



MY PROTECTION

M A N D A T E

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Since April 15, 1990, the *Civil Code of Québec* has allowed any adult of sound mind to prepare a protection mandate that designates ahead of time the person they want to take care of them and to administer their property if they become unable to do so someday.

If you have not yet drawn up a mandate but are thinking about doing so, this booklet will guide you through the process. It explains the main features of the mandate, and also contains a mandate form designed to meet the needs of a majority of people. You can use it as is or as a basis for preparing your own mandate adapted to your personal situation and needs. First, however, make sure to read the following information.

NOTE

The text of the law always takes precedence over the information in this document.

What is a protection mandate?

A protection mandate is a written document in which a person of sound mind, known as the mandator, designates another person, known as the mandatary, to take care of their person or property, or both, if an illness or accident temporarily or permanently deprives the mandator of their faculties.

Mandators are free to decide on the content of their mandate. In order to protect your person and well-being, your mandate can include notably your wishes concerning care, including living arrangements. You can include very general terms regarding the administration of your property, or stipulate in detail what is to be done and include a list of specific administrative actions, depending on your situation. You can also designate a person to whom your mandatary must give an account and how often they must do so.

A mandator can designate more than one mandatary. For example, you can designate one to protect your person and another to administer your property. You can also designate one or more substitutes in case the initial mandatary refuses or is unable to have the mandate homologated, or is for some reason unable to continue executing the mandate or predeceases you. You can also provide for remuneration of your mandatary.

.....
A protection mandate is a written document in which a person of sound mind, known as the mandator, designates another person, known as the mandatary, to take care of their person or administer their property.
.....

How is a mandate different from a will or a power of attorney?

A will

A will contains your wishes about what is to be done with your property, and it takes effect only after your death. A power of attorney and a mandate can be used only during your lifetime.

A power of attorney

A power of attorney authorizes a person to perform certain ordinary administrative tasks (pay bills, withdraw money from a bank account) or other more serious administrative duties. A power of attorney is used for the administration of property only. It may or may not be notarial. If it is not notarial, it can be terminated at any time without any special procedure. It is also terminated if its author is placed under protective supervision (adviser to a person of full age, tutorship or curatorship) or becomes incapable of supervising the actions of the person to whom power of attorney has been given. The death of the person who has power of attorney also terminates it.

A protection mandate

A protection mandate can cover the administration of property, but it can also contain provisions for the protection of the mandator's person, including care and living arrangements. However, to come into force, a protection mandate must be homologated by the court, which must have evidence that the mandator is incapacitated.

What forms can a mandate take?

The law provides for two forms of protection mandate:

By a notarial act

A notary prepares the document according to the wishes and needs of the mandator. The mandate is registered with the Chambre des notaires, and is easily located if the mandator become incapacitated.

In the presence of witnesses

A mandate given in the presence of witnesses, also known as *sous seing privé* ("under private signature"), is signed by the mandator in the presence of two witnesses who have no interest in the mandate. It can be made with or without the help of a lawyer. As the mandator, if you have already signed the mandate, you must acknowledge your signature in the presence of the witnesses. If you are physically unable to sign the document, the law authorizes you to have it signed by a third party according to your instructions. Of course, this situation has to be declared to the witnesses. The document then has to be countersigned by the two witnesses, who are not the designated mandataries and do not have any interest in the mandate. Their signature certifies that you were of sound mind when you signed the mandate. You do not have to reveal the content of the mandate to the witnesses. The law requires only that the mandator state the nature of the document to be signed (by saying, for example, "this is my protection mandate").

If you have signed your mandate in front of witnesses, you should store the original in a safe place, inform the mandatary and give him a copy. If a lawyer has prepared the mandate, it will be registered with the Barreau du Québec and can be easily located if you become incapacitated.

However, whether your mandate is notarial or given in the presence of witnesses, you should inform close family and friends of the name of your mandatary. This is a wise precaution because it enables them to react swiftly if you become unable to look after yourself as the result of an illness or accident.

Whatever form it takes, the mandate comes into effect only after it has been homologated or approved by the court, in other words, examined by a clerk or judge of the Superior Court in the judicial district where the mandator lives or has legal residence.

A mandate given in the presence of witnesses is also known as *sous seing privé*.

