

**AGREEMENT CONCERNING A NEW  
RELATIONSHIP**

**BETWEEN**

**LE GOUVERNEMENT DU QUÉBEC**

**AND**

**THE CREES OF QUÉBEC**

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## **AGREEMENT CONCERNING A NEW RELATIONSHIP**

**Between:** **LE GOUVERNEMENT DU QUÉBEC**, represented here by Mr. Bernard Landry, Prime Minister of Québec, by Mr. Gilles Baril, Minister of State for Natural Resources and Regions, Minister of Natural Resources, Minister of Regions, Minister responsible for the Development of Northern Québec, and by Mr. Rémy Trudel, Minister of State for Population and Native Affairs, Minister for Native Affairs, herein designated "Québec".

**And:** **THE CREES OF QUÉBEC**, acting through the Grand Council of the Crees (Eeyou Istchee) and the Cree Regional Authority, represented here by Mr. Ted Moses, Grand Chief and Chairman respectively, and by Mr. Edward Gilpin, Chief of the Eastmain Band and by Mr. Paul Gull, Chief of the Waswanipi Band, hereinafter referred to as "the Crees".

**WHEREAS** the parties enter hereby into a nation-to-nation Agreement which strengthens the political, economic and social relations between Québec and the Crees, and which is characterized by cooperation, partnership and mutual respect, while remaining based on the respective commitments of the parties under the James Bay and Northern Québec Agreement and providing for implementation measures in connection therewith;

**WHEREAS** this Agreement, concerning a global approach in favour of greater autonomy and greater responsibility on the part of the Crees for their development, will make possible an active and ongoing participation by the Crees in economic development activities on the James Bay Territory;

**WHEREAS** this Agreement is based on a development model which relies on the principles of sustainable development, partnership and respect for the traditional way of life of the Crees, as well as on a long-term economic development strategy, principles which are in conformity with the provisions of the James Bay and Northern Québec Agreement;

**WHEREAS** this Agreement promotes the emergence of a Cree expertise in the field of economic development, job creation, and economic spin-offs for the Crees and the population of Québec in general;

**WHEREAS** this Agreement does not contemplate and does not affect the obligations of Canada towards the Crees stipulated, among others, in the James Bay and Northern Québec Agreement.

**THE PARTIES AGREE TO THE FOLLOWING:**

## Chapter 1 -- DEFINITIONS

For the purposes of this Agreement, and unless otherwise expressly provided or indicated by the context, the following words and phrases mean:

- 1.1 "*Cree Regional Authority*" or "*CRA*": the public corporation duly constituted as such under Chapter 89 of the Statutes of Québec 1978, now R.S.Q., chapter A-6.1 ("*Administration régionale crie*" ou "*ARC*").
- 1.2 "*Financial Year*": the period between April 1<sup>st</sup> of a calendar year and March 31<sup>st</sup> of the subsequent calendar year ("*Année financière*").
- 1.3 "*Cree Entity*": the Grand Council of the Crees (Eeyou Istchee), the Cree Regional Authority (including when acting through the Board of Compensation thereto), the James Bay Eeyou Corporation, the Opimiscow Companeé, the Sakami Eeyou Corporation, the Oujé-Bougoumou Development Corporation, the Oujé-Bougoumou Eenouch Association, the Cree Trappers' Association, the Cree Outfitting and Tourism Association, the Cree Native Arts and Crafts Association, the Cree Development Corporation, the Cree villages, the Cree landholding corporations, as well as any other Cree controlled corporation, enterprise or legal entity referred to in the James Bay and Northern Québec Agreement or created pursuant to the James Bay and Northern Québec Agreement, any Complementary Agreement thereto, or any other Agreement between Québec or Canada and any Cree Band, the Grand Council of the Crees (Eeyou Istchee) or the Cree Regional Authority ("*Association crie*").
- 1.4 "*Cree Bands*": the Cree Nation of Chisasibi, the Whapmagoostui First Nation, the Cree Nation of Wemindji, the Eastmain Band, the Waskaganish Band, the Nemaska Band, the Waswanipi Band and the Cree Nation of Mistissini, respectively constituted as corporations by the *Cree-Naskapi (of Québec) Act*, S.C. 1984, c. 18, as well as the collectivity of the Crees of Oujé-Bougoumou ("*Bandes cries*").
- 1.5 "*Forestry Board*": the Cree-Québec Forestry Board created pursuant to Chapter 3 of this Agreement ("*Conseil Cris-Québec sur la foresterie*").
- 1.6 "*James Bay and Northern Québec Agreement*" or "*JBNQA*": the Agreement approved, given effect and declared valid by the *James Bay and Northern Québec Native Claims Settlement Act* (Chapter 32 of the Statutes of Canada, 1976-77) and by the *Act approving the Agreement concerning James Bay and Northern Québec* (L.Q., 1976, chapter 46) and as amended by certain complementary agreements ("*Convention de la Baie James et du Nord québécois*" ou "*CBJNQ*").
- 1.7 "*Crees of Oujé-Bougoumou*": the collectivity composed of persons identified as affiliated to the community known as Oujé-Bougoumou, and including persons enrolled or entitled to be enrolled as Cree beneficiaries under the James Bay and Northern Québec Agreement, and acting through the Oujé-Bougoumou Eenouch Association until such time as the Oujé-Bougoumou Band is constituted as a corporation under the *Cree-Naskapi (of Québec) Act* and, thereafter, the Oujé-Bougoumou Band ("*Cris d'Oujé-Bougoumou*").

- 1.8 "*Crees*" or "*James Bay Crees*": the persons eligible pursuant to paragraphs 3.2.1, 3.2.2 and 3.2.3 of Section 3 of the James Bay and Northern Québec Agreement, including the Crees of Oujé-Bougoumou ("Cris" ou "Cris de la Baie James").
- 1.9 "*Agreement on the Implementation of the Memorandum of Understanding*" or "*Implementation Agreement*": the Agreement on the Implementation of the Memorandum of Understanding of May 23, 1995 signed March 27, 1998 between Québec and the Grand Council of the Crees (Eeyou Istchee) ("Entente de mise en oeuvre du Protocole d'entente" ou "Entente de mise en oeuvre").
- 1.10 "*Cree Enterprise*": a Cree Band, or any Cree Entity, or any unincorporated business belonging to a James Bay Cree as well as any corporation in which one or more James Bay Cree, Cree Band or Cree Entity, or any trust, foundation or fund instituted for the benefit of any one or more of the aforementioned, holds fifty per cent (50%) or more of the voting shares or a sufficient participation to appoint the majority of directors; as well as any partnership, joint venture, non-profit corporation or other enterprise or legal entity in which one or more James Bay Cree, Cree Band or Cree Entity, or any trust, foundation or fund instituted to the benefit of any one or more of the aforementioned, holds directly or indirectly a controlling interest, as well as any affiliate controlled by any such corporation, partnership, joint venture, non-profit corporation or other enterprise or legal entity ("Entreprise crie").
- 1.11 "*Hydro-Québec*": the corporation duly incorporated under the *Hydro-Québec Act* (R.S.Q., chapter H-5) ("Hydro-Québec").
- 1.12 "*Business Day*": a day on which banking activities can take place in Québec ("Jour ouvrable").
- 1.13 "*Le Complexe La Grande (1975)*": the hydroelectric development set out in paragraph 8.1.2 of the James Bay and Northern Québec Agreement as amended by Complementary Agreements nos. 4, 7 and 11 ("Le Complexe La Grande (1975)").
- 1.14 "*Eastmain 1-A/Rupert Project*": the partial diversion of the Rupert River towards the Eastmain 1 reservoir and the reservoirs of LG-2, LG-2A and LG-1, with or without the addition of a new Eastmain 1-A powerhouse near the Eastmain 1 site, including an East-West access road from the existing Muskeg substation to the Eastmain 1 site, the whole in substantial conformity with the Cramoisie (2001) variant as described in the Boumhounan Agreement between Hydro-Québec and the Grand Council of the Crees (Eeyou Istchee) [GCCEI] and the CRA ("Projet Eastmain 1-A/Rupert").
- 1.15 "*EM 1 Project*": the EM 1 project set out in paragraph 8.1.2 of the James Bay and Northern Québec Agreement ("Projet EM 1").
- 1.16 "*Memorandum of Understanding*" or "*MOU*": the *Memorandum of Understanding* of May 23, 1995 between Québec and the Crees ("Protocole d'Entente").
- 1.17 "*Québec*": le Gouvernement du Québec ("Québec").

- 1.18 "*Recipient of Funding*": a limited partnership or Québec resident trust which may be designated by the Grand Council of the Crees (Eeyou Istchee) before March 31<sup>st</sup>, 2002 in order to receive the annual payment of Québec set out in Chapter 7 of this Agreement in whole or in part or, failing such designation, the Cree Regional Authority. This designation may be modified by the Grand Council of the Crees (Eeyou Istchee) every five (5) years ("Récipiendaire du financement").
- 1.19 "*Cree Development Corporation*" or "*CDC*": the Cree Development Corporation referred to in Chapter 8 of this Agreement ("Société de développement crie" ou "SDC").
- 1.20 "*Société de développement de la Baie James*" or "*SDBJ*": the corporation established pursuant to the *James Bay Region Development Act* (R.S.Q., c. D-8) ("Société de développement de la Baie James" ou "SDBJ").
- 1.21 "*Société d'énergie de la Baie James*" or "*SEBJ*": the company contemplated by section 39.1 of the *Hydro-Québec Act* (R.S.Q. c. H-5) ("Société d'énergie de la Baie James" ou "SEBJ").
- 1.22 "*Cree Category IA lands*": the Category IA lands within the meaning of Section 5 of the JBNQA and subsection 2(1) of the *Cree-Naskapi (of Québec) Act*, S.C., 1984, c. 18 ("Terres crie de Catégorie IA").
- 1.23 "*Cree Category IB lands*": the Category IB lands and Special Category IB lands under the meaning of Section 5 of the JBNQA and of section 19 of the *Act respecting the Land Regime in the James Bay and New Québec Territories* (R.S.Q., c. R-13.1) ("Terres crie de Catégorie IB").
- 1.24 "*Territory*": the territory contemplated by the James Bay and Northern Québec Agreement. For the purposes of chapter 3 of this Agreement, the "*Territory*" shall have the meaning set out in section 3.3 of this Agreement. For the purposes of chapters 4, 5 and 7, the term "*Territory*" shall be the territory defined in subparagraph 22.1.6 of the JBNQA and the territories of the Mistissini and Whapmagoostui trapping areas located North of the 55th parallel as described in Schedule 1 of Section 24 of the JBNQA.

Nothing in this definition shall be interpreted as reducing, enlarging or otherwise affecting the territorial application of the rights of the Crees or of any other aboriginals under the terms of the JBNQA or otherwise. This definition is for the purposes of this Agreement and does not modify the definition of Territory provided in paragraph 22.1.6 of the JBNQA for the purposes of Section 22 of the JBNQA ("Territoire").

## Chapter 2 -- GENERAL PROVISIONS

- 2.1 Both the Cree Nation and the Québec Nation agree to place emphasis in their relations on those aspects that unite them as well as on their common desire to continue the development of Northern Québec and the self-fulfilment of the Cree Nation.
- 2.2 The Cree Nation must continue to benefit from its rich cultural heritage, its language and its traditional way of life in a context of growing modernization.
- 2.3 This Agreement marks an important stage in a new nation-to-nation relationship, one that is open, respectful of the other community and that promotes a greater responsibility on the part of the Cree Nation for its own development within the context of greater autonomy.
- 2.4 Québec will promote and facilitate the participation of the James Bay Crees in forestry, hydroelectricity and mining development in the Territory through partnerships, employment and contracts.
- 2.5 This Agreement has the following purposes:
  - a) The establishment of a new nation-to-nation relationship, based on the common will of the parties to continue the development of the James Bay Territory and to seek the flourishing of the Crees and the Cree Nation within a context of growing modernization;
  - b) The assumption of greater responsibility on the part of the Cree Nation in relation to its economic and community development and, in so doing, the achievement of increased autonomy with a greater capacity to respond, in partnership with Québec, to the needs of the Crees;
  - c) The setting up of means in order to allow the parties to work together in regard to the development of mining, forestry and hydroelectric resources in the Territory for the period of application of this Agreement;
  - d) The settlement, with discharges identified in this Agreement, for the period of application of this Agreement, of the provisions pertaining to the economic and community development of the Crees found in the provisions of the JBNQA identified in this Agreement (as amended as the case may be by Complementary Agreements thereto), including the nature, scope and implementation of Québec's commitments in this respect;
  - e) The definitive settlement or the withdrawal of the legal proceedings opposing the Crees, Québec and SDBJ in accordance with the provisions of the present Agreement and the establishment of a process to resolve the legal proceedings opposing the Crees, Hydro-Québec and the SEBJ;
  - f) The consent of the Crees to the carrying out of the Eastmain 1-A/Rupert Project;
  - g) To facilitate the construction of the EM 1 Project.

- 2.6 The parties agree to Complementary Agreements to the James Bay and Northern Québec Agreement, the texts of which are attached to this Agreement as Schedule A.
- 2.7 Québec undertakes to submit to and to recommend to the National Assembly the special legislation relating to this Agreement and the amendments to its laws of general or specific application in order to ensure their coherence with this Agreement and the attached Complementary Agreements. A non exhaustive list of laws so amended and a brief description of certain amendments are set out in Schedule B hereof. Québec will consult the Cree Regional Authority in respect to the legislation to be recommended prior to the submission thereof to the National Assembly.
- 2.8 The provisions of the James Bay and Northern Québec Agreement and of the existing agreements and existing financial arrangements will continue to apply in the absence of indications to the contrary in this Agreement. It is noted in particular that Québec will continue to fund for the Crees, pursuant to the provisions of the James Bay and Northern Québec Agreement, its share of the services and fixed assets stipulated in the James Bay and Northern Québec Agreement, including but not limited to:
- a) health care and social services;
  - b) education services;
  - c) income security programs, including the income security program for Cree hunters and trappers;
  - d) public security and administration of justice;
  - e) the Hunting, Fishing and Trapping Coordinating Committee and environmental committees.
- 2.9 Without limiting in any way the previous provisions and simply for greater certainty, Québec further confirms that nothing contained in this Agreement shall prejudice, detrimentally affect or restrict the rights of the James Bay Crees as set out in paragraphs 2.11, 2.12 and 28.1.1 of the James Bay and Northern Québec Agreement. Consequently, Québec will maintain for the James Bay Crees access to regular programs subject to the usual application criteria of these programs.
- 2.10 This Agreement does not contemplate and does not affect the obligations of Canada towards the James Bay Crees including those stipulated in the James Bay and Northern Québec Agreement.

## **Chapter 3 -- FORESTRY**

### **GENERAL PROVISIONS**

- 3.1 The Québec forestry regime will apply in the Territory in a manner that allows:
- a) adaptations to better take into account the Cree traditional way of life;
  - b) greater integration of concerns relating to sustainable development;
  - c) participation, in the form of consultation, by the James Bay Crees in the various forest activities operations planning and management processes.
- 3.2 The forestry regime, as adapted, applicable in the Territory will respect the principles set out in the *Forest Act* (R.S.Q., c. F-4.1 as amended by S.Q., 2001, c.6), in the JBNQA, and those set out herein.

### **TERRITORY OF APPLICATION**

- 3.3 The parties agree that the present adapted forestry regime shall apply to the Territory indicated on the map attached as Annex C-1, within the boundaries of the JBNQA Territory.

### **ADAPTATIONS TO AND EVOLUTION OF THE FORESTRY REGIME**

- 3.4 The provisions of this Agreement regarding forestry have, among other things, the objective of establishing an adapted forestry regime which will fix particular rules and procedures applicable to the Territory to meet the goals of improved taking into account of the hunting, fishing and trapping activities of the Crees and improved conciliation of forest activities with such Cree activities.
- 3.5 Subject to adaptations and modifications resulting from the adapted forestry regime for the Territory, Québec's forest standards apply in the Territory. Such adaptations and modifications shall not be interpreted so as to restrict or limit these standards.
- 3.6 The forestry regime applicable in the Territory will evolve over the duration of this Agreement taking into account the principles set out herein and the recommendations of the Cree-Québec Forestry Board.

## **MODALITIES OF THE ADAPTED FORESTRY REGIME**

### **3.7 Limits of the territorial reference units and use of ecological data**

- 3.7.1 For the territory referred to in section 3.3 of this Chapter, traplines will be used as a basis for delimiting the territorial reference units (UTR). Given the current configuration of the common areas, however, some traplines may fall into more than one UTR. For the next general management plans which will be configured on the basis of the new management units (by September 1<sup>st</sup>, 2002 at the latest), the UTR boundaries must correspond to the boundaries of one trapline.
- 3.7.2 The Cree Regional Authority will be responsible for specifying the boundaries of Cree traplines within the Territory to a scale of 1:20,000 before April 1<sup>st</sup>, 2002. The trapline boundaries will be identified solely for the purposes of applying the adapted forestry regime including the determination of the UTRs.
- 3.7.3 During the transitional period from April 1<sup>st</sup>, 2002, to the adoption of the next generation of general forest management plans (April 2005), the ministère des Ressources naturelles (MRN) will take appropriate steps to ensure that the relevant data are compiled for each Cree trapline so as to be able to integrate into the annual forest management plans the terms and conditions stipulated in sections 3.9, 3.10, 3.11, 3.12 and 3.13 of this chapter.
- 3.7.4 The ecological data available for the designation of the biophysical components of those areas will be used as a basis for the technical analysis in order to guide the development of the management strategies to be favoured.

### **3.8 Determination of the new management units**

- 3.8.1 The calculation of the annual allowable cut will be determined on the basis of the new management units which will, in principle, be made of groupings of traplines. These management units will be determined in technical discussions carried out jointly by the Crees and the MRN. The objective is to determine various groupings of three (3) to seven (7) complete traplines, with modulations when necessary.
- 3.8.2 The new management units shall be made of groupings of traplines that are, as far as possible, contiguous and in a single block, allowing for exceptions. In establishing these groupings, the following criteria will also be taken into account:
- a) the host community and/or the kindred relationship of the tallymen and the Cree users of the traplines;
  - b) the key historical and ecological factors;

- c) forest structure factors, to improve the distribution of age categories;
- d) the temporary delimitation proposed as the northern limit.

3.8.3 Some traplines can only be partially included in a management unit because they are situated on the border of the northern limit of the commercial forest and/or are partially within Category I lands. In these cases, a trapline equivalence value will be applied. In order to do so, the basis applicable will be the proportion of the trapline that can be included in the management unit in relation to the total area of the trapline. On this basis, one finds the sum of the fractions of included traplines to determine the equivalence value. Thus, three traplines of which only a third of the area can be included in a management unit will be considered as the equivalent of a single complete trapline for the calculation of the number of traplines in a management unit.

3.8.4 The annual allowable cut will be calculated and revised in a way that incorporates the rules established in this chapter.

3.8.5 In the event that a modification of the northern limit would require a modification of the groupings of traplines which form the new management units as determined jointly by the Crees and the MRN, the parties must proceed jointly to determine new groupings in conformity with the previous provisions, and the other provisions of this chapter shall apply in these territories.

3.8.6 Upon signing the Agreement, a provisional Cree-Québec working team shall be constituted to determine the limits of the new management units.

3.8.7 The provisional Cree-Québec working team shall make a proposal concerning the limits on or before March 31<sup>st</sup>, 2002. The proposal shall be the object of public consultations by the Ministre des Ressources naturelles.

3.8.8 The result of this consultation will be examined by the provisional Cree-Québec working team.

3.8.9 The new management units shall be determined jointly by the provisional Cree-Québec working team before September 1<sup>st</sup>, 2002. The Ministre des Ressources naturelles shall approve the new management units and shall notify the agreement holders in conformity with the *Forest Act*. The final determination of the new management units must be in accordance with the principles and criteria of the present section.

### **3.9 Sites of special interest to the Cree - Identification of sites of interest to the Cree**

3.9.1 Sites of interest will be identified and mapped by the Crees, in cooperation with the ministère des Ressources naturelles. In most cases, the total area of these sites will not exceed 1% of the total area of a trapline included in a management unit.

No forest management activities may be undertaken in these areas unless the tallyman agrees otherwise. In such cases, specific measures of protection and standards of forest management aimed at satisfying the specific needs of the Cree users will be agreed through the joint working group of each community concerned.

3.9.2 Sites of interest may include, notably, the following:

- a) Permanent camps;
- b) Seasonal camps;
- c) Traditional, cultural and sacred sites;
- d) Burial sites;
- e) Fruit picking areas;
- f) Archaeological sites;
- g) Sites with archaeological potential;
- h) Extension of protective strips;
- i) Portage trails;
- j) Bear dens;
- k) Waterfowl blinds;
- l) Drinking water supply sources;
- m) Other requests.

### **3.10 Sites of special interest to the Cree - Conservation of forested areas presenting wildlife interest for the Cree**

3.10.1 Specific management standards will be applied to maintain or improve the habitat of very important wildlife species (moose, marten, beaver, hare, fish, caribou, partridge) and portions of each trapline will benefit from specific protection to improve the level of harmonization between forest management activities and traditional activities including hunting, fishing and trapping.

3.10.2 The location of these areas of wildlife interest will be under the direct responsibility of the tallyman, in a spirit of cooperation with other stakeholders on the Territory. The boundaries of the areas of special interest may be identified on the basis of data similar to that collected in regard to the "Cree land use and identification" (1986) or on the basis of a new analysis that will identify certain parts of watersheds that are particularly productive or intensively used by the Crees. The surface area of these sites of wildlife interest will in principle cover 25% of the productive forest area of each trapline included in a management unit without exceeding this percentage of 25%.

3.10.3 Within the selected areas, forest management activities will be planned with the priority goal of maintaining and improving a diversity of ecoforest stands, in terms of plant species, age classes and spatial distribution. In the long term, this planning approach should provide a diversity of age classes similar to the structure of a "standard" forest. The current structure of the forests in the Territory is not as diversified and is likely to remain at this level for several decades. With this in mind, it is possible to intervene in order to rejuvenate certain stands while still maintaining productive habitats throughout these areas of particular interest to Cree families.

3.10.4 The following measures will be applied in order to reach a better balance in the mid term:

- a) Only mosaic cutting should be applied in these areas, unless better techniques are developed to protect wildlife habitats.
- b) The terms and conditions set out in Schedule C-2 are applied with the following amendments:
  - i) at least 50% of the productive area with stands over seven (7) meters in height must be left standing, including at least 10% in forests over ninety (90) years old;
  - ii) the location of the residual forest blocks to be preserved is decided by the agreement and contract holders in cooperation with the tallyman;
  - iii) the blocks must be spread over the area in such a way that they are interconnected. Where necessary, breaks in the cover should not be more than thirty (30) meters wide;
  - iv) the residual forest must be left standing for a period long enough to allow the regeneration to reach a minimum average height of seven (7) meters.
- c) The annual rate of harvesting authorized in forested areas presenting wildlife interest to the Cree will be modulated according to the level of prior disturbance in each trapline. In a trapline where the level of disturbance in the last twenty (20) years is less than 15%, new logging activities may be carried out over an annual maximum of 4% of the productive area of the forested areas presenting wildlife interest in the trapline. The annual percentage should be reduced to 3% when the overall level of disturbance is between 15% and 30%, and to 2% when the overall level of disturbance is between 30% and 40%.

