate of interest fixed at the time of the receipt of such funds ;

(b) the funds received by a bank or a registered institution when such reception causes a debt acknowledgement to be delivered, or the issuance of a guaranteed savings certificate, of a deposit certificate, of an obligation or of any other instrument, stating the obligation to pay a declared rate of interest at preestablished periods, as the case

may be, as well as the capital indicated at the end of a fixed term not exceeding 5 years, if these funds have been received after 1 July, 1970 ; if these funds have been received prior to 1 July, 1970, they are deemed deposits of money notwithstanding the date at which the institution has to repay.

**3. Exclusions :** Notwithstanding section 2, the following are not deposits of money :

(a) funds obtained at the time of an issue of securities registered with the Commission des valeurs mobilières du Québec or exempted from registration by it or by any Act except, in either case, when funds received by an institution mentioned in paragraph b of section 2 are involved ;

(b) the sums paid under a contract made with an insurance company, a mutual benefit association or a charitable association authorized to carry on business in Québec in accordance with the Act respecting insurance (R.S.Q., c. A-32) ;

(c) promissory notes or negotiable instruments payable on demand or within 12 months of their issue and of which the amount in principal is at least 50 000 \$ ;

(d) the funds paid on his shares by a member of a savings and credit union ;

(e) funds received under a contract by which an institution grants to the subscriber rights or privileges other than the repayment of the full amount of the principal of the funds subscribed to and the interest accruing thereon, if any ;

(f) the funds contemplated in section 25 of the Act but not included in section 2.

**4. Deposits prohibited :** The prohibition laid down by the Act upon every individual to solicit deposits of money from the public and upon every non-registered institution to solicit or receive such deposits shall apply to the funds described in section 2 and to the funds the receipt of which gives rise to the issue of a document stating or leading to the belief that the funds have been placed on deposit.

**5. Date of deposit :** The date of the deposit is the date on which a sum of money is credited to the depositor, or the date which appears on the instrument issued by the depository.

**6. Place of deposit :** A deposit shall be deemed to have been made at the place where the funds are received by the depositary, subject to the following provisions :

(a) if the funds have been handed over to a branch or to an agent of the depositary, the deposit shall be deemed to have been made at the place where such branch or such agent received such funds ;

(b) if the depositor requests that his funds be brought to his credit in an account kept in a specified office of a depositary, the deposit shall be deemed to have been made in such office ;

(c) the place where the deposit has been made shall be deemed not to have been changed, unless it has been changed with the depositor's consent ;

(d) when a depositary receives funds which give rise to the issue of a guaranteed investment certificate, a deposit certificate, a debenture or other instrument, and the place where the deposit has been made cannot be established in accordance with the paragraphs *a*, *b* and *c*, the deposit shall be deemed to have been made at the office of the depositary where the instrument was delivered to the depositor or from which it was forwarded to him ;

(e) when the place where the deposit has been made cannot be established in accordance with the paragraphs *a*, *b*, *c* and *d*, the deposit shall be deemed to have been made at the corporate seat of the depositary.

## **DIVISION II PERMITS AND CONDITIONS FOR REGISTRATION**

**7. Registered institution :** Every institution which solicits or receives deposits of money from the public must be an institution registered with the Board.

**8. Qualified institution :** Subject to this Regulation, may be registered :

(a) an institution incorporated in Québec which has been explicitly empowered through its charter to receive, prior to 1 July, 1970, deposits of money ;

(b) a federation of credit and savings unions and affiliated unions ;

(c) the Fédération des caisses d'entraide économique and its affiliated *caisses* ;

(d) a trust company ;

(e) an institution whose deposits are guaranteed by the Canada Deposit Insurance Corporation ;

(f) the Confédération des caisses populaires et d'économie Desjardins du Québec ;

(g) the Caisse centrale Desjardins du Québec.

**9. Subject to this Regulation, an institution may also be registered :**

(a) if its chief activities consist in receiving money from the public and in reinvesting this money ; and

(b) if it has a proven, subscribed and paid-up share capital of at least 500 000 \$ ; and

(c) if it is incorporated in Québec and has been granted, either by letters patent or by special legislation, the power to receive deposits.

**10. Application for registration :** A qualified institution must send its application for registration to the Board in the form prescribed in Schedule I.

**11. Documents :** The application for registration by a qualified institution must be accompanied by the following documents :

(a) a copy of the incorporating statute or of the charter and by-laws of the institution ;

(b) a certified copy of the financial statements at the end of the last fiscal year filed with the Ministère des Institutions financières et Coopératives, or with the competent supervisory authorities of the province where the institution was incorporated and, if the institution is not obligated to file such financial statements, a certified copy of the most recent statements prepared for the shareholders ;

(c) a certified copy of the last annual financial statements of each of its subsidiaries and affiliated companies, should the case arise ;

(d) a copy of the policy of insurance against the risks of misappropriation and theft held by the institution or a certificate establishing that such institution is insured against such risks ;

(e) a detailed statement of deposits held both in and outside of Québec in the form prescribed by the Board.

In the case of a newly formed institution, the Board shall determine which documents are to accompany the application for registration.

**12. Affidavits :** The application for registration must also be accompanied by affidavits in the form prescribed in Schedule IV, by a duly authorized director and by an officer establishing to the best of their knowledge :

(a) that the financial statements filed indicate faithfully the financial condition of the institution ; and

(b) that the institution has complied with every general law or special act to which it is subject.

**13.** The Board will deliver a permit to any institution that meets the following conditions :

(a) has made an application in the form prescribed by the Regulation ;

(b) has furnished all additional information required and has caused an examination of its affairs to be made by an inspector duly accepted by the Board ;

(c) receives or intends to receive deposits of money within the meaning of the Act and the Regulation ;

(d) has complied with the Act and the regulations of the Board and with any other general law or special Act to which it is subject ;

(e) is in a position to discharge, when due, any obligation which may result from the receipt of a deposit of money ;

(f) is administered according to sound financial and commercial practices ;

(g) holds a policy of insurance against the risks of misappropriation and theft for an amount deemed sufficient by the Board in accordance with generally accepted usage and with the relative importance of its operations ;

(h) is not insolvent nor about to become so ;

(i) is in a satisfactory financial condition.

**14. Form of permit :** The permit issued by the Board to a registered institution shall be drawn up on the form prescribed in Schedule II ; it shall bear the printed signature of the General Manager and the handwritten signature of an officer of the Board designated by the latter.

**15. Obligation of holder of permit :** Every institution which holds a permit of the Board must at all times comply with the conditions prescribed for obtaining such permit.

**16. Term :** A permit shall expire one year after the date of its issue.

**17. Renewal :** Every permit may be renewed for the same term when the institution applies therefor in the form prescribed in Schedule III and fulfils the conditions contemplated by the Regulation for obtaining such permit.

Such application must be accompanied by affidavits, in the form prescribed in Schedule V, by a duly authorized director and by an officer, establishing to the best of their

knowledge, that the institution still meets the conditions required for obtaining a permit.

**18. Suspension :** In all the cases contemplated in section 31 of the Act, or whenever it deems that a registered institution no longer meets the conditions contemplated by section 15, the Board may suspend or cancel the permit of such institution, after sending a notice of at least 3 days, by registered or certified mail calling upon the institution to be heard within the delay fixed. Such notice must mention the grounds for the suspension or cancellation.

**19. Effects of suspension :** Notwithstanding the suspension, cancellation or expiry of its permit or the rescission or expiry of its policy, an institution in which certain deposits continue to be guaranteed in accordance with section 37 of the Act, shall, during the term of the guarantee of the Board, remain subject to sections 30 to 38 and 49 to 56.

### DIVISION III GUARANTEE

**20. Deposits in Québec** (s. 33 of the Act) : The Board shall guarantee to every person who makes a deposit of money within the meaning of the Act and the Regulation with a registered institution or a bank the payment of such deposit at maturity in principal and interest, but only up to 20 000 \$.

**21. Deposits outside of Québec** (s. 34 of the Act) : The Board for a premium and on such other conditions as are stipulated in a policy issued by it, may guarantee the payment at maturity, in principal and interest, up to 20 000 \$ of any deposit of money made outside Québec to a registered institution incorporated under an Act of Québec, or to a bank under the condition fixed in section 34 of the Act.

**22. Single deposit** (s. 38 of the Act) : When a person makes several deposits of money with the same institution or bank, such deposits shall be deemed a single deposit.

**23. Separate deposits :** When a person acts with respect to one or more of the deposits contemplated in section 38 of the Act for the account of or jointly with other persons, the following shall be deemed separate deposits :

(a) a deposit respecting which the institution is obligated to repay to such person in his capacity of trustee, when the existence of the trust is shown in the registers of the institution ;

(b) a deposit respecting which the institution is bound towards such person acting jointly with another as coproprietor, when the interest of each is shown in the registers of the institution ;

(c) the interest of each beneficiary in a deposit respecting which the institution is bound towards such person who acts for the account of other persons, when the interest of such other persons is shown in the registers of the institution.

**24. Exception :** The interest which a person has acquired in a deposit after the date of the suspension, cancellation or expiry of the permit of an institution, or of the suspension, rescission or expiry of a policy shall not be a new deposit for the purposes of the guarantee.

#### **DIVISION IV GUARANTEE POLICY AND PREMIUMS**

**25. Policy :** A guarantee policy issued under section 34 of the Act to a registered institution or bank must be drawn up in the form prescribed in Schedule VII.

**26. Term :** The term of a guarantee policy shall be of one year from the date of its issue.

**27. Renewal :** At the expiry of the year for which it is issued, a policy shall be renewed by tacit renewal for a new period of one year and so on, from year to year until such policy is suspended, cancelled or rescinded.

**28. Cessation of guarantee :** Subject to the other causes of suspension or rescission contemplated in the Act and the Regulation, a policy may be terminated upon the conditions hereinafter determined :

(a) when, in agreement with the institution concerned, the Board agrees to rescind the guarantee after a notice of not less than 90 days of such intention to terminate it has been sent to the competent authorities of the government of the province where the deposits have been made ; or

(b) when the Canada Deposit Insurance Corporation issued to the institution a policy which, in the opinion of the competent authorities of the government of the province where the deposits have been made, grants an insurance at least equivalent to the guarantee of the Board.

**29.** In the case of paragraph b of section 28, the guarantee shall cease only from the time when the Board has been duly informed by the government of the province where the deposits have been made that in its opinion the insurance granted to the institution by the Canada Deposit In-

urance Corporation is at least equivalent to the guarantee of the Board.

**30. Premium :** For each premium accounting year, as defined in section 31, the Board shall fix and recover from the policy holders a premium equal to the greater of the 2 following amounts :

(a) 100 \$ ; or

(b) 1/30 of 1% of the total amount of the deposits held on the last day of the preceding premium accounting year.

**31. Premium accounting year :** For the purposes of this Regulation, the expression "premium accounting year" means the period extending from 1 May of each year to 30 April of the following year inclusive.

**32. Computing the first premium :** The premium payable by an institution for the premium accounting year during which its deposits become guaranteed shall be equal to the greater of the 2 following amounts :

(a) 100 \$ ; or

(b) a fraction of 1/30 of 1% of the total amount of the deposits held on the last day of the month during which its deposits have become guaranteed established according to the ratio between the number of days in such premium accounting year during which the guarantee is in force and 365.

**33. Statement of deposits :** The premium shall be computed according to the statement of deposits which the policy holder sends to the Board in the form and on the date prescribed and according to the method approved by such Board.

**34. 20 000 \$ per deposit :** For the purposes of computing the premium, each deposit shall be included in the total amount of the deposits guaranteed by a policy up to a maximum amount of 20 000 \$.

**35. Prorata :** When a policy is in force for a period less than a premium accounting year, the premium payable must be computed according to the ratio between the number of days in such year during which the policy is in force and 365, but in no case shall such premium be less than 100 \$.

**36. Date of payment :** One-half of the premium due under the terms of section 30 must be paid to the Board, without interest, not later than 30 June in the premium accounting year for which the premium is payable ; the balance must be paid without interest not later than 31 December in such premium accounting year.



**37. Interest :** The Board may require interest not exceeding 10% per annum on the amount of any premium or portion thereof which is exigible and unpaid.

#### DIVISION V CLAIMS

**38. Proof :** Every claimant must furnish a detailed statement of the accounts, instruments and other documents under which he is entitled to the guarantee of the Board. Such statement must be sent to the Board in the form prescribed in Schedule VIII.

**39. Additional proof :** For any claim based on a negotiable instrument issued by a registered institution, the demand for payment must include, in addition to the detailed statement contemplated in section 38, a declaration specifying the date on which the claimant has acquired such instrument.

#### DIVISION VI ADVERTISING

**40. Official sign :** Every registered institution shall display the official sign supplied to it by the Board at a conspicuous place at the entrance and within any place of business where it carries on its activities.

**41. Form :** The official sign for registration with the Board shall be in the following form :



**42. Advertising :** A registered institution wishing to use for advertising purposes the statement "Registered with the Régie de l'assurance-dépôts du Québec", or any other statement, mark, sign, advertisement or means of publicity aimed at informing the public that the deposits entrusted to it are guaranteed, shall submit to the Board, for approval, a detailed description of the form and contents of such advertising.

**43. Approval in writing :** The approval by the Board of any symbol, slogan or means of publicity other than the official registration sign which may be used by a registered institution, must be given in writing.

**44. Permit cancelled :** An institution whose permit has been suspended, cancelled or annulled shall no longer display the sign of registration with the Board or use any other means of publicity relating to the guarantee of the Board.

**45. Guaranteed funds :** Every instrument or other document issued by a registered institution to establish receipt of the funds contemplated in paragraph *a* of section 2, shall mention the following : "This is a deposit within the meaning of the Deposit Insurance Act" or any other statement deemed equivalent and approved by the Board ; every instrument or other document issued to establish receipt of the funds mentioned in paragraph *b* of section 2 shall mention the following : "This instrument is guaranteed in accordance with the Deposit Insurance Act".

#### DIVISION VII RETURNS AND INSPECTION

**46. Annual return of operations :** Every registered institution shall send to the Board within 3 months after the end of its fiscal year an annual return on its operations in the form prescribed by the Board establishing the general condition of its affairs and including in particular :

(a) a statement of the assets and liabilities at the end of the fiscal year which has elapsed accompanied by the auditor's report to the shareholders or to the members of the institution and a statement of the income and expenditures of the year ;

(b) any other information specially required by the Board in connection with security of deposits.

Upon an application of the Board, an institution must furnish any exact details respecting the information required by this section.

**47. Auditor's return :** The annual return on operations shall be accompanied by the auditor's report establishing the scope of his audit and his opinion on the financial condition of the institution or, in the case of a savings and credit union, by the return of the federation to which such credit union is affiliated or by the auditor's return.

The auditor's return shall be made in the form prescribed in Schedule IX.

**48. Affidavit :** The annual return on operations shall also be accompanied by an affidavit in the form prescribed

in Schedule VI by a director and an officer duly authorized establishing, to the best of their knowledge, that such return indicates faithfully the financial condition of the institution.

**49. Additional returns :** A registered institution must send at the times and in the form prescribed by the Board a statement on the deposits received in and outside Québec and any return on the liquid assets which the Board may require.

**50. Inspection :** At least once a year, a registered institution must submit to an examination of its affairs by an inspector accepted by the Board.

**51. Collaboration :** The officers, employees, agents, auditors and inspectors of a registered institution shall allow an examination of its books to be made by the inspector appointed by the Board and they shall collaborate in such inspection.

**52. Scope of inspection :** Saving special directives of the Board, the examination of the affairs of an institution by an approved inspector shall have as its object to establish whether such institution complies with the conditions prescribed by the Regulation for obtaining or renewing its permit. Such examination shall deal in particular with :

- (a) the receipt of deposits by the institution ;
- (b) the requirements of the Act and of the regulations of the Board or of any other general law or special Act to which the institution is subject ;
- (c) the obligations of the institution with respect to deposits held by it ;
- (d) the financial, commercial and administrative methods followed by the institution ;
- (e) the security measures respecting the funds entrusted to the institution.

**53. Costs :** The costs incurred for the inspection shall be borne by the institution which has been examined and upon such conditions as the Board determines.

## DIVISION VIII OFFENCES

**54. Default :** Every registered institution or policy holder shall be in default whenever it or he has committed one or more of the infringements contemplated in section 31 of the Act or no longer meets the conditions required for obtaining or renewing its or his permit.

**55. Notice of default :** If, in the opinion of the Board, a registered institution or policy holder has infringed any of the provisions of the Act or of the Regulation, the Board, by registered or certified mail, may send a notice of the infringement committed to the chairman of the board of directors or to the secretary of such institution and enjoin such person to remedy such default within a delay of not less than 10 days or to come to be heard before the expiry of the delay fixed for such purpose in the notice.

**56. Communication of notice :** Within 30 days of its receipt, every notice of infringement must be submitted to a meeting of the directors of the institution in default.

**57. Notice of cancellation :** At the expiry of a delay granted to remedy an infringement of the Act or of the Regulation, the Board, by registered or certified mail, may send to the institution still in default a notice of at least 7 days at the expiry of which its permit shall be cancelled or its policy rescinded.

In the case of rescission of a policy, such notice shall be sent to the competent authorities of the province where the deposits have been made, and the guarantee of the Board shall terminate only on the date fixed in the notice.

## DIVISION IX SPECIAL PROVISIONS

**58. Bank :** Sections 7 to 19, 25 to 37 and 40 to 57 shall not apply to any bank.

**59. Extension of notice :** The Board may at any time extend the delay fixed in a notice sent to a registered institution under the Act or the Regulation or cancel such notice.

**60. Transmission of notice :** Every notice sent to a registered institution or to a bank or to one of its officers shall be regularly given if it is sent by registered or certified mail to the address of the institution or bank appearing in the registers of the Board, or at the residence or place of business of such officer.

**61. Power of the Board :** The Board shall have access to the information, inspection returns and documents furnished by a qualified institution to the Ministère des Institutions financières et Coopératives.

**62. Production of documents :** Whenever it deems it expedient, the Board may exempt any qualified or registered institution from the obligation to forward to it some of the documents and information required under sections 11 and 46.

**SCHEDULE I**

(s. 10)

**RÉGIE DE L'ASSURANCE-DÉPÔTS DU QUÉBEC****Application for registration with the Board**

Name of the institution : .....

.....

Address of the chief place of business in Québec : .....

.....

hereinafter called the applicant, hereby applies for its registration with the Régie de l'assurance-dépôts du Québec under the Deposit Insurance Act (R.S.Q., c. A-26) and in support of his application furnishes the following information :

**1.** Designation of act of incorporation : .....

.....

**2.** Date of incorporation or founding : .....

.....

**3.** Name of federation to which applicant is affiliated, as the case may be : .....

.....

**4.** Date when business commenced in Québec : .....

.....

**5.** Name of provinces in which applicant receives or intends to receive deposits of money : .....

.....

.....

**6.** Name and address of auditor : .....

.....

.....

**7.** Names, addresses and offices of principal directors and officers of institution :

Name and given name      Residential address      Office

The applicant agrees to furnish any further information requested by the Régie de l'assurance-dépôts du Québec in addition to the documents required by sections 11 and 12 of the Regulation respecting the application of the Deposit Insurance Act (R.R.Q., c. A-26, r.1) and to comply with the Deposit Insurance Act and all the regulations made thereunder.

Dated this ..... day of ..... 19...

(witness)

(director)

(witness)

(officer)

**SCHEDULE II**

(s. 14)

**RÉGIE DE L'ASSURANCE-DÉPÔTS DU QUÉBEC****Permit**

No .....

**IT IS HEREBY CERTIFIED THAT**

(name of the institution)

(address of the chief place of business in Québec)

is registered with the Board under the Deposit Insurance Act (R.S.Q., c. A-26) and therefore may solicit and receive deposits of money from the public during the period commencing on the .....

..... and ending on the .....  
the whole in accordance with the Deposit Insurance Act and the regulations made under such Act.

Issued at Québec on the ..... day of ...  
..... 19...

Régie de l'assurance-dépôts du Québec

Per : .....  
(General Manager)

**SCHEDULE III**

(s. 17)

**RÉGIE DE L'ASSURANCE-DÉPÔTS DU QUÉBEC****Application for renewal of permit**

Name of institution : .....

.....

Address of the chief place of business in Québec : . . . .

hereinafter called the applicant, hereby applies for the renewal of its permit issued under the Deposit Insurance Act (R.S.Q., c. A-26) and in support of this application furnishes the following information :

**1.** Name of federation to which applicant is affiliated, as the case may be : . . . . .

**2.** Names of provinces in which applicant receives deposits of money : . . . . .

**3.** Name and address of auditor : . . . . .

**4.** Names, addresses and offices of principal directors and officers of applicant :

Name and given name	Residential address	Office
.....	.....	.....
.....	.....	.....

The applicant agrees to furnish any additional information requested by the Régie de l'assurance-dépôts du Québec in addition to the documents required by sections 11 and 17 of the Regulation respecting the application of the Deposit Insurance Act (R.R.Q., c. A-26, r.1), and to comply with the Deposit Insurance Act and all the regulations made under such Act.

Dated this ..... day of ..... 19...

(witness)

(director)

(witness)

(officer)

## SCHEDULE IV

(s. 12)

### RÉGIE DE L'ASSURANCE-DÉPÔTS DU QUÉBEC

#### Declaration to be filed with the Board by each of the signatories to the application for registration

I, ....., residing at .....  
 .....,  
 in the Province of .....  
 ....., being duly sworn, declare :

**1.** That I am the ..... of .....

hereinafter referred to as the applicant, and I am duly authorized to file, on its behalf, an application for registration with the Régie de l'assurance-dépôts du Québec ;

**2.** That to the best of my knowledge, the financial statements filed with the application for registration indicate faithfully the financial condition of the applicant on ..... 19... ;

**3.** That to the best of my knowledge, the applicant has complied with every general law or special Act to which it is subject.

IN WITNESS WHEREOF, I have signed .....

Sworn before me at .....  
 county of ..... Province of .....  
 this ..... day of ..... 19...

(notary, justice of the peace, commissioner for oaths)

## SCHEDULE V

(s. 17)

### RÉGIE DE L'ASSURANCE-DÉPÔTS DU QUÉBEC

#### Declaration to be filed with the Board by each of the signatories to an application for renewal of permit

I, ....., residing at .....  
 .....,  
 in the Province of .....  
 ....., being duly sworn, declare :

**1.** That I am the .....  
 ..... of .....  
 .....

hereinafter referred to as the applicant and I am duly authorized to file, on its behalf, an application for a renewal of permit with the Régie de l'assurance-dépôts du Québec.

**2.** That, to the best of my knowledge, the above mentioned applicant continues to meet the conditions required for obtaining a permit.

IN WITNESS WHEREOF, I have signed .....

Sworn before me at .....

county of ..... Province of .....

this ..... day of ..... 19...

(notary, justice of the peace, commissioner for oaths)

## SCHEDULE VI

(s. 48)

### RÉGIE DE L'ASSURANCE-DÉPÔTS DU QUÉBEC

#### Declaration to be filed with the annual return on operations

I, ....., residing at .....

in the Province of .....  
 ....., being duly sworn, declare :

**1.** That I am the .....  
 ..... of .....  
 ....., hereinafter referred to as the applicant, and I am duly authorized to send to the Board on its behalf the annual return on its operations for the fiscal year ending on .....

**2.** That to the best of my knowledge, such annual return on operations indicates faithfully the financial condition of the applicant.

IN WITNESS WHEREOF, I have signed .....

Sworn before me at .....

county of ..... Province of .....

this ..... day of ..... 19...

(notary, justice of the peace, commissioner of oaths)

## SCHEDULE VII

(s. 25)

### RÉGIE DE L'ASSURANCE-DÉPÔTS DU QUÉBEC

#### Guarantee policy

WHEREAS .....  
 (name of institution)

.....  
 (address of head office)

hereinafter referred to as the registered institution, was incorporated under an Act of Québec and has obtained a permit from the Board under the Deposit Insurance Act (R.S.Q., c. A-26) ;

WHEREAS the Board has authorized the registered institution to apply for a policy of deposit guarantee ;

WHEREAS the registered institution has applied to the Régie de l'assurance-dépôts du Québec for a policy of deposit guarantee ;

The Board, in consideration of a premium and on the conditions stipulated in this policy, hereby guarantee the deposits made outside Québec to the registered institution up to the amount contemplated in section 34 of the Deposit Insurance Act, hereinafter referred to as the Act, and in the regulations of the Board, the whole on the following conditions :

(1) Deposits made outside Québec shall be guaranteed by the policy only in the following provinces.

(2) The registered institution agrees to pay the premiums contemplated by the Act and the regulations and to comply with such Act and regulations in computing such premiums.

(3) This policy is subject of the provisions and conditions of the Act and the regulations and the policy holder undertakes to comply with them.

(4) Unless cancelled or suspended in accordance with the Act and the regulations, this policy may be terminated only upon the conditions and in the manner prescribed in sections 28 and 29 of the Regulation respecting the application of the Deposit Insurance Act (R.R.Q., c. A-26, r.1).

.....  
 (name of institution)

hereby agrees to the terms and conditions of this policy, dated this ..... day of ..... 19...

.....  
 (name of institution)

Per : .....  
(president)

.....  
(secretary)

This policy shall have effect from the . . . . . day of  
 . . . . . 19. . . . .

Régie de l'assurance-dépôts du Québec

Per : . . . . .

## SCHEDULE VIII

(s. 38)

## RÉGIE DE L'ASSURANCE-DÉPÔTS DU QUÉBEC

## Claim to the Board

I, ....., residing at .....  
 .....,  
 in the Province of ..... declare and state:

**1. That I made a deposit of money with . . . . .**  
 . . . . .  
 (name of institution)

at its office in ..... as set forth in the vouchers attached hereto :

**2.** That at the date of maturity of such deposit of money, the said institution failed to pay me, in principal and interest, the sum of ..... which appears in the following statement of account :

**Detailed statement of deposits, instruments and other documents which entitle to guarantee by the Board**

	Amount	
	Principal	Interest
i. Deposits on demand . . . . .	\$ . . . . .	\$ . . . . .
ii. Deposits for a term which may be repayable on demand . . . . .	. . . . .	. . . . .
iii. Other guaranteed deposits for a term respecting which the institution is in default of repay- ment . . . . .	. . . . .	. . . . .
iv. Instrument and other documents (specify, and indicate date on which each was acquired) . . . . .	. . . . .	. . . . .

**Total : . . . . . \$ . . . . . \$**

**3.** That I have not, nor has any person acting on my orders to my knowledge obtained or received payment of such deposit of money ;

WHEREFORE, I claim from the Régie de l'assurance-dépôts du Québec the sum of ..... which represents the amount of such deposit guaranteed under section 33 and 34 of the Deposit Insurance Act (R.S.Q., c. A-26).

Sworn before me at .....

.....  
(signature of claimant)

county of . . . . .

Province of . . . . .

this . . . . . day of  
 . . . . . 19 . . .

(notary, justice of the peace,  
commissioner for oaths)

## SCHEDULE IX

(s. 47)

## RÉGIE DE L'ASSURANCE-DÉPÔTS DU QUÉBEC

## Auditor's report to the Régie de l'assurance-dépôts du Québec

We hereby certify that we have examined the books of

for the fiscal year ending on . . . . . 19...  
and that we have obtained all the information and explanations which we have requested.

In our opinion, the assets, liabilities, income and expenditures declared by the institution in the statements contained in the annual report attached hereto indicate faithfully the financial condition of the institution on ..... 19... and the result of its operations for the fiscal year ending on such date, the whole to the best of the information which we have, according to the explanations given to us and according to that which the books of the institution indicate.

(date)

• • • •  
(name)

(address)

- O.C. 512-70, (1970) 102 O.G., 1299  
O.C. 2375-75, (1975) 107 O.G. II, 3071  
O.C. 3892-77, (1977) 109 O.G. II, 6831  
O.C. 1229-79, (1979) 111 G.O., 5841  
O.C. 117-80, (1980) 112 G.O. II, 499  
O.C. 980-80, (1980) 112 G.O. II, 1649, 1653  
O.C. 2369-81, (1981) 113 G.O. II, 3122



c. A-26, r.2

## Regulation respecting the internal management of the Régie de l'assurance-dépôts du Québec

Deposit Insurance Act  
(R.S.Q., c. A-26, s. 43)

### DIVISION I CORPORATE SEAT

**1.** The Board shall determine, by resolution, the address of its corporate seat. The general secretary shall give notice of such address or of any change of address in the *Gazette officielle du Québec*.

**2. Seal :** The Board, by resolution, shall adopt a seal.

### DIVISION II SITTINGS OF THE BOARD OF DIRECTORS

**3.** The sittings of the board of directors shall take place at the corporate seat of the Board or at any other place in Québec fixed by the notice of convocation.

**4.** The general secretary or, if the latter is unable to act, the chairman or any person that he designates shall convene the sittings of the board of directors.

**5.** The general secretary is required to convene a sitting of the board of directors upon verbal request by the chairman. The general secretary is, moreover, required to convene a sitting of the board of directors upon the written request of at least 3 of its directors and, if he does not accede to such request within 48 hours of receiving it, at least 3 of such directors may themselves convene that sitting.

**6.** A sitting of the board of directors shall be convened at least 3 clear days before the date fixed for the holding of such sitting by means of a written notice sent to each director and to each associate director, at the most recent address entered in the register of addresses of the directors and associate directors of the board of directors of the Board.

**7.** A sitting of the board of directors of the Board may also be convened, by means of a verbal or written notice, by the chairman or the general secretary. In such case, the maximum time limit for convocation shall be 12 hours.

**8.** A director or an associate director who is present at a sitting and who does not object to its being held shall be presumed to have waived the notice of convocation of a sitting of the board of directors and the carrying out of the formalities with regard to such notice. Such waiver may also be made in writing, which includes telegrams, before or after the holding of the sitting.

**9.** The agenda of sittings of the board of directors shall be prepared by the chairman or the general secretary.

**10.** The quorum of a sitting of the board of directors shall be 3 directors, one of whom shall be the chairman or, in case of his inability to act the vice-chairman.

### DIVISION III GENERAL SECRETARY OF THE BOARD

**11.** The board of directors shall designate, from among the employees of the Board, a person to act as general secretary.

**12.** The general secretary, besides the duties that are assigned to him by the General Manager of the Board and the board of directors, shall be secretary *ex officio* of the sittings of the board of directors. In the case of the general secretary's absence or other cause of his inability to act as secretary, the board of directors shall designate another employee of the Board to act in such capacity.

### DIVISION IV DECISIONS OF THE BOARD OF DIRECTORS

**13.** The decisions of the board of directors shall be taken by majority vote of the directors present. Such vote shall be a voice vote.

Voting may also take place by ballot upon the request of a director. A request for a ballot vote may be withdrawn by the person who made the request at any time prior to the start of such ballot vote.

Unless a ballot vote has been so requested, the declaration by the chairman of the sitting that a resolution has been adopted unanimously or by a given majority, or has not been adopted, shall constitute proof *ipso facto*.

**14.** In the case of a tie-vote, the chairman may cast the deciding vote.

**15.** A sitting may be adjourned by resolution to a subsequent time or date and a new convocation shall not then be necessary.

#### **DIVISION V MINUTES**

**16.** The minutes shall comprise a summary of the deliberations of the board of directors as well as the text of the resolutions. They shall be signed by the chairman and by the general secretary. Extracts of minutes may be certified by the general secretary.

#### **DIVISION VI ADMINISTRATIVE PROVISIONS**

**17.** The chairman may designate a person from among the staff of the Board in order to make, in the name of the former, any declaration required by law.

**18.** The chairman or a person designated by him shall alone be authorized to provide the competent authority with the information required concerning the operations of the Board.

**19.** Cheques, bank drafts, promissory notes, acceptances, bills of exchange, orders to pay and other instruments of the same nature may be made out, signed, drawn, accepted, endorsed, as the case may be, by the chairman or, in his absence, by the vice-chairman and by a director of the board of directors or a person designated by the board.

**20.** The Board shall keep such books as are necessary for its administration.

#### **DIVISION VII RECORDS**

**21.** The records of the Board shall be kept and managed by the general secretary. The notices of convocation, the agendas and the minutes of the sittings of the board of directors shall form part of the records of the Board as shall any document tabled at a sitting of its board of directors.

**22.** Documents forming part of the records of the Board shall not be public.

However, the general secretary must, as soon as possible after every sitting, transmit a copy of the minutes to the Minister of Financial Institutions and Cooperatives, to his Deputy Minister, to the Associate Deputy Minister responsible for cooperatives, to the directors and to the associate directors of the Board.

**23.** The general secretary must keep a register indicating the name of the person to whom a copy of a resolution is sent as well as the date of such sending.





c. A-28, r.1

## Regulation respecting the application of the Hospital Insurance Act

Hospital Insurance Act  
(R.S.Q., c. A-28, s. 8)

**1. Definitions :** In this Regulation, the following words and expressions mean :

(a) "recipient" : every person benefiting from the services of a hospital centre ;

(b) "hospital centre" : every hospital centre within the meaning of the Act respecting health services and social services (R.S.Q., c. S-5) which is the object of an agreement ;

(c) "hospital centre for short-duration care" or "hospital centre for prolonged care" : every hospital centre for short-duration care or hospital centre for prolonged care within the meaning of the Regulation respecting the application of the Act respecting health services and social services (c. S-5, r.1) ;

(d) "private hospital centre" : a private hospital centre that has made a contract or agreement with the Minister within the meaning of sections 176 or 177 of the Act respecting health services and social services ;

(e) "private room" : room containing one bed and having an area of not less than 9,25 square metres, intended for the lodging of recipients ;

(f) "semi-private room" : room containing 2 beds and having an area of not less than 14,75 square metres, intended for the lodging of recipients ;

(g) "board of directors" : the board of directors of a hospital centre, constituted in accordance with the Act respecting health services and social services ;

(h) "general manager" : the general manager of a hospital centre, appointed in accordance with sections 104 to 106 of the Act respecting health services and social services ;

(i) "agreement" : an agreement concluded in accordance with section 6 of the Act ;

(j) "federal hospital" : a hospital or hospital centre owned or operated by the Canadian Government ;

(k) "Act" : the Hospital Insurance Act (R.S.Q., c. A-28) ;

(l) "Minister" : the Minister of Social Affairs ;

(m) "resident" : every person who is considered a resident within the meaning of the Regulation respecting the application of the Act respecting health services and social services (c. S-5, r.1) ;

(n) "ward" : all premises intended for accommodating recipients other than a private or semi-private room.

In this Regulation, where the expression "board of directors" is used in connection with a private establishment, it means "proprietor".

**2.** Insured services shall be provided free of charge by a hospital centre to all residing recipients for the period during which such services are medically required.

**3.** With the exception of the contributions required under section 159 of the Act respecting health services and social services, the following shall be insured services when provided on prescription by a physician and, if necessary, under adequate medical supervision :

(a) in the case of recipients admitted to a hospital centre to undergo treatment therein :

i. accommodation and meals at the ward level ;

ii. necessary nursing care ;

iii. diagnostic services for the purpose of maintaining health, preventing disease and assisting in the treatment of any injury, illness or disability, together with the necessary interpretations in the case of laboratory or radiological procedures ;

iv. the furnishing of medications, prostheses and orthopaedic appliances which may be integrated in the human body, the list of which appears in Schedule A, biological products and related preparations provided that, in the professional judgment of a physician, they are required and administered in the hospital centre ;

v. the use of operating rooms, maternity wards and anaesthetic facilities, including the necessary equipment and supplies ;

vi. the furnishing of routine surgical supplies ;

vii. the use of radiotherapy facilities ;

viii. the use of physiotherapy facilities ;

ix. the services rendered by the staff of the hospital centre ;

(b) in the case of recipients benefiting from the services of a hospital centre without lodging therein :

- i. clinical services for psychiatric care provided during the day or at night ;
- ii. electric shock treatment, insulin treatment and behaviour therapy ;
- iii. emergency care ;
- iv. minor surgery care ;
- v. radiotherapy ;
- vi. diagnostic services ;
- vii. physiotherapy, occupational therapy and inhalation therapy services ;
- viii. audiology and speech therapy services ;
- ix. orthoptic services ;
- x. the services or examinations which a resident must undergo in order to obtain employment, which he must undergo during his employment or which are required by an employer or his representative, provided that such examination or service be required by an Act of Québec other than the Act respecting collective agreement decrees (R.S.Q., c. D-2).

**4. Excluded services :** Insured services shall not include the services to which residents are entitled free of charge under one or other of the following Acts :

- (a) Acts of the Parliament of Canada :
  - i. the Government Employees Compensation Act (R.S.C., 1970, c. G-8)
  - ii. the National Defence Act (R.S.C., 1970, c. N-4) ;
  - iii. the Royal Canadian Mounted Police Act (R.S.C., 1970, c. R-9) ;
  - iv. the Pension Act (R.S.C., 1970, c. P-7) ;
  - v. the Merchant Seamen Compensation Act (R.S.C., 1970, c. M-11) ;
  - vi. the Veterans Rehabilitation Act (R.S.C., 1970, c. V-5) ;
  - vii. the Aeronautics Act (R.S.C., 1970, c. A-3) ;
  - viii. the Civilian War Pensions and Allowances Act (R.S.C., 1970, c. C-20) ;
- (b) Acts of the Québec National Assembly :
  - i. the Workmen's Compensation Act (R.S.Q., c. A-3) or any other Act of Québec which requires the pro-

viding of services other than those prescribed in subparagraph x of paragraph b of section 3 ;

(c) other Acts :

- i. any Act enacted by a government other than that of Canada or Québec under whose provisions the resident is entitled to a total or partial refund.

**5.** The admission and discharge of a person in a hospital centre shall be carried out in accordance with the Act respecting health services and social services and the regulations made thereunder.

**6. Report to Minister :** A hospital centre shall, upon request, forward a written report to the Minister on a recipient's condition, stating in particular the reasons and necessity for providing certain services to such person.

Where services that are not medically required are provided, the hospital centre shall charge the cost thereof to the recipient.

**7.** Twenty per cent of the beds in every hospital centre where care is of short duration must be situated in wards.

**8.** All premises intended for lodging recipients in a hospital centre shall be designated by the board of directors as a private room, semi-private room or a ward. The Minister must be notified of every change in designation.

**9.** A hospital centre may require from a residing recipient only the tariff prescribed in this Regulation for the use of a private or semi-private room.

**10. Tariff :** A hospital centre for short-duration care must charge 28 \$ per day for a private room. That tariff is, however, modified as follows :

- (a) for a private room having an area of 9,75 to 11,50 square metres, with telephone, washbasin or toilet that is private or shared with another room : 35 \$ per day ;
- (b) for a room having an area of at least 11,50 square metres, with telephone, toilet and washbasin that is private or shared with another room : 42 \$ per day ;
- (c) for a room having an area of at least 11,50 square metres, with telephone, and full bathroom shared with another room : 49 \$ per day ;

(d) for a room having an area of at least 11,50 square metres, with telephone and full private bathroom : 55,50 \$ per day ;

(e) for a private room with telephone and private bathroom and adjoining sitting room : 69 \$ per day.

A hospital centre for short-duration care must charge a recipient 17 \$ per day for a semi-private room. That tariff is, however, modified as follows :

(a) for a room with 2 of the following items : telephone, washbasin or a toilet that is private or shared with another room : 19,50 \$ per day ;

(b) for a room with telephone, washbasin or toilet that is private or shared with another room : 21,50 \$ per day ;

(c) for a room with telephone and full bathroom : 24 \$ per day.

Where a room lacks a facility enabling it to be classified at a given price, its rate shall be that prescribed for the category immediately below it.

The tariff prescribed by this section must be posted up in each private or semi-private room. However, it does not apply to rooms in prolonged care units of a hospital centre for short-duration care.

**11. Basic facilities :** Private or semi-private rooms in a hospital centre shall be equipped with minimum basic facilities comprising an electric bell system, a table and bedside lamp for each bed, an arm-chair and a wall cupboard or dresser for each occupant.

**12. Additional equipment :** The tariffs prescribed in section 10 do not include rental of a television set or any other additional equipment for which a hospital centre may bill the recipient by adding to the real cost administration fees not exceeding 20%.

**13. Emergency :** Where the condition of a person who has requested admission to a ward necessitates immediate attention and where there are no vacancies in a ward, the hospital centre shall admit this person to a private or semi-private room until such vacancy occurs. In such case, the hospital centre may not claim any amount whatsoever from such person for use of the room.

Where the condition of a person lodging in a ward is such that, in the professional judgment of his attending physician, it is necessary to transfer this person to a private or semi-private room for health reasons or for his own safety or that of others, the hospital centre shall transfer him to such room for the period during which his stay therein is medically necessary. In such case, the hospital

centre may not claim any amount whatsoever from this person for use of the room.

