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# Standing Committee on Government Operations and Estimates

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Chair: Kelly McCauley





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• (1105)

[English]

**The Chair (Kelly McCauley (Edmonton West, CPC)):** Good morning, everyone. We are in session.

Welcome to meeting number 17 of the House of Commons Standing Committee on Government Operations and Estimates.

Pursuant to Standing Order 108(3)(c), the committee is undertaking its study of the response from the government to the motion for the production of papers adopted on Monday, October 20, 2025, about contracts with Stellantis.

We are having some technical difficulties getting our Stellantis witness online, but as we try to work out the IT, we'll start with the opening statement.

Everyone has received the electronic copy and the paper copies, which are numbered and have to be returned to the clerk at the end of the meeting. Thank you very much.

We'll turn the floor over to Mr. Jennings for five minutes for an opening statement. Hopefully, we'll have Stellantis on by the time his statement is finished.

The floor is yours, Mr. Jennings. Please go ahead.

**Philip Jennings (Deputy Minister, Department of Industry):** Thank you, Chair.

Chair, I do appreciate the opportunity to appear before you today to discuss matters related to the agreements between the Government of Canada and Stellantis pertaining to the Brampton assembly plant.

The committee's main point of interest appears to be how we have proposed to address your request for copies of the agreements, so I will focus my remarks on that issue specifically.

[Translation]

Let me begin by acknowledging the vital role the committee has played in informing, shaping, and advancing the effective functioning of government operations.

The committee's oversight is essential to maintaining public confidence and ensuring accountability within our institutions. We're grateful for these efforts and respect the need to maintain transparency when providing information to the committee.

[English]

When addressing matters of transparency and the disclosure of information related to agreements between the government and third parties, it is also important to recognize the commercially confidential nature of some of the information contained in these agreements. The public release of commercially confidential information can cause significant damage.

The automotive industry is highly competitive, and the information provided to governments when participating in government programming is shared with the understanding that it will be protected. This is equally the case in the aerospace sector, the artificial intelligence sector and other knowledge-based sectors in the economy.

This trust is critical to facilitating the sharing of information for us to be able to do due diligence on the information, and a breakdown in that trust undermines the government's ability to position itself as a partner in future agreements. Ultimately, trust between parties is key to ensuring that government funding drives innovation and competitiveness and is effective in growing the Canadian economy.

[Translation]

With this in mind, we are proposing to provide the committee with the contribution agreement for review, while keeping to a minimum the redactions meant to protect confidential business information. The redacting is less extensive than what the Access to Information Act allows. We are also proposing that the committee meet in camera to review the document.

[English]

I will note that this proposed approach mirrors how we have addressed similar requests by parliamentary committees in the past and facilitated the timely sharing of information with those committees. This approach also respects the agreements between Canada and Stellantis, one where we equally expect Stellantis to respect all of its terms.

Given the sensitive nature of the documents and my desire to be as transparent as possible while also being compliant with the department's contractual obligations, I would respectfully ask that the committee move in camera to ask any detailed, specific questions regarding the document provided.

[Translation]

I am confident that Parliament will appreciate the confidential nature of certain commercial information and will consider a solution that provides relevant information to support discussion and informed decision-making while protecting elements that could harm the Canadian economy.

[English]

Doing otherwise could undermine investment attraction and, in turn, jeopardize job creation and economic growth in Canada.

Thank you, Chair. I look forward to the questions.

**The Chair:** Thank you, Mr. Jennings.

Colleagues, I apologize. I forgot that, of course, Mr. Bédard and Ms. Gauthier are with us from the parliamentary law clerk's office. They're here to provide advice, but if you have any specific questions for them, please feel free to address them directly. It can come out of your usual five- or six-minute time.

We'll start with Mr. Seeback for six minutes, please.

**Kyle Seeback (Dufferin—Caledon, CPC):** In your statement, you just said that you're trying to redact commercially sensitive information, which I understand. What I do find—

**Iqra Khalid (Mississauga—Erin Mills, Lib.):** I have a point of order, Chair.

**The Chair:** I'm sorry, but there's a point order. I'll stop the clock.

**Iqra Khalid:** Were there any other opening remarks?

**The Chair:** They haven't signed on yet. We're waiting for them to sign on. There are IT issues.

**Iqra Khalid:** Thank you. I appreciate that.

**The Chair:** Go ahead Mr. Seeback.

**Kyle Seeback:** Thank you very much.

I respect that you're trying to make sure that commercially sensitive information isn't available. What I have found when I've reviewed this agreement, and in fact, when I've reviewed other publicly available documents, like SIF agreement 810-819553, which is related to the agreements that we're talking about today, the redactions are not consistent. I want to understand, if you're saying it's commercially sensitive and that's the basis for the redactions, why is there a lack of consistency between the redactions in the documents?

For example, in SIF agreement 810-819553, you redacted the costs of the funding agreement. In the SIF agreement that we're talking about here, 813-816251, the dollar amounts, in fact, aren't redacted. The dollar amounts of the other agreement are in the document. Amendment number two of SIF 813-816251 puts in the full amount of the \$15-billion contribution. It's not redacted in this document, but it's redacted in another.

Can you explain that inconsistency?

• (1110)

**Philip Jennings:** I don't have the other agreement that you're referring to with me. However, what I can say is that when we do get a request for documents, from committees in any case, we always

approach the companies at the end of the day to make sure we actually have a process in terms of understanding what they feel is commercially confidential and could be harmful to their competitive position. We review that with the companies to make sure that, in our assessment, we also feel there is some legitimacy to it being commercially confidential.

In this case, as I've outlined in the letter to the committee, we feel that the information that is redacted is legitimately commercially confidential. It's about IP strategies. It's about investments in R and D, investments in capex, which could actually give some sense to competitors of what they're doing and could harm their competitive position.

It's on a case-by-case basis. A company may feel over time that it no longer needs to be protected. That may change. We do it on a case-by-case basis with each company.

**Kyle Seeback:** Let's say I accept that explanation on capex, R and D and other things. For example, in the document we're talking about today, SIF agreement 813-816251, you've redacted the provincial funding envelopes. How is that commercially sensitive? You have the federal SIF and then contributions from the provinces. On pages 19 and 20, all of the provincial funding envelopes are redacted. How is that commercially sensitive? This is publicly available funding from the province.

**Philip Jennings:** My understanding, in terms of what was redacted and not redacted, is that the amounts for all these funding envelopes were released.

**Kyle Seeback:** The amounts are there, but the actual programs where the monies are coming from are redacted. These are public programs that would be available in the estimates and other things. Why would the programs be redacted? I don't understand. You said it's about being commercially sensitive. It seems to me that it's inconsistent.

**Denis Martel (Director General, Innovation Canada, Department of Industry):** On the redactions for the provincial breakdown of the contributions, it's not about the title of the programs, but more about the locations of where the contributions will be disbursed. It's about the projects and the location where the disbursements will happen.

**Kyle Seeback:** Where the money is going is confidential. You determine it to be commercially sensitive confidential information.

**Denis Martel:** That is what true consultation with the companies—

**Kyle Seeback:** Is that what the company requested? Did they request that it be confidential?

**Denis Martel:** Yes.

**Kyle Seeback:** The process that you go through, if the company says that it wants all of these things redacted, do you say yes or do you say no, that's clearly not commercially sensitive and therefore we're not going to redact it?

I guess what I'm asking is, do you have discretion internally to determine what is redacted for the committee or was this just whatever Stellantis, or whichever company, said that they consider this to be commercially sensitive and therefore it needs to be redacted?

**Philip Jennings:** I guess what I can answer is that it's a back-and-forth discussion we have with companies on a case-by-case basis, and we play a challenge function in terms of what a company requests to be redacted or not. We have always in the past, including in this case, found a reasonable landing ground in terms of what's redacted and what's not redacted.

**Kyle Seeback:** How many people in your department have access to these documents to determine the redactions, and what are their levels in the department?

**Philip Jennings:** In this specific case, the people beside me were involved in those discussions.

**Kyle Seeback:** That's it? There was no one else in the department? There was no one else who had access to these documents other than the four people sitting here today?

• (1115)

**Stephanie Tanton (Assistant Deputy Minister, Innovation Canada, Department of Industry):** Do you mean access to the contribution agreement?

**Kyle Seeback:** Yes, the unredacted contribution agreement to determine the redactions.

**Stephanie Tanton:** There would be officers within the program who were involved in the negotiation and the development of these documents who would see those documents, yes. There is a team within the department that works on all of our contribution agreements, but those are treated as commercially confidential, and we don't share that information outside of the department without the consent of the company.

**The Chair:** That is our time.

We'll go to Ms. Sudds now for six minutes, please.

