SECTION 9

Transitional Measures

9.1 During the Transitional Period specified in section 2, notwithstanding the provisions of subsection 2.5 which precede paragraph 2.5.1, the following shall apply to the extent and in the manner that the provisions of the present Agreement relating to the following permit:

9.1.1 section 3;

9.1.2 Canada and Québec shall pay for the benefit of the Naskapis of Québec the amounts of compensation specified in subsection 16.1. Until the creation of the Corporation provided for in section 17, such amounts shall be paid to a financial institution in Québec mutually acceptable to Québec, Canada and to the Naskapi Native party, for the benefit of the Naskapis of Québec, pursuant to trust arrangements acceptable to Canada, Québec and the Naskapi Native party, the whole taking into account the provisions of subsection 16.5. Upon the creation of the Corporation provided for in section 17, such amounts held in trust shall be paid to the said Corporation for the benefit of the Naskapis of Québec, and Québec shall thereafter pay to the said Corporation, for the benefit of the Naskapis of Québec, such further amounts of compensation to which they shall be entitled in accordance with the provisions of subsections 16.1 and 16.5. Notwithstanding the foregoing, if for any reason whatsoever the present Agreement does not come into force as provided for in section 2, the said amounts of compensation deposited in trust, but not the interest therefrom, shall be reimbursed, without further formality, to Canada and Québec, according to the amount each has deposited;

9.1.3 the Naskapi Native party shall be entitled to receive, retain and use the interest, when same becomes due, earned on the compensation held in trust as provided in paragraph 9.1.2, as well as the interest referred to in paragraph 16.1.5 and subsection 16.3, to be used for the purposes contemplated by subsection 17.7 notwithstanding that the Corporation contemplated by section 17 shall not have been created;

9.1.4 section 4;

9.1.5 until the coming into force of the present Agreement, Québec undertakes not to alienate, cede, transfer, or otherwise grant rights respecting Block Pearce, Block Cartier and Block Matemace, as defined in section 20, or respecting Block Tait, as defined in section 5. Nevertheless, those rights, including the establishment of public servitudes, which Québec could, in accordance with section 5, alienate, cede, transfer, grant or establish may be alienated, ceded, transferred or otherwise granted during this period;

9.1.6 with respect to the areas that may become Category I-N lands, from the coming into force of the present Agreement until the determination of Category I-N lands and thereafter with respect to the said determined lands, the parties agree to act, to the extent possible, as if the provisions of section 5 were in effect. With respect to Category II-N lands, from the approval of the present Agreement, the parties agree to act, to the extent possible, as if the provisions of section 5 were in effect;

9.1.7 section 6;

9.1.8 the Naskapis of Québec undertake that no legal proceedings will be instituted having as an object the halting of works being carried out substantially in accordance with the Caniapiscau Diversion portion of le Complexe La Grande (1975) or having as an object the halting of works for any reason whatsoever of any other portion of the said le Complexe La Grande (1975);

the Naskapis of Québec agree that they shall not institute any legal proceedings relating to the James Bay Project or relating to any matters contemplated by the proceedings in the case of Kanatewat et al. vs. James Bay Development Corporation et al. (05-04840-72, 05-04841-72). The Naskapis of Québec further agree not to institute legal proceedings relating to Transitional Measures referred to in the present Agreement except for those Transitional Measures in effect after the present Agreement has come into force in accordance with subsection 2.5;

9.1.9 subsection 7.2, and, after the coming into force of the present Agreement, when Category IA-N lands are determined in accordance with the provisions of section 20, the other provisions of section 7;

after the coming into force of the present Agreement, section 8 when Category IB-N lands are determined in accordance with the provisions of paragraph 5.1.3;

9.1.10 the provisions of section 10, 11 and 12 susceptible of being implemented, to the extent possible;

9.1.11 if Block Pearce, as defined in section 20, is determined pursuant to the provisions of section 20 to be the site of the permanent residence of the Naskapis of Québec, then, in addition to the Matimekosh Reserve, as defined in section 20, which they may continue to occupy, enjoy and use until the surrender contemplated in subsection 20.24 takes effect, the Naskapis of Québec may after such determination occupy, enjoy and use that portion of said Block Pearce which is not included in the Matimekosh Reserve;

if the Naskapis of Québec are to relocate pursuant to the vote provided for in section 20, then, after such vote, in addition to said Matimekosh Reserve which they may continue to occupy, enjoy and use until the surrender contemplated in subsection 20.24 takes effect, the Naskapis of Québec may also, from the coming into force of the present Agreement, enjoy and use, in accordance with the provisions of the present Agreement, the lands determined to become the Category IA-N lands;

9.1.12 from the coming into force of the present Agreement and until the determination of Category IB-N lands in accordance with paragraph 5.1.3, the Naskapis of Québec shall be permitted to enjoy and use Block Tait shown in schedule 4 of section 4. Once Category IB-N lands are determined, then, thereafter, providing the present Agreement is already in force or, if not, from the date of the coming into force of the present Agreement, the Naskapis shall be permitted to enjoy and use such determined area. The enjoyment and use contemplated by the present paragraph shall not be inconsistent with the type of enjoyment and use that the Naskapis shall have once these lands are granted to them;

9.1.13 subsection 14.1, upon the coming into force of both the present Agreement and the laws or regulations required to apply said subsection;

9.1.14 the Naskapis of Québec shall have the exclusive right to hunt, fish and trap on Category II-N lands;

9.1.15 upon both the present Agreement and the legislation required to implement section 15 coming into force, all the provisions of section 15 shall apply;

9.1.16 notwithstanding paragraph 9.1.15, paragraph 15.5.6 and subsections 15.6, 15.10 and 15.14, upon the present Agreement coming into force;

9.1.17 until the coming into force of the present Agreement the Naskapi Native party shall appoint two (2) persons who shall be entitled to attend, as non-voting observers, the meetings of the Coordinating Committee established pursuant to Section 24 of the James Bay and Northern Québec Agreement. The members of the Coordinating Committee shall cooperate with the said two (2) observers and, to the extent possible, shall not jeopardize the rights that the Naskapis of Québec have during the Transitional Period and which they shall have when the present Agreement is in force;

9.1.18 subsection 16.2 upon the present Agreement coming into force;

9.1.19 subsections 16.4 and 16.5;

9.1.20 paragraph 16.6.1 and the recommendation referred to in paragraph 16.6.2;

9.1.21 the Corporation contemplated by section 17 may be created once the present Agreement is in force;

9.1.22 section 18;

9.1.23 section 19, to the extent the provisions thereof are not in conflict with the laws and regulations of Québec, as amended from time to time;

9.1.24 section 20, except for subsection 20.28.