Whatever form it takes, the mandate comes into effect only after it has been homologated or approved by the court, in other words, examined by a clerk or judge of the Superior Court of the judicial district where the mandator lives or has legal residence.

What is homologation?

Homologation is a legal procedure whereby the court establishes the incapacity of the mandator, and verifies the existence of the mandate and its validity, as well as the mandatory's capability to perform his duties. Only the mandatory or, if applicable, the substitute mandatory, can apply to the court in the mandator's judicial district for homologation of this document. The application must be accompanied by a copy of the mandate, along with medical and psychosocial assessments establishing the mandator's incapacity. These assessments are made either by public health and social services professionals (CLSC, hospital, residential and long-term care facility, rehabilitation centre) or working in private practices. As shown in the following table, the final stage of the procedure is the judgment bringing the mandate into effect, in other words, giving the mandatory the right to exercise the powers given to him.

Homologation of a protection mandate is an official procedure that takes time. The mandatory may use the services of legal counsel (notary or lawyer).

Homologation of a protection mandate



* A bailiff delivers, in person, a copy of the application to the person concerned. A copy is also notified to the mandatory or mandataries and the substitute or substitutes, as well as to the person to whom the mandatory will have to render an account of its administration, if applicable. The application is also notified to at least two other people, such as members of the mandator's family, who show special interest in the mandator. The notification can be performed by bailiff, mail, hand delivery of the document or technological means, such as email or fax.

There is also a process in which the notary takes charge of handling the procedure involving a person who needs protection. Notaries must, however, have their minutes and conclusions approved by the office of the court. Only certain notaries certified by the Chambre des notaires du Québec are allowed to proceed that way. Unless the court orders otherwise, the costs incurred to homologate the mandate are the responsibility of the mandator.

What should I consider when choosing a mandatary?

Because of the responsibilities that a mandatary may have to take on, it is a good idea to inform this person of your decision. You can then make sure that they have understood your needs before you officially designate them. You can discuss the powers you wish to give them over your person and property in order to be sure that they will execute the mandate as you wish. Your choice of mandatary and substitute mandatary, if you appoint one, is most important; in either case, it should be a person in whom you have full confidence. The freedom to choose your mandatary is one of the major advantages of the mandate.

You may appoint more than one mandatary. The enclosed form allows you to designate one mandatary to protect your person and another (or several others, depending on the nature of the property to be managed) to administer your property. Note that a legal entity, such as a trust company, can be appointed, but only to administer your property. It is recommended that you also designate one or more substitute mandataries in case the mandatary or mandataries you initially appointed cannot or no longer want to perform these duties.

Lastly, if your personal or financial situation is complicated, we recommend you consult a notary or a lawyer about preparing and drafting your mandate.

What is the Curateur public's role with regard to mandataries?

The Curateur public keeps a register of homologated mandates. The information entered in the register includes the first and last names of the mandator and mandatary, and the date and number of the homologation judgment.

The Curateur public keeps a register of homologated mandates.

Power to intervene

The Curateur public also has the power to intervene in any proceeding pertaining to the homologation or revocation of a mandate. For example, in homologation proceedings, it could challenge the validity of the mandate. In the case of a revocation, it could present reasons to justify the need to terminate the mandate and institute protective supervision instead.

Power of inquiry

In addition, the Curateur public has power of inquiry over mandataries. For example, if the Curateur public is informed that a mandatary is negligent or abusive, or has failed to abide by the terms of the mandate, it can investigate the situation. It can meet with the mandatary to ask for the situation to be corrected or to obtain a voluntary undertaking to do so. If the mandatary persists in being remiss and refuses to remedy the situation, the Curateur public can apply to have the mandatary removed from office by filing proceedings to that effect with the Superior Court. In fact, any interested party can institute this procedure.

However, since the law does not expressly authorize it, the Curateur public cannot be designated as mandatary or as the person to whom the mandatary must periodically render an account of its administration.

What happens if I again become capable?

Needless to say, if you regain your health and faculties, you can personally take the steps to terminate the effects of the mandate. Your mandatary can also do this, as can any other interested party. The procedure can be instituted by filing an application.

The health and social services establishment can also submit an attestation of capacity, including a medical and psychosocial assessment.

This attestation is sent to the office of the court. If the people notified by the clerk do not challenge it within 30 days following its filing, the clerk gives notice in writing of the cessation of the effects of the mandate, and provides copies to you, your mandatary and the Curateur public. The mandatary must then render an account of its administration.

