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Chair

Mr. Lee Richardson

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• (1530)

[English]

The Chair (Mr. Lee Richardson (Calgary Centre, CPC)): Thank you, everyone, for your prompt attendance.

We're going to begin right off the bat with our continued study of Canada-U.S. trade relations, despite what the clerk has put down here today. The first topic in this ongoing discussion will be the study of the agreement on government procurement.

Without further delay, I'm going to ask our guests.... First, let me welcome our guests. All are from the Department of Foreign Affairs and International Trade. Dany Carriere, director of multilateral market access, is going to lead. We have Lynda Watson, director of North American commercial policy, and Marie-Josée Langlois, director of North American trade policy. Thank you all for coming, particularly for coming on short notice.

One of our members was anxious to have you here, and unfortunately he couldn't be here himself, but we'll be happy to carry on without him.

With that, I'm going to ask Ms. Carriere to begin with an opening statement. We'll follow it with general questions of the committee. Anyone can jump in to answer the questions once this goes around.

Ms. Carriere, perhaps you could begin, please.

Ms. Dany M. Carriere (Director, Multilateral Market Access, Department of Foreign Affairs and International Trade): Thank you very much.

[Translation]

I would like to begin by talking about the Canada-United States Agreement on Government Procurement. In response to the economic crisis, the U.S. government launched a stimulus plan covering public infrastructure spending for all levels of government under the title American Recovery and Reinvestment Act of 2009.

The Buy American provisions require that all iron and steel products, and all manufactured products used in construction and infrastructure projects and funded under the American Recovery and Reinvestment Act of 2009 be produced in the United States.

The US government uses specific programs to manage the allocation of funds under the American Recovery and Reinvestment Act of 2009.

[English]

The situation before the agreement: at the federal level, Canada and the United States have government procurement obligations

under the World Trade Organization agreement on government procurement and the North American Free Trade Agreement; at the sub-federal level, provinces, territories, and municipalities have never taken on international obligations for government procurement.

Prior to the recovery act, Canada and the United States enjoyed relatively open trade in government procurement at the sub-federal level, despite the lack of formal commitments. However, the new "Buy American" provisions of the recovery act upset this balance between the two countries in the area of government procurement.

In its response, Canada sought to address the immediate impacts of the recovery act as well as long-standing trade irritants in government procurement. An initial Canadian proposal was developed with provinces and territories and delivered to the United States on August 20, 2009. The United States presented a counter-proposal to Canada during the first round of negotiations, held in Washington, D.C., on October 1, 2009. After several more rounds of negotiations and technical discussions, an agreement in principle was reached on February 3, 2010.

The agreement reached on government procurement contains three elements. In terms of the first element, using the WTO agreement on government procurement, the GPA, Canada is providing permanent access to certain procurement by all provinces and territories except Nunavut in exchange for guaranteed access to procurement by 37 U.S. states, as per the undertakings by the U.S. in the World Trade Organization agreement on government procurement.

The second element is temporary commitments expiring September 30, 2011, in which Canada provides access to construction projects for certain provincial and territorial agencies excluded from the Canadian GPA commitments and for specific municipalities in exchange for exemptions from the Buy American provisions for U.S. infrastructure projects in seven programs of interest that receive funding under the recovery act.

The third and final element is a commitment to explore within 12 months the scope of a possible permanent agreement between Canada and the United States on government procurement that goes beyond the World Trade Organization agreement on government procurement and the NAFTA.

The agreement has multiple benefits for Canada, provinces and territories. Canadian businesses now enjoy guaranteed access to sub-federal government procurement by 37 U.S. states, in accordance with U.S. undertakings in the World Trade Organization agreement on government procurement. Canadian businesses are eligible to participate in a number of infrastructure projects and programs funded by the recovery act. Canada has greater bargaining power to negotiate for access to the sub-federal procurement by other GPA parties. This could lead to greater market access for Canadian suppliers.

•(1535)

[Translation]

In addition, if new programs that include Buy American provisions are adopted, the commitments made by Canada under the WTO Agreement on Government Procurement (GPA) would protect Canada's right to access the markets of the 37 U.S. states subject to the GPA.

Current negotiations would give Canada access to a fast-track consultation process should similar Buy American provisions apply to future funding programs.

Securing the U.S. government's commitment to finding a long-term solution to the government procurement problems that goes beyond current undertakings could facilitate procedures should new Buy American provisions be introduced.

The Canada-United States Agreement on Government Procurement came into force on February 16, 2010. The Canadian government is using its American network to inform the American administrations and companies involved in procurement and distribution that Canadian companies are now eligible to bid on contracts. Our embassy in Washington and our Canadian consulates in the United States are conducting this information campaign. In addition, we are working with sector and trade associations to get our message out.

[English]

I would like to turn to the actual agreement between the Government of Canada and the Government of the United States of America on government procurement to explain the structure and to highlight some of the key elements. I believe everyone has a copy of the agreement.

The agreement is divided into three parts and three appendices attached to the main component. The first part, or part A, is the mutual exchange concerning the sub-federal commitments between Canada and the U.S. within the WTO agreement on government procurement and how to give effect to these commitments. An important concession for Canada that Canada was able to obtain is to ensure that provinces will benefit from the revised text or the revised procedures of the GPA, which are more modern, and obtain a moratorium on certain elements of the text to allow the provinces to align their procurement regimes. That moratorium is good for a period of 12 months.

The second part of the agreement deals with a temporary agreement on enhanced coverage. This is where it describes how this will come into effect. The temporary agreement, part B, remains in force until September 30, 2011.

Part C is where we find the commitment within the 12 months of entering into force of the agreement to enter into discussions to explore an agreement that would expand, on a reciprocal basis, commitments with respect to government procurement beyond those that already exist. It is also here that, in recognition of the important trade relationships between the parties and the value of reciprocal market access in government procurement, a party, either the U.S. or Canada, can request expedited consultations on any matter related to government procurement and the other party agrees to promptly engage in such consultations no later than 10 days after the request has been made.

I turn your attention to appendix A, which is the action that Canada had to take in order to give effect to the sub-federal procurement within the agreement on government procurement. It is clear that Canada changes its sub-central market to add provinces and territories that will apply to the United States and are subject to negotiation of mutual acceptable commitments, including thresholds, with other parties.

The appendix is then followed by the actual annexes that will appear now in the agreement on government procurement. It lists the goods and services construction thresholds using special drawing rights. The threshold of 355,000 special drawing rights applies to goods and services, which converts to \$604,500 Canadian. The construction services threshold is at five million special drawing rights, which converts to \$8.5 million Canadian.