**Hon. Jenna Sudds (Kanata, Lib.):** Thank you very much, Chair.

Thanks to all of you for being here this morning.

Obviously, it's an important opportunity to better understand the current situation. I was hoping Stellantis would be here, but it seems that's not the case today, so my questions will be directed to you.

Could you please describe the details of the strategic innovation fund, as it's historically been called, and why it was created? What is its intended purpose?

**Philip Jennings:** I may get corrected on this, but I think it was created in 2017. Previous to that, the funding by the Department of Industry was really focused on very specific sectors, the automotive and aerospace sectors, in particular. There was a perspective that we were losing out on some very interesting investments that were

taking place in other sectors of the economy. At the end of the day, there was a decision that was made to have a fund that would be able to capture broader, attractive investments that Canada wants to have, including automotive and aerospace, but actually broadening out in terms of other sectors.

Since that time, I don't have the exact number but I think there have been 152 projects that have been undertaken under the SIF, and now what is called the strategic response fund, just over \$11 billion federally has been invested under that program. That's for what we think is about just over \$75 billion of economic activity in Canada based on those investments.

The investments are pretty broad in terms of the sectors. I mentioned automotive and aerospace, but biomanufacturing and life sciences have also been very important recipients, as have steel and aluminum and heavy industries, which at this time under the tariff threats from the U.S. are all the more important. There's digital and emerging technologies, clean technology, critical minerals and artificial intelligence. You really have an ability to capture the right investments.

The broader context is that other jurisdictions are also trying to create a policy space and a financial attractiveness space. We're trying to attract these same investments. We are, at the end of the day, trying to attract those investments in Canada. It would be a tremendous benefit. By and large, provinces typically also support these investments financially. At the end of the day, there's a recognition by both levels of government of the importance of attracting these.

I would just add a point on redactions of documents. One of the reasons we also feel it's important to have some redactions is that there are sometimes some elements in these agreements that we'd rather not have competing jurisdictions have a full understanding of, so that we're able to leverage those investments as best as possible. Just like other jurisdictions, we think there are moments in time when it's better not to release the full information from those agreements.

**Hon. Jenna Sudds:** [Technical difficulty—Editor] point. Just this morning, I was at Nokia with a SIF-related update on its project. It certainly touches a lot of sectors.

Can you explain for us the context of the Stellantis contract negotiations, if it's not commercially sensitive to ask that?

• (1120)

**Tamara Jansen (Cloverdale—Langley City, CPC):** On a point of order, Mr. Chair, is that what we're discussing right now? The question that Ms. Sudds asked. I'm just double-checking. She is asking about contracts and negotiations. Is that what we're discussing right now?

**The Chair:** [Technical difficulty—Editor] the original motion, but that's fine.

Go ahead.

**Philip Jennings:** I had not joined the department at the time of the negotiations, so I'll turn to the SIF team that was here. I'll turn to Stephanie and Denis to walk through that. Benoit may also have something to add.

**Stephanie Tanton:** For clarity, I wasn't here at the time of the negotiations either. I can talk generally about how we approach entering into a negotiation for a contract through our due diligence and then how that process unfolds, if that is useful.

When we examine a project moving forward under the strategic response fund, we undertake significant due diligence. We look at the technical merits, the market assessment and the financials of the project. From that, we develop a term sheet, which is the basis for our negotiations.

Depending on the nature of the project, we're trying to secure different benefits. Typically, any term sheet or agreement we would enter into is going to have benefits with regard to jobs. They're going to have benefits with regard to capex investment, R and D investment, indigenous jobs—usually co-ops—and those types of investments.

In the case of these, where we're looking to secure mandates, there would also typically be commitments with regard to those mandates. That is in a negotiation process with the company, whereby we come to an agreed-upon term sheet that then leads into the signing of the contribution agreement.

**The Chair:** Madam Gaudreau, go ahead, please.

[*Translation*]

**Marie-Hélène Gaudreau (Laurentides—Labelle, BQ):** Thank you very much, Chair.

I want to return to the principle. Based on past experience and my own experience, protecting private information is entirely legitimate. We have just received the document, which is partially redacted. This leads me to wonder about tax dollars. What we want to know is what is happening in terms of jobs, commitments, and the effects of the economic situation. There is a lot of information in the document. I can see what has been redacted, since I have the document in front of me, in a restricted environment. I experienced this during the whole WE Charity scandal. We were with the clerk, we had no cell phones or assistants, we met behind closed doors and we were not allowed to take notes. People elected us to look after their money.

In my opinion, we must not only respect democracy but also ensure that we don't restrict competition, even though Stellantis is a major player on the global stage.

Explain to me why we can't have the entire contract in a completely restricted environment, in which only elected officials will be present.

**Philip Jennings:** In a way, that's the balance we're trying to strike. When we talk to Stellantis, we want to make sure that they are as open as possible with Parliament, since accountability is important. At the same time, we want to protect what needs to be protected.

We haven't discussed with Stellantis the possibility of the committee having access to the entire contract. We could ask them if a Stellantis representative joins the meeting; we could also do so at another time if it isn't possible today. We are seeking to strike a balance; we are not trying to hide anything, but we understand that ac-

cess to certain elements of the contract is necessary if we are to do our job. We respect that.

We need to ensure accountability for the investments that are made. This information really allows us to exercise due diligence for each contract.

However, I agree that it is sometimes necessary for confidential elements of the contract to be sent to Parliament and its committees so that the documents can be reviewed.

• (1125)

**Marie-Hélène Gaudreau:** That's why it shouldn't be public. I don't know if anyone from Stellantis is listening, but I want to say that they are using taxpayers' money. Who's in charge? Is it democracy, the government, or the company?

As an entrepreneur myself, I've signed contracts. When you sign a contract, it involves public money.

What are they afraid of if they don't want us to sit down and review the contract in camera? We're not asking for the moon; we're only asking for what every member of Parliament should be asking for, namely respect for our democracy and for taxpayers' money.

Personally, I'm really looking forward to Stellantis' response. What I understand, considering that disclosure occurs on a sliding scale, is that there probably won't be any big surprises.

I think we could get this done quickly if Stellantis agreed to our request and we did the review in camera, without access to our electronic tools, much like we do during the pre-budget briefing with the media. I have been through this kind of situation before, as has my predecessor.

Do you think that could happen here?

**Philip Jennings:** The issue wasn't discussed with Stellantis. In the past, other parliamentary committees have requested access to certain documents. These documents were always redacted to some extent, but they were provided to the committee, which met in camera.

As for the document I sent to the committee, the intention was simply to review it in camera and not to forward it. These were the conditions that Stellantis agreed to.

In my opinion, the redactions were minimal and involved what Stellantis considered to be confidential business information.

**Marie-Hélène Gaudreau:** Okay.

I've run out of time, so I'll pick up on this later.

[*English*]

**The Chair:** Thank you very much.

We will start our five-minute rounds with Mr. Patzer, please.

**Jeremy Patzer (Swift Current—Grasslands—Kindersley, CPC):** Thank you very much.

Mr. Jennings, you are the deputy minister. Are you the one responsible for the redactions?

**Philip Jennings:** I'm not responsible for the redactions, sir.

**Jeremy Patzer:** Who was responsible for putting the black ink over all of the parts that were redacted? Who's responsible? Who's the one who crossed each line out?

**Philip Jennings:** My team had direct discussions with Stellantis.

**Jeremy Patzer:** Sure, but who's the one who had the Sharpie marker in hand?

**Philip Jennings:** Stellantis ultimately had to agree to what it was willing to have shared with this committee behind closed doors versus what not to. Regarding the document you have in front of you, the condition of that agreement, which Stellantis had asked for, was that it be shared behind closed doors with this committee. That is why the redactions were as minimal as they were.

**Jeremy Patzer:** Okay.

The motion by this committee asked for all the documents fully unredacted, so why did we receive redacted documents?

**Philip Jennings:** If you wish, I can go through the reasons why we think it's important to protect some commercially confidential—

**Jeremy Patzer:** I'm going to quickly stop you there, because I think you've already done that with previous questions, and in your opening remarks, you already made reference to some of that.

What I am getting at is that there are nine parliamentarians around this table. We agreed to a motion that called for unredacted documents. Ms. Gaudreau did a good job of saying that in previous parliaments, there have been fully unredacted contracts put forward to this committee and possibly other committees, and it was done so in a manner they could be viewed fully unredacted.

How come we did not receive fully unredacted documents much like other committees have before?

**Philip Jennings:** My answer is that, first of all, we have a contractual obligation. The contract clearly assigns what we can release and cannot release, and it has to be agreed to with Stellantis. That was the first reason.

**Jeremy Patzer:** Okay.

Which line in the contract stipulates that you have to have redacted contracts sent to parliamentarians?