You can also revoke your mandate yourself, but in that case you should draft a new mandate so that a mandatary can protect you if you become incapacitated again.

If it has not been revoked and you become incapacitated again, your original mandate can be homologated again by following the same procedure.

What happens if the mandator or mandatary dies?

The death of the mandator obviously terminates the mandate. If this happens, the mandatary renders an account of its administration to the mandator's heirs. If the mandatary dies during the mandate, their heirs have to account of their administration to the substitute mandatary, if applicable, or legal representative (tutor or curator) appointed by the court following the institution of protective supervision.

What happens if I become incapacitated without a mandate?

If you become incapacitated, you will no longer be able to make a mandate. However, the law has provisions for the protection and representation of persons of full age who become incapacitated without having prepared a protection mandate and who need to be protected. These include domestic and judicial mandates, which apply to spouses, whether they are married or in civil union. Certain laws, for example, the *Act respecting the Québec Pension Plan and the Automobile Insurance Act*, allow an organization paying a pension or indemnity to designate a person other than the beneficiary to manage the amounts paid.

Lastly, there are three forms of protective supervision. From the lightest to the most inclusive, they are:

- **Advisers** to a person of full age,
- **Tutorship** to the person or the property, or both, and
- **Curatorship**, which protects both person and property.

An adviser to a person of full age is essentially a private form of supervision that cannot be exercised by the Curateur public. An adviser deals strictly with assisting in the administration of property. Tutorships and curatorships can be exercised by the Curateur public, but only if there is no one in the person's family and friends able or willing to take on the role of tutor or curator.

Who should I choose as a tutor to a minor?

If, at the time of the homologation of your mandate, one of your children is a minor (younger than 18), a tutor may have to be appointed. You can designate the person to act as tutor to the minor now, but the appointment will take effect only if you are the last (as father or mother) to assume the duties of legal tutorship.

If you have more than one minor child, you can choose the same tutor for all children concerned or designate several different tutors by indicating which tutor will be responsible for each child concerned.

How to fill out the form

In this document, we have provided a form allowing you to prepare your protection mandate. You will see that it contains detailed information about your wishes regarding the protection of your person and general well-being. The clauses regarding the administration of property are especially suited to people whose property, whatever its value, is simple to administer. If your personal and financial situation is complicated or involves special wishes, it is preferable that you consult a notary or lawyer.

You should review your mandate periodically. After all, it should respond to your needs. The rules of form imposed by law must be respected, which means that if you change your mandate, the whole process has to be repeated as if you were giving a mandate for the first time. Don't forget that the new mandate revokes all prior mandates.

**You should
review your
mandate
periodically.**

As the mandator, you must sign the new mandate (or, at your request, it must be signed by a third party, as described earlier) in the presence of two witnesses who have no interest in the mandate, and who must also sign the document attesting to your capacity. If a third party has drawn up the mandate on your behalf and has also signed for you, the witnesses must be formally notified of this.

The explanatory notes that follow contain information that will help you complete the "My Protection Mandate" form.

Explanatory notes on the form

If you choose to cross out all or part of a clause, place your initials in the left margin to clearly confirm your intention.

It is possible that you, the mandator, have already signed your mandate or had it signed by a third party in your presence following your instructions, but without witnesses. In these cases, you must authenticate your signature or that of the third party who signed for you because you were unable to do so.

1 A single mandatory

The mandatory you choose is a person you trust, to whom you give responsibilities and powers for the protection of your person—care, living arrangements, support, etc.—and the administration of your property. Be sure that this person will be able to assume this task if you become incapacitated. For example, a spouse of the same age may no longer be able to take care of you, manage your assets or make decisions about entrusting tasks to a third party.

The substitute mandatory is the person who will take over as mandatory in case your principal mandatory cannot execute the mandate. You can specify your special wishes as to the role of the substitute or substitutes in the “Notes” section.

.....
A substitute mandatory is a person who will take over as mandatory in case your designated mandatory or one of your other mandataries cannot execute the mandate.
.....

2 Several mandataries

Option 2 lets you appoint several mandataries: one to protect your person and one or more to manage your property. In the latter case, you can choose a trust company or other institution authorized by law. It is recommended that you inform them of your choice, find out their conditions (management fees, for example) and obtain their agreement. By checking the last box, if only one of your mandataries remains, you can allow that mandatory to continue to act alone, but in this case they would do so for the protection of your person as well as for the administration of your property.