When a person has requested admission to a private or semi-private room, he must pay the tariff prescribed therefor even if his stay in such room, coronary unit or intensive care unit becomes medically necessary.

**14. Services received outside Québec :** Where a resident receives insured services in a hospital centre situated in Canada but outside Québec, the Minister shall reimburse the cost of such services to the resident or, as the case may be, to the hospital centre or public authority responsible therefor, according to the tariff currently in force.

**15.** Where a resident receives insured services in a hospital centre situated outside Canada, the Minister shall, upon presentation of a detailed claim form, reimburse the said resident or hospital centre the cost of such services, provided that :

(a) the services were received or admission made during the 24 hours following an accident ;

(b) the services became necessary due to a sudden illness or emergency ;

(c) the services were authorized prior thereto by the Minister upon written request signed by 2 physicians attesting to the unavailability of sufficiently specialized diagnostic or therapeutic services in Québec. This request must be accompanied by a résumé of the record of the person for which such authorization is requested.

In the cases not provided for in subparagraphs a, b and c of the first paragraph, the Minister shall, upon presentation of a detailed claim form, reimburse a maximum of 75% of the cost of those services to this resident.

**16.** The reimbursements prescribed in sections 14 and 15 are made only with respect to services provided by a recognized establishment accredited as hospital or hospital centre by the competent authorities to which such establishment is responsible ; no reimbursement shall be made for a stay in a nursing home, spa or other similar shelter.

**17. Required report :** The general manager of every hospital centre for prolonged care shall forward to the Minister, on Form A attached hereto, a report on every

person admitted to such centre within 4 days of his discharge or death.

The general manager of every hospital centre for short-duration care shall forward such report to the Minister using one or other of the Forms A or B, as prescribed by the Minister, and attached hereto. However, a hospital centre may submit such report to the Minister on magnetic tape.

**18.** The Minister shall make payments to the Federal hospitals situated in Québec for insured services provided to residents in accordance with the terms and conditions of any agreement concluded to this effect.

**19.** Every private hospital centre shall provide the services listed in paragraph *a* of section 3, with the exception of those stipulated in subparagraphs vii and viii. If it does not have the necessary facilities to provide all the services prescribed in subparagraph iii of paragraph *a* of section 3, it must take measures to ensure that these services are furnished elsewhere, at its own expense, and must assume the transportation costs therefor.

#### **SCHEDULE A**

(s. 3)

#### **PROSTHESES AND ORTHOPAEDIC APPLIANCES WHICH MAY BE INTEGRATED IN THE HUMAN BODY**

##### **A : Prostheses and orthopaedic appliances of the visual system :**

1. Replacement pin of the eyeball.
2. Replacement material for floor of the orbit.
3. Springs for muscles involved in paralyses of the seventh nerve.
4. Rhino-conjunctival tube.
5. Organic, metallic or synthetic implants for the correction of cornea detachment.
6. Replacement oils of the vitreous.
7. Keratoprotheses.
8. Anterior chamber lenses.
9. Cemented lenses.

##### **B : Prostheses and orthopaedic appliances of the auditory system :**

1. Replacement prostheses of the ossicles.
2. Replacement prostheses of the anvil.
3. Replacement prostheses of the malleus.

4. Replacement prostheses of the stirrup bone.
5. Replacement prostheses of the eardrum.
6. Transtympanic prostheses.
7. Transmission electrodes for the inner ear with or without an incorporated receiving set.

##### **C : Prostheses and orthopaedic appliances of the cardiovascular system :**

1. Endocavitary pacemaker.
2. Extracavitary pacemaker electrodes.
3. Carotidian stimulator.
4. Cardiac and aortic valves.
5. Vascular building material.
6. Vascular replacement material.

##### **D : Prostheses and orthopaedic appliances of the respiratory system :**

1. For reconstruction :
  - (a) of the nose ;
  - (b) of the larynx ;
  - (c) of the pharynx ;
  - (d) of the naso frontal duct ;
  - (e) of the trachea.
2. For filling in collapse therapy.

##### **E : Prostheses and orthopaedic appliances of the digestive system :**

1. Replacement material for excretory ducts.

##### **F : Prostheses and orthopaedic appliances of the urogenital system :**

1. Replacement pin for testicle.
2. Penal-ortho-prostheses.

##### **G : Mammary prostheses and orthopaedic appliances :**

1. Of mammary reconstruction.

##### **H : Prostheses and orthopaedic appliances of the skeletal system :**

1. Glenohumeral prostheses.
2. Cephalic humeral prostheses.
3. Trochlear prostheses.

4. Humero-cubital prostheses.
5. Humero-cubito-radial prostheses.
6. Cephalic radial prostheses.
7. Cubito-radio-carpal prostheses.
8. Carpal prostheses.
9. Metacarpal prostheses.
10. Metacarpophalangeal prostheses.
11. Phalangeal prostheses.
12. Interphalangeal prostheses.
13. Acetabular prostheses.
14. Acetabulo-femoral prostheses.
15. Partial or complete distal femoral prostheses.
16. Femoro-tibio-peroneal prostheses.
17. Peroneo-astragalar tibio prostheses.
18. Astragalo-metatarsal prostheses.
19. Metatarso-tarsal prostheses.
20. Tarso-tarsal prostheses.
21. Intertarsal prostheses.
22. Anterior vertebral retention prostheses.
23. Posterior vertebral retention prostheses.
24. Mandibular prostheses.

25. Maxillary reconstruction prostheses.
26. Skull table prostheses.
27. Trepanation fasteners.
28. Replacement material for facial surface.

**I : Prostheses of the nervous system :**

1. Decompression valves for hydrocephalus.
2. Building tubes for encephalo rhachidian septum.
3. Building tubes for rhachidian septum.
4. Neuro-stimulator electrodes.
5. Anastomosis coatings.

**J : Prostheses and orthopaedic appliances of various uses :**

1. Traction or holding support nails.
2. Traction or holding support screws.
3. Traction or holding support wires.
4. Retention lattices.
5. Retention plates.
6. Holding plates.
7. Osseous cements.

**FORM A**  
 (s. 17)

1	<b>Gouvernement du Québec</b> <b>Ministère des Affaires sociales</b> <b>(Assurance-Hospitalisation)</b>	Enregistrement 1 Correction 2 Annulation 3	Code établissement	Type	Année	N° d'admission															
2		Établissement	N° dossier médical																		
3	AH-101 Rev. 78	N° chambre																			
4	<table style="width: 100%;"> <tr> <td style="width: 20%;">Admission antérieure</td> <td style="width: 20%;">Date de pré-admission</td> <td style="width: 20%;">Consent</td> <td style="width: 20%;">Urgent</td> <td style="width: 20%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>oui <input type="checkbox"/> non <input type="checkbox"/></td> <td>A. M. J.</td> <td>oui: 0 non: 1</td> <td>- 1 Semi-urg. - 2 Électif - 3</td> <td></td> <td></td> </tr> </table>						Admission antérieure	Date de pré-admission	Consent	Urgent			oui <input type="checkbox"/> non <input type="checkbox"/>	A. M. J.	oui: 0 non: 1	- 1 Semi-urg. - 2 Électif - 3					
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oui <input type="checkbox"/> non <input type="checkbox"/>	A. M. J.	oui: 0 non: 1	- 1 Semi-urg. - 2 Électif - 3																		
5	Nom du bénéficiaire <span style="float: right;">Prénom</span>																				
6	Adresse du bénéficiaire <span style="float: right;">Rue</span> <span style="float: right;">Municipalité</span> <span style="float: right;">Comé</span> <span style="float: right;">Code postal</span> <span style="float: right;">Code municipal</span>																				
7	Adresse antérieure (en cas de changement d'adresse dans les trois derniers mois) <span style="float: right;">Date du changement</span> <span style="float: right;">Âge</span> A. M. J.																				
8	<table style="width: 100%;"> <tr> <td>Téléphone</td> <td>Nationalité</td> <td>Statut</td> <td>Depuis quand?</td> <td>Religion</td> <td>Baptisé</td> <td>Lieu de naissance</td> <td rowspan="2">Catégorie du bénéficiaire</td> </tr> <tr> <td colspan="7"></td> </tr> </table>						Téléphone	Nationalité	Statut	Depuis quand?	Religion	Baptisé	Lieu de naissance	Catégorie du bénéficiaire							
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9	<table style="width: 100%;"> <tr> <td style="width: 20%;">En cas d'urgence avoir domicile</td> <td style="width: 20%;">Oui <input type="checkbox"/> Non <input type="checkbox"/></td> <td style="width: 20%;">Nom</td> <td style="width: 20%;">Adresse</td> <td style="width: 20%;">Téléphone</td> <td style="width: 20%;">Lien de parenté</td> </tr> </table>						En cas d'urgence avoir domicile	Oui <input type="checkbox"/> Non <input type="checkbox"/>	Nom	Adresse	Téléphone	Lien de parenté									
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10	<table style="width: 100%;"> <tr> <td style="width: 20%;">Employeur</td> <td style="width: 20%;">Adresse</td> <td style="width: 20%;">Téléphone</td> <td style="width: 20%;">Profession du bénéficiaire</td> <td colspan="2"></td> </tr> </table>						Employeur	Adresse	Téléphone	Profession du bénéficiaire											
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14	<table style="width: 100%;"> <tr> <td style="width: 40%;">Médecin recommandant</td> <td style="width: 20%;">Adresse</td> <td style="width: 10%;">Logement</td> <td style="width: 10%;">Salle</td> <td style="width: 10%;">Semi-privé</td> <td style="width: 10%;">privé</td> </tr> </table>						Médecin recommandant	Adresse	Logement	Salle	Semi-privé	privé									
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16	<table style="width: 100%;"> <tr> <td style="width: 40%;"></td> <td style="width: 20%;">Date d'admission</td> <td style="width: 10%;">Heure</td> <td style="width: 10%;">Responsabilité</td> <td style="width: 10%;">du paiement</td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td>A. M. J.</td> <td>00:24</td> <td></td> <td></td> <td></td> </tr> </table>							Date d'admission	Heure	Responsabilité	du paiement			A. M. J.	00:24						
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17	<table style="width: 100%;"> <tr> <td style="width: 40%;">Provenance du bénéficiaire</td> <td style="width: 10%;">Type</td> <td style="width: 10%;">Code établissement</td> <td style="width: 10%;">Accident</td> <td style="width: 10%;">Code</td> <td style="width: 10%;">Autorisation de sortie</td> </tr> <tr> <td></td> <td>A. M. J.</td> <td></td> <td></td> <td></td> <td>A. M. J.</td> </tr> </table>						Provenance du bénéficiaire	Type	Code établissement	Accident	Code	Autorisation de sortie		A. M. J.				A. M. J.			
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	A. M. J.				A. M. J.																
18	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><small>J'ai demandé pour moi-même, ou le bénéficiaire ci-dessus nommé, les avantages de la Loi sur l'assurance-hospitalisation (L. R. Q., c. A-28). J'accepte de payer le supplément journalier de \$ pour une chambre privée ou semi-privée de soins de courte durée, ou le montant déterminé en vertu de cette Loi et de ses règlements pour une salle, chambre privée ou semi-privée de soins prolongés. J'autorise l'établissement ainsi que le ou les médecins traitants ou consultants à fournir au ministère des Affaires sociales les renseignements nécessaires sur la présente hospitalisation, et à la Régie de l'assurance-maladie du Québec; les renseignements nécessaires pour exercer les recours prévus aux articles 10 de la Loi sur l'assurance-hospitalisation et 151 de la Loi sur les services de santé et les services sociaux (L. R. Q., c. S-5). J'assume l'entière responsabilité financière de l'hospitalisation à compter de la date du congé autorisé par le médecin traitant.</small></p> <p><small>I request the benefits of the Quebec Hospital Insurance Act (R. S. Q., c. A-28) for myself, or the above named recipient. I agree to pay the daily additional rate of \$ for a private or semi-private room for short term care or to assume the cost, as determined by the same Act and the accompanying regulations, for standard ward accommodations or a private or semi-private room for prolonged care. I authorize the establishment as well as the attending or consulting physician(s) to furnish both the Ministère des Affaires sociales with all the necessary information pertinent to this hospitalization, and the Régie de l'assurance-maladie du Québec with the information required to permit recourse to the provisions under section 10 of the Hospital Insurance Act, and section 151 of the Act respecting Health Services and Social Services. I assume full financial responsibility for hospitalization subsequent to the date of discharge authorized by the attending physician.</small></p> </div> <div style="width: 50%;"> <table style="width: 100%;"> <tr> <td style="width: 50%;">           1 Durée du séjour            Pouponnière            Salle            Semi-privé            Privé            Total         </td> <td style="width: 50%;">           2a Prix de journée            \$            2b Jours de congé temporaires            \$         </td> </tr> </table> </div> </div>						1 Durée du séjour Pouponnière Salle Semi-privé Privé Total	2a Prix de journée \$ 2b Jours de congé temporaires \$													
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20	<table style="width: 100%;"> <tr> <td style="width: 40%;">           Diagnostic (voir directives)  <input type="text"/> </td> <td style="width: 60%;">           3b Jours gratuits            Nbre de jours <input type="text"/>            Nécessité médicale <input type="text"/> \$         </td> </tr> </table>						Diagnostic (voir directives) <input type="text"/>	3b Jours gratuits Nbre de jours <input type="text"/> Nécessité médicale <input type="text"/> \$													
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21	<table style="width: 100%;"> <tr> <td style="width: 40%;">           Autre diagnostic ou complication  <input type="text"/> </td> <td style="width: 60%;">           4 Frais de séjour            Responsabilité du M.A.S. <input type="text"/> \$            du bénéficiaire <input type="text"/> \$            d'un autre organisme <input type="text"/> \$            autres frais <input type="text"/> \$            Total \$         </td> </tr> </table>						Autre diagnostic ou complication <input type="text"/>	4 Frais de séjour Responsabilité du M.A.S. <input type="text"/> \$ du bénéficiaire <input type="text"/> \$ d'un autre organisme <input type="text"/> \$ autres frais <input type="text"/> \$ Total \$													
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23	<table style="width: 100%;"> <tr> <td style="width: 40%;">           Date <input type="text"/>            A. M. J.         </td> <td style="width: 60%;">           6 Renseignements supplémentaires            Anesthésie <input type="text"/> médical <input type="text"/> chir. <input type="text"/> Traitement <input type="text"/> physio. <input type="text"/> radioth. <input type="text"/> autre <input type="text"/> Jrs pré-op <input type="text"/> </td> </tr> </table>						Date <input type="text"/> A. M. J.	6 Renseignements supplémentaires Anesthésie <input type="text"/> médical <input type="text"/> chir. <input type="text"/> Traitement <input type="text"/> physio. <input type="text"/> radioth. <input type="text"/> autre <input type="text"/> Jrs pré-op <input type="text"/>													
Date <input type="text"/> A. M. J.	6 Renseignements supplémentaires Anesthésie <input type="text"/> médical <input type="text"/> chir. <input type="text"/> Traitement <input type="text"/> physio. <input type="text"/> radioth. <input type="text"/> autre <input type="text"/> Jrs pré-op <input type="text"/>																				
24	<table style="width: 100%;"> <tr> <td style="width: 40%;">           Renseignements supplémentaires  <input type="text"/> </td> <td style="width: 60%;">           Destination du bénéficiaire <input type="text"/> Type <input type="text"/> Code d'établissement <input type="text"/> Décode <input type="text"/> </td> </tr> </table>						Renseignements supplémentaires <input type="text"/>	Destination du bénéficiaire <input type="text"/> Type <input type="text"/> Code d'établissement <input type="text"/> Décode <input type="text"/>													
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25	Je certifie que le bénéficiaire a reçu les services indiqués Signature de la personne autorisée <input type="text"/>																				

1 DOSSIER MÉDICAL

LA LOI PRÉVOIT DES PEINES EN CAS DE FAUSSE DÉCLARATION OU DE REFUS DE REMPLIR CETTE DEMANDE

**FORM B**  
 (s. 17)

 Gouvernement du Québec  
 Ministère des Affaires sociales  
**Assurance-hospitalisation**
**MED-ÉCHO**  
**ABRÉGÉ ADMISSION/SORTIE**
PÉRIODE: ☐ ☐

Enregistrement		Correction		Annulation		N° d'admission		N° dossier médical	
1		2		3					
1 Nom de l'établissement		Code		Type		Type d'admission		N° d'assurance-maladie	
2 Nom du bénéficiaire		Prénom du bénéficiaire						Prénom et nom à la naissance	
3 Adresse actuelle du bénéficiaire (N°, Rue, app.)		N° de téléphone		Natio- nalité		Religion		Etat civil	
4 Municipalité		Comté		Province		Code postal		Code municipal	
5 Adresse antérieure (en cas de changement d'adresse dans les trois derniers mois)		Date du changement		Admission antérieure		Nb.		Age	
6 M.D. ou D.D.S. recommandant		Adresse		Code		Prénom du père		Nom de fille de la mère	
7 Nom de l'employeur		Adresse		Téléphone		Occupation du bénéficiaire		Code d'occupation	
8 Nom de la compagnie d'assurance		N° de certificat		N° de contrat		N° de groupe		En cas d'urgence, avertir	
9 Logement requis		Privé		Semi-privé		Salle		N° de chambre	
								Per diem	
10 N° de permis d'ambulance		N° de voiture patrouille		Date d'accident		Heure		Code d'accident	
				An		Mois		Jour	
11 Date d'admission		Heure		Médecin ou dentiste traitant		Code du médecin		Diagnostic d'admission	
An		Mois		Jour		0-24		E	
12 Service		Code du médecin		Nbre de jours		Diagnostic final		14 Consultation	
1)								15 Traitement	
2)								Nb	
3)								Pi	
4)								Code du médecin	
13 Diagnostic		Diagnostic		Diagnostic				Date trait	
								Mois	
								Jour	
								Code d'anesthésiste	
								Tech.	
								A.P.	
16 TUMEUR		Topo		Morpho		D		Topo	
				M				Morpho	
17 Cure fermée		Curatelle		N° curatelle		Ordonnance de cour		Accident	
								E	
18 Décès		Type		Autopsie		Mortinascence		Masse à la naissance (Kg)	
		- 48				Nombre		Durée de la gestation (Semaines)	
		+ 48				Autopsie		N° de dossier de la mère	
19 Date du congé		Date de sortie		Heure		Jours de congé		Séjour total	
An		Mois		Jour		0-24		Destination du bénéficiaire	
								Type	
								Code d'établissement	
20 Renseignements supplémentaires									
NE RIEN INSCRIRE DANS CET ESPACE									
21 Je demande pour moi-même, ou le bénéficiaire ci-dessus nommé, les avantages de la Loi sur l'assurance-hospitalisation (L.R.Q., c. A-28). J'accepte de payer le supplément journalier de \$ pour une chambre privée ou semi-privée de soins de courte durée, ou le montant déterminé en vertu de cette Loi et de ses règlements pour une salle, chambre privée ou semi-privée de soins prolongés. J'autorise l'établissement ainsi que le ou les médecins traitants ou consultants à fournir au ministre des Affaires sociales les renseignements nécessaires sur la présente hospitalisation, et à la Régie de l'assurance-maladie du Québec, les renseignements nécessaires pour exercer les recours prévus aux articles 10 de la Loi sur l'assurance-hospitalisation et 151 de la Loi sur les services de santé et les services sociaux (L.R.Q., c. S-6). J'assume l'entière responsabilité financière de l'hospitalisation à compter de la date du congé autorisé par le médecin traitant.									
I request the benefits of the Quebec Hospital Insurance Act (R.S.Q. c. A-28) for myself, or the above named recipient. I agree to pay the daily additional rate of \$ for a private or semi-private room for short term care or to assume the cost, as determined by the same Act and the accompanying regulations, for standard ward accommodations or a private or semi-private room for prolonged care. I authorize the establishment as well as the attending or consulting physician(s) to furnish both the Ministère des Affaires sociales with all the necessary information pertinent to this hospitalization, and the Régie de l'assurance-maladie du Québec with the information required to permit recourse to the provisions under section 10 of the Hospital Insurance Act, and section 151 of the Act respecting Health Services and Social Services. I assume full financial responsibility for hospitalization subsequent to the date of discharge authorized by the attending physician.									
Signature du bénéficiaire ou garant									
Témoin									

LA LOI PRÉVOIT DES PENES EN CAS DE FAUSSE DÉCLARATION OU DE REFUS DE REMPLIR CETTE DEMANDE

O.C. 1291-73, (1973) 105 O.G.II, 1313  
O.C. 1085-74, (1974) 106 O.G.II, 1543  
O.C. 2067-74, (1974) 106 O.G.II, 3089  
O.C. 4286-74, (1974) 106 O.G.II, 5139  
O.C. 4748-74, (1974) 106 O.G.II, 5403  
O.C. 2559-75, (1975) 107 O.G.II, 3269  
O.C. 5402-75, (1975) 107 O.G.II, 6313  
O.C. 3981-76, (1976) 108 O.G.II, 7103  
O.C. 1004-77, (1977) 109 O.G.II, 1479  
O.C. 1966-78, (1978) 110 G.O., 2683  
O.C. 1218-79, (1979) 111 G.O., 5533  
O.C. 2783-79, (1979) 111 G.O., 6771  
O.C. 1753-80, (1980) 112 G.O.II, 2517  
O.C. 2646-80, (1980) 112 G.O.II, 4113  
O.C. 1653-81, (1981) 113 G.O.II, 2495  
O.C. 2031-81, (1981) 113 G.O.II, 2807 and 3387





c. A-29, r.1

## Regulation respecting the application of the Health Insurance Act

Health Insurance Act  
(R.S.Q., c. A-29, s. 69)

### DIVISION I INTRODUCTION

**1.** In this Regulation, the following expressions mean or designate :

(a) “Act” : the Health Insurance Act (R.S.Q., c. A-29) ;

(b) “Board” : the Régie de l’assurance-maladie du Québec established by the Act respecting the Régie de l’assurance-maladie du Québec (R.S.Q., c. R-5) ;

(c) “resident of Québec” : any person declared to be such under sections 5 to 8 of the Act and Division II of the Regulation ;

(d) “professional in the field of health” or “professional” : any physician, dental surgeon, optometrist or pharmacist legally authorized to provide insured services ;

(e) “dependent person” : a consort of, or any single person under 18 years of age who lives permanently with a person contemplated in sections 5 to 8 of the Act and Division II of the Regulation ;

(f) “agreement” : any agreement concluded between the Minister of Social Affairs and a body representing any class of health professionals for the purposes of carrying out the Act ;

(g) “permanent resident” : a permanent resident in the meaning of the Immigration Act, 1976 (S.C., 1976-77, c. 52) ;

(h) “repatriated Canadian” : an indigent Canadian citizen who is brought back to Canada from a foreign country at the expense of the State, after he has ceased to be eligible for the health insurance plan coverage in his province of origin ;

(i) “Canadian returning to the country” : a Canadian citizen who takes up residence in Canada again after he has ceased to be eligible for the health insurance plan coverage in his province of origin ;

(j) “permanent resident returning to the country” : a permanent resident who takes up residence in Canada

again after he has ceased to be eligible for the health insurance plan coverage in his province of origin ;

(k) “province of origin” : the last province in which such person is eligible for the health insurance plan coverage ;

(l) “establishment” : an establishment as defined in the Act respecting health services and social services (R.S.Q., c. S-5) ;

(m) “laboratory” : a laboratory as defined in the Public Health Protection Act (R.S.Q., c. P-35) ;

(n) “visually handicapped person” : a person residing in Québec who, after correction by means of appropriate optical lenses excluding special optical systems and additions of over +4 dioptres, has a visual acuity in each eye of not more than 6/21 or whose field of vision in each eye is under 60° within meridians 180° and 90° and who, in either case, is unable to read, write or ambulate in an unfamiliar environment ;

(o) “recognized establishment” : an establishment which has concluded an agreement in accordance with section 23 of the Act respecting the Régie de l’assurance maladie du Québec ;

(p) “visual aids” : prostheses and orthopedic or other devices intended for a visually handicapped person ;

(q) “person with a hearing handicap” :

i. any beneficiary with a hearing loss in one ear measured by air conduction, in accordance with American National Standard S3.6 – 1969 of the American National Standards Institute, at not less than 25 decibels, within the frequency range of either 500, 1 000, 2 000 or 3 000 Hz ; and :

(A) born after 22 August 1961 ; or

(B) not referred to in subparagraph A, who is less than 36 years of age, provided he is enrolled in and attends a school or educational institution where he receives post-secondary or adult education ;

ii. any beneficiary not referred to in subparagraph i, who is less than 36 years of age and whose ear with the greatest hearing capacity has a hearing loss measured by air conduction, in accordance with Standard S3.6 – 1969 of the American National Standards Institute, at not less than 35 decibels, within the frequency range of either 500, 1 000 or 2 000 Hz. ; or

iii. any beneficiary referred to in subparagraph i or ii has reached the age of 36 and for whom the Régie has already assumed the cost of purchase, fitting, replacement or repair of a hearing aid considered an insured service ;

(r) “insured services” : the services referred to in subparagraph a of the first paragraph of section 1 of the Act ;

(s) “beneficiary” : the beneficiary referred to in subparagraph g.1 of the first paragraph of section 1 of the Act ;

(t) “professional in the field of health subject to the application of an agreement” : the professional referred to in subparagraph c of the first paragraph of section 1 of the Act ;

(u) “hospital centre” : a hospital centre as defined in the Act respecting health services and social services ;

(v) “list of medications” : the list of medications, provided for in section 4 of the Act.

## **DIVISION II BENEFICIARIES**

**2.** The following persons who are residents of Québec and each of their dependents, unless they take up residence outside Québec, shall retain their status of resident of Québec :

(a) the person staying outside Québec as a student registered in a teaching establishment in or outside Québec and pursuing a study programme outside Québec ;

(b) the person staying outside Québec as a fulltime trainee and without remuneration, in a university, an institution affiliated to a university, research institute or a government or international body ;

(c) the civil servant employed by the Gouvernement du Québec in service outside Québec ;

(d) the person who stays outside Québec for less than 12 consecutive months, while his family resides or maintains a dwelling therein, in order to seek or accept temporary employment or to execute a contract in another province or country and who returns to Québec at least once a year or who informs the Board of his inability to comply with this requirement ;

(e) the person who is employed by a non-profit organization which has its head office in Canada and who works abroad within the framework of an international aid or cooperation programme recognized by the Minister of Social Affairs.

**3.** A person who is :

(a) a permanent resident ;

(b) a repatriated Canadian ;

(c) a Canadian returning to the country ;

(d) a permanent resident returning to the country ;

(e) a Canadian citizen or his consort who takes up residence in Canada for the first time ;

(f) a member of the Canadian Forces or of the Royal Canadian Mounted Police who has not acquired the status of resident of Québec ;

(g) a prisoner who has not acquired the status of resident of Québec upon his confinement in Québec ;

and who has revealed his intention of taking up residence in Québec, and also each of his dependents, shall be deemed upon his arrival, discharge or liberation, as the case may be, to be a resident of Québec.

**4.** A foreign national and also each of his dependents shall be deemed to be a resident of Québec :

(a) if he stays in Québec pursuant to an exchange programme approved by the Gouvernement du Québec and a foreign government, following upon an agreement between the Minister of Social Affairs and the Minister of Intergovernmental Affairs ; or

(b) if he holds a certificate of acceptance issued by the Minister of Cultural Communities and Immigration to a foreign national seeking temporary admission to Québec to work.

A minor foreign national staying in Québec whom a resident of Québec intends to adopt and may adopt, pursuant to the Adoption Act (R.S.Q., c. A-7), is deemed to be a resident of Québec.

**5.** A person who resides in Québec shall no longer be deemed a resident of Québec should any one of the following conditions be met :

(a) where he leaves Québec to take up residence in another province, with effect from the first day of the third month following the month of arrival in that other province ;

(b) if he maintains residence outside Québec, unless he proves he resides in Québec and customarily stays in Québec at least 183 days annually ;

(c) where he resides outside Québec for more than 12 months, with effect from the last day of the twelfth month following the date of his departure from Québec ;

(d) where a person who resides outside Québec takes up residence outside Québec prior to the expiry of a period of 12 months following the date of his departure from Québec.

**6.** The following persons are not residents of Québec :

(a) a student from a country other than Canada ;

(b) a student from another province unless he takes up residence in Québec ;

(c) a foreign national in the service of a government other than that of Canada or Québec or in the service of a body under the jurisdiction of a government other than that of Canada or Québec and recognized by the Minister of Social Affairs, unless such national works in Québec and has made an agreement with the Minister of Social Affairs.

**7.** Every child who is born in Québec or outside Québec shall be deemed to be a resident of Québec where his mother is a resident of Québec.

### **DIVISION III REGISTRATION**

**8.** Every resident of Québec who does not comply with the definition of a dependent person must register with the Board. Such person must also register every person dependent upon him.

**9.** A wife may validly register her consort and any person dependent upon her or upon him if, by reason of absence, mental or physical disability or other reasons, the consort cannot do so.

**10.** The Board may register any resident of Québec when such resident refuses, neglects or fails to perform the obligation to register himself. No registration so effected shall have the effect of relieving such a resident from his obligation.

**11.** Every person, institution or body must register with the Board any resident of Québec entrusted to his or its care or custody when by reason of mental or physical infirmity or for other reasons such resident cannot do so himself.

**12.** Every resident of Québec must advise the Board within 3 months of any change in his civil status.

**13.** Every resident of Québec must register with the Board any person who becomes dependent upon him, within 3 months of such contingency.

**14.** Every person who is found to carry out any of the obligations respecting registration and who knowingly refuses, neglects or fails to act accordingly commits an offence within the meaning of section 76 of the Act.

### **DIVISION IV HEALTH INSURANCE CARD**

**15.** The Board shall issue a health insurance card to every resident of Québec who is registered with the Board, in accordance with the Act and the Regulation.

**16.** A professional in the field of health subject to the application of an agreement is entitled to be remunerated by the Board for the insured services he has personally furnished to a beneficiary in the case where the latter has not presented his health insurance card or his claim booklet, if the beneficiary is lodged in an establishment where prolonged treatment services are given.

**17.** No holder of a health insurance card shall, under pain of the penalties provided for by law, lend, transfer, sell or otherwise alienate such card.

**18.** Every professional who furnishes insured services upon presentation of a health insurance card shall be deemed to act in good faith for the purposes of section 3 of the Act.

**19.** The health insurance card must be returned to the Board within 3 months, when the holder :

(a) no longer is a resident of Québec within the meaning of the Act and the Regulation ;

(b) dies ;

(c) undergoes a change of civil status.

**20.** Every person who loses his health insurance card must forthwith inform the Board of such loss.

**21.** Every health insurance card which has been lost, destroyed or rendered useless must be replaced by the Board, provided written application therefor has been made to it.

## **DIVISION V**

### **SERVICES NOT CONSIDERED INSURED**

**22.** The services mentioned under this Division shall not be considered as insured services for the purposes of the Act :

(a) every examination or service which is not related to a process of cure or prevention of illness ; examinations or services for the following purposes shall in particular be considered as such :

- i. issue or renewal of an insurance policy ;
- ii. employment, or examinations during employment, or when such an examination or service is required by an employer or his representative unless such an examination or service is required by an Act of Québec other than the Act respecting collective agreement decrees (R.S.Q., c. D-2) ;
- iii. passports, visas or other similar purposes ;
- (b) psychoanalysis in every form, unless such service is rendered in an institution authorized for such purpose by the Minister of Social Affairs ;
- (c) any service provided purely for esthetic purposes ;
- (d) any consultation by telecommunication or by correspondence ;
- (e) any service rendered by a professional to his consort or his children ;
- (f) any examination, expert appraisal, testimony, report, certificate or other formalities when required for the purposes of justice or by a person other than the person who has received an insured service.

However, the examinations required under the following Acts shall be considered insured services :

- i. Mental Patients Protection Act (R.S.Q., c. P-41) ;
- ii. Public Curatorship Act (R.S.Q., c. C-80) ;
- iii. An Act respecting the Québec Pension Plan (R.S.Q., c. R-9) ;
- iv. Social Aid Act (R.S.Q., c. A-16) .

Proof of death shall also be considered an insured service ;

(g) any visit made for the sole purpose of obtaining the renewal of a prescription ;

(h) any examination, vaccination, immunization or injection given :

i. to a group of persons, unless the professional from whom such service is required has previously obtained the written authorization of the Board ;

ii. for schooling purposes at all levels, for purposes of summer or other camps, and for purposes of any association or body ;

(i) any service rendered by a professional on the basis of an agreement or contract with an employer, an association or a body for the purposes of providing insured services to its or his employees or to their members ;

(j) among the services contemplated in subparagraph c of the first paragraph of section 3 of the Act, the following services shall not be considered insured services if they are rendered more than once during each 12 month period by a professional in the field of health :

- i. complete eyesight examination ;
- ii. extensive study of colour vision ;
- (k) any adjustment of spectacles or contact lenses ;
- (l) any surgical extraction of a tooth performed by a physician, unless such service be performed in a hospital and meets one or the other of the following criteria :

Criterion A : A disorder of pathological or traumatic origin requires immediate dental surgery.

Criterion B : Care was provided to an inpatient and completes the treatment of the condition which required the patient's hospitalization.

Criterion C : Care provided was required to be dispensed in a hospital, either as a result of the patient's general condition or by the very nature of the care provided ;

- (m) all procedures of acupuncture ;
- (n) the injections of sclerotal substances into the telangiectases, the arteriovenous vessels and the varicosities of the lower limbs ;
- (o) i. thermography ;
- ii. mammography for detection purposes ;
- (p) the use of radionuclids *in vivo* in a human ;
- (q) ultrasonography.

**DIVISION VI**  
**HOSPITAL OUTSIDE QUÉBEC**

**23.** For the purposes of subparagraph *b* of the first paragraph of section 3 of the Act a hospital outside Québec is :

- (a) any hospital possessed or operated by the Government of Canada or of another province, or by the government of a country other than Canada ;
- (b) a hospital legally authorized by the competent authority of another province, of Canada or of a country other than Canada.

**DIVISION VII**  
**RULES GOVERNING NOTICE BY A PROFESSIONAL WITHDRAWN OR BY A NON-PARTICIPATING PROFESSIONAL**

**24.** The Board must publish, each month, in the *Gazette officielle du Québec*, a list, compiled on a regional basis, of the names and business addresses of professionals who intend practising their profession outside the scope of the plan as professionals withdrawn or as non-participating professionals or who have ceased to practise in this capacity, as well as the date on which their withdrawal or non-participation becomes effective or ceases to become effective.

**25.** Any professional who has withdrawn must, except in cases of emergency determined by the Act and the regulations, notify in writing any person who resides in Québec that if such person has recourse to his services, he or she must claim the cost of these services directly from the Board.

This notice must be signed by the professional, bear the date of issuance, be drawn up in the manner prescribed hereafter and be delivered by hand in advance by the professional to any person residing in Québec and who has recourse to his services :

**NOTICE OF WITHDRAWAL**

**To beneficiaries of the health insurance plan**

This is to notify you that I am a professional who has withdrawn from the health insurance plan.

If you avail yourself of my professional services, you must send the statement of fees that I must complete and return to you to the Board. When the Board has paid you after you have submitted the statement of fees and the information prescribed in the Act, you must pay the cost of the insured services I have furnished directly to me.

The cost that I will claim for these insured services will be in accordance with the tariff payable by the Régie de l'assurance-maladie du Québec.

You have been given this Notice in accordance with the Health Insurance Act (R.S.Q., c. A-29) and its regulations.

.....  
(date)

.....  
(signature of professional who has withdrawn)

**26.** Any professional who practises his profession outside the scope of the plan as a non-participating professional must, except in cases of emergency determined by the Act and the regulations, notify in writing any person who resides in Québec that such person must assume the total cost of the services he or she intends to request from him.

This notice must be signed by the professional, bear the date of issuance, be drawn up in the manner prescribed hereafter and be delivered by hand in advance by the professional to any person residing in Québec who has recourse to his services :

**NOTICE OF NON-PARTICIPATION**

**To beneficiaries of the health insurance plan**

I notify you that I am a professional non-participating in the Health Insurance Plan. As such, I may not claim payment of my fees from the Régie de l'assurance-maladie du Québec.

If you have recourse to my professional services, you must therefore pay me directly the cost of insured services I will dispense to you.

You may neither demand nor obtain from the Régie de l'assurance-maladie du Québec the reimbursement of the cost of insured services which you will have paid to me.

This notice is given to you in accordance with the Health Insurance Act (R.S.Q., c. A-29) and the regulations.

..... (date) ..... (name of non-participating professional)

**DIVISION VIII**  
**STANDARDS RESPECTING EMERGENCIES**

**27.** An emergency case within the meaning of this Act and the regulations is any pathological condition which, in the opinion of a professional in the field of health, should require the immediate provision of insured services.

**DIVISION IX****NOTICE OF WITHDRAWAL, OF RE-  
ENGAGEMENT OR OF NON-PARTICIPATION**

**28.** Failing provisions in an agreement, every professional subject to the application of an agreement who wishes to become a professional withdrawn or a non-participating professional, every professional withdrawn who wishes to become a professional subject to the application of an agreement or a non-participating professional and every non-participating professional who wishes to become a professional subject to the application of an agreement or a professional withdrawn must transmit to the Board, by registered or certified mail, a notice of withdrawal, of re-engagement or of non-participation according to the form and tenor of Form I.

**29.** The re-engagement becomes effective on the eighth day following the date on which the notice is mailed. The withdrawal and the non-participation become effective on the thirtieth day following the date on which the notice is mailed.

**30.** The Board sends without delay copy of every notice to the representative body that concluded an agreement and of which the professional who gives notice is a member.