• (1130)

**Philip Jennings:** I'll....

**Jeremy Patzer:** There's nowhere in here that says you have the right to overstep Parliament. I didn't see that written in here, so why do you think you have the power to disobey the will of Parliament?

**Philip Jennings:** It's clause 16.1.

Just to be clear, I'm not trying to disobey the will of Parliament. What I'm trying to do is find a balanced way to make sure that you can do the scrutiny you wish to do and protect what is commercially confidential. I proposed what was done in previous Parliaments, at both the INDU committee and the ENVI committee, where we

shared, with closed doors, very slightly redacted documents with those committees.

**Jeremy Patzer:** How many people within your department have seen this? How many people in total have seen this contract fully unredacted?

**Philip Jennings:** I'll turn to my colleagues, who may have a better estimate. It's a handful. I'm not sure if Stephanie or Denis would have a better number than that.

**Stephanie Tanton:** In addition to those of us at the table, we would have a team of probably two or three people, or maybe a couple more, because there is the financial side. It would be a team of maybe—

**Jeremy Patzer:** I'm sorry, how many is that? I didn't quite hear you. You were turned towards him.

**Stephanie Tanton:** I'm guessing on the size here, but I would say that it's a team of probably between four and six people, in addition to those of us at the table.

**Jeremy Patzer:** That's in addition to you. It's about eight to 10 people. Okay.

Mr. Bédard, I have a quick question for you and Ms. Gauthier.

Does clause 16.1 supersede Parliament, or does Parliament supersede clause 16.1?

**Michel Bédard (Interim Law Clerk and Parliamentary Counsel, Office of the Law Clerk and Parliamentary Counsel):** Clause 16 in the contract is a typical confidentiality clause. Those clauses do not override the power of certain bodies, including the courts and Parliament, to compel the production of documents.

**Jeremy Patzer:** Thank you.

Mr. Chair, how much time do I have?

**The Chair:** You have 10 seconds.

**Jeremy Patzer:** Okay. I'm good.

Thanks.

**The Chair:** Welcome back, Mr. Bardeesy. You have five minutes, please.

[Translation]

**Karim Bardeesy (Taiaiaiko'n—Parkdale—High Park, Lib.):** Thank you, Chair.

Good morning everyone.

I'm hoping to better understand the process of negotiating contract terms.

What kind of consultation occurs within the department?

**Philip Jennings:** I will turn this over to the team that handles negotiations.

What I can say is that we exercise due diligence. We seek to understand the markets as well as the technical and financial aspects.

I will let the team members fill you in on the details, but ultimately, we seek to ensure that the money is well invested. We believe that the project will go ahead and that the risks are as minimal as possible, but we recognize that there is a certain level of risk in any investment.

I will let Ms. Tanton or Mr. Martel give you a little more detail.

[English]

**Stephanie Tanton:** I'll start, and then I'll turn to Denis.

In addition to the assessments we spoke about before—Denis can talk more about who's involved in the determination of a term sheet—I think it's also important to indicate that a project of this size would also have required both cabinet and Treasury Board approval before we moved towards execution. The general terms of what we would be negotiating from the benefit agreement as well as from the funding levels would also have been approved at those levels before we moved ahead.

Denis.

[Translation]

**Denis Martel:** The team's work is very focused on understanding the project and, as the deputy minister mentioned, understanding the risks.

When it comes to a contract like this, we also need to understand what kind of machinery or equipment will be needed so that we can make payments for equipment and activities that have taken place. We also need to do a good job of following up. So there are discussions in that regard.

• (1135)

**Karim Bardeesy:** The deputy minister stated that approximately 150 agreements had been negotiated under the strategic innovation fund program. Each project has its own contract, such as the one currently before us, and each contract is different.

Is that correct?

**Philip Jennings:** Yes, that's right. Each project has its own individual contract. Some companies may have several projects, but each project has a different contract.

For each project, we ensure that the benefits will accrue to Canadians, in addition to assessing the risks. There are always provisions to ensure that a certain number of jobs are created and that certain investments are made in Canada.

[English]

**Karim Bardeesy:** I have a few more detailed questions.

Would each SIF agreement or special contribution agreement have a confidentiality clause like clause 16?

**Philip Jennings:** Yes. That is typical for any.... There are no sectors we've negotiated with that have not insisted on having some protection, and that's really because they understand the need for us to have that information to do the due diligence, but they also worry that this would reveal commercially sensitive information if it were to be public.

**Karim Bardeesy:** Are these clauses pretty much standard between SIFs and SCAs, or do they sometimes differ, depending on the specific negotiation?

**Philip Jennings:** We always start from a standard contribution agreement. They sometimes have very specific negotiations across sectors. For instance, the AI sector will have a lot more atypical clauses on IP, as an example. However, by and large, they're typical, and this one in particular would be typical across almost all agreements.

**Karim Bardeesy:** Prior to the provision of such a document to parliamentarians, what kinds of consultations would happen internally? You mentioned Stellantis. Are there any other consultations? Would provinces be consulted since there is, in this case, a provincial contribution?

**Philip Jennings:** In this case, Ontario was also a contributor to this project. Therefore, we do share information that's relevant as we proceed with the investment decision. It is of interest to understand the issues they're raising and the risks they're seeing, as we think we can actually optimize how we finalize the agreements.

However, our agreements that are signed are not shared with Ontario, nor are Ontario's shared with Canada. We have a general discussion to make sure we understand each other's positions and perspectives, but we don't share the actual agreements.

**Karim Bardeesy:** Maybe at a certain level—

**The Chair:** I'm sorry, Mr. Bardeesy. That is our time.

I'll go to Madam Gaudreau for two and a half minutes, please.

[Translation]

**Marie-Hélène Gaudreau:** Thank you very much, Chair.

First, do we have Stellantis on the line?

This is where we're at. If a deputy minister—

[English]

**The Chair:** I'll pause your time just to give an update.

We are still having IT issues with them. I'm not going to judge, but I'm not sensing a lot of desire for them to address the IT issues. However, we've contacted them. We're waiting to hear back from them, and we'll keep at it.

[Translation]

**Marie-Hélène Gaudreau:** I don't see why they can't hop on speakerphone and join us.

This leaves us with just one question: Why do we need to get third-party consent to access a contract involving public money?

We understand the marketing issue; we won't give out all the numbers, and we'll respect confidentiality. Basically, all we need is the green light from Stellantis, and then we could end the meeting. When we get the unredacted documents, we can get down to business.

We are meeting for two hours, but ultimately we all agree: Seeing the contracts in their entirety is part of our parliamentary privilege. In the negotiations, some provisions may not need to be there, because we want to honour them. That said, at the end of the day, since this is taxpayers' money, we have no choice.

Honestly, I cannot accept that private companies have the upper hand when it comes to money, employment obligations and agreements. Right now, we're faced with the fact that the documents are redacted, but we're prepared to ask them questions for our own peace of mind.

I have 30 seconds left, but I'm waiting for the Stellantis representatives.

• (1140)

[English]

**The Chair:** I agree. It's stupefying that they would not participate.

We'll now go to Mrs. Jansen, please, for five minutes.

**Tamara Jansen:** I have to say that I am honestly shocked to hear that the department put Stellantis ahead of an order of Parliament. The idea that no one even raised the possibility of giving us the full contract is just, to me, unbelievable. Also, it looks like Stellantis walked over our request. It's an outrage, actually. Now we see that Stellantis can't even manage to fix an IT problem and to appear here at committee to answer for the redactions that they obviously told the department to make.

I have to ask why the department would allow these redactions against an order from this committee to allow us access to these unredacted documents.

**Philip Jennings:** I will try to be brief and not repetitive but will just go through a few things from before.

I guess the first point, which I made in my opening remarks, is that we have a contractual obligation that we signed between Canada and Stellantis. As much as we want Stellantis to respect all those terms, we stand on more solid ground if Canada also respects all those terms. There are terms within that contract that we think are very important and in play at the moment and that we want to make sure Stellantis fully meets.

Second, if you'll give me just one minute, we also understand, as we work with all these agreements and these companies, that there is some commercial confidential information that we need to be able to do due diligence on to go ahead and provide some investments. We don't want to break that trust, where essentially, in future, companies would be less likely and perhaps very constrained in terms of either sharing information that we need for due diligence or to not even approach this at all.

**Tamara Jansen:** I'm sorry. My time is very limited.

What would be the justification for redacting the bottom-of-page notations in the amendment on agreement one? How is that?

**Philip Jennings:** I'm not sure which page you're—

**Tamara Jansen:** The bottom-of-page notations in the amendment on agreement one.

Can we hold my time while they look for that?