### **3.11 Maintaining forest cover in the whole of each trapline**

3.11.1 The following measures will be taken to ensure the protection of a residual forest cover:

- a) conservation, per trapline, of a minimum of 30% of the productive surface area composed of stands measuring more than seven (7) meters in height;
- b) logging will not be permitted in traplines that have been logged or burnt over more than 40% of their productive surface area in the last twenty (20) years;
- c) carry out mosaic cutting with protection of regeneration and soils (CPRS). The target level would be 75% as of April 1<sup>st</sup>, 2004 (see the definition of mosaic cutting in Schedule C-2);

- d) limit to a maximum of one hundred (100) hectares the size of a single-block cutting area in sectors where cutting with separator strips will be carried out. In addition, 40% of the total logged area must be composed of blocks of less than fifty (50) hectares;
- e) modulate the annual level of authorized timber harvesting in each trapline according to the level of previous disturbances:
  - In the areas subject to a first phase of harvesting, the traplines where the level of disturbance in the last twenty (20) years is less than 15% should be subject to CPRS up to an annual maximum of 8% of the productive forest area. This annual percentage would be reduced to 6% when the disturbed area is between 15% and 30%. It would fall to 4% annually when the level of disturbance is between 30% and 40%.
  - In traplines that were subjected to intensive logging more than twenty (20) years ago, the annual admissible cutting level will be reduced. Thus, traplines where the level of disturbance in the last twenty (20) years is less than 15% should be subject to CPRS over an annual maximum of 5% of their productive areas. This annual percentage would be reduced to 3% when the disturbed area is between 15% and 30%. It would fall to 2% when the level of disturbance is between 30% and 40%;
- f) protect tall regeneration, where the situation allows;
- g) use silvicultural practices that foster the maintenance of diversified habitats, in particular by avoiding the elimination of hardwood trees (see Schedule C-3);
- h) develop a separate forest management approach for mixed stands (see Schedule C-3).

### **3.12 Protection of forests adjacent to watercourses and lakes**

- 3.12.1 A twenty (20) meters wide protective strip on each side of all permanent watercourses and around lakes shall be maintained.
- 3.12.2 In order to address concerns related to the maintaining of a variety of wildlife habitats near major rivers: along rivers more than five (5) meters wide, a forest strip more than two hundred (200) meters wide will be maintained along one of the banks. Whenever possible, cutting areas should be distributed alternatively along the two banks of such rivers. Therefore, only mosaic cuttings can be authorized within the two hundred (200) meters band along the banks of such rivers.
- 3.12.3 To preserve the aesthetic appearance of landscapes along the shore of large lakes with a surface area of more than five square kilometers (5 km<sup>2</sup>), only mosaic cuttings will be allowed in forests that are visible from the shores of the lake, for a distance of one point five kilometer (1.5 km).

### 3.13 Development of the road access network

3.13.1 To facilitate the harmonization of the various uses of the Territory, the road network development plan must be subject to concerted action between the agreement holder and the tallyman responsible for each trapline.

Due consideration shall be given to:

- a) limit the number of road connections between two traplines. In this spirit, road junctions must be planned in such a manner as to form closed circuits that do not permit easy passage to the roads of neighbouring traplines. The construction of winter roads may also be encouraged in areas where limiting connections are desirable;
- b) limit the construction of new direct access routes from forestry roads to permanent watercourses and lakes except for the construction of bridges and culverts;
- c) prior to approval, submit the *Plans régionaux de développement des terres publiques* (PRDTP) to the joint working groups in a sufficient and reasonable time prior to approval for their considerations and comments according to their mandate as defined in the present Agreement.

3.13.2 Prior to the adoption of the first *Plan régional de développement des terres publiques* for the Nord-du-Québec region, the Ministre des Ressources naturelles undertakes to consult the Cree Regional Authority regarding all applications for a private vacation lease situated in the Territory. The Cree Regional Authority shall have a maximum of sixty (60) days from receipt of the application to make its comments to the Ministre des Ressources naturelles.

3.13.3 Moreover, Québec undertakes to promote the holding of a coordination table with various governmental bodies and the Crees in order to identify and circumscribe issues concerning access to the Territory. The coordination table will report to the Standing Liaison Committee established in Chapter 11 of the Agreement prior to April 1<sup>st</sup>, 2003.

### IMPLEMENTATION MECHANISMS

3.14 Two (2) levels of intervention are provided for: a) the Cree-Québec Forestry Board; and b) the joint working groups.

**CREE-QUÉBEC FORESTRY BOARD**

- 3.15 The parties agree to the creation of the Cree-Québec Forestry Board with the purpose of permitting a close consultation of the Crees during the different steps of planning and managing forest management activities in order to implement the adapted forestry regime.
- 3.16 The Cree Regional Authority and Québec shall each appoint five (5) members to the Cree-Québec Forestry Board. In addition, a Chairperson shall be appointed to the Cree-Québec Forestry Board by le Gouvernement du Québec upon recommendation of the Ministre des Ressources naturelles.
- 3.17 Before recommending to le Gouvernement du Québec a person to be appointed as Chairperson of the Cree-Québec Forestry Board, the Ministre des Ressources naturelles must consult with the Cree Regional Authority on possible candidates in order to reach a joint recommendation.
- 3.18 Failing a joint recommendation by the Ministre des Ressources naturelles and the Cree Regional Authority on a candidate for Chairperson of the Cree-Québec Forestry Board, the Ministre:
- a) must submit a candidate to the Cree Regional Authority which will have a delay of thirty (30) days to accept or refuse to agree to the appointment;
  - b) in case of refusal by the Cree Regional Authority, the candidate may not be appointed as Chairperson of the Cree-Québec Forestry Board and the minister must submit another candidate to the Cree Regional Authority which will again have a delay of thirty (30) days to accept or to refuse to agree to the appointment;
  - c) in case of a second refusal by the Cree Regional Authority, the candidate may not be appointed as Chairperson of the Cree-Québec Forestry Board and the minister must submit another candidate to the Cree Regional Authority which will again have another delay of thirty (30) days to accept of refuse to agree to the appointment;
  - d) in case of a third refusal by the Cree Regional Authority, the candidate may not be appointed as Chairperson of the Cree-Québec Forestry Board and the minister may either continue submitting other candidates to the Cree Regional Authority, though not obliged to do so, or recommend another candidate to le Gouvernement du Québec for appointment as Chairperson of the Cree-Québec Forestry Board.
- 3.19 Unless the Cree Regional Authority and Québec agree otherwise, the Chairperson of the Cree-Québec Forestry Board may not be employed by le Gouvernement du Québec or a Crown corporation and cannot have a financial interest in, or be an employee of, any forestry enterprise having interests in the Territory.

- 3.20 The members appointed by the Cree Regional Authority and Québec shall be appointed and replaced from time to time at the discretion of the respective appointing party. The Chairperson shall however be appointed for a fixed term not exceeding three (3) years. The term of the Chairperson is not renewable unless the Cree Regional Authority and Québec agree otherwise. At the end of his mandate of three (3) years, the Chairperson shall remain in office until the appointment of his successor, who shall be appointed within twelve (12) months from the end of his mandate.
- 3.21 The Vice-Chairperson of the Cree-Québec Forestry Board shall be appointed by the members of that Board from among those members appointed by the Cree Regional Authority.
- 3.22 The Chairperson, or any member designated by him in his absence, presides over the meetings.
- 3.23 Quorum at meetings of the Cree-Québec Forestry Board shall be a majority of its members insofar as at least three (3) members appointed by the Cree Regional Authority and three (3) members appointed by Québec are present.
- 3.24 A member of the Cree-Québec Forestry Board may, upon his appointment, execute a written proxy in the form provided by the Cree-Québec Forestry Board in favour of the other members, including their replacements, appointed by the party that appointed the member executing the proxy. The holder of such a proxy has the right to vote and otherwise act in the place of the absent member from whom the proxy has been obtained, in addition to the voting and other rights that member holding the proxy is entitled to exercise in his own right.
- 3.25 The members appointed by the Cree Regional Authority may be accompanied at meetings of the Cree-Québec Forestry Board by up to two (2) technical advisors who will have the right to address the Cree-Québec Forestry Board and participate in its deliberations but who will not have the right to vote. The members appointed by Québec may also be accompanied by up to two (2) technical advisors under the same conditions.
- 3.26 All decisions at the Cree-Québec Forestry Board shall be made by a majority of the votes cast. Dissents by Board members shall be recorded and reported.
- 3.27 The Cree-Québec Forestry Board shall meet at least six (6) times each year unless its members decide otherwise. Such meetings will be held regularly in the Territory. The Board may hold its meetings elsewhere in Québec if necessary.
- 3.28 A secretariat is hereby created for the needs of the Cree-Québec Forestry Board. The secretariat is located in Waswanipi. The Ministre des Ressources naturelles shall make available to the secretariat all relevant and available information required for the adequate execution of its mandate and operations.

- 3.29 The Cree-Québec Forestry Board may establish and adopt by-laws regulating its own internal operations, including notice and place of its meetings and other matters relating to the administration of the Cree-Québec Forestry Board. Such by-laws must be in conformity with the provisions of this Chapter and will be subject to the approval of a majority of members appointed by the Cree Regional Authority and a majority of members appointed by Québec.
- 3.30 The Cree-Québec Forestry Board shall have the following main responsibilities:
- a) to monitor, analyse and assess the implementation of the forestry provisions of this Agreement which contemplate an adapted forestry regime for the Territory;
  - b) to recommend to the parties, as the case may be, adjustments or modifications to the forestry provisions of this Agreement;
  - c) to bring to the attention of the Ministre des Ressources naturelles proposals, preoccupations and comments related to laws, regulations, policies, programs, management guides and field guides related to forestry as well as guidelines, directives or instructions related to the preparation of all forest management plans;
  - d) to review the implementation mechanisms for the joint working groups regarding the elaboration, the consultations, and the monitoring of all forest management plans applicable in the Territory;
  - e) to be involved in the different planning processes of forest management activities in the Territory and to participate in the different stages of the management of forest activities, in particular those connected to the review of the general forest management plans prior to their approval as well as in regard to proposed modifications to those plans. The Board will have one hundred twenty (120) days from the receipt of the general plans and ninety (90) days from the receipt of the modifications to make comments to the Ministre des Ressources naturelles prior to the approval of the plans or modification thereto; the Ministre des Ressources naturelles may extend these timeframes if he considers it appropriate;
  - f) to study the annual forest management plans after their approval, which plans shall be sent to the Cree-Québec Forestry Board on demand in order that it may make known to the Ministre des Ressources naturelles, as the case may be, proposals, concerns and comments regarding these plans, and particularly in regard to systemic issues concerning these plans or the process of their elaboration or approval;
  - g) any other responsibilities in regard to forestry which may be assigned to it from time to time jointly by the parties.

- 3.31 The Ministre des Ressources naturelles shall consider the comments and views of the Cree-Québec Forestry Board and shall provide information about his position or, as the case may be, about the main reasons justifying his decision.
- 3.32 The Cree-Québec Forestry Board must produce and submit to the parties an annual report.

### **JOINT WORKING GROUPS**

- 3.33 Joint working groups at the community level are hereby established in each Cree community.
- 3.34 After the signature of the Agreement, a joint working group composed of four members will be established for each Cree community affected by forest management activities.
- 3.35 Two members of the joint working group shall be appointed by each Cree community according to the method of selection of its choice. Two members of the joint working group shall be appointed by the Ministre des Ressources naturelles.
- 3.36 The Cree members and the Québec members shall be appointed and replaced from time to time at the discretion of the respective party.
- 3.37 Each joint working group may adopt any internal operating rule that is consistent with its mandate.
- 3.38 If the parties so agree, the number of members of the joint working groups may be modified to take into account the particular circumstances of each community.
- 3.39 Each party shall identify one representative who shall be responsible for ensuring the smooth progress of the work.
- 3.40 In all cases in which the joint working groups make recommendations, they may be unanimous or not. In the latter case, the respective positions of the members of the joint working groups shall be sent to the Ministre des Ressources naturelles and to the Cree-Québec Forestry Board.
- 3.41 The joint working groups have the following mandate:
- a) to integrate and implement the specific rules agreed upon in this Chapter;
  - b) when required, to elaborate harmonization measures flowing from the technical provisions of this Chapter;
  - c) to ensure that each party places all relevant and available forestry-related information at the disposal of the other party;
  - d) to review conflictual uses in order to find acceptable solutions;
  - e) to discuss any technical issues, including the acquisition of knowledge considered necessary by the joint working group;

- f) to ensure the implementation of the processes relating to the preparation, consultation and monitoring of the forest management plans;
  - g) to adopt internal operating rules.
- 3.42 In all cases in which the Ministre des Ressources naturelles receives recommendations from the joint working groups, he must take into consideration the recommendations of the joint working groups, of their members and of the conciliator appointed pursuant to Schedule C-4, he must explain his position and must inform the joint working groups of his reasons for not accepting the recommendations or corrections sought, as the case may be.
- 3.43 The ministère des Ressources naturelles shall provide the Cree members of the joint working groups with the necessary and available ecological and forestry information as well as the data from the forest inventory (including data in digital format) and computer programs developed by and for the ministère des Ressources naturelles (for example, Sylva II) so as to allow them to perform their activities and mandates. This includes, among others, ecoforestry maps, silvicultural and ecological guides as well as the standards established by the ministère des Ressources naturelles in respect to forest management activities.
- 3.44 Each joint working group shall identify the relevant documents that shall be drafted and provided in terms and language understood by the Crees and the Cree communities. It is understood that, at the very least, the Cree section of the general forest management plans shall be entirely translated into English by the ministère des Ressources naturelles. Moreover, summaries of plans and documents deemed to be important by each joint working group shall be provided by the ministère des Ressources naturelles in English. To this end, the parties will agree during the implementation of the present adapted forestry regime on lists of documents that are deemed important and of summaries to be provided in English.
- 3.45 The joint working groups shall make the information they have available to the Cree tallymen as well as agreement holders for use in the process of elaboration, consultation and monitoring of forest management plans.
- 3.46 If so required by the Cree tallyman, the joint working groups shall take all necessary measures to protect the confidentiality of the information derived from Cree traditional expertise and may, at their discretion, establish a system of identification and protection of such information.
- 3.47 The stages of the elaboration, consultation and monitoring of forest management plans are described in Schedule C-4.

## **FUNDING**

The funding of the Cree-Québec Forestry Board and the joint working groups shall be as follows:

- 3.48 Each party shall assume the remuneration and the travel costs of its own members on the Cree-Québec Forestry Board.

- 3.49 The remuneration and the expenses of the Chairperson of the Cree-Québec Forestry Board shall be assumed by Québec.
- 3.50 Each party shall assume the costs of the members of the joint working groups that they appoint.
- 3.51 For the period starting at the signing of the Agreement until March 31<sup>st</sup> 2003, Québec shall assume the administrative and secretarial costs of the Cree-Québec Forestry Board and the joint working groups for a total amount of two million dollars (\$2,000,000).
- 3.52 Thereafter, each party shall assume half the costs of the Cree-Québec Forestry Board and the joint working groups, being understood that the costs are presently estimated at a total of one million dollars (\$1,000,000) per Financial Year.
- 3.53 Québec shall assume the reasonable costs of providing the tools and the relevant and available information for the purposes of the application of the adapted forestry regime.

#### **EFFECT OF THE ADAPTED FORESTRY REGIME**

- 3.54 The adapted forestry regime shall not have the effect of modifying the boundaries of the Cree traplines. Furthermore, it shall not affect the hunting, fishing and trapping rights of the Crees provided for in the JBNQA for this Territory, including the harvesting rights provided for in Section 24 of the JBNQA.

#### **ACCESS TO FOREST RESOURCES**

- 3.55 Québec shall make available to the Cree Enterprises, five (5) years after the signature of this Agreement at the latest, an annual volume of three hundred fifty thousand (350,000) cubic meters of timber volume within the limits of the commercial forest situated in the Territory, south of the provisional northern limit in effect at the time of the signature of the Agreement.
- 3.56 This timber volume shall be allocated primarily by means of forest management agreements under the provisions of the *Forest Act*.
- 3.57 This timber volume shall be in addition to any forestry management operations on Cree Category IA and IB lands and in addition to the wood allocated to Nabakatuk Forest Products Inc. on the date of the signature of the present Agreement.
- 3.58 The distribution of these allocations will be determined by the Cree Regional Authority which will advise the Ministre des Ressources naturelles thereof.

- 3.59 Québec undertakes to respect the following schedule for the allocation of this volume of timber:
- a) during the course of the 2002 calendar year, Québec will make available to Cree Enterprises a minimum annual volume of seventy thousand (70,000) cubic meters. This minimum volume will continue to apply during the course of the 2003 calendar year;
  - b) by June 30<sup>th</sup>, 2004: Québec will make available to Cree Enterprises an additional minimum annual volume of fifty five thousand (55,000) cubic meters; for a total annual minimum volume of one hundred twenty five thousand (125,000) cubic meters. This minimum annual volume of one hundred twenty five thousand (125,000) cubic meters will continue to apply during the course of 2004 and 2005 calendar years;
  - c) during the course of the 2006 calendar year: Québec will make available to Cree Enterprises an additional annual volume which allows to reach the minimum annual volume of three hundred fifty thousand (350,000) cubic meters.

These minimum annual volumes are guaranteed.

## **EMPLOYMENT AND CONTRACTS**

- 3.60 Québec will encourage forestry enterprises operating in the Territory to employ James Bay Crees in their forestry activities and to provide contracts to James Bay Crees and Cree Enterprises and will facilitate such employment and contracts by:
- a) requiring such forestry enterprises to provide in their plans and forestry reports:
    - i) the number of Crees employed as well as the number of contracts concluded with Crees and Cree Enterprises;
    - ii) the employment and contract opportunities expected in the subsequent year;
  - b) providing such information to the Cree Regional Authority;
  - c) facilitating and encouraging forums and discussions between the James Bay Crees and the forestry enterprises operating in the Territory in order to review employment, contracts and partnership opportunities in forest activities.

## **MUSKUCHII TERRITORY**

- 3.61 Considering the importance of the Muskuchii territory as expressed by the Crees, the boundaries of which appear in Schedule C-5, the Ministre des Ressources naturelles undertakes not to issue any annual management permits for the construction of forestry roads and harvesting of timber during the six month period following the signature of the present Agreement.

- 3.62 During this period, the Ministre des Ressources naturelles undertakes to evaluate the advisability of recognizing an exceptional forest ecosystem (EFE) within the territory of Muskuchii. Furthermore, the Crees will take steps with other departments and agencies of the Gouvernement du Québec with a view to ensuring a special status for Muskuchii and the application of other necessary measures.

### **FIREWOOD**

- 3.63 In order to respond to the needs of the Cree trappers for firewood, non-Aboriginal holders of permits delivered in virtue of the *Forest Act* shall not harvest firewood within an area of seventy-five (75) hectares surrounding each permanent Cree camp. It is understood that this measure shall apply outside of the area identified around each permanent camp as a site of special interest for the Crees.
- 3.64 In cases where there is no firewood available near the camp, firewood cutting areas covering seventy-five (75) hectares will be set aside and the ministère des Ressources naturelles will not deliver any firewood harvesting permits to non-Aboriginals within such areas.

### **AGREEMENTS WITH FORESTRY ENTERPRISES**

- 3.65 Nothing in this Agreement precludes or restricts agreements between Cree individuals or Bands and forestry enterprises.

### **CONFLICT AND INCOMPATIBILITY**

- 3.66 Subject to the provisions of the JBNQA, in the case of a conflict or incompatibility between the *Forest Act* and the regulations thereunder or any other related law and the present adapted forestry regime, the provisions of the adapted forestry regime shall take precedence to the degree necessary to resolve such conflict or incompatibility.

### **SCHEDULE**

- 3.67 Schedule C, which includes Part I (C-1), Part II (C-2), Part III (C-3), Part IV (C-4) and Part V (C-5), forms an integral part of this chapter.

## **Chapter 4 -- HYDROELECTRICITY**

### **GENERAL PRINCIPLES**

- 4.1 Hydroelectric development projects will continue to be subject to the applicable environmental legislation and to the applicable environmental and social protection regime stipulated in the James Bay and Northern Québec Agreement but subject to the provisions of Section 8 of the James Bay and Northern Québec Agreement.

### **REMEDIAL WORKS, EMPLOYMENT AND CONTRACTS**

- 4.2 Québec will encourage and facilitate the signature of agreements between promoters and the Crees concerning remedial works, employment and contracts in respect to hydroelectric projects in the Territory.
- 4.3 Québec will ensure that Hydro-Québec encourage partnerships and joint ventures with Cree Enterprises and enter into agreements with the Crees concerning remedial works, employment and contracts resulting from its activities in the Territory.
- 4.4 The applicable parameters of construction contracts for the Crees and Cree Enterprises in regard to a specific hydroelectric project will be set out in separate agreements for each such project, being understood that these contracts shall be consistent with the proponent's usual requirements in regard to quality, costs and timelines.
- 4.5 Québec will adopt administrative measures, notably in collaboration with the Commission de la Construction du Québec, in order to facilitate the access by Cree workers to employment opportunities resulting from hydroelectric development in the Territory.
- 4.6 The agreements referred to in paragraphs 4.3 and 4.4 for the EM 1 Project and the Eastmain 1-A/Rupert Project are those referred to in sections 4.10 and 4.16 respectively.

### **EM 1 PROJECT**

- 4.7 The parties acknowledge that the EM 1 Project described in the Nadoshtin Agreement referred to in section 4.10 of this Agreement, as a stand-alone project, substantially conforms to the EM 1 project as contemplated by paragraph 8.1.2 of the JBNQA, and, subject to the provisions hereof, the Crees consent to the construction of the EM 1 Project which may begin subsequent to the coming into force of this Agreement.

- 4.8 Québec undertakes to implement the terms of Schedule 1 of the Nadoshtin Agreement.
- 4.9 Hydro-Québec will assume the costs of all remedial works required under government authorizations for the EM 1 Project.
- 4.10 Remedial works for the Crees, employment for Crees, contracts for Crees and Cree Enterprises and various other matters concerning the EM 1 Project are set out in a separate agreement between the Grand Council of the Crees (Eeyou Istchee) and Hydro-Québec executed contemporaneously with this Agreement and known as the *Nadoshtin Agreement*.

#### **EASTMAIN 1-A/RUPERT PROJECT**

- 4.11 In consideration of this Agreement, the Crees consent to the carrying out of the Eastmain 1-A/Rupert Project. This consent does not extend to any other project. The parties reserve their respective positions in regard to other projects, including their positions as to whether or not Cree consent is required for any specific project.
- 4.12 The Eastmain 1-A/Rupert Project will be subject to the applicable environmental legislation and to the environmental and social protection regime stipulated in Section 22 of the James Bay and Northern Québec Agreement according to the terms of that Section.
- 4.13 The parties will endeavour to harmonize insofar as possible the assessment processes applicable to the Eastmain 1-A/Rupert Project in order to avoid duplication. The parties will work together to ensure efficient and proper evaluations of this project.
- 4.14 The Crees will be directly involved and consulted in the technical description of the Eastmain 1-A/Rupert Project throughout the stages of feasibility studies and permit processes relating to this project.
- 4.15 Hydro-Québec will assume the costs of all the remedial works required under government authorizations for the Eastmain 1-A/Rupert Project.
- 4.16 Remedial works for the Crees, employment for Crees, contracts for Crees and Cree Enterprises and various other matters concerning the Eastmain 1-A/Rupert Project are set out in a separate agreement between the Grand Council of the Crees (Eeyou Istchee) and Hydro-Québec executed contemporaneously with this Agreement. This agreement is known as the *Boumhounan Agreement*.

- 4.17 No Cree Category I lands will be flooded or used for a new road or for a new or relocated power line in relation to the Eastmain 1-A/Rupert Project. There exists a possibility that certain Category II lands may be flooded or used for a new road or a new or relocated power line in relation to the Eastmain 1-A/Rupert Project. It is understood that the use of Category II lands for such purposes will be avoided as much as possible and, should such lands nevertheless be so required, they will be replaced.
- 4.18 Québec agrees to discuss with the Cree Bands of Waskaganish, Waswanipi and Nemaska a revised land selection for their Cree Category I lands forthwith upon the receipt by the proponent of all required authorizations to proceed with the construction of the Eastmain 1-A/Rupert Project thus resulting in the definitive abandonment of the Nottaway, Broadback and Rupert (N.B.R.) Complex. This revision will concern the possible reconfiguration of these lands to take into account the abandonment of the N.B.R. Complex.

