



# **Specific Directive on the Use of Another Language than French**

**December 2024**

Adopted on December 2, 2024

Resolution CM24 289

# Table of Contents

<b>Introduction</b>	3
<b>Written and oral communications, contracts and agreements with legal persons and enterprises established in Quebec</b>	4
• Legal person – head office or establishment outside Quebec – CFL16 RLCA 2(1)	4
• Legal person or enterprise with which the body has the option to use another language in addition to French – CFL 21.9 RLCA 6(5)	4
• School bodies – Legal person that provides educational services - CFL 16 RLCA 2(7)	4
• Natural person who operates a sole proprietorship – CFL16 RLCA 3	5
• Sole proprietorship – CFL 21.9 RLCA 6(4)	5
<b>Written and oral communications, contracts and agreements with legal persons and enterprises outside Quebec</b>	5
• Head office or establishment outside Quebec – CFL 21.9 RLCA 6(3)	5
• Head office or establishment outside Quebec – CFL 21 RLCA 4(6)	6
• Legal person outside Quebec – CFL 21.4 (1) b)	6
• Contract outside Quebec – CFL 21.5	6
• Written document intended for use outside Quebec – CFL 21 RLCA 4 (4)	6
• Contract with a supplier or a provider and another government – CFL 21 RLCA 4 (8)	6
• Public contract – CFL 21 RLCA 4(1)	6
• Contract of adhesion - head office or establishment outside Quebec – CFL 21 RLCA 4(7)	6
• Third person outside Quebec – CFL 21 RLCA 6(2)	7
• Natural person not residing in Quebec - CFL 21.4 (1) a)	7
<b>Other contracts and agreements</b>	7
• Impossibility of obtaining a product or service in due time and at a reasonable cost – CFL 21 RLCA 4(14)	7
• Information technologies – not available – CFL 21 RLCA 4(15)	7
• Contract of instantaneous performance – CFL 21 RLCA 4(18)	8
• Supply contract – inscription relating to a product – not available in French – CFL 21.12	8
• Service received from a legal person or an enterprise – not available in French – CFL 21.12	8
• Loan contract – CFL 21 para. 2	8
• Management of financial risks – CFL 21 para. 2	8
• Purchase or sale of options - CFL 21 para. 2	8
• Futures contracts – CFL 21 para. 2	8

• Consumer contract of successive performance – CFL 22.3	9
• Contract for an insurance policy – CFL 21.5	9
• Written document drawn up in another language – CFL 21.6	9
• Written documents of a financial, technical, industrial or scientific nature – CFL 21 RLCA 4(2)	9
<b>Written and oral communications with natural persons and other communications</b>	<b>10</b>
• Tourism – CFL 22.3	10
• Dissemination of any financial information – RDR 1(3)	10
• Site for an invitation to tender and transactional platform – RDR 1(6)	10
• News media that disseminate information in another language – CFL 22.5	10
• Holder of an elective public office – CFL 22.5	11
<b>Research</b>	<b>11</b>
• Information sent by a participant – CFL 22.5 RDR 2(2)	11
• Survey or statistical survey – CFL 22.5 RDR 2(3)	11
<b>Intergovernmental and international affairs, cooperation, consultation and relations outside Quebec</b>	<b>12</b>
• International agreement – CFL 21.1	12
• Services and relations outside Quebec – CFL 22.3	12
• Report or certification intended to be used abroad – RDR 1(1)	12
• Legal person established in the public interest of another State – RDR 1(7)	12
• Communication with another government – CFL 16 RLCA 1	12
• Relations with persons outside Quebec – documents – CFL 22.5	12
• International action – communication – CFL 22.5	12
• Laws and practices of another State – CFL 22.5	13
• Cooperation with competent authorities – CFL 22.5	13

## Introduction

An Act respecting French, the official and common language of Quebec (2022, chapter 14) was assented to on June 1, 2022 and amended the *Charter of the French Language* (CFL). The Act imposes on civil administrations, including municipal bodies, the duty to use French in an exemplary manner and exclusively, subject to certain exceptions. The *Politique linguistique de l'État* (PLE) approved by the government on February 22, 2023 provides general guidelines for exemplary practices.

The *Regulation respecting the language of the civil administration* and the *Regulation respecting the derogations to the duty of exemplarity of the civil administration and the documents drawn up or used in research*, which came into force on June 1, 2023, complete the legal regime that applies to the use of French in civil administration. In addition to the situations provided in the CFL, these regulations also provide situations where another language than French may be used.