**Philip Jennings:** All right. I actually do have an answer to that, which—sorry—I did not know before.

It's a privacy exemption, what's noted at the bottom of those pages.

**Tamara Jansen:** There were other places where you've actually left in private emails. How is this suddenly now a privacy issue?

**Philip Jennings:** Emails of people who work at Stellantis—

**Tamara Jansen:** Correct, yes.

**Philip Jennings:** —which, through due diligence with Stellantis and back and forth, they feel comfortable having it out there.

**Tamara Jansen:** However, you're saying that this is a privacy issue. Then, for this tiny little thing at the bottom of the corner, which looks like it may be someone's initials, how can that be personal information when elsewhere it has not been redacted? How was this suddenly a necessary redaction?

Honestly, that Stellantis is not here, and you're suggesting that this is all above board personal privacy and who knows what, is really quite shocking to me. This is an order that we made as a committee. All of us here said we needed these documents. You're basically supporting Stellantis in redactions that look completely unnecessary.

**Philip Jennings:** Just to clarify on that point, under the agreement that we did sign with Stellantis, we had to consult with Stellantis, as we would with any other company we have an agreement with, to make sure we agree on what we think is commercially confidential—

**Tamara Jansen:** You did admit that you didn't even ask them if they would allow the whole contract to be considered.

**Philip Jennings:** What we discussed, which we have done successfully in past parliamentary committees, is finding a compromise in terms of being able to make sure the committee can review what it needs to, to do its due diligence—

**Tamara Jansen:** Yet you took the entire schedule of work fully out.

• (1145)

**Philip Jennings:** —while also protecting what is purely confidential.

**Tamara Jansen:** You took the entire schedule of work fully out. It's a core accountability mechanism. If you want to be transparent, why wouldn't you have asked them to include that?

**Philip Jennings:** There is information in programs of work that actually can tip the hand to competitors in terms of what they're—

**Tamara Jansen:** Every word in that part, every word in that section is completely private?

That's how you've blacked it out. There's nothing left.

**Philip Jennings:** As I said, in our discussions with Stellantis, that is what, in their assessment, needs to be protected—

**Tamara Jansen:** You do understand that redacting that schedule creates an appearance of a deliberate cover-up.

**Philip Jennings:** In our discussions with Stellantis, we're comfortable with the redactions that they brought to this document. In our assessment, what's being released to this committee, which is supposed to be in camera, is more than would normally be released and certainly well above what an ATIP request would release.

**Tamara Jansen:** How much time do I have?

**The Chair:** That is your time.

We're going to Mr. Gasparro.

I'm receiving somewhat positive news on the IT front, so I'll let you chat with Mr. Gasparro.

The floor is yours, sir.

**Vince Gasparro (Eglinton—Lawrence, Lib.):** Thank you, Mr. Chair.

Thank you to the members who are there in person.

I am incredibly annoyed that Stellantis has not been able to join us. I understand that they're working through the IT issues, but this is incredibly frustrating. I just want to reiterate for the record that, at this point, it's unacceptable.

I want to drill down just a little bit on—and I've spoken about this at committee before—the release of commercially sensitive information and the strategic value of our being able to honour our commitments as a government, not only this current government but also future governments.

Maybe we can just jump into it.

How does our approach to the protection of proprietary and commercially sensitive information compare to that of other countries within the G7 more broadly? Do we have a line of sight there?

**Philip Jennings:** I'll pass it to Benoit, who would have a better, more comprehensive answer than I would on this.

**Benoit Tessier (Director General, Industry Sector, Department of Industry):** I think the deputy minister mentioned at the beginning, as well, that there's not only sectoral commercially sensitive information in terms of sectoral competition that is at play here, but there are also foreign direct investments and other countries that are also trying to attract the same kinds of investments we are trying to attract in Canada and that are trying to sign contracts with those companies.

Quite frankly, they would have a very similar approach to Canada in terms of protecting the commercially sensitive information in those contracts.

**Vince Gasparro:** Okay.

This is a competitive advantage in terms of large—for lack of a better term—foreign direct investors into our country in terms of investing capital in our country versus other jurisdictions around the world. Is that correct?

**Philip Jennings:** I think the way to answer that is by saying this. You are correct that there are certainly many countries.... It depends on the sector, but let's say for the automotive sector, the U.S. and Canada would generally be competing in terms of trying to attract those investments. There is an advantage, ultimately, to making sure that some terms of those contracts are not in the public domain, to not actually tip our hand in terms of the approaches we take. Also, from a commercially confidential perspective, in different instances there are some commitments that companies are making which they feel it would be a disadvantage to them in terms of being in the public domain, either for investment discussions they're having in the U.S. or for a competitive advantage with other automotive companies that they're competing against.

**Vince Gasparro:** Basically, what you're saying is that the public release of these contracts would create an uneven playing field between us and some of our friends who are also competitors.

• (1150)

**Philip Jennings:** It certainly would be a risk that, at the end of the day, the tools we have would be less effective in terms of attracting investments if all of ours were public and that were not the case with our competitors.

**Vince Gasparro:** Can you name a single advanced economy where releasing confidential commercial contracts has led to more jobs or foreign direct investment or both?

**Philip Jennings:** I wouldn't be able to come up with an example of a country.

**Vince Gasparro:** That's correct. I did the math on that one.

Is it safe to assume that disclosing commercially sensitive information would weaken Canada's ability to attract further large-scale investments from—to use your term—knowledge-based industries?

**Philip Jennings:** It's fair to say that the element of protecting commercial information always comes up in all our contract discussions with all of these companies. At the end of the day, they recognize that we need that information to be able to do proper due diligence if we're able to make positive decisions in terms of supporting important investments that we want to attract to Canada. They share it under the understanding that we protect that information and seek their guidance when there is a request for information, such as this committee wants in terms of what we can actually redact or not redact in terms of being able to share that information for Parliament's review.

**The Chair:** That is our time.

We'll now go to Mr. Seeback for five minutes.

**Kyle Seeback:** SIF agreement 810-819553, which is not the one we're talking about today, was produced through an access to information request and it's now in the public domain. It's on the CBC website in a PDF with limited redactions. I was able to print it.

You're suggesting that this SIF agreement 813-816251 can only be reviewed by parliamentarians in camera. We have to wait until someone makes an access to information request to see it. Is that your argument? Does an access to information request trump Parliament's right to review the documents?

**Philip Jennings:** Just to be clear, I never suggested that.

**Kyle Seeback:** That's what you are suggesting. You're saying we can only review this document in camera with your redactions. However, the CBC obtained a copy of another SIF agreement in the same format. I'm looking at it. It's almost identical clause for clause, and it's now publicly available. Anyone in the entire world can review it.

You're saying this one is so special that we can't review it, except in camera with your redactions. That's basically the argument you're making to Parliament right now. I'm sorry but it's not making a lot of sense to me.

Do we have to wait for an access to information request or is Parliament supreme?

**Philip Jennings:** Maybe to answer the question, as best I can... I'm here today to talk about this contract we have with Stellantis on the Brampton plant. Under the conditions of that contract that we signed, at the end of the day we recognize there are elements that are commercially confidential that we have to do the best we can to protect.

We've recommended to this committee an approach that we've done in past parliaments, where at the end of the day, we found a compromise, in essence, to protect this information that the company feels is important to protect for their competitive position, while at the same time allowing the scrutiny this committee wants.

**Kyle Seeback:** If it's subject to the Access to Information Act, which it is, as you pointed out—you pointed us to clause 16.1—and a news organization was able to get the entire document through an access to information request and publish it online, you're not protecting anything commercially sensitive. You're just delaying parliamentarians being able to review it. We just have to wait until someone does an access to information request, then we can review it publicly and discuss it.

How does that make any sense?

**Philip Jennings:** I can't speak to the other contract. What I can speak to is this contract and for this—

**Kyle Seeback:** Do you know nothing about the other SIF agreement that was signed at about the same time?

**Philip Jennings:** I can't speak to when and how what's in the public domain got into the public domain. What I can say is the information that's redacted in this document is something that—

• (1155)

**Kyle Seeback:** You're saying we can't even publicly discuss it. You're saying this document has to be discussed in camera, or I guess we can file an access to information request and then we can have it in the public domain like the other one. It seems to me like you're saying someone who makes an access to information request has more authority to review a document than the Parliament of Canada has. I find that deeply troubling.

**Philip Jennings:** I'm not suggesting that in any way. If there was an access to information request on this contract, it would be subject to the act and the exemptions and redactions that would take place related to it.

My interpretation of the Access to Information Act is that what is commercially confidential would remain commercially confidential through that process.