#### **FULFILMENT OF CERTAIN PAST UNDERTAKINGS OF HYDRO-QUÉBEC**

- 4.19 The Grand Council of the Crees (Eeyou Istchee) and Hydro-Québec have executed contemporaneously with this Agreement the Cree Employment Agreement (Eeyou Apatisiwin Niskamon) relating to the employment of one hundred and fifty (150) Crees in permanent Hydro-Québec jobs as contemplated under subsection 11.2 of the La Grande (1986) Agreement.
- 4.20 The Grand Council of the Crees (Eeyou Istchee) and Hydro-Québec have also executed contemporaneously with this Agreement a new Mercury Agreement.
- 4.21 The Grand Council of the Crees (Eeyou Istchee) and Hydro-Québec have also executed contemporaneously with this Agreement a new agreement respecting the fulfilment of certain undertakings of Hydro-Québec towards the James Bay Crees and setting up an exchange table in order to improve relations between Hydro-Québec and the James Bay Crees.

#### **CONNECTION OF WASKAGANISH AND WHAPMAGOOSTUI TO HYDRO-QUÉBEC NETWORK**

- 4.22 The modalities relating to the connection by Hydro-Québec to its network of Waskaganish within five (5) years and of Whapmagoostui as soon as possible are set out in an agreement between the Grand Council of the Crees (Eeyou Istchee) and Hydro-Québec executed contemporaneously with this Agreement.

## **Chapter 5 -- MINING**

### **GENERAL PRINCIPLES**

- 5.1 Mining projects will continue to be subject to the applicable environmental legislation and to the applicable environmental and social protection regime stipulated in the James Bay and Northern Québec Agreement.

### **REMEDIAL WORKS, EMPLOYMENT AND CONTRACTS**

- 5.2 Québec will facilitate and encourage agreements between promoters and the Crees concerning remedial works, employment and contracts in respect to any future mining activities in the Territory, including exploration.

### **MINERAL EXPLORATION**

- 5.3 Québec will promote and facilitate the participation of the James Bay Crees in mineral exploration activities in the Territory. In particular, Québec and the Crees will set up before April 1<sup>st</sup>, 2002 a Mineral Exploration Board which will be largely composed of Cree representatives but with some representation by Québec. This Board will benefit as of the 2001-02 Financial Year from the available regular program funding of Québec for such purposes presently set at three hundred thousand dollars (\$300,000) per Financial Year. The main purposes of this Mineral Exploration Board will be to:
- a) assist the Crees in accessing mineral exploration opportunities;
  - b) facilitate the development of mineral exploration activities by Cree Enterprises;
  - c) facilitate and encourage the access by the Crees and Cree Enterprises to regular Québec program funding and other encouragements for mineral exploration activities;
  - d) act as an entry mechanism for offers of services by Crees and Cree Enterprises in the field of mineral exploration.

## **Chapter 6 -- ECONOMIC AND COMMUNITY DEVELOPMENT**

### **ASSUMPTION BY THE CREES OF CERTAIN JAMES BAY AND NORTHERN QUÉBEC AGREEMENT COMMITMENTS**

- 6.1 For the period from April 1, 2002 to March 31, 2052, the Crees shall assume the obligations of Québec, Hydro-Québec and the Société d'énergie de la Baie James to the Crees under the provisions of the James Bay and Northern Québec Agreement set forth in section 6.3 of this Agreement and concerning Economic and Community development.
- 6.2 The assumption by the Crees of the obligations described in paragraph 6.3 of this Agreement for the period from April 1, 2002 to March 31, 2052 is made in consideration of the funding commitments of Québec under Chapter 7 of this Agreement and subject to the payment by Québec to the Crees through the Recipient of Funding of the annual payments provided for in Chapter 7 of this Agreement in accordance with the terms thereof.
- 6.3 The obligations of Québec, Hydro-Québec and the Société d'énergie de la Baie James contemplated by paragraphs 6.1 and 6.2 hereof relate to the following provisions of the James Bay and Northern Québec Agreement:
- a) Economic development:
    - 28.5 and 24.3.24: Cree Trappers' Association (operation, capital and programs);
    - 28.6: Cree Outfitting and Tourism Association (operation);
    - 28.7: Cree Native Arts and Crafts Association (operation and programs);
    - 28.11.2 a): an Economic Development Agent per community;
    - 28.12: assistance to Cree Entrepreneurs.
  - b) Community development:
    - 8.8.2: supply of electricity to isolated northern communities (by Hydro-Québec) in respect to Waskaganish and Whapmagoostui, subject to Hydro-Québec maintaining the current arrangements as to the supply of electricity to Whapmagoostui and subject to the connection by Hydro-Québec to the Hydro-Québec network of Waskaganish within five (5) years hereof and of Whapmagoostui as soon as possible as provided in section 4.22 of this Agreement;
    - 8.14.2: encouragement by the Société d'énergie de la Baie James and Hydro-Québec of training programs for the Crees;
    - 8.14.3: study by the Société d'énergie de la Baie James and Hydro-Québec of the implementation of a training program for the Crees;
    - 28.9.1, 28.9.2, 28.9.5: training programs or facilities, offices, job recruitment and placement services;
    - 28.11.1 a): community centre in each Cree community;
    - 28.11.1 b): essential sanitation services in Cree communities;
    - 28.11.1 c): fire protection including training, equipment and facilities;
    - 28.11.2 b): community affairs services;
    - 28.14: assistance for friendship centres outside communities;

- 28.16: construction of access roads for Eastmain, Wemindji and Waskaganish (but not the maintenance of these roads which will continue to be assumed by the governments).
- 6.4 The Crees shall carry out the obligations set forth in section 6.3 hereof in accordance with the applicable legislative and regulatory framework of general application such as following applicable construction codes and submitting projects to environmental and social impact assessment where applicable.
- 6.5 The provisions of this Agreement respecting the provisions of Sections 8 and 28 of the James Bay and Northern Québec Agreement described in section 6.3 hereof and the funding thereof do not affect nor are they intended to affect in any manner the obligations and commitments of Canada in the James Bay and Northern Québec Agreement including all those set out in Sections 8 and 28 thereof.

#### **REPEAL OF SUB-SECTION 8.7 OF THE JAMES BAY AND NORTHERN QUÉBEC AGREEMENT**

- 6.6 Sub-Section 8.7 of Section 8 of the James Bay and Northern Québec Agreement as amended by Complementary Agreement no. 4 to the James Bay and Northern Québec Agreement (“Permanent Water Supply at the Eastmain Community”) shall be repealed through the Complementary Agreement attached as Schedule A hereof.
- 6.7 However, the following agreements shall continue to be in force and shall govern the parties to such agreements:
- a) the “Agreement on a Water Supply System in Eastmain” dated December 21<sup>st</sup>, 1998 and January 7<sup>th</sup>, 1999, between Hydro-Québec, the Société d’énergie de la Baie James and the Eastmain Band; and
  - b) the “Agreement to Describe and Ratify the Groundwater Solution in Eastmain” dated August 2000, also between Hydro-Québec, the Société d’énergie de la Baie James and the Eastmain Band.

#### **ACCESS ROADS**

- 6.8 In regard to the last element of paragraph b) of section 6.3 of this Agreement, it is acknowledged by the parties that the access roads contemplated in subsection 28.16 of the JBNQA have been constructed with the exception of the access road to Waskaganish which is still subject to certain construction works under the terms of the Framework Agreement and the Specific Agreement both dated March 19<sup>th</sup>, 1999. In the case of the Waskaganish access road, Québec will complete its undertakings under the said Framework Agreement and Specific Agreement.

- 6.9 For the purposes of the last element of paragraph b) of section 6.3 of this Agreement, the maintenance of access roads includes major and minor repair works to access roads.

#### **MEMORANDUM OF UNDERSTANDING OF 1995 AND IMPLEMENTATION AGREEMENT OF 1998**

- 6.10 Component 1 (economic and community development projects) of the Memorandum of Understanding and of the Agreement on the Implementation of the Memorandum of Understanding, and all related or ensuing Contribution Agreements and Funding Agreements between the Cree Bands and Québec as well as all related or ensuing Tri-Party Agreements between various financial institutions, the James Bay Cree Projects Corporation Ltd. and Québec, will be completed as agreed upon between the parties.
- 6.11 Component 2 (programs and services for elderly and disabled persons) of the MOU and of the Implementation Agreement will be implemented within the framework of discussions under way between the ministère de la Santé et des Services sociaux and the Crees as of the date of coming into force of this Agreement.
- 6.12 The Implementation mechanisms as well as Component 3 (application of economic development programs), component 4 (natural resources) and component 5 (regional authorities) of the MOU and of the Implementation Agreement are repealed as of the coming into force of this Agreement.

#### **DISCHARGE**

- 6.13 Subject to the fulfilment by Québec of its undertakings under this Agreement, the Crees hereby give Québec, Hydro-Québec and SEBJ a full and complete discharge for the period of April 1<sup>st</sup>, 2002 to March 31<sup>st</sup>, 2052 with respect to the implementation by Québec, Hydro-Québec and SEBJ of the provisions of the James Bay and Northern Québec Agreement described in section 6.3 above and of the funding related thereto.

## Chapter 7 -- FINANCIAL PROVISIONS

### GENERAL PROVISIONS

- 7.1 For the period from April 1<sup>st</sup>, 2002 to March 31<sup>st</sup>, 2052, Québec shall pay to the Recipient of Funding, on behalf of the James Bay Crees, an annual amount so that the James Bay Crees may assume for that period the obligations of Québec, Hydro-Québec and la Société d'énergie de la Baie James to the Crees under the provisions of the James Bay and Northern Québec Agreement set forth in section 6.3 of this Agreement and concerning Economic and Community development.
- 7.2 The said annual payment from Québec shall be in the amounts determined pursuant to sections 7.3 to 7.14 hereof and shall be paid by Québec to the Recipient of Funding.

### FUNDING AMOUNTS AND INDEXATION FORMULA

- 7.3 This annual payment from Québec for the first three (3) Financial Years shall be as follows:
- a) for the 2002-2003 Financial Year: twenty-three million dollars (\$23 million);
  - b) for the 2003-2004 Financial Year: forty-six million dollars (\$46 million);
  - c) for the 2004-2005 Financial Year: seventy million dollars (\$70 million).
- 7.4 For each subsequent Financial Year between April 1<sup>st</sup>, 2005 and March 31<sup>st</sup>, 2052, the annual payment from Québec shall be the greater of the two (2) following amounts
- a) seventy million dollars (\$70 million); or
  - b) an amount corresponding to the indexed value of the amount of seventy million dollars (\$70 million) as of the 2005-2006 Financial Year in accordance with the formula described herein that reflects the evolution of the value of hydroelectric production, mining exploitation production and forestry harvest production in the Territory.
- 7.5 An indexation factor will be determined for each Financial Year by comparing to a reference Base established in conformity with section 7.6 the average yearly value of hydroelectric production, mining exploitation and forestry harvest in the Territory in the five year period (moving average) ending on December 31<sup>st</sup> of the calendar year which precedes the Financial Year for which the indexation factor should apply. This indexation factor will be applied to the basic amount of seventy million dollars (\$70 million) in order to determine an indexed value for the payment to be made for that Financial Year. The basic formula to calculate the indexed value of seventy million dollars (\$70 million ) is as follows:

$$70 \text{ M\$ X } \left\{ \left[ \left( \sum_{t=year}^{year+4} \{ P_{Hydroelectricity_t} + P_{Mining} + P_{Forestry} \} \right) \div 5 \right] \div \text{Base} \right\}$$

7.6 The reference Base in the formula set out in section 7.5 is established as follows. The sum value of production in the hydroelectric, forestry and mining sectors is first determined for the fixed reference period from January 1<sup>st</sup>, 1999 to December 31<sup>st</sup>, 2003. From this sum is deducted the yearly maximum production value and the yearly minimum production value for that same reference period. The average of the resultant three year period will serve as the Base reference value for the indexation formula applicable to each Financial Year. The following formula illustrates this calculation:

$$\text{Base} = \left[ \left( \sum_{t=1999}^{2003} \text{Production}_t \right) - \left( \text{MinProduction}_t \right) - \left( \text{MaxProduction}_t \right) \right] \div 3$$

Where:

- a) Production represents the total value of hydroelectric production, mining exploitation and forestry harvest in the Territory for the fixed period of January 1<sup>st</sup>, 1999 to December 31<sup>st</sup>, 2003;
- b)  $\text{Production}_t = \text{PHydroelectricity}_t + \text{PForestry}_t + \text{PMining}_t$ .

7.7 For the purposes of sections 7.5 and 7.6:

- a) *PHydroelectricity* represents the total value of hydroelectric production in the Territory in a calendar year and determined in accordance with the actual production as measured by Hydro-Québec or its successors at each of its power plants or generating facilities operating in the Territory and priced according to the average sale price of electricity (domestic and export) in Canada and the United States of America realized by Hydro-Québec for that period.

For these purposes:

For each calendar year, hydroelectric production volume shall be the sum of the volumes measured by the generator meter readings at each of the concerned power plants less the sum of station service meter readings. The resultant Production Net of Station Services Consumption shall be the applicable production volume subject to the average price.

The average price applicable to the production volume shall be determined as the Total Revenue from all sales of electricity in Canada and the United States of America in the concerned calendar year divided by the Total Sales of electricity (in volume) in Canada and the United States of America in that same year.

- b) *PMining* represents the sum of the total value of mining exploitation extraction shipments in a calendar year for each mine operating in the Territory as reported to le Gouvernement du Québec for the purposes of mining royalties. The shipment values are established by determining the actual shipment quantities or volumes priced according to the actual prices realized by the producers for the product extracted.
- c) *PForestry* represents the sum of the total value of all unprocessed

wood shipments harvested from the Territory in a calendar year and determined by the actual shipment volumes for the Territory for that year priced according to the average price for Québec unprocessed wood shipments (public and private forestry) for the relevant calendar year.

The unprocessed wood shipment volumes for a calendar year shall be determined by le Gouvernement du Québec by reference to the forestry register. The average price for Québec shipments in a calendar year shall be determined by dividing the total value of unprocessed wood shipments for all of Québec for that year, as reported by Statistics Canada, by the total volumes of wood harvested in Québec in that year.

7.8 An indexation factor will be derived in accordance with the formula set out in section 7.5 by dividing by the reference Base established pursuant to section 7.6 the average annual production value of the five (5) calendar year period ending on December 31<sup>st</sup> of the calendar year preceding the Financial Year for which the indexation factor applies. An indexation factor will be derived for each Financial Year in accordance with the average annual production values of the successive five (5) year periods (moving average). It is understood that the Base is fixed since it refers to the reference period of January 1<sup>st</sup>, 1999 to December 31<sup>st</sup>, 2003.

7.9 In further accordance with the formula set out in section 7.5, the indexation factor resulting from the calculation described in section 7.8 will be thereafter multiplied by the base amount of seventy million dollars (\$70 million) in order to calculate the annual payment from Québec for the Financial Year for which the calculation of the indexed value is performed.

7.10 To illustrate, for the first Financial Year of indexation, that is, the 2005-2006 Financial Year, the payment will be calculated as follows if the amount of the payment exceeds seventy million dollars (\$70 million):

$$70 \text{ M\$} \quad \times \quad \left\{ \left[ \left( \sum_{t=2000}^{2004} \{ P_{Hydroelectricity_t} + P_{Mining_t} + P_{Forestry_t} \} \right) \div 5 \right] \div \text{Base} \right\}$$

**ESTIMATES, REVISIONS AND ADJUSTMENTS**

7.11 Before December 31<sup>st</sup> of each year, Québec shall prepare an estimate of the indexed amount for the subsequent Financial Year based on the best information then available concerning production volumes and prices in each of the concerned sectors (hydroelectricity, mining and forestry). At this same date, Québec will revise its prior estimates for the indexed amounts paid for the current Financial Year and for the previous Financial Years taking into account the real production volumes data and price data then available for each of these sectors. This estimate and these revisions will be the subject of discussions with the Recipient of Funding during the month of December of each year.

- 7.12 The estimated data will be replaced as soon as real data are available for each concerned sector (hydroelectricity, mining and forestry). These replacements of data will be carried out as the real data become available for each of the concerned sectors.
- 7.13 In the case where the replacement of estimated data by real data results in a readjustment of the indexation factor for one or more given Financial Years with a consequential revision of the annual payment for this or these Financial Years, the payment for the Financial Year which follows immediately the revision will be adjusted by an equivalent amount in order to fully reflect the required retroactive payment or withholding for each of the concerned Financial Years.
- 7.14 The annual payment for a given Financial Year shall be definitive and shall no longer be the object of revisions three (3) years after all the estimated data for this Financial Year will have been replaced by the available real data.

#### **AUDIT**

- 7.15 At the latest December 31<sup>st</sup> of each year, Québec will provide a written notice to the Recipient of Funding of its estimate of its annual payment for the subsequent Financial Year and of all its revised estimates of annual payments for the current and previous Financial Years. This notice will include detailed explanations and base reference documentation as to the method and data used to make this estimate and these revisions.
- 7.16 The Recipient of Funding may proceed to audit the indexed value of any payment in any Financial Year. Such an audit may be carried out once a year at the discretion of the Recipient of Funding and may concern the current Financial Year or any or all of the five (5) Financial Years preceding the audit. Québec shall facilitate such audit by providing access by the auditors to all the data and calculations and other information reasonably required to carry out the audit subject, when appropriate, to reasonable confidentiality undertakings from the auditors.
- 7.17 In the event that Québec and the Recipient of Funding do not agree on a final determination as to Québec's annual payment for a given Financial Year, the matter may be submitted to the dispute resolution mechanisms set out in this Agreement.

#### **QUARTERLY INSTALMENTS**

- 7.18 The annual payment from Québec for each Financial Year will be paid to the Recipient of Funding in four (4) equal instalments on the first Business Day of the months of April, July, October and January of that Financial Year. These instalments shall be made by means of direct electronic banking transfer to the account designated for this purpose by the Recipient of Funding or by any other means acceptable to both Québec and to the Recipient of Funding.
- 7.19 Should any instalment of the annual payment from Québec not be paid in full at the appropriate date, the amount outstanding shall bear interest at an annual rate determined on a daily basis and equal to the average prime rate of the chartered banks operating in Québec.

**TAXATION AND SEIZURE EXEMPTIONS**

- 7.20 The annual payment from Québec will be exempt from any form of taxation, charge, fee or levy by Québec and will not be subject to privilege, hypothec or any other charge, or to attachment, levy or seizure.

**RECIPIENT OF FUNDING**

- 7.21 The James Bay Crees, acting through the Recipient of Funding, will use this annual payment from Québec for the economic and community development of the James Bay Crees in accordance with the priorities and means which the James Bay Crees, acting through the Recipient of Funding, shall deem appropriate, including support for Cree traditional activities and the creation of a Heritage Fund for the benefit of the James Bay Crees and Cree Bands.
- 7.22 For these purposes, the Recipient of Funding may allocate or distribute the annual payment from Québec and any revenues derived therefrom at its discretion and for a specific purpose or for general purposes to any Cree Enterprise, any Cree Band or to any trust, foundation or fund whose beneficiaries include Crees or Cree Bands or Cree Enterprises or any combination thereof.

**ANNUAL REPORTS**

- 7.23 The Recipient of Funding shall submit to Québec on an annual basis, in the six (6) months following the close of each Financial Year, an annual report and audited financial statements, describing its activities and the use of the annual payment from Québec.
- 7.24 If this annual report and these audited financial statements are not submitted by the Recipient of Funding within this time frame, Québec may submit the matter to the dispute resolution mechanisms set out in this Agreement and, failing resolution through this means, may seek a court order allowing it to suspend subsequent payments pending the submission of said annual report and audited financial statements. The suspended payments will however be re-instituted retroactively, without interest, as soon as these report and audited financial statements have been submitted by the Recipient of Funding.

**CAPITAL PAYMENTS**

- 7.25 The annual payments from Québec constitute capital payments paid to the benefit of the James Bay Crees and Cree Bands pursuant to the JBNQA for community and economic development purposes.

## **Chapter 8 -- CREE DEVELOPMENT CORPORATION**

### **CREATION OF CREE DEVELOPMENT CORPORATION**

- 8.1 There shall be established by legislation of the National Assembly a Cree Development Corporation (the “CDC”) in accordance with the terms set out in this Chapter. Québec will endeavour to have this legislation adopted and in force during the course of the 2002 calendar year.
- 8.2 The CDC will be an autonomous corporation.
- 8.3 The CDC will be a corporation within the meaning of the Québec Civil Code, with the general powers of such a corporation and the special powers provided for in this Chapter. The CDC will also be a joint stock corporation governed by Part II of the *Companies Act* (R.S.Q., c. C-38) with such modifications as are consistent with its objects and mandates.
- 8.4 Its shareholder shall be the Cree Regional Authority.

### **BOARD OF DIRECTORS**

- 8.5 The CDC will be managed by a board of directors composed of eleven (11) members appointed as provided as follows.
- 8.6 Five (5) members of the board of directors of the CDC will be appointed by the Cree Regional Authority. Five (5) members of the board of directors will be appointed by Québec. The Chairperson of the CDC shall be appointed among the Crees by the Cree Regional Authority after consultation with Québec on this matter in order to attempt to appoint a Chairperson who is mutually acceptable.
- 8.7 The directors of the CDC appointed by Québec shall have one (1) vote each on the board of directors and the directors appointed by the Cree Regional Authority, including the Chairperson, shall each have two (2) votes on the board of directors. Dissidences will be recorded in the minutes of the meetings of the directors when requested by a director.
- 8.8 The number of directors to the CDC may be increased with the consent of the Cree Regional Authority and Québec insofar as the control of the CDC remains in the hands of its directors appointed by the Cree Regional Authority.
- 8.9 The fees and expenses of the members of the board of directors of the CDC will be assumed by the party which appoints them. The other operating expenses of the CDC shall be assumed by the corporation.

**OBJECTS AND POWERS**

- 8.10 The CDC will be dedicated to the economic and community development of the James Bay Crees. The CDC will act as a modern development organization with the mandate of:
- a) supporting the long-term development of each Cree community;
  - b) developing an original Cree expertise in the field of economic development and the management of development funds;
  - c) promoting and accelerating job creation for the Crees on the Territory;
  - d) making the Crees active partners of Québec in the economic development of the Territory;
  - e) assisting, promoting and encouraging the creation, diversification or development of businesses, resources, properties and industries with a view to stimulating economic opportunities for James Bay Crees and contributing to their general economic well-being.
- 8.11 The CDC will facilitate the establishment of partnerships between the Crees and Québec as well as with public and private enterprises for the carrying out of development activities on the Territory.
- 8.12 The initiatives the CDC will be authorized to carry out will include:
- a) investing in any undertakings in order to create, maintain or protect jobs for James Bay Crees;
  - b) promoting the training of James Bay Crees in economic matters and enable them to increase their influence on the economic development of the Crees and of Québec;
  - c) stimulating the economy of the James Bay Crees by making strategic investments that will be of benefit to Cree Enterprises and Cree workers;
  - d) promoting the development of Cree Enterprises by inviting individuals, institutions, governments and corporations to participate in that development by subscribing shares of Funds that it may set up for such specific or general purposes;
  - e) the possibility of offering financial products deemed appropriate according to the projects involved, such as loans with or without guarantees, acquisition of financial interests through acquisition of shares, bonds or other securities, grants, loan guarantees and other financial products;
  - f) the possibility of earmarking a portion of its resources for the carrying out of social or community development projects such as housing (loans or grants);
  - g) managing funds, assets, programs or activities at the request of the Cree Regional Authority, Québec or Canada;
  - h) any other initiative of any nature and deemed useful to its objects by its board of directors.

**FUNDING**

- 8.13 The funding made available to the CDC may be provided to it by the Recipient of Funding in the amount and on the dates determined by the Recipient of Funding, as well as progressively, by the financial yields resulting from CDC activities. The Recipient of Funding may provide funding to the CDC through any means the Recipient of Funding deems appropriate including interest or non-interest bearing secured or unsecured loans, convertible or non-convertible debentures, subscription of capital or in any combination thereof.

