SECTION 20

Relocation

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

20.1.1 "Matimekosh Reserve", that area of approximately thirty-seven (37) acres situated within the limits of the Municipality of the City of Schefferville, in the territory of Nouveau-Québec, contemplated by Québec Order-in-Council No. 2718 dated August 21, 1968;

20.1.2 "Block Pearce", that part of the Matimekosh Reserve on which are situated the houses and related structures of the Naskapis of Québec together with an adjacent area, the whole comprising an area of approximately thirty-nine point thirty-three (39.33) acres, included within Block Champlain shown on the map annexed as schedule 1 to section 4;

20.1.3 "Block Cartier", that area of approximately one hundred and fifty (150) acres situated within the limits of the Municipality of the City of Schefferville comprising the area of fifty-eight (58) acres contemplated by Québec Order-in-Council No. 951 dated June 7, 1960, together with an adjacent area, the whole shown on the map annexed as schedule 2 to section 4;

20.1.4 "Block Matemace", the area of sixteen square miles (16 sq. mi.), including Matemace Lake, as shown on the map annexed as schedule 3 to section 4;

20.1.5 "Naskapi community", the village, settlement or community on the Category IA-N lands, as specified in the provisions of the present section.

20.2 The Naskapis of Québec accept Block Pearce in the form of Category IA-N lands as their permanent residence for the purposes of the present Agreement. Nevertheless, the Naskapis of Québec have the option to relocate in order to obtain, at a block other than Block Pearce, Category IA-N lands for their permanent residence for the purposes of the present Agreement, subject to the conditions relating thereto herein specified.

20.3 A Relocation Committee (hereinafter referred to as the "Committee") consisting of three (3) members, to be named within thirty (30) days after the approval of the present Agreement, is established, with one (1) of said members being appointed by the Naskapi Native party, one (1) being appointed by Canada and one (1) being appointed by Québec. Each party shall pay the remuneration and expenses of the member appointed by such party. All decisions of the Committee shall be unanimous. Each party may, from time to time, replace the member appointed by it. A member who is unable to attend a particular meeting of the Committee may be represented at such meeting by a substitute in possession of a written proxy from the party that appointed the absent member.

20.4 The responsibilities of the Committee are to unanimously determine which sites in Block Matemace, in addition to Block Pearce and Block Cartier, shall be studied pursuant to subsection 20.6 as a possible permanent residence for the purposes of the present Agreement for the Naskapis of Québec. Furthermore, within three (3) months of the appointment of its members, the Committee shall unanimously select and engage the necessary and appropriate expertise to effect the said study following its assessment of dossiers of qualifications and technical proposals from expert firms or groups suggested by each of its members. The said study shall be done, at least partially, during the time of the year when the areas designated in schedules 1, 2 and 3 to section 4 are free of snow.

20.5 Canada, Québec and the Naskapi Native party, or parties designated by them, shall each contribute a sum of twenty thousand dollars ($20,000) to cover all expenses authorized by the Committee in the discharge of its responsibilities as contemplated by subsection 20.4, including the expenses and fees of the expertise engaged. The total of all costs cannot exceed sixty thousand dollars ($60,000). The said contribution of the Naskapi Native party shall not be included as a cost of negotiations contemplated by subsection 16.4. Each of the said contributions shall be effected to the Committee within two (2) months after the approval of the present Agreement. Any portion of the said contributions which has not been spent, once the study has been completed and paid for, shall be returned on an equal basis to the contributing parties.

20.6 The purpose of the study of Block Pearce, Block Cartier and the sites within Block Matemace is:

20.6.1 to evaluate the capital cost of constructing a suitable village, including the capital cost of any improvements, additions, works and access routes to Schefferville required to render each site a suitable permanent residence for the Naskapis of Québec;

20.6.2 to evaluate with respect to each site the operating and maintenance costs of existing facilities thereon, as well as of any required construction, improvements, additions, works and access routes to Schefferville;

20.6.3 to indicate, taking into account the provisions of the present Agreement, which services, structures and facilities of or in the Municipality of the City of Schefferville could be used in respect to each site and would therefore not have to be duplicated;

20.6.4 to indicate any technical constraints which render a site studied unsuitable as a permanent residence for the Naskapis of Québec.