A substitute mandatory is a person who will take over as mandatory in case your designated mandatory cannot execute the mandate. Since you have chosen several mandataries, you can designate one substitute for each of them. You can also designate several consecutive substitutes in order to ensure your mandate lasts. You can specify your special wishes as to the role of the substitute or substitutes in the “Notes” section.

3 Inventory and rendering of account

The mandatory should perform an inventory of the property to be administered as soon as the mandate is homologated.

THE INVENTORY

The inventory is a sort of description of the mandator's assets at the time when the mandatory responsible for administering the property commences their duties. An inventory is absolutely necessary if a verification of the mandatory's management is required at a later date. It must include an accurate list and description of all the property to be managed, except for property and personal effects worth less than \$100, which can be described generally (e.g., a set of 10 dresses, 5 suits, kitchen utensils, an envelope of documents and pictures, etc.). This must be carried out before a notary or in the presence of two witnesses. One of the witnesses should be the person who will receive the report in paragraph 3.2 and a copy of the inventory.

THE RENDERING OF ACCOUNT

Although optional, these clauses are a wise precaution and will facilitate the task of the mandatory when preparing the final account at the end of their administration.

When the person receiving the rendering of account—who cannot be the Curateur public—is informed of the mandatory's administration, they make sure that the decisions concerning both the protection of the person and the administration of their property have been made in the mandator's interest.

If this individual notices that the mandatory has been negligent in the performance of their duties, they can take the appropriate steps to correct the situation.

Ideally, the person asked to receive those accounts from your mandatory should not be the designated as a substitute who could eventually be asked to act as the principal mandatory. If this is unavoidable, it is important to designate a second substitute to receive those accounts to ensure continuous supervision.

The report concerning your protection and the administration of your property may be made to a person close to you or to anyone able to assess your mandatory's administration and take steps to improve it, if needed.

The mandatory should perform an inventory of the property to be administered when the mandate is homologated.

4 Responsibilities of the mandatary concerning the protection of my person

These clauses are not obligatory: you can cross out some or all of the section you do not want included in your mandate.

Remember that the mandatary to the person must be a physical person—a family member, friend or someone else—whose role will be to ensure the protection of your person and your moral and material welfare and to consent to certain care on your behalf. If you do not authorize your mandatary to give consent to care (4.3) consent will be given by your spouse or another family member or friend.

IMPORTANT

The end-of-life wishes that you express in clause 4.5 must be distinguished from advance medical directives, which are contained in a document in which an adult capable of giving consent to care states in advance the medical care they accept or refuse to receive in specific clinical situations. Advance medical directives are binding: health care professionals who have access to them are obliged to comply with them. They can be made before witnesses, using the *Advance medical directives in Case of Incapacity to Consent to Care* form, or before a notary. For further information and to obtain the form, visit the Gouvernement du Québec's health and well-being portal (<http://sante.gouv.qc.ca/>) and the Régie de l'assurance-maladie du Québec site (www.ramq.gouv.qc.ca).

5 Responsibilities of the mandatary concerning the administration of my property

It is important to be clear about the powers you give your mandatary.

SIMPLE ADMINISTRATION

If you give your mandatary the powers of simple administration, they will require authorizations to perform certain significant actions. They will have to manage your day-to-day business and preserve and maintain your moveable and immovable property. They will not be able to sell assets without your authorization if you are able to give it, and if not, without the authorization of the court, unless it involves assets that are perishable or likely to depreciate rapidly. If they make investments in your name, they must be “presumed sound,” which means they must comply with the definition given by the *Civil Code of Québec* (several types of bonds, certificates of deposit, etc.).

FULL ADMINISTRATION

A mandatary who is given the powers of full administration has greater flexibility. In addition to preserving your assets, they must ensure that the assets grow and increase in value, if possible. The mandatary may also borrow or take out a mortgage in your name, or even sell your moveable or immovable property without prior authorization.

The mandatary's administration ends when the mandate is revoked, when you pass away or when you again become capable. As appropriate, the mandatary must render an account for the administration of the property to you, if you have again become capable; to your heirs, if you are deceased; or to the substitute mandatary or legal representative (tutor or curator) who takes over the mandatary's duties.