**HEAD OFFICE**

- 8.14 The corporate seat of the CDC shall be located on Cree Category IA lands. The CDC may also have offices and branches elsewhere.

**DISSOLUTION OF THE JAMES BAY NATIVE DEVELOPMENT CORPORATION**

- 8.15 The provisions of paragraphs 28.2.1 to 28.2.6, of paragraphs 28.3.1 to 28.3.4 and of Sub-section 28.17 of the James Bay and Northern Québec Agreement are repealed through the Complementary Agreement no. 14 attached as Schedule A and replaced therein by the provisions as set out in the said Complementary Agreement.
- 8.16 The *Act respecting the James Bay Native Development Corporation* (R.S.Q., c. S-9.1) will be repealed by the act creating the CDC. The James Bay Native Development Corporation will thus be dissolved by this legislation and its assets, including all shares and interests it holds in other corporations, will be transferred to the CDC. The CDC will be the legal successor to the James Bay Native Development Corporation. The ordinary and Class A shares of the James Bay Native Development Corporation will be cancelled without payment of any compensation and without need to pay any amount of any nature whatsoever to any one of its shareholders from its assets or otherwise.
- 8.17 Upon the coming into force of the said Complementary Agreement and the adoption of the legislation creating the CDC, the James Bay Crees hereby discharge Québec in relation to the James Bay Native Development Corporation and the provisions of paragraphs 28.2.1 to 28.2.6 and of 28.3.1 to 28.3.4 and of Sub-section 28.17 of the James Bay and Northern Québec Agreement as they read prior to the coming into force of the Complementary Agreement.

## Chapter 9 -- LEGAL PROCEEDINGS

- 9.1 The parties to this Agreement maintain their respective legal positions regarding the JBNQA and its interpretation and their powers and rights.
- 9.2 Nevertheless, the parties expect and intend that this Agreement shall chart the course towards mutually satisfactory resolution of disputes and that recourse will only be had to the Courts as a last resort.
- 9.3 The parties agree to take the required measures to bring an end to the pending litigation between them or in which they are involved to the maximum extent possible and so pave the way to a new era of cooperation.
- 9.4 The parties specifically acknowledge that certain of the legal proceedings of the Crees will continue as against the Federal Government. However, the Crees agree that they will attempt to avoid any negative impact on their relation with Québec as a result of the continuance of the legal proceedings in which the Attorney General of Canada is Defendant.
- 9.5 In order to meet the purposes of this Agreement and to facilitate the renewed relationship referred to herein, the parties undertake to take the measures set forth in this Chapter in respect to the following list of litigation:
- a) *Mario Lord et al. v. The Attorney General of Québec et al.*, S.C.M. 500-05-043203-981 (the *Lord* proceedings).
  - b) *Chief John Kitchen et al. v. The Honourable Paul Bégin et al.*, S.C.M. 500-05-052483-995 (the *Kitchen* proceedings).
  - c) *Grand Chief Ted Moses et al. v. The Attorney General of Québec*, S.C.M. 500-05-065449-017 (the *Moses* proceedings).
  - d) *Grand Chief Matthew Coon Come et al. v. Hydro-Québec, the Attorney General of Québec and the Attorney General of Canada*, S.C.M. 500-05-004330-906 (the *Coon-Come #1* proceedings).
  - e) *Grand Chief Matthew Coon Come et al. v. The Attorney General of Québec and the Attorney General of Canada et al.*, S.C.M. 500-05-027984-960 (the *Coon-Come #2* proceedings).
  - f) *Chief Abel Bosum et al. and the Oujé-Bougoumou Cree Nation v. The Attorney General of Québec*, S.C.M. 500-05-017463-934 (the *Bosum Superior Court* proceedings).
  - g) *Chief Kenneth Gilpin et al. v. Hydro-Québec, The Attorney General of Québec and the Honourable Pierre Paradis*, S.C.M. 500-05-011892-922 (the *Gilpin* proceedings).
  - h) *The Grand Council of the Crees (of Québec) et al. v. le Procureur général du Québec et al.*, S.C.M. 500-05-011243-803 (1980 *GCCQ Health* proceedings).
  - i) *The Grand Council of the Crees (of Québec) et al. v. The Attorney General of Québec et al.*, S.C.M. 500-05-001440-807 (the *GCCQ Air Transport* proceedings).

- j) *Tawich Development Corporation v. Deputy Minister of Revenue of Québec*, C.Q.M. 500-02-012845-926, 500-02-019379-945, 500-02-012499-955; Q.C.A. 500-09-004495-974; S.C.C. 28033 (the *Tawich* proceedings).
  - k) *Société de conservation du Saguenay Lac St-Jean et Société de protection des forêts contre le feu c. Corporation foncière de Mistassini et le Procureur général du Québec et le Grand Conseil des Cris (du Québec) et l'Administration régionale crie*, S.C. District of Abitibi 170-05-000007-922 (*Mistassini Fire Protection* proceedings).
  - l) *Société de conservation du Nord-Ouest et la Société de protection des forêts contre le feu c. Corporation foncière de Waswanipi et le Procureur général du Québec et le Grand Conseil des Cris (du Québec) et l'Administration régionale crie*, S.C. District of Abitibi 170-05-000021-923 (*Waswanipi Fire Protection* proceedings).
  - m) *Grand Chief Matthew Coon Come et al. v. Her Majesty the Queen in Right of Canada et al.*, F.C.C. T-962-89 (*Federal Court Coon Come* proceedings).
  - n) *The Cree Nation et al. v. Her Majesty the Queen in Right of Canada et al.*, F.C.C. T-1913-90 (*Federal Court Forestry* proceedings).
  - o) *Chief Abel Bosum et al. and the Oujé-Bougoumou Cree Nation v. Her Majesty the Queen in Right of Canada*, F.C.C. T-3007-93 (*Federal Court Bosum* proceedings).
  - p) *Cree School Board, Grand Council of the Crees (Eeyou Istchee), Cree Regional Authority et al. The Minister of Education of Quebec et al.*, v. S.C.M. 500-05-02496-962; Q.A.C. 500-09-006311-989; 500-09-006312-987 (the *Cree education* proceedings).
- 9.6 The *Lord* proceedings shall be discontinued by the Cree parties without costs as against the Attorney General of Québec, the Provincial Administrator under Section 22 of the JBNQA, the Honourable Paul Bégin, and the Honourable Guy Chevrette. Québec accepts that this discontinuance shall be made without costs to any of these parties.
- 9.7 The Cree parties to the *Lord* proceedings will offer a discontinuance without costs to the other parties to the *Lord* proceedings. The *Lord* proceedings will be discontinued without costs to the Cree parties and to any Defendant in the *Lord* proceedings not referred to in section 9.6 accepting such a discontinuance without costs. Québec shall facilitate the proposed discontinuance without costs.
- 9.8 Should any of the Defendants in the *Lord* proceedings refuse the proposed discontinuance without costs, the Cree parties to the *Lord* proceedings and Québec will jointly apply to the Superior Court to declare the proceedings to have been discontinued without costs to any of the parties to such proceedings.

- 9.9 The *Kitchen* proceedings shall be discontinued by the Cree parties thereto without costs to any of the parties to such proceedings. Québec accepts such discontinuance without costs in regard to all Defendants. The mis-en-cause shall be offered a discontinuance without costs as against it and Québec undertakes to facilitate such discontinuance without costs. The provisions of sections 9.7 and 9.8 shall apply *mutatis mutandis* to the mis-en-cause.
- 9.10 The *Moses* proceedings shall be discontinued by the Cree parties thereto without costs to any of the parties to such proceedings. Québec accepts such discontinuance without costs.
- 9.11 The *Coon Come #1 and #2* proceedings shall be discontinued, without costs, by the Cree parties hereto as against Québec in respect to all allegations and conclusions except those relating to Sections 11B, 14, 18 and 19 of the JBNQA. Québec accepts such partial discontinuance without costs.
- 9.12 In respect to the allegations and conclusions of the *Coon Come #1 and #2* proceedings relating to Sections 11B, 14, 18 and 19 of the JBNQA, the Cree parties to the proceedings and Québec agree to suspend the proceedings against Québec until March 31<sup>st</sup>, 2005 in order to facilitate the resolution of the issues in respect to these Sections. Québec renounces to any right respecting any ensuing delays and shall not apply for peremption of suit.
- 9.13 Forthwith upon the execution of this agreement and until March 31<sup>st</sup>, 2005, at the latest, the James Bay Crees and Québec shall negotiate to resolve the issues relating to Sections 11B, 18 and 19 of the JBNQA under the aegis of the Standing Liaison Committee and those issues related to Section 14 under the aegis of the existing MSSS – Cree Table. The framework for the resolution of issues relating to section 19 of the JBNQA is set out in sections 10.11 to 10.16 of this Agreement.
- 9.14 Upon the resolution of the issues relating to any one of Sections 11B, 14, 18 and 19 of the JBNQA pursuant to the process contemplated by section 9.13, the remainder of the *Coon Come #1 and #2* proceedings as against Québec relating to any resolved Section of the JBNQA shall be discontinued by the Cree parties thereto without costs. Québec undertakes to accept the discontinuance, without costs, of the remainder of the *Coon Come #1 and #2* proceedings then pending against Québec so resolved.
- 9.15 The *Coon Come #1 and #2* proceedings shall also be partially discontinued by the Cree parties thereto without costs as against or in favour of Defendants Hydro-Québec and SEBJ in consideration of and subject to the agreements between the James Bay Crees, Hydro-Québec and SEBJ referred to in sections 4.19 to 4.21 hereof. The terms of this partial discontinuance and the list of issues which remain to be resolved are set out in a separate agreement between the CRA, Hydro-Québec and the SEBJ.
- 9.16 The *Coon Come #2* proceedings shall be discontinued by the Cree parties in regard to the SDBJ without costs to any of the parties to such litigation. Québec will ensure that the SDBJ will accept such discontinuance without costs. The *Federal Court Coon Come* proceeding will be amended by the Cree parties in order to no longer refer therein to the SDBJ.

- 9.17 The *Coon Come #1 and #2* proceedings, the *Federal Court Coon Come* proceedings and the *Federal Court Bosum* proceedings may continue as against the Attorney General of Canada (AGC) except that the Cree parties shall no longer invoke their allegations as particularized and conclusions relating to breaches by the AGC of its trust and fiduciary obligations:
- a) in relation to any breaches by Québec of its obligations under the JBNQA and other agreements, undertakings and commitments;
  - b) in relation to any breaches pertaining to the lands and natural resources in Québec.
- 9.18 There may be a final judgment condemning Canada to pay amounts to Plaintiffs in the *Coon Come #1 or #2* proceedings or in the *Federal Court Coon Come* proceeding or in the *Federal Court Bosum* proceedings and a contemporaneous or subsequent condemnation by final judgment against Québec, at the request of Canada, to pay the whole or part of such amounts to Canada or the Crees. This may arise as a result of an action in warranty or intervention or similar proceeding by Canada against Québec. In the event of an action in warranty by Canada against Québec, the Crees will participate in the response of the Attorney General of Québec in such proceedings by supporting the positions related to the limits of the action in warranty in consideration of the terms of the present Agreement. In the event of a condemnation consequent upon a judgment against Québec as a result of a final judgment in the *Coon Come #1 or #2* proceedings or in the *Federal Court Coon Come* proceedings or in the *Federal Court Bosum* proceedings, the Cree parties undertake to indemnify Québec to the extent of any such monetary award against Québec. However, any indemnification to Québec hereunder shall in no case exceed the total amount of any monetary award in favour of the Cree parties in virtue of a final judgment in the *Coon Come #1 or #2* proceedings, the *Federal Court Coon Come* proceedings or the *Federal Court Bosum* proceedings as the case may be. In the event of a direct condemnation against Québec in favor of the Crees within the framework of such action in warranty by Canada, the Crees will produce to the Court a declaration of satisfaction of such judgement in favor of Québec without pursuing the execution of such judgement and in consideration of the present Agreement.
- 9.19 For greater certainty, this Agreement shall not affect or be deemed to affect the continuation of the *Coon Come #1 and #2* proceedings or the *Federal Court Coon Come* proceedings or the *Federal Court Bosum* proceedings as against the AGC in respect to:
- a) Breaches by the AGC of its obligations under the JBNQA and the *James Bay and Northern Québec Native Claims Settlement Act* and under the agreements, undertakings and commitments described in Schedule B of the *Coon Come #2* proceedings, whether such obligations are particular or distinct to the AGC or joint obligations with Québec where Canada's share is only sought.
  - b) Breaches by the AGC of the rights of plaintiffs outside of Québec as well as breaches by the AGC of the treaty rights of plaintiffs outside of Québec.
  - c) Aboriginal rights and title of the Cree plaintiffs outside of Québec.

- d) Subject to section 9.17, breaches by the AGC of its common law trust and fiduciary obligations to the James Bay Cree.
  - e) Subject to section 9.17, breaches by the AGC of the treaty relationship between the James Bay Crees and the federal Crown.
  - f) Breaches by the AGC of its obligations to the Crees under the Constitution of Canada and any federal legislation.
  - g) Any other issues which are not incompatible with the provisions of this Agreement.
- 9.20 The elements of the *Bosum Superior Court* proceedings pertaining to natural resources development shall be discontinued as against Québec, by the Cree parties, without costs to any parties. Québec accepts that the discontinuance shall be made without costs.
- 9.21 The other elements of the *Bosum Superior Court* proceedings shall be suspended until March 31<sup>st</sup>, 2005 and dealt with in the framework contemplated by section 10.4.
- 9.22 The *Gilpin* proceedings shall be discontinued by the Cree parties thereto without costs to any of the parties. Québec accepts such discontinuance without costs for itself and the Honourable Pierre Paradis and ensures that Hydro-Québec will also accept a discontinuance as against Hydro-Québec without costs to any of the parties to such proceedings.
- 9.23 The 1980 *GCCQ Health* proceedings shall be suspended until March 31<sup>st</sup>, 2005 and dealt with in accordance with the provisions of sections 9.12 to 9.14.
- 9.24 Notwithstanding section 9.23, the 1980 *GCCQ Health* proceedings may be continued by the Cree individuals with claims, at their option, and the proceedings may also be severed. The individual parties may also elect to have their claims dealt with in the negotiations contemplated by section 9.13 of this Agreement.
- 9.25 The *GCCQ Air Transport* proceedings shall be discontinued by the Cree parties thereto without costs as against Québec and l'Honorable Denis de Belleval then Ministre des Transports du Québec. Québec accepts such discontinuance as against it and that minister without costs. The Cree parties shall offer to the Defendants which remain and the mis-en-cause, a discontinuance without costs. In the event that such discontinuance is accepted by those parties, the entire *GCCQ Air Transport* proceedings shall be discontinued without costs forthwith upon such acceptance.
- 9.26 The *Tawich* proceedings pending before the Supreme Court of Canada shall be discontinued without costs in all the Courts. Québec accepts such discontinuance without costs.
- 9.27 The discontinuance of the *Tawich* proceedings provided for in section 9.26 shall be subject to an agreement between the parties to this Agreement in relation to resulting past financial liability of certain development corporations in respect to taxes on paid-up capital.

- 9.28 Québec ensures that the Société de protection des forêts contre le feu (SOPFEU) will withdraw and abandon all claims which are the object of the *Mistissini and Waswanipi Fire Protection* proceedings, including the relief sought, as well as any other claim or recourse of any nature whatsoever which it has or could have or might assert for the period prior to April 1<sup>st</sup>, 2002 respecting forest fire protection regarding Waswanipi and Mistissini Category IB lands and the payment of any applicable forest fire protection fee respecting Waswanipi and Mistissini Category IB lands.
- 9.29 Québec will withdraw and abandon all claims which are the object of the *Mistissini and Waswanipi Fire Protection* proceedings, including the relief sought, as well as any other claim or recourse of any nature whatsoever which it has or could have or might assert prior to April 1<sup>st</sup>, 2002 respecting forest fire protection regarding Waswanipi and Mistissini Category IB lands and the payment of any applicable forest fire protection fee respecting Waswanipi and Mistissini Category IB lands.
- 9.30 For the period subsequent to March 31<sup>st</sup>, 2002, the Mistissini Landholding Corporation or any entity designated by the Cree Nation of Mistissini will assume the applicable forest fire protection fees assessed for Mistissini Category 1B lands as provided for in the *Forest Act* and regulations thereunder and the by-laws of SOPFEU. For the period subsequent to March 31<sup>st</sup>, 2002, the Waswanipi Landholding Corporation or any entity designated by the Cree Nation of Waswanipi will assume the applicable forest fire protection fees assessed for Waswanipi Category 1B lands as provided for in by the *Forest Act* and regulations thereunder and the by-laws of SOPFEU.
- 9.31 It is acknowledged that the *Federal Court Forestry* proceedings relate to federal environmental impact assessment and review of certain forestry operations and constitute legal proceedings concerning forestry. Consequently, the Cree parties to the proceedings shall offer to Her Majesty the Queen in Right of Canada, Defendant Ministers and Defendant Federal Administrator a discontinuance without costs of these proceedings. Should such discontinuance without costs be accepted by those Defendants, the Cree parties to the *Federal Court Forestry* proceedings shall discontinue the proceedings without costs upon such acceptance.
- 9.32 The Cree parties shall also offer the mis-en-cause Domtar Inc. a discontinuance without costs in the *Federal Court Forestry* proceedings. Should mis-en-cause Domtar Inc. accept such a discontinuance without costs, the *Federal Court Forestry* proceedings shall be discontinued as against it.
- 9.33 It is specifically confirmed that the allegations and conclusions of the *Coon Come #1 and #2* proceedings concerning the recognition of land designated as Block D as part of Category IA land will be fully and completely settled by the Cree parties in consideration of and subject to the terms of section 10.1 and of schedule D hereof.

- 9.34 Québec will not appeal before the Supreme Court of Canada the *Cree education proceedings* and will not intervene in this case should Canada appeal it. The parties agree that the general funding framework of Cree education entitled "Funding Rules for Operations and Investment Grants: Terms of Reference for the Purposes of the Approval of the Cree School Board Budget" will continue to be established according to the budgetary rules currently agreed to between them and will be updated by the parties in 2004 and periodically thereafter to take into account changes in the needs of the Cree School Board, the whole subject to the already agreed to discussions on the future funding of adult education.
- 9.35 Subject to the terms of this Chapter, the James Bay Crees undertake not to institute other legal proceedings in respect to the past implementation by Québec, Hydro-Québec, SEBJ, or SDBJ of the JBNQA and the Forest Act. For the purposes hereof the period comprising the past implementation of the JBNQA and the Forest Act constitutes the period between the date of signature of the JBNQA and the date of signature of this Agreement.
- 9.36 The provisions of this Agreement do not affect the rights and recourses of the Crees and of Crees individuals resulting from contaminants (such as mercury or other metals and substances) arising from the development of the Territory.
- 9.37 The James Bay Crees and Québec undertake that within the six months which follow the execution of the present Agreement, they will cause to be filed in the records of the Courts the documents necessary to give effect to the discontinuances and other measures contemplated by this Chapter.

## **Chapter 10 -- OTHER PROVISIONS**

### **BLOCK D**

- 10.1 Québec and the Crees confirm the settlement of their differences concerning the Chisasibi “Block D” lands. The terms of this settlement are set out in Schedule D hereof.

### **MODIFICATIONS TO THE CREE TRAPPERS’ ASSOCIATION AND THE CREE OUTFITTING AND TOURISM ASSOCIATION AGREEMENTS**

- 10.2 The “Agreement Regarding the Cree Trappers’ Association” between Québec, the Cree Trappers’ Association, the Grand Council of the Crees (Eeyou Istchee) and the Cree Regional Authority signed on December 19<sup>th</sup>, 2000 and January 9<sup>th</sup>, 2001 will cease to be in force as of March 31<sup>st</sup>, 2002. For greater certainty, the parties confirm that the said agreement and the funding provided thereunder by Québec shall be maintained for the 2000-2001 and 2001-2002 Financial Years.
- 10.3 The “Agreement Regarding the Cree Outfitting and Tourism Association” between Québec, the Cree Outfitting and Tourism Association, the Grand Council of the Crees (Eeyou Istchee) and the Cree Regional Authority signed on December 19<sup>th</sup>, 2000, January 9<sup>th</sup>, 2001 and January 18<sup>th</sup>, 2001 will cease to be in force as of March 31<sup>st</sup>, 2002. For greater certainty, the parties confirm that the said agreement and the funding provided thereunder by Québec shall be maintained for the 2000-2001 and 2001-2002 Financial Years.

### **LAND TRANSFER BETWEEN MISTISSINI AND OUJÉ-BOUGOUMOU**

- 10.4 The parties agree to allow the definitive settlement of the transfer of lands between Oujé-Bougoumou and Mistissini and of the “Abel Bosum” proceedings in regard to Québec in conformity with the framework set out in Schedule G.

### **PROVINCIAL SHARE OF OPERATING COSTS OF ENVIRONMENTAL COMMITTEES**

- 10.5 For the period of April 1<sup>st</sup>, 2002 to March 31<sup>st</sup>, 2052, the Cree Regional Authority will contribute half of Québec’s shares of the funding for the regular and normal secretariat services of the James Bay Advisory Committee on the Environment and of the Evaluating Committee provided for in Section 22 of the JBNQA in accordance with the following provisions:

- a) Canada must fund the said secretariat services equally with Québec. Thus, the Cree Regional Authority's contribution thereto will be a portion of Québec's share of the funding of these secretariat services (i.e. a maximum of 25% of the costs of the regular and normal secretariat services);
  - b) the level of the Cree Regional Authority's contribution for these secretariat services must be jointly agreed to between Québec and the Cree Regional Authority every five (5) years. Failing such an agreement, the matter will be submitted for resolution to the dispute resolution mechanisms set out in this Agreement;
  - c) the contribution of the Cree Regional Authority for these secretariat services will not include any costs for carrying out public hearings or public consultations should any of these Committees be called upon to carry out such public hearings or consultations;
  - d) the contributions of the Cree Regional Authority for these secretariat services for the period of April 1<sup>st</sup>, 2002 to March 31<sup>st</sup>, 2007 are set out in a separate agreement between the parties;
  - e) the Cree Regional Authority will have a voice in the selection of staff and in other matters affecting these secretariat services.
- 10.6 For the period of April 1<sup>st</sup>, 2002 to March 31<sup>st</sup>, 2052, the Cree Regional Authority will contribute half of Québec's funding for the normal and regular staff of the Provincial Review Committee provided for in Section 22 of the JBNQA in accordance with the following provisions:
- a) the level of the CRA's contribution for the normal and regular staff of the Provincial Review Committee must be jointly agreed to between Québec and the Cree Regional Authority every five (5) years. Failing such an agreement, the matter will be submitted for resolution to the dispute resolution mechanisms set out in this Agreement;
  - b) the contribution of the Cree Regional Authority for such purposes will not include any costs for carrying out public hearings or public consultations nor the costs of any additional staff, expert advice or any reports related to large development projects such as (but not limited to) hydroelectric projects and mining exploitation projects;
  - c) the contribution of the Cree Regional Authority for the normal and regular staff of the Provincial Review Committee for the period of April 1<sup>st</sup>, 2002 to March 31<sup>st</sup>, 2007 is set out in a separate agreement between the parties;
  - d) the Cree Regional Authority will have an equal voice with Québec in the selection of staff and in other matters affecting these secretariat services.

## **FUNDING OF LOCAL CREE BENEFICIARY REGISTRATION SERVICES AND LOCAL ENVIRONMENTAL SERVICES**

10.7 As of April 1<sup>st</sup>, 2002, the Cree Regional Authority will assume the funding undertakings of Québec towards Cree Bands set out in the following agreements related to local Cree beneficiary registration services and local environmental services under Québec's responsibilities:

- a) section 4 of the "Contract of the Local Registration Officer" entered into by Québec and various Cree Bands in 1983, an example of which for the Cree Band of Chisasibi is attached as Schedule E;
- b) the Financial Provisions set out in sections 4 to 6 of the "Memorandum of Agreement between the Minister of the Environment and various Cree Bands" regarding funding of the Program for the local environment administrator, an example of which for the First Nation of Whapmagoostui dated December 22<sup>nd</sup>, 2000 and February 8<sup>th</sup>, 2001 is attached as Schedule F.