This is followed then by the list of entities by the provinces that are covered by the agreement. It should be noted that Nova Scotia, Ontario, and Quebec have specific exclusions under their lists.

Following the listing by Yukon are the general notes applicable to provincial procurement. These are the exclusions that do not apply, so the procurements of these things do not apply to the agreement.

Annex 4 also had to be amended to provide a listing of what services would be applicable by the provinces. It should be noted that all the services listed are not applicable to the provinces. Only those beginning at 8674, urban planning and landscape architectural services, and those following are applicable.

Annex 5 is the construction services annex, and it is followed by the general notes, which also apply to the provinces. This is where you find the general exceptions for all of the Canadian coverage under the agreement.

The next important annex is appendix B, which is what the U.S. had to submit to the WTO committee on government procurement to advise that it would remove the exclusion of access to sub-federal procurement to Canada and to list the programs under the Recovery and Reinvestment Act that the U.S. is going to give an exemption to Canada and Canada only for the seven programs. You will find that in attachments A and B of the U.S. section.

Appendix C, finally, is a temporary arrangement on enhanced access. This one sits outside the WTO agreement on government procurement, and it expires on September 30, 2011.

• (1540)

It's separated in two parts. Part A has the core principles because the rules and procedural rules of the agreement on government procurement do not apply to this appendix. What we have here is a rules lite approach, followed by part B, which is at the end of it, which depicts what the market access consists of. Again, the temporary offer is for construction contracts only at above \$8.5 million. There are general exclusions that are not applicable to the temporary offer. This is followed by each province and lists the entities that are covered or subject to the temporary offer that expires.

Thank you for your attention, and I'd like to open the floor for questions.

The Chair: Thank you.

We'll begin with Mr. Brison.

Hon. Scott Brison (Kings—Hants, Lib.): Thank you very much for meeting with us today.

When specifically did Canada and the U.S. begin negotiations towards this agreement?

• (1545)

Ms. Dany M. Carriere: The first time we met was on October 1, 2009.

Hon. Scott Brison: October 1...?

Ms. Dany M. Carriere: The first round of negotiations was on October 1, 2009.

Hon. Scott Brison: And a proposal was submitted to the U.S. that had the backing of the provincial governments on August...?

Ms. Dany M. Carriere: August 20.

Hon. Scott Brison: Are any local or municipal governments on the U.S. side covered under the permanent aspect of this agreement, i.e., the U.S. list under annex 2?

Ms. Dany M. Carriere: No. The GPA commitment by the U.S. includes 37 states and no local governments.

Hon. Scott Brison: No local governments, okay. So there's no permanent access to local U.S. government contracts under this agreement.

Ms. Dany M. Carriere: No.

Hon. Scott Brison: On the temporary agreement on enhanced coverage, part B, U.S. contracts, at any point during the negotiations did the Canadian team have access to estimates of the value of the U.S. contracts under the 2009 U.S. recovery act that would be open to Canadian firms under this agreement?

Mrs. Marie-Josée Langlois (Director, North America Trade Policy, Department of Foreign Affairs and International Trade): Defining estimates of the size of contracts, size of markets, of course is extremely difficult and highly speculative, given the way the money was allocated. If you look at the recovery act, the funding is allocated through various programs and then each department will manage those programs. It's then transferred on—sometimes kept at their level, sometimes transferred on to sub-federal level. If you look at the amounts in the act, it's very difficult to estimate the size of

contracts, because it will depend on how the departments manage the funding.

In addition, as you know, the U.S. has a website called Recovery.gov, which reports on funding allocation and all that. If you look at that website, you'll see what it reports, really, are the transfers from the federal level to the sub-federal level, but not actual contract information.

Hon. Scott Brison: So the answer, then, would be no, you didn't have estimates.

Mrs. Marie-Josée Langlois: Estimates.... We've attempted to look at how to find information. We've looked at various sources of information, but actual estimates are very difficult to come to.

Hon. Scott Brison: So the answer would be no, you did not have estimates in terms of the value of the U.S.—

Mrs. Marie-Josée Langlois: On specific contracts, we would have to look at every single department and agency to see which contracts come up, and this we would only find out after they've been reported.

Hon. Scott Brison: You'd be a pretty good politician. Please, if you could help me with this, I'm just trying to determine, yes or no, did you have that information? If you had that, could you provide those estimates?

Mrs. Marie-Josée Langlois: As I said, the information that we have that's available is extremely difficult to put together, and it's—

Hon. Scott Brison: So it hasn't been put together.

Mrs. Marie-Josée Langlois: We've attempted to put estimates together, but the information that we have is really how the U.S. is allocating funding. It's not what kinds of contracts or what kinds of markets we would access.

Hon. Scott Brison: I'm trying to be helpful. So the answer is no?

Mrs. Marie-Josée Langlois: Pretty much, because what we have is the allocation that the U.S. is giving to the various programs.

Also, if you look at how Canadian companies participate in contracts in the U.S., they're often suppliers to main contractors. So those transactions are based in the private market and they are very difficult to find information on.

Hon. Scott Brison: But yes or no, do you have those estimates, and can you provide us with the estimated value?

Mrs. Marie-Josée Langlois: All we have is the information that is found in the recovery act, as I mentioned, which allocates the funding to various programs, and what is available on the transparency websites of the U.S. government.

Hon. Scott Brison: But you haven't calculated that.

Mrs. Marie-Josée Langlois: Well, that's the information that's available. For the reason I explained before, it's very difficult to go beyond that information because it's not reported or calculated in ways that we can manage from a traditional economic perspective.

Hon. Scott Brison: At the time of the signing of the agreement, did the Canadian government have access to recent estimates of the value of U.S. contracts under the U.S. recovery act that would be open to Canadian firms? Do you have that information?

• (1550)

Mrs. Marie-Josée Langlois: When we were trying to work with the numbers and the information that was there, one of the things we found on procurement reporting was that the reporting lists the prime contractors on the basis of their addresses. So it doesn't distinguish where the company is from and it doesn't take into account sub-contract suppliers. And traditionally Canadians have been second-, third-, or fourth-level suppliers; they're not the prime contractor. So that information is not available for more recent—

Hon. Scott Brison: Okay, so the information was not available to you.

Mrs. Marie-Josée Langlois: From what we've seen.