20.7 The Committee shall engage the expertise required on the condition that the report containing the results of the study contemplated by subsection 20.6 shall be received by the Committee within eight (8) months from the date of the engagement of the expertise. Forthwith upon receiving said report, the Committee shall submit it to Canada, Québec and the Naskapi Native party. The said report shall be in a form that permits comparisons of the data with respect to each site.

20.8 The members of the Committee appointed respectively by Canada and the Naskapi Native party shall constitute a separate committee (hereinafter referred to as the "Socio-Economic Study Group"), the function of which will be to examine and report on the social, economic and cultural factors that may be beneficial or inimical to the Naskapis of Québec with respect to the establishment of their permanent residence at each of the sites studied pursuant to subsection 20.6.

20.8.1 The Socio-Economic Study Group shall, by mutual agreement of its members, select and engage the necessary and appropriate expertise to effect a study of the said social, economic and cultural factors. For such purpose Canada and the Naskapi Native party shall contribute, respectively, a maximum of thirty thousand dollars ($30,000) and five thousand dollars ($5,000). The total cost of the study authorized by the Socio-Economic Study Group shall not exceed thirty-five thousand dollars ($35,000).

20.8.2 The Socio-Economic Study Group shall, by mutual agreement of its members, instruct the expertise engaged to undertake the study provided for in subsection 20.8 to make such inquiries as

may be appropriate. In particular, however, the expertise shall be instructed to take account of the extent to which the Naskapis of Québec may be able to take advantage of the various benefits derived from the present Agreement at each of the sites studied pursuant to subsection 20.6 in comparison with their present situation on the Matimekosh Reserve.

20.8.3 The expertise engaged by the Socio-Economic Study Group shall also take account of the report contemplated by subsection 20.7 and the indication by Québec as contemplated by subsection 20.10, and shall submit its report within two (2) months after Québec has given the said indication.

20.9 Canada, Québec and the Naskapis of Québec agree that the report contemplated by subsection 20.7, and the report contemplated by subsection 20.8, shall in no way be binding upon any or all of them and shall not oblige Canada or Québec or the Naskapis of Québec to any course of action or to any further undertakings of any kind whatsoever other than those specifically provided for in this section.

20.10 Within two (2) months after Québec has received the report contemplated by subsection 20.7, Québec shall indicate to the Naskapi Native party and to Canada which, if any, of the sites studied are unacceptable to Québec as a permanent residence for the Naskapis of Québec because of technical or financial considerations. In the event of such an objection by Québec the site or sites objected to shall no longer be available for selection as the permanent residence for the Naskapis of Québec. Notwithstanding the above, Québec undertakes not to object to at least one (1) of the sites studied in Block Matemace.

20.11 Canada shall provide the financial support for relocation set out in paragraph 20.12.2 provided it is satisfied, on the basis of the results of the studies provided for above, that a site, other than Block Pearce, which is acceptable to Québec pursuant to subsection 20.10, is capable of providing significant benefits to the Naskapis of Québec. Within two (2) months after Canada has received the report of the Socio-Economic Study Group, Canada shall indicate to Québec and to the Naskapi Native party which site or sites, if any, Canada has determined is capable of providing significant benefits to the Naskapis of Québec, and what amount Canada shall contribute for relocation to such site or sites pursuant to its commitment specified under paragraph 20.12.2.