**DIVISION X****ORAL SURGERY SERVICES CONSIDERED AS  
INSURED SERVICES**

**31.** The oral surgery services mentioned hereinafter shall be considered as insured services for the purposes of subparagraph *b* of the first paragraph of section 3 of the Act :

**Diagnosis :**

- Complete examination
- Partial examination or emergency examination
- Consultation

**Radiography :****Intra-oral radiography**

- periapical pellicle
- bite-wing pellicle
- occlusal pellicle

**Extra-oral radiography**

- panoramic pellicle

Injection of contrast substance

**Anaesthesia :**

- Local or regional

**Surgery :****Extraction of tooth**

- simple extraction of a tooth
- complex extraction of tooth (including the excision of the adamantin or follicular sac)
- extraction of a tooth whose occlusal surface is completely covered by mucous tissue
- extraction of a tooth previously requiring an excision of the bone tissue and thereafter stitch(es) (tooth broken inside the bone, tooth whose occlusal surface is partially covered by the bone, with the exception of the following cases)
- extraction of a tooth whose occlusal surface is covered by bone tissue
  - completely covered
  - partially covered

**Excision of root**

- simple excision of dental root (one or several roots of a same tooth)
- complex excision of dental root previously requiring an excision of bone tissue and thereafter stitch(es) (one or several roots of a same tooth)

**Excision of a foreign matter from oral cavity or maxilla (with the exception of the excision of splint)**

**Extraction of a tooth, excision of dental fragments or foreign body by anthrostomy**

**Surgical exposure for orthodontic purposes of a tooth whose crown is completely or partially covered by bone tissue**

**Incision and drainage of abscess**

- intra-oral incision of abscess at the alveolar or palatin level with or without drainage
- intra-oral incision of abscess located in a major anatomical space and insertion of drainage
- extra-oral incision of abscess
- emergency drainage of a peri-dental abscess

**Osteitis treatment**

- alveolitis

- osteomyelitis  
non-surgical treatment  
surgical treatment : sequestrectomy or shaping  
(saucerization)

Excision and curetage of intra-osseous cyst or granuloma previously requiring the excision of bone tissue and there-after stitch(es)

#### Biopsy

- bone tissue  
by puncture  
by incision
- soft tissue  
by puncture  
by incision

#### Excision of tumor

- bone tissue
- soft tissue

#### Mandibulectomy

#### Maxillectomy

#### Pre-prosthetic surgery

- excision of geny-apophyses
- excision of the mylohyoidean ridge (unilateral)
- reinsertion of the mylohyoidean muscle (unilateral)
- extension of mucous folds  
with secondary epithelization  
with epidermic graft  
with mucous graft
- alveolectomy
- tubero-plasty (unilateral) reconstruction of the tuberosity)
- alveoloplasty
- excision of the hyperplasic tissue
- excision of mucous excess
- excision of torus

#### Treatment of salivary glands

- dilatation of duct
- sialolithotomy by oral passage or by external passage
- excision of salivary glands  
sub-maxillary  
sub-lingual

- excision of parotid (gland)  
sub-total  
complete including facial nerve

- excision of ranula
- excisions of mucocoele
- reconstruction of salivary duct

#### Closure of oral sinus communication

#### Frenectomy

Gingivectomy in the case of hyperplasic gingivitis resulting from the absorption of medicinal substance

Operculectomy (incision and freeing of the occlusal surface of an erupting tooth)

#### Haemorrhage control

- per-operative
- by haemostatic substance and compression
- with haemostatic substance and suture (including excision of bone tissue where necessary)

#### Repair of laceration of soft tissue

- intra-oral or extra-oral
- through and through

#### Complete avulsion of inferior dental nerve

#### Avulsion of one branch of the trigeminal nerve

#### Neural transposition and decompression

#### Alcoholization of one branch of the trigeminal nerve

Infiltration of one branch of the trigeminal nerve for diagnostic purposes (one or several not followed by surgery during the same session)

#### Emergency tracheotomy

#### Palatine fissure

- closure of palatine fissure (with or without graft)
- complementary extension of palate
- reconstruction of alveolar ridge due to a deformity of the anterior palate

#### Cheiloplasty (reconstruction of the lip)

#### Partial glossectomy for orthodontic purposes

#### Osseous graft of maxilla excluding taking of graft

#### Implantation of prosthesis

- insertion of an entirely sub-mucous prosthesis under periosteum  
intra-osseous

**Reduction of fracture**

- lower maxilla
  - bloodless reduction (single or multiple fracture)
  - bloodletting reduction
    - single fracture
    - double fracture
    - multiple fracture
- upper maxilla
  - Le Fort I (horizontal fracture)
    - bloodless reduction (single or multiple fracture)
    - bloodletting reduction
      - single fracture
      - double fracture
      - multiple fracture
  - Le Fort II (pyramidal fracture)
    - bloodless reduction (single or multiple fracture)
    - bloodletting reduction
      - unilateral
      - bilateral
  - naso-orbital
    - bloodletting reduction
      - unilateral
      - bilateral
  - floor of the orbit
    - reduction by external passage
    - reduction by sinus passage
    - by means of plastic surgery
  - Le Fort III (craniofacial disjunction)
    - bloodless reduction
    - bloodletting reduction
  - malar bone or zygomatic arch
    - bloodletting reduction
      - by simple raising
      - by osteosynthesis
      - by sinus passage
  - excision of coronoid process (unilateral)
  - alveolar bone
    - surgical excision of a fractured alveolar sequestrum (including extraction of teeth attached to the sequestrum, where necessary)
    - bloodletting reduction
    - bloodless reduction
  - immobilization of a loose tooth by traumatism (including insertion and excision of splint)
  - re-implantation of an entirely exfoliated tooth (including insertion and excision of splint)
  - insertion of splint
    - intra or peri-osseous (excluding osteosynthesis)
    - by means of a splint (stem or wire for pericranial suspension)
    - acrylic prosthesis or cap splint, attached to maxilla or teeth
    - arch

head frame

excision of splint

intra or peri-osseous : stem or wire for pericranial suspension and/or head frame

acrylic prosthesis or cap splint, attached to maxilla or teeth

arch

broach, plate or screw used for osteosynthesis

**Treatment of temporo-mandibular articulation**

- luxation
  - reduction without anaesthesia
  - reduction under anaesthesia
- menisectomy
- condylectomy
- temporo-mandibular arthroplasty
- infiltration of temporo-mandibular articulation
- intra-articular medication including the substance
- sclerosing medication including the substance

**Osteotomy**

- osteotomy (unilateral)
- corticotomy (per block of teeth)
- repositioning of the symphysis menti by osteotomy (bilateral)
- lessening of the symphysis menti

Emergency opening of the pulpal chamber (emergency endodontia).

**DIVISION XI****DETERRENT FEES — MEDICATIONS**

**32.** Subject to section 33, a pharmacist may require deterrent fees from a person for whom the cost of medications is assumed by the Board, where :

- (a) the cost of the medication prescribed by a physician or dentist exceeds the median price ; and where
- (b) the person refuses to have the prescribed medication substituted by a medication with the same generic name, form and content, the cost of which is equal to or less than the median price.

The person must pay the deterrent fees to the pharmacist on the pharmacist's request.



The amount of deterrent fees to be paid must not exceed the difference between the cost indicated in the list of medications for the medication furnished and the median price assumed by the Board in accordance with the list.

The median price on the list of medications is the price of the product situated at the median of a distribution of products within the same generic name, form and content.

**33.** No deterrent fees may be paid by a person for whom the cost of medications is assumed by the Board or may be claimed by a pharmacist, where :

(a) the physician or dentist who wrote the prescription has indicated on the prescription in handwriting that another medication may not be substituted for the medication prescribed ;

(b) the list of medications does not indicate the median price for medications with the same generic name, form and content as the medication prescribed ;

(c) the medication prescribed appears as an appendix to the list of medications as medication for which the median price method does not apply for therapeutic reasons ; or

(d) the pharmacist furnishes the person with medication from a Québec supplier on the following conditions :

i. the cost of the medication exceeds the median price assumed in accordance with the list by no more than 10% for all medication with the same generic name, form and content as the medication prescribed ;

ii. the number of pharmaceutical products from Québec suppliers for the medication is less than half of the medication the cost of which is equal to or less than the median price assumed in accordance with the list for the medication.

A special entry is made on the list for medication that meets the conditions prescribed in the first paragraph.

## **DIVISION XII OPTOMETRIC SERVICES**

**34.** The optometric services mentioned hereinafter are to be considered as insured services for the purposes of subparagraph c of the first paragraph of section 3 of the Act :

- (a) complete eye test ;
- (b) partial eye test ;
- (c) follow-up eye test ;

- (d) extended study of colour vision ;
- (e) examination of the central visual field ;
- (f) examination of the peripheral visual field ;
- (g) ocular motility study ;
- (h) adaptometry ;
- (i) specific examination of subnormal vision ;
- (j) specific examination of aniseiconia ;
- (k) specific examination of contact lenses in the case of :
  - deformity of the cornea (v.g. keratoconus)
  - coloboma
  - albino
  - aniridia
  - polycoria
  - aphacia
  - antimetropia or anisometropia of at least 2 diopters difference between the 2 eyes
  - myopia of at least 5 diopters
  - hypermetropia of at least 5 diopters
  - ordinary astigmatism of at least 3 diopters difference between the major meridians
  - amblyopia where correction in the better eye does not exceed 20/40
  - therapeutic lenses in the case of ocular pathology necessitating the wearing of contact lenses following a doctor's orders ;
- (l) specific control examination for subnormal vision, aniseiconia, or for contact lenses.

## **DIVISION XIII DENTAL SERVICES**

**35.** The dental services listed hereafter must be considered as being insured services for the purposes of subparagraph a of the second paragraph of section 3 of the Act on behalf of every person who resides in Québec and who is less than 16 years of age :

### **Diagnosis :**

- Complete examination
- Partial or emergency examination
- Preventive examination or recall

- Consultation

4 surfaces  
5 surfaces

### Anaesthesia :

- Local or regional by any extra-oral technique, together with pterygo-maxillary anaesthesia (complete blocking of the second branch of the trigeminal nerve) by intra-oral passage.

### Radiography :

#### Intra-oral radiograph

- periapical
- bite-wing
- occlusal

#### Extra-oral radiograph

- oblique, lateral or antero-posterior
- panoramic
- temporo-mandibular articulation  
one plan  
more than one angle

#### Injection of contrast substance

### Prevention :

- Teaching and demonstration of oral hygiene measures
- Prophylaxis
- Topical fluoride application

### Anaesthesia :

- Local or regional

### Operative dentistry :

#### Filling

- amalgam
  - 1 surface
  - 2 surfaces
  - 3 surfaces
  - 4 surfaces
  - 5 surfaces
- with aesthetic material (on an anterior tooth and on a mesial or oral surface of an upper premolar)
  - silicate
    - 1 surface or several contiguous surfaces
- resin or composite without binding acid
  - 1 surface
  - 2 surfaces
  - 3 surfaces

#### Tenon

#### Crown

- polycarbonate on primary anterior tooth
- stainless steel or nickel-chromium

#### Recimentation of a crown

### Endodonties :

#### Indirect pulp capping

#### Pulpotomy on primary tooth

#### Pulpectomy on primary tooth

#### Treatment of root canal on a permanent tooth with a gut-tapercha point or a silver point

- completely developed root
- partially developed root  
with necrolized pulp  
with vital pulp (wide open apex)

#### Emergency treatment

- emergency opening of the pulp cavity

### Surgery :

#### Extraction of tooth

- simple extraction of a tooth
- complex extraction of a tooth (including the excision of the adamantin or follicular sac)
- extraction of a tooth whose occlusal surface is completely covered by mucous tissue
- extraction of a tooth previously requiring an excision of the bone tissue and thereafter stitch(es) (tooth broken inside the bone, tooth whose occlusal surface partially covered by the bone, with the exception of the following cases)
- extraction of a tooth whose occlusal surface is covered by bone tissue
  - completely covered
  - partially covered

#### Excision of root

- simple excision of dental root (one or several roots of a same tooth)
- complex excision of dental root previously requiring an excision of bone tissue and thereafter stitch(es) (one or several roots of a same tooth)

Excision of a foreign matter from oral cavity maxilla (with the exception of the excision of splint)

Extraction of a tooth, excision of dental fragments or foreign body by anarthrostomy

Surgical exposure for orthodontic purposes of a tooth whose crown is completely or partially covered by bone tissue

Incision and drainage of abscess

- intra-oral incision of abscess at the alveolar or palatin level with or without drainage
- intra-oral incision of abscess located in a major anatomical space and insertion of drainage
- extra-oral incision of abscess
- emergency drainage of a peri-dental abscess

Osteitis treatment

- alveolitis
- osteomyelitis
  - non-surgical treatment
  - surgical treatment : sequestrectomy or shaping (saucerization)

Excision and curetage of intra-osseous cyst or granuloma previously requiring the excision of bone tissue and thereafter stitch(es)

Biopsy

- bone tissue
  - by puncture
  - by incision
- soft tissue
  - by puncture
  - by incision

Excision of tumor  
bone tissue  
soft tissue

Mandibulectomy

Maxillectomy

Pre-prosthetic surgery

- excision of geny-apophyses
- excision of the mylohyoidean ridge (unilateral)
- reinsertion of the mylohyoidean muscle (unilateral)
- extension of mucous folds
  - with secondary epithelization
  - with epidermic graft

with mucous graft

- alveolectomy
- tubero-plasty (unilateral) (reconstruction of the tuberosity)
- alveoloplasty
- excision of the hyperplasic tissue
- excision of mucous excess
- excision of torus

Treatment of salivary glands

- dilatation of duct
- sialolithotomy by oral passage or by external passage
- excision of salivary glands
  - sub-maxillary
  - sub-lingual
- excision of parotid (gland)
  - sub-total
  - complete including facial nerve
- excision of ranula
- excision of mucocele
- reconstruction of salivary duct

Closure of oral sinus communication

Frenectomy

Gingivectomy in the case of hyperplasic gingivitis resulting from the absorption of medicinal substance

Operculectomy (incision and freeing of the occlusal surface of an erupting tooth)

Haemorrhage control

- per-operative
- by haemostatic substance and compression
- with haemostatic substance and suture (including excision of bone tissue where necessary)

Repair of laceration of soft tissue

- intra-oral or extra-oral
- through and through

Complete avulsion of inferior dental nerve

Avulsion of one branch of the trigeminal nerve

Neural transposition and decompression

Alcoholization of one branch of the trigeminal nerve

Infiltration of one branch of the trigeminal nerve for diagnostic purposes (one or several not followed by surgery during the same session)

Emergency tracheotomy

Palatine fissure

- closure of palatine fissure (with or without graft)
- complementary extension of palate
- reconstruction of alveolar ridge due to a deformity of the anterior palate

Cheiloplasty (reconstruction of the lip)

Partial glossectomy for orthodontic purposes

Osseous graft of maxilla excluding taking of graft

Implantation of prosthesis

- insertion of an entirely sub-mucous prosthesis under periosteum
- intra-osseous

Reduction of fracture

- lower maxilla
  - bloodless reduction (single or multiple fracture)
  - bloodletting reduction
    - single fracture
    - double fracture
    - multiple fracture
- upper maxilla
  - Le Fort I (horizontal fracture)
    - bloodless reduction (single or multiple fracture)
    - bloodletting reduction
      - single fracture
      - double fracture
      - multiple fracture
  - Le Fort II (pyramidal fracture)
    - bloodless reduction (single or multiple fracture)
    - bloodletting reduction
      - unilateral
      - bilateral
  - naso-orbital
    - bloodletting reduction
      - unilateral
      - bilateral
  - floor of the orbit
    - reduction by external passage
    - reduction by sinus passage
    - by means of plastic surgery
  - Le Fort III (craniofacial disjunction)
    - bloodless reduction
    - bloodletting reduction
  - malar bone or zygomatic arch
    - bloodletting reduction

by simple raising  
by osteosynthesis  
by sinus passage

excision of coronoid process (unilateral)  
alveolar bone

surgical excision of a fractured alveolar sequestrum (including extraction of teeth attached to the sequestrum, where necessary)  
bloodletting reduction  
bloodless reduction

immobilization of a loose tooth by traumatism (including insertion and excision of splint)

re-implantation of an entirely exfoliated tooth (including insertion and excision of splint)

insertion of splint

intra or peri-osseous (excluding osteosynthesis)  
by means of a splint (rod or wire for pericranial suspension)

acrylic prosthesis or cap splint, attached to maxilla or teeth

arch

head frame

excision of splint

intra or peri-osseous : rod or wire for pericranial suspension and/or head frame

acrylic prosthesis or cap splint, attached to maxilla or teeth

arch

broach, plate or screw used for osteosynthesis

Treatment of temporo-mandibular articulation :

- luxation
  - reduction without anaesthesia
  - reduction under anaesthesia
- menisectomy
- condylectomy
- temporo-mandibular arthroplasty
- infiltration of temporo-mandibular articulation
- intra-articular medication including the substance
- sclerosing medication including the substance

Osteotomy

- osteotomy (unilateral)
- corticotomy (per block of teeth)

- repositioning of the symphysis menti by osteotomy bilateral

- lessening of the symphysis menti.

**36.** The dental services listed hereafter must be considered being insured services for the purposes of subparagraph *b* of the second paragraph of section 3 of the Act on behalf of every beneficiary not contemplated in subparagraph *a* of the second paragraph of section 3 of the Act who holds a valid claim booklet issued pursuant to section 71.1 of the Act :

**Diagnosis :**

- Complete examination
- Partial or emergency examination
- Preventive examination or recall
- Consultation

**Anaesthesia :**

- Local or regional by any extra-oral technique, together with pterygo-maxillary anaesthesia (complete blocking of the second branch of the trigeminal nerve) by intra-oral passage

**Radiography :**

**Intra-oral radiography**

- periapical
- bite-wing
- occlusal

**Extra-oral radiography**

- oblique, lateral or antero-posterior
- panoramic
- temporo-mandibular articulation
  - one plan
  - more than one angle

**Injection of contrast substance**

**Prevention :**

- Teaching and demonstration of oral hygiene measures
- Prophylaxis
- Scaling

**Anaesthesia :**

- Local or regional

**Operative dentistry :**

**Filling**

- amalgam
  - 1 surface
  - 2 surfaces
  - 3 surfaces
  - 4 surfaces
  - 5 surfaces
- with aesthetic material (on an anterior tooth and on a mesial or oral surface of an upper premolar)
- silicate
  - 1 surface or several contiguous surfaces
- resin or composite
  - 1 surface
  - 2 surfaces
  - 3 surfaces
  - 4 surfaces
  - 5 surfaces

**Tenon**

**Crown**

- polycarbonate on primary anterior tooth
- stainless steel or nickel-chromium

**Recimentation of a crown**

**Endodonties :**

**Indirect pulp capping**

**Pulpotomy on primary tooth**

**Pulpectomy on primary tooth**

**Emergency treatment**

- emergency opening of the pulp cavity

**Surgery :**

**Extraction of tooth**

- simple extraction of a tooth
- complex extraction of tooth (including the excision of the adamantin or follicular sac)
- extraction of a tooth whose occlusal surface is completely covered by mucous tissue
- extraction of a tooth previously requiring an excision of the bone tissue and thereafter stitch(es) (tooth broken inside the bone, tooth whose occlusal surface is partially covered by the bone, with the exception of the following cases)
  - extraction of a tooth whose occlusal surface is covered by bone tissue
    - completely covered
    - partially covered

## Excision of root

- simple excision of dental root (one or several roots of a same tooth)
- complex excision of dental root previously requiring an excision of bone tissue and thereafter stitch(es) (one or several roots of a same tooth)

Excision of a foreign matter from oral cavity maxilla (with the exception of the excision of splint)

Extraction of a tooth, excision of dental fragments or foreign body by anthrostomy

Surgical exposure for orthodontic purposes of a tooth whose crown is completely or partially covered by bone tissue

## Incision and drainage of abscess

- intra-oral incision of abscess at the alveolar or palatin level with or without drainage
- intra-oral incision of abscess located in a major anatomical space and insertion of drainage
- extra-oral incision of abscess
- emergency drainage of a peri-dental abscess

## Osteitis treatment

- alveolitis
- osteomyelitis
  - non-surgical treatment
  - surgical treatment : sequestrectomy or shaping (saucerization)

Excision and curetage of intra-osseous cyst or granuloma previously requiring the excision of bone tissue and thereafter stitch(es)

## Biopsy

- by puncture
- by incision

## Excision of tumor

## Mandibulectomy

## Maxillectomy

## Pre-prosthetic surgery

- excision of geny-apophyses
- excision of the mylohyoidean ridge (unilateral)
- reinsertion of the mylohyoidean muscle (unilateral)
- extension of mucous folds
  - with secondary epithelization
  - with epidermic graft

with mucous graft

- alveolectomy
- tuberoplasty (unilateral) (reconstruction of the tuberosity)
- alveoloplasty
- excision of the hyperplasic tissue
- excision of mucous excess
- excision of torus

## Treatment of salivary glands

- dilatation of duct
- sialolithotomy by oral passage or by external passage
- excision of salivary glands
  - sub-maxillary
  - sub-lingual
- excision of parotid (gland)
  - sub-total
  - complete, including facial nerve
- excision of ranula
- excision of mucocele
- reconstruction of salivary duct

## Closure of oral sinus communication

## Frenectomy

Gingivectomy in the case of hyperplasic gingivitis resulting from the absorption of medicinal substance

Operculectomy (incision and freeing of the occlusal surface of an erupting tooth)

## Haemorrhage control

- per-operative
- by haemostatic substance and compression
- with haemostatic substance and suture (including excision of bone tissue where necessary)

## Repair of laceration of soft tissue

- intra-oral or extra-oral
- through and through

## Complete avulsion of inferior dental nerve

Avulsion of one branch of the trigeminal nerve

**Neural transposition and decompression****Alcoholization of one branch of the trigeminal nerve**

Infiltration of one branch of the trigeminal nerve for diagnostic purposes (one or several not followed by surgery during the same session)

**Emergency tracheotomy****Palatine fissure**

- closure of palatine fissure (with or without graft)
- complementary extension of palate
- reconstruction of alveolar ridge due to a deformity of the anterior palate

**Cheiloplasty (reconstruction of the lip)****Partial glossectomy for orthodontic purposes****Osseous graft of maxilla excluding taking of graft****Implantation of prosthesis**

- insertion of an entirely sub-mucous prosthesis under periosteum  
intra-osseous

**Reduction of fracture**

- lower maxilla  
bloodless reduction (single or multiple fracture)  
bloodletting reduction  
single fracture  
double fracture  
multiple fracture
- upper maxilla  
Le Fort I (horizontal fracture)  
bloodless reduction (single or multiple fracture)  
bloodletting reduction  
single fracture  
double fracture  
multiple fracture  
Le Fort II (pyramidal fracture)  
bloodless reduction (single or multiple fracture)  
bloodletting reduction  
unilateral  
bilateral  
naso-orbital  
bloodletting reduction  
unilateral  
bilateral  
floor of the orbit

reduction by external passage

reduction by sinus passage

by means of plastic surgery

**Le Fort III (craniofacial disjunction)**

bloodless reduction

bloodletting reduction

malar bone or zygomatic arch

bloodletting reduction

by simple raising

by osteosynthesis

by sinus passage

excision of coronoid process (unilateral)

alveolar bone

surgical excision of a fractured alveolar sequestrum including extraction of teeth attached to the sequestrum, where necessary)

bloodletting reduction

bloodless reduction

immobilization of a loose tooth by traumatism (including insertion and excision of splint)

re-implantation of an entirely exfoliated tooth (including insertion and excision of splint)

insertion of splint

intra or peri-osseous (excluding osteosynthesis) by means of a splint (rod or wire for pericranial suspension)

acrylic prosthesis or cap splint, attached to maxilla or teeth

arch

head frame

excision of splint

intra or peri-osseous rod or wire for pericranial suspension and/or head frame

acrylic prosthesis or cap splint, attached to maxilla or teeth

arch

broach, plate or screw used for osteosynthesis

**Treatment of temporo-mandibular articulation**

- luxation  
reduction without anaesthesia  
reduction under anaesthesia
- menisectomy
- condylectomy
- temporo-mandibular arthroplasty
- infiltration of temporo-mandibular articulation  
intra-articular medication including the substance  
sclerosing medication including the substance

**Osteotomy**

- osteotomy (unilateral)
- corticotomy (per block of teeth)
- repositioning of the symphysis menti by osteotomy (bilateral)
- lessening of the symphysis menti

**Acrylic prosthesis**

- complete
- partial with hooks and supports
- repair
  - regarnishing after 1 year
  - repair without impression
  - repair with impression.

## **DIVISION XIV SCHOLARSHIPS**

**37.** In this Division, the following words and expressions mean :

- (a) “Minister” : the Minister of Social Affairs ;
- (b) “category A scholarship” : an allowance of 15 000 \$ as a scholarship to a student enrolled in the faculty of medicine of a university in the year of obtainment of a permit to practise medicine, and to a student enrolled in the faculty of dentistry of a university in the year of obtainment of a degree in dentistry, where applicable, if he is not the recipient of a category B, category C or category D scholarship ;
- (c) “category B scholarship” : an annual scholarship of 6 000 \$ granted to a student enrolled in the faculty of medicine of a university during the year of obtainment of a degree in medicine and to a student enrolled in the faculty of dentistry of a university during the year of the obtainment of a degree in dentistry ;
- (d) “category C scholarship” : an annual scholarship of 6 000 \$ granted to a student enrolled in the faculty of medicine of a university during the year preceding the obtainment of a degree in medicine and to a student enrolled in the faculty of dentistry of a university during the year preceding the year of obtainment of a degree in dentistry ;
- (e) “category D scholarship” : an annual scholarship of 6 000 \$ granted to a student enrolled in the faculty of medicine of a university during the second year preceding the year of obtainment of a degree in medicine and to a student enrolled in the faculty of dentistry of a university during the second year preceding the year of obtainment of a degree in dentistry ;

(f) “engagement” : the engagement referred to in section 40 or 41 ;

(g) “candidate” : any person who, in compliance with the Act and the regulations, submits an application for a scholarship to the Board and subscribes to an engagement.

**38.** The Minister may grant up to 25 category A scholarships, 100 category B scholarships, 100 category C scholarships and 100 category D scholarships.

**39.** Every candidate must apply for a scholarship on the form provided by the Board for such purpose ; this form must be addressed to the Board and mailed not later than 31 May preceding the academic year for which the scholarship is requested.

**40.** Every candidate for a category A scholarship must sign an engagement whereby he agrees :

(a) to provide insured services for 3 years as a professional subject to the application of an agreement in the territory assigned to him by the Minister, in accordance with the terms and conditions prescribed in section 42 ;

(b) to reimburse the Board, within the time limit granted to him, all sums of money received by him with interest in the cases provided for in the first paragraph of section 91 of the Act. The rate of interest is equal to the discount rate of the Bank of Canada in effect at the time of the request for reimbursement increased by 1½ %.

**41.** Every candidate for a category B, category C or category D scholarship must sign an engagement whereby he agrees :

(a) to provide for a number of years equal to the number of scholarships he has received insured services as a professional subject to the application of an agreement in the territory assigned to him by the Minister, in accordance with the terms and conditions prescribed in section 43 ;

(b) to reimburse to the Board, within the time limit granted to him, all sums of money received by him with interest in the cases provided for in the first paragraph of section 91 of the Act. The rate of interest is equal to the discount rate of the Bank of Canada in effect at the time of the request for reimbursement increased by 1½ %.

**42.** At least 8 months before obtaining the permit to practise, the Minister shall send the recipient of a category A scholarship a list of the territories he has designated.



Within 30 days following the receipt of such list, the recipient shall make known his choice of territories in writing to the Minister, by order of preference.

At least 6 months before obtaining the permit to practise, the Minister shall send the recipient a notice advising him of the territory assigned to him for a term of 3 years.

**43.** At least 1 year before obtaining the permit to practise, the Minister shall send the recipient of a category B, category C or category D scholarship, a list of the territories he has designated.

Within 2 months following the receipt of such list, the recipient shall make known his choice of territories in writing to the Minister, by order of preference.

At least 6 months before obtaining the permit to practise, the Minister shall send the recipient a notice advising him of the territory assigned to him and the term of his engagement.

**44.** The scholarship shall be paid by the Board in 2 equal instalments payable in September and January for the current academic year.

These payments are made by cheque payable to the order of the recipient of a scholarship and forwarded to the address indicated on the scholarship application unless a written notice to the contrary is sent to the Board.

#### **DIVISION XV PROSTHESES, ORTHOPEDIC DEVICES, APPARATUS OR OTHER EQUIPMENT**

**45.** The prostheses, orthopedic devices, apparatus or other equipment listed in Schedule A are deemed insured services for the purposes of the fifth paragraph of section 3 of the Act.

**46.** The price of purchase, fitting, replacement or repair of prostheses, orthopedic devices, apparatus or other equipment referred to in Schedule A is set in accordance with the tariff and rules of application appearing in Schedule A.

**47.** The Board assumes the cost of purchase, fitting, replacement or repair of prostheses, orthopedic devices, apparatus or other equipment listed in Schedule A on the following conditions :

(a) where they are furnished to a beneficiary upon the written prescription of a physician specialized in orthopedics, physiatrics, neurology, rheumatology or neurosurgery. If, in a hospital centre, there is no such specialist practising permanently, a general surgeon in such a hospi-

tal centre may write out a prescription for lower extremity prostheses.

However, such a prescription is not required for a fitting or repair intended to adapt a prosthesis, orthopedic device, apparatus or other equipment to the original prescription or to extend its use where there is no change in the physical condition of the beneficiary. Such a prescription is also not required for a replacement of socks or nylon socks and housings ;

(b) where they are furnished to a beneficiary, as determined in Schedule A, in Québec, by an establishment or laboratory provided, however, that the establishment or laboratory has signed with the Board an agreement authorized by the Government pursuant to section 23 of the Act respecting the Régie de l'assurance-maladie du Québec or outside Québec by an establishment or laboratory recognized for that purpose by the Board.

**48.** Any prosthesis, orthopedic device, apparatus or other equipment listed in Division II and VI of Part III of Schedule A that is no longer used by a beneficiary because of his death or a change in his physical condition during the minimum duration of a prosthesis, orthopedic device, apparatus or other equipment, must be returned to the establishment.

#### **DIVISION XVI RESEARCH SCHOLARSHIPS**

**49.** In this Division the following terms mean or designate :

(a) "research scholarship" : an annual allowance that must serve to establish and maintain a research post ;

(b) "candidate" : any person who, in accordance with the Act and regulations, submits an application for a research scholarship.

**50.** The Minister may grant up to 54 research scholarships each year, including both first scholarships and renewals.

**51.** The amount of the research scholarships shall include both the scholar's salary and an amount equal to 10% for fringe benefits.

**52.** The amounts of the research scholarships are distributed over the following 13 categories :

Category 1 : no experience	22 956 \$
Category 2 : 1 year of experience	24 462
Category 3 : 2 years of experience	25 967
Category 4 : 3 years of experience	27 472
Category 5 : 4 years of experience	28 978

Category 6 : 5 years of experience	30 483 \$
Category 7 : 6 years of experience	31 988
Category 8 : 7 years of experience	33 494
Category 9 : 8 years of experience	34 999
Category 10 : 9 years of experience	36 504
Category 11 : 10 years of experience	38 010
Category 12 : 11 years of experience	39 515
Category 13 : 12 or more years of experience	41 020.

**53.** Every candidate must forward his application for a research scholarship to the Conseil de la recherche en santé du Québec, by using the form provided by the latter for such purpose.

**54.** The payment of the research scholarship shall be made by the Board, in 4 equal instalments per calendar year payable at the beginning of each quarter. These payments shall be made by cheque, made jointly to the order of the scholar and to the order of the university to which the establishment in which the scholar pursues his research is affiliated or to the order of that establishment should the occasion arise. The said cheque shall be forwarded to the university or to the establishment.

**55.** The scholar must agree to respect the following conditions :

(a) to devote at least 80% of his work hours to his health research activities ;

(b) to reimburse the Board for every part of his research scholarship which has not been used if he abandons his health research activities.

## DIVISION XVII VISUAL AIDS

**56.** The visual aids mentioned in Schedule B are considered insured services for the purposes of the sixth paragraph of section 3 of the Act where :

(a) they are lent to a visually handicapped person who is less than 36 years old ;

(b) they are lent to a visually handicapped person who has reached 36 years of age and who is already covered in subparagraph a.

Nevertheless, the cost of a cane and the maintenance costs of a seeing-eye dog are considered to be insured services for the purposes of the sixth paragraph of section 3 of the Act if they are paid for by a visually handicapped person, regardless of his age.

**57.** The cost of purchase, fitting, replacement or repair of the visual aids loaned to a visually handicapped person is fixed in accordance with the tariff in Schedule B.

**58.** The Board shall reimburse the cost of purchase, fitting, replacement or repair of visual aids, when they are

loaned to a visually handicapped person in accordance with Schedule B upon the recommendation of a recognized establishment.

**59.** As soon as a recognized establishment recovers a visual aid, it must make or have the necessary repairs made.

## DIVISION XVIII PHARMACEUTICAL SERVICES

**60.** The pharmaceutical services referred to below must be deemed insured services for the purposes of the third and fourth paragraphs of section 3 of the Act :

(a) filling and renewal of a prescription ;

(b) refusal to fill a prescription or to renew it ;

(c) pharmaceutical opinion (substantiated opinion of a pharmacist on the pharmaco-therapeutic history of a person prepared under his authority, or on the therapeutic value of one or all of the pharmacotherapeutic treatment ordered by prescription, given in writing to that person and to his prescriber).

## DIVISION XIX HEARING AIDS

**61.** The hearing aids referred to in Schedule C are considered insurable services for the purposes of the seventh paragraph of section 3 of the Act.

**62.** The cost of purchase, adjustment, replacement or repair of hearing aids that is assumed by the Board for a person with a hearing impairment is set in accordance with the tariff and rules of application in Schedule C.

**63.** For a person with a hearing impairment, the Board assumes the cost of purchase, adjustment, replacement or repair of the hearing aids referred to in Schedule C :

(a) in the case of an initial fitting, or a replacement if the condition of the ear has changed, upon the production of :

i. a medical certificate of an otorhinolaryngologist confirming the hearing loss and attesting the need for a hearing aid or for a replacement thereof. However, the certificate shall not be considered for the purposes of this section if it gives the trade mark of a hearing aid or the name of a hearing aid acoustician and his firm name, together with the name of hearing and manufacturer ;

ii. an audiogram issued and signed by an audiologist or an otorhinolaryngologist ;

(b) in the case of a replacement referred to in paragraph a of rule 15 stated in Part I of Schedule C, upon the presentation of :

i. a medical certificate of an otorhinolaryngologist confirming the hearing loss and attesting the need for a replacement of a hearing aid, provided the medical certificate referred to in subparagraph i of paragraph a mentions the need for the new medical certificate. However, such a certificate shall not be considered for the purposes of this section if it gives the trade mark of hearing aid or the name of a hearing aid acoustician and his firm name, together with the name of a hearing aid manufacturer ;

ii. an audiogram issued and signed by an audiologist or an otorhinolaryngologist if the medical certificate referred to in subparagraph i is required ;

(c) and on the condition that the hearing aid is furnished and the services rendered in Québec by a hearing aid acoustician who is a member in good standing of the Ordre des audioprothésistes du Québec and who, pursuant to section 23 of the Act respecting the Régie de l'assurance-maladie du Québec, has signed with the Board an agreement authorized by the Government, or that the hearing aid is furnished by a recognized establishment to a person with a hearing impairment who is registered at the establishment and that the services are rendered by a hearing aid acoustician employed by such an establishment who is a member in good standing of the Ordre des audioprothésistes du Québec. In the latter case, the Board reimburses the recognized establishment that must comply with the tariff and rules of application in Schedule C.

**64.** Any hearing aid that is no longer used by a person with a hearing impairment subsequent to his death or a change in his hearing level must be returned to the Board.

**65.** Where, in accordance with the Act, the Board has assumed the cost of purchase, fitting, replacement or repair of a hearing aid no longer referred to in Part II of Schedule C for a person with a hearing handicap, all the provisions in Schedule C, except those relating to the purchase or replacement of a hearing aid, apply to such a hearing aid insofar as they apply.

## **DIVISION XX**

### **PRESCRIPTION OF RECOURSE AGAINST THE BOARD**

**66.** The 6 months deadline for prescription mentioned in section 38 of the Act does not apply in the following cases or circumstances :

(a) where a professional is unable in fact to claim payment from the Board within that period of time, recourse against the Board is prescribed by 2 years from the day on which the insured service was furnished ;

(b) where under section 22.2 of the Act, the Board refuses payment or makes payment by compensation or otherwise than in cash, the professional's recourse against the Board is prescribed by 6 months beginning on the date on which the Board informed the professional of its decision ;

(c) where a professional in the field of health submits a duly completed statement of fees within 6 months on the day on which the insured service was furnished, the professional's recourse against the Board for obtaining payment is prescribed by 2 years beginning on the day on which the insured service was furnished.

**67.** The deadline for prescription mentioned in section 38 of the Act respecting cases submitted to a council of arbitration is interrupted, beginning on the day the Board receives notice of a dispute and continuing until the council of arbitration renders a decision or an agreement is reached between the parties.

## **DIVISION XXI**

### **TRANSITIONAL PROVISION**

**68.** Paragraph v of section 1 and Division XI come into force on 1 January 1982.

## **SCHEDULE A**

(ss. 45 to 48)

### **PROSTHESES, ORTHOPEDIC DEVICES, APPARATUS OR OTHER EQUIPEMENT DEEMED INSURED AND THEIR TARIFF**

In this Schedule, unless the context indicates otherwise, the following words mean :

(a) "appliance" : a prosthesis, an orthopedic device, apparatus or other equipment, as described in this Schedule ;

(b) "component" : a constituent part of an appliance ;

(c) "supplement" : an accessory necessary for improving the function of an appliance and required for permanent use thereof.

## **PART I**

### **GENERAL RULES OF APPLICATION**

**Rule 1 :** The manufacturing of an appliance requires material of an adequate quality. In manufacturing the appliance account must be taken of the individual needs and vocational activities of the recipient as well as the aesthetic aspect of the appliance.

**Rule 2 :** The Board only assumes the cost of purchase, adjustment or repair of a single appliance prescribed for each specific function of a limb or segment of a limb.

For purposes of study or employment, the cost of purchase of an additional device or component is assumed by the Board provided that it has given its authorization beforehand. In that case, the cost of the fitting or repair of the second device is also assumed by the Board.

However, a beneficiary may never possess more than one lightweight model wheelchair.

**Rule 3 :** The Board assumes the cost of purchase or replacement of an appliance only if it is manufactured with all the components indicated under each appliance.

However, in the case of an initial purchase or replacement, a component may be substituted for another when it is explicitly indicated in a list of components.

**Rule 4 :** The Board assumes the cost of purchase or repair of an appliance of which it had assumed the cost of purchase or replacement, only if such appliance is used for the purposes for which it was designed and intended.

In the case of an appliance whose replacement has been authorized by the Board, the latter shall assume only the cost of urgent and necessary adjustments and repairs to allow such appliance to work while a new one is being manufactured.

**Rule 5 :** The price of purchase or replacement of an appliance includes :

- (a) the price of its components ;
- (b) the price of its manufacture ;
- (c) the price of the adjustment required during manufacture up to the final installation, inclusive ; and
- (d) the price of adjustments and repairs for the duration of the guarantee.

**Rule 6 :** The duration of the guarantee means a period determined from the time of the final installation and during which any adjustment or repair to an appliance used under normal conditions is made, so that it corresponds to the original prescription, where the recipient's physical condition has not changed, and to permit him to derive maximum efficiency therefrom.

The final installation of a prosthesis and orthopedic appliance or other device is made at the end of the adjustment period when the recipient takes possession of the appliance.

**Rule 7 :** The minimum duration of an appliance is the duration of its functioning under normal conditions of use following its final installation.

The minimum duration of an appliance with the exception of wheelchair and electric wheelchairs is determined as follows :

- (a) in the case of a child : the main criterion is growth up to 18 years of age ;
- (b) in the case of an adult :
  - i. prostheses—lower extremities . . . . . 5 years ;
  - ii. prostheses—upper extremities . . . . . 6 years ;
  - iii. cosmetic glove for a finger or partial hand . . . . . 1 year ;
  - iv. cosmetic glove for prostheses—upper extremities . . . . . 6 months ;
  - v. orthoses . . . . . 2 years.

The minimum duration of wheelchairs and electric wheelchairs is 5 years.

**Rule 8 :** The Board assumes, subject to its prior authorization, the cost of replacement of an appliance in the following cases :

- (a) upon the expiry of the minimum duration if the appliance can no longer function under normal conditions of use ;
- (b) within the minimum duration, where the replacement is justified by the written prescription of a specialist specified in paragraph a of section 47 showing that the physical condition of the beneficiary has changed, or for another reason deemed sufficient by the Board.

**Rule 9 :** If the physical condition of the recipient deteriorates or if he dies before the final installation and the rehabilitation stage must be stopped, the price of the appliance completely or partially manufactured is determined in the following manner :

- (a) duration of manufacturing : 5,50 \$ per quarter of an hour or fraction thereof ;
- (b) material : at the cost price, with the exception of material that can be recuperated by the establishment or laboratory.

It is necessary to forward to the Board the duration of manufacture and a list of the materials used and their price as well as the written prescription of a physician attesting to the deterioration of the recipient's physical condition or proof of his death.

**Rule 10 :** Repairs and adjustments for which the prices do not appear in this Schedule are determined in the following manner :

(a) duration or repair, fitting and partial replacement :  
5,50 \$ per quarter of an hour or fraction thereof ;

(b) material : at cost price.

Where the total cost exceeds 10 \$, the duration of manufacturing and the list of materials and their prices must be sent to the Board.

**Rule 11 :** The cost of any repair or adjustment shall not exceed 80% of the cost of purchase or replacement of an appliance. Where the assessment of the cost of repairs and adjustments exceeds 80%, the laboratory or establishment shall then replace the appliance and it may claim only the cost or replacement in accordance with this Regulation.

**Rule 12 :** The cost of a supplement to an appliance referred to in this Schedule is assumed only if the supplement is listed in the description of such appliance under the heading "supplement" or if it is explicitly provided for in a list of supplements and required for permanent use.

The price of a cane includes the safety tip and the price of crutches includes the safety tips and axillary pads.

**Rule 13 :** The Board assumes for each recipient, where applicable, the cost of replacement of a maximum of 6 socks or 6 nylon socks and sheaths per period of 12 months for each of the upper and lower extremities installed.

**Rule 14 :** In the case of an initial purchase or replacement where one of the components of the appliance is substituted by another, the price of the substituted component must be deducted from the price of purchase or replacement of the appliance and the price of the component replacing it must be added.

**Rule 15 :** The Board assumes the cost of purchase of a device or supplement preceded by an asterisk, on the condition that it has given its authorization beforehand.

## **PART II PROSTHESES, ORTHOPEDIC DEVICES, APPARATUS OR OTHER EQUIPMENT DEEMED INSURED SERVICES WHERE FURNISHED BY AN ESTABLISHMENT OR LABORATORY**

The prostheses, orthopedic devices, apparatus or other equipment listed hereafter are deemed insured services where they are furnished by an establishment or laboratory.

## **DIVISION I PROSTHESES—LOWER EXTREMITIES**

**Rule 16 :** The cost of a post-operative prosthesis payable as a result of the amputation of a lower extremity includes the lending of the components required for the entire duration of the prosthesis, work in the operating room, the waiting period, application of a stiff bandage, fixation of the pylon and foot and of the bandage where required.