**Kyle Seeback:** The entire document is not commercially confidential because in even this document, you've given us limited access. You've only redacted certain things you claim are commercially confidential; therefore, the entire document isn't commercially confidential by your own analysis.

**Philip Jennings:** Just to be clear, when I shared this document with this committee, it was under the understanding—which at the end of the day is not ultimately what happened—that we would have a discussion and that the document would only be shared behind closed doors.

**Kyle Seeback:** Well, the document has been shared—

**Philip Jennings:** The reason we did that—

**Kyle Seeback:** The document has been shared outside of this room. No one is referencing specific sections of the contract except you. You mentioned clause 16.1 about confidentiality.

You seem to be dancing around this. If an access to information request can produce the entire document with redactions of things that are commercially confidential, but you're saying this contract cannot be reviewed by Parliament except in camera, meaning no one gets to see it, then you're saying that access to information has more authority than Parliament to review documents.

**Philip Jennings:** I'm actually trying to say—

**The Chair:** I'm sorry. Give a very brief answer, Mr. Jennings.

**Philip Jennings:** I'm not suggesting that. We're actually trying to find and propose a way for this committee to be able to review and have a discussion of the document so that it can do its due diligence related to it.

**The Chair:** Thanks.

We'll go to Ms. Khalid, please.

**Iqra Khalid:** I believe it's Tim Watchorn.

**The Chair:** Oh. [*Technical difficulty—Editor*]

[*Translation*]

**Tim Watchorn (Les Pays-d'en-Haut, Lib.):** Thank you for allowing me to ask questions, Chair.

My first question is for Mr. Jennings.

Our colleague spoke about access to information and the document we're reviewing today. I'd like to know whether the document that would have been provided under the Access to Information Act would have been as heavily redacted as the version we're reviewing today, or even more so.

**Philip Jennings:** My team and I believe that if there were an access to information request, there would be even more redactions.

That's why we're requesting that the discussion be held in camera. That's how we presented the matter to Stellantis. Our goal was for Stellantis to provide as much information as possible. The only way we were able to convince Stellantis to provide so much information was because we agreed that it would be reviewed in camera.

**Tim Watchorn:** I would also like to express my frustration that no representative from Stellantis appeared before the committee this morning. It's unbelievable. I can't believe Stellantis didn't show up this morning. Technical issues aside, I find Stellantis' absence completely unacceptable.

Mr. Jennings, you and my colleague mentioned the possibility of meeting in camera to review a less redacted version of the document. You said that this had already been done at the Standing Committee on Environment and Sustainable Development and the Standing Committee on Industry and Technology.

Could you explain what the procedure would be for reviewing this document in camera?

**Philip Jennings:** I'll clarify what I said earlier. When those other committees reviewed documents in camera, the documents had undergone some redaction.

**Tim Watchorn:** Okay.

**Philip Jennings:** Redactions were made in all cases, but they were minimal. We wanted to ensure that the committees were able to review the documents.

However, our department did not provide any documents that were completely unredacted.

**Tim Watchorn:** Okay.

We know you haven't had discussions with Stellantis. That said, do you think Stellantis would agree to send a minimally redacted document if we were to consider it in camera?

• (1200)

**Philip Jennings:** In my opinion, Stellantis already thinks that the document is minimally redacted. It's already ready to send it in.

If the committee wanted more information, it would have to discuss that with Stellantis. The Stellantis representatives are not here today, but personally, I don't mind having a discussion following this meeting to see whether Stellantis would agree to send a document without any redactions, as long as it is discussed in camera.

**Tim Watchorn:** I think the committee's objective is to try to get as much information as possible about a contract that involves public money, while balancing the trade secrets that a responsible government should have within the country.

I don't think it's competitively advantageous to disclose those contracts in full.

I think that's a reasonable compromise. I want to reiterate that, as a new member of Parliament, I can't get over the fact that Stellantis isn't here this morning. I also think it is Stellantis' responsibility to provide us with the relevant information in due course. I will not show Stellantis any leniency. I think its representatives should be here with us.

If I understand correctly, you're not sure that Stellantis would agree to provide the committee with an unredacted document, even if we were to meet in camera.

**Philip Jennings:** Neither my team nor I have discussed that possibility with Stellantis.

I want to go back to a very important point. We want Stellantis to abide by all the terms of the agreement. In addition, we expect that position to carry more weight if we do the same thing.

I'm not prepared to cancel the contract easily.

In my opinion, we have to see if we can continue discussing things with Stellantis and if we can learn more about what has been done. We feel that the document was minimally redacted.

**Tim Watchorn:** I think it's important not to terminate contracts with companies, especially when we're talking about billions of dollars. It's important to maintain our competitive advantage over other countries that are in the same situation or that compete with us for these contracts.

[*English*]

**The Chair:** Ask a really quick question.

[*Translation*]

**Tim Watchorn:** Mr. Jennings, can you give us examples of the kind of information in this document that could be considered commercially sensitive?

**Philip Jennings:** Yes, I'll give you an example.

If we invested in creating a new product, we wouldn't want the information to be disclosed before the product was on the market—in other words, accessible to the public. So we would like to protect that information as long as possible. Later on, once the product is on the market, it will no longer be necessary to hide the information or redact it.

Before the product is launched, we would like to make sure that our information is protected.

**Tim Watchorn:** Thank you.

[*English*]

**The Chair:** Thank you.

We have Madam Gaudreau for two and half minutes, please.

[*Translation*]

**Marie-Hélène Gaudreau:** I'm speechless, Mr. Chair. I sense a great deal of contempt.

I know that the people from Stellantis are listening to us. We will look at the obligations in the contract. However, between you and me, a company of this size knows very well that it has an obligation to disclose, especially when parliamentarians make a request and propose to look at the documents confidentially.

I'd like to ask the law clerk a question, but then I'll have to say how speechless I am.

Mr. Bédard, what needs to be done to ensure that the committee officially hears from representatives of this company in an environment conducive to the study of protected information? When you're an electric vehicle manufacturer and you're on the cutting edge of technology, you clearly don't have a problem with the Internet. We've been waiting for Stellantis representatives for an hour, and they're still not here.

What should be done?

• (1205)

**Michel Bédard:** I believe the technical issue is being resolved.

If a witness refuses to appear before the committee after being invited informally by the clerk, the committee can always send the witness a formal notice to appear.

If that were not respected, the committee could report it to the House, where it could be dealt with as a question of privilege.

**Marie-Hélène Gaudreau:** That's perfect.

In closing, I would like to say that I see this as a balance of power. Unfortunately, it shows me that Stellantis is trying to be above what has enabled it to be what it is today. What matters to me is taxpayers' money. There will be no breach, and we will respect privatization.

I want to tell the people from Stellantis listening to us that we are waiting for them and that, if they do not come forward, we will submit an official request to appear.

[*English*]

**The Chair:** Thank you.

We have Mr. Patzer, please.

**Jeremy Patzer:** Thank you very much, Mr. Chair.

Mr. Jennings, you said that in order to do these redactions you consulted with your department. You consulted with Stellantis.

Did you consult with the minister on these redactions?

**Philip Jennings:** No, we did not interact with the minister or the minister's office related to the redactions.

**Jeremy Patzer:** You're given free rein, and the minister has no oversight on what the department does.

**Philip Jennings:** I'm just stating the process we followed for the redactions for this contract.

We were satisfied that the spirit of what was requested was followed by Stellantis. As had been the case in previous cases where we'd had interactions with companies related to redactions, we felt the company was open to a very small number of redactions and sharing the documents in closed-door meetings.

**Jeremy Patzer:** I hope you leave today with the impression that members of Parliament are not satisfied with the state of the documents as they are. We requested unredacted documents. As has been outlined before, there's a process that has been established previously on how we can do that. This is not being followed.

Has the minister seen the fully unredacted contract?

**Philip Jennings:** Certainly if she has, it wouldn't have been through my office. My sense is no. I have not actually seen the fully unredacted version myself.

**Jeremy Patzer:** Really? Okay. As far as departments go, I find it a little bit rich that only maybe four or six other people.... You said earlier that everybody at the table had seen it. Now you're saying that you haven't. You said that there have only been four, maybe six other people who have seen this contract.

Has Privy Council, PCO, seen this contract unredacted?

**Philip Jennings:** My sense is no, they would not have seen it.

We really treat these documents with a lot of care. At the end of the day, it's on a need-to-know basis to be able to see the full contract. I've not needed to know this contract. It wasn't negotiated while I was deputy, so I've not needed to see the documents. Had it been negotiated when I was deputy, then I would have seen the document.

**Jeremy Patzer:** Okay. Did the previous deputy minister see the contract?

**Philip Jennings:** Well, I'm assuming that. I don't know that for a fact.

**Jeremy Patzer:** What about legal? Obviously, there are some legal folks who would have to see it. Is there a legal department that would have seen this?

