

Draft Regulations

Draft Regulation

Comptables professionnels agréés — Cooperation agreement between the Ordre des comptables professionnels agréés du Québec and the Canadian Public Accountability Board

Chartered Professional Accountants Act
(chapter C-48.1)

Notice is hereby given, in accordance with section 9 of the Chartered Professional Accountants Act (chapter C-48.1), that the cooperation agreement entered into between the Ordre des comptables professionnels agréés du Québec and the Canadian Public Accountability Board may be submitted to the Government for approval, with or without amendment, on the expiry of 45 days following this publication.

The agreement defines the conditions applicable to the exchange between the Ordre des comptables professionnels agréés du Québec and the Canadian Public Accountability Board of information required to carry out their functions. More particularly, it defines the nature and scope of the information the parties may exchange concerning inspection, discipline or any inquiry they conduct regarding a professional or a partnership of professionals belonging to the Order. The agreement also specifies the purpose of the exchange of information and the conditions of confidentiality to be observed, including those pertaining to professional secrecy, and how information so obtained may be used.

According to the Order, the agreement may have an impact on enterprises that must have their financial statements audited by a chartered professional accountant registered in the oversight program of the Canadian Public Accountability Board.

Further information may be obtained by contacting Christiane Brizard, Secretary and Vice-President, Legal Affairs, Ordre des comptables professionnels agréés du Québec, 393, rue Saint-Jacques, bureau 920, Montréal (Québec) H2Y 1N9; telephone: 514 288-3256 or 1 800 363-4688; fax: 514 843-8375.

Any person wishing to comment is requested to submit comments within the 45-day period to the Chair of the Office des professions du Québec, 800, place D'Youville, 10^e étage, Québec (Québec) G1R 5Z3. The comments will

be forwarded by the Office to the Minister responsible for the administration of legislation respecting the professions and may also be sent to the Order and to interested persons, departments and bodies.

JEAN PAUL DUTRISAC,
Chair of the Office des professions du Québec

Agreement

COOPERATION AGREEMENT BETWEEN THE
ORDRE DES COMPTABLES PROFESSIONNELS
AGRÉÉS DU QUÉBEC,

“THE ORDRE”

AND

THE CANADIAN PUBLIC ACCOUNTABILITY
BOARD “CPAB”

WHEREAS the Ordre carries out a mandate to protect the public in Quebec and, to this end, is entrusted by law with the duty to supervise the practice of the profession by its members, in particular the audit missions of companies by Chartered Professional Accountants;

WHEREAS the mission of CPAB is to contribute to public confidence in the integrity of financial reporting of reporting issuers that are subject to securities regulation in one or more provinces in Canada by promoting high-quality, independent auditing of these companies and, to this end, CPAB develops and implements an oversight program that includes regular and rigorous inspections of accounting firms that audit reporting issuers and agree to take part in the program (the “participating firms”);

WHEREAS Quebec securities regulations require reporting issuers to have the audit report on their financial statements prepared by a participating firm;

WHEREAS the Ordre and CPAB agree to cooperate in Quebec in discharging their respective mandates and responsibilities and, to this end, wish to exchange the information required to carry out their inspection, investigation and monitoring activities in respect of Chartered Professional Accountants and firms providing audit services to reporting issuers, with a view to improve their efficiency and effectiveness and to minimize duplication of efforts;

WHEREAS the Parties wish to preserve their independence in carrying out their respective missions;

WHEREAS the Ordre and CPAB agree to discharge their respective mandates and responsibilities in accordance with the laws of Quebec;

WHEREAS the professional secrecy obligations of Quebec Chartered Professional Accountants are recognized in Quebec's Charter of Human Rights and Freedoms;

WHEREAS under the Chartered Accountants Act (R.S.Q., c. C-48), the Ordre des comptables agrees du Québec have entered into an agreement of collaboration to exchange information with CPAB and permitting the Chartered Accountants of Quebec to communicate the information despite the professional secrecy to which they are required to respect, which came into force on June 21, 2008, on the 10th day following the publication of Decree No. 540-2008 by the Quebec Government and will end on June 21, 2013;

WHEREAS on May 16, 2012 came into effect the Professional Accountants Act (R.S.Q., c. C-48.1) "the Act" which provides in sections 47 and 48 that the Ordre is subrogated in the rights and obligations of accounting ordres then recognized in the Professional Code as well as section 9 of this Act which authorizes the order to enter into an agreement of collaboration with the CPAB.