The future amounts of funding in this respect will be determined and assumed by the Cree Regional Authority until March 31<sup>st</sup>, 2052.

## **SOCIÉTÉ DE DÉVELOPPEMENT DE LA BAIE JAMES**

10.8 The Société de développement de la Baie James will be instructed by Québec to encourage joint ventures and partnerships with Cree Enterprises in specific fields or activities including tourism, road maintenance, fuel distribution, mining exploration and exploitation, forestry exploitation, construction, transportation and other ventures. The Société de développement de la Baie James will further be instructed by Québec to encourage economic and community development initiatives by James Bay Crees and Cree Enterprises and to favour joint ventures and partnerships in these regards.

10.9 Québec ensures that the SDBJ will, forthwith upon the execution of this Agreement, enter into negotiations with the CRA. It is intended that these negotiations be completed by March 31<sup>st</sup>, 2003 at the latest. These negotiations will address more particularly:

- a) the relations between the Crees and SDBJ;
- b) the concrete measures related to the implementation by the SDBJ of section 10.8 of this Agreement; and
- c) updating the Agreement dated November 11<sup>th</sup>, 1975 between SDBJ and the Grand Council for the Crees (Eeyou Istchee).

10.10 At the latest September 30<sup>th</sup>, 2002, Québec will appoint one member of the Board of directors of the SDBJ from among the James Bay Crees and in consultation with the CRA.

**POLICING SERVICES**

- 10.11 The parties agree to the principle of a Complementary Agreement to the JBNQA modifying its sub-sections 19.1 and 19.2 in order to apply a new concept of Cree regional policing:
- a) responsible for local policing services for the Cree communities including certain specialized services (Cree Category IA lands and Cree Category IB lands); and
  - b) assuming a role and responsibilities for policing services, in collaboration with the Sûreté du Québec, on Category II lands and on Category III lands contemplated by paragraph 22.1.6 of the JBNQA, the whole in accordance with arrangements which remain to be discussed between the Parties in consultation with the concerned police forces.
- 10.12 This Complementary Agreement will establish the number of Cree police officers according to a ratio of one (1) police officer for every two hundred and fifteen (215) Cree and non-Cree residents on Cree Category IA and IB lands. A total of sixty-five (65) police officers will be allocated upon the signature of the Complementary Agreement, for the duration of the tri-party and 5-year funding agreement to be concluded on Cree policing services. The review of the complement of police officers will thereafter take place every five (5) years, according to this ratio, provided however that the total of sixty-five (65) police officers will not be reduced by this review.
- 10.13 The funding for the Cree regional policing services will be assumed by the governments in accordance with the following formula: 52% assumed by Canada and 48% assumed by Québec.
- 10.14 The provisions of sections 10.11 to 10.13 will expire on March 31<sup>st</sup>, 2005 unless before that date:
- a) a tripartite agreement has been reached between Québec, the Cree Regional Authority and Canada concerning the terms and conditions of these modifications to sub-sections 19.1 and 19.2 of the JBNQA, and
  - b) a funding agreement has been reached between Québec, the Cree Regional Authority and Canada concerning the funding levels for the Cree regional policing services for the first five (5) years of its operations.
- 10.15 The parties agree that the date of March 31<sup>st</sup>, 2005 is an ultimate date and they rather wish to reach the required agreements as soon as possible and ideally before March 31<sup>st</sup>, 2003.
- 10.16 As interim measures:
- a) Québec agrees to fund its share (48%) of eight (8) additional Cree police officers as of April 1<sup>st</sup>, 2002, in accordance with the terms and conditions set out in the Agreement concerning funding for local Cree policing services signed in December 1998 between the Grand Council of the Crees (Eeyou Istchee), the Cree Regional

Authority, Québec and Canada but subject to funding by Canada (52%) for these purposes;

- b) the parties agree to seek an extension of the said Agreement concerning funding for local Cree policing services until the agreements set out in section 10.14 have been reached or, failing such agreements, until March 31<sup>st</sup>, 2005;
- c) Québec will provide to the CRA on April 1<sup>st</sup>, 2002 its share (48%) of an additional non-recurrent amount of one hundred fifty thousand (\$150,000) in order to fund equipment and training for the additional Cree police officers but subject to funding by Canada (52%) for these purposes. Québec will also provide to the CRA its share (48%) of an additional non-recurrent amount of two hundred fifty thousand (\$250,000) for such purposes when, as the case may be, the agreements set out in section 10.14 have been reached.

## **CONSERVATION OFFICERS**

10.17 Québec will maintain its existing complement of Wildlife Conservation Officers in the Territory and it will train and hire the following additional Wildlife Conservation Officers by April 1<sup>st</sup>, 2003:

- a) two (2) full-time Wildlife Conservation Officers for the traditional territory of the Chisasibi Band;
- b) two (2) half-time Wildlife Conservation Officers for each of the traditional territories of the other Cree Bands, for a total of eight (8) additional equivalent full-time Wildlife Conservation Officers;
- c) two (2) full-time Wildlife Conservation Officers assigned more particularly to the control of the territories adjacent to the construction sites of the EM 1 Project and of the Eastmain 1-A/Rupert Project. These agents will be subsequently assigned to the control of the Territory in accordance with the priorities determined in consultation with the Cree Regional Authority.

10.18 By April 1<sup>st</sup>, 2004, Québec will train and appoint one interested Cree hunter and trapper (normally the Cree tallyman) for Cree traplines in the area of Cree primary interest under the meaning of section 24 of the JBNQA as an Auxiliary Wildlife Territorial Officer, for the primary purpose of improving the enforcement of hunting, fishing and trapping legislation and regulations within each concerned trapline. The number of such auxiliaries will be between thirty (30) to fifty (50).

10.19 Should the population of the Territory increase substantially over the duration of this Agreement, Québec will train and hire additional Wildlife Conservation Officers in order to ensure an adequate control of hunting, fishing and trapping activities in the Territory.

## **Chapter 11 -- STANDING LIAISON COMMITTEE**

- 11.1 The parties hereby create a Standing Liaison Committee made up of an equal number of representatives designated by each party.
- 11.2 The Standing Liaison Committee comprises the representatives deemed useful by Québec (of which at least one of Administrator of State rank) in order to adequately carry out the mandate of the Committee. For at least the first three (3) years of its operations, the Secrétaire général associé du Secrétariat aux affaires autochtones and a representative designated by the Secrétaire général du Conseil exécutif will be members of the Committee.
- 11.3 The Standing Liaison Committee also comprises the Chief Representative of the Crees with Québec designated by the Cree Regional Authority as well as any other persons deemed useful by the Cree Regional Authority in order to adequately carry out the mandate of the Committee.
- 11.4 Normally, the representatives of each party at the Standing Liaison Committee will not exceed five (5) persons unless the representatives of the parties at this Committee agree otherwise. A representative on this committee may be occasionally substituted when the circumstances so require.
- 11.5 The Standing Liaison Committee will meet regularly.
- 11.6 The Standing Liaison Committee will have the following principal mandates:
- a) to act as a permanent forum of exchange and of coordination between the Crees and Québec in order to strengthen political, economic and social relations between Québec and the Crees;
  - b) to ensure the harmonious implementation of and efficient follow-up of this Agreement and to resolve other questions pertaining to the implementation of the James Bay and Northern Québec Agreement;
  - c) to act as a privileged forum between the Crees and Québec in order to find mutually acceptable solutions to disputes arising out of the interpretation or implementation of this Agreement or of the James Bay and Northern Québec Agreement when the mechanisms provided therein cannot resolve the dispute to the satisfaction of the parties;
  - d) to address any other issue which is referred to the Committee under the terms of this Agreement or which may be mutually agreed to by the representatives of the parties on the Committee.
- 11.7 The mandate of the Standing Liaison Committee is not to substitute itself for existing committees or forums provided for in the JBNQA or elsewhere, but rather to act as a mechanism to resolve major disputes which have not been otherwise resolved.

- 11.8 The representatives of the parties on the Standing Liaison Committee will attempt in good faith to find appropriate and mutually acceptable solutions in regard to any subject raised with the Committee and they will strive in good faith to ensure the implementation of such solutions by the parties.

## **Chapter 12 -- SETTLEMENT OF DISPUTES**

### **INTRODUCTION**

12.1 Generally, the parties will endeavour to avoid recourse to the judicial system for the purposes of the interpretation and implementation of this Agreement as well as of the James Bay and North Québec Agreement. To this end, the parties agree to put in place a dispute resolution mechanism to ensure that recourse to courts or other forums only occurs as a last resort.

### **DEFINITION**

12.2 For the purposes of this dispute resolution mechanism, a dispute is defined as any controversy, claim or disagreement arising out of the interpretation or implementation of the JBNQA or this Agreement and which is formally raised by any of the parties for these purposes.

### **PARTIES TO THE DISPUTE**

12.3 The only parties authorized to bring disputes for resolution under the present dispute resolution mechanism are the following parties to the JBNQA, namely:

the “Native Party” as defined in Sub-section 1.11 of the JBNQA as regards the Crees, le Gouvernement du Québec, and with respect to disputes arising out of Chapter 8 of the JBNQA, in addition, the Société d’énergie de la Baie James and Hydro-Québec.

### **PROCEDURE TO BE FOLLOWED WITH RESPECT TO RESOLUTION OF DISPUTES**

12.4 The parties will endeavour in good faith to settle the dispute through cooperation and consultation in order to arrive at a mutually satisfactory solution.

12.5 Failing resolution by the parties themselves, the dispute shall be referred for resolution to the Standing Liaison Committee established pursuant to the provisions of chapter 11 of this Agreement.

12.6 Failing resolution by the Standing Liaison Committee, the dispute shall be referred to an independent and impartial third party for mediation as hereinafter set out:

- a) the mediator shall be chosen jointly by the parties, and failing agreement, by a Judge of the Superior Court, upon application to the court;
- b) the parties shall each submit to the mediator their views on the issue in dispute;

- c) the parties undertake that as a condition of the mediation process, to renounce to any prescription acquired and to agree that prescription (if applicable) of any right, claim or matter which is the subject of the dispute shall be interrupted and shall, if necessary, be specifically renounced from time to time until the mediator declares the mediation process to be at an end;
  - d) the mediation process and all proceedings in connection therewith shall be and will remain confidential;
  - e) the mediator shall not issue a Report or make any recommendations unless authorized to do so by all the parties;
  - f) any party may request that the mediator terminate the mediation process when there are reasonable and probable grounds to believe that, despite the best efforts of the parties acting in good faith, no settlement is likely to be reached in the dispute through mediation.
- 12.7 At any time during the course of the mediation process, the parties may agree to grant to the mediator the powers, authority and jurisdiction of an arbitrator, including those of an amiable compositeur, the whole within the meaning, and as set out in the *Civil Code of Québec* and the *Code of Civil Procedure of Québec*.
- 12.8 Each party will assume its expenses related to the mediation and half the expenses and fees of the mediator.

### **Chapter 13 -- FINAL PROVISIONS**

- 13.1 The preamble and the schedules to this Agreement form an integral part thereof.
- 13.2 This Agreement may be amended from time to time with the consent of Québec and of the Cree Regional Authority.
- 13.3 This Agreement shall come into force on the date of its signature by the Parties and shall end March 31<sup>st</sup>, 2052.
- 13.4 Not later than two (2) years before the expiry of this Agreement, the parties shall meet in order to discuss the possible extension or renewal of this Agreement.

**IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED AT  
WASKAGANISH ON THIS 7<sup>th</sup> DAY OF FEBRUARY 2002**

FOR LE GOUVERNEMENT DU  
QUÉBEC:

FOR THE GRAND COUNCIL OF THE  
CRIS (EYYOU ISTCHEE) AND THE  
CRI REGIONAL AUTHORITY :

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Bernard Landry  
Prime Minister

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Ted Moses  
Grand Chief of the Grand Council of the  
Crees (Eeyou Istchee)  
Chairman of the Cree Regional Authority

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Gilles Baril  
Minister of State for Natural Resources  
and Regions  
Minister of Natural Resources  
Minister of Regions  
Minister responsible for the Development  
of Northern Québec

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Edward Gilpin  
Chief of the Eastmain Band

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Rémy Trudel  
Minister of State for Population and  
Native Affairs  
Minister for Native Affairs

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Paul Gull  
Chief of the Waswanipi Band

**SCHEDULE A**

**TEXT OF COMPLEMENTARY AGREEMENTS  
NO. 13 AND NO. 14  
TO THE JAMES BAY AND NORTHERN  
QUÉBEC AGREEMENT**

**COMPLEMENTARY AGREEMENT NO. 13**

**BETWEEN:**        **The CREE REGIONAL AUTHORITY**, a public corporation duly constituted under Chapter 89 of the Statutes of Québec, 1978, now R.S.Q., c. A-6.1, herein acting and represented by Ted Moses, its chairman, duly authorized to execute this Agreement,

**AND:**            **The SOCIÉTÉ D'ÉNERGIE DE LA BAIE JAMES**, a corporation duly incorporated with its head office in Montréal, Québec, herein acting and represented by its president, Élie Saheb, duly authorized to execute this Agreement,

**AND:**            **HYDRO-QUÉBEC**, a corporation duly incorporated with its head office in Montréal, Québec, herein acting and represented by André Caillé, its president, duly authorized to execute this Agreement.

**WHEREAS** Hydro-Québec and the Société d'énergie de la Baie James entered into Complementary Agreement no. 9 to the James Bay and Northern Québec Agreement;

**WHEREAS** Hydro-Québec and the Société d'énergie de la Baie James wish to confirm that Complementary Agreement no. 9 did not affect, restrict, reduce, cancel, or otherwise affect the rights, benefits and undertakings in favour of the James Bay Crees set out in the James Bay and Northern Québec Agreement, including its paragraph 8.10 and the other provisions of its Section 8;

**WHEREAS** the Cree Regional Authority, Hydro-Québec and the Société d'énergie de la Baie James have entered into an agreement concerning the Eastmain-1-A/Rupert Project;

**WHEREAS** this Agreement contains provisions concerning paragraph 8.1.3 of the James Bay and Northern Québec Agreement.

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. Hydro-Québec and the Société d'énergie de la Baie James undertake and confirm that Complementary Agreement no. 9 to the James Bay and Northern Québec Agreement between themselves and Makivik Corporation and dated October 21<sup>st</sup>, 1988, did not apply to the James Bay Crees and did not restrict, reduce, cancel or otherwise affect the rights, benefits and undertakings in favour of the James Bay Crees as set out in the James Bay and Northern Québec Agreement, including its paragraph 8.10 and the other provisions of its Section 8.

This undertaking and confirmation does not constitute a recognition by Hydro-Québec and the Société d'énergie de la Baie James of the rights, benefits and undertakings set out in paragraph 8.10 or of their scope.

2.
  - a) Hydro-Québec and the Société d'énergie de la Baie James, upon a special resolution of their respective board of directors, renounce to the benefit of the words "in relation to the N.B.R. Complex dealing with the development of the Nottaway, Broadback and Rupert Rivers hereinafter referred to as the N.B.R. Complex and" in the introductory part of paragraph 8.1.3 of the James Bay and Northern Québec Agreement;
  - b) Hydro-Québec and the Société d'énergie de la Baie James renounce in the same manner to the benefits conferred on them by sub-paragraphs a), b), c) and d) of paragraph 8.1.3 of the James Bay and Northern Québec Agreement;
  - c) The Cree Regional Authority accepts these renunciations.
3. Section 8 of the James Bay and Northern Québec Agreement is amended by adding section 2 hereof as a sub-paragraph 8.1.4.4 to the James Bay and Northern Québec Agreement.
4. Sub-section 8.7 of Section 8 of the James Bay and Northern Québec Agreement as amended by Complementary Agreement no. 4 is repealed.
5. However, the following agreements shall continue to be in force and shall govern the parties to such agreements:
  - a) the "*Agreement on a Water Supply System in Eastmain*" dated December 21<sup>st</sup>, 1998 and January 7<sup>th</sup>, 1999, between Hydro-Québec, the Société d'énergie de la Baie James and the Eastmain Band; and
  - b) the "*Agreement to Describe and Ratify the Groundwater Solution in Eastmain*" dated August 2000, also between Hydro-Québec, the Société d'énergie de la Baie James and the Eastmain Band.
6. Section 1 of this Complementary Agreement no. 13 is deemed to have been in effect since October 21<sup>st</sup>, 1988.
7. Sections 2 and 3 of this Complementary Agreement shall come into effect at the time of the commencement of the construction of the Eastmain 1-A/Rupert as defined in the Agreement concerning a new relation between le Gouvernement du Québec and the Crees of Québec dated February 7<sup>th</sup>, 2002.

8. This Complementary Agreement shall come into effect upon its signature by the parties.

**IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED AT  
WASKAGANISH ON THIS 7<sup>th</sup> DAY OF FEBRUARY 2002**

CREE REGIONAL AUTHORITY,

---

Ted Moses, Chairman

SOCIÉTÉ D'ÉNERGIE DE LA BAIE JAMES,

---

Élie Saheb, President

HYDRO-QUÉBEC,

---

André Caillé, President

**ENGLIS VERSION****RESOLUTIONS OF HYDRO-QUÉBEC  
AND OF LA SOCIÉTÉ D'ÉNERGIE DE LA BAIE JAMES****EASTMAIN 1-A/RUPERT  
JAMES BAY AND NORTHERN QUEBEC AGREEMENT  
AUTHORIZATION TO RENOUNCE TO CERTAIN BENEFITS**

**WHEREAS** on November 11, 1975 Hydro-Québec and the Société d'énergie de la Baie James (SEBJ) entered into the James Bay and Northern Quebec Agreement with among other the Grand Council of the Crees;

**WHEREAS** in consideration of the consent of the Crees to the carrying out of the Eastmain 1-A/Rupert Project, Hydro-Québec and the SEBJ wish to renounce

- to the benefit of the words “in relation to the N.B.R. Complex dealing with the development of the Nottaway, Broadback and Rupert Rivers hereinafter referred to as the N.B.R. Complex and” in the introductory text of paragraph 8.1.3 of the aforementioned agreement, and
- to the benefits conferred on them by sub-paragraphs a), b), c) and d) of paragraph 8.1.3 of the aforementioned agreement,

this renunciation coming into force at the same time as the beginning of the construction of the Eastmain 1-A/Rupert Project.

IN CONSEQUENCE THEREOF, on a motion duly made and seconded, it is unanimously :

**RESOLVED :**

To authorize Hydro-Québec to renounce, in consideration of the consent of the Crees to the carrying out of the Eastmain 1-A/Rupert Project,

- to the benefit of the words “in relation to the N.B.R. Complex dealing with the development of the Nottaway, Broadback and Rupert Rivers hereinafter referred to as the N.B.R. Complex and” in the introductory text of paragraph 8.13 of the James Bay and Northern Quebec Agreement, and
- to the benefits which are conferred to it by sub-paragraphs a), b), c) and d) of paragraph 8.1.3 of the said agreement,

this renunciation coming into force at the same time as the beginning of the construction of the Eastmain 1-A/Rupert Project;

To authorize the president and director-general of Hydro-Québec or the president of Hydro-Québec Production, or any person which each one of them may designate, or the executive vice-president Corporate Affairs and secretary-general of Hydro-Québec, to do all things useful or necessary to give effect to the present resolution and to sign in the name of Hydro-Québec any act or document required for this purpose.

**EASTMAIN 1-A/RUPERT  
JAMES BAY AND NORTHERN QUEBEC AGREEMENT  
AUTHORIZATION TO RENOUNCE TO CERTAIN BENEFITS**

**WHEREAS** on November 11, 1975 Hydro-Québec and the Société d'énergie de la Baie James (SEBJ) entered into the James Bay and Northern Quebec Agreement with among other the Grand Council of the Crees;

**WHEREAS** in consideration of the consent of the Crees to the carrying out of the Eastmain 1-A/Rupert Project, Hydro-Québec and the SEBJ wish to renounce

- to the benefit of the words “in relation to the N.B.R. Complex dealing with the development of the Nottaway, Broadback and Rupert Rivers hereinafter referred to as the N.B.R. Complex and” in the introductory text of paragraph 8.1.3 of the aforementioned agreement, and
- to the benefits conferred on them by sub-paragraphs a), b), c) and d) of paragraph 8.1.3 of the aforementioned agreement,

this renunciation coming into force at the same time as the beginning of the construction of the Eastmain 1-A/Rupert Project.

**IN CONSEQUENCE THEREOF**, on a motion duly made and seconded, it is unanimously :

**RESOLVED :**

To authorize the Société d'énergie de la Baie James to renounce, in consideration of the consent of the Crees to the carrying out of the Eastmain 1-A/Rupert Project,

- to the benefit of the words “in relation to the N.B.R. Complex dealing with the development of the Nottaway, Broadback and Rupert Rivers hereinafter referred to as the N.B.R. Complex and” in the introductory text of paragraph 8.1.3 of the James Bay and Northern Quebec Agreement, and
- to the benefits which are conferred to it by sub-paragraphs a), b), c) and d) of paragraph 8.1.3 of the said agreement,

this renunciation coming into force at the same time as the beginning of the construction of the Eastmain 1-A/Rupert Project;

To authorize the president and director-general of the corporation or any person he may designate, or the secretary of the corporation to do all things useful or necessary to give effect to the present resolution and to sign in the name of the Société d'énergie de la Baie James any act or document required for this purpose.

**COMPLEMENTARY AGREEMENT NO. 14**

Between: **THE CREE REGIONAL AUTHORITY**, a corporation duly constituted under Chapter A-6.1 of the Revised Statutes of Québec, 1977, herein acting and represented by Ted Moses, its Chairman, duly authorized to sign this Agreement,

and: **LE GOUVERNEMENT DU QUÉBEC** (hereinafter referred to as “Québec”), represented by Mr. Gilles Baril, Minister of State for Natural Resources and Regions, Minister of Natural Resources, Minister of Regions, Minister responsible for the Development of Northern Québec and by Mr. Rémy Trudel, Minister of State for Population and Native Affairs, Minister for Native Affairs,

**WHEREAS** Québec and the James Bay Crees have entered into an Agreement Concerning a New Relationship dated February 7<sup>th</sup>, 2002;

**WHEREAS** this said agreement provides for certain modifications to and certain implementation measures in relation to the James Bay and Northern Québec Agreement (hereinafter the “JBNQA”);

**WHEREAS** the parties have agreed to proceed with this Complementary Agreement to the JBNQA in order to complete their undertakings in this regard set out in the said Agreement;

**NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. The JBNQA is modified by adding the following Section 30A:

“30A Forestry regime

30A.1 The Québec forestry regime will apply in the Territory defined in the Agreement Concerning a New Relationship dated February 7<sup>th</sup>, 2002 in a manner that allows:

- a) adaptations to better take into account and respect the Cree traditional way of life;
- b) greater integration of concerns relating to sustainable development;
- c) participation, in the form of consultation, by the James Bay Crees in the various forest activities planning and management processes.

Specific modalities related to these adaptations, this integration and this participation have been agreed to between Québec and the Cree Regional Authority in an Agreement concerning a new relationship. The calculation of the annual allowable cut will be determined on the basis of management units which will, in principle, be made up of groupings of Cree traplines.