The Board assumes, subject to its prior authorization and for medical reasons, the cost of purchase of a temporary prosthesis prescribed following a post-operative prosthesis.

The cost of purchase of a temporary prosthesis includes, for the entire duration of the prosthesis, the lending of components, manufacture of the socket and the required means of suspension as well as alignment and necessary fittings.

### **FOOT PROSTHESES**

#### **Device**

1120500—Longitudinal and metatarsal steel arch support for partial amputation or forefoot . . . . .82 \$

#### **Components**

Rubber forefoot  
Duration of guarantee . . . . . 6 months

#### **Device**

1120518—Laminated plastic prosthesis, cast or leather . . . . .245 \$

#### **Components**

Rubber forefoot  
Straps  
Duration of guarantee . . . . . 6 months

#### **Device**

1120526—Posterior leaf spring prosthesis . . . . . 201 \$

#### **Components**

Instep strap  
Rubber forefoot  
Duration of guarantee . . . . . 6 months

### **ANKLE PROSTHESES**

#### **Device**

1130509—Symes prosthesis Canadian type . . . . . 528 \$

#### **Components**

S.A.C.H. or half-S.A.C.H. foot  
Plastic socket  
Required means of suspension  
Two socks

**Supplement**

3492501—Cane . . . . . 5 \$  
 Duration of guarantee . . . . . 6 months

**Device**

1130517—Symes prosthesis with  
 expanding socket . . . . . 587 \$

**Components**

S.A.C.H. or half-S.A.C.H. foot  
 Plastic socket  
 Expanding interior material  
 Required means of suspension  
 Two socks

**Supplement**

3492501—Cane . . . . . 5 \$  
 Duration of guarantee . . . . . 6 months

**TIBIAL PROSTHESES****Device**

1140011—Post-operative prosthesis . . . . . 268 \$

**Device**

1140102—Temporary tibial prosthesis . . . . . 239 \$

**Components**

S.A.C.H. or articulated foot  
 Modular system  
 Temporary adjustable socket  
 Required means of suspension  
 One sock

**Supplement**

3162518—Thigh lacer . . . . . 33 \$  
 Duration of guarantee . . . . . 6 months

**Device**

1140508—Tibial prosthesis . . . . . 565 \$

**Components**

S.A.C.H. or articulated foot  
 Plastic socket PTB, SPTS,  
 supracondylar wedge, with or  
 without lining  
 Required means of suspension  
 Two socks

**Supplement**

3492501—Cane . . . . . 5 \$  
 3492550—Crutches . . . . . 18  
 3492600—Canadian crutches . . . . . 53  
 Duration of guarantee . . . . . 6 months

**Device**

1140516—Tibial prosthesis with thigh  
 lacer . . . . . 774 \$

**Components**

S.A.C.H. or articulated foot  
 Fixed or slip socket  
 External knee joints

Plastic or leather thigh lacer  
 Required means of suspension  
 Two socks

**Supplement**

3492501—Cane . . . . . 5 \$  
 3492550—Crutches . . . . . 18  
 3492600—Canadian crutches . . . . . 53  
 Duration of guarantee . . . . . 6 months

**Device**

1140524—Tibial prosthesis with  
 quadrilateral socket . . . . . 807 \$

**Components**

S.A.C.H. or articulated foot  
 Tibial socket  
 External knee joints  
 Plastic quadrilateral socket  
 Required means of suspension  
 Two socks

**Supplement**

3492501—Cane . . . . . 5 \$  
 3492550—Crutches . . . . . 18  
 3492600—Canadian crutches . . . . . 53  
 Duration of guarantee . . . . . 6 months

**Device**

1141506—Modular prosthesis . . . . . 524 \$

**Components**

S.A.C.H. or articulated foot  
 Tibial socket  
 Foot adapter  
 Lower clamp  
 Tube  
 Upper clamp  
 Upper plate  
 Required means of suspension  
 Two socks  
 Cosmetic cover

**Supplement**

3492501—Cane . . . . . 5 \$  
 3492550—Crutches . . . . . 18  
 3492600—Canadian crutches . . . . . 53  
 3162500—Thigh lacer . . . . . 223  
 Duration of guarantee . . . . . 6 months

**Device**

1141514—Modular prosthesis . . . . . 528 \$

**Components**

S.A.C.H. or articulated foot  
 Tibial socket  
 Foot adapter  
 30 MM. tube and lower adapter with  
 adjustment screws  
 Upper adapter with clamp and  
 adjustment screws

Upper plate with pyramid  
 Socket attachment block  
 Required means of suspension  
 Two socks  
 Cosmetic cover

**Supplement**

3492501—Cane ..... 5 \$  
 3492550—Crutches ..... 18  
 3492600—Canadian crutches ..... 53  
 3162500—Thigh lacer ..... 223  
 Duration of guarantee ..... 6 months

**Device**

1142256—Tibial extension prosthesis  
 for shortened leg ..... 524 \$

**Components**

S.A.C.H. or articulated foot  
 Plastic socket  
 Required means of suspension  
 Two socks

**Supplement**

3492501—Cane ..... 5 \$  
 Duration of guarantee ..... 6 months

**Device**

1141753—Cosmetic restoration  
 for atrophied leg ..... 485 \$

**Components**

Cosmetic restoration  
 Duration of guarantee ..... 2 months

**TIBIOFEMORAL PROSTHESES****Device**

1150010—Post-operative prosthesis ..... 306 \$

**Device**

1150507—Conventional tibiofemoral  
 prosthesis ..... 807 \$

**Components**

S.A.C.H. or articulated foot  
 External knee joints or constant  
 friction knee  
 Leather or plastic socket  
 Required means of suspension  
 Two socks

**Supplement**

3492501—Cane ..... 5 \$  
 3492550—Crutches ..... 18  
 3492600—Canadian crutches ..... 53  
 Duration of guarantee ..... 6 months

**Device**

1151505—Modular tibiofemoral  
 prosthesis ..... 1 146 \$

**Components**

S.A.C.H. or articulated foot  
 Modular system  
 Plastic socket  
 Required means of suspension  
 Two socks  
 Cosmetic cover

**Supplement**

3492501—Cane ..... 5 \$  
 3492550—Crutches ..... 18  
 3492600—Canadian crutches ..... 53  
 Duration of guarantee ..... 6 months

**\*Device**

1151000—Hydraulic prosthesis ..... 1 167 \$

**Components**

S.A.C.H. or articulated foot  
 Hydraulic knee  
 Leather or plastic socket  
 Required means of suspension  
 Two socks

**Supplement**

3492501—Cane ..... 5 \$  
 3492550—Crutches ..... 18  
 3492600—Canadian crutches ..... 53  
 Duration of guarantee ..... 6 months

**\*Device**

1151257—Pneumatic prosthesis ..... 1 049 \$

**Components**

S.A.C.H. or articulated foot  
 Pneumatic knee  
 Leather or plastic socket  
 Required means of suspension  
 Two socks  
 Cosmetic cover, if necessary

**Supplement**

3492501—Cane ..... 5 \$  
 3492550—Crutches ..... 18  
 3492600—Canadian crutches ..... 53  
 Duration of guarantee ..... 6 months

**FEMORAL PROSTHESES****Device**

1160019—Post-operative prosthesis ..... 343 \$

**Device**

1160100—Temporary prosthesis ..... 269 \$

**Components**

S.A.C.H. or articulated foot  
 Modular system  
 Adjustable temporary socket  
 Required means of suspension  
 One sock  
 Duration of guarantee ..... 1 month

**Device**

1160506—Femoral prosthesis . . . . . 885 \$

**Components**

S.A.C.H. or articulated foot

Constant friction knee

Plastic socket with ischiatic support

Required means of suspension

Two socks

**Supplement**

3492501—Cane . . . . . 5 \$

3492550—Crutches . . . . . 18

3492600—Canadian crutches . . . . . 53

Duration of guarantee . . . . . 6 months

**\*Device**

1161009—Hydraulic prosthesis . . . . . 1 153 \$

**Components**Foot and hydraulic mechanism for ankle  
and knee

Plastic socket with ischiatic support

Required means of suspension

Two socks

**Supplement**

3492501—Cane . . . . . 5 \$

3492550—Crutches . . . . . 18

3492600—Canadian crutches . . . . . 53

Duration of guarantee . . . . . 6 months

**Device**

1161504—Uniaxial modular prosthesis . . . . . 904 \$

**Components**

S.A.C.H. or articulated foot

Foot adapter

Uniaxial modular system with extension  
assist

Plastic socket with ischiatic support

Required means of suspension

Two socks

Cosmetic cover

**Supplement**

3492501—Cane . . . . . 5 \$

3492550—Crutches . . . . . 18

3492600—Canadian crutches . . . . . 53

Duration of guarantee . . . . . 6 months

**Device**

1161512—Biaxial modular prosthesis . . . . . 983 \$

**Components**

S.A.C.H. or articulated foot

Foot adapter

Biaxial modular system with double  
constant friction control

Plastic socket with ischiatic support

Required means of suspension

Two socks

Cosmetic cover

**Supplement**

3492501—Cane . . . . . 5 \$

3492550—Crutches . . . . . 18

3492600—Canadian crutches . . . . . 53 \$

Duration of guarantee . . . . . 6 months

**Device**

1162254—Femoral stubbies prostheses

(bilateral) . . . . . 530 \$

**Components**

Two modified feet

Two plastic sockets

Required means of suspension

Four socks

**Supplement**

3492501—Cane . . . . . 5 \$

3492550—Crutches . . . . . 18

3492600—Canadian crutches . . . . . 53

Duration of guarantee . . . . . 6 months

**COXOFEMORAL AND HEMIPELVIC  
PROSTHESES****Device**

1170505—Coxofemoral prosthesis . . . . . 1 233 \$

**Components**

S.A.C.H. or articulated foot

Safety or constant friction knee

Hip joint

Laminated plastic socket

Required means of suspension

**Supplement**

3492501—Cane . . . . . 5 \$

3492550—Crutches . . . . . 18

3492600—Canadian crutches . . . . . 53

Duration of guarantee . . . . . 6 months

**Device**

1180504—Hemipelvic prosthesis . . . . . 1 233 \$

**Components**

S.A.C.H. or articulated foot

Safety or constant friction knee

Hip joint

Laminated plastic socket

Required means of suspension

**Supplement**

3492501—Cane . . . . . 5 \$

3492550—Crutches . . . . . 18

3492600—Canadian crutches . . . . . 53



Duration of guarantee . . . . . 6 months

**Device**

1171503-Coxofemoral uniaxial  
modular prosthesis . . . . . 1 029 \$

**Components**

S.A.C.H. or articulated foot  
Foot adapter  
Modular system with uniaxial knee and  
hip with extension assist  
Laminated plastic socket  
Required means of suspension  
Cosmetic cover

**Supplement**

3492501-Cane . . . . . 5 \$  
3492550-Crutches . . . . . 18  
3492600-Canadian crutches . . . . . 53  
Duration of guarantee . . . . . 6 months

**Device**

1181502-Hemipelvic uniaxial modular  
prosthesis . . . . . 1 029 \$

**Components**

S.A.C.H. or articulated foot  
Foot adapter  
Modular system with uniaxial knee and  
hip with extension assist  
Laminated plastic socket  
Required means of suspension  
Cosmetic cover

**Supplement**

3492501-Cane . . . . . 5 \$  
3492550-Crutches . . . . . 18  
3492600-Canadian crutches . . . . . 53  
Duration of guarantee . . . . . 6 months

**Device**

1171511-Coxofemoral biaxial modular  
prosthesis . . . . . 1 049 \$

**Components**

S.A.C.H. or articulated foot  
Foot adapter  
Modular system with biaxial knee and  
hip with extension assist  
Laminated plastic socket  
Required means of suspension  
Cosmetic cover

**Supplement**

3492501-Cane . . . . . 5 \$  
3492550-Crutches . . . . . 18  
3492600-Canadian crutches . . . . . 53  
Duration of guarantee . . . . . 6 months

**Device**

1181510-Hemipelvic biaxial modular  
prosthesis . . . . . 1 049 \$

**Components**

S.A.C.H. or articulated foot  
Foot adapter  
Modular system with biaxial  
knee and hip with extension assist  
Laminated plastic socket  
Required means of suspension  
Cosmetic cover

**Supplement**

3492501-Cane . . . . . 5 \$  
3492550-Crutches . . . . . 18  
3492600-Canadian crutches . . . . . 53  
Duration of guarantee . . . . . 6 months

**LIST OF COMPONENTS FOR PROSTHESES  
LOWER EXTREMITIES**

**STUMP SOCKS**

**WOOL-WHITE OR BEIGE-3 OR 5 PLY**

**Size No.0**

3193000-25 to 41 cm-10 to 16 in. . . . . 4,25 \$  
3193018-45 to 61 cm-18 to 24 in. . . . . 5,75  
3193026-66 to 82 cm-26 to 32 in. . . . . 7,75

**Size No.1**

3193034-25 to 41 cm-10 to 16 in. . . . . 4,50  
3193042-45 to 61 cm-18 to 24 in. . . . . 7,00  
3193059-66 to 82 cm-26 to 32 in. . . . . 8,75

**Size No.2**

3193067-25 to 41 cm-10 to 16 in. . . . . 5,25  
3193075-45 to 61 cm-18 to 24 in. . . . . 7,50  
3193083-66 to 82 cm-26 to 32 in. . . . . 9,75

**Size No.3**

3193091-25 to 41 cm-10 to 16 in. . . . . 6,00  
3193109-45 to 61 cm-18 to 24 in. . . . . 8,50  
3193117-66 to 82 cm-26 to 32 in. . . . . 10,75

**Size No.4**

3193125-25 to 41 cm-10 to 16 in. . . . . 6,50  
3193133-45 to 61 cm-18 to 24 in. . . . . 9,25  
3193141-66 to 82 cm-26 to 32 in. . . . . 11,50

**WOOL-WHITE-6 PLY**

**Size No.0**

3193158-25 to 41 cm-10 to 16 in. . . . . 4,50 \$  
3193166-45 to 61 cm-18 to 24 in. . . . . 6,25  
3193174-66 to 82 cm-26 to 32 in. . . . . 7,25

**Size No.1**

3193182-25 to 41 cm-10 to 16 in. . . . . 5,00

3193190-45 to 61 cm-18 to 24 in. . . . . 7,50 \$  
 3193208-66 to 82 cm-26 to 32 in. . . . . 9,50

**Size No.2**

3193216-25 to 41 cm-10 to 16 in. . . . . 5,75  
 3193224-45 to 61 cm-18 to 24 in. . . . . 8,25  
 3193232-66 to 82 cm-26 to 32 in. . . . . 10,75

**Size No.3**

3193240-25 to 41 cm-10 to 16 in. . . . . 6,50  
 3193257-45 to 61 cm-18 to 24 in. . . . . 9,25  
 3193265-66 to 82 cm-26 to 32 in. . . . . 11,75

**Size No.4**

3193273-25 to 41 cm-10 to 16 in. . . . . 7,50  
 3193281-45 to 61 cm-18 to 24 in. . . . . 10,00  
 3193299-66 to 82 cm-26 to 32 in. . . . . 12,50

**WOOL-GREY-3 OR 5 PLY****Size No.0**

3193307-25 to 41 cm-10 to 16 in. . . . . 4,75 \$  
 3193315-45 to 61 cm-18 to 24 in. . . . . 6,50  
 3193323-66 to 82 cm-26 to 32 in. . . . . 8,75

**Size No.1**

3193331-25 to 41 cm-10 to 16 in. . . . . 5,25  
 3193349-45 to 61 cm-18 to 24 in. . . . . 8,00  
 3193356-66 to 82 cm-26 to 32 in. . . . . 10,00

**Size No.2**

3193364-25 to 41 cm-10 to 16 in. . . . . 6,00  
 3193372-45 to 61 cm-18 to 24 in. . . . . 8,75  
 3193380-66 to 82 cm-26 to 32 in. . . . . 11,00

**Size No.3**

3193398-25 to 41 cm-10 to 16 in. . . . . 7,00  
 3193406-45 to 61 cm-18 to 24 in. . . . . 9,75  
 3193414-66 to 82 cm-26 to 32 in. . . . . 12,25

**Size No.4**

3193422-25 to 41 cm-10 to 16 in. . . . . 7,75  
 3193430-45 to 61 cm-18 to 24 in. . . . . 10,50  
 3193448-66 to 82 cm-26 to 32 in. . . . . 13,50

**WOOL-GREY-6 PLY****Size No.0**

3193455-25 to 41 cm-10 to 16 in. . . . . 5,25 \$  
 3193463-45 to 61 cm-18 to 24 in. . . . . 7,50  
 3193471-66 to 82 cm-26 to 32 in. . . . . 9,75

**Size No.1**

3193489-25 to 41 cm-10 to 16 in. . . . . 5,75  
 3193497-45 to 61 cm-18 to 24 in. . . . . 8,75  
 3193505-66 to 82 cm-26 to 32 in. . . . . 10,75

**Size No.2**

3193513-25 to 41 cm-10 to 16 in. . . . . 7,00  
 3193521-45 to 61 cm-18 to 24 in. . . . . 9,50  
 3193539-66 to 82 cm-26 to 32 in. . . . . 12,25

**Size No.3**

3193547-25 to 41 cm-10 to 16 in. . . . . 7,75 \$  
 3193554-45 to 61 cm-18 to 24 in. . . . . 10,50  
 3193562-66 to 82 cm-26 to 32 in. . . . . 13,50

**Size No.4**

3193570-25 to 41 cm-10 to 16 in. . . . . 8,25  
 3193588-45 to 61 cm-18 to 24 in. . . . . 11,50  
 3193596-66 to 82 cm-26 to 32 in. . . . . 14,75

**COTTON OR MERCERIZED COTTON - WHITE - 3 OR 5 PLY****Size No.0**

3193604-25 to 41 cm-10 to 16 in. . . . . 3,00 \$  
 3193612-45 to 61 cm-18 to 24 in. . . . . 3,75  
 3193620-66 to 82 cm-26 to 32 in. . . . . 4,75

**Size No.1**

3193638-25 to 41 cm-10 to 16 in. . . . . 3,25  
 3193646-45 to 61 cm-18 to 24 in. . . . . 4,25  
 3193653-66 to 82 cm-26 to 32 in. . . . . 6,00

**Size No.2**

3193661-25 to 41 cm-10 to 16 in. . . . . 3,75  
 3193679-45 to 61 cm-18 to 24 in. . . . . 4,75  
 3193687-66 to 82 cm-26 to 32 in. . . . . 6,00

**Size No.3**

3193695-25 to 41 cm-10 to 16 in. . . . . 4,00  
 3193703-45 to 61 cm-18 to 24 in. . . . . 5,50  
 3193711-66 to 82 cm-26 to 32 in. . . . . 6,50

**Size No.4**

3193729-25 to 41 cm-10 to 16 in. . . . . 4,50  
 3193737-45 to 61 cm-18 to 24 in. . . . . 6,00  
 3193745-66 to 82 cm-26 to 32 in. . . . . 7,25

**SOCKS FOR P.T.B PROSTHESES-WOOL OR COTTON-WHITE-3 OR 5 PLY**

3193752-Length 30,48 cm-12 in. . . . . 4,25 \$  
 3193760-Length 35,56 cm-14 in. . . . . 4,75  
 3193778-Length 40,64 cm-16 in. . . . . 5,50

**SOCKS FOR P.T.B. PROSTHESES-WOOL-WHITE-6 PLY**

3193786-Length 30 cm-12 in. . . . . 4,25 \$  
 3193794-Length 35 cm-14 in. . . . . 4,75  
 3193802-Length 40 cm-16 in. . . . . 5,50

**STANDARD NYLON SHEATH**

3194016-Symes (PTB) 45 to 55 cm . . . . . 4,75 \$  
 3194024-Symes 80 to 90 cm . . . . . 8,50  
 3194032-Tibial(PTB) 15 to 45 cm . . . . . 6,00  
 3194040-Tibial 55 to 80 cm . . . . . 6,50  
 3194057-Tibiofemoral 50 to 60 cm . . . . . 6,50  
 3194065-Femoral 20 to 50 cm . . . . . 6,00

**NYLON SHEATH WITH ELASTIC BAND**

3194081-Symes (PTB) 55 to 65 cm	8,75 \$
3194099-Symes 75 to 85 cm	10,50
3194107-Tibial(PTB) 25 to 55 cm	8,75
3194115-Tibial 50 to 75 cm	8,75
3194123-Tibiofemoral 45 to 55 cm	9,25
3194131-Femoral 15 to 45 cm	8,50
3194149-Femoral with V opening, 15 to 50 cm	11,00

**WOOL SOCKS WITH V OPENING – 3 PLY****Size No.1,2,3,4**

3194156-Femoral 15 to 50 cm	9,50 \$
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**5 PLY****Size No.1,2,3,4**

3194164-Femoral 15 to 50 cm	11,50 \$
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**PANT-STYLE SOCK**

3194180-For hemipelvic or coxofemoral amputation	20,00 \$
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**SUCTION SHEATHS**

3194206-Nylon suction sheath, all sizes	9,50 \$
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**LIST OF KNEES FOR CONVENTIONAL PROSTHESES**

3152709-Safety knee	179 \$
3152717-Manual locking knee	135
3152725-Hydraulic knee without lock	395
3152733-Hydraulic knee with lock	289
3152741-Pneumatic knee	332
3152758-Constant friction knee	96

**LIST OF KNEES FOR MODULAR PROSTHESES**

3152816-Constant friction knee	239 \$
3152824-Manual locking knee	295
3152832-Safety knee	336
3152840-Kolman knee	466

1125509-S.A.C.H. foot including installation	102
Duration of guarantee	3 months

1125517-Articulated foot including installation	164 \$
Duration of guarantee	3 months

3194503-Rotator for lower extremity prostheses	154 \$
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1145507-Symes socket with or without elastic material, or tibial socket including duration of manufacturing, adjustment and installation as well as material	341 \$
Duration of guarantee	3 months

1155506-Tibiofemoral socket including duration of manufacturing, adjustment and installation as well as material	440 \$
Duration of guarantee	3 months

1165505-Femoral socket including duration of manufacturing, adjustment and installation as well as material	459 \$
Duration of guarantee	3 months

1175504-Coxofemoral socket including duration of manufacturing, adjustment and installation as well as material	590 \$
Duration of guarantee	3 months

1185503-Hemipelvic socket including duration of manufacturing, adjustment and installation as well as material	590 \$
Duration of guarantee	3 months

1165513-Hip joint including installation –Femoral prosthesis upper part	59 \$
Duration of guarantee	1 month

1165521-Hip joint including installation –Femoral prosthesis lower part	86 \$
Duration of guarantee	1 month

1175603-Coxofemoral socket for a swivel walker including duration of manufacturing, adjustment and installation as well as material	138 \$
Duration of guarantee	3 months

3142502-Cosmetic cover for tibial or tibiofemoral modular prosthesis	62 \$
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3162609-Cosmetic cover for femoral, coxofemoral or hemipelvic modular prosthesis	100 \$
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**LIST OF ADJUSTMENTS TO PROSTHESES LOWER EXTREMITIES**

1146505-Lengthening of a tibial prosthesis or tibial part of a femoral prosthesis and new lamination	73 \$
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1166503-Lengthening of a femoral prosthesis, femoral part only, and new lamination	98 \$
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1146513-Socket lining-tibial prosthesis-leather, plastic or other material, including duration of adjustment as well as material	29 \$
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1166511-Socket lining-femoral prosthesis-leather, plastic or other material, including duration of adjustment as well as material	39 \$
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## **DIVISION II PROSTHESES-UPPER EXTREMITIES**

### **HAND PROSTHESES**

#### **Device**

1211754-Cosmetic finger restoration . . . . . 118 \$

#### **Components**

Plaster case

Cosmetic restoration

Duration of guarantee . . . . . 1 month

#### **Device**

1220508-Transmetacarpal amputation  
prosthesis . . . . . 490 \$

#### **Components**

Articulated mechanism

Plastic socket

Harnessing and control cable

Cosmetic glove

Two socks

Duration of guarantee . . . . . 6 months

#### **Device**

1221753-Cosmetic partial hand restoration . . . . 440 \$

#### **Components**

Plaster cast

Cosmetic glove with zipper

Duration of guarantee . . . . . 1 month

### **WRIST PROSTHESES**

#### **Device**

1230507-Wrist prosthesis . . . . . 446 \$

#### **Components**

Hook

Quick disconnect wrist

Plastic socket or other material

Leather or flexible metal straps

Harnessing and control cable

Two socks

Duration of guarantee . . . . . 6 months

#### **Device**

1231752-Cosmetic restoration . . . . . 367 \$

#### **Components**

Passive hand with flexible fingers

Plastic socket

Harnessing if necessary

Cosmetic glove

Two socks

Duration of guarantee . . . . . 3 months

### **CUBITAL PROSTHESES**

#### **Device**

1240506-Cubital prosthesis . . . . . 499 \$

#### **Components**

Hook

Quick disconnect wrist

Conventional plastic socket, Munster or other material

Leather straps

Harnessing and control cable

Two socks

Duration of guarantee . . . . . 6 months

#### **Device**

1241504-Modular cubital prosthesis . . . . . 465 \$

#### **Components**

Hook

Quick disconnect wrist

Conventional plastic socket, Munster or other material

Modular mechanism

Leather straps

Harnessing and control cable

Two socks

Duration of guarantee . . . . . 6 months

#### **Device**

1240514-Cubital prosthesis with elbow joints . . . 603 \$

#### **Components**

Hook

Quick disconnect wrist

Plastic socket

Flexible, single axis, polycentric joints or others

Harnessing and control cable

Two socks

Duration of guarantee . . . . . 6 months

#### **Device**

1241751-Cosmetic restoration . . . . . 387 \$

#### **Components**

Passive hand with flexible fingers

Plastic socket

Harnessing if necessary

Cosmetic glove

Two socks

Duration of guarantee . . . . . 3 months

### **CUBITOHUMERAL PROSTHESES**

#### **Device**

1250505-Cubitohumeral prosthesis . . . . . 775 \$

**Components**

Hook  
 Quick disconnect wrist  
 Forearm set-up and external locking elbow joints  
 Plastic socket  
 Harnessing and control cables  
 Two socks  
 Duration of guarantee . . . . . 6 months

**HUMERAL PROSTHESES****Device**

1260504—Humeral prosthesis . . . . . 712 \$

**Components**

Hook  
 Quick disconnect wrist  
 Plastic or cosmetic forearm set-up with external locking joints, or internal locking elbow and flexion assist mechanism if necessary  
 Plastic socket  
 Harnessing and control cables  
 Two socks  
 Duration of guarantee . . . . . 6 months

**Device**

1261502—Modular humeral prosthesis . . . . . 675 \$

**Components**

Hook  
 Quick disconnect wrist  
 Modular mechanism  
 Plastic socket  
 Harnessing and control cables  
 Two socks  
 Duration of guarantee . . . . . 6 months

**GLENOHUMERAL AND THORACIC PROSTHESES****Device**

1270503—Conventional glenohumeral prosthesis . . . . . 990 \$

**Components**

Hook  
 Quick disconnect wrist  
 Plastic or cosmetic forearm set-up internal locking elbow and flexion assist mechanism  
 Universal shoulder joint or others  
 Plastic socket  
 Harnessing, control cables and suspension  
 Nudge control  
 Two socks  
 Duration of guarantee . . . . . 6 months

**\*Device**

1271501—Glenohumeral modular prosthesis . . . 1 060 \$

**Components**

Hand  
 Cosmetic glove  
 Modular mechanism  
 Plastic socket  
 Harnessing and control cables  
 Two socks  
 Duration of guarantee . . . . . 6 months

**Device**

1280502—Conventional thoracic prosthesis . . . . . 990 \$

**Components**

Hook  
 Quick disconnect wrist  
 Plastic or cosmetic forearm set-up, internal locking elbow and flexion assist mechanism  
 Universal shoulder joint or others  
 Plastic socket  
 Harnessing, control cables and suspension  
 Nudge control  
 Two socks  
 Duration of guarantee . . . . . 6 months

**\*Device**

1281500—Thoracic modular prosthesis . . . . . 1 060 \$

**Components**

Hand  
 Cosmetic glove  
 Modular mechanism  
 Plastic socket  
 Harnessing and control cables  
 Two socks  
 Duration of guarantee . . . . . 6 months

**LIST OF COMPONENTS FOR PROSTHESES UPPER EXTREMITIES**

3222700—Passive hand and cosmetic glove . . . . . 90 \$  
 3222718—Otto Bock hand and cosmetic glove . . . 287  
 3222726—Becker Imperial hand and cosmetic glove . . . . . 287  
 3222734—Robin Aid RA-100 hand and cosmetic glove . . . . . 287  
 3222742—Dorrance hand and cosmetic glove . . . 395  
 3222759—A.P.R.L. self-closing hand and cosmetic glove . . . . . 395  
 3222809—A.P.R.L. self-opening hand and cosmetic glove . . . . . 395  
 3222767—Becker BLG-100 hand and cosmetic glove . . . . . 230  
 3222775—Robin Aid RA-200 hand and cosmetic glove . . . . . 230  
 3222783—Becker BP-100 hand and cosmetic glove . . . . . 191

3222908-Dorrance hook farmer type model 6 . . .	250 \$
3222940-Dorrance hook farmer type model 7LO . . . . .	108
3222916-A.P.R.L. 302-00 hook . . . . .	318
3222924-Sierra hook . . . . .	318
3222957-Hook with tool adapter including installation of tool adapters . . . . .	301
3222932-Other Dorrance hooks . . . . .	96
3232709-Radial or cubital flexion wrist Hosmer FW-200, FW-300 and FW-500 . . . . .	96
3232717-Radial or cubital flexion wrist Sierra 18-00 and WF-50 . . . . .	77
3223005-Cosmetic glove including installation . . .	46

**STUMP SOCKS-WOOL-WHITE-3 OR 5 PLY****Size A**

3293008-10 to 31 cm-4 to 12 in. . . . .	2,75 \$
3293016-35 to 51 cm-14 to 20 in. . . . .	4,25

**Size B**

3293024-10 to 31 cm-4 to 12 in. . . . .	3,25 \$
3293032-35 to 51 cm-14 to 20 in. . . . .	4,75

**WOOL-WHITE-6 PLY****Size A**

3293040-10 to 31 cm-4 to 12 in. . . . .	3,00 \$
3293057-35 to 51 cm-14 to 20 in. . . . .	4,75

**Size B**

3293065-10 to 31 cm-4 to 12 in. . . . .	3,50 \$
3293073-35 to 51 cm-14 to 20 in. . . . .	5,25

**WOOL-GREY-3 OR 5 PLY****Size A**

3293081-10 to 31 cm-4 to 12 in. . . . .	3,25 \$
3293099-35 to 51 cm-14 to 20 in. . . . .	5,00

**Size B**

3293107-10 to 31 cm-4 to 12 in. . . . .	3,50 \$
3293115-35 to 51 cm-14 to 20 in. . . . .	5,50

**COTTON OR MERCERIZED COTTON-WHITE-3 OR 5 PLY****Size A**

3293123-10 to 31 cm-4 to 12 in. . . . .	2,00 \$
3293131-35 to 51 cm-14 to 20 in. . . . .	2,75

**Size B**

3293149-10 to 31 cm-4 to 12 in. . . . .	2,00 \$
3293156-35 to 51 cm-14 to 20 in. . . . .	3,00

1235506-Wrist prosthesis socket including duration of manufacturing, adjustment and installation as well as material . . . . .	236 \$
Duration of guarantee . . . . .	3 months

1245505-Cubital socket without elbow joint including duration of manufacturing, adjustment and installation as well as material . . . . .	236 \$
Duration of guarantee . . . . .	3 months

1245513-Cubital socket with elbow joint including duration of manufacturing, adjustment and installation as well as material . . . . .	315 \$
Duration of guarantee . . . . .	3 months

1255504-Cubito humeral socket including duration of manufacturing, adjustment and installation as well as material . . . . .	341 \$
Duration of guarantee . . . . .	3 months

1265503-Humeral socket including duration of manufacturing, adjustment and installation as well as material . . . . .	341 \$
Duration of guarantee . . . . .	3 months

1275502-Glenohumeral socket including duration of manufacturing, adjustment and installation as well as material . . . . .	387 \$
Duration of guarantee . . . . .	3 months

1285501-Thoracic socket including duration of manufacturing, adjustment and installation as well as material . . . . .	387 \$
Duration of guarantee . . . . .	3 months

1295609-Harnessing, all types of prostheses, including duration of manufacturing, adjustment and installation as well as material . . . . .	33 \$
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1295617-Control cable, terminal connections and housing including duration of manufacturing, adjustment and installation as well as material . . . . .	28 \$
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1295625-Flexion assist mechanism for elbow including duration of adjustment and installation as well as material . . . . .	46 \$
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1295633-Nudge control including duration of adjustment and installation as well as material . . . . .	73 \$
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**LIST OF ADJUSTMENTS TO PROSTHESES UPPER EXTREMITIES**

1246503-Lengthening of a cubital prosthesis or cubital part of a humeral prosthesis . . . . .	82 \$
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### DIVISION III ORTHESES—LOWER EXTREMITIES

#### TIBIAL ORTHESES

##### Device

2140564—Tibial orthosis with unilateral upright . . . 75 \$

##### Components

Stirrup

Ankle joint—all kinds

Calf band

Malleolar strap if necessary

##### Supplement

3492501—Cane . . . . . 5 \$

3492550—\* Crutches . . . . . 18

3132503—Additional stirrup installed . . . . . 32

Duration of guarantee . . . . . 3 months

##### Device

2140507—Tibial orthosis with bilateral uprights . . . . . 111 \$

##### Components

Stirrup

Ankle joints—all kinds

Calf band

Malleolar strap if necessary

##### Supplement

3492501—Cane . . . . . 5 \$

3492550—\* Crutches . . . . . 18

3132503—Additional stirrup installed . . . . . 32

Duration of guarantee . . . . . 3 months

##### Device

2140515—Spring tibial orthosis . . . . . 52 \$

##### Components

Stirrup

Lateral piano wire uprights

Calf band

##### Supplement

3492501—Cane . . . . . 5 \$

3132503—Additional stirrup installed . . . . . 32

Duration of guarantee . . . . . 1 month

##### Device

2140523—Laminated plastic tibial orthosis . . . . . 118 \$

##### Components

Extension under the foot

Straps

##### Supplement

3492501—Cane . . . . . 5 \$

Duration of guarantee . . . . . 3 months

##### Device

2140531—Molded plastic tibial orthosis . . . . . 98 \$

##### Components

Extension under the foot

Straps

##### Supplement

3492501—Cane . . . . . 5 \$

Duration of guarantee . . . . . 3 months

##### Device

2140549—Tibial fracture orthosis . . . . . 184 \$

##### Components

Stirrup and lateral uprights kit

Socket

Malleolar strap if necessary

Duration of guarantee . . . . . 1 month

#### TIBIOFEMORAL ORTHESES

##### Device

2150506—Laminated plastic orthosis . . . . . 190 \$

##### Components

Splint for the thigh, knee leg

##### Supplement

3492501—Cane . . . . . 5 \$

Duration of guarantee . . . . . 3 months

##### Device

2150514—Molded plastic orthosis . . . . . 138 \$

##### Components

Splint for the thigh, knee, leg

##### Supplement

3492501—Cane . . . . . 5 \$

Duration of guarantee . . . . . 3 months

##### Device

2150522—Orthosis with joints . . . . . 208 \$

##### Components

Thigh lacer

Knee joints with or without lock

Knee cap

##### Supplement

3492659—Turnbuckle . . . . . 23 \$

3492501—Cane . . . . . 5

Duration of guarantee . . . . . 3 months

##### Device

2150548—Molded plastic orthosis with joints . . . . 255 \$

##### Components

Knee joints with or without lock

Femoral part and tibial part

**Supplement**

3492659—Turnbuckle . . . . .	23 \$
3492501—Cane . . . . .	5
Duration of guarantee . . . . .	3 months

**Device**

2150555—Swedish orthosis . . . . .	88 \$
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**Supplement**

3492501—Cane . . . . .	5 \$
Duration of guarantee . . . . .	3 months

**Device**

2150563—Lennox-hill derotation orthosis . . . . .	368 \$
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**Supplement**

3492501—Cane . . . . .	5 \$
Duration of guarantee . . . . .	3 months

**FEMORAL ORTHESIS****Device**

2160505—Femoral orthosis . . . . .	289 \$
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**Components**

Stirrup  
 Ankle joints—all kinds  
 Calf band  
 Knee joints—all kinds  
 Thigh lacer  
 Knee cap, if necessary  
 Malleolar strap if necessary

**Supplement**

3492501—Cane . . . . .	5 \$
3492550—Crutches . . . . .	18
3492600—Canadian crutches . . . . .	53
3132503—Additional stirrup installed . . . . .	32
Duration of guarantee . . . . .	3 months

**Device**

2160547—Molded plastic femoral orthosis . . . . .	158 \$
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**Supplement**

3492501—Cane . . . . .	5 \$
3492550—Crutches . . . . .	18
3492600—Canadian crutches . . . . .	53
Duration of guarantee . . . . .	3 months

**Device**

2160513—Femoral orthosis with ischiatic support . . . . .	354 \$
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**Components**

Stirrup  
 Ankle joints—all kinds  
 Calf band  
 Knee joints—all kinds  
 Prefabricated plastic socket, thigh lacer, leather or other material

**Required means of suspension**

Knee cap if necessary  
 Malleolar strap if necessary

**Supplement**

3492501—Cane . . . . .	5 \$
3492550—Crutches . . . . .	18
3492600—Canadian crutches . . . . .	53
3132503—Additional stirrup installed . . . . .	32
Duration of guarantee . . . . .	3 months

**Device**

2160554—Molded plastic femoral orthosis with ischiatic support . . . . .	199 \$
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**Supplement**

3492501—Cane . . . . .	5 \$
3492550—Crutches . . . . .	18
3492600—Canadian crutches . . . . .	53
Duration of guarantee . . . . .	3 months

**Device**

2160562—Laminated plastic femoral orthosis with ischiatic support . . . . .	258 \$
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**Supplement**

3492501—Cane . . . . .	5 \$
3492550—Crutches . . . . .	18
3492600—Canadian crutches . . . . .	53
Duration of guarantee . . . . .	3 months

**Device**

2160521—Femoral orthosis without knee joints . . . . .	197 \$
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**Components**

Stirrup  
 Ankle joints—all kinds  
 Calf band  
 Thigh lacer if necessary  
 Thomas ring  
 Knee cap if necessary  
 Malleolar strap if necessary

**Supplement**

3492501—Cane . . . . .	5 \$
3492550—Crutches . . . . .	18
3492600—Canadian crutches . . . . .	53
3132503—Additional stirrup installed . . . . .	32
Duration of guarantee . . . . .	3 months

**Device**

2160539—Femoral orthosis with unilateral upright . . . . .	210 \$
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**Components**

Stirrup  
 Ankle joints—all kinds  
 Calf band  
 Knee joints—all kinds



Thigh lacer  
Corrective knee cap  
Malleolar strap

**Supplement**

3492550—Crutches . . . . . 18 \$  
3492600—Canadian crutches . . . . . 53  
3132503—Additional stirrup installed . . . . . 32  
3172509—Hip joint and pelvic band . . . . . 64  
Duration of guarantee . . . . . 3 months

**COXOFEMORAL ORTHESES****Device**

2170504—Coxofemoral orthosis . . . . . 348 \$

**Components**

Stirrup  
Ankle joints—all kinds  
Calf band  
Knee joints—all kinds  
Thigh lacer  
Hip joint—all kinds  
Pelvic belt  
Knee cap if necessary  
Malleolar strap if necessary

**Supplement**

3492501—Cane . . . . . 5 \$  
3492550—Crutches . . . . . 18  
3492600—Canadian crutches . . . . . 53  
3132503—Additional stirrup installed . . . . . 32  
Duration of guarantee . . . . . 3 months

**Device**

2170512—Coxofemoral orthosis with ischiatic support . . . . . 373 \$

**Components**

Stirrup  
Ankle joints—all kinds  
Calf band  
Knee joints—all kinds  
Leather or plastic thigh lacer with ischiatic support  
Hip joint—all kinds  
Pelvic belt  
Knee cap if necessary  
Malleolar strap if necessary

**Supplement**

3492501—Cane . . . . . 5 \$  
3492550—Crutches . . . . . 18  
3492600—Canadian crutches . . . . . 53  
3132503—Additional stirrup installed . . . . . 32  
Duration of guarantee . . . . . 3 months

**OTHER ORTHESES LOWER EXTREMITIES****Device**

2190502—Abduction orthosis rivet-on or detachable type, including installation . . . . . 22 \$  
Duration of guarantee . . . . . 1 month