WHEREAS the Parties wish to enter into an agreement in accordance with this Act, to allow them to exchange information between them and enable Quebec Chartered Professional Accountants to disclose to CPAB information despite the professional secrecy to which they are kept;

WHEREAS the Parties recognize that the information to be transmitted by each of them to the other pursuant to this Agreement is needed solely for the purpose of permitting the receiving Party to execute its independent inspection, discipline, review proceeding, dispute resolution process and any investigation or inquiry functions;

THE PARTIES HERETO AGREE TO THE FOLLOWING PROVISIONS:

SECTION 1 GENERAL PROVISION

The Parties agree that CPAB shall operate in Quebec, in accordance with its rules and by-laws, a program to monitor, inspect and investigate participating firms.

SECTION 2 INSPECTION AND INVESTIGATION

1. The Parties shall strive to coordinate their respective inspections of participating firms. To this end, each Party shall forward to the other its inspection program in respect of the Quebec operations of participating firms on a timely basis, so that each Party can take it into account in preparing its own program, and shall also forward its inspection schedule.

2. CPAB shall require that all participating firms notify all of their reporting issuer clients that the audit file of such reporting issuers may be reviewed by CPAB in the course of it carrying out its operations in accordance with its mission. In addition, CPAB shall not, in the course of its inspection and investigation of the Quebec operations of a participating firm, examine the files of any non-reporting issuer clients of such participating firm, and shall not require the disclosure of confidential information relating to any specific non-reporting issuer client without the consent of such non-reporting issuer having been obtained by the participating firm.

3. CPAB agrees to transmit to the Ordre, promptly upon becoming aware of it, any information that appears to reveal a breach of the Ordre's rules of professional conduct.

4. Each Party shall transmit to the other Party, promptly upon becoming aware of it, any information obtained during an inspection or investigation into the competence of a member when such information reveals a serious departure from generally accepted accounting principles, generally accepted auditing standards, assurance standards, applicable independence standards or the general standards of quality control of a participating firm.

5. CPAB shall inform the Ordre of its intention to launch an investigation into a violation of CPAB rules involving a participating firm in Quebec, together with the reasons that would justify such investigation. CPAB shall inform the Ordre of the essential steps involved in the investigation process.

SECTION 3 INSPECTION AND INVESTIGATION REPORTS

1. CPAB shall send the Ordre the final inspection reports and investigation decisions it prepares on the Quebec operations of participating firms and shall provide the Ordre with access to the related working papers.

2. The Ordre shall transmit to CPAB the information contained in the final report on an inspection or an investigation into the competence of a member conducted by the Ordre within a participating firm, where such information deals with the firm's activities in respect of a reporting issuer or with the quality control applied by the firm, and provided that any portion of such information that permits the identification a specific non-reporting issuer client of such firm shall be redacted from the information provided to CPAB. The Ordre shall provide CPAB with access to the working papers related to this information.

3. CPAB shall agree that it does not intend to ask a participating firm to provide to it any inspection or investigation reports produced by the Ordre.

SECTION 4 MEASURES IMPOSED BY THE PARTIES

1. CPAB shall inform the Ordre about the results of an inspection or investigation of a participating firm in regard to its Quebec operations, in particular of any requirement, restriction or sanction CPAB shall impose, or gives notice to a participating firm that it intends to impose, as a result of such participating firm's operations in Quebec. CPAB shall also inform the Ordre about any application for a review proceeding made by a participating firm in respect of such imposition or intended imposition.

2. The Ordre shall inform CPAB about any complaint lodged with the Committee on Discipline of the Ordre, and about any measure taken in respect of a member of a participating firm resulting from an inspection.

3. The Ordre shall inform CPAB about any limitation or suspension of the right to practice imposed on a member of a participating firm, or whether such member has been struck off the membership Roll.

4. The Parties shall agree that each Party is entitled to take any measure it deems useful in exercising its rights or powers, without being required to consider actions taken by the other Party.

SECTION 5 CONFIDENTIALITY

1. The Parties shall agree not to use any confidential information obtained pursuant to this Agreement other than for purposes of carrying out their respective missions, which, in the case of CPAB, it carries out in accordance with its rules and by-laws through inspections, investigations or review proceedings or the imposition of recommendations, requirements, restrictions or sanctions.

2. The Parties shall agree to exchange confidential information only by secure means and to take any measures required to safeguard confidentiality.

Such information may only be disclosed to persons within a Party whose functions or duties include receiving, using or consulting such information.

3. Each Party shall agree to maintain at least the same confidentiality regarding confidential information obtained pursuant to this Agreement as it would for information of the same nature it holds.