- 30A.2 The adapted forestry regime will establish particular rules and procedures applicable in the territory, will respect the principles set out in this JBNQA and the *Forest Act* (R.S.Q., c. F-4.1) (including the recognition of the forest heritage and the sustainable management of the forest as set out in the preliminary provisions of the *Forest Act*) and it will give due consideration to the protection of the hunting, fishing and trapping rights of the Crees, the protection of Native people, societies, communities and economies, the protection of wildlife resources, of the physical and biotic environment, and of ecological systems.
- 30A.3 The following mechanisms will be instituted to ensure the participation, in the form of consultation, by the James Bay Crees in the various forest activities planning and management processes: the Cree-Québec Forestry Board and the joint working groups.
- 30A.4 The Cree Regional Authority and Québec shall each appoint five (5) members to the Cree-Québec Forestry Board. In addition, a Chairperson shall be appointed to this Cree-Québec Forestry Board by the Québec upon recommendation of the Ministre des Ressources naturelles after consultation with the Cree Regional Authority. Québec and the Cree Regional Authority may agree on the modalities under which such consultation is carried out.
- 30A.5 The Cree-Québec Forestry Board shall have the following main responsibilities:
- a) to monitor, analyse and assess the implementation of the adapted forestry regime for the territory;
  - b) to recommend to Québec and to the Cree Regional Authority, as the case may be, adjustments or modifications to the adapted forestry regime for the territory;
  - c) to bring to the attention of the Ministre des Ressources naturelles proposals, preoccupations and comments related to laws, regulations, policies, programs, management guides and practical field guides related to forestry, as well as guidelines, directives and instructions related to the preparation of all forest management plans;
  - d) to review the implementation mechanisms for the joint working groups regarding the elaboration, the consultations and the monitoring of all forest management plans applicable in the territory;

- e) to be involved in the different planning processes of forest management activities in the territory and to participate in the different stages of the management of forest activities, in particular those connected to the review of the general forest management plans prior to their approval as well as in regard to proposed modifications to those plans. The Board will have 120 days from the receipt of the general plans and 90 days from the receipt of the modifications to make comments to the Ministre des Ressources naturelles prior to the approval of the plans or modifications thereto. The Ministre des Ressources naturelles may extend these timeframes if he deems it appropriate;
- f) to study the annual forest management plans after their approval, which plans shall be sent to the Cree-Québec Forestry Board on demand in order that it may make known to the Ministre des Ressources naturelles, as the case may be, proposals, concerns and comments regarding these plans, and particularly in regard to systemic issues concerning these plans or the process of their elaboration or approval;
- g) any other responsibilities in regard to forestry which may be assigned to it jointly by Québec and the Cree Regional Authority.

30A.6 The joint working groups composed of two members appointed by the concerned Cree community and two members appointed by the Ministre des Ressources naturelles will be established in each Cree community affected by forestry activities in the territory.

30A.7 The joint working groups have the following mandate:

- a) to integrate and implement the specific rules of the adapted forestry regime agreed to by Québec and the Cree Regional Authority;
- b) when required, to elaborate harmonization measures flowing from the technical provisions of the adapted forestry regime;
- c) to ensure that all the pertinent and available data related to forestry will be available to each party;
- d) to review conflictual uses in order to find acceptable solutions;
- e) to discuss any technical issues, including the acquisition of knowledge considered necessary by the joint working group;

f) to ensure the implementation of the processes relating to the preparation, consultation and monitoring of the forest management plans;

g) to adopt internal operating rules."

2. Schedule 2 to Section 22 of the JBNQA is modified by adding at the end of paragraph i) the following:

"or when included in a general forest management plan approved by the Ministre des Ressources naturelles du Québec insofar as such plan has been submitted to the prior consultation of the Cree-Québec Forestry Board as set out in paragraph 30A.5 of Section 30A and when included in an annual forest management plan insofar as such plan has been submitted to prior consultation of the joint working groups as set out in paragraph 30A.7 of section 30A."

3. The provisions of paragraphs 28.2.1 to 28.2.6 and of paragraphs 28.3.1 to 28.3.4 of the JBNQA are repealed and replaced by the following:

28.2 Cree Development Corporation

28.2.1 There shall be established by special legislation of the National Assembly a Cree Development Corporation (the "CDC").

28.2.2 The CDC will be dedicated to the economic and community development of the James Bay Crees. The CDC will act as a modern development organization with the mandate of:

- a) supporting the long-term development of each Cree community;
- b) developing an original Cree expertise in the field of economic development and the management of development funds;
- c) promoting and accelerating job creation for the Crees on the James Bay Territory;
- d) making the Crees active partners of Québec in the economic development of the James Bay Territory;
- e) assisting, promoting and encouraging the creation, diversification or development of businesses, resources, properties and industries with a view to stimulating economic opportunities for James Bay Crees and contributing to their general economic well-being.

- 28.2.3 The CDC will facilitate the establishment of partnerships between the Crees and Québec as well as with public and private enterprises for the carrying out of development activities on the James Bay Territory.
- 28.2.4 The shareholder of the CDC shall be the Cree Regional Authority.
- 28.2.5 The CDC will be managed by a board of directors composed of eleven (11) members. Five (5) members will be appointed by the Cree Regional Authority. Five (5) members will be appointed by Québec. The Chairperson of the CDC shall be appointed among the Crees by the Cree Regional Authority after consultation with Québec on this matter in order to attempt to appoint a Chairperson who is mutually acceptable. The directors appointed by Québec shall have one (1) vote each on the board of directors and the directors appointed by the Cree Regional Authority, including the Chairperson, shall have two (2) votes each on the board of directors.
- 28.2.6 The number of directors to the CDC may be increased with the consent of the Cree Regional Authority and Québec insofar as the control of the CDC remains in the hands of its directors appointed by the Cree Regional Authority."
4. The *Act respecting the James Bay Native Development Corporation* (R.S.Q., c. S-9.1) will be repealed by the act creating the CDC. The James Bay Native Development Corporation will thus be dissolved by this legislation and its assets, including all shares and interests it holds in other corporations, will be transferred to the CDC. The CDC will be the legal successor to the James Bay Native Development Corporation. The ordinary and Class A shares of the James Bay Native Development Corporation will be cancelled without payment of any compensation and without need to pay any amount of any nature whatsoever to any one of its shareholders from its assets or otherwise.
5. The provisions of Sub-section 28.17 of the JBNQA are repealed and replaced by the following:
- "28.17 Other Provisions.
- 28.17.1 For the period from April 1<sup>st</sup>, 2002 to March 31<sup>st</sup>, 2052, the Crees shall assume the obligations of Québec, Hydro-Québec and la Société d'énergie de la Baie James to the Crees under the provisions of the James Bay and Northern Québec Agreement hereinafter set forth and concerning Economic development and Community development:

- a) Economic development:
  - 28.5 and 24.3.24: Cree Trappers' Association (operation and programs);
  - 28.6: Cree Outfitting and Tourism Association (operation);
  - 28.7: Cree Native Arts and Crafts Association (operation and programs);
  - 28.11.2 a): an Economic Development Agent per community;
  - 28.12: assistance to Cree Entrepreneurs.
  
- b) Community development:
  - 8.8.2: supply of electricity to isolated northern communities (by Hydro-Québec) in respect to Waskaganish and Whapmagoostui, subject to Hydro-Québec maintaining the current arrangements as to the supply of electricity to Whapmagoostui and subject to the connection by Hydro-Québec to the Hydro-Québec network of Waskaganish within five (5) years hereof and of Whapmagoostui as soon as possible as provided in a separate agreement between Hydro-Québec and the Cree Regional Authority;
  - 8.14.2: encouragement by the Société d'énergie de la Baie James and Hydro-Québec of training programs for the Crees;
  - 8.14.3: study by the Société d'énergie de la Baie James and Hydro-Québec of the implementation of a training program for the Crees;
  - 28.9.1, 28.9.2, 28.9.5: training programs or facilities, offices, job recruitment and placement services;
  - 28.11.1 a): community centre in each Cree community;
  - 28.11.1 b): essential sanitation services in Cree communities;
  - 28.11.1 c): fire protection including training, equipment and facilities;
  - 28.11.2 b): community affairs services;
  - 28.14: assistance for friendship centres outside communities;
  - 28.16: construction of access roads for Eastmain, Wemindji and Waskaganish (but not the maintenance of these roads which will continue to be assumed by the governments).

28.17.2 For the period from April 1<sup>st</sup>, 2002 to March 31<sup>st</sup>, 2052, Québec shall pay to the Recipient of Funding designated by the Grand Council of the Crees (Eeyou Istchee), on behalf of the James Bay Crees, an annual amount so that the James Bay Crees may assume for that period the obligations of Québec, Hydro-Québec and la Société d'énergie de la Baie James to the Crees under the provisions of the James Bay and Northern Québec Agreement set forth in paragraph 28.17.1 and concerning Economic development and Community development.

28.17.3 This annual payment from Québec for the first three (3) Financial Years shall be as follows:

- a) for the 2002-2003 Financial Year: twenty-three million dollars (\$23 million);
- b) for the 2003-2004 Financial Year: forty-six million dollars (\$46 million);
- c) for the 2004-2005 Financial Year: seventy million dollars (\$70 million).

28.17.4 For each subsequent Financial Year between April 1<sup>st</sup>, 2005 and March 31<sup>st</sup>, 2052, the annual payment from Québec shall be the higher of the two following amounts:

- a) Seventy million dollars (\$70 million); or
- b) an amount corresponding to the indexed value of the amount of seventy million dollars (\$70 million) as of the 2005-2006 Financial Year in accordance with a formula agreed to between Québec and the James Bay Crees under Chapter 7 of the Agreement Concerning a New Relationship between le Gouvernement du Québec and the Crees of Québec dated February 7<sup>th</sup>, 2002.

28.17.5 The provisions of this Sub-section do not affect nor are they intended to affect in any manner the obligations and commitments of Canada in this Agreement including those set out in Sections 8 and 28 hereof."

6. This Complementary Agreement comes into effect on the date of its signature by the parties. Its provisions shall expire on March 31<sup>st</sup>, 2052, unless the parties agree otherwise.

**IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED AT  
WASKAGANISH ON THIS 7<sup>th</sup> DAY OF FEBRUARY 2002**

FOR LE GOUVERNEMENT DU QUÉBEC:

FOR THE CREE REGIONAL AUTHORITY :

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Gilles Baril  
Minister of State for Natural Resources and Regions  
Minister of Natural Resources  
Minister of Regions  
Minister responsible for the Development of Northern Québec

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Ted Moses, Chairman

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Rémy Trudel  
Minister of State for Population and  
Native Affairs  
Minister for Native Affairs

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Edward Gilpin  
Chief of the Eastmain Band

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Paul Gull  
Chief of the Waswanipi Band

## **SCHEDULE B**

### **NON-EXHAUSTIVE LIST OF AMENDED LEGISLATION**

The amendments to Québec legislation will include the following:

- a) an act creating the CDC and abrogating the *Act respecting the James Bay Native Development Corporation* (R.S.Q., c. S-9.1);
- b) amendments to the *Forest Act* and its regulations;
- c) amendments to the *Environment Quality Act*;
- d) amendments to taxation laws and to any other law in order to confirm by legislative means the taxation and seizure exemptions set out in Chapter 7;
- e) any other amendments to laws of general or specific application to ensure their coherency with this Agreement or the Complementary Agreements in those cases where it will be necessary to do so.

**SCHEDULE C**

**FORESTRY**

**Part I (C-1) - MAP (to come)**

## **Part II (C-2) - MOSAIC CUTTING WITH PROTECTION OF REGENERATION AND SOILS**

### **A) Definition**

Cutting with protection of regeneration and soils carried out in such a way as to preserve an area of forest between two cutting areas that is at least equivalent in area to the stand harvested.

### **B) Evaluation criteria**

Given that the goal is to offer an alternative to the use of separator strips in a given area, logging operations must therefore be distributed so as to promote and maintain, both temporally and spatially, a set of blocks of different shapes and sizes. Thus:

- a) For each logging sector identified in an annual forest management plan (AFMP), the residual stands to be preserved and those to be cut will be shown clearly on maps;
- b) In the first phase, logging priority will be given to the most mature stands, in order to minimize timber losses;
- c) The harvested areas will vary in size. At least 20% of the blocks must be less than fifty (50) hectares and at least 70% must be less than one hundred (100) hectares. No more than 30% of the blocks may be larger than one hundred (100) hectares, and no block may exceed one hundred and fifty (150) hectares;
- d) The residual stands to be preserved must be located in priority in mixed forests, as they are relatively rare and play an important role as wildlife habitats;
- e) The forest to be preserved between two cutting areas must be at least equal in size to the area of the stand harvested (this equivalency may also be calculated for a set of stands located within an annual harvesting sector);
- f) The residual forest will be composed of productive forest stands more than seven (7) meters high (this will include many remaining stands of twelve (12) meters high, in light of the present composition of the standing forest);
- g) The residual forest between two cutting areas must be at least two hundred (200) meters wide (long strips of unvarying width must be avoided);
- h) The residual forest must be left standing for a period long enough to allow the new growth to achieve the required level of development (minimum three (3) meters).

### **Part III (C-3) - MAINTAINING OF A FOREST COVER IN THE WHOLE OF EACH TRAPLINE**

#### **A) Hardwood Component**

In pre-commercial thinning and stand release operations, special attention will be given to the conservation of different habitats. For example, it would be possible to:

- Preserve a certain number of small fruit trees such as sorb and cherry trees;
- Preserve hardwood trees in open spaces where there are no coniferous trees;
- Provide for operations to be spread over two phases, two or three years apart, in sectors where large regenerated areas will be the object of such work;
- On certain rich sites conducive to good hardwood growth, promote the maintaining of enough hardwood trees to ensure the development of mixed forests.

#### **B) Protection of Pre-established Regeneration**

To limit the impacts of extensive logging in the Territory, it is important to improve the protection given to pre-established regeneration, especially tall regeneration whose presence shortens the revegetation period and restores good habitats for small wildlife species such as hare.

When the conditions allow, cuttings with protection of regeneration and soils must be carried out under a special framework in order to protect tall regeneration. To do this, the following is required:

- Adopt appropriate logging techniques (such as multifunctional cutting heads) that leave the best regenerating trees intact.
- Select appropriate hauling equipment to limit damage to the new growth.
- Survey the new growth before logging, in order to identify the stands that have tall under-storey regeneration.

#### **C) Mixed Forest Stands Management Strategy**

Given the importance of mixed stands as wildlife habitats and their rarity in the Territory, it is necessary to develop a distinct management approach for these stands. The approach will take the form of a management guide applicable specifically to the mixed forests at the scale of all the traplines of a Cree community. It will be elaborated by the ministère des Ressources naturelles in cooperation with the Cree-Québec Forestry Board. The wildlife and forest-related management objectives will be described, as will the operational methods required to maintain and renew these stands (logging techniques, features of the stands to be preserved, etc).

## **PART IV (C-4) - ELABORATION, CONSULTATION AND MONITORING OF FOREST MANAGEMENT PLANS**

### **1. OBJECTIVES**

1. Without restricting the generality of the provisions of the present Agreement, the creation of joint working groups in the concerned Cree communities has, amongst others, the following objectives:
  - to ensure the real and significant participation of the Crees in the planning of forest management activities in the Territory in keeping with the principles established in the Agreement;
  - to ensure that forest management takes into account the protection of wildlife habitats, and;
  - to resolve disputes between users in regard to forestry as they arise.

### **2. GENERAL FOREST MANAGEMENT PLAN**

#### **2.1 Determination of the forest protection and development objectives**

2. In taking steps to clarify the forest protection and forest development objectives, the Ministre des Ressources naturelles shall receive the proposals emanating from the concerned joint working groups. The Ministre shall consult the Cree-Québec Forestry Board concerning the objectives to be pursued and shall then forward to the agreement holders those elements to be taken into account during the preparation of the forest management plans.
3. The clarification of the protection and development objectives that the Ministre may provide to the holders of timber supply and forest management agreements (TSFMA) and forest management agreements (FMA) (hereinafter the “agreement holders”) shall not have the effect of restricting the provisions of the Agreement.

#### **2.2 Preparation of general forest management plans**

4. The planning process shall be implemented according to the measures provided for in the adapted forestry regime.
5. The general forest management plan shall include a Cree section, which will identify the sites of special interest to the Crees and the forested areas presenting wildlife interest for the Crees and information concerning harmonization measures. This section is established taking into consideration the general principles set forth in the Agreement, the use of the territory by the Crees and their concerns about the realisation of the planned forest management activities.

6. Each joint working group shall determine the content of working maps at the scale of its choice, according to the needs of each community for use in the exercise related to the location of sites of special interest to the Crees. After agreement, the maps will be prepared by the Crees or by the ministère des Ressources naturelles according to the choice of each joint working group.
7. The Cree tallyman will identify the location of sites of special interest to the Crees. The joint working groups shall assist him for this purpose using any means they deem appropriate, including field visits.
8. The Cree tallyman will also identify the location of forested areas presenting wildlife interest for the Cree, in a spirit of cooperation with other stakeholders in the Territory. The joint working groups shall assist the Cree tallyman during this cooperative effort using the means they deem appropriate.
9. The joint working groups shall ensure the availability of the location of sites of special interest to the Crees and forested areas presenting wildlife interest for the Crees as identified by the Cree tallyman and the consistency of the selected measures with those agreed to in the section entitled “Measures of the adapted forestry regime” of Chapter 3 of the Agreement. For the general plans following the signing of the Agreement, the time limit for submission shall be September 2003.
10. In the absence of a Cree tallyman or of a Cree user designated by him and capable of identifying the sites of special interest to the Crees and the forested areas presenting wildlife interest for the Crees, another Cree representative may be designated according to the method chosen by the community.
11. In the case of disputes concerning the location of the forested areas of wildlife interest for the Crees, the Ministre shall favour the location indicated by the Cree tallyman.
12. Once this exercise is completed, the ministère des Ressources naturelles notifies the holders of TSFMA and FMA of the location of sites of special interest and the forested areas presenting wildlife interest indicated by the Cree tallyman or the Cree users. The agreement holders then undertake the preparation of their general forest management plan accordingly.
13. From that time, and during the entire process of preparing the general forest management plans, the agreement holders and the Cree tallyman shall cooperate regarding the choice of location of residual forest blocks to be conserved in the areas of Cree wildlife interest, regarding road network development plans and regarding harmonization measures to prevent conflictual uses. Amongst other things, the exercise is aimed at allowing the Crees to transmit Cree knowledge that will permit the identification of all their concerns other than the locations of sites of special interest and the forested areas presenting wildlife interest already provided, or any other information relative to those elements composing the Cree section of the general forest management plans.
14. If the Crees so require, the joint working groups or certain members thereof shall assist them in this cooperative effort.

15. The joint working groups of each community shall follow the progress of the elaboration of the general forest management plans and shall ensure the integration of the measures provided in the section entitled “Modalities of the adapted forestry regime” of Chapter 3 of the Agreement.
16. The joint working groups shall provide the necessary support for the resolution of conflicts between the activities of the Crees and forest management activities. These conflicts may be raised as much by the community councils, Cree users, and Cree tallymen as by agreement holders. The joint working group shall encourage direct dialogue between the parties concerned so as to favour the harmonization of land use. To achieve this, the joint working group may, for example, initiate meetings and provide the information necessary for the resolution of the conflict. If need be, the joint working groups may act in the role of mediator between the parties. Moreover, they shall document and examine these disputes and find solutions that are acceptable to the parties.
17. If the conflict persists, the concerned groups will present a statement of the situation to the Ministre together with their recommendations. The Ministre shall appoint a conciliator. The conciliator shall be the chairman of the Cree-Québec Forestry Board or a person that is independent of the parties and of agreement holders operating in the Territory, whom will be chosen from a list prepared in advance by the Cree-Québec Forestry Board.
18. The conciliator shall examine the dispute, shall hear the parties and shall present his recommendations to the parties and to the Ministre. If one or both of the parties refuse to follow the recommendations proposed by the conciliator, the Ministre shall decide on the measures to apply and shall inform the parties of his decisions and the reasons therefor. The Ministre shall send a copy of his decision to the concerned joint working groups and to the Cree-Québec Forestry Board.
19. The ministère des Ressources naturelles shall provide, upon request, the data and the basis of calculation of the allowable cut (annual allowable cut) for each management unit to the responsible person designated by the Crees. The latter may make recommendations of which he will inform the joint working groups and the Cree-Québec Forestry Board.
20. If the disputes concern the calculation of the annual allowable cut, the Ministre shall retain an independent specialist to make recommendations. The Cree-Québec Forestry Board may propose a list of specialists to the Ministre. In the event that the Ministre does not select one of the specialists proposed by the Cree-Québec Forestry Board, he shall inform the Board of the reasons for his decision.
21. The agreement holders then prepare the five-year program so as to reflect all of the objectives pursued, the information provided concerning sites of interest and forested areas of wildlife interest for the Crees, the measures taken following the cooperative process and conciliation, if any, and the measures provided for in the Agreement.

### **2.3 Approval Procedure for the General Forest Management Plans**

22. Following the submission of the general forest management plans, the ministère des Ressources naturelles shall first proceed to examine the admissibility and conformity of the plans. The ministère des Ressources naturelles shall verify, among other things, that the general plans include the information provided by the Crees concerning the sites of interest for the Crees and the forested areas of wildlife interest for the Crees. It shall also verify that the planned forest management activities respect the provisions of the Agreement.
23. Plans judged not in conformity shall be returned to the agreement holders and the Ministre shall forward to the Cree-Québec Forestry Board and to the joint working groups the letter stating the reasons for which the plans are judged not in conformity.
24. Plans that are judged to be in conformity as well as the results of the examination of the admissibility and conformity shall be sent to the joint working groups of each community as well as to the Cree-Québec Forestry Board which will treat the plans in conformity with its mandate.
25. The joint working groups shall comment on the results of the examination and proceed to such further verifications as are necessary. Within thirty (30) days of the receipt of the plans, the joint working groups shall forward to the Ministre and to the Cree-Québec Forestry Board their recommendations regarding the conformity of the plans submitted and shall ask for any necessary corrections.
26. The joint working groups may at this stage assist the Crees of the concerned communities to participate in the consultations, if the council of each Cree community so chooses, within the framework of the information and public consultation process.
27. After having proceeded to make changes, as the case may be, the Ministre shall proceed to the final approval of the general forest management plans.

### **2.4 Modifications**

28. Modifications of the general forest management plans are subject to the same process of preparation and approval as previously described.

## **3. ANNUAL FOREST MANAGEMENT PLAN (AFMP)**

### **3.1 Preparation of the annual forest management plan**

29. The joint working groups shall ensure the participation of the Crees in the elaboration of the annual forest management plans. Moreover, they will ensure the availability of information, notably the precise location of the sites of special interest to the Crees and the forested areas presenting wildlife interest for the Crees. Once this information has been validated, it is sent to the agreement holders before September 1<sup>st</sup> of the year preceding the implementation of the annual plan.

30. Thereafter and during the entire process of preparation of the annual forest management plans, the agreement holders and the Cree tallyman will concert their efforts so as to prevent conflictual uses and with the goal of establishing harmonization measures. Amongst other things, the exercise is aimed at allowing the Crees to transmit Cree knowledge that will identify their concerns other than the sites of special interest to the Crees and the forested areas presenting wildlife interest for the Crees already provided and any other information relative to those elements composing the Cree section of the general forest management plans implemented in the annual forest management plan.
31. The joint working groups shall provide the necessary support for the resolution of land use conflicts between the activities of the Crees and forest management activities. These conflicts may be raised as much by the community councils, Cree users, and Cree tallymen as by agreement holders. The joint working group shall encourage direct dialogue between the parties concerned so as to favour the harmonization of land use. To achieve this, the joint working group may, for example, initiate meetings and provide the information necessary for the resolution of the conflict. If need be, the joint working groups may act in the role of mediator between the parties. Moreover, they shall document and examine these disputes and find solutions that are acceptable to the parties.
32. If the conflict persists, the concerned groups will present a statement of the situation to the Ministre together with their recommendations. The Ministre shall appoint a conciliator. The conciliator shall be the chairman of the Cree-Québec Forestry Board or a person that is independent of the parties and of agreement holders operating in the Territory, whom will be chosen from a list prepared in advance by the Cree-Québec Forestry Board.
33. The conciliator shall examine the dispute, shall hear the parties and shall present his recommendations to the parties and to the Ministre. If one or both of the parties refuse to follow the recommendations proposed by the conciliator, the Ministre shall decide on the measures to apply and shall inform the parties of his decisions and the reasons therefor. The Ministre shall send a copy of his decision to the concerned joint working groups and to the Cree-Québec Forestry Board.
34. The result of the conciliation shall not have the effect of modifying the results of the process of elaboration and approval of the general forest management plans and notably the information provided by the Cree tallyman concerning the sites of interest to the Crees and the forested areas presenting wildlife interests for the Crees.