Like all agencies and bodies concerned, the Town of Kirkland (Town) must adopt a specific directive and submit it to the *Ministère de la Langue française* (MLF). This directive will replace the *Directive du ministre de la Langue française relative à l'utilisation d'une autre langue que la langue officielle par un organisme municipal reconnu en vertu de l'article 29.1 de la Charte de la langue française* adopted on May 24, 2023.

The Town is a body recognized under section 29.1 of the CFL. In this capacity, the Town may use the options provided in sections 23 to 26 of the CFL that regulate the use of another language than French by a body recognized under section 29.1 of the CFL. These sections concern the language of signs, posters, documents, the services they provide, their use of technological means, their internal communications, their communications to other recognized bodies and the language used in their name, notices of meeting, agendas and minutes of deliberative assemblies.

This specific directive identifies other situations in addition to those provided in sections 23 to 26 of the CFL. It provides for the possibility of using another language than French in situations that are not covered by its recognition under section 29.1 of the CFL.

Accordingly, the specific directive on the use of another language than French meets the government's requirement by identifying the other exceptions provided by the CFL.

<b>Person responsible for the procedure:</b>	French language envoy to the <i>Ministère de la Langue Française</i>
<b>Dissemination:</b>	Intranet and website of the Town of Kirkland
<b>Approval:</b>	December 2, 2024
<b>Review:</b>	No review to date (every 5 years)

## Written and oral communications, contracts and agreements with legal persons and enterprises established in Quebec

- **Legal person – head office or establishment outside Quebec – CFL16 RLCA 2(1)**

The Town may use another language in addition to French when a written communication is sent exclusively to the head office or an establishment of a legal person established in Quebec, when this head office or establishment is outside Quebec.

- **Legal person or enterprise with which the body has the option to use another language in addition to French – CFL 21.9 RLCA 6(5)**

A written document may be drawn up in another language when it is transmitted by a legal person or an enterprise with which the Town has the option to use another language, in addition to French, in its communications with this legal person or enterprise. The written document is intended to obtain a permit, another authorization of the same nature, a subsidy or other form of financial assistance. This includes written documents that the legal person or the enterprise receiving the assistance or authorization is required to transmit to the Town as a result of this assistance or authorization.

1. **In which cases, circumstances and situations and for which purposes does the Town intend to use another language than French?**

The Town deals with certain suppliers that have their head office outside Quebec (mainly elsewhere in Canada or the United States). A local supplier may also be acquired by another supplier whose head office is outside Quebec.

2. **Which of the Town's established measures or instructions must be observed before a language other than French may be used?**

The Town encourages the personnel of the departments concerned to ask the supplier if it can communicate in French. When communication in French is difficult, the Town uses English to ensure the continuity of operations.

- **School bodies – Legal person that provides educational services - CFL 16 RLCA 2(7)**

A school body recognized under section 29.1 of the CFL may use another language in addition to French when it transmits a communication to a legal person established in Quebec that provides educational services in English.

1. **In which cases, circumstances and situations and for which purposes does the Town intend to use another language than French?**

Margaret Manson Elementary School is located in the Town's territory and is part of the Lester B. Pearson School Board. Kuper Academy is a private school that offers preschool, elementary school and secondary school programs and is located in the Town's territory. The Town is in contact with various schools located in its territory for the purpose of holding sports, educational and cultural activities or to contact youth for the purposes of raising their awareness.

2. **Which of the Town's established measures or instructions must be observed before a language other than French may be used?**

The Town encourages the personnel of the departments concerned to try to communicate in French at first. When communication in French is difficult, the Town uses English to ensure the continuity of operations and awareness activities with these client groups.

- **Natural person who operates a sole proprietorship – CFL16 RLCA 3**

The Town may use another language in addition to French when it communicates with a natural person who operates a sole proprietorship and has the option to communicate in another language with this natural person when the natural person is not acting as part of the operation of their sole proprietorship.

- **Sole proprietorship – CFL 21.9 RLCA 6(4)**

A written document may be drawn up in another language than French when it is transmitted by a natural person who operates a sole proprietorship and the body has the option to use another language in addition to the official language in its communications with the natural person when that person is not acting as part of the operation of their enterprise. The written document is intended to obtain a permit, another authorization of the same nature, a subsidy or other form of financial assistance. This includes written documents that the legal person or the enterprise receiving the assistance or authorization is required to transmit to the Town as a result of this assistance or authorization.