**Philip Jennings:** That is a good question. I'll turn it over to my team to say how legal is typically involved with looking at contracts, if that's okay with you.

**Jeremy Patzer:** Be brief, please.

**Stephanie Tanton:** As was said earlier, we have a standard contract that is developed with legal. Legal gets involved in discussions around specific clauses if there is debate and negotiation and we're trying to land in a position and there's legal risk. Typically, would they review the full thing? I don't think they do. They would see clauses if they were outside the standard.

We have a template agreement where our clauses are the same. What we typically negotiate with the company are the specifics with regard to their statement of work, their benefit commitments and the like. Those are more about the project and less about the legal commitments.

**Jeremy Patzer:** Are you telling me that the legal team for a \$15-billion contract doesn't see the entire contract?

**Stephanie Tanton:** They would be pulled in where clauses deviate from what we would typically negotiate. That would be my understanding.

Denis, is there anything you'd add to that?

**Denis Martel:** Yes. I think there are, obviously, lots of clauses on those that they have seen, so they would have a real sense of the whole contract.

**Jeremy Patzer:** I would assume there's somebody who oversees the entirety of this contract. Are you telling me that it's a piecemeal approach to how we're dealing with these contracts? How come legal hasn't seen the entire contract?

**Stephanie Tanton:** We enter into a negotiation. We have a term sheet that outlines the terms for how we're going to approach a negotiation, and we have a standard template for our contribution agreements that has been vetted by legal.

We then enter into negotiations. That negotiation is led under my team. Under my team, I have an operation group that is led by Denis. I have a financial group that is led by another DG. Also, concerning our industry sector, Benoit here today is involved from a market perspective. As well, legal will be pulled in if there are disputes with regard to specific clauses that deviate from our template.

The team is small when it comes to the negotiation of these, and when we go forward for approvals, whether that is to cabinet, to Treasury Board or by going up for ministerial approval to execute for a project summary form, we summarize the key points of that agreement, what is being achieved, the financial aspects of that and the benefit commitments so that everyone has a clear view of what is being agreed to.

**Jeremy Patzer:** That's more than four people.

• (1210)

**The Chair:** Thanks.

We'll now go to Ms. Khalid for five minutes, please.

Just as an update, we are still trying with Stellantis.

**Iqra Khalid:** Thank you very much, Mr. Chair.

Thank you to our officials for being here today.

What's the relationship between the minister, the minister's office and the department in terms of negotiating contracts and then redacting them when there are requests for them to be made public?

**Philip Jennings:** The answer depends on what point in time we're at. Obviously, if we're negotiating a contract and ultimately we do need approval from the minister to proceed, in those cases, a minister will have seen the terms of the contract that has been negotiated to be able to sign off. If the contracts are over a certain amount, we have to go through cabinet and Treasury Board to be able to get those approvals.

In this case, we're talking about it post-fact. We have a new minister who was not involved in the negotiations. There's no need for her to see the entire contract, so we brief her as needed on some elements of the contract to be able to satisfy the questions she has related to it. She's asked many questions recently about Stellantis, given their decision to move the Jeep Compass production from what was planned for Brampton to a facility in the U.S.

We don't interact with her or her office in terms of what redactions take place. It is a contract between ISED and the company.

At the end of the day, the contractual obligation is to the department. We make sure we respect that by asking the company what other redactions they would be willing to live with that are commercially confidential to be able to share with the committee.

We did, in those discussions, encourage the company to be as open as possible, given the requests to make sure this committee had as much as possible. They've agreed to do that under the condition that the discussions would take place behind closed doors in terms of the content of what was shared with this committee.

**Iqra Khalid:** I appreciate that.

I am actually really devastated that Stellantis has made this move, because these are my constituents in my city and region whose jobs are directly impacted, and Stellantis's failure to appear today adds fuel to my fire to stand up for my constituents.

As a department, can you explain the difficult situation you're in when you're trying to protect Canada's ability to negotiate contracts and bring in investments while also making sure our taxpayer dollars are spent effectively and are actually used for what we need them to be used for?

**Philip Jennings:** In some ways, that's the crux of the issue. We need to have full information, including what's commercially confidential, to be able to come to an agreement. Otherwise, we're not effectively deploying the money as we have been asked to do.

That's why we take the approach of making sure that, for the due diligence phase and in terms of some of the commitments that are in the actual contract, we need to have commercially confidential elements of it to make the contracts we have with those companies as effective as possible. Just to be clear, it's Stellantis and all of the 152-plus companies we have agreements with that essentially agree to share commercially confidential information with us so we can do our work.

What they also insist on are clauses that are standard in these agreements for us to protect what is commercially confidential so that their competitive position is not ultimately broken and compromised by participating in a program that is supporting innovation and risk-taking by the private sector.

• (1215)

**Iqra Khalid:** Thank you. I appreciate that.

Have there been any freedom of information requests put in for any of the documents that we're discussing today?

**Philip Jennings:** I'm sorry; I missed the beginning of that sentence.

**Iqra Khalid:** Have there been any FOI requests put in for the documents we're discussing today?

**Philip Jennings:** I'm sorry; I'm not familiar with that term.

**Iqra Khalid:** It means freedom of information or access to information.

**Philip Jennings:** I was not aware of any, and my team is telling me there's not been an access to information request related to this document.

**Iqra Khalid:** Okay, thank you.

I will ask you this, then. How can companies trust government? How can workers trust government? How can taxpayers trust government? You're on the front lines of bringing all of these three stakeholders together. What do you think are the next steps to take when we're dealing with negotiations like this, when we're trying to make sure we're attracting good investment into Canada and we're trying to make sure people aren't taking our hard-earned taxpayer dollars and then moving off to other parts of the world?

**The Chair:** I'm afraid we're well past our time. Could you offer a short response, if possible?

**Philip Jennings:** Sure.

The shortest response possible would be that trust is at the core of these agreements. At the end of the day, the only way we can actually come to an agreement is if we trust that both parties—the government and, in this case, Stellantis—trust each other to respect all of the terms of the agreement.

It's fundamental for us. We're at a point in time where we're expecting Stellantis to respect all of the terms in those agreements, and they're expecting us to also respect those terms, which include not divulging information that's commercially confidential.

**The Chair:** Thanks.

We'll now go to Mr. Ho.

Welcome to OGGO, Mr. Ho. The floor is yours for five minutes.

**Vincent Ho (Richmond Hill South, CPC):** Thank you, Mr. Chair.

I have trouble understanding why there are so many redactions in this agreement that Canadian taxpayers and the Canadian public are interested in. I'm just going to pick out a few that stand out to me.

Section 6.35 mentions Stellantis's commitments, which are legally binding obligations, to make research and development investments into facilities in Canada, but the dollar amounts of these R and D commitments are redacted. Why is that? I mean, Canadian taxpayers are expecting value for their investment, that if taxpayer funds are being used to fund this multi-billion dollar so-called investment—the Liberals would call it investment—there would be some return on that investment. Why would such an important figure be redacted?

**Philip Jennings:** I'm going to answer with a broad statement related to what I asked in my opening statement, which I'm happy to discuss, that we do not discuss the actual terms of the contract in a public setting. The agreement we had with Stellantis was that we would share the redacted version and have discussions of it in a closed-door session.

**Vincent Ho:** I'm asking why these specific terms are redacted. I'm not talking about the terms themselves. Why are these dollar amounts redacted when some other dollar amounts aren't? The crux of this is that Canadian taxpayers are trying to figure out whether Stellantis is going to create those jobs, whether they're going to make those capital expenditure investments and whether they're going to do the R and D here in Canada. You redacted some of the most important information. You left in all the boilerplate legal clauses, such as the confidentiality and governing law, but the most

important information was redacted. Who are we trying to protect here?

• (1220)

**Philip Jennings:** I'm not going to comment specifically on anything within the contract that was shared under the condition that we talk about it in closed doors. However, I can say that in our discussions with Stellantis, they outlined to us, for every redaction, why they felt it necessary for it to be protected commercially. We were comfortable with the redactions they proposed.

**Vincent Ho:** The interests of Stellantis come first, before the Canadian public. Is that what you're saying?

**Philip Jennings:** No. I'm not saying that at all, actually. I'm actually saying that Stellantis has shown an openness to sharing more information with this committee than what would be publicly available to make sure there is full discussion and scrutiny on the contract.

**Vincent Ho:** We talked about parliamentary privilege earlier at this meeting. We know that compelling the disclosure of this document in an unredacted state is exempt from the confidentiality provision in the agreement. Clearly, these redactions are done voluntarily between department officials. Is that right?