### **3.2 Approval of the annual forest management plans**

35. Upon receipt of the plans, the ministère des Ressources naturelles proceeds to the evaluation of the admissibility and conformity of the annual forest management plan with the general forest management plan and with the measures provided for in the section entitled “Modalities of the adapted forestry regime” of chapter 3 of the Agreement.
36. Plans judged to be not in conformity are returned to the agreement holders. The Ministre shall so advise the Cree-Québec Forestry Board and the joint working groups.

37. Plans judged to be in conformity are forwarded to the joint working groups of each community and a notice is sent to the Cree-Québec Forestry Board.
38. The joint working groups shall ensure the conformity of the annual forest management plan with the Cree section of the general forest management plan. The joint working groups also proceed to the additional verifications they deem appropriate. The joint working groups shall also verify if contentious situations persist, shall document and examine them, shall ensure that there are discussions on the issue and shall find solutions acceptable to the parties.
39. In the event that the annual forest management plans are judged to be not in conformity, the joint working groups shall inform the Ministre and shall make appropriate recommendations within thirty (30) days of receipt of the plans by the joint working groups. The Ministre shall re-evaluate the admissibility and conformity of the annual forest management plan.
40. The joint working groups or certain of their members may seize the Cree-Québec Forestry Board of any dispute, problem or concern relative to an annual forest management plan and the Board shall treat the matter in conformity with its mandate. The Cree-Québec Forestry Board may obtain from the ministère des Ressources naturelles, by means of a specific request, a copy of any annual forest management plan or modification.
41. After having proceeded to make changes, as the case may be, the Ministre shall proceed to the final approval of the annual forest management plans, and send a notice to the Cree party to the joint working group and to the Cree-Québec Forestry Board as well as a copy of the modifications to the joint working group.

### **3.3 Modifications of annual forest management plans**

42. Modifications of the annual forest management plans that require a modification of the forest management activities provided for in the plans (changes in field activities) are subject to the same process of preparation and approval as that previously described.

## **4. MONITORING OF PLANS**

### **4.1 Annual monitoring of the forest management activities**

43. The annual monitoring of the forest management activities is aimed at ensuring the respect of the management strategies described in the general forest management plan and the activities forecast in the annual forest management plan. The forestry monitoring extends to the volumes of wood harvested, the silvicultural treatments undertaken and the application of the standards of forestry management.

44. In the Territory, particular attention shall be given to monitoring the application of the standards described in the present Agreement as well as the other measures that are set out in the forest management plans, particularly the measures of the Cree section of the general forest management plans.
45. When they deem it necessary, the joint working groups shall be involved in the process of establishing the program of the annual verification of forest management activities undertaken by the ministère des Ressources naturelles. The program includes notably the list of works that will be verified as well as the sampling techniques that will be used.
46. The involvement of the joint working groups can take place at the stage of elaborating the annual program or upon receipt of a proposed program from the ministère des Ressources naturelles. In the latter case, the joint working groups may propose modifications to the annual program. The joint working groups make the necessary recommendations in both cases.
47. In the event that the Ministre refuses to integrate these recommendations into the annual verification program, he shall explain his position and shall inform the joint working groups or their members of the reasons for not accepting their recommendations.
48. The results of the forest management verification shall be provided to the joint working groups in the form of periodic progress reports on the work and in the form of annual statements of the forestry management monitoring, which are prepared by the ministère des Ressources naturelles. The joint working groups shall first decide on the method of presenting this annual statement.
49. To allow members of the joint working groups to familiarize themselves with various forest management activities undertaken as well as the methods of verification applied, joint visits of on-site verification operations in Cree traplines shall take place during the season at a frequency to be determined by the joint working groups.
50. Moreover, the annual reports on the forest management activities prepared by the agreement holders shall be filed with the joint working groups.
51. The joint working groups or their members may make recommendations to the Cree-Québec Forestry Board and to the Ministre regarding any issue connected to the monitoring of forest management activities or such activities. The Cree-Québec Forestry Board may obtain copies of documents produced within the framework of the annual monitoring of forest management activities upon request.

## 4.2 Review of the State of the Forest

52. Each year, the agreement holders perform evaluations to assess the current state of the forest. For example, inventories are undertaken at silvicultural sites ten (10) years after planting. These inventories permit an evaluation of whether the works performed are likely to produce the expected results as set out in the general forest management plans (validation of the basis of calculation set out in the general forest management plan). These inventories also make it possible to evaluate the evolution of the natural regeneration of the forests following forest management activities.
53. At present, these reviews of the state of the forest are described in the *Manuel d'aménagement forestier* published in 1998 and constitute an obligation for the agreement holders. The ministère des Ressources naturelles shall verify the information that is collected by the agreement holders using a sampling process (e.g. verification of 10% of the parcels performed by the agreement holders).
54. To ensure that the sampling also reflects Cree concerns, the joint working groups shall be involved in the process of establishing the program of validation of information concerning the state of the forest. The program includes, among other things, the list of works that will be verified as well as the sampling techniques that will be used.
55. The joint working groups shall inform the Cree-Québec Forestry Board of proposals of sampling methods regarding the protection of wildlife habitats.
56. The involvement of the joint working groups shall take place at the stage of elaborating the annual program or upon receipt of a proposed program from the ministère des Ressources naturelles. In the latter case, the joint working groups may propose modifications to the program. The joint working groups shall make the necessary recommendations in both cases.
57. The results of the forest management verification shall be provided to the joint working groups and the Cree-Québec Forestry Board.
58. The joint working groups or their members may make recommendations to the Cree-Québec Forestry Board and to the Ministre regarding any issue concerning the current state of the forest.
59. Within the framework of the reviews of the state of the forest, the Cree-Québec Forestry Board shall elaborate draft directives aimed at introducing into the forest management planning process strategies that can take into account the protection and development of wildlife habitats. These draft directives shall be transmitted to the Ministre before January 2003. If need be, the Ministre will proceed in concert with the other governmental entities concerned.
60. Directives guiding the elaboration of such management strategies will thereafter be introduced into the Cree section of the general forest management plan. These directives will be the subject of recommendations by the Cree-Québec Forestry Board. This process shall be finalized before January 2004.

### **4.3 Five-year report**

61. Every five (5) years, the ministère des Ressources naturelles will provide the members of the joint working groups a report concerning the verification and monitoring of the application of the standards and measures provided in the Agreement for each Cree trapline. This report will also contain a description of the state of regeneration for each management unit. The first report will cover the period ending on March 31<sup>st</sup>, 2005.

### **4.4 Monitoring of the general forest management plans, the annual forest management plans and the standards of the present adapted forestry regime**

62. When the joint working groups find forestry operations that are not in conformity with the approved general forest management plans or annual management plans or with the other standards of the present adapted forestry regime, that the regeneration is inadequate, or any other problem resulting from forest management activities, they shall immediately inform the Cree-Québec Forestry Board and the Ministre des Ressources naturelles, and will make recommendations regarding measures to be taken.

## **5. TRANSITIONAL MEASURES**

63. Since forest management activities are projected for the Territory between the date of signing the Agreement and the coming into force of the next general forest management plans, the parties agree to take all necessary measures to ensure that the present adapted forestry regime is operational and progressively integrated into the annual cutting programs for 2002-2003, 2003-2004 and 2004-2005 in the following manner.

### **5.1 Annual forest management plan 2002-2003**

64. According to the annual forestry management plans filed on or around December 1<sup>st</sup>, 2001, the Cree traplines that are affected by forest management activities during the 2002-2003 year are listed. The list is provided to the Crees as soon as possible after the signature of the Agreement.
65. Upon the signature of the present Agreement, the ministère des Ressources naturelles will prepare compilations for the entirety of each Cree trapline in which cutting is projected, in order to:
- i. ensure the conservation of stands measuring more than seven (7) meters in height in a minimum of 30% of the productive area;

- ii. to evaluate the percentage of the productive area that has been subject to fires or CPRS during the last nineteen (19) years, so as to:
    - a) respect the annual standard of 40% maximum per twenty (20) year period as defined in Section 3.11.1-b of the Agreement;
    - b) establish the annual admissible cutting level in accordance with the maxima provided for in the Agreement.
66. After that, the ministère des Ressources naturelles forwards to the agreement holders concerned the results of the analyses provided for in the previous paragraph, indicating to them to revise their plans so as to:
- i) correct, if need be, the total projected cutting area to bring it into conformity with the allowable annual maximum;
  - ii) revise the surface area of the cutting blocks with buffer strips according to the standard provided for in section 3.11 of Chapter 3 of the Agreement;
  - iii) apply section 3.12 of Chapter 3 of the Agreement by using only mosaic cutting near watercourses of a width of five (5) meters or more and lakes of an area greater than five (5) km<sup>2</sup>;
  - iv) apply the measures provided for in section 3.13 of Chapter 3 of the Agreement to new roads crossing the boundaries of traplines.
67. In regard to the sites of special interest to the Crees and the forested areas presenting wildlife interest for the Crees, the parties to the present Agreement shall make such efforts as are necessary, whether or not the joint working groups are constituted, to ensure the application of provisions relating to the sites of special interest to the Crees and the forested areas presenting wildlife interest for the Crees in the forestry sectors that are the object of annual planning for 2002-2003 in the manner described hereinafter.
68. So that the Crees may begin the work related to the measures provided for in sections 3.9 and 3.10 of Chapter 3 of the Agreement, the ministère des Ressources naturelles will provide the Cree party with synthesis maps of the forest management activities planned for the Territory. Topographic maps of a scale of 1:20 000 shall also be provided for each trapline in which forest management activities are projected. The synthesis maps and the topographic maps must be provided to the Cree parties on or before January 18<sup>th</sup>, 2002. These maps will cover all forestry operations including cutting, silvicultural treatments and forest road construction work.
69. The Crees may map those elements of the provisions regarding sites of special interest to the Crees that are situated in sectors of forestry activity in the annual forest management plans for 2002-2003. The Ministre des Ressources naturelles will be informed of the results of this process as soon as possible.

70. In regard to the application of those elements of the provisions regarding areas of wildlife interest for the Crees that are situated in sectors of forestry activity in the annual forest management plans for 2002-2003, the Cree tallyman or his designated representative shall identify the areas in which he wants the standards relevant to forested areas of wildlife interest to the Crees to apply. He shall also provide comments concerning the roads that cross the boundaries of the trapline. The Crees will advise the ministère des Ressources naturelles and, if they so decide, the agreement holders concerned.
71. The process described in the preceding two paragraphs must be completed, if possible, prior to February 15<sup>th</sup>, 2002 and at the latest by February 28<sup>th</sup>, 2002. This being a summary process, the parties will recommence the complete process for the year 2003-2004, the results being delivered by September 2002.
72. If exceptional cases arise after February 28<sup>th</sup>, 2002, the parties will make all necessary efforts so that they may be taken into consideration during the 2002-2003 cutting season.

## **5.2 Annual forest management plan 2003-2004**

73. For the year 2003-2004, the ministère des Ressources naturelles will provide to the joint working groups, from the existing five-year forest management plans, on or before May 1<sup>st</sup>, 2002:
- a list of affected traplines equivalent to that provided for in paragraph 64 of the present; and
  - a synthesis map of the existing five-year plan.
74. The procedure for the approval of forest management plans described in the present Agreement applies with such adaptations as are necessary. The information shall be available in September 2002 for integration into the annual forest management plans for 2003-2004 that are to be filed by December 1<sup>st</sup>, 2002.

## **5.3 Annual forest management plan 2004-2005**

75. For the year 2004-2005, the ministère des Ressources naturelles will provide to the joint working groups, from the existing five-year forest management plans, on or before May 1<sup>st</sup>, 2003:
- a list of affected traplines equivalent to that provided for in paragraph 64 of the present; and
  - a synthesis map of the existing five-year plan.
76. The procedure for the approval of forest management plans described in the present Agreement applies with such adaptations as are necessary. The information shall be available in September 2003 for integration into the annual forest management plans for 2004-2005 that are to be filed by December 1<sup>st</sup>, 2003.

**5.4 Modification of five-year forest management plans prior to 2005**

77. During the transitional period, the application of the new measures of the adapted forest regime may result in modifications to forestry planning. Considering that these modifications will be studied in detail during the approval process for each annual forest management plan, the parties to the present agree that the agreement holders shall integrate this new information into the five-year forest management plans ending on March 31<sup>st</sup>, 2005 without further formalities.

**5.5 Effect of the transitional measures on the preparation of general forest management plans**

78. The application of the present section concerning transitional measures does not affect the process of preparing general forest management plans.

**Part V (C-5) - MAP OF MUSKUCHII (to come)**

**SCHEDULE D****TERMS OF SETTLEMENT OF CHISASIBI “BLOCK D”  
LANDS**

1. Land known and designated as Block D of the La Grande River Basin is described as follows: an area of approximately five million three hundred ninety-nine thousand seven hundred eleven square meters (5,399,711 m<sup>2</sup>), as shown on a plan of survey prepared by Michel Brunet, surveyor, and dated August 23<sup>rd</sup>, 1978.
2. Québec shall transfer the administration, management and control of the lands designated as Block D, including the air strip, to the Government of Canada for the exclusive use and benefit of the Cree Nation of Chisasibi subject to the following terms and conditions.
3. A right of way of one hundred fifty (150) feet in width, for the purposes of a road allowance for that portion of the Chisasibi access road which crosses the said lands, shall be designated as Category III lands.
4. A corridor of five hundred (500) feet in width situated along both sides of the right of way shall be designated as Category II lands.
5. Le Gouvernement du Québec will provide the characterization studies carried out on the said lands and will take the appropriate measures in accordance with the *Environmental Quality Act* and related regulations in order to ensure that the land which is the object of this transfer is acceptable from an environmental standpoint, taking into consideration the fact that the activities related to the airstrip will continue. This undertaking by Québec is limited to environmental measures required as a result of activities carried out on the said lands by Hydro-Québec, the Société d'énergie de la Baie James, the Société de développement de la Baie James and their mandatories.
6. Upon receipt of a request by the Government of Canada to transfer the administration, management and control of lands designated as Block D, subject to paragraphs 5 and 6, for the exclusive use and benefit of the Cree Nation of Chisasibi, Québec will provide survey instructions to the Government of Canada by June 1<sup>st</sup>, 2002 and shall cooperate in order that all technical requirements for the transfer are completed as soon as possible. The survey instructions shall use as a basis of reference the technical description and the plan for survey of the “Block D Service and Storage Area” prepared by Michel Brunet, surveyor, and dated August 23<sup>rd</sup>, 1978.

The land transfer between Québec and Canada will take place according to the usual procedure.

7. The parties hereto agree and Québec undertakes to ensure that the southern and western boundaries of the lands designated as Block D shall be contiguous to and abut the present perimeter of Category IA lands.

8. Commencing at the high water mark, the southern shoreline of the La Grande River which lies within the perimeter of the lands designated as Block D shall be included within the description of such Category IA lands. For greater certainty, the parties agree that the two hundred (200) foot restriction provided in section 5.1.5 of the JBNQA shall not apply.
9. Should the total area of Category I lands exceed two thousand one hundred forty point six (2,140.6) square miles or five thousand five hundred forty-four point one square kilometers (5,544.1 km<sup>2</sup>) as a result of the transfer contemplated herein, le Gouvernement du Québec hereby consents to such increase in the area of Category I lands.
10. The parties will make their best efforts to ensure that the final transfer by Québec is completed no later than September 30<sup>th</sup>, 2002.
11. The settlement of the claims before the Superior Court of Québec by the *Grand Council of the Crees (of Québec) and the Cree Regional Authority et al. against the Attorney-General of Québec* in court files 500-05-004330-906 and 500-05-027984-960 with respect to recognition as Category IA lands of the land designated as Block D is provided for in Chapter 9 of this Agreement.

**SCHEDULE E**

**CONTRACT OF THE LOCAL REGISTRATION OFFICER  
(example)**

**BETWEEN:** The Gouvernement du Québec acting through the Secretary General entrusted with seeing to the registration of the beneficiaries under the James Bay and Northern Québec Agreement and duly authorized by the Order in Council

hereinafter called the "SECRETARY GENERAL"

**AND** The Land Holding Corporation. \_\_\_\_\_  
 \_\_\_\_\_, a legally constituted corporation, having its registered office at \_\_\_\_\_  
 \_\_\_\_\_ and a business office at \_\_\_\_\_  
 \_\_\_\_\_, acting through \_\_\_\_\_  
 \_\_\_\_\_, duly authorized by virtue of a resolution of the board of Directors dated the \_\_\_\_\_ day of the month of \_\_\_\_\_, 19 \_\_, a certified copy of which is appended,

or

The Band Council of CHISASIBI  
 acting through \_\_\_\_\_,  
 \_\_\_\_\_, duly authorized by virtue of a resolution of the Band Council dated the \_\_\_\_\_ day of the month of \_\_\_\_\_, 19 \_\_, a certified copy of which is appended,

hereinafter called the "contracting party"

**1- SUBJECT OF THE AGREEMENT**

The Minister retains the services of the contracting party who agrees to furnish the services of a local registration officer as stipulated in the Act respecting Cree, Inuit and Naskapi native persons (R.S.Q., chapter A, 33.1).

**2- OBLIGATIONS OF THE CONTRACTING PARTY**

- 2.1 The contracting party agrees to furnish the Secretary general, at the address determined by the latter, all information pertinent to setting up, administrating and updating the Register of the Beneficiaries under the James Say and Northern Québec Agreement.
- 2.2 The pertinent information includes the transmitting on the appropriate forms of the information relative to births, deaths, marriages, legal separations, divorces, changes of residence and changes of affiliation of beneficiaries in the community.

**3- OBLIGATION OF THE SECRETARY GENERAL**

The Secretary General agrees to transmit the pertinent administrative directives and the necessary material (registration and modification forms, pre-stamped envelopes, toll-free telephone service) so that the contracting party is able to furnish the Secretary General the basic data in a way that is compatible with the established systems already in operation.

**4- REMUMERATION**

The Secretary General agrees to pay the contracting party annually :

- a) a lump sum of five hundred dollars (500,00\$); and
- b) the sum of one dollar (1,00\$) for each beneficiary officially enrolled in the Register. These amounts are paid for the complete and full execution of the obligations stipulated in this contract excluding any other costs or expenditures whatsoever.

**5- MODES OF PAYMENT**

The Secretary General shall pay the contracting party the sums established in section 4 in two installments divided as follows:

- a) July 1<sup>st</sup> of each year, a lump sum of five hundred dollars (500,00\$) ;

December 31st of each year, a sum established according to the number of beneficiaries duly registered on the official lists of the ministère des Affaires sociales, as of December 1st of the year contemplated; (1 beneficiary = (1,000) dollar per year).

**6- RENEWAL**

The two parties concur that this Agreement shall be extended by tacit renewal.

**7- TERMINATION OF THE CONTRACT**

This contract may be terminated at any time by either of the parties subject to their giving written notice of their intention to terminate the contract, ninety (90) days before its date of expiry.

**8- DURATION OF THE CONTRACT**

This contract shall become effective as of January 1, 1983, and terminate December 31, 1983.

IN WITNESS WHEREOF, the parties have signed in duplicate

\_\_\_\_\_  
Secretary General responsible for the registration of the beneficiaries at the ministère des Affaires sociales

83-11-02  
date

b)

\_\_\_\_\_  
**Band Council**                      Chisasibi  
or Land Holding Corporation of Chisasibi

19/10/83  
date

**SCHEDULE F**

**MEMORANDUM OF AGREEMENT  
REGARDING FUNDING OF THE PROGRAM FOR  
THE LOCAL ENVIRONMENT ADMINISTRATOR**

SPECIMEN

TRANSLATION

MEMORANDUM OF AGREEMENT

between

THE MINISTER OF THE ENVIRONMENT

and

CREE NATION OF CHISASIBI

regarding

funding of the

Program for the local

environment administrator

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AGREEMENT

BETWEEN THE MINISTER OF THE ENVIRONMENT, for and an behalf of the Gouvernement du Québec, hereby represented by Jocelyn Roy, directeur régional du Nord-du-Québec ;

HEREINAFTER DESIGNATED BY THE WORD « Minister » ;

AND CREE NATION OF CHISASIBI, a corporation duly constituted and having its head office at Chisasibi in the judicial district of Abitibi and represented by \_\_\_\_\_ duly authorized for these purposes by the resolution no : \_\_\_\_\_ of Cree Nation of Chisasibi Council of which a certified copy is herewith attached ;

HEREINAFTER DESIGNATED BY THE WORD « Cree Nation ».

WHEREAS Section 22 of the James Bay and Northern Quebec Agreement and Chapter II of the Environment Quality Act (R.S.Q. ch. Q-2) provide for a special environmental and social protection regime for the James Bay Territory ;

WHEREAS the environmental and social protection regime for the James Bay Territory provides for the appointment of a Cree Local Administrator (hereinafter designated as local environment administrator) by each Cree Village Corporation and each Nation Council to exercise the powers and functions of the Deputy Minister of the Environment on Category I lands within the environmental and social impact assessment procedure ;

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WHEREAS it is appropriate that the local environment administrator carries out other useful functions related to the environment and public hygiene matters ;

WHEREAS it is appropriate for Quebec to make a contribution to defray a portion of the salaries and expenses of the local environment administrator ;

WHEREAS the Treasury Board has, by décision number \_\_\_\_\_ of \_\_\_\_\_ authorized the payment of a grant for these purposes.

THEREFORE the parties agree to the following :

#### PURPOSE

1. The purpose of this memorandum of agreement is to ensure that Cree Nation have the services of a competent local environment administrator by paying a maximum grant of 16 800 \$ in order to defray a portion of the salaries and travel expenses of this local administrator.

#### CREE NATION OBLIGATIONS

2. Cree Nation commits itself to assume, through the local environment administrator which it hires, the following tasks and responsibilities :
  - 1) the execution of the functions of the Administrator on Category I lands within the framework of the environmental and social impact assessment procedures ;
  - 2) act as a public hygiene officer on a regular basis ;
  - 3) ensure that the sampling of drinking water in the community is carried out in accordance with the methods prescribed by the Regulation respecting potable water (L.R.Q., c. Q-2, r.4.1) ;

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- 4) advise the local authorities on the proper management of systems for solid waste and wastewater disposal and drinking water supply in the communities and to participate in educational and information programs on the environment regime ;
  - 5) act as a spokesperson for his community with the various committees on the environment and the Regional Office of Nord-du-Québec of the Department of the Environment with respect to environmental problems of his community outside of Category I lands ;
  - 6) participate in meetings every three months to be organized by the Department of the Environment for the following purposes :
    - a) to provide ongoing training programs in environment and public health for the local administrators ;
    - b) the presentation and discussion of the reports contemplated at section 3 ;
    - c) discussion of the environmental conditions in the community, their problems and possible solutions thereto ;
  - 7) act as an advisor to Cree Nation of Chisasibi Council of the Cree Village Corporation in the drawing up of by-laws and directives on Category I lands in matters of public health, zoning, land use planning, water supply, wildlife management and related matters.
3. Furthermore, Cree Nation will :
- 1) retain the services of a local environment administrator who will be an employee of Cree Nation and under its responsibility ;
  - 2) provide within ninety (90) days after the expiry of this memorandum a specific financial statement on the local environment administrator's activities. The financial statement must be submitted with the report of the corporation's public accountant ;

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- 3) submit within thirty (30) days after the expiry of this memorandum an annual report on the local environment administrator's activities.