Hon. Scott Brison: At any point during the negotiations did you have access to the estimates of the value of the Canadian contracts that would be open to U.S. firms under the temporary agreement?

Mrs. Marie-Josée Langlois: We've talked with provinces about their scope and their projects. Those numbers are very much provincial. In this case it's provincial procurement we're talking about, so it would be for the provinces to address those questions.

Hon. Scott Brison: But you did not have an aggregate number. You didn't have an—

Mrs. Marie-Josée Langlois: The reporting on procurement is done on a different basis in different areas or in different jurisdictions, both in the U.S. and in Canada. Not everybody requires the same information or in the same way or on the basis of the same..monthly or yearly. So it's very difficult to put together aggregate estimates.

Hon. Scott Brison: Okay. So you didn't have that information.

In terms of future U.S. spending bills, do you agree with Canadian stakeholders—for instance, the Canadian Manufacturers and Exporters—when they recognize that there is an increasing number of U.S. spending bills for infrastructure that are covered by Buy American types of clauses? Have you analysed that in terms of the number of spending bills?

Mrs. Marie-Josée Langlois: We are of course looking at the bills being introduced in Congress, and we're working with our embassy to track the information that's becoming available. With respect to which bills have been passed to date, I don't think there are any, from my perspective. But we are of course following all the ones that are introduced, to ensure that we can....

Hon. Scott Brison: On the WTO GPA, under annex 2, you're right, there are 37 states that have signed on, but there are very significant carve-outs. For instance, in Idaho there's a central procurement agency, which includes basically all government procurement, including all colleges and universities. Iowa has the Department of General Services, our equivalent of Public Works, and the Department of Transportation. Maryland has pretty much every department. Massachusetts has a long list of departments. New York has all state agencies, state university systems. Nebraska has a central procurement agency. In Pennsylvania, pretty much every department is excluded.

There are also overall exemptions. For instance, under the notes to annex 2: “(5) This agreement shall not apply to restrictions attached to federal funds for mass transit and highway projects”; “(1) For those states marked by an asterisk with pre-existing restrictions, the agreement does not apply to procurement of construction grade steel”.

When you say that 37 states have signed on, would you agree that there are still very significant carve-outs within the WTO GPA that are going to continue to deny Canadian access to that government procurement? For instance, under that, we can't compete for any deals or any contracts that take federal funds for mass transit or highway projects. Have you compared the carve-outs for American states?

You noted a few carve-outs for Canadian provinces. I've looked at those. They seem pretty minor compared to these carve-outs for American states. Have you compared those in terms of value?

• (1555)

Ms. Dany M. Carriere: Yes, we did. We are aware that there are quite a few carve-outs in the U.S. coverage.

We worked very closely with the provinces and territories to put this offer together. It's essentially their offer. I think it is reflective. Ontario and Quebec both have taken specific exclusion on the mass transit. However, it should be noted that in the general notes we have the equivalent carve-out to the American restrictions attached to mass transit. We have the equivalent to preferences restrictions on highway projects. We took an equivalent exclusion that doesn't apply to preferences or restrictions associated with programs promoting the development of distressed areas. We also took an exclusion for procurement intended to contribute to the economic development within a number of provinces. The agreement does not apply to any measure that's adopted or maintained with respect to aboriginal peoples. We also took an exclusion of all the ones that are marked by an asterisk for goods purchased for representational and promotional purposes or services or construction purchased for representational or promotional purchases.

There's note 6. If you want an explanation on note 6 I can get into that. That was to be very clear that it's only the procurement by an entity that's listed under one of the provinces. That actually applies for all provinces, except Ontario and Quebec. Often some of the entities that are listed do procurement on behalf of school boards, social services entities, and hospitals. This note is to exclude such procurement from the agreement. Therefore, municipal, academic, social services, or hospitals are actually excluded from the agreement on government procurement to match the U.S. exclusions of local.

Then we have the exact note 3, which is our note 7 from the U.S. coverage. We've added a note to be clear that the agreement does not apply for procurement that's made by a covered entity on behalf of one that is not covered. The goods thing is pretty self-explanatory.

Just to be clear that the benefits of the new text, which is modern and can take advantage of electronic procurement, is applicable to the provinces, and of course the general notes apply as well. So the exclusions that we have in our general notes apply to the provinces.

I would say that all in all, it's pretty even in terms of coverage.

Hon. Scott Brison: There's one point. When a Department of General Services, which is their equivalent of Public Works for a state level, is excluded, that effectively includes the major procurement of government. I'm just making that point.

You and I used to work for the same department, Ms. Carriere, on the procurement side, and we know how central Public Works or General Services is to the procurement of government. That kind of exclusion is very broad-based.

Thank you very much.

Thank you, Mr. Chair.

The Chair: Thank you, Mr. Brison.

That did go on a little longer than usual, I want to say to the rest of the committee, but I appreciate the questions. Many of them were generic questions that I think are of interest and are helpful for the committee.

Thank you for your answers.

We'll carry on with Monsieur Laforest.

[*Translation*]

Mr. Jean-Yves Laforest (Saint-Maurice—Champlain, BQ): Thank you, Mr. Chair.

Good day to our three witnesses.

Regarding the Buy American provisions and the agreement that was entered into, I assume that, before the American stimulus package worth about \$700 billion and under NAFTA was introduced, there were already infrastructure works that could be carried out in various U.S. municipalities and states.

Were Canadian and Quebec companies eligible to bid on those contracts before the American government introduced the \$700 billion stimulus package related to the Buy American provisions?

• (1600)

Ms. Dany M. Carriere: NAFTA's Chapter 10 on government procurement only applies at the federal level. Mexico, the U.S. and Canada are under no obligation regarding provincial or territorial local procurement.

Mr. Jean-Yves Laforest: Was the U.S. not under an obligation to open its markets to Canada before the agreement was concluded?

Ms. Dany M. Carriere: Only contracts entered into by federal entities were affected by Chapter 10.

Mr. Jean-Yves Laforest: Only Canadian and U.S. federal entities?

Ms. Dany M. Carriere: That's right.

Mr. Jean-Yves Laforest: What was the approximate annual value of the contracts?

You can send us the numbers.

Ms. Dany M. Carriere: I will have to have a look at the statistics. Can I get back to you on that question in writing?

Mr. Jean-Yves Laforest: Yes, you can send us your answer in writing.

The U.S. clearly wanted to protect its markets by introducing the new stimulus package. Canada reacted strongly by saying that the new rules made no sense. The agreement has brought about a change in that the provinces are now allowed to participate.