**Device**

2190510—Twister . . . . . 87 \$

**Components**

Stirrup if necessary  
Torsion cable  
Knee joint if necessary  
Pelvic belt

**Supplement**

3492550—Crutches . . . . . 18 \$  
3492600—Canadian crutches . . . . . 53  
Duration of guarantee . . . . . 1 month

**Device**

2190528—Diamond type abduction orthosis including abduction bar . . . . . 126 \$  
Duration of guarantee . . . . . 1 month

**Device**

2190544—Molded plastic abduction prosthesis . . . 211 \$

**Supplement**

3122603—Extension to foot included . . . . . 123 \$  
Duration of guarantee . . . . . 3 months

**Device**

2190536—Abduction orthosis—other types . . . . . 46 \$  
Duration of guarantee . . . . . 1 month

**Device**

2192250—Legg-Perthes orthoses—Toronto type (bilateral) . . . . . 380 \$

**Supplement**

3492550—Crutches . . . . . 18 \$  
3492600—Canadian crutches . . . . . 53  
Duration of guarantee . . . . . 3 months

**Device**

2192268—Legg-Perthes orthosis—Chicago type (unilateral) . . . . . 282 \$

**Supplement**

3492550—Crutches . . . . . 18 \$  
3492600—Canadian crutches . . . . . 53  
Duration of guarantee . . . . . 3 months

**Device**

2192276—Parapodium . . . . . 315 \$  
Duration of guarantee . . . . . 3 months

**Device**

2192284—Orthopodium . . . . . 203 \$  
 Duration of guarantee . . . . . 3 months

**LIST OF COMPONENTS FOR ORTHESES LOWER EXTREMITIES**

3132503—Regular stirrup installed . . . . . 32 \$  
 3132545—Rectangular stirrup installed . . . . . 59  
 3132511—Stirrup for tibial spring orthosis  
 installed . . . . . 18  
 3132529—Single malleolar strap . . . . . 15  
 3132537—Double malleolar strap . . . . . 27  
 3132501—Knee cap and straps . . . . . 16

**LIST OF ADJUSTMENTS TO ORTHESES LOWER EXTREMITIES**

2136752—Stirrup change over . . . . . 16 \$  
 2146751—Lengthening of a tibial orthosis . . . . . 21  
 2146769—Lengthening of a femoral orthosis—tibial  
 part . . . . . 21  
 2176758—Lengthening of a femoral orthosis—  
 coxofemoral joint . . . . . 11

**DIVISION IV  
ORTHESES—UPPER EXTREMITIES****FINGER AND HAND ORTHESES****Device**

2210508—Passive orthosis for extension of  
 fingers only . . . . . 46 \$  
 Duration of guarantee . . . . . 2 months

**Device**

2210516—Dynamic orthosis for flexion or  
 extension of knuckles . . . . . 60 \$  
 Duration of guarantee . . . . . 2 months

**Device**

2230506—Dynamic orthosis for extension of fingers  
 with wrist joints and forearm support . . . . . 80 \$  
 Duration of guarantee . . . . . 2 months

**Device**

2230514—Tenedesis orthosis for flexion or  
 extension of wrist . . . . . 190 \$  
 Duration of guarantee . . . . . 2 months

**CUBITAL OR RADIAL DEVIATION ORTHESES****Device**

2230522—Passive orthosis for extension of wrist  
 and hand (dorsal or palmar) . . . . . 59 \$  
 Duration of guarantee . . . . . 2 months

**Device**

2230530—Dynamic orthosis for flexion or ex-  
 tension of wrist and fingers, or cubital or  
 radial deviation of wrist and fingers . . . . . 100 \$  
 Duration of guarantee . . . . . 2 months

**CUBITO HUMERAL AND GLENO HUMERAL  
ORTHESES****Device**

2250504—Molded plastic passive orthosis for  
 elbow . . . . . 200 \$

**Components**

Elbow joints

Turnbuckle

Straps

Duration of guarantee . . . . . 3 months

**Device**

2270502—Functional orthosis for the forearm,  
 arm and shoulder . . . . . 354 \$

**Components**

Elbow locking joint

Straps

**Supplement**

3272507—Shoulder joint if necessary . . . . . 140 \$  
 Duration of guarantee . . . . . 3 months

**Device**

2270510—Passive orthosis airplane type for the  
 forearm, arm and shoulder . . . . . 197 \$  
 Duration of guarantee . . . . . 3 months

**Device**

2270528—Functional orthosis airplane type for  
 the forearm, arm and shoulder . . . . . 380 \$

**Components**

Elbow joint

Shoulder joint

Straps

Duration of guarantee . . . . . 3 months

**Device**

2270536—Erb paralysis orthosis . . . . . 111 \$  
 Duration of guarantee . . . . . 3 months

**DIVISION V  
ORTHESES—TRUNK****TRUNK ORTHESES****Device**

2320505—Custom-made lombosacral orthosis . . . . 162 \$  
 Duration of guarantee . . . . . 3 months

**Device**

2320521—Prefabricated lumbosacral orthosis . . . .80 \$  
Duration of guarantee . . . . . 3 months

**Device**

2320513—Molded plastic lumbosacral orthosis . . .223 \$  
Duration of guarantee . . . . . 3 months

**Device**

2340503—Custom-made dorsolombar orthosis . . .144 \$

**Supplement**

3342508—Axilla crutches . . . . .28 \$  
Duration of guarantee . . . . . 3 months

**Device**

2340552—Prefabricated lumbosacral orthosis . . . .80 \$  
Duration of guarantee . . . . . 3 months

**Device**

2340537—Plastic dorsolombar orthosis . . . . .235 \$  
Duration of guarantee . . . . . 3 months

**Device**

2340560—Prefabricated lordosis control orthosis . . .80 \$  
Duration of guarantee . . . . . 3 months

**Device**

2340545—Custom-made lordosis control  
orthosis . . . . .154 \$  
Duration of guarantee . . . . . 3 months

**Device**

2350502—Thoracosacrolombar orthosis . . . . .138 \$  
Duration of guarantee . . . . . 3 months

**Device**

2350510—Thoracosacrolombar orthosis with  
corrective pad . . . . .173 \$  
Duration of guarantee . . . . . 3 months

**Device**

2350528—Prefabricated hyperextension orthosis . . . . .110 \$  
Duration of guarantee . . . . . 3 months

**Device**

2380509—Cervicodorsolombosacral orthosis  
(Milwaukee) . . . . .551 \$  
Duration of guarantee . . . . . 3 months

**Device**

2380533—Cervicodorsolombosacral orthosis  
(Lyonnaise) . . . . .675 \$  
Duration of guarantee . . . . . 3 months

**Device**

2380525—Corrective dorsolombar orthosis  
(Boston) . . . . .482 \$  
Duration of guarantee . . . . . 3 months

**Device**

2386001—Replacement of the pelvic portion of  
a cervicodorsolombosacral orthosis . . . . .265 \$  
Duration of guarantee . . . . . 3 months

**CERVICAL ORTHESES****Device**

2370500—Molded plastic cervical orthosis . . . . .94 \$  
Duration of guarantee . . . . . 1 month

**Device**

2370559—Molded plastazote cervical orthosis,  
custom-made . . . . .60 \$  
Duration of guarantee . . . . . 1 month

**Device**

2370518—Two or four vertical posts cervical  
orthosis . . . . .71 \$  
Duration of guarantee . . . . . 1 month

**Device**

2370526—Cervical spine control orthosis  
minerva type . . . . .357 \$  
Duration of guarantee . . . . . 1 month

**Device**

2370534—Cervical orthosis S.O.M.I. type  
or similar . . . . .168 \$  
Duration of guarantee . . . . . 1 month

**Device**

2370542—S.O.M.I. orthosis modified with  
halo ring . . . . .275 \$  
Duration of guarantee . . . . . 1 month

**DIVISION VI****FUNCTIONAL ACCESSORIES AND OTHER  
ITEMS****FUNCTIONAL ACCESSORIES****Device**

4497004—Adjustable walker without wheels . . . . .32 \$

**Device**

4497012—Adjustable rollator with wheels . . . . .89 \$

**PART III**  
**PROSTHESES, ORTHOPEDIC DEVICES,**  
**APPARATUS OR OTHER EQUIPMENT DEEMED**  
**INSURED SERVICES WHEN PROVIDED**  
**SOLELY BY AN ESTABLISHMENT**

Prostheses, orthopedic devices, apparatus or other equipment are deemed insured services when provided solely by an establishment.

Special rule of application :

**Rule 17 :** When the indication s.c. (special consideration) replaces the purchase or replacement price payable for a device, the cost is determined in the following manner :

(a) duration of manufacturing : 5,50 \$ per quarter of an hour or fraction thereof;

(b) material : at cost price.

The duration of manufacturing and the list of materials used and their price must be forwarded to the Board.

**DIVISION I**  
**PROSTHESES—LOWER EXTREMITIES**

**TIBIAL PROSTHESES**

**\* Device**

1142009—Other prostheses . . . . . s.c.  
 Duration of guarantee . . . . . 6 months

**FEMORAL PROSTHESES**

**\* Device**

1161744—Other model prostheses . . . . . s.c.

**Supplement**

3492501—Cane . . . . . 5 \$  
 3492550—Crutches . . . . . 18  
 3492600—Canadian crutches . . . . . 53  
 Duration of guarantee . . . . . 6 months

**\* Device**

1190503—Other prostheses . . . . . s.c.  
 Duration of guarantee . . . . . 6 months

**COXOFEMORAL AND HEMIPELVIC**  
**PROSTHESES**

**\* Device**

1171743—Other coxofemoral modular prostheses . . s.c.

**Supplement**

3492501—Cane . . . . . 5 \$  
 3492550—Crutches . . . . . 18  
 3492600—Canadian crutches . . . . . 53  
 Duration of guarantee . . . . . 6 months

**\* Device**

1181742—Other hemipelvic modular prostheses . . . s.c.

**Supplement**

3492501—Cane . . . . . 5 \$  
 3492550—Crutches . . . . . 18  
 3492600—Canadian crutches . . . . . 53  
 Duration of guarantee . . . . . 6 months

**Device**

1172006—Swivel walker . . . . . 262 \$

**Components**

Two lower platforms  
 Ball bearings at ankle  
 Springs for rotation at ankle  
 Two pylons  
 Ball bearings at hip  
 Upper platform  
 Plastic socket  
 Duration of guarantee . . . . . 6 months

**DIVISION II**  
**PROSTHESES—UPPER EXTREMITIES**

**\* Device**

1242007—Cubital CO<sub>2</sub> prosthesis . . . . . s.c.  
 Duration of guarantee . . . . . 6 months

**\* Device**

1262005—Humeral CO<sub>2</sub> prosthesis . . . . . s.c.  
 Duration of guarantee . . . . . 6 months

**\* Device**

1272004—Glenohumeral CO<sub>2</sub> prosthesis . . . . . s.c.  
 Duration of guarantee . . . . . 6 months

**\* Device**

1282003—Thoracic CO<sub>2</sub> prosthesis . . . . . s.c.  
 Duration of guarantee . . . . . 6 months

**\* Device**

1242106—Myoelectric cubital prosthesis . . . . . s.c.  
 Duration of guarantee . . . . . 6 months

**\* Device**

1262104—Myoelectric humeral prosthesis . . . . . s.c.  
 Duration of guarantee . . . . . 6 months

**\* Device**

1242205—Electromechanical cubital prosthesis . . . s.c.  
 Duration of guarantee . . . . . 6 months

**\* Device**

1262203—Electromechanical humeral prosthesis . . . s.c.  
 Duration of guarantee . . . . . 6 months

**\* Device**

1272202—Electromechanical glenohumeral  
prosthesis . . . . . s.c.  
Duration of guarantee . . . . . 6 months

**\* Device**

1282201—Electromechanical thoracic prosthesis . . . s.c.  
Duration of guarantee . . . . . 6 months

**\* Device**

1292242—Other non-conventional prostheses  
manufactured according to special techniques  
and procedures from non-standard or special  
components . . . . . s.c.  
Duration of guarantee . . . . . 6 months

**DIVISION III****ORTHESES—LOWER EXTREMITIES****TIBIAL ORTHESES****\* Device**

2140556—Laminated plastic tibial orthosis  
S.P.T.S. type . . . . . s.c.

**Supplement**

3492501—Cane . . . . . 5 \$  
Duration of guarantee . . . . . 3 months

**OTHER ORTHESES—LOWER EXTREMITIES •****\* Device**

2192300—Orthomobile and others . . . . . s.c.  
Duration of guarantee . . . . . 3 months

**\* Device**

2190601—Other orthoses . . . . . s.c.  
Duration of guarantee . . . . . 3 months

**DIVISION IV****ORTHESES—UPPER EXTREMITIES****\* Device**

2290609—Other orthoses . . . . . s.c.  
Duration of guarantee . . . . . 3 months

**DIVISION V****ORTHESES—TRUNK****TRUNK ORTHESES****\* Device**

2380517—Cervicopelvic traction orthosis . . . . . 411 \$  
Duration of guarantee . . . . . 3 months

**\* Device**

2390607—Other trunk orthoses . . . . . s.c.  
Duration of guarantee . . . . . 3 months

**DIVISION VI****FUNCTIONAL ACCESSORIES**

**Rule 18 :** The components of each wheelchair listed below include, where applicable, the frame intended for cases of paraplegia, amputation or cerebral motor disturbances.

**Rule 19 :** The Board assumes the cost of purchase, replacement or repair of wheelchairs other than electric wheelchairs in the following cases :

- (a) hemiplegia with posture or balance trouble ;
- (b) paraplegia ;
- (c) quadriplegia ;
- (d) bilateral femoral, bilateral coxofemoral amputations and bilateral hemipelvectomies ;
- (e) permanent impotence of the lower extremities in cases of spastic troubles, ataxy and athetosis ;
- (f) functional trouble the cause of which is traumatic, congenital or acquired that permanently prevents the use of lower extremities.

**Rule 20 :** The Board assumes the cost of purchase, replacement or repair of electric wheelchairs in the following cases :

- (a) traumatic quadriplegia where the injury is located at level C3-C4, C4-C5, C5-C6 ;
- (b) permanent impotence of the 2 upper extremities and of at least one lower extremity.

**Rule 21 :** The cost of lightweight model wheelchairs is assumed for persons weighing no more than 77 kg.

**FUNCTIONAL ACCESSORIES****Device**

4498002—Tiny tot model wheelchair . . . . . 279 \$

**Components**

5 in. (12,70 cm) casters  
Safety brakes  
Fixed armrests  
Adjustable footrests

**Supplement**

4499505—Detachable elevating legrests . . . . . 85 \$

**Device**

4498028—Tiny tot model wheelchair . . . . . 300 \$

**Components**

8 in. (20,32 cm) casters  
Safety brakes  
Fixed armrests  
Adjustable footrests

**Supplement**

4499505-Detachable elevating legrests . . . . . 85 \$

**Device**

4498044-Standard model wheelchair with fixed armrests . . . . . 300 \$

**Components**8 in. (20,32 cm) casters  
Safety brakes  
Detachable telescopic footrests**Supplement**

4499505-Detachable elevating legrests . . . . . 85 \$

**Device**

4498069-Standard model wheelchair with detachable desk arms, secretary type . . . . . 400 \$

**Components**8 in. (20,32 cm) casters  
Safety brakes  
Detachable telescopic footrests**Supplement**

4499505-Detachable elevating legrests . . . . . 85 \$

**Device**

4498085-Semi-reclining back model wheelchair . . . . . 400 \$

**Components**8 in. (20,32 cm) casters  
Safety brakes  
Fixed armrests  
Detachable telescopic footrests**Supplement**4499521-Detachable desk arms (secretary type) . . . . . 85 \$  
4499505-Detachable elevating legrests . . . . . 85**Device**

4498101-Wheelchair fully reclining back model . . . . . 420 \$

**Components**8 in. (20,32 cm) casters  
Safety brakes  
Fixed armrests  
Detachable telescopic footrests**Supplement**4499521-Detachable desk arms (secretary type) . . . . . 85 \$  
4499505-Detachable elevating legrests . . . . . 85**Device**

4498127-Amputee model wheelchair . . . . . 300 \$

**Components**8 in. (20,32 cm) casters  
Safety brakes  
Fixed armrests**Supplement**4499521-Detachable desk arms, secretary type . . . 85 \$  
4499547-Detachable telescopic footrests . . . . . 30**Device**

4498143-Junior posture model wheelchair . . . . . 523 \$

**Components**8 in. (20,32 cm) casters  
Safety brakes  
Fixed armrests  
Adjustable footrests**Device**

4498168-Adult posture model wheelchair . . . . . 560 \$

**Components**8 in. (20,32 cm) casters  
Safety brakes  
Fixed armrests  
Detachable telescopic footrests**Supplement**

4499562-Detachable elevating legrests . . . . . 85 \$

**Device**

4498184-Transfer model wheelchair . . . . . 205 \$

**Components**8 in. (20,32 cm) wheels  
Safety brakes  
Fixed armrests  
Luggage rack  
Adjustable telescopic footrests**Device**

4498309-Lightweight model wheelchair with fixed armrests . . . . . 380 \$

**Components**8 in. (20,32 cm) casters  
Safety brakes  
Fixed armrests  
Detachable telescopic footrests**Supplement**

4499505-Detachable elevating legrests . . . . . 85 \$

**Device**

4498317-Lightweight model wheelchair with removable armrests . . . . . 465 \$

**Components**8 in. (20,32 cm) casters  
Safety brakes  
Removable armrests  
Detachable telescopic footrests

**Supplement**

4499505—Detachable elevating legrests . . . . . 85 \$

**Device**

4498325—Heavy-duty model wheelchair with fixed armrests . . . . . 475 \$

**Components**

8 in. (20,32 cm) casters

Safety brakes

Fixed armrests

Detachable telescopic legrests

**Supplement**

4499505—Detachable elevating legrests . . . . . 85 \$

**Device**

4498333—Heavy-duty model wheelchair with removable armrests . . . . . 575 \$

**Components**

8 in. (20,32 cm) casters

Safety brakes

Fixed armrests

Removable armrests

Detachable telescopic legrests

**Supplement**

4499505—Detachable elevating legrests . . . . . 85 \$

**\* Device**

4498408—Custom-made wheelchair for uncommon heights and weights . . . . . s.c.

**\* Device**

4498242—Electric model wheelchair . . . . . s.c.

**LIST OF SUPPLEMENTS FOR WHEELCHAIRS—ALL MODELS**

4499000—8 in. (1) inflated or semi-pneumatic tires . . . . .	42 \$
4499026—24 in. (60,96 cm) tires . . . . .	30
4499042—Cane or crutch holder . . . . .	13
4499067—Brake extensions (2) . . . . .	7
4499083—Safety belt with buckle . . . . .	18
4499109—Safety belt with Velcro . . . . .	15
4499125—Hook-on headrest . . . . .	23
4499141—Bolt-on with headwings headrest . . . . .	55
4499166—Heel strap . . . . .	10
4499182—One-arm drive . . . . .	200
4499208—Handrim with vertical tipped projections (2) . . . . .	50
4499224—Handrim with oblique tipped projections (2) . . . . .	71
4499240—Plastic-coated handrim (2) . . . . .	16
4499265—Rubber handrim cover . . . . .	11
4499281—Anti-tipping device (2) . . . . .	45
4499380—Amputee adapters (2) . . . . .	33

4499406—Heel loop (1) . . . . .	6 \$
4499422—Toe loop (1) . . . . .	9
4499448—Molded seat . . . . .	s.c.

**Foam rubber cushion covered with cloth**

4499307—2 in. (5,08 cm) thickness . . . . . 23

4499315—3 in. (7,62 cm) thickness . . . . . 28

4499323—4 in. (10,16 cm) thickness . . . . . 33

**Foam rubber cushion covered with leatherette**

4499331—2 in. (5,08 cm) thickness . . . . . 35

4499349—3 in. (7,62 cm) thickness . . . . . 41

4499356—4 in. (10,16 cm) thickness . . . . . 46

4499463—Inflated cushion . . . . . 40

4499604—\* Special cushion . . . . . s.c.

**SCHEDULE B**

(ss. 56 to 58)

**VISUAL AIDS DEEMED INSURED AND THEIR TARIFF**

In this Schedule, unless the context indicates otherwise, the following words mean :

(a) "aid" : a visual aid as described in this Schedule and loaned to a visually handicapped person by a recognized establishment ;

(b) "supplement" : an accessory necessary for improving the function of an aid.

**PART I****GENERAL RULES OF APPLICATION**

**Rule 1 :** A recognized establishment may lend to a visually handicapped person who is unable to read, write or travel, the aids listed in Section I of the list of aids and their tariff.

**Rule 2 :** A recognized establishment may lend to a visually handicapped person who is unable to read, the aids listed in Section II of the list of aids and their tariff.

**Rule 3 :** A recognized establishment may lend to a visually handicapped person who is unable to travel, the aids listed in Section III of the list of aids and their tariff.

**Rule 4 :** A recognized establishment must, before lending an aid to a visually handicapped person, confirm with the Board that the latter has not already reimbursed the cost of such aid to another recognized establishment.

**Rule 5 :** The aid is loaned only when a visually handicapped person has undergone the training required for its utilization.

**Rule 6 :** The Board shall reimburse, in respect of the same visually handicapped person the cost of purchase and replacement of only one aid of the same type which has identical functions.

**Rule 7 :** The Board shall reimburse the cost of replacement of an aid in the following cases : following the recommendation of a recognized establishment to the effect that the aid can no longer function under normal conditions of use or that the physical condition of the visually handicapped person has changed or that the visually handicapped person is deprived of the aid for reasons beyond his control.

**Rule 8 :** The reimbursement of the cost of any repair shall not exceed 70% of the cost of purchase or replacement of an aid. Where the evaluation of the cost of repair exceeds 70%, a recognized establishment shall then replace the aid and the Board shall only reimburse the cost of replacement in accordance with this Regulation.

**Rule 9 :** The reimbursement of the cost of repairs shall be determined in the following manner :

- (a) the cost of labour ;
- (b) material : at cost price.

It is necessary to forward to the Board the information respecting the duration of the repair and the list of materials used and their price.

**Rule 10 :** The cost of a supplement shall be reimbursed only if the supplement is entered under the description of an aid or a category of aids mentioned in this Schedule under the item "supplement".

**Rule 11 :** A recognized establishment must first lend the aids which have already been reimbursed by the Board and produce a statement of account prescribed under section 72 of the Act.

**Rule 12 :** When the mention s.c. (special consideration) replaces the price of purchase or replacement to be paid for an aid or for a supplement, the Board shall assume the actual cost of the aid or supplement. The total cost of all the supplements of a device shall not exceed 25% of the cost of purchase of such device.

## PART II

### VISUAL AIDS ARE DEEMED INSURED SERVICES WHEN THEY ARE LOANED BY A RECOGNIZED ESTABLISHMENT

	Maximum price	Sections I II III
READING AIDS		
Optical to tactile pulse converter :	3 425 \$	X

	Maximum price	Sections I II III
Supplement :		
— Adding machine lens	120 \$	X
— Typewriter lens	260 \$	X
— Lens with adjustable focus	120 \$	X
— Guide control	65 \$	X

### Recording and listening instrument :

— Sound recorder having electronic capacity control or variable or conventional speed (tape or cartridge)	350 \$	X	X
— Portable sound recorder	75 \$	X	X

### Supplement to one or other of the different types :

— Speakers	50 \$	X	X
— Microphone	12 \$	X	X
— Recording meter	s.c.	X	X
— Tape position indicator	s.c.	X	X
— Cartridge indicator	s.c.	X	X
— Remote foot control	10 \$	X	X
— Linking up converter	10 \$	X	X

### Television set :

— Table model including the unit permitting distance viewing, screen support, receiver, light pen, carrying case for the camera and protective bag for the camera	2 400 \$		X
— Portable model including the light pen and the protective bag for the camera	1 825 \$		X



	Maximum price	Sections				Maximum price	Sections		
		I	II	III			I	II	III
— Complete system adaptable to a type-writer including a light pen	4 665 \$		X		— Bifocals with summation greater than 4 dioptries	s.c.		X	
Supplement to one or other of these instruments :					<b>Calculators :</b>				
— Additional work table	45 \$		X		— Electronic sound	550 \$		X	
— Height adjustment device	50 \$		X		— Digital	25 \$		X	
— Protective bag with outside pocket for the portable table	30 \$		X		— Electronic Braille with tactile reader	1 000 \$		X	
— Screen separator	145 \$		X		<b>Braille typewriter with tactile reader :</b>	250 \$		X	
<b>Non-optical aids :</b>					<b>WRITING AIDS</b>				
— Filter designed specifically for infra-red (No.1-R)	15 \$		X		— Handwriting aid	40 \$	X		
— Typoscope	10 \$		X		— Conventional manual typewriter	150 \$	X		
— View-finder	20 \$		X		— Conventional electric typewriter	300 \$	X		
— Stenopeic disc	10 \$		X		— Braille writing aids : manual typewriter	225 \$	X		
— Eye-bath	15 \$		X		— electric typewriter	775 \$	X		
— Obturator	s.c.		X		— frames and point for handwriting	25 \$	X		
— Reading support stands	75 \$		X		— Braille tape marker	s.c.	X		
<b>Optical aids :</b>					<b>AIDS TO MOBILITY</b>				
— Telescopic system : monocular	275 \$		X		— Cane	16 \$	X		X
— binocular	450 \$		X		— Seeing-eye dog : cost of acquisition	160 \$	X		X
— Microscopic system : monocular	175 \$		X		— maintenance costs	250 \$/year			
— binocular	275 \$		X		<b>SCHEDULE C</b>				
Supplement to one or other of the systems :					(ss. 61, 62, 63 and 65)				
— glasses	125 \$		X		<b>INSURED HEARING AIDS AND THEIR TARIFFS</b>				
— contact lenses	120 \$		X		<b>I.</b> In this Schedule, unless the context indicates otherwise, the following expressions, words and abbreviations mean :				
— Contact lenses with artificial pupilla	100 \$		X		(a) "hearing aid" : any electronic in-the-ear, standard or IROS behind-the-ear, eyeglass or body instrument or device providing amplification by air or bone conduction with an omni- or unidirectional microphone, and used to compensate for a hearing loss ;				
— Magnifiers and magnifying glasses	35 \$		X						
Supplement :									
— Appropriate support	s.c.		X						

(b) "IROS" : standard (monaural) behind-the-ear hearing aid with an open earmold ;

(c) "CROS" : behind-the-ear hearing aid placed on one ear and equipped with a microphone placed on the other ear ;

(d) "high-CROS" : a CROS behind-the-ear hearing aid with high frequency emphasis ;

(e) "mini-CROS" : a CROS arrangement that is not connected by a tube to the elbow of the hearing aid ;

(f) "focal-CROS" : a CROS hearing aid with the microphone placed in the external auditory canal or connected to a tube extending into the external auditory canal ;

(g) "FROS" : a CROS arrangement connected to the microphone through the glasses frame ;

(h) "BI-CROS" : a standard behind-the-ear hearing aid on one ear equipped with a second microphone for the other ear ;

(i) "open-BI-CROS" : a BI-CROS hearing aid with an open earmold ;

(j) "multi-CROS" : a BI-CROS hearing aid with a separate on/off switch for each microphone ;

(k) "BI-FROS" : a BI-CROS arrangement connected to the side microphone through the glasses frame ;

(l) "CRIS-CROS" : a double CROS arrangement ;

(m) "UNI-CROS" : 2 hearing aids connected to a single microphone.

**2.** Without restricting the definition of a hearing aid provided in paragraph *a* of section 1, a hearing aid comprises :

(a) the following special arrangements :

i. a CROS arrangement and its variations (FROS, high-CROS, mini-CROS, focal-CROS and power-CROS) ;

ii. a BI-CROS arrangement and its variations (BI-FROS, open-BI-CROS and multi-CROS) ;

(b) the accessories provided for in Part II.

But excludes :

(a) a hearing aid with a maximum sound pressure of over 130 decibels (20 S.P.L.), except upon the production of a medical certificate of an otorhinolaryngologist (ear, nose and throat specialist) attesting that such a hearing aid is needed ;

(b) a hearing aid including any electronic device for eliminating head noise ;

(c) a CRIS-CROS arrangement (a double CROS arrangement) and a uni-CROS arrangement (2 hearing aids connected to a single microphone).

## PART I

### GENERAL RULES OF APPLICATION

**Rule 1 :** Each hearing aid furnished to a person with a hearing impairment must include :

(a) a description of the electro-acoustic performance of the instrument, determined at the time of its manufacture ;

(b) a description of the material used to manufacture the parts of the instruments that come into contact with the user's skin in normal conditions of use ;

(c) instructions in French concerning the specific operation of the hearing aid.

**Rule 2 :** Each hearing aid furnished to a person with a hearing impairment must correspond to the description of electro-acoustic performance and material used, stated in rule 1, and be certified to that effect by a hearing-aid acoustician.

**Rule 3 :** Each part of a hearing aid that may come into contact with the user's skin must :

(a) be resistant to the corrosion and deterioration that such contact may cause ;

(b) except for material forming an earmold, consist of non-allergenic material ;

(c) be free from cellulose nitrate.

**Rule 4 :** Each hearing aid furnished to a person with a hearing impairment must include a guarantee that parts are available for a minimum period of 4 years, when the person takes possession of the hearing aid.

**Rule 5 :** The cost of purchase or replacement of a hearing aid, assumed by the Board of a person with a hearing handicap, is the cost set in Part II, following agreements between the Board and hearing aid suppliers.

**Rule 6 :** At the time of purchase or replacement of a hearing aid, the Board shall pay the hearing aid acoustician the sum of 165 \$ for all of the following services :

(a) the cost of services required for fitting and adjusting the hearing aid and for repairs during the first year, from the date on which the person with a hearing impairment takes possession of the hearing aid ;

(b) the loan of a hearing aid made necessary because of repairs made to the hearing aid during the first year of use ;

(c) the cost of purchasing the first battery or batteries, up to a maximum of 2 ;

(d) an estimate for repairing a hearing aid during the 36 months following the guarantee period where the estimate cost exceeds 70% of the cost of purchasing a new hearing aid.

The sum prescribed in the first paragraph is increased by 35 \$ if the hearing-aid acoustician furnished a first earmold.

At the time of purchase or replacement of a hearing aid furnished by a recognized establishment to a person with a hearing impairment who is registered at the establishment, the Board reimburses only the sum of 15 \$ if such an establishment furnishes a first earmold. The services and costs listed in subparagraphs *a* to *d* of the first paragraph are assumed by the establishment.

**Rule 7 :** Any hearing aid furnished to person with a hearing impairment must include a one-year guarantee period beginning after the period of adjustment, when the person with a hearing impairment takes possession of the hearing aid.

To be in accordance with the descriptions set forth in rule 1 and 2, the guarantee period must include any adjustment or repair made to a hearing aid functioning in normal conditions of use.

Any earmold must include a 30-day guarantee period beginning when a person with a hearing impairment takes possession of the earmold.

**Rule 8 :** The total cost of repair or adjustment of a hearing aid after the guarantee period has expired, but during the minimum duration of the hearing aid, must not exceed 70% of the cost of purchasing a new hearing aid. The minimum duration of a hearing aid is set at 4 years from the date on which a person with a hearing impairment takes possession of the hearing aid.

**Rule 9 :** Upon the presentation of supporting documents, the Board shall assume the cost of repairs made to a hearing aid from 22 August 1979, or the cost of repairs made before 22 August 1979, in the following case and on the following conditions :

(a) during the 18 month period following the year under guarantee : the cost of the parts and time required by the manufacturer to make repairs, plus the time required by the hearing-aid acoustician, up to a maximum of one hour per 6-month period ;

(b) from the nineteenth to the thirty-sixth month inclusively following the year under guarantee : the cost of parts, up to and including the cost of reconditioning by the

manufacturer, plus the time required by the hearing aid acoustician, up to a maximum of one hour per annum.

Where repairs are made exclusively by a hearing aid acoustician, the Board shall assume the cost of parts to a maximum of one hour and a half per 6-month period.

The cost of a hearing aid repaired by a recognized establishment is assumed by the Board on the conditions prescribed in the first paragraph, but excluding the time required by the hearing aid acoustician employed by such an establishment.

For the purposes of this rule, the cost of repairs includes the loan of a hearing-aid.

**Rule 10 :** The cost of the time required for repairs is set at 5 \$ per quarter hour or fraction thereof.

**Rule 11 :** If the person with a hearing impairment dies or refuses to have his hearing aid fitted or adjusted, or refuses to take possession thereof, the Board shall assume the cost of time required and spent by the hearing-aid specialist. That rate is established at 5 \$ per quarter hour or fraction thereof, up to a maximum of 80 \$ including the earmold.

**Rule 12 :** Subject to rule 15, the Board assumes the cost of making only one repair to the instrument after its minimum duration has expired, provided such repair does not exceed 40% of the cost of purchasing a new hearing aid.

**Rule 13 :** The Board assumes only the cost of purchasing, adjusting, replacing or repairing only one hearing aid per ear.

**Rule 14 :** Hearing aids, earmolds, options and accessories are reimbursed in accordance with the amounts prescribed in Part II.

**Rule 15 :** The Board assumes the cost of replacing a hearing aid when :

(a) the hearing aid no longer functions in normal conditions of use, upon the expiry of its minimum duration ;

(b) early deterioration of the hearing aid is caused by excess acidity of perspiration, excess toxic fumes, or excess dust pollution ;

(c) deterioration is caused by accidental damage ;

(d) the estimate cost of repairing a hearing aid exceed 70% of the cost of purchasing a new one ;

(e) the capacity of a person with a hearing impairment to operate the controls has diminished to the point where he can no longer handle the hearing aid.

**Rule 16 :** The Board assumes the cost of a harness or carrier provided for in Part II, up to and including 2 harness and 2 carriers per 2 year of use.

**Rule 17 :** The cost of an earmold provided for in Part II is assumed by the Board up to a maximum for each ear of 2 earmolds per annum for a child and up to a maximum for each ear of 1 earmold per annum for an adult or a student. The Board reimburses only the sum of 15 \$ per earmold, if the earmold is furnished by a recognized establishment.

**Rule 18 :** Upon request for special consideration submitted to the Board by a hearing aid acoustician for a person with a hearing handicap, the Board may assume the cost of purchase, fitting, replacement or repair of a hearing aid not referred to in Part II, under the terms and conditions prescribed by this Regulation, if it is demonstrated that the hearing aid is of a type referred to in Part II, that it corresponds to the particular hearing deficiency of that person with a hearing handicap, and that no hearing aid referred to in Part II corresponds to that particular deficiency.