1. **In which cases, circumstances and situations and for which purposes does the Town intend to use another language than French?**

The Town deals with certain natural persons who act as part of the operation of a sole proprietorship.

2. **Which of the Town's established measures or instructions must be observed before another language than French may be used?**

The Town encourages the personnel of the departments concerned to ask the supplier if it can communicate in French. When communication in French is difficult, the Town uses English to ensure the continuity of operations.

**Written and oral communications, contracts and agreements with legal persons and enterprises outside Quebec**

- **Head office or establishment outside Quebec – CFL 21.9 RLCA 6(3)**

A written document transmitted to the Town may be drawn up in another language than French when it comes from the head office or an establishment located outside Quebec of a legal person or an enterprise established in Quebec. The written document is intended to obtain a permit, another authorization of the same nature, a subsidy or other form of financial assistance. This includes written documents that the legal person or the enterprise receiving the assistance or authorization is required to transmit to the Town as a result of this assistance or authorization.

- **Head office or establishment outside Quebec – CFL 21 RLCA 4(6)**

The Town may attach a version in a language other than French to a contract and other contract-related written documents when the Town enters into a contract in Quebec with a legal person established in Quebec and the exchanges necessary for entering into the contract take place with the head office or an establishment of the legal person that is located outside Quebec.

- **Legal person outside Quebec – CFL 21.4 (1) b)**

The Town may attach a version in another language than French to a contract and other contract-related written documents when it enters into a contract in Quebec with a legal person or an enterprise not required to be registered under the *Act respecting the Legal Publicity of Enterprises* and whose head office is located in a State where French is not an official language.

- **Contract outside Quebec – CFL 21.5**

A contract signed by the Town and other contract-related written documents may be drawn up only in another language when the civil administration enters into a contract outside Quebec.

- **Written document intended for use outside Quebec – CFL 21 RLCA 4 (4)**

A version in another language than French may be attached to a contract when this written document is intended for use outside Quebec.

- **Contract with a supplier or a provider and another government – CFL 21 RLCA 4 (8)**

A version in another language than French may be attached to a contract when the Town enters into a contract with both a supplier or a service provider and another government that does not have French as an official language.

- **Public contract – CFL 21 RLCA 4(1)**

The Town may attach a version in another language than French to a contract and other contract-related written documents when it is expedient to create the interest of legal persons or enterprises that do not have an establishment in Quebec as part of a process for the award of a public contract.

- **Contract of adhesion - head office or establishment outside Quebec – CFL 21 RLCA 4(7)**

The Town may attach a version in a language other than French to a contract and other contract-related written documents when it adheres to a contract submitted by the head office or the parent company located outside Quebec of a legal person established in Quebec or by the entity located outside Quebec controlling a legal person established in Quebec.

- **Third person outside Quebec – CFL 21 RLCA 6(2)**

A written document transmitted to the Town by a legal person or an enterprise to obtain a permit, another authorization of the same nature, a subsidy or other form of financial assistance may be drawn up in another language than French when the written document concerns both the Town and a third person outside Quebec.

- **Natural person not residing in Quebec - CFL 21.4 (1) a)**

The Town may attach a version in another language than French to a contract and other contract-related written documents when it enters into a contract in Quebec with a natural person not residing in Quebec.

1. **In which cases, circumstances and situations and for which purposes does the Town intend to use another language than French?**

The Town deals with certain suppliers that have their head office outside Quebec (mainly elsewhere in Canada or the United States). A local supplier may also be acquired by another supplier whose head office is outside Quebec. The Town also deals with certain natural persons who do not reside in Quebec.

2. **Which of the Town’s established measures or instructions must be observed before another language than French may be used?**

The Town encourages the personnel of the departments concerned to ask the supplier if it can communicate in French. When communication in French is difficult, the Town uses English to ensure the continuity of operations.

<b>Other contracts and agreements</b>
---------------------------------------

- **Impossibility of obtaining a product or service in due time and at a reasonable cost – CFL 21 RLCA 4(14)**

The Town may attach a version in another language than French to a contract and other contract-related written documents when it is impossible to obtain the product or service sought or another equivalent product or service in due time and at a reasonable cost.

- **Information technologies – not available – CFL 21 RLCA 4(15)**

The Town may attach a version in another language than French to a contract and other contract-related written documents when it enters into a contract in the field of information technologies with respect to licences that do not exist in French.