20.12 In order to permit the Naskapis of Québec to opt, and in the event they do opt, in accordance with the conditions herein specified, to establish their permanent residence for the purposes of the present Agreement on a block other than Block Pearce, then, subject to the conditions of this section:

20.12.1 Québec shall contribute one million dollars ($1,000,000) in the form, at the option of Québec, of money, works, houses, buildings, facilities, wares or services or other similar benefits, provided that if such contribution is to be in a form other than money it shall be compatible with the detailed plan developed pursuant to subsection 20.20;

20.12.2 subject to subsection 20.11, Canada shall contribute one million dollars ($1,000,000). Canada shall also, as funding is made available under normal programs in effect from time to time, provide assistance toward the relocation of the Naskapis of Québec. Any additional funding by Canada in excess of the said one million dollars ($1,000,000) and in excess of the said funding made available under normal programs shall be at the sole option of Canada;

20.12.3 the Naskapis of Québec shall contribute to a maximum of one million dollars ($1,000,000) toward the capital cost of the said relocation, but such contribution shall be limited to an amount

equivalent to fifty percent (50%) of the aggregate of the interest earned during the five (5) year period following the execution of the present Agreement on the compensation to be received by the Naskapis of Québec in virtue of section 16. The foregoing shall not prevent the Naskapis of Québec, at their sole option, from making any further contribution toward the capital cost of the relocation, whether by way of money, labour or in any form or manner whatsoever.

20.13 In the event that the Naskapis of Québec opt, in accordance with the conditions herein specified, to establish their permanent residence for the purposes of the present Agreement on a block other than Block Pearce, and the capital cost of said relocation as contemplated in subsection 20.14 is less than the contributions provided for, then such contributions shall each be proportionally reduced.

20.14 Prior to the vote by the Naskapis of Québec concerning their relocation, and as a precondition for the contributions by Canada, Québec and the Naskapis of Québec contemplated by subsection 20.12 becoming exigible, Canada, Québec and the Naskapi Native party must be satisfied, as evidenced by an exchange of letters, that the said contemplated contributions, including the terms and conditions of said contributions, are sufficient, without any further contribution than the one provided in paragraph 20.12.1 on the part of Québec, to render, within a period of three (3) years from the date of the vote contemplated by subsection 20.16, the possible relocation site a suitable permanent residence for the Naskapis of Québec for the purposes of the present Agreement in conformity with the constructions, improvements, additions, works and access routes to Schefferville contemplated by the study referred to in subsection 20.6.

The contribution by Québec shall not exceed one million dollars ($1,000,000) even if the cost of the relocation exceeds, for any reason whatsoever, the cost envisaged at the time of the aforementioned exchange of letters.

20.15 In the event that more than one site should prove, pursuant to the provisions of the present section, to be available to the Naskapis of Québec for relocation thereto, the Naskapi Native party, by resolution, shall determine which one of said sites shall be submitted to the vote contemplated by subsection 20.16.

20.16 Subject to subsections 20.10, 20.11 and 20.14, within two (2) years from the date of the approval of the present Agreement, the Naskapis of Québec shall decide by means of a vote, held on such conditions and procedures proposed by the Naskapi Native party and accepted by Canada and Québec, whether they shall relocate or whether Block Pearce will become their permanent residence for the purposes of the present Agreement.

20.17 Notwithstanding the option of relocation granted to the Naskapis of Québec by the provisions of the present section, the Naskapis of Québec hereby recognize that neither Canada nor Québec is requiring the Naskapis of Québec to relocate, and that if a relocation does take place, it will be as a result of their own choice.

20.18 Block Pearce shall be the permanent residence of the Naskapis of Québec for the purposes of the present Agreement unless the result of the vote held within the delay specified in subsection 20.16 indicates that at least seventy-five percent (75%) of the Naskapis of Québec of the age of eighteen (18) years or more have voted in favour of relocation to the site determined pursuant to the provisions of this section.