6 Access to records

This clause is not obligatory. You can choose to cross it out.

7 Remuneration

The *Civil Code of Québec* provides that, in principle, a mandate is executed free of charge unless the mandator wants to offer remuneration to the mandatary. However, it also provides that anyone who administers property for someone else is entitled to be reimbursed for expenses incurred in the performance of their duties.

You can therefore make provisions for the mandatary responsible for taking care of your person and/or the one responsible for managing your property to receive remuneration. Remuneration can be calculated at an hourly rate for the hours spent on your care or administration of your property, in addition to the reimbursement of expenses to which they are legally entitled. It is also possible for the remuneration of the mandatary who administers your property to be calculated based on a percentage of the value of the assets under management.

Obviously, if you designate a trust company or other legal entity, the applicable management fees will be billed to your assets.

8 Partial incapacity

If your incapacity is only partial, you can choose to have your mandate homologated anyway, even though some of the powers provided for could limit your rights and autonomy. You can also choose to have the court decide whether it is preferable to institute a protective supervision adapted to your situation.

9 Other clauses

These clauses are not obligatory: you can cross out some or all of the section depending on what you want included in your mandate.

10 Signature of the mandator and declaration by the witnesses

A mandator must inform the witnesses of the nature of the documents being submitted to them, but does not have to disclose its contents.

The witnesses' role is twofold and very important. By signing in the mandator's presence, they attest that the document has been signed by the mandator or according to the mandator's instructions and that the mandator was capable of doing so. This attestation may be provided in an affidavit (declaration under oath) of one of the witnesses. This affidavit may be used as evidence when the mandate is being homologated.

In some cases, a witness may find it difficult to judge the mandator's capacity to prepare the mandate. If there are doubts about whether the mandator is in full possession of their faculties, the mandatary appointed in the document should, before signing, consult health care specialists so that a conclusive assessment is received.

A witness may be deemed to "have an interest" in the mandate if the witness is the designated mandatary or substitute mandatary, or if they are the person to whom the mandatary must report. A witness may also "have an interest" if they are a person specified in clause 9 on page 6 of 8. In short, ensure that no role in the mandate has been given to either of the witnesses.

.....
The witnesses' role is twofold and very important. By signing in the mandator's presence, they attest that the document has been signed by the mandator or according to the mandator's instructions and that the mandator was capable of doing so.
.....

11 Acceptance by the mandatary

When incapacity occurs, designated mandataries are responsible for having the mandate homologated, and in doing so, their acceptance of the office is assumed. However, should they refuse or be incapacitated, the substitute, if any, may act in their place. Otherwise, a protective supervision of tutorship or curatorship could be opened for the mandator.

It is recommended that you give a copy of the mandate to the designated mandatary or at least inform this person that a mandate has been prepared and where it can be found.

When a mandate is prepared by a notary or lawyer, it is automatically registered in one of Québec's two registers of wills and mandates. Friends and family can search the registers to locate any registered mandate. You can also ask a lawyer or notary to register the present mandate made *sous seing privé* ("under private signature") in one of the two registers.

THE CURATEUR PUBLIC MUST BE NOTIFIED

- If the mandator dies, the mandatory must inform the Curateur public du Québec.
- If the mandatory dies, the liquidator of the mandatory's succession must report the death to the Curateur public du Québec.

To contact the Curateur public du Québec

BY TELEPHONE

Monday to Friday
8:30 a.m. to 4:30 p.m.
(Wednesdays open at 10:00 a.m.)

514 873-4074

1 800 363-9020

BY EMAIL

www.curateur.gouv.qc.ca

Visit the *Contact us* page of our website

BY REGULAR MAIL

Le Curateur public du Québec
600, boulevard René-Lévesque Ouest
Montréal (Québec) H3B 4W9

NOTE

The text of the law always takes precedence over the information in this document.

FORM

REMINDER

- If you need more space for any section of the form, you can add pages by numbering them so that they refer to the appropriate section.
- Please initial the margin whenever you change a printed text, and ask the witnesses to do the same.

Please print

Whenever required by the context, any word written in the singular form also includes the plural, and any word written in the masculine form also includes the feminine.

IMPORTANT

Please read the explanatory notes on pages 10 through 14 of the booklet carefully. Each section of the form has a corresponding explanatory note.