Ms. Dany M. Carriere: Something has changed. Under the GPA, that is, the agreement under which the U.S. opened the markets in its states, Canada had no access to these markets because it had not established the same obligation. However, the other GPA parties did have access to the 37 markets. Therefore, the 37 markets were available to all the GPA parties, except for Canada. This is what has changed.

Mr. Jean-Yves Laforest: When Canada moved to, or at least when it wanted to pressure the U.S. government into opening its markets under trade agreements that have always existed, had you conducted an economic analysis of some kind before entering into negotiations? What kind of analysis was conducted? I assume that you did not simply come out and say that you absolutely must be given access to the markets. I assume that an analysis was conducted.

Mrs. Marie-Josée Langlois: This is somewhat related to the subject of estimates that we have talked about earlier. We are faced with the same difficulties when it comes to data on government procurement, to information available in the act and the way everything would turn out.

However, as my colleague mentioned earlier, we worked in close collaboration with provincial representatives who made their needs known. A certain number of private groups, industry associations and companies even wrote to us to share their concerns when the act was adopted. They contacted us and met with us. We also worked with them to get an understanding of how this new development affected them.

We conducted analyses to determine what kind of tangible impact this development would have. You no doubt remember that in June 2009 the Council of the Federation issued an official statement asking that measures be adopted. Industry associations also issued similar statements. The Federation of Canadian Municipalities also reached a decision at its summer 2009 meeting regarding government procurement. These events, along with the information we could get by looking at the numbers, contributed to our analysis. This is related to the answer that was given...

Mr. Jean-Yves Laforest: Did you not have information available?

Mrs. Marie-Josée Langlois: We gleaned information from the estimates. We worked with the information that was available to us. It was very difficult, considering the content of the U.S. act.

Mr. Jean-Yves Laforest: I know that you are used to working with concrete matters, but I will ask you a more random question.

Rumour has it that a second U.S. stimulus package could eventually be proposed, one that could possibly include Buy American provisions again.

Are there any options in the current agreement that would help us deal with the possibility of another stimulus package containing Buy American provisions? Is there a possibility that we might again encounter provisions that we have already negotiated to enable us to access the U.S. market?

• (1605)

Mrs. Marie-Josée Langlois: As you were saying, we work with concrete, factual issues. Therefore, we follow bills tabled in the United States. With the help of our embassy in Washington, we try to obtain as much information as possible. We need to see how the legislation that will be adopted is worded. We also need to see what the legislation contains to be able to see how it fits into the current context. With regards to the actual content of the agreement, I will let my colleague Dany provide you with more information.

Ms. Dany M. Carriere: The agreement consists of two, even three components. The first component guarantees our access to the markets of the 37 States. Rather than losing ground, we are taking a step forward. The third component of the agreement...

Mr. Jean-Yves Laforest: That is for later on...

Ms. Dany M. Carriere: We are talking about a fast-track discussion process. The third component of the agreement is aimed at exploring the possibilities of expanding the agreement, of going beyond...

Mr. Jean-Yves Laforest: Have the negotiations pursuant to the third component of the agreement already begun?

Ms. Dany M. Carriere: No, they have not.

Mr. Jean-Yves Laforest: The deadline is September 30 for...

Ms. Dany M. Carriere: No, the deadline for starting preliminary discussions, to see if more long-term negotiations can be initiated...

Mr. Jean-Yves Laforest: ...is 12 months after the agreement takes effect.

Ms. Dany M. Carriere: That's correct.

Mr. Jean-Yves Laforest: September 30, 2011 is not an implementation deadline. It applies to the Buy American Act or to the stimulus plan.

Ms. Dany M. Carriere: No, that is the deadline for temporary bids for municipal construction projects. That initiative ends in 2011. It is also the deadline for spending the funds allocated under the American Recovery and Reinvestment Act.

Mr. Jean-Yves Laforest: What would happen if the deadline were extended?

Ms. Dany M. Carriere: An agreement could always be worked out if that were to happen.

Mr. Jean-Yves Laforest: Fine.

I will turn the floor over to my colleague.

[English]

The Chair: We'll have to wait until the next round.

[Translation]

Mr. Jean-Yves Laforest: Will there be another round?

[English]

The Chair: Yes. I always take care of Mr. Guimond.

Thank you.

Mr. Allen.

Mr. Malcolm Allen (Welland, NDP): Thank you, Mr. Chair.

I'm pleased to hear that Mr. Guimond will be looked after, and I'd appreciate you looking after me as well.

I appreciate you coming today.

I've listened to the explanation to Mr. Brison's questions about trying to assess value and how difficult it is. At the end of the process, there's money here, it goes to state level, then it goes to local level, and perhaps even sort of their regional sense, if there's that sort of piece going on as well. Flowing it is difficult. We don't flow it, and they do, so you have to try to find where it went. It's sort of a "find the pea under the shell" sort of thing, sometimes.

Do you have any sense of how much it was before it even started? I don't just mean the number that gets bandied about: Obama says we'll spend x number of dollars. But when you were thinking about going into this negotiation and were instructed to do so, did you have any sense of how much you were really looking at chasing? So you'd have a number that you thought you were going to chase, because it seems at the end that we're not sure how much we ended up with because it's difficult to extrapolate from all the different places it flows to, to come up and say, "Well, it's \$1.50". It could be \$3.50, and then we could add zeros to all of those numbers.

So I'm wondering if there was any thought process going and how much it was worth to chase in the first place.

Mrs. Marie-Josée Langlois: As I mentioned, it kind of goes back to the initial answer. We've looked at the information that was available. We have to remember that the information in the recovery act is the number of U.S. dollars being put into the stimulus bill. So that doesn't tell us what contracts Canadian companies would have received or would be able to obtain. That just tells us this is the amount the U.S. is putting in its economy for the stimulus project.

You remember the act has a number of other projects, social spending to tax credits, etc., so you have to look at infrastructure amounts. That, combined with the fact that Canadian suppliers are often second-, third-, fourth-level suppliers rather than prime contractors, makes it very difficult.

Beyond the figures, though, there's also the broader economic relationship between the two countries. Over the years, a number of value chains have been created, which work in tandem on both sides of the border, so the measures were impacting those value chains and our companies and our provinces were coming forward saying there is an impact and we want to re-establish open markets.

That all went into the analysis we did before we started the negotiations.