#### FINANCIAL PROVISIONS

4. The salaries and travel expenses of the local environment administrator are eligible to be applied towards the grant defined in section 1 up to an amount 16 800 \$.
5. The minister is committed to pay the grant defined in section 1 for the amount 16 800 \$ in one payment following the authorization of the Treasury Board and within thirty (30) days of the signing of the agreement.
6. The minister may interrupt the payment, in whole or in part, of the funds already payed if he is of the opinion that the conditions stipulated in the agreement are not respected. He may also recover the part of the grant which, in his opinion, has not been utilised.

In all cases, Cree Nation must remit to the Minister the amount claimed within 60 days following the sending of a notice of recovery of funds.

#### TERMS

7. The agreement takes effect on \_\_\_\_\_ and will end on \_\_\_\_\_.

#### PARTY REPRESENTATIVES

8. The Minister designates the director of the Direction régionale du Nord-du-Québec of the ministère de l'Environnement, as his official representative for the purposes of the agreement.

Cree Nation designates the Chief as its official representative for the purposes of the agreement.

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DOMICILE

9. All notices, correspondence or procedures destined to one party can be transmitted to the party's representative in person or can be sent, by registered mail to the following address :

The Minister :

Direction régionale du Nord-du-Québec  
Ministère de l'Environnement  
180, boulevard Rideau - Local 1.04  
Rouyn-Noranda (Québec) J9X 1N9

Cree Nation :

Cree Nation of Chisasibi  
Chisasibi (Québec) J0M 1E0

In case one of the parties requires a change of address, it must advise the other party at least ten (10) days beforehand.

PRECEDENCE OF FRENCH TEXT

10. In the event of discrepancies between the french and english versions of the text of the agreement, the french version will take precedence.

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TESTIFYING THAT THE PARTIES, AFTER HAVING READ AND ACCEPTED THE AGREEMENT, HAVE DULY SIGNED THE FRENCH AND ENGLISH VERSIONS :

IN ROUYN-NORANDA, this \_\_\_\_\_ day of \_\_\_\_\_

FOR THE MINISTER

\_\_\_\_\_

IN CHISASIBI, this \_\_\_\_\_ day of \_\_\_\_\_

FOR CREE NATION

\_\_\_\_\_

## SCHEDULE G

### SETTLEMENT FRAMEWORK RELATED TO THE TRANSFER OF LANDS BETWEEN MISTISSINI AND OUJÉ-BOUGOUMOU

#### I OBJECTIVE

1. The parties hereto agree to define a specific process and schedule which will result in the allocation of Category IA, IB and II lands (as defined in the *James Bay and Northern Québec Agreement*, or *JBNQA*) to the community of Oujé-Bougoumou, involving a retrocession of equivalent quanta of lands from the community of Mistissini. Consequently, the parties agree that a schedule and time frame will be developed in respect to the conclusion of a Complementary Agreement to the *JBNQA* which will have as its object the creation of Oujé-Bougoumou as the ninth Cree Band. The parties further agree to the definitive settlement, as set out in the present Agreement, of the issues contained in the *1989 MOU* concerning Mistissini as well as in the 1989 and 1994 Agreements with Oujé-Bougoumou.

#### II LANDS

2. It is agreed that it is now appropriate to sever from the Mistissini Category I and Category II lands those lands originally allocated on the basis of the Oujé-Bougoumou Cree population then registered as members of the Mistissini Band as of November 11<sup>th</sup>, 1975.
3. The descriptions of Category I and Category II lands of the community of Mistissini shall be modified to respect the allocations of Category I and Category II lands of Mistissini and Oujé-Bougoumou on the basis of their respective populations at the time of the signing of the *JBNQA* and to permit the establishment of Category I and Category II lands for the community of Oujé-Bougoumou.
4. The Category I and Category II lands of Mistissini to be reallocated to Oujé-Bougoumou comprise the following areas: one hundred (100) km<sup>2</sup> of Category IA lands, sixty-seven (67) km<sup>2</sup> of Category IB lands, and two thousand one hundred and forty-five (2,145) km<sup>2</sup> of Category II lands.

These areas respecting Mistissini lands, including areas for possible adjustments, are depicted generally on the Map I attached hereto.

5. Québec and Oujé-Bougoumou agree that the Map II attached hereto reflects the proposed boundaries for Category IA, IB and II lands for Oujé-Bougoumou, subject to modifications reflecting the exclusion from Category I lands of: transmission lines, 1-km corridors on each side of these transmission lines, and Road L-209 with its right of way (for an approximate width of forty-five (45) meters). The transmission lines and their right of way will also be excluded from Category II lands, all of these exclusions from Category I and II lands being in Category III lands.
6. The parties agree that all subtractions and allocations of Category I and Category II lands will take place in conformity with the applicable laws and within the process accepted and used by the parties for the original allocation of Category I and Category II lands.

To this end, the parties agree that the provisions of Part IX of the *Cree-Naskapi (of Québec) Act* apply to Mistissini Category IA lands. The parties also agree that modifications to Categories and statuses of the lands are not subject to the environmental and social impact assessment process.

7. From the date of the signature of this Agreement until the final transfer of Category IA and IB lands and the allocation of Category II lands to Oujé-Bougoumou, Québec undertakes to apply protection measures to these lands similar to those of the other Cree communities, insofar as the application of such measures does not exceed March 31<sup>st</sup>, 2005.
8. Prior to the survey of Category I lands for Mistissini and Oujé-Bougoumou, plans specifying survey work to be undertaken must be approved by these communities.
9. Québec will not ask from Oujé-Bougoumou and Mistissini the payment of surveying fees for Category I lands, or the expenses related to the allocation of Category II lands.
10. Québec hereby agrees that the two hundred (200) ft. corridor along the shores of the lakes and rivers adjacent to Category I lands of Mistissini which is currently retained by Québec will be eliminated upon execution of the Final Agreement. It is specifically agreed that the revised territorial descriptions of all Category I lands for Mistissini shall not include the two hundred (200) ft. corridors situated between the high-water mark of major waterbodies and the limits of Category I lands presently included in the territorial description for Mistissini Category I lands, and that the resulting addition of approximately thirty-three (33) km<sup>2</sup> representing the area covered by the two hundred (200) ft. corridors shall be subtracted elsewhere if necessary to ensure the correct allocation of Category I lands to the Mistissini community. The approximate thirty-three (33) km<sup>2</sup> of Category II lands comprising the corridors to be eliminated shall be added to the Category II lands of Mistissini if necessary.
11. Québec further agrees hereby that the two hundred (200) ft. corridor will not apply on the lands of the community of Oujé-Bougoumou which are contemplated herein.
12. Mistissini and Oujé-Bougoumou agree that there will be access to the shore lands surrounding Category I lands for safety and security purposes.

### **III FINANCIAL PROVISIONS**

13. A total sum of \$40 million has, in accordance with past discussions, been earmarked by Québec for the definitive settlement of the transfer of lands between Oujé-Bougoumou and Mistissini, including the resolution of the *Abel Bosum* proceedings in regard to Québec, the *MOU* of 1989 in favor of Mistissini, and the Oujé-Bougoumou Agreements of 1989 and 1994.
14. In consideration of the above, Québec shall, in addition to the other provisions of this Agreement, pay the said total amount of \$ 40 million as follows: upon the signing of the Complementary Agreement, a first instalment of \$10 million to Mistissini and an instalment of another \$10 million to Oujé-Bougoumou. Other additional instalments of \$5 million to each community will also be disbursed by Québec in each one of the two (2) Financial Years following the execution of the Complementary Agreement.

15. It is agreed that the communities of Mistissini and Oujé-Bougoumou shall use their respective share of the total amount of \$40 million in accordance with priorities and means they deem appropriate, within the framework of section 13 above.
16. The amount of \$40 million is not meant to replace any existing government program that may be applicable to requests made by Mistissini or Oujé-Bougoumou. The *Secrétariat aux affaires autochtones* undertakes to assist Mistissini and Oujé-Bougoumou in the identification of existing programs that may answer community needs.

#### **IV WILDLIFE**

17. Québec and Mistissini shall establish a process involving the community, the *Société de la faune et des parcs du Québec* (FAPAQ) and the *Société des établissements de plein air du Québec* (SÉPAQ) with the objective of setting up a joint corporation responsible for the management and operations of the Lacs-Albanel-Mistassini-et-Waconichi Wildlife sanctuary and its facilities.
18. Québec and Oujé-Bougoumou shall establish a process involving the community, the *Société de la faune et des parcs du Québec* (FAPAQ) and the *Société des établissements de plein air du Québec* (SÉPAQ) with the objective to set up a joint corporation responsible for the management and operations of the Assinica Wildlife sanctuary and its facilities.
19. Québec undertakes to enter discussions through *FAPAQ* with Oujé-Bougoumou with the objective of transforming the Assinica Wildlife sanctuary to a Cree Heritage Park, in the context of the Québec park network.

#### **V MISTISSINI HUNTING TERRITORIES BEYOND THE *JBNQA* TERRITORY**

20. Considering that Mistissini has since the negotiations of the *JBNQA* and consistently since its signing put forward a claim in respect of the Mistissini hunting territories lying to the east of the height of land, Québec shall, within six (6) months following this Agreement, establish a process with concerned parties for the settlement of this claim.

#### **VI TRANSPORTATION**

21. The ministère des Transports du Québec (MTQ) undertakes to upgrade and pave Highway 167 North from Chibougamau to Mistissini for an estimated global amount of \$ 12 million over the next three (3) Financial Years, as per the following schedule: four million dollars (\$ 4 million) in 2002-03, four million dollars (\$ 4 million) in 2003-04 and four million dollars (\$ 4 million) in 2004-05.
22. The works to be undertaken in 2002-03 will be under the responsibility of the MTQ, with a view to maximizing community spin-offs, especially in terms of employment.
23. For the following Financial Years (2003-04, 2004-05), the terms and conditions for the realization of the project will be negotiated with the community, including issues of employment, contracts and procurement.

24. As far as the Oujé-Bougoumou access road is concerned, the MTQ undertakes in the short term to pursue its efforts to improve safety, among other measures by the application of dust control products. The MTQ will also collaborate with the community to identify and implement a longer-term solution.

**VII AMENDMENT TO THE JAMES BAY AND NORTHERN QUÉBEC AGREEMENT**

25. The parties agree to take the appropriate steps to make the necessary amendments to the JBNQA through a Complementary Agreement which will modify the provisions of the JBNQA related to territorial descriptions and those listing Cree communities. The parties undertake to make their best efforts to see that the Final Agreement and the Complementary Agreement be signed simultaneously.

**VIII INVOLVEMENT OF THE GOVERNMENT OF CANADA**

26. The parties undertake to make their best efforts to obtain the involvement of the Government of Canada as a signatory to the Complementary Agreement pursuant to this Agreement and the Final Agreement, in as timely a manner as possible.

**IX LEGAL PROVISIONS**

27. The provisions related to the status of the *Abel Bosum* proceedings are set out in chapter 9 of this Agreement.

**IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED AT  
WAKAGANISH ON THIS 7<sup>th</sup> DAY OF FEBRUARY 2002**

FOR LE GOUVERNEMENT DU QUÉBEC :

FOR THE CREE PARTIES :

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Gilles Baril  
Minister of State for Natural Resources and Regions  
Minister of Natural Resources  
Minister of Regions  
Minister responsible for the Development of Northern Québec

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Ted Moses  
Grand Chief of the Grand Council of the Crees (Eeyou Istchee)  
Chairman of the Cree Regional Authority

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Sam R. Bosum  
Chief of Oujé-Bougoumou

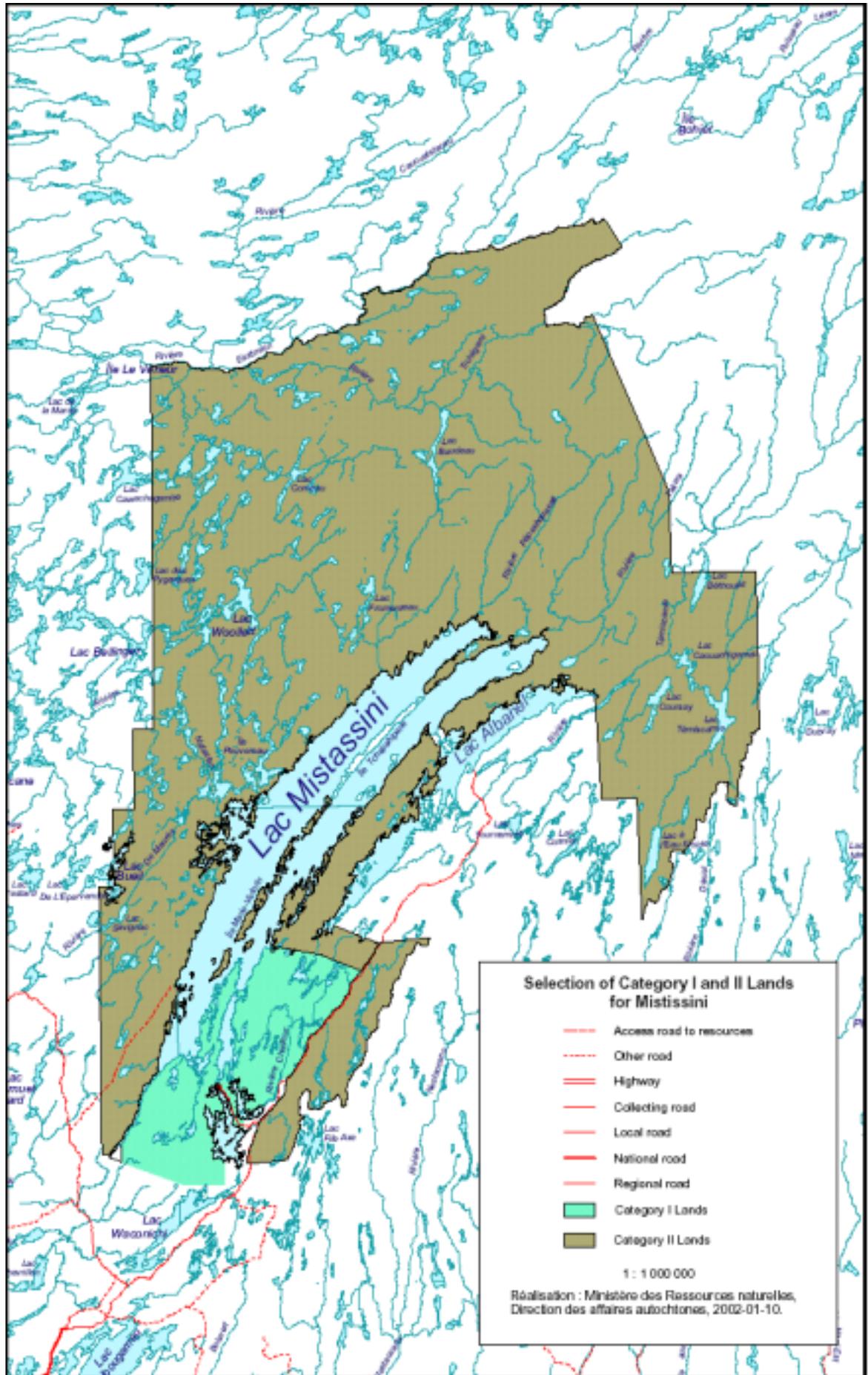
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Rémy Trudel  
Minister of State for Population and  
Native Affairs  
Minister for Native Affairs

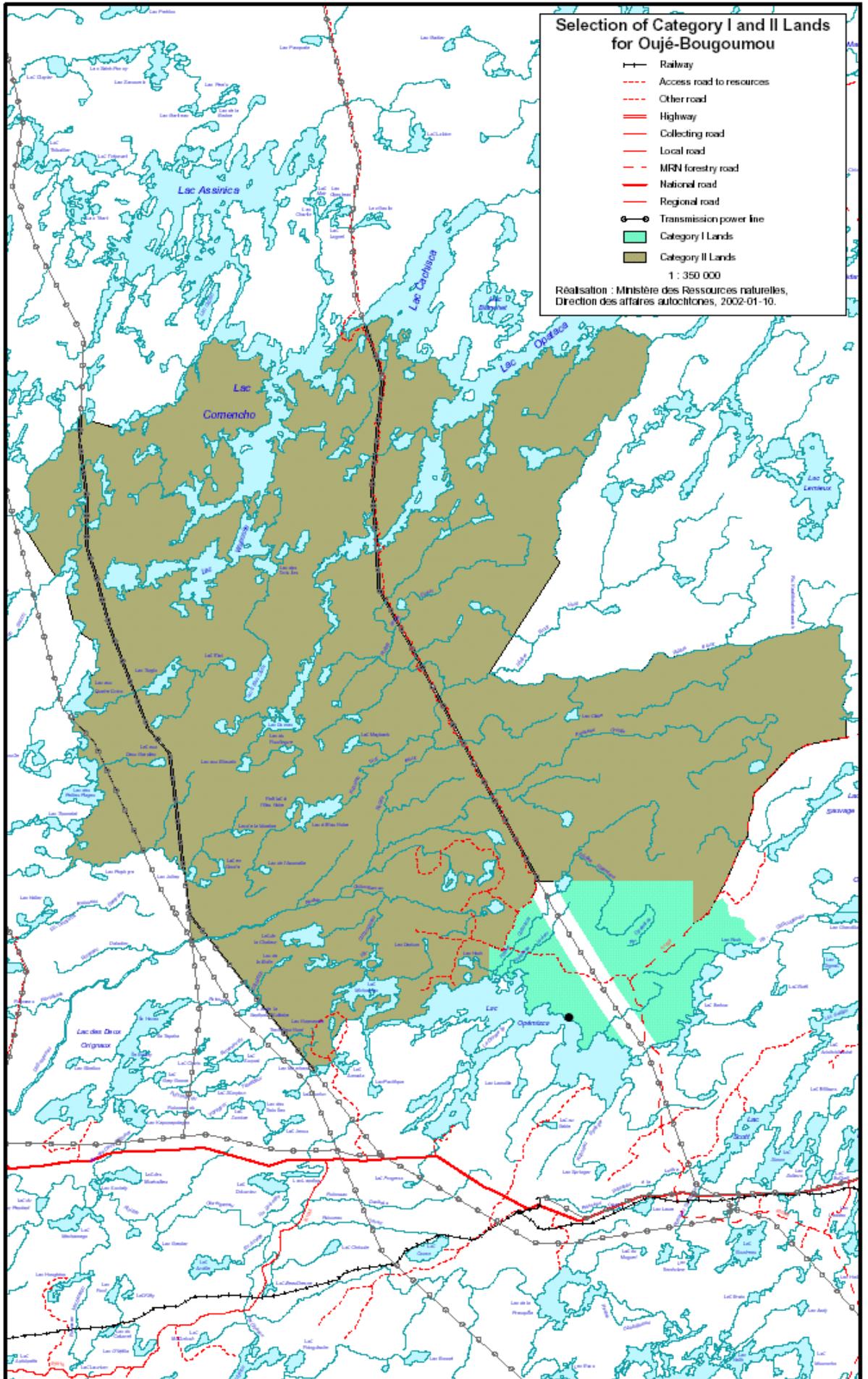
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John Longchap  
Chief of the Cree Nation of Mistissini

**MAP I – DESCRIPTION OF MISTISSINI LANDS**



MAP II – MAP OF OUJÉ-BOUGOUMOU LANDS



**SCHEDULE H**

**FINANCIAL PROVISIONS ILLUSTRATION**

**INTRODUCTION**

The objective of this schedule is to provide more detailed indications pertaining to the application of the indexation formula described in Chapter 7 of the Agreement as well as on the data sources used within the framework of the said indexation formula.

**SUMMARY DESCRIPTION OF THE INDEXATION FORMULA**

The annual contribution of \$70,000,000 for the Financial Year 2004-2005 will be subject to an annual indexation commencing in the Financial Year 2005-2006 according to an indexation factor which measures the evolution in the value of production in the sectors of hydroelectricity, forestry and mining in the Territory contemplated by Chapter 7 of this Agreement. The indexation will reflect the evolution in the volumes and prices over the previous five (5) calendar years in relation to a fixed reference Base determined in accordance with the value of production in these sectors for the reference period of January 1<sup>st</sup>, 1999 to December 31<sup>st</sup>, 2003, as set out in section 7.6.

$$70 \text{ M\$ X } \left\{ \left[ \left( \sum_{t=year}^{year+4} \{ P_{Hydroelectricity_t} + P_{Mining_t} + P_{Forestry_t} \} \right) \div 5 \right] \div \text{Base} \right\}$$

**DATA COLLECTION AND COMPUTATION OF PRODUCTION VALUES:**

**1. Hydroelectricity**

**1.1 Data Sources**

- a. Annual Report of Hydro-Québec published in the second quarter following the year end of December 31<sup>st</sup>;
- b. Monthly meter readings by plant operators verified through KWHmetre software, Hydro-Québec.

**1.2 Production in the Territory (in MWh, net of plants station services consumption)**

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	etc.
2000	2001	2002	2003	2004	

List of production units

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TOTAL (PHVolume<sub>t</sub> )

**1.3 Average Price**

The price of electricity used within the framework of the indexation formula represents the implicit average unit price resulting from the sales of electricity by Hydro-Québec in Québec and elsewhere in Canada and in the United States.

The implicit average unit price for a given year is obtained by dividing the value of electricity sales (in millions of dollars) by Hydro-Québec in Québec and elsewhere in Canada and in the United States during the course of that year by the quantity of electricity sold (in MWh) on these same markets during that same year.

**1.4 Value of hydroelectricity production**

The value of the hydroelectricity production in the Territory for a given year is measured by applying the implicit average unit price (in \$/MWh) obtained by Hydro-Québec for its electricity sales in Québec and elsewhere in Canada and in the United States (*PHPrice*, as set out in 1.3) to the volume (in MWh) of the net electricity production in the Territory (*PHVolume* described at 1.2) during the course of this same year.

For example, for the 2005-2006 Financial Year, the value of production for the civil years 2000 to 2004, as measured above, would be used as indexation factor for the electricity sector.

For Financial Year 2005-2006: 
$$\sum_{t=2000}^{2004} (PHVolume_t \times PHPrice_t) \div 5$$

**2. Mining**

**2.1 Data Sources:**

Ministère des Ressources naturelles du Québec (MRN), *Recensement annuel des mines, des carrières et des sablières.*

**2.2 Value of shipments in the Territory as reported by producers (in M\$)**

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	etc.
2000	2001	2002	2003	2004	

List of mines in production.

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TOTAL (PMines<sub>t</sub>)

Thus for the Financial Year 2005-2006: 
$$\sum_{t=2000}^{2004} (PMining_t) \div 5$$

### 3. Forestry

#### 3.1 Data Sources

- a) Statistics Canada, *Logging industry* (Catalogue 25-201).
- b) Forestry register of the ministère des Ressources naturelles du Québec.

#### 3.2 Production in the Territory as reported by le ministère des Ressources naturelles (shipments in M m<sup>3</sup>, public forests)

$\frac{\text{Year 1}}{2000}$     $\frac{\text{Year 2}}{2001}$     $\frac{\text{Year 3}}{2002}$     $\frac{\text{Year 4}}{2003}$     $\frac{\text{Year 5}}{2004}$    etc.

Total Production as defined as follows:

$$\sum_{t=\text{Year 1}}^{\text{Year 5}} \left( \text{Forestry Production in } m^3 \right) = \text{PFVolume}$$

#### 3.3 Average price per m<sup>3</sup> in Québec (public and private forests)

$\frac{\text{Year 1}}{2000}$     $\frac{\text{Year 2}}{2001}$     $\frac{\text{Year 3}}{2002}$     $\frac{\text{Year 4}}{2003}$     $\frac{\text{Year 5}}{2004}$

- a) Value of shipments in Québec (determined by Statistics Canada)
- b) Volume of wood harvested (determined by the ministère des Ressources naturelles du Québec)

Average price per m<sup>3</sup> (3.3a ÷ 3.3b)

#### 3.4 Production value for Forestry (3.2 x 3.3)

For the Financial Year 2005/2006:  $\sum_{t=2000}^{2004} (PFVolume_t \times PFPrice_t) \div 5$