SECTION 6

Technical Aspects

6.1 Project description

6.1.1 Definitions

For the purposes of this section, the following words and phrases shall be defined as follows:

6.1.1.1) "Société d'énergie de la Baie James", la Société d'énergie de la Baie James or la Commission hydroélectrique de Québec (Hydro-Québec), or both;

6.1.1.2) "Le Complexe La Grande (1975)", the project described in Schedule 1 of Section 8, as amended from time to time, of the James Bay and Northern Québec Agreement.

6.1.2 Le Complexe La Grande (1975)

The Naskapis of Québec acknowledge that Le Complexe La Grande (1975) is already under construction and therefore shall not be subject to the environmental regimes established by the present Agreement and by the James Bay and Northern Québec Agreement, and the Naskapis of Québec further agree not to take any actions whatsoever which would prevent the construction of the components of Le Complexe La Grande (1975), substantially as described in Schedule 1 of Section 8 of the James Bay and Northern Québec Agreement, with or without LA 1 and EM 1 or as modified from time to time pursuant to the application of the provisions of Sub-Section 8.19 of the James Bay and Northern Québec Agreement.

6.1.3 Substantial additions or modifications to Le Complexe La Grande (1975)

For the purposes of the present Agreement, the Naskapis of Québec and la Société d'énergie de la Baie James agree that any additions and/or substantial modifications to Le Complexe La Grande (1975), if built, shall in respect to the Naskapis of Québec be considered as future projects subject to the applicable environmental regime in respect only to ecological impacts, and that sociological factors or impacts shall not be grounds for the Naskapis of Québec to oppose or prevent the said developments.

This provisions shall not eliminate the reasonable mitigating measures required to minimize effects of the projects on the hunting, fishing and trapping by the Native people and there shall be remedial works for these projects. Nothing herein shall prevent la Société d'énergie de la Baie James from effecting remedial works, or from entering into agreements with the Naskapis of Québec, or with the Naskapis of Québec and others, for the purpose of undertaking such works.

Moreover, the Naskapis recognize that LG 1 of Le Complexe La Grande (1975) may be built either at mile 44 or at mile 23 on the La Grande River and that such construction, if effected, is considered by the Naskapis as a part of Le Complexe La Grande (1975).

6.2 Special provisions related to the diversion of part of the basin of the Caniapiscau River

There shall be general remedial works carried out at the cost of la Société d'énergie de la Baie James to minimize to a reasonable extent all possible and probable damages to the Naskapis of Québec or to the animals, birds and fish on which they depend in that part of the Territory situated north of the point of

diversion of the Caniapiscau River resulting from the said diversion of the Caniapiscau River, which diversion forms part of Le Complexe La Grande (1975).

All studies, plans, monitoring and remedial works undertaken pursuant to the above provisions shall be decided, managed and supervised by la Société d'énergie de la Baie James.

6.2.1 Caniapiscau-Koksoak joint study group

La Société d'énergie de la Baie James shall forthwith upon the execution of the present Agreement, if this has not previously been done, take the necessary measures to establish and provide for the funding of the Caniapiscau-Koksoak joint study group to be constituted pursuant to the provisions of Sub-Section 8.10 of the James Bay and Northern Québec Agreement.

6.2.1.1) Membership

In addition to the members provided for in sub-paragraph 8.10.1 a) of the James Bay and Northern Québec Agreement, one member of this joint study group shall be designated by the Naskapi Native party. The member so designated shall officially become a member of the said joint study group upon the approval of la Société d'énergie de la Baie James, which approval may not be unreasonably withheld and, in any event, may only be withheld for reasons of professional standing or qualification. This member will be entitled to have a Naskapi assistant to act as a liaison and information officer for the Naskapi local authority and such assistant will be paid on a per diem basis for time approved by la Société d'énergie de la Baie James.

6.2.1.2) Special provisions

Within the limits of its mandate, the joint study group shall study, in addition to the other remedial measures contemplated by Sub-Section 8.10 of the James Bay and Northern Québec Agreement relating to the diversion of the waters of the upper basin of the Caniapiscau River, the possibility of partially regulating the flow of water in the remaining portion of the Caniapiscau River basin by the building of regulating reservoirs for the purpose of maintaining to the extent reasonable the aquatic wildlife resources. However, the technical aspects of this regulation shall be studied by the engineering service of la Société d'énergie de la Baie James but only if the said joint study group considers that the advantages of such regulation may be greater than the disadvantages thereof.

6.2.1.3) Salary and reasonable expenses of the Naskapi representative and his Naskapi assistant

The salary and reasonable expenses of the representative of the Naskapis and his Naskapi assistant will be established by la Société d'énergie de la Baie James on the basis of their qualifications and will be paid by la Société d'énergie de la Baie James only for actual time spent on the business of the study group, and the appropriate administrative procedures of la Société d'énergie de la Baie James shall apply in this respect.