More particularly, CPAB shall agree to maintain the same confidentiality regarding confidential information obtained pursuant to this Agreement, as would be required for the Ordre for information obtained or held by the Ordre in the exercise of the powers granted by the Professional Code (R.S.Q., chapter C-26).

4. In the event of any demand being received by a Party to disclose any confidential information obtained pursuant to this Agreement, which demand the Party receiving it believes it might be compelled to comply with, the Party receiving the demand shall promptly notify the other Party of the details of the demand and shall cooperate with such other Party in exercising all available rights and remedies.

5. No consent or disclosure pursuant to this Agreement shall be deemed to constitute or authorize the waiver of any confidentiality or privilege granted to such information under applicable laws.

The disclosure pursuant to this Agreement of information protected by the professional secrecy of Chartered Professional Accountants in Québec does not constitute a waiver of such professional secrecy.

Except as otherwise provided for the members of the Ordre in this Agreement or in the Chartered Professional Accountants Act (R.S.Q. chapter C-48.1), nothing in this Agreement is intended to or shall limit or restrict any professional secrecy that may exist in respect of information held by a participating firm or a Chartered Professional Accountant.

SECTION 6 MISCELLANEOUS PROVISIONS

1. CPAB shall agree to keep the Ordre informed about any amendments to CPAB's rules and operations that may affect the Ordre in fulfilling its mission among the members of participating firms or the application of this Agreement.

2. The Parties agree that they are separate and independent bodies and are entering into this Agreement solely for the purposes of facilitating their independent operations while meeting the requirements of sections 9, 10 and 11 of the Chartered Professional Accountants Act. Furthermore, the Parties confirm that, after entering into this Agreement, they will continue to be operating independently and neither Party will be acting on behalf of or as agent for the other Party and the documents held by each Party will not be held for the benefit of or on behalf of the other Party.

3. CPAB shall agree to provide information reasonably requested by the Ordre in order to assist the Ordre to prepare its annual report on the implementation of this Agreement.

SECTION 7 FINAL PROVISIONS

1. The Agreement shall be in effect for five years commencing on the date that it comes into force. The Parties shall agree that, at least eighteen months prior to the expiry of the Agreement, they will consult with each other on the advisability of its renewal, with or without amendments.

2. The Parties shall agree that, despite the termination of this Agreement, whatever the cause, they shall remain bound by the obligation of confidentiality and professional secrecy set out herein.

3. The Parties shall consult promptly, at the request of either, concerning any question or difficulty arising as to the interpretation or the application of this Agreement.

4. This Agreement shall come into force after approval of the Government, ten days following its second publication in the Gazette Officielle du Québec.

5. This Agreement is governed by the laws applicable in Quebec. In the event of a dispute, the courts of the District of Montreal have competent jurisdiction to dispose of the matter.

6. Either Party may, upon a three-month written notice to the other Party, terminate this Agreement, if it is of the opinion that changes made to the rules governing either Party may jeopardize the continued pursuit of the Agreement. Before giving such a notice, a Party must have entered into consultation with the other Party with a view to resolve the concern.

Signed in Montreal, on this ____ day of _____, 2007, in duplicate, in French and English. Both versions of this Agreement are equally authentic.

FOR THE ORDRE DES
COMPTABLES PROFESSIONAL
AGRÉÉS DU QUÉBEC

FOR THE CANADIAN
PUBLIC ACCOUNTABILITY
BOARD

DANIEL MCMAHON, FCPA, FCA
Président and Chief Executive Officer

BRIAN A. HUNT, FCPA, FCA
Chief Executive Officer

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Draft Regulation

An Act respecting the Ministère de la Justice
(chapter M-19)

Applications for financial assistance

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), that the Regulation respecting financial assistance to promote access to justice, appearing below, may be made by the Minister on the expiry of 45 days following this publication.

The draft Regulation provides the form of an application for financial assistance to the Minister of Justice, the information and documents that such an application must contain, the obligations of the applicant person or body on the use of assistance and the categories of persons or bodies exempted from the application of the Regulation.

Study of the matter has shown no impact on the public and on enterprises, including small and medium-sized businesses.

Further information on the draft Regulation may be obtained by contacting Richard Carbonneau, Direction des mesures d'accessibilités, Ministère de la Justice, 1200, route de l'Église, 9^e étage, Québec (Québec) G1V 4M1; telephone: 418 646-6548, extension 20858; fax: 418 646-5995.

Any person wishing to comment on the draft Regulation is requested to submit written comments within the 45-day period to the Minister of Justice, 1200, route de l'Église, 9^e étage, Québec (Québec) G1V 4M1.

BERTRAND ST-ARNAUD,
Minister of Justice