If you would like to designate **A SINGLE MANDATARY** to care for your person and administer your property, **fill out section 1**, then go directly to section 3.

If you would like to designate **SEVERAL MANDATARIES** to care for your person and administer your property together or one to care for your person and the others to administer your property, **fill out section 2**, then go to section 3.

Please note that the administrator of your property can be someone in your family, a friend or someone else you trust, or even a legal entity, such as a trust company or other institution authorized by law to act in this capacity.

If you need more space for any section of the form, you can add pages by numbering them so that they refer to the appropriate section, and then initialling them.

1 A SINGLE MANDATARY (See explanatory note 1)

This mandate cancels any previous protection mandate or mandate in case of incapacity and, once homologated, terminates any power of attorney I have granted for the administration of my property.

I, the undersigned, _____, born on _____, _____, _____
NAME OF MANDATOR DAY MONTH YEAR

hereby designate _____
NAME OF MANDATARY

ADDRESS

to act as mandatory responsible for protecting my person and administering my property.

State your relationship to this person: _____

1.1 SUBSTITUTE MANDATARY

If my mandatory is unable to act for whatever reason, I designate the following person or persons, in the following order, to act as **substitute mandatory**:

ORDER OF APPOINTMENT	NAME	ADDRESS	YOUR RELATIONSHIP TO THE PERSON
1			
2			
3			

Notes:

3 INVENTORY AND RENDERING OF ACCOUNT (See explanatory note 3)

3.1 INVENTORY

At the beginning of his administration, my mandatary responsible for my property must perform a summary inventory of all my moveable and immovable property. This procedure must be performed in the presence of two witnesses or before a notary.

3.2 RENDERING OF ACCOUNT

My designated mandatary (or substitute mandatary, if applicable) must render an account.

Yes No

IF YES

once a year [other schedule: _____] my mandatary will prepare an account of action taken with respect to my person and the administration of my property and submit it to

_____ NAME

_____ ADDRESS

Or, failing that person, to _____

_____ NAME

_____ ADDRESS

4 RESPONSIBILITIES OF THE MANDATARY CONCERNING THE PROTECTION OF MY PERSON (See explanatory note 4)

4.1 GENERAL

My mandatary is responsible for ensuring my moral and physical welfare. In this sense, my mandatary is authorized to make any decisions and take any steps to meet my daily needs while respecting my wishes, my personal and religious values, my habits, my standard of living, my financial means and my degree of autonomy.

Wherever I live, my mandatary must ensure that I receive the care and services required by my health status.

As a general rule, I would like my mandatary to be “actively” present to the extent possible (regular visits, moral support, etc.).

4.2 HOUSING

If possible, I would like to live at home. However, if my health requires me to live in a setting that is safer and better adapted to my needs, my mandatary will decide according to the circumstances, while taking into account the following wishes:

4.3 CONSENT TO CARE

If I am unable to consent to the care required by my health status or to refuse it, my mandatary will do so on my behalf. In this respect, my mandatary will act in my interest alone and take into account the wishes I have expressed to the extent possible and as provided by law. Should my mandatary be asked to consent to care, they will use all means necessary to make a well-informed decision, as discussed with the attending physician and health care team. If my mandatary consents to the care suggested, it is with the conviction that it will be beneficial, despite its effects, and appropriate in the context, and that the risks involved do not seem disproportionate given the beneficial effect targeted.

Yes

No: I would like the consent to be given by one of the people mentioned in article 15 of the *Civil Code of Québec*, that is, my spouse, a close relative or a person who shows a special interest in me.

4.4 CLINICAL TRIALS

I authorize my mandatary, if they feel that it is appropriate and complies with the appropriate provisions of the *Civil Code of Québec*, to allow my participation in a research project or clinical trial.

Yes

No

4.5 END-OF-LIFE WISHES (See explanatory note 4)

In all decisions concerning care required at the end of my life, my mandatary must consider:

(Check the appropriate options)

My opposition to any disproportionate diagnostic method or therapy that needlessly worsens or prolongs my suffering and death: I hereby express my opposition to any form of aggressive therapy;

My wish to die with dignity, with the required supportive care and comfort and proper medication to relieve my suffering, even though it may indirectly accelerate my death;

Other details or wishes:

IMPORTANT

The end-of-life wishes that you express in clause 4.5 must be distinguished from advance medical directives. See explanatory note 4.