- **Contract of instantaneous performance – CFL 21 RLCA 4(18)**

The Town may attach a version in another language than French to a contract and other contract-related written documents when it enters into a contract of instantaneous performance with a natural person and for which :

- no file opening or registration process is necessary;
- the contract is signed in the presence of the parties;
- the natural person has asked that the Town use another language.

- **Supply contract – inscription relating to a product – not available in French – CFL 21.12**

The Town ensures that any inscription relating to a product that it obtains under a supply contract entered into with a legal person or an enterprise is drawn up in French. It makes an exception only when it cannot obtain the product sought or another equivalent product in due time.

- **Service received from a legal person or an enterprise – not available in French – CFL 21.12**

The Town ensures that any service obtained from a legal person or an enterprise is in French. It makes an exception only when services, other than those intended for the public, cannot be provided in French.

- **Loan contract – CFL 21 para. 2**

A loan contract signed by the Town may be drawn up in both French and another language.

- **Management of financial risks – CFL 21 para. 2**

A financial instrument or contract whose object is the management of financial risks (including currency exchange or interest rate exchange agreements) and that is signed by the Town may be drawn up in both French and another language.

- **Purchase or sale of options - CFL 21 para. 2**

A contract for the purchase or sale of options signed by the Town may be drawn up in both French and another language.

- **Futures contracts – CFL 21 para. 2**

A futures contract signed by the Town may be drawn up in both French and another language.

- **Consumer contract of successive performance – CFL 22.3**

A consumer contract of successive performance signed by the Town may be drawn up in both French and another language in each of the following situations :

- to provide services in English to a person declared eligible to receive instruction in English;
- to provide services to welcome immigrants within Quebec society during the first six months following their arrival in Quebec;
- to provide services and maintain relations outside Quebec;
- to provide tourist services.

- **Contract for an insurance policy – CFL 21.5**

A contract entered into by the Town for an insurance policy and other contract-related written documents may be drawn up only in another language if the insurance policy has no French equivalent in Quebec and comes from outside Quebec or its use is not widespread in Quebec.

- **Written document drawn up in another language – CFL 21.6**

A written document relating to a contract only in French may be drawn up only in another language when the Town so agrees and the document is authentic, semi-authentic or has a legal value that would prevail over that of any possible French version.

- **Written documents of a financial, technical, industrial or scientific nature – CFL 21 RLCA 4(2)**

The Town may attach a version in another language than French to a contract and other contract-related written documents when a bidder or contractor must, with respect to a contract, send written documents that meet all of the following conditions :

- they do not exist in French;
- they are not produced by a third person;
- they are related to the field of insurance or are of a financial, technical, industrial or scientific nature.

1. **In which cases, circumstances and situations and for which purposes does the Town intend to use another language than French?**

The Town may, in the abovementioned situations, need to attach a version in another language than French to a contract and other contract-related written documents. Certain contracts, such as insurance policies, may at times be drawn up only in another language.

2. **Which of the Town's established measures or instructions must be observed before another language than French may be used?**

The Town encourages the personnel of the departments concerned to ask the supplier if it can communicate in French. When communication in French is difficult, the Town uses English to ensure the continuity of operations.

## Written and oral communications with natural persons and other communications

### • **Tourism – CFL 22.3**

The Town may use another language in addition to French in its communications in order to provide tourist services.

1. **In which cases, circumstances and situations and for which purposes does the body intend to use another language than French?**

Tourists from outside Quebec, especially Ontarians and Americans, visit certain facilities of the Town.

2. **Which of the Town's established measures or instructions must be observed before another language than French may be used?**

The Town encourages the personnel of the departments concerned to try to communicate in French at first. When communication in French is difficult, the Town uses English in an effort to communicate effectively with these client groups.

### • **Dissemination of any financial information - RDR 1(3)**

The Town may use another language in addition to French when it communicates for the purposes of disseminating any financial information it deems necessary for the management of the consolidated revenue fund and the public debt, and for the management of the issue of municipal debt securities.

### • **Site for an invitation to tender and transactional platform – RDR 1(6)**

The Town may use another language in addition to French for the purpose of making available any site for an invitation to tender or any transactional platform as part of the management of the public debt and the issue of municipal debt securities.

### • **News media that disseminate information in another language – CFL 22.5**

The Town has the option to use a language other than French in communications intended for news media that disseminate information in a language other than French and the publicity they carry.