**Philip Jennings:** Under the terms of the agreement, Canada had to discuss, and in this case it's our department, ISED, that had to discuss, with Stellantis any disclosure of documents and whatever redactions they feel they have. Otherwise, we're breaking the contract, which requires us to treat information confidentially unless the company is willing to share it.

**Vincent Ho:** What is so commercially sensitive about these documents? I mean, they're clauses. We're not talking about spreadsheets with names of employees and all that. We're just talking about clauses in the overarching agreement. I fail to see what's so commercially sensitive about this. It's not industrial designs or schematics or trade secrets we're disclosing. It's just the text of an agreement. It's just the most basic outline of the relationship between the government and this multi-billion dollar company. Don't you think taxpayers should have some closure in seeing what's in this document?

**Philip Jennings:** I could answer that question, but I'd say that the best authority to talk about the justification of what is commercially confidential proposed, and the redactions proposed, would actually be Stellantis. That's who we consulted. Under the terms of the agreement we signed, it was for them to identify for us what they felt was commercially confidential. I think it would be best to ask Stellantis that question.

**Vincent Ho:** You said that you discussed with Stellantis, or your department discussed with Stellantis, previously to determine which issues were considered commercially sensitive, too sensitive for Canadians to understand and to be made aware of.

How do you reconcile that?

**The Chair:** I'm sorry. I have to interrupt. That is our time. I think there is time for a couple more interventions after.

We're going to Mr. Gasparro now.

**Vince Gasparro:** Thank you, Chair.

Mr. Jennings, can we go back to your letter to the committee? In your letter to the committee, you talked about the protocols of having in camera sessions. You said that to review the documents there are three provisions: supervision of the committee clerk, no personal electronic or recording devices, no notes to be taken out of the room.

Is there a precedent for this?

**Philip Jennings:** That is what I think I've answered before, but let me just go through it in a bit more detail.

There is a precedent for it, which is actually why I proposed it. I felt it was a nice balance between the need for parliamentary committees to actually do the scrutiny and the work they need to do while balancing the commercial interests of the companies that sign agreements with Canada and respect the contractual obligations.

To give you three examples—and I'll be quick enough on this—the Standing Committee on Industry and Technology, in 2023 and 2024, agreed to such an arrangement. In one case it was with Volkswagen, and the other case was with NextStar, where we had an agreement that the redacted versions would be shared behind closed doors and essentially there would be no recording devices available.

The third case that I'm aware of is the Standing Committee on Environment and Sustainable Development. In that case, it was one stream of programming under the SIF, the NZA one, I believe, where we took the same approach.

What I was recommending to this committee, which is why I wrote it, is that we take that approach. We actually have the documents shared in that fashion and have witnesses, including Stellantis and ourselves and whoever else you feel necessary, to have a discussion in that setting to fully understand the terms of the contract and why things were redacted and not, so that you can actually properly do the scrutiny that you need to do as a parliamentary committee.

• (1225)

**Vince Gasparro:** I'm going to go back to the competitive advantage line of questioning that I had earlier.

Thank you for going into some more detail on your previous question.

Do you think the United States or Mexico, who are aggressively competing for these very same foreign direct investment dollars and for these very same jobs, would ever expose contracts like this publicly? If so, under what circumstances?

**Philip Jennings:** By and large, it would not be practice to share that type of information. I can tell you that in some cases, as a department, we try to understand what other jurisdictions are doing so that we can be more competitive. The more information we can garner of what other jurisdictions are doing, the better position we are in to try to attract those investments. In some ways, it is a comparative advantage to actually have less information in the public

domain than in other jurisdictions to actually properly attract an investment.

It's also important to leverage the most out of each of the investments. If we were public with all of our agreements, we'd have less leverage to negotiate the best deals with companies. At the end of the day, we do think it's important to be in the public domain with what we need to, but keeping the commercially confidential stuff out of the public domain so we can leverage the best return possible in terms of the agreements.

As I mentioned to this committee earlier, we feel relatively good in terms of what we've leveraged from the SIF and now the SRF. Just over \$11 billion has managed to leverage over \$75 billion of investments in Canada across a whole range of sectors and across all regions of the country.

**Vince Gasparro:** How much time do I have, Chair?

**The Chair:** You have 20 seconds.

**Vince Gasparro:** I'll be very quick.

Do you think the contract as is provides enough flexibility for Stellantis and other large investors into our country to find a new model for the Brampton plant? Ultimately, it comes back to the workers.

**The Chair:** Give a yes-or-no answer, please.

**Philip Jennings:** The contract includes clauses to be able to work with Stellantis to ensure they meet all the terms of the agreement, which includes having a production in Brampton.

**The Chair:** We'll go to Madam Gaudreau, please, for two and a half minutes.

[*Translation*]

**Marie-Hélène Gaudreau:** Mr. Chair, what is the status of the connection with Stellantis?

[*English*]

**The Chair:** I'll freeze your time. We are still working on it.

They still do not have access, I'm afraid.

**Iqra Khalid:** I have a point of order, Chair.

Given the late hour, I don't think we should continue trying. I don't think it would be fair to all of us if the company appears at the last minute, and then they've checked off the box. I think members do have questions, so I think we should—

**The Chair:** I respect that. I think we'll keep trying, but I'm getting a sense that we will find another time for them to appear. They could appear in one minute or it could be 25 minutes. I think we'll just play it by ear for the next round.

We'll start fresh for two and a half minutes. Thanks.

• (1230)

[*Translation*]

**Marie-Hélène Gaudreau:** Mr. Chair, I'll give them a bit of a chance. In any case, the answers won't be enough, given the lack of time. Even if things worked out in the next few minutes, I think everyone would agree that a motion will be put forward.

Let's set that aside for a moment.

Since I have a little time left, I'll talk about prevention.

Mr. Jennings, I see that you were not there when the contract was drafted.

Did you discuss the contract with your predecessor?

**Philip Jennings:** I didn't discuss this contract with my predecessor, but certain things were put in place within my department. I'm sure that, when contracts are signed, even if people change jobs or positions, the provisions of the contract remain and the history isn't lost. That enables us to continue to manage the contract properly.

Stéphanie Tanton's team is in place. If the people who negotiated this contract are no longer in office, they will have passed on the necessary information to the people replacing them, so that they are able to properly manage—

**Marie-Hélène Gaudreau:** That's good.

**Philip Jennings:** That's what I expect.

**Marie-Hélène Gaudreau:** In light of the provisions that brought us here today, I imagine you'll make recommendations to ensure that this situation doesn't happen again—that is to say, to ensure that this kind of a player can't have the upper hand. We're being treated with disdain, and I can't believe it.

Unless someone wants to hide something or is in cahoots—I won't go there—it is extremely important for businesses to know that they are not in charge. They're getting millions, if not billions, of dollars.

Mr. Chair, once you have the new wording of the provisions, I'd like to know so that we can avoid wasting time.

Mr. Jennings, it's not that I don't like you appearing before the committee, but everyone's time is precious.

[*English*]

**The Chair:** Thanks for adding that little bit at the end.

We'll go to Mrs. Jansen and then Ms. Khalid.

**Tamara Jansen:** Thank you very much.

I don't know if Mr. Bédard can answer this question.

If it would appear that Stellantis is breaking the agreement by moving to the U.S., do they have any right to continue to demand the commercially confidential part of the agreement, or would it suggest, if they can move, that it's within their rights to leave based on the contract?

**Michel Bédard:** We looked at the contract in terms of potential confidentiality of information in terms of the clauses, so I'm not in a position to answer your question.

**Tamara Jansen:** Okay. I'll ask Stephanie.

It appears that Stellantis is breaking the agreement by moving to the U.S. Would they continue to have the right to demand commercial confidentiality?

**Stephanie Tanton:** In the agreement, there is a resolution process. Currently, and as I think the minister indicated in the INDU committee on November 3, we have entered into the resolution process with the company to determine whether or not there is a breach.

**Tamara Jansen:** Okay. I have another question.

We've admitted that the department is using boilerplate contracts and that they don't bring legal counsel to the table when they're actually in the business of negotiating a contract, a \$15-billion contract, which is something I can't imagine happening in the private sector.

Stellantis is moving their plant to the U.S. It would appear that the boilerplate contract you're using isn't really equipped to ensure things like a jobs guarantee, clawbacks and so forth. Would you agree?

**Stephanie Tanton:** I did not say we use a boilerplate. I said that we have a template—

**Tamara Jansen:** I believe that Mr. Jennings did, perhaps.

**Stephanie Tanton:** We have a template agreement, and then we negotiate very significant portions of these agreements, including the benefit agreements, including the financial provisions, on a case-by-case basis.