5 RESPONSABILITIES OF THE MANDATARY CONCERNING THE ADMINISTRATION OF MY PROPERTY (See explanatory note 5)

I grant my mandatary the power to administer my moveable and immovable property according to the rules of **simple administration**, in accordance with the Civil Code of Québec: my mandatary must receive authorization from the court to alienate any of my property, such as by selling it or mortgaging an immovable;
full administration, in accordance with the Civil Code of Québec: my mandatary will have full power to administer and take action with respect to both moveables and immovables.
I would not like the following moveable and immovable property to be sold, unless necessary:

6 ACCESS TO RECORDS (See explanatory note 6)

In the exercise of my mandatary’s functions, it is understood that they are authorized, as provided by law, to consult my medical, personal and other records concerning my person and my property, as needed.

7 REMUNERATION (See explanatory note 7)

My mandatary or mandataries may reimburse themselves out of my assets for all expenses that are helpful or necessary to execute their duties, including fees for the homologation of the mandate.

My mandatary or mandataries will act free of charge.

OR

I would like _____
NAME OF MANDATARY OR SUBSTITUTE WHO HAS BECOME MANDATARY

NAME OF MANDATARY OR SUBSTITUTE WHO HAS BECOME MANDATARY

NAME OF MANDATARY OR SUBSTITUTE WHO HAS BECOME MANDATARY

NAME OF MANDATARY OR SUBSTITUTE WHO HAS BECOME MANDATARY

NAME OF MANDATARY OR SUBSTITUTE WHO HAS BECOME MANDATARY

NAME OF MANDATARY OR SUBSTITUTE WHO HAS BECOME MANDATARY

to be remunerated from my assets according to the following terms and conditions [state an amount that could be paid according to a schedule or an hourly rate applicable to the time spent on performing duties for your benefit]:

**10 SIGNATURE OF THE MANDATOR AND DECLARATION
BY THE WITNESSES** (See explanatory note 10)

We, the undersigned, _____ and _____
NAME NAME

have both witnessed the signature of

_____ on _____
NAME OF MANDATOR SIGNATURE OF MANDATOR DAY MONTH YEAR

We also declare that this person was fully capable of preparing this mandate and that we have no personal interest in it.

In witness whereof, we have signed at _____ on _____
PLACE DAY MONTH YEAR

_____ SIGNATURE OF WITNESS	_____ SIGNATURE OF WITNESS
_____ NAME OF WITNESS	_____ NAME OF WITNESS
_____ FULL ADDRESS	_____ FULL ADDRESS
_____	_____
_____ TELEPHONE NUMBER	_____ TELEPHONE NUMBER

11 ACCEPTANCE BY THE MANDATARY

(Optional - See explanatory note 11)

The request to homologate this protection mandate by my mandatary will be deemed their acceptance of this office.

OR

The mandatary hereby designated in this mandate

NAME OF MANDATARY

OCCUPATION

FULL ADDRESS

declares the following:

1. I _____ acknowledge that I have read this mandate and agree to be appointed mandatary to the property or to the person or to both.
NAME OF MANDATARY
2. I agree, in the case of the incapacity of _____, to take the measures required by law to homologate this protection mandate and thereafter assume the powers and obligations of my office as mandatary.
NAME OF MANDATOR
3. If at such a time I cannot assume the office of mandatary, the substitute mandatary will carry on in my place.
4. I agree to fulfill my duties in the interest of _____ and to ensure the protection of this person's rights and autonomy.
NAME OF MANDATOR

SIGNATURE OF THE MANDATARY

Add pages for the other designated mandataries, as required.

THE CURATEUR PUBLIC MUST BE NOTIFIED

- If the mandator dies, the mandatary must inform the Curateur public du Québec.
- If the mandatary dies, the liquidator of the mandatary's succession must report the death to the Curateur public du Québec.

Please initial the margin whenever you change a printed text.



My Protection Mandate is for all adults who are of sound mind. It allows them to appoint a mandatary to ensure the protection of their person and the administration of their property in the event that illness or an accident deprives them of their faculties. It contains essential information on the choice of mandatary, the various clauses that may be included in the protection mandate and its homologation.

This new edition features a completely revised form, designed to offer mandators a greater range of elements contributing to their protection.