• (1610)

Mr. Malcolm Allen: Which leads to the obvious question: What was the impact? Can we quantify the impact? If you're saying the provinces came to you and said there's an impact, what was it?

Mrs. Marie-Josée Langlois: Again, as I'm saying, a lot of companies were expressing concerns—

Mr. Malcolm Allen: Okay, that's fair, Madam.

What I hear you saying is that at the end we don't know how much we chased. The provinces said there was an impact, but we're not sure what the impact was. We entered into negotiations on a good-feel basis, in the sense that this should be a good relationship-building thing, but we don't know how much we get out of it.

There is an impact at the end of the day, right? The impact for Canadian workers is whether or not they work. That's really what I'm asking. If we didn't know how much we lost, we're not sure how much we got, and we don't know how many people lost or gained jobs, so how do we measure this?

I'm not trying to be cruel about it, but when I talk to my constituents, they say to me, "Well, we got a new agreement. Did we get any jobs?" I say, "You know, it's really hard to count this. We don't know."

Really, that's what I've heard so far. We don't know how much it was worth, we don't know how much we got, and we don't know what the impact was from the provincial level. They couldn't tell us how much we were going to lose. Dalton McGuinty couldn't say to us, "Well, you know we've lost x number of jobs because of Buy American"—not the old Buy American but the new one, the recovery act.

At the end of it, we don't have any hard data at all that tells Canadians this is something that ended up as a benefit to us. We think it is, from what I'm hearing, but you're not sure it is, because at least to this point you haven't been able to put together any data, and if I'm hearing you correctly I'm not sure you could tell me that you could absolutely put it together if given enough time to do so. It seems it would just be that difficult to do. So I guess I'm asking how we bargain something when we don't know what we're going to get.

I used to bargain collective agreements. I kind of knew what I was asking for. I kind of knew what the other side had. I kind of knew what I wanted to get, and at the end, I had something in my hand. I could say I lost two cents or I got three cents. I'm hearing, "We didn't know if there was a nickel out there to get. We don't know if we lost any jobs or gained any jobs, and we don't know if we got a nickel taken out of our pocket at the end or if we got the dime." That's what I've heard so far.

You can help me be corrected on that, because I'd be happy to be corrected on that, but so far that's what I've heard, to be honest, when it comes to hard data. Again, I don't mean to be mean. So let me move away from that, because we're sort of going around on the data piece.

In the negotiations, did we look at any sort of dispute systems in the sense of how we resolve these? As Mr. Brison correctly pointed out, there are a gazillion exclusions all over the place, whether in the States or up here: we're going to exclude this; we're going to exclude that. I think we all know that when we start to make exclusions, that can lead to someone saying, "I don't think it was that piece we meant to exclude. It was maybe that other piece." Then we get into the debate about whether it was that or it was not that. How do we resolve those disputes that obviously creep up? Heavens, they creep

up all the time between the provinces and the federal government, never mind cross-border provinces, states, and municipalities. I was wondering what we looked at in that regard.

Ms. Dany M. Carriere: It's actually part of the agreement. In the first instance, for the commitments under the World Trade Organization agreement on government procurement, the normal dispute settlement procedures are applicable. That's the normal process. In terms of the temporary, which expires in 2011, there's an explicit consultation process that's listed in the agreement itself.

Mr. Malcolm Allen: Does it have teeth?

Ms. Dany M. Carriere: Yes.

Mr. Malcolm Allen: Okay, I just wanted your opinion on whether or not it had teeth. I'll take your word on that.

• (1615)

Ms. Dany M. Carriere: It's a dispute settlement process of the WTO.

Mr. Malcolm Allen: I hear you.

Then we end up back at data. We signed the temporary one at least with a day left in the recovery act. My understanding of the recovery act was that it was going to end on February 17. Is that the day the awarding of the tendering of the moneys was supposed to end? There's a belief out there that this flowing to the system of a magical number of dollars was actually going to end on a specific date. If you're going to tell me that's not true, I hope you can tell me when that ended. There's a perception out there that there was basically a day left for us to go bid on this so-called money that we all agreed is very difficult to track because of the way it flows out to everywhere. I'm not being facetious. I agree. I used to be a municipal councillor. I understand it's hard sometimes to figure out, when someone sends you money, whether it goes to the region or it goes to another sub-part, who belongs to that, the water rates, and all that kind of stuff.

Do you have any sense of what was left for us to bid on?

Mrs. Marie-Josée Langlois: There is one program under the Environmental Protection Agency, the EPA, in the U.S. that had asked for submissions for initial funding allocation to be in by February 16. Any money left would be reallocated after that. We're following the reporting to see when that will be made available, but it's unclear at this time how much will be reallocated.

Regarding the general funding in the recovery act itself, various departments manage it in various ways. The funding is to be disbursed by September 2011. There will continue to be contracts that will become available. Which ones and where will depend on each program and each department.

The Chair: Thank you, Mr. Allen—

Mr. Malcolm Allen: It begs the question, so we don't know how much percentage is left of it to be re-tendered through the EPA. On the other piece, of course the question is we don't know much of the other stuff is still available to us to actually go and find, because we don't know where it is, do we?

The Chair: It begs the question? I don't think it begs the question.

Mr. Malcolm Allen: Sorry, Mr. Chair.

The Chair: That's all right.

Thank you. We're going to have to move on.

We'll begin on this side with Mr. Keddy, with seven minutes to start.

Mr. Gerald Keddy (South Shore—St. Margaret's, CPC): Thank you, Mr. Chairman.

I'll try to keep within the time restraints. It is getting late on Thursday. I'm never too good at that, and the opposite side obviously isn't either.

I would like to welcome our witnesses. On behalf of all Canadians, thank you for the hard work that you and your department have done on this file. This is not an easy file. Our closest neighbour and our largest trading partner is not always easy to do business with. There are a lot of little stumbling blocks along the way.

Just to review some of what my colleagues have said, and maybe to shine a slightly brighter light on it, we never got an agreement for a proposal from our provincial-municipal counterparts until almost the end of August. A month later, the department was able to sit down with the Americans in round one. Four and a half months after that, in the middle of February, we were able to sign an agreement. That is absolutely record time on any kind of bilateral international agreement, I'm certain, anywhere on the planet. We have firm commitments that include 37 states straight across the board. I do believe you deserve to be commended on that.