20.19 If at least seventy-five percent (75%) of the Naskapis of Québec of the age of eighteen (18) years or more, by means of the vote held in conformity with subsection 20.16, decide to relocate, then, the said vote shall be a binding obligation on the Naskapis of Québec to relocate to the said site, and contributions contemplated by subsection 20.12 shall be diligently provided by Canada, Québec and the Naskapis of Québec, or by parties designated by them, in conformity with the terms and conditions specified in the letters exchanged pursuant to subsection 20.14 upon which the parties allowed the vote to be proceeded with, and subject to the limitations specified in subsections 20.11 and 20.12, in order to enable the Naskapis of Québec to relocate within a period of three (3) years from the date of the said vote.

20.20 In the circumstances contemplated by subsection 20.19, Canada, Québec and the Naskapis of Québec shall establish by negotiation the conditions, other than those specified in this section, of planning and implementing the said relocation. Such planning shall include, inter alia, the development of a detailed plan for the Naskapi community based on the requirements identified in the study contemplated by subsection 20.6, the whole to conform in substance with the proposal on which the vote was held that resulted in the decision to relocate by the Naskapis of Québec. Planning and implementation of the said relocation shall allow for preferential arrangements to be made to enable the Naskapis of Québec to obtain employment and contracts in implementing the construction, improvements, additions, works and access routes to Schefferville undertaken pursuant to the provisions of this section.

20.21 In the circumstances contemplated by subsection 20.19, the Naskapi of Québec accept that Block Cartier of Block Matemace, as the case may be, shall become Category IA-N lands and their permanent residence for the purposes of the present Agreement. Canada and Québec shall, to the extent of their respective jurisdiction, within one (1) year of said vote, take the necessary measures to ensure that Block Cartier or Block Matemace, as the case may be, shall become Category IA-N lands.

20.22 Canada and Québec shall, to the extent of their respective jurisdiction, take the necessary measures to ensure that Block Pearce shall become Category IA-N lands for the permanent residence of the Naskapis of Québec for the purposes of the present Agreement on:

20.22.1 the earlier of the following events:

immediately upon the expiry of six (6) months following the vote contemplated by subsection 20.16, if, in accordance with subsection 20.18, by the result of said vote, the Naskapis of Québec choose not to relocate, or

immediately upon the expiry of two and one-half (2½) years following the approval of the present Agreement, if, for any reason whatsoever, the vote contemplated by subsection 20.16 has not taken place,

and

20.22.2 the coming into force of the present Agreement.

20.23 Upon the vote contemplated by subsection 20.16 taking place, of if for any reason whatsoever the vote has not taken place within two (2) years after the approval of the present Agreement, all blocks which could, pursuant to the provisions of the present section, become Category IA-N lands shall thereafter no longer be available, except the block which shall become Category IA-N lands pursuant to the said vote or absence thereof.

20.24 The Naskapi band has surrendered any right or interest that it and its members have or may have with respect to the Matimekosh Reserve as well as with respect to the area contemplated by said Order-in-Council No. 951, by virtue of the surrender which has been executed pursuant to, and in accordance with the provisions of the Indian Act (R.S.C. 1970, c. I-6), a certified copy of which is attached as schedule 1 to this section. Canada has accepted the said surrender by virtue of Order-in-Council No. P.C. 1978-109, dated January 19, 1978, a certified copy of which is attached as schedule 2 to this section. In accordance with the provisions of the said surrender and the said Order-in-Council of Canada, the effects of the surrender are suspended until:

20.24.1 the earliest of the following three (3) events;

six (6) months after the vote contemplated in subsection 20.16 if, as a result of the said vote, the decision of the Naskapis of Québec is not to relocate, or

three (3) years after the vote contemplated in subsection 20.16 or upon the signification of the resolution contemplated by subsection 20.29, whichever is the earlier, if, as a result of the said vote, the decision of the Naskapis of Québec is to relocate, or

two and one-half (2½) years after the approval of the present Agreement if, for any reason whatsoever, the vote contemplated in subsection 20.16 has not taken place,

and

20.24.2 the coming into force of the present Agreement.