1. **In which cases, circumstances and situations and for which purposes does the Town intend to use another language than French?**

The Town may use certain sites that disseminate financial information, sites for invitations to tender and transactional platforms for municipal debt securities.

2. **Which of the Town's established measures or instructions must be observed before another language than French may be used?**

The Town encourages the personnel of the departments concerned to verify whether French can be used. Otherwise, the Town uses English in an effort to communicate financial information effectively.

- **Holder of an elective public office – CFL 22.5**

The Town has the option to use another language than French for communications by members of the Municipal Council, except those intended for the Town and its personnel.

1. **In which cases, circumstances and situations and for which purposes does the Town intend to use another language than French?**

This exception may be used by members of the Municipal Council in their communications that are not intended for the Town or members of its personnel. The members of the Municipal Council express themselves in French or in English depending on the audience and the context.

2. **What efforts does the body make to fulfill the spirit of its duty of exemplarity when exercising this option?**

The Town encourages members of the Municipal Council to keep promoting the importance of French.

<b>Research</b>
-----------------

- **Information sent by a participant – CFL 22.5 RDR 2(2)**

Information sent by a participant in research or by a person contributing to the research to provide information may be written in another language than French.

- **Survey or statistical survey – CFL 22.5 RDR 2(3)**

The Town may use another language than French in the material used for a survey or statistical survey, such as a questionnaire or interview form.

1. **In which cases, circumstances and situations and for which purposes does the Town intend to use another language than French?**

Information sent by a participant in research, a survey or a public consultation, or by a person contributing to the research, survey or public consultation, may be written in another language than French. The Town may use another language than French in the material used for a survey or statistical survey, such as a questionnaire or interview form.

2. **What efforts does the body make to fulfill the spirit of its duty of exemplarity when exercising this option?**

As a body recognized under section 29.1 of the CFL, the Town carries out its research, survey and public consultation activities in French and in English. The Town may also receive comments and information from its citizens in both languages, such as during public consultations. The Town ensures that it presents the comments received from citizens in French and in English and translates them.

## **Intergovernmental and international affairs, cooperation, consultations and relations outside Quebec**

- **International agreement – CFL 21.1**

The Town may attach a version in another language than French to an agreement and other agreement-related written documents when the Town has signed an international agreement within the meaning of the *Act respecting the Ministère des Relations internationales* or an agreement referred to in section 23 or section 24 of the Act.

- **Services and relations outside Quebec – CFL 22.3**

The Town may use another language in addition to French when it communicates in writing to provide services and maintain relations outside Quebec.

- **Report or certification intended to be used abroad – RDR 1(1)**

The Town may use another language in addition to French when it communicates in writing to provide services leading to the issue of a report or a certification intended to be used abroad.

- **Legal person established in the public interest of another State – RDR 1(7)**

The Town may use another language in addition to French when it communicates in writing with a legal person in the public interest of another State that does not have French as an official language.

- **Communication with another government – CFL 16 RLCA 1**

The Town may attach a version written in another language to the French version of a communication when it communicates in writing with another government that does not have French as an official language.

- **Relations with persons outside Quebec – documents – CFL 22.5**

The Town has the option to use a language other than French in documents used in relations with persons outside Quebec, excluding the documents referred to in the CFL in sections 16 and 16.1, the agreements referred to in sections 21.1 and 21.2 and the written documents relating to them referred to in section 21.3.

- **International action – communication – CFL 22.5**

The Town has the option to use a language other than French in oral communications with legal or natural persons from outside Quebec when these communications are necessary for the deployment of Quebec's international action.

- **Laws and practices of another State – CFL 22.5**

The Town has the option to use a language other than French when it must use this other language to comply with the law or practices of another State than Quebec.

- **Cooperation with competent authorities – CFL 22.5**

The Town has the option to use a language other than French when the use of that other language is necessary for implementing measures for cooperation between the competent authorities in Quebec and those of another State, including documents necessary for the application, in Quebec, of standards to be harmonized with those of such other State. This exception does not apply to the documents referred to in sections 16 and 16.1 and sections 21 to 21.3 of the CFL.

1. **In which cases, circumstances and situations and for which purposes does the Town intend to use another language than French?**

The Town may use another language in addition to French in its relations outside Quebec.

2. **Which of the Town's established measures or instructions must be observed before another language than French may be used?**

The Town encourages the personnel of the departments concerned to verify whether French can be used. Otherwise, the Town uses English in an effort to communicate effectively in its relations outside Quebec.