The American Reinvestment and Recovery Act of 2009 has hurt Canadian business and Canadian enterprises, without question. It's been asked a couple of times, what are the benefits? Frankly, one of the chief benefits, I think, is the fact that for the first time we were able to get provincial and municipal agreement to open up sub-national procurement. I'm going to ask a question on that, after I finish my opening comments, but that's certainly one of the greater benefits. For the first time in many of our agreements, our provinces and municipalities had a definite stake. I'd say our provinces had a place at the table where they could help negotiate their own terms in this agreement.

Again, getting back to the benefits, programs that we were not able to bid on under the American Reinvestment and Recovery Act of 2009 we are able to bid on, with the remaining funds available. The U.S. Department of Agriculture rural utilities services, water and waste disposal programs; rural housing under USDA; the conservation block grants under the Department of Energy; the U.S. Department of Energy, Office of Energy Efficiency and Renewable Energy, state energy programs—suddenly all these programs, or what's left in them, because I realize the difficulty of finding that out, are open. Housing and urban development, environmental protection, clean water, drinking water—all are projects that were not available and were not open to a competitive bidding system prior to this agreement.

I realize that the carve-outs balance one another, but I think there's a section here that most Canadians are not as aware of, and that's the fact that much of this prior to the agreement was more one-sided. The Americans did have a competitive advantage in bidding on Canadian bids.

I'd like you to explain that a little more. Some municipalities had actually opened up their bidding to international bidders, to my understanding.

• (1620)

Ms. Dany M. Carriere: As I think I said in my opening statement, prior to the recovery act, Canada and the United States enjoyed relatively open government procurement at the sub-federal level despite the lack of formal commitments. The new Buy American provisions really upset that balance.

Mr. Gerald Keddy: Okay.

My next question is this. Given that we're on much more even footing now.... I realize that there are still some challenges facing us, but we are on much more even footing. As well, when we get to the end of 2011, it's the expiry of the ARRA. At that time, then, since this negotiation has already taken place, I would expect us to be in a much better position. First of all, hopefully our American colleagues will have seen the light. More importantly, we already have a template that we can work on to help prevent greater protectionism from our American trading partners. To me, that's probably one of the greater gains out of all this, that now we can work on, for the first time, a real long-term future agreement that will benefit our industry and, quite frankly, American industry. It will benefit North America.

As the international trade department, do you look at that? Have you looked at that? In round two, ARRA 2012 or whatever it will be called, do we have that possibility?

Ms. Dany M. Carriere: That's what we were really aiming for, getting a commitment from the United States, in writing, to explore within a specified timeframe the scope of something that goes beyond what they've done in the agreement on government procurement and the NAFTA.

I want to turn the floor over to my colleague here. She can expand a little bit more on that.

Ms. Lynda Watson (Director, North America Commercial Policy, Department of Foreign Affairs and International Trade): I've been quite quiet so far, because my job is to work through our embassy in Washington and our consulates across the country, through our trade commissioners and our advocacy officers. This question provides me an opportunity to tell you what we've done so far and to explain a little bit about what we see is going to occur in the next few months.

Even from the earliest days when the Buy American provisions of the recovery act appeared, we could already see that this was going to have an impact on companies. My colleagues in our consulates and our colleagues in our regional offices across the country were receiving phone calls from companies saying, “My customer is telling me that I can't bid, and now what am I going to do?” or “I've been trying to bid on this, and I can't understand what they require of me.”

So we've been doing troubleshooting for many months. We held workshops in 10 locations across Canada for a whole cross-section of Canadian companies in many industries, very often for those working in water and waste water, heating, ventilating, air conditioning, or industrial controls. Generally speaking, as Dany explained, they were not at prime contractor level but at sub-contractor level. We've done webinars.

The fact is that very often we've not been successful. Quite often we've indicated to a company that it could apply for a waiver, and this is what it should do, and while some companies have been successful, others have said they thought it was too much paperwork to bother with.

One of the benefits of this agreement is that now we have something concrete that a company can put in its hand and take into the contracting authority and say, “This is the exemption for Canada, and these are the seven programs where we're exempted. Also, these are the 37 states, and these are the programs in those 37 states that are covered.” They have a piece of paper they can take in, and they can prove what their rights are. Before that, all we could say was that we had guaranteed access at the federal level. We had no protections at the sub-federal level, whether it was recovery act funding or normal state funding. That made it very difficult to, as a trade commissioner, be able to give our companies a tool to be able to go and push for market access and try to capture contracts. So now they have a tool. It's maybe not everything we might have hoped it would be in the beginning, because it isn't everything, but some companies that could not be successful before will be successful now.

As Dany has explained, the important goal now is really to go after a permanent comprehensive agreement that can overcome some of the carve-outs you've identified in the coverage of the 37 states and to obtain some kind of certainty for these companies that we work with. It won't be easy, because in Canada the agreement is pretty well known even though there are questions about what it covers and doesn't cover. In the United States, however, it's not as well known, so our trade commissioners and our advocacy officers have been reaching out to governors' offices, mayors' offices, business associations, and individual companies to try to explain to them that the agreement exists. They've been making photocopies and sending links to websites regarding these opportunities so that when a Canadian company wants to bid, they're going to say, “Yes, we just heard about this arrangement from your consulate”. Hopefully, they'll hear about it from the U.S. government as well, but we want to be sure, so our consulates are doing this outreach.

As we go forward into the future, we are trying to identify those companies that are indeed benefiting from access to the Canadian market, or benefiting from being able to use Canadian suppliers in their supply chains so they will say to the federal government that it's good for America to advocate and to engage in future negotiations.

•(1625)

This is a long way down the line, but this is a systematic process of building our networks and trying to draw people's attention to the benefits for individual enterprises.

Mr. Gerald Keddy: Thank you.

The Chair: Thank you, Mr. Keddy.

We have time for a quick round. I'm going to do five minutes for questions and answers in this round.

We're going to begin with Mr. Silva.

You have five minutes.

Mr. Mario Silva (Davenport, Lib.): Thank you.

I'll be very brief with each of my questions and hopefully you can be brief with your answers as well.

Just on the definitions on the issue of temporary agreements, on the exemption that was given for the social services, I want to know how you define social services.

Also, on the question of Ontario and Quebec, you included highways. Does that also include all road construction in that definition of the exemption?

I'll start with those two questions. I have other questions I'd like to ask.

•(1630)

Ms. Dany M. Carriere: As for how we define social services, I guess that's a two-part question, because services form part of the.... I'm assuming here that if you're talking about social services, you're speaking of the agreement on government procurement, because the temporary agreement applies only to construction. There are no social services.