6.2.2 Employment

To the extent that it is feasible, Native people shall be employed by la Société d'énergie de la Baie James in the carrying out of research, monitoring and other functions for the work that will be carried out by la Société d'énergie de la Baie James in the area north of the 55th parallel or in the area of the Caniapiscau Reservoir. For such work, la Société d'énergie de la Baie James shall cooperate with the

Naskapi Native party in the development and implementation of on the job training programs designed to upgrade the skills of Naskapi persons who are or might be employed in the carrying out of work by la Société d'énergie de la Baie James.

6.3 Clearing of the Caniapiscau Reservoir

The clearing of the Caniapiscau Reservoir shall be carried out taking into consideration the clearing objectives of Schedule 2 to Section 8 of the James Bay and Northern Québec Agreement. It is understood that la Société d'énergie de la Baie James shall have the final decision as to the extent of the selective clearing of the Caniapiscau Reservoir and shall pay for all said clearing work. The Naskapi Native party shall have the right to submit briefs to la Société d'énergie de la Baie James regarding the clearing of the Caniapiscau Reservoir to facilitate the hunting, fishing and trapping activities of the Naskapis of Québec as provided for in the Hunting, Fishing and Trapping Regime referred to in paragraph 15.2.1.

6.4 Water spilling in the Caniapiscau River

Should the estimated spring run-off for any one year indicate that spilling in the Caniapiscau River may be required at the diversion point, la Société d'énergie de la Baie James undertakes to distribute the spills over the longest practical period to minimize the peak discharges.

Whenever such spills have taken place, la Société d'énergie de la Baie James shall furnish to the Naskapi Native party the details of such spills and daily discharge records. In controlling the seasonal variations of water levels in the Caniapiscau Reservoir of Le Complexe La Grande (1975) ecological considerations shall be taken into account.

6.5 Environmental Expert Committee of la Société d'énergie de la Baie James

La Société d'énergie de la Baie James shall carry out and pay for its normal environmental program including impact assessments and remedial works to be studied, decided, planned, executed and supervised through its normal administrative procedure.

In order to be advised, la Société d'énergie de la Baie James has formed and Environmental Expert Committee which will submit its recommendations to la Société d'énergie de la Baie James Management Committee and, when appropriate, to the board of directors, which makes the final decision as to the implementation of these recommendations.

When this committee of experts studies matters related to the mandate of the Caniapiscau-Koksoak joint study group referred to in paragraph 6.2.1, or any recommendation of said joint study group or any remedial work considered in connection with the construction of the Caniapiscau Reservoir, la Société d'énergie de la Baie James shall invite the member of the Caniapiscau-Koksoak joint study group appointed by la Société d'énergie de la Baie James pursuant to the recommendation of the Naskapi Native party to attend the meeting but he shall participate in the discussions on said matters only.

The said invited member shall be remunerated for the time spent on the business of the Environmental Expert Committee in accordance with the provisions of subparagraph 6.2.2.3. The appropriate administrative procedures of la Société d'énergie de la Baie James shall apply in this respect.

6.6 Fortuitous event

There shall be no liability under the present Agreement for any party hereto in case of events beyond the control of such party and in case of fortuitous events, that is to say, any unforeseen event caused by superior force which it was impossible to resist. Without limiting the foregoing, fortuitous events shall include an act of public enemies, war, invasion, insurrection, riot, civil disturbance, labor strike and other similar events.

6.7 Release

In consideration of and subject to the benefits and undertakings in favour of the Naskapis of Québec contemplated by the present Agreement and except as otherwise provided for in the present Agreement, the Naskapis of Québec in respect to Le Complexe La Grande (1975) hereby release la Société d'énergie de la Baie James and/or la Commission hydroélectrique de Québec (Hydro-Québec) and/or la Société de développement de la Baie James of all claims, damages, inconvenience and impacts of whatever nature related to the hunting, fishing and trapping of the Naskapis of Québec and related activities and to their culture and traditional ways that may be caused by the construction, maintenance and operation of Le Complexe La Grande (1975), except however that such release shall not apply to the utilization by the Naskapis of Québec of wildlife resources north of the 55th parallel insofar as such utilization may be affected by the Canispiscau diversion.

6.8 Application of laws of Canada

Notwithstanding anything in this section, the laws of Canada, from time to time in force, shall continue to apply to all development contemplated within the terms of this section insofar as such laws are applicable to such development.

Canada acknowledges that the project and its components, as presently described in Schedule 1 of Section 8 of the James Bay and Northern Québec Agreement, are in substantial conformity with the requirements of applicable federal laws and regulations and consents to its construction in accordance with said description insofar as such consent is required.

6.9 Amendments

This section, except subsections 6.1, 6.3 and 6.8, may be amended with the consent of la Société d'énergie de la Baie James, la Commission hydroélectrique de Québec (Hydro-Québec) and the Naskapi Native party.

Subsections 6.1 and 6.3 may be amended with the consent of la Société d'énergie de la Baie James, la Commission hydroélectrique de Québec (Hydro-Québec), the Naskapi Native party and the Cree Native party.

Subsection 6.8 may be amended with the consent of la Société d'énergie de la Baie James, la Commission hydroélectrique de Québec (Hydro-Québec), the Naskapi Native party and Canada.