20.25 In the event that the Naskapis of Québec vote, pursuant to the provisions of this section, to relocate to Block Cartier, those persons, if any, who are not eligible pursuant to section 3, but who at the time of the execution of the present Agreement are living on such block, shall be permitted to continue to reside thereon and to enjoy continued access to, and movement about, said block, the whole while respecting the by-laws of general application of the Naskapi local authority. The provisions of this subsection shall not be construed to give any right in and to the lands.

20.25A In the event of relocation, those Naskapis, if any, who remain on Matimekosh Reserve shall be permitted to continue to reside thereon and to enjoy continued access to, and movement about, said reserve, the whole while respecting the by-laws of general application of the band council. The benefits of this subsection shall terminate for any such person upon his taking up residence elsewhere. The provisions of this subsection shall not be construed to give any right in and to the lands contemplated in the surrender which is attached as schedule 1 to this section.

20.26 Notwithstanding any other provision of the present Agreement, Québec shall not be obliged to provide for the setting aside of the lands that are to become Category IA-N lands nor to grant the lands that are to become Category IB-N lands until the present Agreement comes into force. Until the vote contemplated by subsection 20.16 takes place, or until the present Agreement comes into force, whichever is the later, neither Canada nor Québec shall be obliged to effect capital disbursements of any kind with respect to the Naskapis of Québec. Nevertheless, such disbursements shall be effected if they are made pursuant to programs in effect from time to time which do not result from the present Agreement or if they result from particular provisions of the present Agreement applying during that portion of the Transitional Period from the date of the approval of the present Agreement until either the

vote contemplated by subsection 20.16 takes place or the present Agreement comes into force, whichever is the later.

20.27 Notwithstanding any other provision of the present Agreement, it is the intention of the parties that the Naskapis of Québec shall have only one (1) community as their permanent residence for the purposes of the present Agreement, and in consequence, Québec shall not be obliged in virtue of or pursuant to the present Agreement to recognize, nor assume any responsibility or obligation for or to, any community of the Naskapis of Québec other than the one situated on Category IA-N lands.

20.28 Those Naskapis of Québec who reside on Category IA-N lands shall have all of the rights and benefits of the present Agreement and the full exercise of such rights and benefits. However, those Naskapis of Québec who reside elsewhere than on Category IA-N lands shall enjoy the aforementioned rights and benefits subject to the conditions relating thereto specified in the present subsection and subject to their place of residence from time to time.

20.28.1 In the event that the Naskapis of Québec relocate pursuant to the provisions of the present section, the following shall apply:

20.28.1.1) any Naskapi of Québec who resides on the Matimekosh Reserve after the surrender contemplated by subsection 20.24 has come into effect, shall, notwithstanding any other provision of the present Agreement, be entitled only to the following:

the provisions of subsection 2.9;

to be enrolled as a beneficiary pursuant to section 3;

to be a member of the corporation contemplated by paragraph 5.1.3 with the right to vote but not hold office therein;

to be a member of the corporation contemplated by paragraph 7.1.1 with the right to vote but not hold office therein;

to benefit from the provisions of section 10;

to benefit from the provisions of section 12;

to qualify to become a special constable in accordance with the provisions of section 13;

to exercise hunting, fishing and trapping rights in accordance with the provisions of the Hunting, Fishing and Trapping Regime referred to in paragraph 15.2.1;

to be a member of the Corporation contemplated by section 17 with the right to vote but not hold office therein;

to participate in the training programs provided for in section 18;

to benefit from the preferential arrangements contemplated by subsection 20.20;

to benefit from the provisions of subsections 20.25A;

20.28.1.2) any Naskapi of Québec who ceases to reside on the Matimekosh Reserve shall have the full exercise of all of his rights and benefits under the present Agreement so long as he resides on Category IA-N lands;

20.28.1.3) any Naskapi of Québec who resides in the Territory but neither on Category IA-N lands nor on the Matimekosh Reserve, shall have the full exercise of all of his rights and benefits under the present Agreement, but Québec shall, notwithstanding any other provision of the present Agreement, in no way be obliged to incur any costs or expenditures :

a) resulting from the residence by any such Naskapi outside of the Schefferville region to enable the said Naskapi to exercise his rights and benefits under Section 10; or

b) resulting from the residence by any such Naskapi off of Category IA-N lands to enable the said Naskapi to exercise any of his other rights and benefits under the present Agreement.