## **PART II PRICE LIST OF HEARING AIDS AND THEIR OPTIONS**

### **IN-THE-EAR HEARING AIDS**

<b>Model</b>	<b>Price \$</b>
Name of Manufacturer : <b>Unitron</b>	
D1-35 Diode Clipping . . . . .	130,13

### **BEHIND-THE-EAR HEARING AIDS**

<b>Model</b>	<b>Price \$</b>
Name of Manufacturer : <b>Audibel</b>	
Aurelia 153	
Including :	
One Internal Potentiometer : Variable Peak Clipping	
Telecoil	
Volume Control Locking Device . . . . .	119,00
Aurelia 183	
Including :	
Telecoil	
Volume Control Locking Device . . . . .	129,00

<b>Model</b>	<b>Price \$</b>
Aurelia 150 LB	
Including :	
Three Internal Potentiometers :	
– Variable Compression	
– Variable Peak Clipping	
– Tone Control	
Telecoil	
Volume Control Locking Device . . . . .	137,00
Aurelia 255	
Including :	
Three Internal Potentiometers :	
– Variable Compression	
– Internal Gain Control	
– Tone Control	
Telecoil	
Volume Control Locking Device . . . . .	137,00
Aurelia 160 LB	
Including :	
Three Internal Potentiometers :	
– Variable Peak Clipping	
– Tone Control	
Directional	
Telecoil	
Volume Control Locking Device . . . . .	140,00
Aurelia 260	
Including :	
Three Internal Potentiometers :	
– Variable Compression	
– Variable Peak Clipping	
– Tone Control	
Telecoil	
Volume Control Locking Device	
Directional . . . . .	140,00
Aurelia 180	
Including :	
Three Internal Potentiometers :	
– Variable Peak Clipping	
– Two Tone Control	
Telecoil	
Volume Control Locking Device . . . . .	140,00

Model	Price \$	Model	Price \$
Aurelia 250		745AGC Wide Frequency Range — Compression	
Including :		Including :	
Three Internal Potentiometers :		Telecoil	
– Variable Compression		3 Positions for Tone Control	
– Variable Peak Clipping		AGC . . . . .	130,50
– Tone Control			
Telecoil		745DAGC Wide Frequency Range —	
Volume Control Locking Device . . . . .	137,00	Compression — Directional	
Options and accessories :		Including :	
CROS . . . . .	30,00	Telecoil	
BI-CROS . . . . .	50,00	3 Positions for Tone Control	
		AGC . . . . .	137,50
Name of Manufacturer : <b>Danavox</b>		745DV Wide Frequency Range — Variable —	
793U Average Range Power — Small Earett		Directional	
Including :		Including :	
Noise Suppressor Switch . . . . .	114,30	Telecoil	
793UH Average Range Power — High Tone		3 Positions for Tone Control	
— Small Earett		Output Gain Control/3 positions . . . . .	133,50
Including :			
Noise Suppressor Switch . . . . .	114,30	775V Wide Frequency Range — Variable	
793M Average Range Power — Small Earett		Including :	
Including :		Telecoil	
Noise Suppressor Switch . . . . .	114,30	3 Positions for Tone Control on Low Frequencies	
793MH Average Range Power — High Tone		3 Positions for Tone Control on High Frequencies	
— Small Earett		Output Gain Control/3 positions	
Including :		Audio Input . . . . .	140,00
Noise Suppressor Switch . . . . .	114,30		
783DU Average Range Power — Directional		775PP Power Push Pull Circuit	
— Small Earett		Including :	
Including :		Telecoil	
Noise Suppressor Switch . . . . .	116,50	3 Positions for Tone Control	
105DC Average Range Power — Directional		Output Control/3 Positions	
Including :		Audio Input . . . . .	146,00
Telecoil			
3 Positions for Tone Control		775PPAGC Power Push-Pull Circuit —	
Clipping Systems/3 positions		Compression	
Audio Input . . . . .	129,50	Including :	
		Telecoil	
745V Wide Frequency Range — Variable		3 Positions for Tone Control	
Including :		Output Gain Control/3 Positions	
Telecoil		Audio Input . . . . .	155,00
3 Positions for Tone Control			
Output Control/3 positions . . . . .	130,50		

Model	Price \$	Model	Price \$
775PPAGCIH Power Push-Pull Circuit — High Frequency Emphasis Including : Telecoil 3 Positions for Tone Control Output Gain Control/3 Positions AGC Audio Input . . . . .	155,00	E-16-U Economy 40-60 DB Including : Telecoil Tone Control . . . . .	117,00
Options and accessories : CROS . . . . .	50,00	E-16-S Economy 50-70 DB Including : Telecoil Tone Control . . . . .	118,00
BI-CROS . . . . .	60,00	E-17-V Variable Including : Output Control Noise Suppressor Switch . . . . .	136,00
CROS/BI-CROS for 775 and 105 Microphone Side Only (Omnidirectional) . . . . .	50,00	E-17-VF Flat Smooth Frequency Response Including : Noise Suppressor Switch Output Control . . . . .	156,00
CROS/BI-CROS for 775 and 105 Microphone Side Only (Directional) . . . . .	54,60	E-17-CF A G C for Sensory Neural Hearing Losses Including : Noise Suppressor Switch Output Control . . . . .	164,00
Cords for CROS/BI-CROS 105 and 775 Series 18 cm, 20 cm, 22 cm, 24 cm . . . . .	9,00	E-17-HC High Tone Plus Compression Including : Noise Suppressor Switch Output Control . . . . .	166,00
Noise Suppressor for the 105 and 775 Series . . . . .	45,00	E-17-P Push-Pull Circuit Including : Noise Suppressor Switch Output Control . . . . .	169,00
Name of Manufacturer : <b>Oticon</b>		E-18-P Push-Pull Circuit Including : Telecoil Tone Control Output Control . . . . .	165,00
E-11-P Push-Pull Circuit Including : Telecoil Tone Control Output Control . . . . .	163,00	E-19-V Directional Variable Including : Output Control Noise Suppressor Switch . . . . .	146,00
E-12-VF1 Flat Response Including : Telecoil Tone Control Output Control . . . . .	156,00	E-19-VF Directional-Small Earete Including : Noise Suppressor Switch Output Control . . . . .	158,00
E-15-P Directional Push-Pull Including : Telecoil Tone Control Output Control . . . . .	168,00	E-21-V Variable Including : Telecoil Output Control . . . . .	142,00
E-16-M Economy 25-45 DB Including : Telecoil Tone Control . . . . .	116,00		

Model	Price \$	Model	Price \$
E-22-P High Power Push-Pull Circuit		AD425 Compression IDC	
Including :		Including :	
Telecoil		Telecoil	
Tone Control		Output Control	
Output Control . . . . .	175,00	Compression Factor Control	
E-23-V Variable-Directional		Tone Control	
Including :		AGC	
Telecoil		Ear Hook E or N . . . . .	160,00
Output Control . . . . .	146,00	AD434 Compression ODC, Directional	
Options and accessories :		Including :	
CROS . . . . .	45,00	Telecoil	
BI-CROS . . . . .	65,00	Output Control	
Cords for CROS — BI-CROS . . . . .	8,50	Compression Factor Control	
		Tone Control	
		AGC	
		Ear Hook E or N . . . . .	160,00
Name of Manufacturer : <b>Philips</b>		AD435 Compression IDC, Directional	
HP8243 Electromagnetic Microphone		Including :	
Including :		Telecoil	
Telecoil		Output Control	
Tone Control		Compression Factor Control	
Peak Clipping . . . . .	147,00	Tone Control	
HP8269 High Frequency		AGC	
Including :		Ear Hook E or N . . . . .	160,00
Telecoil		AD428 Average Range Power	
Output Control . . . . .	149,00	Including :	
HP8276 High Power Push-Pull		Telecoil	
Including :		Output Control	
Telecoil		Maximum Gain Control	
Output Control		Tone Control	
Tone Control		Ear Hook E or N . . . . .	144,00
Peak Clipping . . . . .	163,00	AD438 Average Range Power, Directional	
AD424 Compression ODC		Including :	
Including :		Telecoil	
Output Control		Output Control	
Compression Factor Control		Maximum Gain Control	
Tone Control		Tone Control	
AGC		Ear Hook E or N . . . . .	147,00
Telecoil		HP8401 Standard	
Ear Hook E or N . . . . .	155,00	Including :	
		Ear Hook N . . . . .	106,00
		HP8404 Compression	
		Including :	
		Ear Hook N . . . . .	114,00

Model	Price \$
HP8409 High Frequency	
Including :	
Ear Hook N . . . . .	114,00
HP8411 Directional	
Including :	
Ear Hook N . . . . .	114,00
Options and accessories :	
CROS . . . . .	33,00
BI-CROS . . . . .	46,00

Name of Manufacturer : **Phonic Ear**

Top Front U . . . . .	104,00
Top Front UW . . . . .	113,00
Top Front PPC . . . . .	154,00
Top Front PPC-H . . . . .	154,00
Super Front PPC . . . . .	170,00
Super Front PPC-L . . . . .	177,00
Micro Front APC . . . . .	146,00
Micro Front WBC-D . . . . .	151,00
Micro Front WBC . . . . .	146,00
Micro Front AGC-D . . . . .	151,00
Micro Front AGC . . . . .	146,00
Pico Front SS . . . . .	114,00
Pico Front AGC . . . . .	128,00
Options and accessories :	
CROS M . . . . .	48,00
CROS T . . . . .	48,00
CROS A . . . . .	48,00
Cords (for CROS) . . . . .	6,00

Name of Manufacturer : **Rexton**

780 SE II	
Including :	
Telecoil	
Tone Control . . . . .	99,00

Model	Price \$
780 PP II	
Including :	
Telecoil	
Variable Peak Clipping	
Tone Control . . . . .	139,00
Mini Master CE II	
Including :	
Telecoil	
Variable Compression	
Tone Control . . . . .	127,00
Mini Master CE DM II	
Including :	
Telecoil	
Variable Compression	
Tone Control	
Directional . . . . .	137,00
Mini Primo CE M	
Including :	
Variable Compression (Internal)	
Compression On/off Switch (External) . . . . .	137,00
Mini Primo PP C	
Including :	
Peak Clipping On/off (External) . . . . .	142,00
Mini 25 CE	
Including :	
Telecoil	
Variable Compression	
Gain Control	
Tone Control . . . . .	138,00
Mini 25 CE DM	
Including :	
Telecoil	
Variable Compression	
Gain Control	
Tone Control	
Directional . . . . .	142,00
Mini 25 CE H	
Including :	
Telecoil	
Variable Compression	
Gain Control	
Tone Control . . . . .	138,00



Model	Price \$
Mini 25 PP	
Including :	
Telecoil	
Variable Compression	
Output Control	
Tone Control	142,00
Mini 25 PP F	
Including :	
Telecoil	
Variable Compression	
Output Control	
Tone Control	142,00
Options and accessories :	
CROS	30,00
BI-CROS	50,00

Name of Manufacturer : **Unitron**

695	Wide Application, HLC	128,59
695D	Directional, HLC	139,37
695H	High Frequency Emphasis, HLC	136,29
695U	Ultra High Frequency Emphasis, HLC	136,29
810	Wide Application	86,24
815	Wide Application	94,71
850	Wide Application	86,24
905	Wide Application, HLC	139,37
905H	High Frequency Emphasis, FDC	145,53
905W	Wide Application, FDC	145,53
958	Wide Application	114,73
960P	High Power Push-Pull	147,84
960PL	High Power Push-Pull	147,84
975	Diode Clipping	123,20

Model		Price \$
C4-55	Wide Application, FDC	163,24
C5-H	Ultra High Frequency Emphasis, FDC	167,09
E1-P	High Power Push-Pull	147,84
E1-PL	High Power Push Pull	147,84
Options and accessories :		
CROS		30,00
BI-CROS		42,50
Mounting to Frame		7,00

Name of Manufacturer : **Widex**

A1-H		
Including :		
Continuously Adjustable Compression, Output and Tone		
Bass Cut Switch		128,35
A1-T		
Including :		
Continuously Adjustable Compression, Output and Tone		
Telecoil		128,35
A2-H High Power Push-Pull		
Including :		
Continuously Adjustable Compression, Output and Tone		
Bass Cut Switch		141,10
A2-T High Power Push-Pull		
Including :		
Continuously Adjustable Compression, Output and Tone		
Telecoil		141,10
A3-H Directional		
Including :		
Continuously Adjustable Compression, Output and Tone		
Bass Cut Switch		147,90

Model	Price \$	Model	Price \$
A3-T Directional Including : Continuously Adjustable Compression, Output and Tone Telecoil . . . . .	147,90	A12-H Power Push-Pull with Compression Including : Continuously Adjustable Compression, Output, Tone and Gain Bass Cut Switch . . . . .	156,40
A6-H Wide Range Including : Continuously Adjustable Compression, Output and Tone Bass Cut Switch . . . . .	135,15	A12-T Power Push-Pull with Compression Including : Continuously Adjustable Compression, Output, Tone and Gain Telecoil . . . . .	156,40
A6-T Wide Range Including : Continuously Adjustable Compression, Output and Tone Telecoil . . . . .	135,15	A18-H Power Push-Pull with Compression, High Fidelity (Etymotic Gain Response) Including : Continuously Adjustable Compression, Output, Tone and Gain Bass Cut Switch . . . . .	160,65
A8-H High Fidelity (Etymotic Gain Response) Including : Continuously Adjustable Compression, Output, Tone and Gain Bass Cut Switch . . . . .	153,85	A18-T Power Push-Pull with Compression, High Fidelity (Etymotic Gain Response) Including : Continuously Adjustable Compression, Output, Tone and Gain Telecoil . . . . .	160,65
A8-T High Fidelity (Etymotic Gain Response) Including : Continuously Adjustable Compression, Output, Tone and Gain Telecoil . . . . .	153,85	F6-H Wide Frequency Range with Three Maximum Output Levels Including : Continuously Adjustable Compression and Tone Bass Cut Switch . . . . .	124,10
A9-H Directional, High Fidelity (Etymotic Gain Response) Including : Continuously Adjustable Compression, Output, Tone and Gain Bass Cut Switch . . . . .	158,95	F6-T Wide Range with Three Maximum Output Levels Including : Continuously Adjustable Compression and Tone Telecoil . . . . .	124,10
A9-T Directional, High Fidelity (Etymotic Gain Response) Including : Continuously Adjustable Compression, Output, Tone and Gain Telecoil . . . . .	158,95	F-7H Directional Wide Range with Three Maximum Output Levels Including : Continuously Adjustable Compression and Tone Bass Cut Switch . . . . .	127,50

Model	Price \$
F7-T Directional Wide Range with Three Maximum Output Levels Including : Continuously Adjustable Compression and Tone Telecoil . . . . .	127,50
F8-H High Frequency with Three Maximum Output Levels Including : Continuously Adjustable Compression and Tone Bass Cut Switch . . . . .	124,95
F8-T High Frequency with Three Maximum Output Levels Including : Continuously Adjustable Compression and Tone Telecoil . . . . .	124,95
671M MINI Magnetic Microphone Including : Continuously Adjustable Compression and Tone . . . . .	114,75
671Z MINI Electret Microphone Including : Continuously Adjustable Compression and Tone . . . . .	119,00
671ZD MINI Directional Including : Continuously Adjustable Compression and Tone . . . . .	124,10
Options and accessories :	
CROS . . . . .	25,00
BI-CROS . . . . .	45,00
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Name of Manufacturer : <b>Willco</b>	
H39C Vegal EL Including : Omni-Directional . . . . .	79,00
H56 Discriminator V, Classic Including : Output Control Tone Control Telecoil Omni-Directional . . . . .	137,00

Model	Price \$
H57 Discriminator V, Compression Including : Output Control Tone Control Telecoil Directional Ultra-cardioid AGC AGC Control . . . . .	137,00
H58 Discriminator IV, AGC Including : Tone Control Telecoil Directional Ultra-cardioid AGC AGC Control . . . . .	137,00
H59 Discriminator IV, Push-Pul Including : Output Control Tone Control Telecoil Directional Ultra-cardioid Push-Pull . . . . .	137,00
H63 Herald 25 Push-Pull Including : Output Control Tone Control Telecoil Omni-Directional Push-Pull . . . . .	137,00
H64 Herald 25 AGC Including : Tone Control Telecoil AGC AGC Control . . . . .	137,00
H71 Pioneer "Hi-Fi" Including : Output Control Tone Control Telecoil Omni-Directional . . . . .	137,00

Model	Price \$
H91 Discriminator VI	
Including :	
Output Control	
Tone Control	
Telecoil	
Directional . . . . .	137,00

### EYESGLASS HEARING AIDS

Model	Price \$
Name of Manufacturer : <b>Danavox</b>	
750V Wide Frequency Range — Variable	
Including :	
Telecoil	
3 Positions for Tone Control	
Output Control/3 Positions . . . . .	134,50
750AGC Wide Frequency Range —	
Compression	
Including :	
Telecoil	
3 Positions for Tone Control	
Gain Control/3 Positions . . . . .	134,50
Options and accessories :	
CROS . . . . .	50,00
BI-CROS . . . . .	60,00

#### Name of Manufacturer : **Oticon**

S-11-V Wide Frequency Range	
Including :	
Telecoil	
Tone Control	
Output Control . . . . .	168,00
S-11-C Compression	
Including :	
Telecoil	
Tone Control	
Output Control . . . . .	168,00

Model	Price \$
S-14-V Directional	
Including :	
Telecoil	
Tone Control	
Output Control . . . . .	171,00
Options and accessories :	
CROS . . . . .	30,00
BI-CROS . . . . .	40,00
Routing and Winning “Oticon” . . . . .	20,00
Cords for CROS — BI-CROS . . . . .	8,50

#### Name of Manufacturer : **Phonic Ear**

VS EPP Push-Pull	
Including :	
Bone Conduction . . . . .	230,00

#### Name of Manufacturer : **Rexton**

Mini Compact CE675	
Including :	
Telecoil	
Variable Compression	
Gain Control	
Tone Control . . . . .	159,00
Mini Compact CE675 (Binaural)	
Including :	
Telecoil	
Variable Compression	
Gain Control	
Tone Control . . . . .	305,00
Mini Compact PP675	
Including :	
Telecoil	
Variable Compression	
Gain Control	
Tone Control . . . . .	165,00
Mini Compact PP675 (Binaural)	
Including :	
Telecoil	
Variable Control	
Gain Control	
Tone Control . . . . .	319,00

Model	Price \$
B12-2 (Bone Conduction)	
Including :	
Telecoil . . . . .	225,00
Options and accessories :	
CROS . . . . .	30,00
BI-CROS . . . . .	50,00
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Name of Manufacturer : <b>Unitron</b>	
MONAURAL :	
761P High Power Push-Pull . . . . .	153,23
775T Diode Clipping . . . . .	137,83
795T Wide Application, HLC . . . . .	150,15
BINAURAL :	
761P High Power Push-Pull . . . . .	294,91
775T Diode Clipping . . . . .	264,11
795T Wide Application, HLC . . . . .	288,75
Options and accessories :	
CROS . . . . .	30,00
BI-CROS . . . . .	42,50
Mounting to frame . . . . .	7,00

Name of Manufacturer : **Widex**

V1H	
Including :	
Continuously Adjustable Compression, Output and Tone	
Bass Cut Switch . . . . .	144,50
V1T	
Including :	
Continuously Adjustable Compression, Output and Tone	
Telecoil . . . . .	144,50

Model	Price \$
V2H Power Push-Pull	
Including :	
Continuously Adjustable Compression, Output and Tone	
Bass Cut Switch . . . . .	146,20
V2T Power Push-Pull	
Including :	
Continuously Adjustable Compression, Output and Tone	
Telecoil . . . . .	146,20
V6H Wide Range	
Including :	
Continuously Adjustable Compression, Output and Tone	
Bass Cut Switch . . . . .	149,60
V6T Wide Range	
Including :	
Continuously Adjustable Compression, Output and Tone	
Telecoil . . . . .	149,60
Options and accessories :	
CROS . . . . .	25,00
BI-CROS . . . . .	45,00

**BODY HEARING AIDS**Name of Manufacturer : **Danavox**

787 PP Wide Frequency Range — Variable — Power	
Including :	
Telecoil	
3 Positions for Tone Control	
Peak Clipping Output Control/3 Positions	
Noise Suppressor Switch	
Audio Input . . . . .	125,00

Name of Manufacturer : **Oticon**

380 PC 25-45 db	
Including :	
Telecoil . . . . .	88,00

Model	Price \$	Model	Price \$
380 U 40-60 db		HP8146 High Power	
Including :		Including :	
Telecoil . . . . .	89,00	Receiver	
380 S 50-70 db		Cord	
Including :		Telecoil	
Telecoil . . . . .	90,00	Output Control	
P-11-V Average Range Power		Tone Control : Low Frequencies	
Including :		Tone Control : High Frequencies	
Telecoil		Maximum Gain Control . . . . .	116,00
Tone Control		Options and accessories :	
Output Control . . . . .	137,00	Receiver for Bone Conduction (2 Prongs) . . . . .	27,00
P-11-P High Power		Receiver for Bone Conduction (3 Prongs) . . . . .	27,00
Including :		Receiver for Binaural Adjustment	
Telecoil		(2 Prongs) . . . . .	10,00
Tone Control		Receiver for Binaural Adjustment	
Output Control . . . . .	169,00	(3 Prongs) . . . . .	12,00
Options and accessories :		Head Band for Bone Conduction . . . . .	7,50
Receiver for Bone Conduction (2 Prongs) . . . . .	26,00	Y Cord (2 Prongs) . . . . .	5,50
Receiver for Bone Conduction (3 Prongs) . . . . .	29,50	Y Cord (3 Prongs) . . . . .	7,00
Receiver for Binaural Adjustment		Harness . . . . .	5,50
(2 Prongs) . . . . .	11,50	Cord (2 Prongs) . . . . .	2,25
Receiver for Binaural Adjustment		Cord (3 Prongs) . . . . .	4,50
(3 Prongs) . . . . .	14,50	CROS . . . . .	33,00
Head Band for Bone Conduction . . . . .	9,00	BI-CROS . . . . .	46,00
Y Cord (2 Prongs) Heavy Duty . . . . .	7,00		
Y Cord (3 Prongs) Heavy Duty . . . . .	9,00	Name of Manufacturer : <b>Rexton</b>	
Harness . . . . .	5,00	Power Master 25PP	
Garment Carrier . . . . .	8,50	Including :	
Cord (2 Prongs) . . . . .	3,00	4 Position Switch : M, MT, T, O	
Cord (3 Prongs) . . . . .	5,50	Telecoil	
		External Tone Control/2 Positions	
Name of Manufacturer : <b>Philips</b>		Variable Peak Clipping	
HP8141 Average Range Power		Gain Control	
Including :		Tone Control . . . . .	123,00
Receiver		Options and accessories :	
Cord		Y Cord . . . . .	4,50
Telecoil		Additional Receiver . . . . .	12,50
Output Control . . . . .	90,00	Bone Conductor . . . . .	50,00
		Headband . . . . .	11,50

Model	Price \$	Model	Price \$
Name of Manufacturer : <b>Unitron</b>		S 13 Average Gain	
460	Diode Clipping . . . . . 109,34	Including :	
465	High Power Push-Pull . . . . . 133,98	Continuously Adjustable Output	
		Bass Cut Switch	
		Telecoil . . . . . 113,05	
Name of Manufacturer : <b>Widex</b>		Options and accessories :	
S 20 Multi-adjustable, High Power		Receivers . . . . . 7,40	
Push-Pull		Receivers (Three Prongs) . . . . . 8,00	
Including :		Bone Conductor . . . . . 20,65	
Continuously Adjustable Compression,		Headband . . . . . 6,50	
Output, Tone and Gain		Cord for Receiver . . . . . 2,00	
Bass Cut Switch		Cord for Receiver (Three Prongs) . . . . . 4,00	
Telecoil . . . . . 159,80			
S 22 Multi-adjustable, High Power		Name of Manufacturer : <b>Willco</b>	
Push-Pull		H-37D Monarch EL Push-Pull	
Including :		Including :	
Continuously Adjustable Compression,		Output Control	
Output and Tone Bass Cut Switch		Tone Control	
Telecoil . . . . . 147,05		Telecoil	
S 23 High Power Push-Pull		Omni-Directional	
Including :		Interruptor Push-Pull . . . . . 137,00	
Continuously Adjustable Output		H-49 Compact EL Push-Pull	
Bass Cut Switch		Including :	
Telecoil . . . . . 132,60		Output Control	
S 10 Multi-adjustable, Average Gain		Tone Control	
Including :		Telecoil	
Continuously Adjustable Compression,		Omni-Directional	
Output, Tone and Gain		Interruptor Push-Pull	
Bass Cut Switch		AGC	
Telecoil . . . . . 149,60		AGC Control . . . . . 137,00	
S 12 Multi-adjustable, Average Gain		Options and accessories :	
Including :		Cord . . . . . 2,50	
Continuously Adjustable Compression,		Y Cord Conductors . . . . . 7,50	
Output and Tone		Additional Receiver . . . . . 13,50	
Bass Cut Switch		Bone Receiver . . . . . 30,00	
Telecoil . . . . . 127,50		Headband . . . . . 8,00	
		White Cotton Carrier . . . . . 5,50	
		Harness for Carrier . . . . . 2,50	

Model	Price \$
<b>ACCESSORIES AND EARMOLDS – SERVICES – REPARATION</b>	

Price List of Earmolds, Including all Services of Hearing Aid Acoustician :

	Price \$
Earmold .....	35,00

Price List of Accessories Applicable after Guarantee Period, and List of Harness and Carriers, Including all Services of Hearing Aid Acoustician :

Accessories	Price \$
Tube .....	3,00
Elbow .....	4,00
Cord — Ordinary, Two Conductors .....	5,50
Cord — Ordinary, Three Conductors .....	6,50
Y Cord, Two Conductors .....	7,50
Y Cord, Three Conductors .....	8,50
Snap — Acrylic .....	5,00
Harness, for Conventional Hearing Aid .....	5,00
Carrier for Conventional Hearing Aid .....	6,00
Microphone Case for Conventional Hearing Aid .....	5,00
* Additional Receiver for Diotic .....	15,00
* CROS .....	35,00
* BI-CROS .....	45,00

\*Where not provided for in manufacturer's list.

**FORM 1**  
(s. 28)

**NOTICE OF WITHDRAWAL, OF RE-  
ENGAGEMENT OR OF NON-PARTICIPATION**

..... 19...

The General Manager  
Régie de l'assurance-maladie du Québec  
P.O. Box 6000  
Québec (2)  
Québec.

Sir,

I, the undersigned, .....  
(first name and family name in block letters)

health professional practising my profession as :

— a professional subject to the application of an agreement (..)

— a professional withdrawn (..)

— a non-participating professional (..)  
(check mark (✓) the appropriate mention)

notify the Régie de l'assurance-maladie du Québec that I intend to practise my profession as :

— a professional subject to the application of an agreement (..)

— a professional withdrawn (..)

— a non-participating professional (..)  
(check mark (✓) the appropriate mention)

in accordance with the Health Insurance Act (R.S.Q., c. A-29)

.....  
(signature)

Profession .....

Professional's number .....

Professional's address .....  
(no. street town county)



O.C. 2775-70, (1970) 102 O.G., 4157	O.C. 1219-80, (1980) 112 G.O. II, 1881
O.C. 2825-70, (1970) 102 O.G., 4501	O.C. 1342-80, (1980) 112 G.O. II, 2027
O.C. 27-71, (1971) 103 O.G., 486	O.C. 1343-80, (1980) 112 G.O. II, 1977
O.C. 2207-71, (1971) 103 O.G., 5367	O.C. 1750-80, (1980) 112 G.O. II, 2507
O.C. 2645-71, (1971) 103 O.G., 6430	O.C. 2313-80, (1980) 112 G.O. II, 3499
O.C. 2965-71 (1971) 103 O.G., 7002	O.C. 2409-80, (1980) 112 G.O. II, 3893
O.C. 3159-71, (1971) 103 O.G., 7279	O.C. 235-81, (1981) 113 G.O. II, 763 and 975
O.C. 1737-72, (1972) 104 O.G., 5719	O.C. 933-81, (1981) 113 G.O. II, 1243
O.C. 1738-72, (1972) 104 O.G., 5720	O.C. 1652-81 (1981) 113 G.O. II, 1995
O.C. 3401-72, (1972) 104 O.G., 10565	O.C. 1733-81, (1981) 113 G.O. II, 2063
O.C. 447-73, (1973) 105 O.G. II, 331	O.C. 2030-81, (1981) 113 G.O. II, 2805
O.C. 536-73, (1973) 105 O.G. II, 423	O.C. 2161-81, (1981) 113 G.O. II, 3021
O.C. 1937-73, (1973) 105 O.G. II, 2491	O.C. 2345-81, (1981) 113 G.O. II, 3117
O.C. 4169-73, (1973) 105 O.G. II, 6505	O.C. 2574-81, (1981) 113 G.O. II, 3243
O.C. 105-74, (1974) 106 O.G. II, 305	O.C. 2970-81, (1981) 113 G.O. II, 3659
O.C. 1086-74, (1974) 106 O.G. II, 1439	
O.C. 1374-74, (1974) 106 O.G. II, 1735	
O.C. 1375-74, (1974) 106 O.G. II, 1743	
O.C. 1703-74, (1974) 106 O.G. II, 2289	
O.C. 3947-74, (1974) 106 O.G. II, 4583	
O.C. 4295-74, (1974) 106 O.G. II, 5145	
O.C. 4740-74, (1975) 107 O.G. II, 39	
O.C. 1492-75, (1975) 107 O.G. II, 1691	
O.C. 2173-75, (1975) 107 O.G. II, 2711 and 4671	
O.C. 2174-75, (1975) 107 O.G. II, 2747	
O.C. 3912-75, (1975) 107 O.G. II, 4869	
O.C. 4116-75, (1975) 107 O.G. II, 5119	
O.C. 614-76, (1976) 108 O.G. II, 1919	
O.C. 951-76, (1976) 108 O.G. II, 2293	
O.C. 1632-76, (1976) 108 O.G. II, 2967	
O.C. 2462-76, (1976) 108 O.G. II, 4877	
O.C. 2948-76, (1976) 108 O.G. II, 5333	
O.C. 3767-76, (1976) 108 O.G. II, 6281	
O.C. 3768-76, (1976) 108 O.G. II, 6283	
O.C. 803-77, (1977) 109 O.G. II, 1503	
O.C. 1229-77, (1977) 109 O.G. II, 2179	
O.C. 1230-77, (1977) 109 O.G. II, 2181	
O.C. 3321-77, (1977) 109 O.G. II, 5615	
O.C. 3991-77, (1977) 109 O.G. II, 6207	
O.C. 4285-77, (1978) 110 G.O., 781	
O.C. 4287-77, (1978) 110 G.O., 809	
O.C. 1296-78, (1978) 110 G.O., 2667	
O.C. 1588-78, (1978) 110 G.O., 2669	
O.C. 2062-78, (1978) 110 G.O., 2689	
O.C. 2643-78, (1978) 110 G.O., 4987	
O.C. 3352-78, (1979) 111 G.O., 575	
O.C. 3588-78, (1979) 111 G.O., 425	
O.C. 476-79, (1979) 111 G.O., 2833	
O.C. 435-79, (1979) 111 G.O., 2804	
O.C. 953-79, (1979) 111 G.O., 3073	
O.C. 954-79, (1979) 111 G.O., 3075	
O.C. 955-79, (1979) 111 G.O., 3331	
O.C. 1624-79, (1979) 111 G.O., 5349	
O.C. 1892-79, (1979) 111 G.O., 5353	
O.C. 2210-79, (1979) 111 G.O., 6247	
O.C. 3423-79, (1980) 112 G.O. II, 9	
O.C. 880-80, (1980) 112 G.O. II, 1505	
O.C. 881-80, (1980) 112 G.O. II, 1507	
O.C. 882-80, (1980) 112 G.O. II, 1509	
O.C. 883-80, (1980) 112 G.O. II, 1511	
O.C. 1100-80, (1980) 112 G.O. II, 1835	



c. A-29, r.2

## Regulation respecting forms and statements of fees under the Health Insurance Act

Health Insurance Act  
(R.S.Q., c. A-29, s. 72)

### DIVISION I DEFINITIONS

**1.** In this Regulation, the following expressions and words shall have the same meaning as that given them in the Health Insurance Act (R.S.Q., c. A-29) :

- (a) Board ;
- (b) resident of Québec ;
- (c) insured services ;
- (d) professional in the field of health or professional ;
- (e) beneficiary.

**2.** In this Regulation, the expression « dependent person » means the consort or any single person under 18 years of age who lives permanently with a person contemplated in sections 5 to 8 of the Health Insurance Act and in Division II of the Regulation respecting the application of the Health Insurance Act (c. A-29, r.1).

**3.** In this Regulation, the following words and expressions mean or designate :

(a) “data processing agency” : any person who gathers, processes or validates information or data by any form of data processing, and who has been duly authorized by a professional in the field of health to claim fees from the Board in his name, as well as any person who gives, loans, leases or in any way makes available data processing equipment or supplies to a professional in the field of health enabling him to acquire, process or validate information or data ;

(b) “application for accreditation” : any application sent by a professional in the field of health to the Board concerning the submitting of his statements of fees or claims by means of magnetic recording media, in accordance with Form 22 ;

(c) “billing statement” : a duly completed and signed billing statement is a statement of fees or claim, as the case may be, submitted to the Board by an accredited professional by means of magnetic recording media ;

(d) “data” : the information in the billing statement ;

(e) “agreement” : any agreement made pursuant of section 19 of the Act ;

(f) “Act” : the Health Insurance Act ;

(g) “manual” : the manual entitled *Manuel de facturation par supports magnétiques*, published by the Board, establishing technical specifications necessary to bill the Board by magnetic recording media ;

(h) “accredited professional” : any professional in the field of health whose application for accreditation has been accepted by the Board ;

(i) “magnetic recording media” : tapes, diskettes, cassettes or any other form of data recording media which meet the technical specifications established by the Board and published in the manual.

### DIVISION II APPLICATIONS FOR REGISTRATION

**4. Beneficiaries** : Registration with the Board by any resident of Québec shall be effected by an application for registration according to the form and tenor of Form 1.

**5. Professionals in the field of health** : Every doctor, dental surgeon, pharmacist or optometrist lawfully authorized to furnish insured services must register with the Board according to the form and tenor of Form 2.

**6. Pharmacy** : Any person entered on the roll of the Ordre des pharmaciens du Québec, who holds an operating permit or who is responsible for such permit and who must register with the Board according to the form and tenor of Form 12, must register with the Board following the form and tenor of Form 13.

### **DIVISION III HEALTH INSURANCE CARD**

**7. Issue :** The Board shall issue a health insurance card to every resident of Québec duly registered with the Board.

**8. Content :** Every health insurance card issued by the Board to a resident of Québec must contain at least the following indications :

- (a) the health insurance number ;
- (b) the family name at birth and usual given name ;
- (c) the surname of the husband in the case of a married woman if she applies to the Board therefor in writing ;
- (d) the date of birth and sex ;
- (e) the expiry date.

### **DIVISION IV STATEMENTS OF FEES, CLAIMS AND MANDATES**

**9. Professionals in the field of health :** Every professional entitled to remuneration by the Board for insured services must transmit to the Board a statement of fees or a claim according to the form and tenor of Forms 3 (physicians remunerated per consultation), 4 (dentists), 5 (optometrists), 8 (fixed rate and salaried physicians), 9 (physicians remunerated per determined hours) or 14 (pharmacists), as the case may be.

Every pharmacist must, in addition, annex to each claim he forwards to the Board an invoice in the form and tenor of Form 11.01

*Amended in French D. 2162-81, G.O.II, 1981, p. 4099.*

#### **10. Mandates of the health professional :**

(1) **Mandate respecting the signature of statements of fees, claim forms and any document related to these forms :** Every health professional must sign his statements of fees or claim forms and any document related to these, certify that he, personally, provided the services recorded on his statements of fees or claim forms. He may authorize one or several mandataries using Forms 6, 7 or 10 as the case may be, to sign on his behalf and in his name, his statements of fees and any document related to these, to certify that he, personally, provided the services recorded on these statements of fees or claim forms and to receive from the Board the information he may require concerning these statements of fees or claim forms that he is authorized to sign. He must forward this form to the Board. In the case of a pharmacist, he must also, when he has not

personally provided the services recorded on his claim forms and on any document related to these, certify that such services were provided legally by one of his employees.

(2) **Mandate authorizing a third party to receive payment of fees on behalf of a professional :** Any health professional who intends that his fees which include the price of medications in the case of a pharmacist, be paid by the Board to a third party, on his behalf, must notify the Board of his intention to this effect according to the form and tenor of Forms 11, 16 and 17 as the case may be.

#### **11. Request for payment or reimbursement by a beneficiary or resident of Québec :**

(1) **For services received outside Québec :** Any person who is a beneficiary or resident of Québec and who exacts reimbursement by the Board of the cost of insured services furnished to him outside Québec from a professional in the field of health or who requests the Board to assume on his behalf the payment of the cost of services, must transmit to the Board :

(a) in the case of an application for reimbursement, the originals of the receipts of the fees paid by him and provide the information required by the Board to justify the reimbursement claimed ; or

(b) in the case of a claim, the originals of the statements of account and provide the information required by the Board to justify the payment claimed.

The originals of receipts of fees and of statements of account must be duly signed by every health professional who rendered the insured services.

(2) **For services obtained from a professional who has withdrawn :** Every beneficiary or resident of Québec who exacts from the Board payment of the cost of the insured services furnished to him in Québec by a professional who has withdrawn, must send to the Board a request for payment form duly signed and completed by the professional according to the form and tenor of Forms 3 (physicians), 4 (dentists) or 5 (optometrists).

(3) **Prostheses and orthopedic appliances or other devices :** Every person who is a beneficiary or resident of Québec who requires from the Board the payment of the price of purchase, adjustment, replacement or repair of prostheses and orthopedic appliances or other devices considered as insured must forward to the Board a claim in the form and tenor of Form 19 or, in the case of a visually handicapped person, a statement of account in the form and tenor of Form 21.

(4) **For services obtained in Québec from a professional subject to the application of an agreement, by a beneficiary who has not presented his health insurance card or his claim booklet, as the case may be, or by a resident of Québec :** Every beneficiary who has not presented his health insurance card or his claim booklet, as the case may be, or resident of Québec who exacts from the Board payment or reimbursement of the cost of the insured services furnished to him in Québec by a professional subject to the application of an agreement, must send to the Board a request for payment or reimbursement form duly completed and signed by the professional according to the form and tenor of Forms 26 (physicians), 27 (dentists), 28 (optometrists) or 29 (pharmacists).

(5) **Hearing aids :** A beneficiary or a resident of Québec who wishes to be reimbursed by the Régie for the cost of the purchase, fitting, replacement or repair of a hearing aid covered by Regulation must send the Board a claim in the form and tenor of Form 30.

#### **DIVISION V NOTICE OF CHANGE UPON REGISTRATION**

**12. Notice of change upon registration :** A notice of change upon registration in accordance with the form and tenor of Form 1 or 18, as the case may be, must be sent to the Board in the following cases by any resident of Québec who is duly registered with the Board :

- (a) upon a change of his permanent address (Form 18);
- (b) upon leaving Québec to live elsewhere (Form 18);
- (c) to correct inaccurate information concerning his registration (Form 18);
- (d) to have his health insurance card or that of a dependent person, excepting the spouse, replaced subsequent to damage, loss, theft or other causes (Form 18);
- (e) upon his marriage, divorce or legal separation (Form 1);

*Amended in French D. 3943-80, G.O.II, 1981, p. 242.*

- (f) upon a birth or adoption (Form 1).

Upon the death of a resident of Québec who is duly registered with the Board, a notice of death in accordance with the form and tenor of Form 18 must be sent to the Board by the spouse, legal heir, executor, trustee or administrator.

#### **DIVISION VI CLAIM BOOKLET**

**13.** Every person entitled to social aid under the Social Aid Act (R.S.Q., c. A-16), or who receives an allowance under the Blind Persons Allowances Act, the Disabled Persons Assistance Act or who receives the monthly guaranteed income supplement in accordance with the Old Age Security Act (R.S.C., 1970, c. O-6), must be the holder of a claim booklet in force, issued under section 70 of the Health Insurance Act and in conformity with the form and tenor of Form 15.

Every person at least 60 years of age and less than 65 years of age :

(a) who receives an allowance under Part II.1 of the Old Age Security Act ; and

(b) who would but for such allowance be entitled to social aid or be the recipient of an allowance under the Blind Persons Allowances Act, the Disabled Persons Assistance Act or the Aged Persons Assistance Act,

must hold a claim booklet attesting that he is entitled to the services mentioned in the fourth paragraph of section 3 of the Health Insurance Act, during the period provided in the booklet. The said booklet shall be issued in accordance with section 71 of the said Act in Form 15.

#### **DIVISION VII NOTICE OF ACQUISITION**

**14.** Every person who is a resident of Québec who wishes the Board to assume the price of purchase, adjustment, replacement or repair of prostheses and orthopedic appliances or other devices considered as insured must forward to the Board a notice of acquisition duly completed in the form and tenor of Form 20, except in the case of a visually handicapped person.

#### **DIVISION VIII BILLING BY MAGNETIC RECORDING MEDIA**

**15. Application for accreditation :** A health professional who wishes to submit his statements of fees or claims to the Board by means of magnetic recording media must, beforehand, send the Board a duly completed application for accreditation drawn up as in Form 22.

The Board studies each application for accreditation and communicates with the applicant in writing.

An application for accreditation is accepted if the applicant meets the requirements of Form 22 as well as those of sections 16 and 18.

**16. Authorization :** A health professional wishing to authorize a data processing agency to claim his fees from the Board in his name must include with his application for accreditation a duly completed authorization form drawn up as in Form 23.

**17. Conditions for data processing agency to act as representative :** A data processing agency may claim fees from the Board as the authorized representative of an accredited professional if :

(a) the agency is duly authorized for the purpose by the accredited professional ;

(b) the agency satisfies all conditions set forth in sections 23 and 29 ; and

(c) the agency is remunerated for its services other than on the basis of a commission or a percentage of the amount of fees payable or paid by the Board.

**18. Billing and auditing system :** Any health professional applying for accreditation must provide the Board with a detailed description of the billing and auditing system used, which must conform with the technical specifications established by the Board and published in the manual.

**19. Billing statements :** On providing an insured service, an accredited professional records the information required by section 31 or section 32, as the case may be, on a duly completed billing statement signed by him.

**20. Keeping of billing statements :** An accredited professional must keep the billing statement for a period of 5 years from the date on which the insured service was rendered. He must ensure that the statement is available for verification and inspection by any person authorized by the Board, and allow that person to examine it and, where necessary, to make copies.

**21. Contract with data processing agency :** A health professional or an accredited professional intending to use the services of a data processing agency must, upon request of the Board, send the Board 1 copy of the contract made with the agency, excluding any provisions concerning administrative costs.

**22. Payment of fees due :** The Board pays the fees due to the accredited professional or to a third party authorized in accordance with the Act, with this Regulation and with any agreements.

**23. Confidential information :** The data processing agency commits itself not to divulge any information or data respecting the papers relevant to the claims of an accredited professional, except to the Board.

**24. Permission granted to Board :** A health professional must allow any person authorized by the Board to communicate with the data processing agency with whom he deals or has dealt, and to examine all data and papers relevant to a claim.

**25. New application for accreditation :** An accredited professional must make a new application for accreditation to the Board before he :

(a) modifies his contract with the data processing agency ;

(b) changes agencies ; or

(c) changes the means of sending his data.

**26. Notice of end of accreditation :** An accredited professional must notify the Board in writing 30 days before his contract with a data processing agency ends.

An accredited professional may end his accreditation by giving 30 days' prior notice in writing.

An accredited professional retains accreditation with the Board as long as his billing of the Board by magnetic recording media is in accordance with this Division.

In the opposite case, the Board notifies the accredited professional in writing. Within 15 days, the professional must comply with the contravened provisions in the notice, failing which his accreditation ends at the expiry of that period.

**27. Billing statements processed by data processing agency :** Any billing statement processed by a data processing agency must include all of the information required in section 31, or 32 as the case may be.

**28. Information sent to Board by magnetic recording data :** Any information sent to the Board by magnetic recording media must be identical to that on the billing statement.

**29. Manual :** The magnetic recording media on which data is sent to the Board must meet the technical specifications established by the Board and published in the manual.

The accredited professional or his representative, as the case may be, must keep a duplicate of the magnetic recording medium sent to the Board until the Board has returned the original.

**30. Attestation :** The magnetic recording medium sent to the Board must be accompanied by a duly completed and signed attestation drawn up as in Form 24, or 25 as the case may be.

**31. Billing statement — physicians, dentists and optometrists :** For physicians, dentists and optometrists, the billing form must contain the following information :

(a) a reference number in accordance with the technical specifications in the manual ;

(b) the beneficiary's health insurance number or his eligibility number if he receives social aid ;

(c) the beneficiary's given name(s) and surname at birth ;

(d) the beneficiary's date of birth and sex ;

(e) the beneficiary's address ;

(f) identification of the accredited professional (surname, given name(s), number) and his group number, where applicable ;

(g) identification of the health professional (surname, given name(s), number) who requested the consultation or other insured services by the claiming professional, where applicable ;

(h) the diagnosis ;

(i) any information necessary for the Board to evaluate the service claimed, in particular : the role, modifier and units ;

(j) identification of the institution (establishment code assigned by the Board), where applicable ;

(k) the date of admission of the beneficiary to an institution and date of discharge, where applicable ;

(l) the date on which the service was rendered ;

(m) the code of the particular service claimed and the amount of fees for that service ;

(n) the distance travelled, in kilometres, if reimbursable under the agreement ;

(o) the signature of the accredited professional.

**32. Billing statement — pharmacists :** For pharmacists, the billing statement must contain the following information :

(a) a reference number in accordance with the technical specifications in the manual ;

(b) the beneficiary's health insurance number if he is 65 or over, or his eligibility number if he receives social aid ;

(c) the beneficiary's given name(s) and surname at birth ;

(d) the beneficiary's date of birth and sex ;

(e) the beneficiary's address ;

(f) identification of the accredited professional (surname, given name(s), number) ;

(g) identification of the pharmacist completing the form (surname, given name(s), number) ;

(h) identification of the prescriber (surname, given name(s), number) ;

(i) any information necessary for the Board to evaluate the services or medication claimed, in particular : the prescription number, any order for a new prescription or renewal whether written or verbal, any indication of equivalence, the code of the medication given, the amount of medication, the duration of the treatment, the cost of the services and medications claimed, the date on which the services and medications were given ;

(j) the signature of the accredited professional.