Mr. Mario Silva: Well, there are two questions I was asking. It was a two-part question. One is how you define social services. The other was whether under construction, under highways, whether “highways” includes all road construction in Quebec and Ontario. So it was a two-part question; it was not the same question. But they both were to ask for clarification.

Ms. Dany M. Carriere: Well, social services are defined as.... It's hard to explain. Services, you know—

A voice: Social welfare.

Ms. Dany M. Carriere: Yes, social welfare and those kinds of things. Those are excluded from—

Mr. Mario Silva: But usually when you put something in an agreement, isn't it also explicitly defined what it actually is?

Ms. Dany M. Carriere: No. We define only what is actually included. Because the way a procurement chapter is constructed, you have to be an entity that's covered in order for it to kick in.

Mr. Mario Silva: Well, that's why I said “social service entities”, just like in the agreement.

Ms. Dany M. Carriere: Well, social service entities would be Ontario social welfare, that kind of thing. They're not entities that are listed in this agreement. The entities listed in this agreement are provincial ministries and departments.

Mr. Mario Silva: That's not a very good answer. You have something in the agreement that says "social service entities" and you can't define what that is.

Ms. Dany M. Carriere: Well, each province and territory would be able to answer that question, because they know what their social services entities are.

Mr. Mario Silva: All right.

What about the second question on the highways? Does it include all road construction?

Ms. Dany M. Carriere: Yes, that includes all roads.

Mr. Mario Silva: Okay.

Did the government ever come up with a range of aggregate estimates of the value of the U.S. program funding that would open Canada under the agreement?

Mrs. Marie-Josée Langlois: Could you repeat it? I missed some words.

Mr. Mario Silva: Okay.

I hope that will be taken off my time.

Did the Government of Canada ever come up with a range of aggregate estimates of the value of the U.S. program funding that would be open to Canada under the agreement?

Mrs. Marie-Josée Langlois: It goes back to the questions asked by Mr. Brison and Mr. Allen.

Mr. Mario Silva: Yes, I realize that, but we didn't get clarification. That's why we're asking again.

Mrs. Marie-Josée Langlois: Again, like I said, all the information we have is the numbers put into the recovery act that are being transferred to the various programs. Then, how they're managed will vary from one department to another in regard to their management of the programs, so it's difficult for us to assess how they're going to be transferring money between the federal and the sub-federal levels.

Mr. Mario Silva: What criteria were used to measure whether it was a fair deal?

Mrs. Marie-Josée Langlois: I'm sorry?

Mr. Mario Silva: What criteria did you use to measure whether or not this was a fair deal for Canada?

Mrs. Marie-Josée Langlois: The provinces and territories were involved throughout the discussions. It reflects their interests and the interests of their stakeholders, constituents, and municipalities. The assessment was made by the councils of ministers in the various provinces and territories in terms of what their interests were and how they were met. It's not for us to assess what the provinces judge would be in their interests.

Mr. Mario Silva: So there's no way of you measuring and figuring out which would be better, if this is actually the best deal or a balanced deal, or a deal that favours one side more than the other? I mean, how do you evaluate that and put that into the equation?

Mrs. Marie-Josée Langlois: In terms of hard numbers, it goes back to the previous answer. In terms of subjective evaluation, everybody will have their own. It will be up to them to judge.

Mr. Mario Silva: Okay.

That's it.

The Chair: Mr. Holder.

Mr. Ed Holder (London West, CPC): Thanks very much.

I'd like to thank our guests for being here today. I have a few short questions, and I'd be grateful if the responses were equally so. Sometimes, by the way, you're allowed to just say "no" to some of the questions.

To be clear, our committee has always been concerned about the Buy American provisions. It's been that way because of the impact the provisions have in terms of procurement on behalf of Canadian companies. Our committee has several concerns, which is why this is one piece of a series of issues that we are dealing with as it relates to our relationship with the United States. Of course, we all know that our free trade agreement is a federal-to-federal relationship that does not include the provinces, territories, and local governments.

It seems to me that this agreement has two values. One is to assist, from a Canadian perspective, any opportunities that are still available with uncommitted contracts and the like at the state and more local government levels. The second part I see is the next deal; in other words, if we get it right for the duration of this agreement, I hope we will have laid the groundwork, with this deal, to give us the foundation for getting the permanent deal—if it will be a permanent deal—in place.

This leads to my question. It might be early to ask, but is there anything that you would imagine you would like to see in a deal on behalf of Canada—the next deal—that is not currently in this deal?

That one wasn't a yes or no answer; I'm sorry.

• (1635)

Mrs. Marie-Josée Langlois: Again, that would be speculative at this time. What we have in the agreement is the commitment to engage in discussions to see what would be the environment in which we would be discussing, and....

Ms. Dany M. Carriere: Of course we are going to work closely with the stakeholders, including the provinces and territories. Their role continues to be important.

Mr. Ed Holder: So it will be a work in process, then.

Ms. Dany M. Carriere: Absolutely.

Mr. Ed Holder: I have a question then. We've talked about the fact that there are 37 states involved in this agreement. I also know that Canada is the major export market for 37 of the 50 states. Is it the same 37 states, as far as you know—or do you know?

Ms. Dany M. Carriere: I'd have to get back to you on that.

Mr. Ed Holder: My separate question relates to that. How is it these 37 states came to be, and what happened to the other 13?

Ms. Dany M. Carriere: I wasn't around in 1994. I can try to find out for you from the record.

Mr. Ed Holder: No, I'm talking about this procurement arrangement, where 37 states are participating.

Ms. Dany M. Carriere: The 37 states that are participating are the 37 states that already make commitments. The structure of the deal is that the U.S. commitments currently, under the agreement on government procurement, include 37 states. These were not extended to Canada, but Canada did not have commitments at the sub-federal level. So the 37 states were made available to all the members of the agreement on government with Canada, except Canada.

Mr. Ed Holder: My next question has to do more with the dispute resolution system now.

I'm glad to see that my colleague from the NDP feels that this agreement has teeth. I think that's very nice.

Now, it's only been in force since February 16 of this year. Have there been any disputes so far, as early as it is?

Ms. Dany M. Carriere: No.

Mr. Ed Holder: That's a good sign.

If there is a dispute, though—forgive me, because I've looked only briefly through the agreement—I know that there are some time provisions in there. If a complainant has an issue, they have a certain amount of time to press their case. I didn't see a timeframe in there on when they had to resolve the situation. Is there anything in there for time of resolution?