**Tamara Jansen:** You do have lawyers in the room, then.

**Stephanie Tanton:** The benefit agreements in this agreement would have been negotiated specifically with Stellantis to reflect the project itself. Those are not boilerplates.

**Tamara Jansen:** You would have a lawyer in the room when you were speaking with Stellantis on this particular thing. You would have a lawyer sitting beside you—which would be normal for any other private company to have lawyers in the room—when you were making these negotiations because they're going to see those details.

• (1235)

**Stephanie Tanton:** We do not have legal sitting with us in every conversation we have with the company during the negotiation and as we work towards a final agreement, no.

**Tamara Jansen:** Okay. We've clearly established from the law clerk—thank you very much—that this is within our parliamentary rights to see these unredacted documents, yet somehow, you believe that nine of us MPs can't see those unredacted documents in a closed-door meeting. We're not asking to put this out into the public.

Are you concerned at all that people watching this may see this as a cover-up by the government?

**Philip Jennings:** Just to be clear, once again, I've suggested a past practice, which I think carefully balances the needs of a parliamentary committee with the commercial confidentiality clauses that we signed with companies. I suggested to this committee that we follow the same process, which is essentially to make sure that we work with the company in terms of understanding what should be redacted, in terms of a document, and that we share that in closed doors.

In past parliamentary committees, they've agreed to that process. This committee may not, but that is the best practice of finding the right balance.

**Tamara Jansen:** However, based on the redactions, I just don't see how we, as parliamentarians, can determine whether or not we have any leverage as government in regard to timelines or job guarantees or anything like that. I don't see how we have that with the way you have done these redactions.

**Philip Jennings:** The work we did with Stellantis was about trying to minimize how many things were redacted. You mentioned jobs just now. That has not been redacted. The covenants related to closures were not redacted. These are elements that you could argue are commercially confidential, but the company is willing to share it with this committee in a spirit of openness on this.

**Tamara Jansen:** However, the wording that's used—and I have no idea what I'm allowed to say—is so airy-fairy out there that it could be decided to Stellantis's good pretty much every time, based on what I've read.

**Philip Jennings:** I'm sorry, but I'm not quite clear as to the question.

**Tamara Jansen:** The wording in this contract that you guys have—and again, I don't know whether I'm allowed to use any of the wording—is so general. It would be just so easy for Stellantis to argue for themselves.

**Philip Jennings:** It certainly respects what we think.... With each company, they're looking to protect what's commercially confidential, for us to be able to do due diligence.

**Tamara Jansen:** I'm not even talking about what's commercially confidential. I'm talking about job guarantees.

**The Chair:** I'm sorry, but I have to interrupt. That is our time.

Next is Ms. Khalid, please, for five minutes.

**Iqra Khalid:** Thank you very much, Mr. Chair.

Thank you to the witnesses, again, for being here today.

I served on the Winnipeg labs committee, where we looked over confidential documents to see whether the redactions were necessary or not. There were a lot of documents, for sure. A lot of that dealt with national security and intelligence issues.

In your instance, can you walk us through what considerations your department would take in the redactions proposed in these documents?

**Philip Jennings:** I'll clarify for this committee that the redactions were following discussions with Stellantis in this case. In past, there were different companies with which we had discussions in terms of redactions, and it's what they feel is commercially confidential, based on the current situation.

I also gave an example earlier. If they're going to launch a new car product, for example, they want to protect that information until that project is launched, so we want to protect that information. The only people who would best understand what should be commercially confidential and until when would be the company, so that's who we interact with to make sure that it is protected as long as we can.

In terms of the suggestion to have an approach that is perhaps similar to what you had but in a different context, a different committee, I think that would be a constructive way to potentially spend time. It's really about having to look at what's redacted in those documents and having Stellantis at the table—which is the one who recommended those redactions—to make sure that there's full accountability at this committee in understanding why the redactions were made and whether, in your judgment as a committee, you feel that those are commercially confidential or not.

We have our own judgment as a department, but you, as a committee, have to make your own judgment as to whether you agree with that or not. We are pretty confident that what is being redacted is commercially confidential, and we feel confident that it has gone beyond what would normally be the case, as an ATIP, for sure, in terms of releasing as much information as it can.

● (1240)

**Iqra Khalid:** Thank you for that.

I know that all members of this committee really want to ask the company in question a lot of these questions as well, so, Mr. Chair, I want to move a motion at this point. I move:

That representatives from Stellantis Inc. appear before the committee for at least one hour to discuss the government response to the motion for the production of papers adopted on Monday, October 20, 2025, about contracts with Stellantis, provided that if they do not appear on or before Thursday, December 4, a summons be issued for them to testify before this committee for at least one hour on Tuesday, December 9, 2025.

**The Chair:** I suspect there are similar motions coming from the other two parties, so I'm glad that you've put it out there.

I was actually going to suggest very similarly that, although we don't have a lot of open time, we could fit one hour in before Tuesday. I don't want to do it on a Thursday evening. I thought that, if we can get committee approval, we can fit in one hour. We'll leave it up to the clerk to deal with that. We can set a time with Stellantis for one hour on a Tuesday, or we can just adopt the motion as such.

I'm sorry. Go ahead.

[*Translation*]

**Marie-Hélène Gaudreau:** Mr. Chair, as you can see, we have consensus to compel Stellantis to appear before the committee.

The question is, are we asking them to be here in person? If they know about it a little ahead of time, they'll be able to travel. I did intend to move such a motion, as did my Conservative colleague, but it is the goal that is important.

Therefore, I am in favour of the motion.

[*English*]

**The Chair:** Would you mind reading the last part? Is it by December 9 or on December 9?

**Iqra Khalid:** It's on December 9.

**The Chair:** Okay.

**Iqra Khalid:** I'll read the motion again for colleagues.

**The Chair:** Yes, if you don't mind, and I'll check our calendar.

**Iqra Khalid:**

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**The Chair:** Thanks.

December 9 is tentatively close to what we have for the PSPC minister for the supplementaries. If we do go ahead, that would make it a bit longer meeting on a Tuesday, so we'll start a bit earlier or else we'll move it a bit later. Hopefully we won't require a summons to have them here by that time. It's just an FYI.

We all seem to be in agreement. I see nods all around that we can accept that.

(Motion agreed to)

**The Chair:** Madam Gaudreau.

[*Translation*]

**Marie-Hélène Gaudreau:** While we're at it, I'd like to know how many meetings we have left.

I'm concerned about the Canada Post study. We know that management and labour reached an agreement on Friday. I expect the CEO to appear as soon as possible, before the Christmas break, to answer our questions.

There's also the Kaplan report. I want to know about our planning, as 40 million Canadians and 17 million addresses are affected across Canada.

[*English*]

**The Chair:** Thanks for bringing that up.

We do have December 4 confirmed for the president of Canada Post. The Kaplan report has not been given to us, but I'm going to suggest we ask for it.

When we went through this previously in 2016, when I was around for the first Canada Post, there was a task force arranged by the minister at the time, Minister Foote. It issued a paper called "Canada Post in the Digital Age". It was shared with the committee as part of our study. Perhaps we can ask to get the Kaplan report released before December 4.

We don't have any other meetings on that. The general agreement is to see what the president has to say now that the strike has been settled. We'll go from there and see what the report says.

Minister Lightbound will be here, hopefully, on the ninth. We can do a quick follow-up. We can decide in the new year if there are any other meetings that need to be followed up on.

Ms. Khalid.

• (1245)

**Iqra Khalid:** I'm sorry, Chair, but I just want to make sure. I know we can't compel witnesses to appear in person. However, it is our role, as we reach out to them, to encourage them to come in person so they don't deal with technical issues at the last minute.

**The Chair:** We'll make a very strong recommendation. I'm sure you're right. They were watching on ParlVU, and they've heard our concerns. We'll make that a very strong recommendation.

We're pretty much done. I just have to do a budget approval quickly.

Before we do so, witnesses, thanks for being with us today. We appreciate your time. We will excuse you.

I will note that we have gone through this procedure with the vaccine contracts. It was very similar. We had Pfizer and other manufacturers come in with PSPC and public accounts. The fully unredacted contracts were given to the committee for review under the rules of no phones and no notes be taken out. There is a precedent for fully unredacted contracts being shared with Parliament.

Very quickly, we have \$1,750 for this study. Can we have quick approval? Again, we won't spend that much.

**Some hon. members:** Agreed.

**The Chair:** Wonderful.

We'll get back to everyone as soon as possible, regarding possible dates for Stellantis. We should probably discuss on Thursday if we will have anyone from the Department of Industry back at that same meeting. Perhaps you can talk amongst yourselves, and we can decide briefly on Thursday.

If there's nothing else, thank you for all those who subbed in today with some great questions. We certainly appreciate it.

We are adjourned.





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