**33. Codes of reference :** An accredited professional may complete the billing statement by using codes of reference provided he submits a list of the codes and their meanings to the Board for approval beforehand.

**FORM 1**

(ss. 4 and 12)

**APPLICATION FOR REGISTRATION — BENEFICIARIES  
NOTICE OF BIRTH OR ADOPTION  
NOTICE OF MARRIAGE, DIVORCE OR LEGAL SEPARATION**

FOR USE BY THE BOARD

CHECK (✓) THE SPACE THAT CORRESPONDS TO THE SITUATION DESCRIBED

**BIRTH** ☐      **ADOPTION** ☐      **REGISTRATION** ☐  
**MARRIAGE** ☐      **DIVORCE** ☐      **LEGAL SEPARATION** ☐

<b>MAN</b>	
HEALTH INSURANCE NO. (IF AVAILABLE)	SURNAME AT BIRTH
SOCIAL INSURANCE NO.	USUAL GIVEN NAME
DATE OF BIRTH YEAR MONTH DAY	CIVIL STATUS SINGLE <input type="checkbox"/> MARRIED <input type="checkbox"/> WIDOWER <input type="checkbox"/> OTHER <input type="checkbox"/>

<b>WOMAN</b>	
HEALTH INSURANCE NO. (IF AVAILABLE)	SURNAME AT BIRTH
SOCIAL INSURANCE NO.	USUAL GIVEN NAME
DATE OF BIRTH YEAR MONTH DAY	CIVIL STATUS SINGLE <input type="checkbox"/> MARRIED <input type="checkbox"/> WIDOW <input type="checkbox"/> OTHER <input type="checkbox"/>
Do you wish to have your husband's name on your health insurance card? YES <input type="checkbox"/> NO <input type="checkbox"/>	

<b>CHILDREN</b> LIST ONLY THOSE LIVING WITH YOU				
SURNAME AT BIRTH	USUAL GIVEN NAME	DATE OF BIRTH YEAR MONTH DAY	SEX M F	SOCIAL INSURANCE NO. (IF AVAILABLE)
If one or several children is living with another person, indicate on a separate sheet the name of each child, his health insurance number, his new address and the name of the responsible institution or guardian.				

<b>ADDRESS</b> (RESIDENCE ONLY)	
NUMBER	STREET
CITY OR LOCALITY	APT.
PROVINCE	POSTAL CODE

<b>PROOF OF IDENTITY AND OF RESIDENCE</b> TO BE COMPLETED IF YOU HAVE CHECKED THE SPACE BESIDE "REGISTRATION"			
ARE YOU A CANADIAN CITIZEN?	DATE OF ARRIVAL IN QUEBEC YEAR MONTH DAY	LAST PROVINCE OR COUNTRY OF RESIDENCE	EXPECTED LENGTH OF STAY IN QUEBEC
MAN YES <input type="checkbox"/> NO <input type="checkbox"/> ATTACH A PHOTOCOPY OF YOUR CERTIFICATE OF BIRTH OR OF CITIZENSHIP			
WOMAN YES <input type="checkbox"/> NO <input type="checkbox"/> ATTACH A PHOTOCOPY OF THE CERTIFICATES ISSUED BY CANADIAN IMMIGRATION AUTHORITIES AND BY L'IMMIGRATION DU QUÉBEC			
I, the undersigned, a resident of Québec for _____ years, declare that all the information given on this form is accurate and that I have known the applicant personally for _____ years			HEALTH INSURANCE NO. OF GUARANTOR
SIGNATURE			TELEPHONE NO. AREA CODE
Whoever makes a false declaration is guilty of a serious offense			

<b>DECLARATION</b>			
I declare that the above information is true and accurate and that I am a resident of Québec			DATE YEAR MONTH DAY
SIGNATURE			TELEPHONE NO. AREA CODE
Whoever makes a false statement is guilty of a serious offense			

RÉGIE DE L'ASSURANCE-MALADIE DU QUÉBEC

Amended in French D. 3943-80, G.O.II, 1981, p. 242.

## FORM 2

(s. 5)

# DEMANDE D'INSCRIPTION — PROFESSIONNELS DE LA SANTÉ

## APPLICATION FOR REGISTRATION — PROFESSIONALS IN THE FIELD OF HEALTH

RÉGIE DE  
L'ASSURANCE-MALADIE  
DU QUÉBEC

CASE POSTALE 6600  
QUÉBEC 2, (QUÉBEC)  
G1K 7T3



FICHE DU PROFESSIONNEL DE LA SANTÉ  
HEALTH PROFESSIONAL'S INFORMATION FORM

L'INFORMATION INSCRITE DANS LES ESPACES OMBRÉS DE CETTE FICHE A ÉTÉ TIRÉE DE NOS FICHIERS. VÉRIFIEZ LA VÉRIFIER ET LA MODIFIER SI ELLE N'EST PAS EXACTE. EN VOUS SERVANT DES ESPACES BLANCS CORRESPONDANTS. TOUTE INFORMATION PERTINENTE QUI N'EST PAS DÉJÀ INSCRITE DEVRAIT ÊTRE AJOUTÉE DANS LES ESPACES APPROPRIÉS. LES DEUX CÔTÉS DE LA FICHE DOIVENT ÊTRE REMPLIS.

THE INFORMATION IMPRINTED IN THE SHADED AREAS OF THIS FORM HAS BEEN TAKEN FROM OUR FILES. PLEASE VERIFY THIS INFORMATION AND CORRECT IT IF NECESSARY USING THE CORRESPONDING WHITE AREAS. ANY PERTINENT INFORMATION NOT ALREADY IMPRINTED SHOULD BE ADDED IN THE APPROPRIATE AREAS. BOTH SIDES OF THE FORM SHOULD BE COMPLETED.

CE NUMÉRO EST CELUI QUE VOUS UTILISEREZ DANS TOUTS VOS RAPPORTS AVEC LA RÉGIE.  
THIS NUMBER IS THE ONE TO REUSE IN ALL YOUR CONTACTS WITH THE BOARD.

No DU PROFESSIONNEL  
PROFESSIONAL'S No

NOM DE FAMILLE - FAMILY NAME				PRÉNOM ET 2 <sup>e</sup> INITIALE FIRST NAME AND MIDDLE INITIAL				SEXE / SEX M F		DATE DE NAISSANCE DATE OF BIRTH		
										JOUR DAY		
										MOIS MONTH		
										ANNÉE YEAR		

GRADUATION		COUR GUIDE No 1		SEC GUIDE No 2		GRADUATION	
ANNÉE YEAR	SI AU QUÉBEC, UNIVERSITÉ/IF IN QUÉBEC, UNIVERSITY	LAVAL	MCGILL	MONTREAL	SHERBROOKE	AUTRE PROVINCE OTHER PROVINCE	ÉTATS-UNIS U.S.A.

SÉRIÉ GUIDE No 3		GUIDE No 3 LICENCE	
ANNÉE YEAR	RÉGULIÈRE REGULAR	SÉRIÉ TEACHING	LICENCE LICENCE

No D'ASSURANCE SOCIALE SOCIAL INSURANCE No.	

SPECIALITÉ GUIDE No 3		GUIDE No 4 SPECIALITIES	
NOM - NAME		CERTIFICATION	
		ANNÉE - YEAR	

IF YOU WISH US TO COMMUNICATE WITH YOU IN ENGLISH, PLEASE CHECK HERE ☐

SI VOUS ÊTES EN PRATIQUE PRIVÉE  
S.V.P. REMPLIR

IF YOU ARE IN PRIVATE PRACTICE,  
PLEASE COMPLETE

SI VOUS ÊTES RÉSIDENT  
COMPLETEZ

IF YOU ARE A RESIDENT  
COMPLETE

CABINET		GUIDE No 3		GUIDE No 3		GUIDE No 3	
SI L'ADRESSE INDICÉE AU DÉBUT EST INCORRECTE, VEUILLEZ CORRIGER CI-DESSOUS		No TÉLÉPHONE No.		No TÉLÉPHONE No.		No TÉLÉPHONE No.	
RUE - STREET		NUMÉRO DE BUREAU - SUITE NUMBER		RUE - STREET		NUMÉRO DE BUREAU - SUITE NUMBER	
MUNICIPALITÉ - MUNICIPALITY		ZONE POSTALE OU COMTE - POSTAL ZONE OR COUNTY		MUNICIPALITÉ - MUNICIPALITY		ZONE POSTALE OU COMTE - POSTAL ZONE OR COUNTY	

RÉSIDENT GUIDE No 3		GUIDE No 3 RESIDENT	
NOM DE LA SPÉCIALITÉ NAME OF SPECIALTY		CERTIFICATION	
		ANNÉE - YEAR	
NOM DE L'HÔPITAL - HOSPITAL NAME			
MUNICIPALITÉ - MUNICIPALITY			

HÔPITAUX		GUIDE No 2		GUIDE No 2		HÔPITAUX	
NOM DU CENTRE HOSPITALIER - NAME OF HOSPITAL CENTRE		MUNICIPALITÉ - MUNICIPALITY		NOM DU CENTRE HOSPITALIER - NAME OF HOSPITAL CENTRE		MUNICIPALITÉ - MUNICIPALITY	

VOIR VERSO  
SEE REVERSE



**FORM 2**  
 (continued)

**DEMANDE D'INSCRIPTION — PROFESSIONNELS DE LA SANTÉ**  
**APPLICATION FOR REGISTRATION — PROFESSIONALS IN THE FIELD OF HEALTH**

ÉTAT DE COMPTE	GUIDE No. 8	GUIDE No. 8	STATEMENT OF ACCOUNT
Si VOUS désirez que vos ÉTATS DE COMPTE soient ex- pédies à une adresse autre que celle de votre cabinet, veuillez cocher ci- haut et remplir les espaces à droite.  SHOULD YOU wish to have your STATE- MENTS OF ACCOUNT sent to an address other than your office address CHECK MARK THE ABOVE BOX AND COMPLETE SPACES TO THE RIGHT.	<div style="border: 1px solid black; padding: 5px;">             RAISON SOCIALE - BUSINESS NAME                No. RUE - STREET                MUNICIPALITÉ - MUNICIPALITY                AUX SOINS DE - IN CARE OF                NUMÉRO DE BUREAU - SUITE NUMBER                ZONE POSTALE DU COMITÉ - POSTAL ZONE OF COUNTY                TÉLÉPHONE      CODE                                                RÉGIONAL                                                AREA / CITY           </div>		

PAIEMENT DES RELEVÉS D'HONORAIRES	GUIDE No. 9	GUIDE No. 9	CLAIMS PAYMENTS
Si VOUS désirez que vos CHÈQUES soient expédiés à une adresse autre que celle de votre cabinet, veuillez cocher ci-haut et remplir les espaces à droite.  SHOULD YOU wish to have your CHÈQUES sent to an address other than your office address CHECK MARK THE ABOVE BOX AND COMPLETE SPACES TO THE RIGHT.	<div style="border: 1px solid black; padding: 5px;">             RAISON SOCIALE - BUSINESS NAME                No. RUE - STREET                MUNICIPALITÉ - MUNICIPALITY                AUX SOINS DE - IN CARE OF                NUMÉRO DE BUREAU - SUITE NUMBER                ZONE POSTALE DU COMITÉ - POSTAL ZONE OF COUNTY                TÉLÉPHONE      CODE                                                RÉGIONAL                                                AREA / CITY                COMPTE BANCAIRE              BANK ACCOUNT      No DU COMPTE - ACCOUNT No.           </div>		

POOLS AUXQUELS VOUS APPARTENEZ	GUIDE No. 10	GUIDE No. 10	POOLS TO WHICH YOU BELONG
NOM DU POOL - NAME OF POOL  No. RUE - STREET  MUNICIPALITÉ - MUNICIPALITY  AUX SOINS DE - IN CARE OF  NUMÉRO DE BUREAU - SUITE NUMBER  ZONE POSTALE DU COMITÉ - POSTAL ZONE OF COUNTY  TÉLÉPHONE      CODE RÉGIONAL AREA / CITY	<div style="border: 1px solid black; padding: 5px;">             No DU POOL SAM - SAM POOL No.                NOM DU POOL - NAME OF POOL                No. RUE - STREET                MUNICIPALITÉ - MUNICIPALITY                AUX SOINS DE - IN CARE OF                NUMÉRO DE BUREAU - SUITE NUMBER                ZONE POSTALE DU COMITÉ - POSTAL ZONE OF COUNTY                TÉLÉPHONE      CODE                                                RÉGIONAL                                                AREA / CITY           </div>		

ACTIVITÉS PROFESSIONNELLES	PROFESSIONAL ACTIVITIES
<b>1- À LA RETRAITE</b> % TEMPS - % TIME <b>RETIRED</b>  <b>2- À L'EMPLOI D'UN GOUVERNEMENT</b> <b>CIVIL SERVANT</b> MUNICIPAL      MUNICIPAL PROVINCIAL      PROVINCIAL FÉDÉRAL      FÉDÉRAL	<b>4- À L'EMPLOI D'UNE UNIVERSITÉ</b> <b>EMPLOYED BY A UNIVERSITY</b> ADMINISTRATION      ADMINISTRATION RECHERCHE      RESEARCH ENSEIGNEMENT      TEACHING PRATIQUE      PRACTICE
<b>3- NOM DU CENTRE HOSPITALIER - NAME OF HOSPITAL CENTRE</b> ADMINISTRATION      ADMINISTRATION RECHERCHE      RESEARCH RÉSIDENCE      RESIDENT INTERNAT      INTERN PRATIQUE      PRACTICE	<b>5- À L'EMPLOI D'UNE INDUSTRIE</b> <b>EMPLOYED BY AN INDUSTRY</b> <b>- OU AUTRE ORGANISATION</b> <b>OR OTHER ORGANISATION</b> ADMINISTRATION      ADMINISTRATION RECHERCHE      RESEARCH PRATIQUE      PRACTICE
	<b>6- PRATIQUE PRIVÉE</b> <b>PRIVATE PRACTICE</b>  <b>7- NOMBRE D'ANNÉES DE PRATIQUE</b> <b>No. D'ANNÉES</b> NUMBER OF YEARS OF PRACTICE      No. YEARS

DEMANDE D'INFORMATION	GUIDE No. 12	GUIDE No. 12	REQUEST FOR INFORMATION
COCHER L'ENDROIT OÙ VOUS DÉSIREZ QUE LES DEMANDES VOUS PARVIENNENT INDICATE WHERE YOU WANT REQUESTS FOR INFORMATION TO BE SENT	<div style="border: 1px solid black; padding: 5px;">             CABINET              OFFICE      ÉTAT DE COMPTE              STATEMENT OF A/C      PAIEMENTS REÇUS              CLAIMS PAYMENTS           </div>		

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**STATEMENT OF FEES — PHYSICIANS REMUNERATED  
PER CONSULTATION**

<b>1234</b> ■		SOCIAL INSURANCE NUMBER		<b>Régie de l'assurance-maladie du Québec</b>																																													
GIVEN NAME AND NAME AT BIRTH				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="3">YEAR</th> <th>MONTH</th> <th>DAY</th> <th>COD</th> <th>ACTS</th> <th>N</th> <th>MED.</th> <th>UNITS</th> <th>FEE</th> </tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>		YEAR			MONTH	DAY	COD	ACTS	N	MED.	UNITS	FEE																																	
YEAR			MONTH			DAY	COD	ACTS	N	MED.	UNITS	FEE																																					
HUSBAND'S NAME																																																	
DATE OF BIRTH																																																	
ADDRESS																																																	
PHYSICIAN'S NAME			NUMBER	GROUP	PAY TO THE BENEFICIARY <input type="checkbox"/> VISITS																																												
CONSULTATION REQUESTED BY		HIS NUMBER		YEAR	MONTH	DAY																																											
MAIN DIAGNOSIS AND DESCRIPTION OF SERVICES <div style="display: flex; gap: 5px;"> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> </div>				YEAR	MONTH	DAY																																											
<div style="display: flex; justify-content: space-between;"> <div> <b>PHYSICIAN'S COPY</b> </div> <div> <b>TOTAL</b> </div> </div>				CERTIFY THAT I HAVE PROVIDED THE SERVICES RECORDED HEREIN.  SIGNATURE OF PHYSICIAN OR OF HIS REPRESENTATIVE																																													

OPER - 6 - 56120 - 12


## HEALTH INSURANCE — FORMS AND STATEMENTS OF FEES

02-79    1670 295 CLAIM — DENTIST	3637	HEALTH INSURANCE NO.		Régie de l'assurance-maladie du Québec			
	GIVEN NAME AND NAME AT BIRTH HUSBAND'S NAME			DATE OF SERVICES YEAR MONTH DAY		ELIGIBILITY NUMBER	
	DATE OF BIRTH: <div style="display: flex; justify-content: space-between; width: 100%;"> <div>YEAR</div> <div>MONTH</div> <div>DAY</div> <div>SEX</div> </div>			YEAR MONTH DAY		YEAR MONTH DAY	
	ADDRESS			PROCEDURE		TOOTH	
	INITIAL NAME OF DENTIST			NUMBER		GROUP	
CONSULTATION REQUESTED BY			HIS NUMBER		SURFACE		
MAIN DIAGNOSIS AND COMPLEMENTARY INFORMATION			CODE OF DIAGNOSIS <div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> </div>		MODIF:		
ESTABLISHMENT			CS		NUMBER		
CODE			DATE OF ADMISSION YEAR MONTH DAY		FEES		
DATE OF DISCHARGE YEAR MONTH DAY			DENTIST'S COPY		I CERTIFY HAVING PERFORMED THE SERVICES RECORDED ABOVE.		
SIGNATURE OF DENTIST OR HIS REPRESENTATIVE			SIGNATURE OF DENTIST OR HIS REPRESENTATIVE		SIGNATURE OF DENTIST OR HIS REPRESENTATIVE		

**FORM 5**  
(s. 9)

**STATEMENT OF FEES — OPTOMETRISTS**

CLAIM FORM — OPTOMETRIST  
1500 295 02-79

6019  HEALTH INSURANCE NO. \_\_\_\_\_

GIVEN NAME AND NAME AT BIRTH \_\_\_\_\_

HUSBAND'S NAME \_\_\_\_\_

DATE OF BIRTH: YEAR MONTH DAY SEX \_\_\_\_\_

ADDRESS \_\_\_\_\_

INITIAL	NAME OF OPTOMETRIST	NUMBER	GROUP


DIAGNOSIS AND COMPLEMENTARY INFORMATION \_\_\_\_\_

CODE OF DIAGNOSIS




**Régie de  
l'assurance-maladie  
du Québec**

**OPTOMETRIST'S COPY**

DATE OF SERVICE			PROCEDURE	FEES
YEAR	MONTH	DAY		
			9 0	
			9 0	
			9 0	
			9 0	
SPECIAL CONSIDERATION			TOTAL	
				

ESTABLISHMENT

\_\_\_\_\_

I CERTIFY HAVING PERFORMED THE SERVICES RECORDED ABOVE.

SIGNATURE OF OPTOMETRIST OR HIS REPRESENTATIVE.

\_\_\_\_\_

**FORM 6**

(s. 10)

**INDIVIDUAL MANDATE**

....., **MANDATOR**  
 (family name and first name of health professional)

registered with the Régie de l'assurance-maladie du Québec (hereafter called the Board) under number

**AUTHORIZES**

....., **MANDATARY**  
 (family name and first name)

Age : .....  
 (age 18 and over)

.....  
 (address)

to sign, for him and in his name, any statement of fees or any claim form and any document related thereto, to certify that the services entered on any statement of fees or any claim and on any document related thereto were provided by the mandator and to receive from the Board the information he may require concerning the statements of fees or the claims which he is, by these presents, authorized to sign. In the case of the pharmacist, the mandator authorizes, also, when he has not personally provided the services recorded on any claim form and on any document related thereto, the mandatary to certify that such services were provided legally by one of his employees.

In addition to the other provisions of the law, the mandator agrees and undertakes to reimburse the Board, upon demand, any amount paid by the Board upon presentation of a statement of fees or a claim signed by the mandatary for services which were not provided personally or legally by one of his employees in the case of a pharmacist legally authorized to provide insured services.

The present mandate shall come into force upon receipt by the mandator of a notice from the Board in acknowledgement of the mandate and shall remain in force until such time as the mandator receives a notice from the Board to the effect that it is no longer bound by the mandate.

IN WITNESS WHEREOF, the mandator has signed this mandate along with and in the presence of the mandatary, both of whom declare that they accept the terms and conditions thereof.

SIGNED at .....

on this ..... day of ..... 19...

.....  
 (mandator)

.....  
 (mandatary)

**Notice of the Board**

The Board acknowledges receipt of this mandate.

QUÉBEC, this ..... day of ..... 19...

Régie de l'assurance-maladie du Québec

per : .....

Name .....	Complete this section to obtain acknowledgement of the mandate by the Board
Address .....	
.....	

**FORM 7**

(s. 10)

**GROUP MANDATE**

The health professionals whose names and registration numbers with the Régie de l'assurance-maladie du Québec (hereafter called the Board) appear hereunder :

1. .... No...  
 (family name and first name)

2. .... No...  
 (family name and first name)

3. .... No...  
 (family name and first name)

agree to the following :

**1.** They practise their profession as a group under number .....

and under the name of .....  
 (name of partnership)

.....  
 (address)

**2.** They mutually constitute each other mandataries and mandators for the purpose of signing, for and in the name of each other, any statement of fees or claim form and any document related thereto submitted to the Board, or as the case may be, authorize another party

....., **MANDATARY**  
 (family name and first name)

Age : .....  
 (age 18 and over)

.....  
 (address)

to sign, for them and in their names, any statement of fees or any claim form and any document related thereto submitted to the Board, to certify that the services entered on any statement of fees or any claim and on any document related thereto were provided by the mandator personally and to receive from the Board the information he may require concerning the statements of fees which he is, by these presents, authorized to sign. In the case of a pharmacist, each mandator authorizes, also, when he has not personally provided the services recorded on any claim form and on any document related thereto, the mandatory to certify that such services were provided legally by one of his employees.

**3.** In addition to the other provisions of the law, each mandator agrees and undertakes to reimburse the Board, upon demand, any amount paid by the Board upon presentation of a statement of fees or a claim signed by the mandatory for services which were not provided personally or legally by one of his employees in the case of a pharmacist legally authorized to provide insured services.

**4.** The present mandate shall come into force upon receipt by the above-mentioned partnership of a notice from the Board in acknowledgement of the mandate and shall remain in force until such time as the Board receives a notice of revocation, in writing, from the mandator or until such time as the mandator receives a notice from the Board to the effect that it is no longer bound by the mandate.

IN WITNESS WHEREOF, the mandators and the mandataries or the other mandatory as the case may be, have signed this mandate, and they declare that they accept the terms and conditions thereof.

SIGNED at .....

on this ..... day of ..... 19...

.....  
(other mandatory)

.....  
(mandators and mandataries)

#### Notice of the Board

The Board acknowledges receipt of this mandate.

QUÉBEC, this ..... day of ..... 19...

Régie de l'assurance-maladie du  
Québec

per : .....

Name ..... Complete this section to obtain acknowledgement of the mandate by the Board.

Address .....  
.....

## FORM 8

(s. 9)

Régie de l'assurance-maladie  
du Québec**CLAIM**  
**FIXED RATE AND SALARIED PHYSICIANS**

<b>PHYSICIAN</b>	
GIVEN NAME	NAME
SOCIAL INSURANCE NUMBER	
2	
SPECIALTY	PHYSICIAN'S NUMBER
GROUP NUMBER	
THIS CLAIM APPLIES TO THE PERIOD	
FROM	YEAR
MONTH	DAY
TO	YEAR
MONTH	DAY

<b>ESTABLISHMENT</b>	
NAME	NUMBER
DEPARTMENT OR SERVICE	
PROGRAMME NO.	

DAY OF PERIOD	DATE		NUMBER OF HOURS WORKED	NUMBER OF HOURS ON DUTY IN THE ESTABLISHMENT	NUMBER OF HOURS OF PAID HOLIDAYS	NUMBER OF HOURS OF UNPAID HOLIDAYS	CODE	TYPES OF HOLIDAYS PRESCRIBED IN AGREEMENTS
	MONTH	DAY						
SUNDAY								<p style="text-align: center;">(Agreement F.M.O.Q. Schedule VI) (Agreement F.M.S.Q. Schedule No. II)</p> <p><b>CODE</b></p> <p>01 MATERNITY LEAVE (section 1.00) — <b>MEDICAL CERTIFICATE REQUIRED</b></p> <p>02 ANNUAL HOLIDAYS (section 2.00)</p> <p>03 PAID HOLIDAYS (section 3.00)</p> <p>04 SPECIAL LEAVE UPON THE DEATH OF A RELATIVE (section 4.00e)) FATHER, MOTHER, BROTHER, SISTER, HUSBAND, WIFE, CHILD, FATHER-IN-LAW, MOTHER-IN-LAW, DAUGHTER-IN-LAW, SON-IN-LAW.</p> <p>05 SPECIAL LEAVE UPON THE DEATH OF A RELATIVE (section 4.01b)) SISTER-IN-LAW, BROTHER-IN-LAW, GRANDPARENTS.</p> <p>06 SPECIAL LEAVE UPON THE BIRTH OR ADOPTION OF A CHILD (section 4.01c and 4.01d).</p> <p>07 SPECIAL LEAVE WITHOUT REMUNERATION (sections 4.06 and 4.07)</p> <p>08 SPECIAL LEAVE AS JUROR OR WITNESS (section 4.05) — <b>SPECIFY REMUNERATION RECEIVED</b></p> <div style="border: 1px solid black; width: 150px; height: 20px; margin: 5px 0;"></div> <p>09 REFRESHER COURSE LEAVE (section 5.00)</p> <p>10 SICK LEAVE (section 8.00) — <b>SUPPORTING DOCUMENTS REQUIRED</b> (section 8.02c)</p>
MONDAY								
TUESDAY								
WEDNESDAY								
THURSDAY								
FRIDAY								
SATURDAY								
SUNDAY								
MONDAY								
TUESDAY								
WEDNESDAY								
THURSDAY								
FRIDAY								
SATURDAY								
SUNDAY								
MONDAY								
TUESDAY								
WEDNESDAY								
THURSDAY								
FRIDAY								
SATURDAY								

CODE DE TRANSACTION	<b>TOTAL</b>								
---------------------	--------------	--	--	--	--	--	--	--	--

<p><b>PHYSICIAN'S SIGNATURE</b></p> <p>I CERTIFY THAT THE INFORMATION GIVEN IN THIS CLAIM IS CORRECT</p> <div style="border-bottom: 1px solid black; height: 20px; width: 100%;"></div> <p style="text-align: right;">DATE</p>	<p><b>ATTESTATION OF ESTABLISHMENT</b></p> <p>THE PERSON WHO SIGNS ON BEHALF OF THE ESTABLISHMENT CERTIFIES THAT THE INFORMATION MENTIONED HEREIN IS EXACT.</p> <div style="border-bottom: 1px solid black; height: 20px; width: 100%;"></div> <p style="text-align: right;">DATE</p>
PHYSICIAN'S SIGNATURE	SIGNATORY AUTHORIZED FOR THE ESTABLISHMENT

BOARD'S COPY

## FORM 9

(s. 9)

Régie de l'assurance-maladie  
du QuébecCLAIM  
PHYSICIAN REMUNERATED PER DETERMINED  
HOURS

<b>PHYSICIAN</b>		GIVEN NAME		NAME		SOCIAL INSURANCE NUMBER		3		
SPECIALTY			PHYSICIAN'S NUMBER		GROUP NUMBER			THIS CLAIM SHALL APPLY FOR THE PERIOD FROM: YEAR MONTH DAY TO YEAR MONTH DAY		

<b>ESTABLISHMENT</b>		NAME		NUMBER		DEPARTMENT OR SERVICE		PROGRAMME No.	
----------------------	--	------	--	--------	--	-----------------------	--	---------------	--

DAY OF PERIOD	DATE		NATURE		NATURE		NATURE		NATURE		NATURE		TOTAL HOURS	NUMBER OF CASES CODE HOURS
	MONTH	DAY	CODE	HOURS	CODE	HOURS	CODE	HOURS	CODE	HOURS	CODE	HOURS		
SUNDAY														
MONDAY														
TUESDAY														
WEDNESDAY														
THURSDAY														
FRIDAY														
SATURDAY														
SUNDAY														
MONDAY														
TUESDAY														
WEDNESDAY														
THURSDAY														
FRIDAY														
SATURDAY														

CODE DE TRANSACTION	<b>TOTAL</b>	
---------------------	--------------	--

<b>PHYSICIAN'S SIGNATURE</b>		<b>ATTESTATION OF ESTABLISHMENT</b>	
I CERTIFY THAT THE INFORMATION GIVEN IN THIS CLAIM IS CORRECT		THE PERSON WHO SIGNS ON BEHALF OF THE ESTABLISHMENT CERTIFIES THAT THE INFORMATION MENTIONED HEREIN IS CORRECT.	
	DATE		DATE
PHYSICIAN'S SIGNATURE		SIGNATORY AUTHORIZED FOR ESTABLISHMENT	



**FORM 10**

(s. 10)

**GROUP MANDATE**

The health professionals whose names and registration numbers with the Régie de l'assurance-maladie du Québec (hereafter called the Board) appear hereunder :

1. .... No...  
(family name and first name)
2. .... No...  
(family name and first name)
3. .... No...  
(family name and first name)
4. .... No...  
(family name and first name)
5. .... No...  
(family name and first name)
6. .... No...  
(family name and first name)
7. .... No...  
(family name and first name)
8. .... No...  
(family name and first name)
9. .... No...  
(family name and first name)
10. .... No...  
(family name and first name)
11. .... No...  
(family name and first name)
12. .... No...  
(family name and first name)
13. .... No...  
(family name and first name)
14. .... No...  
(family name and first name)
15. .... No...  
(family name and first name)
16. .... No...  
(family name and first name)
17. .... No...  
(family name and first name)
18. .... No...  
(family name and first name)
19. .... No...  
(family name and first name)
20. .... No...  
(family name and first name)
21. .... No...  
(family name and first name)
22. .... No...  
(family name and first name)

23. .... No...  
(family name and first name)
24. .... No...  
(family name and first name)
25. .... No...  
(family name and first name)
26. .... No...  
(family name and first name)
27. .... No...  
(family name and first name)
28. .... No...  
(family name and first name)
29. .... No...  
(family name and first name)
30. .... No...  
(family name and first name)

agree to the following :

- 1.** They practise their profession as a group under number .....  
and under the name of .....  
(name of partnership)  
.....  
(address)

- 2.** They mutually constitute each other mandataries and mandators for the purpose of signing, for and in the name of each other, any statement of fees or claim form and any document related thereto submitted to the Board, or as the case may be, authorize another party

**MANDATARY :** .....  
(family name and first name)

**Age :** .....  
(age 18 and over)  
.....  
(address)

to sign, for them and in their names, any statement of fees or any claim form and any document related thereto submitted to the Board, to certify that the services entered on any statement of fees or any claim and on any document related thereto were provided by the mandator personally and to receive from the Board the information he may require concerning the statements of fees which he is, by these presents, authorized to sign. In the case of a pharmacist, each mandator authorizes, also, when he has not personally provided the services recorded on any claim form and on any document related thereto, the mandatary to certify that such services were provided legally by one of his employees.

**3.** In addition to the other provisions of the law, each mandator agrees and undertakes to reimburse the Board, upon demand, any amount paid by the Board upon presentation of a statement of fees or a claim signed by the mandatory for services which were not provided personally or legally by one of his employees in the case of a pharmacist legally authorized to provide insured services.

**4.** The present mandate shall come into force upon receipt by the above-mentioned partnership of a notice from the Board in acknowledgement of the mandate and shall remain in force until such time as the Board receives a notice of revocation, in writing, from the mandator or until such time as the mandator receives a notice from the Board to the effect that it is no longer bound by the mandate.

IN WITNESS WHEREOF, the mandators and the mandataries or the other mandatory, as the case may be, have signed this mandate, and they declare that they accept the terms and conditions thereof.

SIGNED at .....  
on this ..... day of ..... 19...

..... (other mandatory) ..... (other mandatory)

1. ....  
(mandators and mandataries)

2. ....  
(mandators and mandataries)

3. ....  
(mandators and mandataries)

4. ....  
(mandators and mandataries)

5. ....  
(mandators and mandataries)

6. ....  
(mandators and mandataries)

7. ....  
(mandators and mandataries)

8. ....  
(mandators and mandataries)

9. ....  
(mandators and mandataries)

10. ....  
(mandators and mandataries)

11. ....  
(mandators and mandataries)

12. ....  
(mandators and mandataries)

13. ....  
(mandators and mandataries)

14. ....  
(mandators and mandataries)

15. ....  
(mandators and mandataries)

16. ....  
(mandators and mandataries)

17. ....  
(mandators and mandataries)

18. ....  
(mandators and mandataries)

19. ....  
(mandators and mandataries)

20. ....  
(mandators and mandataries)

21. ....  
(mandators and mandataries)

22. ....  
(mandators and mandataries)

23. ....  
(mandators and mandataries)

24. ....  
(mandators and mandataries)

25. ....  
(mandators and mandataries)

26. ....  
(mandators and mandataries)

27. ....  
(mandators and mandataries)

28. ....  
(mandators and mandataries)

29. ....  
(mandators and mandataries)

30. ....  
(mandators and mandataries)

#### Notice of the Board

The Board acknowledges receipt of this mandate.

QUÉBEC, this ..... day of ..... 19...

Régie de l'assurance-maladie du  
Québec

per : .....

Name ..... Complete this section to obtain acknowledgement of the mandate by the Board

Address .....

N.B. The group number is that which you were accustomed to using under the Medical Assistance Program.

**FORM 11**

(s. 10)

**MANDATE BY THE HEALTH PROFESSIONAL AUTHORIZING A THIRD PARTY  
TO RECEIVE PAYMENT ON HIS BEHALF**Régie de l'assurance-maladie  
du Québec**MANDATE BY THE HEALTH PROFESSIONAL AUTHORIZING A THIRD PARTY  
TO RECEIVE PAYMENT ON HIS BEHALF**I, the undersigned, .....  
(Write in block letters)

professional, registered with the Régie de l'assurance-maladie du Québec,

under No. .... and subject to the application of an

agreement concluded by .....  
(Specify Federation or Association)hereby authorize the Régie de l'assurance-maladie du Québec to issue any cheque in  
payment of amounts due to me for insured services rendered, to the order of :

Name of authorized third party .....

Address .....

I agree that any such payment will be considered, for all legal  
purposes, as having been made to me personally.Deposit of the cheque or its endorsement by the person I have authorized  
for this purpose constitutes, for all legal purposes, final payment  
of the cost of insured services that this cheque is intended to pay.No legal action may be taken against the Board by the undersigned  
when payment is made by the Board in accordance with the terms of the  
present mandate.

In witness whereof, I have signed at .....

on ..... day of ..... 19....

(mandator)

**Notice of the Board**

The Board acknowledges receipt of the mandate.

QUÉBEC, this ..... day of ..... 19....

Régie de l'assurance-maladie du Québec

per: .....

NAME .....

ADDRESS .....

**COMPLETE THIS SECTION TO OBTAIN  
ACKNOWLEDGEMENT OF RECEIPT  
OF MANDATE BY THE BOARD**

**FORM 12**  
 (ss. 5 and 6)

**DEMANDE D'INSCRIPTION — PHARMACIEN**  
**APPLICATION FOR REGISTRATION — PHARMACIST**
**RÉGIE DE  
L'ASSURANCE-MALADIE  
DU QUÉBEC**

**FICHE DU PHARMACIEN**  
**PHARMACIST'S FORM**

LES RENSEIGNEMENTS INSCRITS SUR CETTE FORMULE SONT CEUX QUI FIGURENT DANS NOS FICHIERS. VEUILLEZ VÉRIFIER S'ils SONT EXACTS ET COMPLETS. S'IL FAUT Y APPORTER DES MODIFICATIONS, VEUILLEZ LES INDICER EN LETTRES MOULÉES DANS LES PARTIES BLANCHES RÉSERVÉES À CET EFFET ET NOUS RETOURNER CETTE FORMULE. SI TOUTS NOS RENSEIGNEMENTS SONT EXACTS ET COMPLETS CONSERVEZ CETTE FORMULE EN PRÉVISION DE MODIFICATIONS ÉVENTUELLES.

THE INFORMATION SHOWN ON THIS FORM IS THAT WHICH APPEARS IN OUR FILES, PLEASE VERIFY TO SEE IF THIS INFORMATION IS EXACT AND COMPLETE. SHOULD IT BE NECESSARY TO MAKE ANY CORRECTIONS, PLEASE INDICATE THEM IN BLOCK LETTERS IN THE BLANK AREAS RESERVED FOR THIS PURPOSE AND RETURN THE FORM. IF ALL OUR INFORMATION IS CORRECT AND COMPLETE, KEEP THE FORM FOR THE PURPOSE OF FUTURE CHANGES.

 POUR TOUT RENSEIGNEMENT  
SUPPLÉMENTAIRE, SIGNALEZ :

**QUÉBEC** : 418 - 643-9174  
**MONTREAL** : 514 - 873-3048

 FOR ANY ADDITIONAL  
INFORMATION

**PHARMACIEN - PHARMACIST**

PRÉNOM USUEL, NOM ET ADRESSE RÉSIDENTIELLE SURNAME, NAME AND HOME ADDRESS	
13	13 NOM - NAME 47
48	48 ADRESSE - ADDRESS 77
14	14 42
43	43 77

No INSCRIPTION - COLLÈGE - REGISTRATION No.	
16	24

DATE DE NAISSANCE - DATE OF BIRTH		SEXE - SEX	
JOUR / DAY	MOIS / MONTH	ANNÉE - YEAR	
25		30	31

No ASSURANCE SOCIALE - SOCIAL INSURANCE No.	
32	40

GRADUATION	DIPLOME - DIPLOMA	UNIVERSITÉ - UNIVERSITY	ANNÉE - YEAR
------------	-------------------	-------------------------	--------------

REGION - AREA	TELEPHONE RESIDENCE
41	50

AUTRE DIPLOME EN PHARMACIE OTHER DIPLOMA IN PHARMACY	DIPLOME - DIPLOMA	UNIVERSITÉ - UNIVERSITY	ANNÉE - YEAR
---	-------------------	-------------------------	--------------

CORRESPONDANCE	51	1	51	2
CORRESPONDENCE	FRANÇAIS	OU / OR	ENGLISH	

DATE

SIGNATURE

11	RÉSERVÉ À LA RÉGIE — RESERVED FOR THE BOARD																						
3	4	11	12	13	14	16	18	19	20	22	24	25											
26											40	41											60
61						64	65						71										

## FORM 13

(s. 6)

DEMANDE D'INSCRIPTION — PHARMACIEN  
APPLICATION FOR REGISTRATION — PHARMACISTFICHE DE LA PHARMACIE  
PHARMACY FORMRÉGIE DE  
L'ASSURANCE-MALADIE  
DU QUÉBEC

LES RENSEIGNEMENTS INSCRITS SUR CETTE FORMULE SONT CEUX QUI FIGURENT DANS NOS FICHIERS. VEUILLEZ VÉRIFIER S'ils SONT EXACTS ET COMPLETS. S'IL FAUT Y APPORTER DES MODIFICATIONS, VEULEZ LES INDICER EN LETTRES MOULÉES DANS LES PARTIES BLANCHES RÉSERVÉES À CET EFFET ET NOUS RETOURNER CETTE FORMULE. SI TOUTS NOS RENSEIGNEMENTS SONT EXACTS ET COMPLETS CONSERVEZ CETTE FORMULE EN PRÉVISION DE MODIFICATIONS ÉVENTUELLES.

THE INFORMATION SHOWN ON THIS FORM IS THAT WHICH APPEARS IN OUR FILES. PLEASE VERIFY TO SEE IF THIS INFORMATION IS EXACT AND COMPLETE. SHOULD IT BE NECESSARY TO MAKE ANY CORRECTIONS, PLEASE INDICATE THEM IN BLOCK LETTERS IN THE BLANK AREAS RESERVED FOR THIS PURPOSE AND RETURN THE FORM. IF ALL OUR INFORMATION IS CORRECT AND COMPLETE, KEEP THE FORM FOR THE PURPOSE OF FUTURE CHANGES.