Ms. Dany M. Carriere: The quick answer to that is no. However, there are three types available. In the agreement on government procurement itself, there is what we call the domestic review process, which applies from a bidder to a procuring entity, and there are the dispute settlement actions, which are party to party for more systemic issues. The agreement itself also has a consultation process for disputes.

Mr. Ed Holder: I guess I'm concerned about the potential that the United States would run out the clock and all of a sudden it would get to the point where it might not be to our advantage. I put that out for your consideration so that when we get to the next deal it might be something you would look at.

Mr. Chair, if I have time for one more question, I'll take it.

• (1640)

The Chair: No, I'm sorry, that's five minutes.

Mr. Ed Holder: I do not. Then I'll thank our guests.

The Chair: Thank you, Mr. Holder.

For the final question we have Monsieur Guimond. You have five minutes for questions and answers.

[Translation]

Mr. Claude Guimond (Rimouski-Neigette—Témiscouata—Les Basques, BQ): Thank you, Mr. Chair.

Thank you for your kind words. I never once doubted your concern for my well-being. I told my new colleague Mr. Laforest that you were a good chair and that this was an excellent committee. By the way, I'd like to comment on the tie worn by my friend Mr. Holder. The colour red suits him rather well after all.

Regarding the agreement, earlier my friend Mr. Holder talked about the recourse available should a disagreement arise and you commented on this. We are hearing a lot about the WTO. With respect to the new agreement concluded in February, it is the provinces that have benefited from an opening on this front, but it is Canada, the federal government, that is a member of the WTO.

Regarding the current agreement between Canada and the United States, what role does the WTO play in the event of a dispute?

Ms. Dany M. Carriere: Should a dispute arise between the two parties, that is between Canada and the United States, the same procedure followed for other WTO agreements would apply. An equivalent dispute resolution process would apply.

Mr. Claude Guimond: Supposing a dispute arose between a province—for example, Quebec—and the United States over a project initiated in this province, what authority could the WTO exercise?

Ms. Dany M. Carriere: The temporary agreement and the GPA contain provisions governing cases where an entity enters into a contract with the government and one of the suppliers has questions concerning the entity. In such instances, Quebec would have an obligation to provide that information. I'm referring here to Article XVIII of the GPA.

Mr. Claude Guimond: However, should a dispute involving a province arise, what authority would the WTO be able to exercise?

Ms. Dany M. Carriere: I don't think the WTO would have any authority.

Mr. Claude Guimond: You're saying that the WTO would have no authority over such matters?

Ms. Dany M. Carriere: Should a dispute arise between Canada and the United States, the WTO would have the authority to intervene. In cases like this, a process is initiated. A panel is set up to hear from the various parties. The process is fairly complex. An entire chapter is devoted to this one topic in the WTO agreement. The GPA is part of that agreement.

Mr. Claude Guimond: I have to say that this is all rather vague. My question concerned a state, or a province. We know that Canada, the federal government, is the signatory to the WTO.

Ms. Dany M. Carriere: Perhaps we could ask our colleagues who are more well versed in the dispute resolution process to send you some information about this in writing.

Mr. Claude Guimond: More experienced from a legal standpoint? Fine then. Thank you.

The United States have always been a major economic partner of Quebec and Canada. This agreement was announced while Parliament was prorogued. While we believe the agreement has economic aims, for the most part, it has political objectives as well. What will an agreement of this nature bring us over an above what we have already have since trade was first initiated between Canada and the United States?

Mrs. Marie-Josée Langlois: Since February 16 last, many Canadian companies in all sectors have been able to take part in projects that will be funded under the US Recovery Act, that is under the American stimulus plan.

Furthermore, as Dany mentioned, pursuant to a permanent section of the agreement, the Americans are committing to keeping their government contracts open, in line with the commitments they made under the WTO's Agreement on Government Procurement. These provisions did not exist before. Canadian companies can now invoke them.

• (1645)

[English]

Mr. Claude Guimond: *Merci.*

The Chair: Very good. Thank you.

We're operating well today.

Thank you, Monsieur Guimond.

Thank you again to our witnesses. It was a tough one today to nail down, in some respects. I appreciate your offer to respond further with written responses to some of the questions from our committee members.

With that, we will conclude this portion of the program. I want to thank our witnesses for coming.

Before we leave, I do have some House business to attend to here very quickly. I'll give you one minute, and then we'll deal with that very quickly while our guests pack up.

• _____ (Pause) _____
•

The Chair: We'll resume.

I have asked the clerk to circulate a motion. This is a routine motion that we do for each new assignment we undertake. This is essentially to adopt a budget for travel of witnesses. That's the main thing. We don't really know going in, much as is the case for other agreements, what the total benefit or the cost is going to be, because we don't yet know where all the witnesses are going to come from. We just did a general outline, an average of what it's been over previous commitments, and I have a motion:

That the Standing Committee on International Trade adopt a budget of \$24,700 for inviting witnesses to appear in Ottawa for a study on Canada-United States Trade Relations.

May I have a mover of that motion?

So moved by Mr. Allison.

As well, we have distributed our breakdown, if that's of interest to members. Is there any discussion? It's pretty routine.

You had a question, Mr. Allen?

Mr. Malcolm Allen: I did, Mr. Chair. Thank you.

I beg your indulgence because I don't come here that often. As much as it tends to be what we call in the business a "global budget"—it's \$24,700 for something—do we at this particular moment in time have a sense of who we're calling? I understand there'll be folks who will submit names at some point. Do we have a sense of who we're actually asking now, or are we just simply trying to lay out a number to say we think this is kind of what we need to bring a certain number of folks? At this point we don't actually have a list of anyone we've decided on?

The Chair: Oh, yes, we do.

You've asked two questions there. One is whether this is kind of a global thumbnail of what it may cost. It's a reasonable guesstimate, because we've done this a lot.

To answer your second question, regarding whether we have designated or indicated who might be coming as witnesses, I have a list from Mr. Julian, for example, and a list from Mr. Keddy. We tend to try to balance each meeting with witnesses. So we're well on our way, and it looks as though we'll do at least two more meetings on this.

If you or Monsieur Laforest or Mr. Brison has any additional witnesses, send them along.

May I ask for a show of hands of those in favour of the motion?

(Motion agreed to)

The Chair: We're on our way.

Thank you for that. We'll see you Tuesday.

The meeting is adjourned.

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