POUR TOUT RENSEIGNEMENT  
SUPPLÉMENTAIRE, SIGNALEZ :QUÉBEC : 418 - 643-9174  
MONTREAL : 514 - 873-3048FOR ANY ADDITIONAL  
INFORMATION

## PHARMACIE - PHARMACY

PERMIS D'OPÉRATION - OPERATING PERMIT		RÉGION - AREA		TÉLÉPHONE - TELEPHONE	
		13		22	
NOM ET ADRESSE - NAME AND ADDRESS					
22		13 NOM - NAME			
		47			
		48 ADRESSE - ADDRESS			
		77			
23		13			
		42			
		43			
		72			

CORRESPONDANCE

23 ☐ 123 ☐ 2

CORRESPONDENCE

FRANÇAIS OU/OU ENGLISH

## RÉSERVÉ À LA RÉGIE - RESERVED FOR THE BOARD

21	3	5								11		12
24												58
54										58	59	
60												
45	44									53		58
45	44									53		58
45	44									53		58
45	44									53		58
45	44									53		58
45	44									53		58
45	44									53		58

## PHARMACIENS - PHARMACISTS

24	NOM - NAME	No COLLEGE No.	EN VIGUEUR - EFFECTIVE
13		37 33	44 JR DAY MO AN YR
24	NOM - NAME	No COLLEGE No.	EN VIGUEUR - EFFECTIVE
13		37 33	44 JR DAY MO AN YR
24	NOM - NAME	No COLLEGE No.	EN VIGUEUR - EFFECTIVE
13		37 33	44 JR DAY MO AN YR
24	NOM - NAME	No COLLEGE No.	EN VIGUEUR - EFFECTIVE
13		37 33	44 JR DAY MO AN YR
24	NOM - NAME	No COLLEGE No.	EN VIGUEUR - EFFECTIVE
13		37 33	44 JR DAY MO AN YR
24	NOM - NAME	No COLLEGE No.	EN VIGUEUR - EFFECTIVE
13		37 33	44 JR DAY MO AN YR

## ÉTAT DE COMPTE - STATEMENT OF ACCOUNT

SI VOUS DESIREZ RECEVOIR VOS ÉTATS DE COMPTE À UNE ADRESSE AUTRE QUE CELLE DE LA PHARMACIE, VEUILLEZ L'INDIQUER DANS LA PARTIE BLANCHE CI-DESSOUS.

IF YOU WISH TO RECEIVE YOUR STATEMENTS OF ACCOUNT AT AN ADDRESS OTHER THAN THAT OF THE PHARMACY, PLEASE INDICATE IN BLANK AREAS BELOW.

13 NOM - NAME		47
26		
48 ADRESSE - ADDRESS		77
13		42
27		
43		72

## CHÈQUE - CHEQUE

SI VOUS DESIREZ RECEVOIR VOS CHÈQUES À UNE ADRESSE AUTRE QUE CELLE DE LA PHARMACIE, VEUILLEZ L'INDIQUER DANS LA PARTIE BLANCHE CI-DESSOUS.

IF YOU WISH TO RECEIVE YOUR CHECKS AT AN ADDRESS OTHER THAN THAT OF THE PHARMACY, PLEASE INDICATE IN BLANK AREAS BELOW.

13 NOM - NAME		47
28		
48 ADRESSE - ADDRESS		77
13		42
29		
43		72

DATE

SIGNATURE

# FORM 14

(s. 9)

CPHE-6-58100-07 DEMANDE DE PAIEMENT-PHARMACIEN CLAIM FORM-PHARMACIST	No D'ASSURANCE-MALADIE HEALTH INSURANCE No.																													
	NOM DU BÉNÉFICIAIRE BENEFICIARY'S NAME																													
	DATE DE NAISSANCE DATE OF BIRTH		JR DAY		MO	AN	YR	SE		LA	EXP																			
	ADRESSE / ADDRESS																													
	PHARMACIE / PHARMACY						PERMIS / OPEN PERMIT				NO D'ADMISSIBILITÉ / ELIGIBILITY NO																			
	PHARMACIEN / PHARMACIST						NUMÉRO / NUMBER				PRESCRIPTEUR / PRESCRIBER NOM / NAME																			
	NO PRESCRIPTION NO						MÉDICAMENT / DRUG				NR		SV		EQV		CODE		QUANT		DT		CONT / COST		SERV		MOD		MONTANT / AMOUNT	
	SIGNATURE DU PHARMACIEN-PROPRIÉTAIRE OU DE SON MANDATAIRE												DATE DU SERVICE				JR DAY		MO	AN	YR	TOTAL								
SIGNATURE OF PHARMACIST-PROPRIETOR OR OF HIS REPRESENTATIVE																		MO	AN	YR										



RÉGIE DE L'ASSURANCE-MALADIE DU QUÉBEC

7211

COPIE DU PHARMACIEN  
PHARMACIST'S COPY

**FORM 15**  
(s. 13)

**CARNET DE RÉCLAMATION**  
**CLAIM BOOKLET**

Preuve d'admissibilité: médicaments  
Proof of eligibility: drugs



**MINISTÈRE DES AFFAIRES SOCIALES**

Preuve d'admissibilité:  
médicaments

Proof of eligibility:  
drugs

DOSSIER N° FILE NO

VALIDE DU  
VALID FROM

AU  
TO

NOM DU BÉNÉFICIAIRE  
NAME OF BENEFICIARY

PLIER ICI/FOLD HERE

Initiale Initial	Sexe Sex	Date de naissance Date of birth			
		J	D	M	A-Y
Bénéficiaire — Beneficiary					

Initiale Initial	Sexe Sex	Date de naissance Date of birth			
		J	D	M	A-Y
Conjoint — Spouse					

ENFANTS — CHILDREN

SOUS MINISTRE  
DEPUTY MINISTER

SIGNATURE DU BÉNÉFICIAIRE  
SIGNATURE OF BENEFICIARY

ASM-1

S-00000000

Amended in French, D. 3180-81, G.O.II, 1981, p. 5336.

**FORM 16**

(s. 10)

**GROUP MANDATE OF HEALTH  
PROFESSIONALS AUTHORIZING A THIRD-  
PARTY TO RECEIVE PAYMENT ON THEIR  
BEHALF**

WE, the undersigned, health professionals registered with the Régie de l'assurance-maladie du Québec, under the names and numbers :

1. .... No. ...  
(Name in full)
2. .... No. ...  
(Name in full)
3. .... No. ...  
(Name in full)

and subject to the application of an agreement concluded by .....  
(name Federation or Association)

hereby authorize the Régie de l'assurance-maladie du Québec to issue any cheque in payment of amounts due to us for insured services to the order of :

Name of authorized third-party : .....

Address : .....

We agree that any such payment will be considered for legal purposes as having been made to us personally.

The cashing of the cheque by the person we have authorized or endorsement by the latter, constitute for all legal purposes a release for the cost of the insured services that such cheque was intended to pay for.

No suit may be taken against the Board by the undersigned when a payment was made by it in accordance with this mandate.

IN WITNESS WHEREOF, we have signed at .....  
..... on ..... day of ..... 19...

1. ....
2. ....
3. ....

**Notification by the Board**

The Board acknowledges receipt of this mandate.

QUÉBEC, this ..... day of ..... 19...

Régie de l'assurance-maladie du Québec

by : .....

Name .....

Address .....

.....  
Complete this section to obtain acknowledgement of receipt of mandate by the Board.

**FORM 17**

(s. 10)

**GROUP MANDATE OF HEALTH  
PROFESSIONALS AUTHORIZING A THIRD-  
PARTY TO RECEIVE PAYMENT ON THEIR  
BEHALF**

WE, the undersigned, health professionals registered with the Régie de l'assurance-maladie du Québec, under the names and numbers :

1. .... No. ...  
(name in full)
2. .... No. ...
3. .... No. ...
4. .... No. ...
5. .... No. ...
6. .... No. ...
7. .... No. ...
8. .... No. ...
9. .... No. ...
10. .... No. ...
11. .... No. ...
12. .... No. ...
13. .... No. ...
14. .... No. ...
15. .... No. ...
16. .... No. ...
17. .... No. ...
18. .... No. ...
19. .... No. ...
20. .... No. ...
21. .... No. ...
22. .... No. ...
23. .... No. ...
24. .... No. ...
25. .... No. ...
26. .... No. ...
27. .... No. ...



28. . . . . No..

29. . . . . No..

30. . . . . No..

and subject to the application of an agreement concluded  
by : .....  
(name Federation or Association)

hereby authorize the Régie de l'assurance-maladie du Québec to issue any cheque in payment of amounts due to us for insured services to the order of :

Name of authorized third-party : .....

**Address :** .....

We agree that any such payment will be considered for legal purposes as having been made to us personally.

The cashing of the cheque by the person we have authorized or endorsement by the latter, constitute for all legal purpose a release for the cost of the insured services that such cheque was intended to pay for.

No suit may be taken against the Board by the undersigned when a payment was made by it in accordance with this mandate.

IN WITNESS WHEREOF, we have signed at . . . . .  
 . . . . . on . . . . . day of . . . . . 19. . . . .

1. ....
2. ....
3. ....
4. ....
5. ....
6. ....
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15. ....
16. ....
17. ....
18. ....

19. ....
20. ....
21. ....
22. ....
23. ....
24. ....
25. ....
26. ....
27. ....
28. ....
29. ....
30. ....

### Notification by the Board

**The Board acknowledges receipt of this mandate.**

QUÉBEC, this ..... day of ..... 19...

Régie de l'assurance-maladie du Québec

by : .....

Name .....

Address .....

Complete this section to obtain acknowledgement of receipt of mandate by the Board.

**FORM 18**  
 (s. 12)

NOTICE OF CHANGE OF ADDRESS  
 NOTICE OF LEAVING QUÉBEC  
 NOTICE OR REPLACEMENT OF A HEALTH INSURANCE CARD  
 NOTICE OF CORRECTIONS  
 NOTICE OF DEATH

FOR USE BY THE BOARD

CHECK (✓) THE SPACE THAT CORRESPONDS TO THE SITUATION DESCRIBED

CHANGE  
OF ADDRESS ☐LEAVING  
QUÉBEC ☐DEATH ☐CORRECTIONS ☐(UNDERLINE THE  
INFORMATION  
TO BE CORRECTED)

REPLACEMENT OF CARD

DAMAGED ☐ LOST ☐ STOLEN ☐ OTHER ☐ (Specify)**IDENTIFICATION**

HEALTH INSURANCE NUMBER		SURNAME AT BIRTH		USUAL GIVEN NAME	
SOCIAL INSURANCE NO.	DATE OF BIRTH YEAR MONTH DAY	SEX M F	CIVIL STATUS SINGLE <input type="checkbox"/> MARRIED <input type="checkbox"/> WIDOWER <input type="checkbox"/> OTHER <input type="checkbox"/>		
Do you wish to have your husband's name on your health insurance card?		NO <input type="checkbox"/> YES <input type="checkbox"/>	SURNAME OF HUSBAND		
A BIRTH CERTIFICATE OR A CHANGE OF NAME CERTIFICATE IS REQUIRED FOR ANY CHANGE OF SURNAME, GIVEN NAME, DATE OF BIRTH OR SEX. IN THAT CASE ONLY, RETURN THE INACCURATE HEALTH INSURANCE CARD TO THE RÉGIE.					

**ADDRESS**

PERMANENT ADDRESS				DATE OF MOVE INTO THE NEW ADDRESS YEAR MONTH DAY	
NUMBER	STREET	APT.		THIS CHANGE OF ADDRESS APPLIES TO	
CITY OR LOCALITY		PROVINCE	POSTAL CODE		
PREVIOUS ADDRESS					
NUMBER	STREET	APT.		MYSELF <input type="checkbox"/>	
CITY OR LOCALITY		PROVINCE	MY WHOLE FAMILY <input type="checkbox"/>		
		POSTAL CODE	SEE INSTRUCTIONS <b>(2)</b>		

**DEATH**

DATE OF DEATH YEAR MONTH DAY	SURNAME AND GIVEN NAME OF THE PERSON WHO DECLARES THE DEATH	RETURN THE HEALTH INSURANCE CARD TO THE RÉGIE
---------------------------------	---	---

**LEAVING QUEBEC TO LIVE ELSEWHERE**

IS THE WHOLE FAMILY LEAVING? NO <input type="checkbox"/> YES <input type="checkbox"/>	DATE LEAVING YEAR MONTH DAY	DESTINATION: PROVINCE OR COUNTRY	DATE OF ARRIVAL YEAR MONTH DAY
SURNAME AND GIVEN NAME OF DEPENDENT PERSONS LEAVING QUÉBEC		RETURN THE HEALTH INSURANCE CARDS TO THE RÉGIE	
HEALTH INSURANCE NO.	SURNAME AT BIRTH	USUAL GIVEN NAME	

**DECLARATION**

I declare that the above information is true and accurate and that I am a resident of Québec.		DATE YEAR MONTH DAY	TELEPHONE NO. AREA CODE
SIGNATURE			
Whoever makes a false declaration is guilty of a serious offense.			

RÉGIE DE L'ASSURANCE-MALADIE DU QUÉBEC

Amended in French D. 3943-80, G.O.II, 1981, p. 244.

(s. 11)



Case postale 6600  
Québec (Québec)  
G1K 7T3

## CLAIM

DO NOT WRITE IN THIS SPACE

26

**FORM 20**

(s. 14)

Régie de  
l'assurance-maladie  
du QuébecCase postale 6600  
Québec (Québec)  
G1K 7T3**NOTICE  
OF ACQUISITION**

DO NOT WRITE IN THIS SPACE

BENEFICIARY		PROTHESES AND ORTHOPAEDIC OR OTHER DEVICES			
HEALTH INSURANCE NUMBER		FIRST NAME AND SURNAME AT BIRTH			
SPOUSE'S FAMILY NAME, IF APPLICABLE		DATE OF BIRTH YEAR MONTH DAY		SEX M-F	OCCUPATION
ADDRESS NUMBER	STREET			APARTMENT	
MUNICIPALITY	COUNTY			AREA	POSTAL CODE
I declare to have furnished the beneficiary named above with the devices described on the claim form bearing the same number as this notice.		SIGNATURE OF THE AUTHORIZED REPRESENTATIVE OF INSTITUTION OR LABORATORY  Whoever makes a false statement is guilty of a serious offence.			YEAR MONTH DAY
I declare to have received the devices described on the claim form bearing the same number as this notice.		SIGNATURE OF THE BENEFICIARY OR THE PERSON RESPONSIBLE  Whoever makes a false statement is guilty of a serious offence.		TELEPHONE NUMBER	DATE OF ACQUISITION OF DEVICE(S) YEAR MONTH DAY

**COPY OF THE BOARD**

Complete and return to the Régie de l'assurance-maladie after the acquisition.

**FORM 21**

(s. 11)

## STATEMENT OF ACCOUNT — AID FOR VISUALLY HANDICAPPED PERSONS

[illegible]

**FORM 22**

(ss. 3 and 15)

**APPLICATION FOR ACCREDITATION****Billing by magnetic recording media**

I, the undersigned . . . . .  
 . . . . ., a professional in the field of health participating in  
 the health insurance plan and subject to the agreement  
 made with

. . . . .  
 (indicate name of federation or association)

send this application for accreditation to the Board in accordance with section 15 of the Regulation respecting forms and statements of fees under the Health Insurance Act (R.R.Q., c. A-29, r.2).

**1.** I intend to use the following magnetic recording medium : (description)

**2.** (a) I have signed a service contract (standard contract No. . . . .) with the following data processing agency :

Name : . . . . .

Address : . . . . .

(b) Means of sending data to data processing agency : (indicate one or the other)

i. I intend to give the data processing agency copies of my billing statements ;

or

ii. I intend to use a telecommunication system with the agency.

**3.** The fees owing to me by the Board will be payable :

(1) to me ; or

(2) to a third party designated in the third-party authorization attached.

**4.** I include with this application for accreditation :

(a) a detailed description of the billing and auditing system used ; and, where applicable,

(b) a certificate of authorization (Form 24), duly completed and signed, authorizing the data processing agency named above to claim my fees from the Board in my name.

**5.** I am a member of the following professional groups for the purposes of this application for accreditation :

Group No. . . . .  
 . . . . .  
 . . . . .

Signed at . . . . . this . . . . . day  
 of . . . . . 19. . .

. . . . .  
 (professional in the field of health)

Number : . . . . .

. . . . .  
 (accepted by the Board)

Signed at . . . . . this . . . . . day  
 of . . . . . 19. . .

Effective on . . . . .

Régie de l'assurance-  
 maladie du Québec

by : . . . . .

**FORM 23**

(s. 16)

**AUTHORIZATION — DATA PROCESSING AGENCY**

**THE PRINCIPAL,** . . . . .  
 (name in full of professional in the field of health)

registered at the Régie de l'assurance-maladie du Québec (hereinafter called the Board) under number . . . . .

**AUTHORIZES**

**THE REPRESENTATIVE,** . . . . .  
 (name of data processing agency)

. . . . .  
 (address of agency)

to claim his fees from the Board in his name.

The principal hereby allows any person authorized by the Board to communicate with the representative, examine any data and papers relevant to his claims, and make copies wherever necessary.

In addition, the principal authorizes the Board to provide the representative with any information it requires concerning the claims he sends to the Board by magnetic recording media.

This authorization is effective from the date on which the Board accepts the application for accreditation, and remains effective for the duration of the accreditation.

IN WITNESS WHEREOF, the principal has signed the authorization in the presence of the representative or its duly authorized agent, both parties affirming that they accept its terms and conditions.

SIGNED at ..... this .....  
day of ..... 19...

.....  
(principal)

.....  
(representative)

Date of acceptance of application for accreditation :  
.....

## FORM 24

(s. 30)

### ATTESTATION — DATA PROCESSING AGENCY

Page ..... of .....

Header record :

Tail record :

Agency :

The agency named above certifies :

(1) that it has been duly authorized as representative to claim fees from the Board for the accredited professionals named below ;

(2) that it has made this magnetic recording medium according to the data provided by the accredited professionals named below ;

(3) that the following summarizes the information on the magnetic recording medium :

— attestation number : .....

— code of professional : .....

— number of claims : .....

— amount of fees : .....

Signed at ..... this ..... day  
of ..... 19...

.....  
(name of agency)

by : .....

## FORM 25

(s. 30)

### ATTESTATION — ACCREDITED PROFESSIONAL

Page ..... of .....

Header record :

Tail record :

I, the undersigned, .....  
....., an accredited professional, certify :

(1) that I prepared this magnetic recording medium according to the information in the billing statements ;

(2) that the following summarizes the information on the magnetic recording medium :

— attestation number : .....

— code of professional : .....

— number of claims : .....

— amount of fees : .....

Signed at ..... this ..... day  
of ..... 19...

.....  
(accredited professional)





**FORM 27**  
(s. 11)

REQUEST FOR PAYMENT OR REIMBURSEMENT TO A BENEFICIARY — DENTISTS														
1 2 3 4 5					HEALTH INSURANCE NUMBER									
GIVEN NAME AND SURNAME AT BIRTH														
HUSBAND'S NAME														
DATE OF BIRTH			YEAR		MONTH		DAY		SEX		EXPIRY DATE			
ADDRESS														
INIT		DENTIST'S NAME					NUMBER			GROUP				
CONSULTATION REQUESTED BY										HIS NUMBER				
PRINCIPAL DIAGNOSIS AND ADDITIONAL INFORMATION										CODE OF DIAGNOSIS				
										CS				
										ESTABLISHMENT				
CODE		YEAR		MONTH		DAY		YEAR		MONTH		DAY		
SIGNATURE OF DENTIST OR HIS REPRESENTATIVE														
TOTAL														

**TO BE COMPLETED BY THE BENEFICIARY**

**before returning this request for payment or reimbursement to the Régie de l'assurance-maladie**

PERMANENT ADDRESS (BLOCK LETTERS)			
NUMBER	STREET	APT	
CITY OR LOCALITY		PROVINCE	POSTAL CODE

IF DIFFERENT, ADDRESS WHERE YOU WISH TO RECEIVE YOUR CHÉQUE (BLOCK LETTERS)			
NUMBER	STREET		APT
CITY OR LOCALITY		PROVINCE	POSTAL CODE

CHECK (✓) THE APPROPRIATE BOX:

- ☐ You have never applied for your health insurance card.
- ☐ You no longer have your health insurance card.

**You must:**

1. Complete a registration form and attach the required documents thereto.
2. Attach the last copy of the request for payment or reimbursement.
3. Mail all the documents in the envelope provided for that purpose.

CHECK (✓) THE APPROPRIATE BOX:

- ☐ You have your health insurance card but did not present it.
- ☐ You have applied for your health insurance card but have not yet received it.

DATE OF APPLICATION	
MONTH	YEAR

Upon returning home or upon receipt of your health insurance card, you must:

1. Record your health insurance number (12 spaces) on the first line of the request for payment or reimbursement form and if you are a social aid recipient, record your social aid number in the upper right corner.
2. Record the date of expiry in the space to the right of the date of birth.
3. Mail the last copy in the envelope provided for that purpose.

I certify that the above information is accurate and claim payment or reimbursement.

DATE \_\_\_\_\_

**SIGNATURE OF BENEFICIARY**

NOTE: A registration form may be obtained at the office of your professional in the field of health, hospital centres, pharmacies, local community service centres, or by communicating with the Board at the following numbers:

in the Québec City area: (418) 643-3445

in the Montréal area: (514) 878-9261

elsewhere in Québec: (1-800) 463-4881 (no long distance charges)

COPY OF THE BOARD

**FORM 28**  
 (s. 11)

**REQUEST FOR PAYMENT OR REIMBURSEMENT TO A BENEFICIARY — OPTOMETRISTS**

HEALTH INSURANCE NUMBER											
1 2 3 4 5											
GIVEN NAME AND SURNAME AT BIRTH											
HUSBAND'S NAME											
DATE OF BIRTH		YEAR	MONTH	DAY	SEX	EXPIRY DATE					
ADDRESS											
INIT.		OPTOMETRIST'S NAME				NUMBER		GROUP			
DIAGNOSIS AND ADDITIONAL INFORMATION											

DATE OF SERVICES			PROCEDURE	FEES
YEAR	MONTH	DAY		
			TOTAL	

SPECIAL CONSIDERATION	

ESTABLISHMENT

I CERTIFY HAVING FURNISHED THE SERVICES RECORDED ABOVE  
 SIGNATURE OF OPTOMETRIST OR HIS REPRESENTATIVE

**TO BE COMPLETED BY THE BENEFICIARY**

before returning this request for payment or reimbursement to the Régie de l'assurance-maladie

PERMANENT ADDRESS (BLOCK LETTERS)			
NUMBER	STREET		APT
CITY OR LOCALITY		PROVINCE	POSTAL CODE

IF DIFFERENT, ADDRESS WHERE YOU WISH TO RECEIVE YOUR CHEQUE (BLOCK LETTERS)			
NUMBER	STREET		APT
CITY OR LOCALITY		PROVINCE	POSTAL CODE

CHECK (✓) THE APPROPRIATE BOX:

☐ You have never applied for your health insurance card.

☐ You no longer have your health insurance card.

You must:

1. Complete a registration form and attach the required documents thereto.
2. Attach the last copy of the request for payment or reimbursement.
3. Mail all the documents in the envelope provided for that purpose.

CHECK (✓) THE APPROPRIATE BOX:

☐ You have your health insurance card but did not present it.

☐ You have applied for your health insurance card but have not yet received it.

Upon returning home or upon receipt of your health insurance card, you must:

1. Record your health insurance number (12 spaces) on the first line of the request for payment or reimbursement form.
2. Record the date of expiry in the space to the right of the date of birth.
3. Mail the last copy in the envelope provided for that purpose.

DATE OF APPLICATION

MONTH      YEAR

I certify that the above information is accurate and claim payment or reimbursement

SIGNATURE OF BENEFICIARY

DATE

NOTE: A registration form may be obtained at the office of your professional in the field of health, hospital centres, pharmacies, local community service centres, or by communicating with the Board at the following numbers:

in the Québec City area: (418) 643-3445

in the Montréal area: (514) 878-9261

elsewhere in Québec: (1-800) 463-4881 (no long distance charges)

COPY OF THE BOARD

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COPY

**COPY OF THE BOARD**



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O.C. 2774-70, (1970) 102 O.G., 4143  
O.C. 3946-70, (1970) 102 O.G., 6584  
O.C. 3390-71, (1971) 103 O.G., 7948  
O.C. 3936-71, (1971) 103 O.G., 9066  
O.C. 2257-72, (1972) 104 O.G., 7529  
O.C. 2819-72, (1972) 104 O.G.; 9123  
O.C. 535-73, (1973) 105 O.G.II, 421  
O.C. 2976-73, (1973) 105 O.G.II, 5281  
O.C. 3277-73, (1973) 105 O.G.II, 5461  
O.C. 3704-73, (1973) 105 O.G.II, 5717 and 5827  
O.C. 104-74, (1974) 106 O.G.II, 311  
O.C. 2066-74, (1974) 106 O.G.II, 3069  
O.C. 4741-74, (1975) 107 O.G.II, 53  
O.C. 201-75, (1975) 107 O.G.II, 807  
O.C. 2557-75, (1975) 107 O.G.II, 3263  
O.C. 5551-75, (1976) 108 O.G.II, 527  
O.C. 615-76, (1976) 108 O.G.II, 2067  
O.C. 752-76, (1976) 108 O.G.II, 2119  
O.C. 753-76, (1976) 108 O.G.II, 2125  
O.C. 3769-76, (1976) 108 O.G.II, 6285  
O.C. 1231-77, (1977) 109 O.G.II, 2297  
O.C. 3197-77, (1977) 109 O.G.II, 6153  
O.C. 553-79, (1979) 111 G.O., 2835  
O.C. 794-79, (1979) 111 G.O., 3065  
O.C. 1625-79, (1979) 111 G.O., 5711  
Decision of 08.09.81, (1981) 113 G.O.II, 3194  
Decision of 08.09.81, (1981) 113 G.O.II, 3196  
Decision of 08.09.81, (1981) 113 G.O.II, 3277



c. A-29.1, r.1

## **Regulation respecting the application of the Act respecting farm-loan insurance and forestry-loan insurance**

An Act respecting farm-loan insurance and forestry-loan insurance

(R.S.Q., c. A-29.1, s. 24)

**1. Definitions and interpretation :** In this Regulation, unless the context indicates otherwise, the following words mean :

(a) “Act” : the Act respecting farm-loan insurance and forestry-loan insurance (R.S.Q., c. A-29.1) ;

(b) “Office” : the Office du crédit agricole du Québec established under the Farm Credit Act (R.S.Q., c. C-75).

**2. Insurance charge :** When the principal amount of a farm loan granted under the Farm Credit Act or the Act to promote long term farm credit by private institutions (R.S.Q., c. C-75.1), including the balance owing by the borrower under the said Acts calculated in accordance with the second paragraph, exceeds 150 000 \$ in the case of a farmer or an aspiring farmer and 200 000 \$ in the case of an agricultural operations corporation, an agricultural operations cooperative, an agricultural operations partnership or joint borrowers, an insurance charge of  $\frac{1}{2}\%$  calculated on the fraction of the amount exceeding 150 000 \$ or 200 000 \$, as the case may be, shall be paid to the Fonds by the borrower.

To determine the amount of a loan referred to in the first paragraph, the lender calculates as if it were part of the loan :

(a) in the case of a loan granted to a farmer or an aspiring farmer, the balance owing by the borrower on any loan obtained under the aforementioned Acts, granted to him or of which he has assumed payment, and the balance of his relative share in any loan obtained under the said Acts, granted to him jointly with any other person or of which he has assumed payment jointly with any other person ;

(b) in the case of a loan granted to an agricultural operations corporation, cooperative or partnership, the balance owing by the borrower on any loan obtained under the aforementioned Acts, granted to him or of which he has assumed payment ;

(c) in the case of a loan granted to joint borrowers or to natural persons considered as an agricultural operations partnership under paragraph *j* of section 1 of the Farm Credit Act or subparagraph ii of paragraph *i* of section 1 of the Act to promote long term farm credit by private institutions, the balance owing by all of them jointly on any loan obtained under the said Acts granted to them or of which they have assumed payment, the balance owing by each of them on any loan obtained under the said Acts, granted to each of them or of which each has assumed payment as well as the balance of their relative share in any loan granted under the said Acts and obtained by each of them jointly with any other person or of which each of them has assumed payment jointly with any other person.

For the application of this section, a hypothecary loan and a loan secured by a pledge of agricultural property granted at the same time to the same borrower are considered a single loan.

Where the amount of a loan granted under the Act to promote farm improvement (R.S.Q., c. A-18) exceeds 50 000 \$, including the principal balance owing by the borrower on any previous loan and determined in the manner prescribed in section 5 of the said Act, an insurance charge of  $\frac{1}{2}\%$  calculated on the fraction of the amount exceeding 50 000 \$ shall be paid by the borrower to the Fonds.

Where the amount of a loan granted under the Act to promote credit to farm producers (R.S.Q., c. C-77), in the form of a credit opening or otherwise, exceeds 50 000 \$ including the principal balance owing by the borrower on any previous loan and determined in the manner prescribed in section 6 of the said Act, an insurance charge calculated for the entire duration for which the loan or credit opening is granted or authorized, or an annual basis of  $\frac{2}{10}$  of 1% on the fraction of the amount exceeding 50 000 \$ shall be paid by the borrower to the Fonds.

The insurance charge contemplated in the first, fourth or fifth paragraph is collected in full on and at the time of the first disbursement or, as the case may be, of the first advance made to the borrower on the fraction of the amount contemplated in the first paragraph exceeding 150 000 \$ or 200 000 \$ as the case may be, or on the amount contemplated in the fourth or fifth paragraph exceeding 50 000 \$, and the lender must remit it to the Fonds himself on behalf of the borrower.

The insurance charge contemplated in the first, fourth or fifth paragraph shall not be payable however when it is under 2 \$.

In respect of a loan granted under the Act to promote special credit to agricultural producers during critical periods (R.S.Q., c. C-79) an insurance charge of ½ % of the amount of the loan is payable by the borrower. This charge shall be deducted in full from the first disbursement of the loan and the lender shall remit it to the Fonds for the borrower's account.

**3. Net loss in principal :** Where the total amount of the net income realized or deficit incurred by the lender in connection with the immoveable securing a farm or forestry loan and acquired by way of a giving in payment, during the time the lender remains the owner thereof, increased by the sale price of that immoveable, if he disposes of it or, as the case may be, decreased by the said price, whatsoever the mode of payment, constitutes an amount under the total of the sums owing to the lender on the loan in principal, interest costs and accessory expenses at the time of the said acquisition, such difference constitutes the net loss in principal contemplated in subparagraph *b* of the second paragraph of section 4 of the Act.

In determining, for the purposes of this Regulation the amount of the net income or, as the case may be, of the deficit contemplated in the first paragraph, the lender must not include in his annual expenses a reserve providing for depreciation of the immoveable.

**4. Conditions of claim :** Subject to the second paragraph, a claim for repayment of the losses and expenses contemplated in section 4 of the Act and incurred by a lender other than the Office may be made, provided that :

(a) the lender or, as the case may be, the Office as the latter's mandatory has realized the security on the loan in respect of which the losses or expenses were incurred, unless such realization is likely to increase the loss sustained by the lender ; and

(b) the lender has taken any other adequate means for recovery as in the ordinary course of his business.

Where as a result of a default by a borrower or a debtor in respect of a farm or forestry loan granted by a lender other than the Office, the lender has acquired the immoveable by a giving in payment, he may file a claim for repayment by the Fonds of any net loss in principal contemplated in subparagraph *b* of the second paragraph of section 4 of the Act as well as the interest and expenses contemplated in the same section, provided :

(a) the lender has disposed of the immoveable by onerous title and, unless advised otherwise by the Office, such disposition is made following a call for tenders submitted and received in the manner prescribed by the Office ; and

(b) the claim form contemplated in section 6 is sent to the Office within 60 days after the date of disposition.

**5. Allowable expenses :** The expenses allowed for the purposes of section 4 of the Act designate :

(a) the amount of the expenses relating to repairs or improvements made by the lender on any immoveable having secured a farm or forestry loan and of which he became the owner by a giving in payment, these repairs or improvements have been made with the authorization of the Office ;

(b) the amount of income tax payable by the lender on a capital gain realized by him in disposition of an immoveable contemplated in subparagraph *a* ;

(c) any uncollected taxed or taxable costs and disbursements for or incidental to judicial proceedings or other legal proceedings in connection with a farm or forestry loan, including those pertaining to a recourse resulting from a giving in payment clause ;

(d) legal fees, costs and disbursements, whether taxable or not, actually incurred by the lender and for which he was not reimbursed, with or without litigation, in collecting or endeavouring to collect the outstanding loan, in protecting his moveable or immoveable securities or in acquiring an immoveable contemplated in subparagraph *a* by a giving in payment, but only to the extent allowed by established tariffs ; and

(e) any other disbursements incurred by the lender in protecting his debt or his securities.

Where the amount of the expense contemplated in subparagraph *b* of the first paragraph is not determined within 60 days of the disposition of the immoveable contemplated in subparagraph *a* of the first paragraph, the lender who wishes to claim repayment for it must defer his claim in respect of such expense until the said amount has been determined.

**6. Claim form :** Any claim filed by a lender under section 17 of the Act must be sent or remitted to the Office on Form AP-1 annexed to this Regulation.

**7. Filing of documents :** Where a claim is filed by the lender under section 17 of the Act, the latter must, in addition to Form AP-1 duly completed, file the following documents with the Office :

(a) a statement showing the dated and initial amounts of the notes, acknowledgements of debt or the deed of loan held by him in respect of the loan for which the claim is filed as well as the dates and amounts of the payments in principal and interest made to the lender on the loan ;

(b) a detailed statement of any unrealized security or unenforced judgment in respect of the loan and, where applicable, of any acquisition by a giving in payment and any disposition of an immoveable securing the loan ; and

(c) a statement of the receipts or cashed cheques furnished by the borrower or the lender's debtor, annexed to the said statement, as well as a duplicate or certified copy of the deeds of loan, pledge or assignment and all other supporting documents furnished by the borrower or debtor in respect of the loan.

**8. Examination of claim and recommendation to pay :** Subject to the third paragraph of section 4 of the Act, the Office shall, within 60 days of receipt of a claim made under section 17 of the Act, examine the claim and all the documents already held by it or that it may require to verify the validity of the claim and, if it ascertains that the lender meets the conditions of the Act and the Regulation, it shall recommend that the Fonds proceed with such payment.

When the Office makes such a recommendation, it must immediately notify the lender thereof.

**9. Acknowledgement of repayment of a loss :** When the Fonds repays a loss resulting from a farm or forestry loan granted by a lender other than the Office the lender to whom the payment is made must sign an acknowledgement of repayment in accordance with Form AP-2 annexed to this Regulation and send it to the Office with the note or acknowledgement of debt signed by the borrower ; the note must be endorsed by the lender, without recourse, in favour of the Office and the acknowledgement of debt remitted to the Office. Where applicable, the lender must then transfer any security held for payment of the loan to the Office and the Fonds shall be responsible for any fees and disbursements incurred for such transfer.



FORM AP-1  
(s. 6)

GOUVERNEMENT DU QUÉBEC  
FONDS D'ASSURANCE-PRÊTS AGRICOLES  
ET FORESTIERS

Address to:  
  
Office du crédit agricole du Québec  
Place de Ville 2  
1020, route de l'Église  
Sainte-Foy (Québec) G1V 3V9

CLAIM FOR REPAYMENT OF LOSSES UNDER THE  
ACT RESPECTING FARM-LOAN INSURANCE  
AND FORESTRY-LOAN INSURANCE (R. S. Q., c. A-29.1)

File number (O.C.A.Q.)	For the lender	
	Transit number	Application number

FROM: .....	.....
(Name of lender)	(Name of borrower)
.....	.....
(Branch)	(Address)
.....	.....
(Address)	(Name of debtor, if any)
.....	.....
	(Address)

Fonds d'assurance-prêts agricoles et forestiers  
Gouvernement du Québec

In accordance with the Act respecting farm-loan insurance and forestry-loan insurance (R. S. Q., c. A-29.1) (hereinafter called the "Act"),the undersigned hereby claims the amount of the loss sustained by the above-mentioned lender and resulting from a loan granted under the .....  
(Name of Act under which the loan was granted)

and obtained by the above-mentioned borrower and, where applicable, the payment of which has been assumed by the above-mentioned debtor.

The amount claimed includes:

- (a) the amount of unpaid principal on the loan if the latter is not secured or the amount of the net loss in principal sustained by the lender after realization of his moveable and immoveable securities; ..... \$
- (b) in the case contemplated in subparagraph b of the second paragraph of section 4 of the Act, the amount of the net loss in principal computed in the manner prescribed in section 3 of the Regulation respecting the application of the Act respecting farm-loan insurance and forestry-loan insurance (R.R.Q., c. A-29.1, r. 1) ..... \$

- (c) the amount of the expenses for repairs or improvements contemplated in subparagraph *a* of the first paragraph of section 5 of the Regulation; ..... \$
- (d) the amount of income tax payable by the lender for a capital gain realized following the disposition of an immoveable contemplated in subparagraph *b* of the second paragraph of section 4 of the Act; ..... \$
- (e) any uncollected taxed or taxable costs and disbursements for or incidental to judicial proceedings or other legal proceedings in connection with the loan, including those relative to the recourse resulting from a giving in payment clause; ..... \$
- (f) legal fees, costs and disbursements, whether taxable or not, actually incurred by the lender and for which he was not reimbursed, with or without litigation, in collecting or endeavouring to collect the outstanding loan, in protecting his moveable or immoveable securities, or in acquiring giving in payment an immoveable contemplated in subparagraph *b* of the second paragraph of section 4 of the Act; ..... \$
- (g) and other disbursements incurred by the lender in protecting his debt or his securities; ..... \$
- (h) and uncollected accrued interest on. .... \$ computed from the ..... day of ..... 19....., at the rate fixed in the document evidencing the loan and adjustable, where applicable, in the manner provided for therein, until the date on which payment of this claim will be authorized, the whole in accordance with subparagraph *c* of the second paragraph of section 4 of the Act.

The undersigned hereby files the following documents:

- (a) statement showing the dates and initial amounts of the notes, acknowledgements of debt or the deed of loan held by the undersigned in respect of such loan, and the dates and amounts of the payments in principal and interest made to the undersigned by the borrower or debtor.
- (b) statement giving particulars of any unrealized security or unenforced judgment in respect of the loan, of any acquisition by a giving in payment and any disposition by the lender of an immoveable securing the loan; and
- (c) receipts or cashed cheques, according to the statement annexed hereto, duplicate or certified copy of the deeds of loan, pledge or assignment and all other supporting documents furnished by the borrower or debtor.

In the opinion of the undersigned officer of the lender, the balance of the loan cannot be recovered from the borrower (or the debtor, if payment of the loan has been assumed by the party.)

..... 19. ....  
(Date)

.....  
(Name of lender)

Signed by: .....  
(Signature of a responsible officer of the lender)

## FORM AP-2

(s. 9)

**GOUVERNEMENT DU QUÉBEC  
FONDS D'ASSURANCE-PRÊTS AGRICOLES ET FORESTIERS**

Address to:

Office du crédit agricole du Québec  
Place de Ville 2  
1020, route de l'Église  
Sainte-Foy (Québec) G1V 3V9

**ACKNOWLEDGEMENT OF REPAYMENT OF A LOSS  
UNDER THE  
ACT RESPECTING FARM-LOAN INSURANCE  
AND FORESTRY-LOAN INSURANCE (R. S. Q., c. A-29.1)**

File Number (O.C.A.Q.)

For the lender

Transit number

Application number

19

(Name of lender)

hereby acknowledges receipt

for payment of the sum of ..... dollars (..... \$) made by the  
Fonds d'assurance-prêts agricoles et forestiers in accordance with the Act respecting farm-loan insurance and fo-  
restry-loan insurance (R.S.Q., c. A-29.1) (hereinafter called the "Act") for the loss sustained by the said lender as  
a result of a loan insured under the Act and granted by the said lender.

to .....  
(Name of borrower)

residing at .....  
(Full address)

(and, where applicable,) the payment of which was assumed

by .....  
(Name of debtor)

residing at .....  
(Full address)

and acknowledges that under section 17 of the said Act the Office du crédit agricole du Québec is subrogated  
in the lender's rights against the borrower and, where applicable, against the debtor, up to the said amount,  
by reason of the debt the payment of which is hereby acknowledged.

The borrower's note duly endorsed, without recourse, in favour of the Office du crédit agricole du Québec,  
the acknowledgement of debt or, as the case may be, the deed of loan or a copy thereof is annexed hereto.

O.C. 2338-78, (1978) 110 G.O., 4271  
O.C. 2308-79, (1979) 111 G.O., 6425  
O.C. 1643-80, (1980) 112 G.O. II, 2133

(Name of lender)

Signed by: .....

(Signature of a responsible officer of the lender)

(Address or Branch)