NQA, par. 20.28.1.1
Compl. A. no. 3, s. 1 and 2, (subpar. 20.28.1.1 and 20.28.1.3)

20.28.2 In the event that Block Pearce becomes Category IA-N lands, then:

20.28.2.1) any Naskapi of Québec who continues to reside on that part of Block Champlain defined in subsection 4.2 that does not become Category IA-N lands shall have, notwithstanding any other provision of the present Agreement, only those rights and benefits specified in subparagraph 20.28.1.1;

20.28.2.2) any Naskapi of Québec who ceases to reside on the said part of Block Champlain shall have the full exercise of all of his rights and benefits under the present Agreement so long as he resides on Category IA-N lands;

20.28.2.3) any Naskapi of Québec who resides in the Territory but neither on Category IA-N lands nor on the said part of Block Champlain shall have the full exercise of all of his rights and benefits under the present Agreement, but Québec shall, notwithstanding any other provision of the present Agreement, in no way be obliged to incur any costs or expenditures resulting from the residence by any such Naskapi off Category IA-N lands to enable the said Naskapi to exercise his said rights and benefits.

20.29 In the circumstances contemplated by subsection 20.19, the Transitional Period referred to in sections 2 and 9 shall lapse, and the suspension referred to in subsection 2.5 of the rights and obligations resulting from the present Agreement shall terminate, three (3) years after the vote by the Naskapis of Québec in favour of relocation pursuant to the provisions of the present section.

Nevertheless, if prior to the termination of the said three (3) year period, seventy-five percent (75%) of the Naskapis of Québec eligible at such time in virtue of the provisions of section 3 have relocated to the Category IA-N lands and such fact has been certified by a resolution of the council of the Naskapi band, then the said Transitional Period shall lapse, and the said suspension of the rights and obligations resulting from the present Agreement shall terminate, on the date when a certified true copy of said resolution has been signified upon both Canada and Québec.

20.30 This section may be amended only with the consent of Canada, Québec and the Naskapi Native party.

Annex 1

COPIE CONFORME DE LA CESSION DU 12 JANVIER 1978

C.P. 1978-109

19 janvier 1978

CANADA

PRIVY COUNCIL • CONSEIL PRIVÉ

Vu que la bande indienne des Naskapis de Schefferville se propose de conclure avec les gouvernements du Canada et du Québec et d'autres parties, un accord qui portera le nom de Convention du Nord-Est québécois;

Vu qu'en vertu du paragraphe 20.24 de ladite Convention la bande des Naskapis de Schefferville et ses membres sont tenus de céder tout droit ou intérêt qu'ils ont ou peuvent avoir à l'égard des terres décrites dans l'acte de cession;

Et vu que la majorité des électeurs de ladite bande ont dûment consenti, au cours d'une réunion tenue le 12 janvier 1978, à céder à Sa Majesté tout droit ou intérêt que la bande a ou peut avoir à l'égard des terres décrites dans l'acte de cession.

À ces causes, sur avis conforme du ministre des Affaires indiennes et du Nord canadien, il plaît à Son Excellence le Gouverneur général en conseil d'approuver par les présentes l'acte, signé le 12 janvier 1978, par lequel est cédé tout droit ou intérêt que la bande des Naskapis de Schefferville et ses membres ont ou peuvent avoir à l'égard des terres qui sont décrites dans ledit acte, aux fins de la Convention du Nord-Est québécois.

_____

(…)

AFFIDAVIT OF CHIEF OR COUNCILLOR

FIRST MEETING

CANADA

Province of Quebec

To Wit :

IN THE MATTER OF a General Meeting of the Naskapis de Schefferville Band of Indians called by the Council of the said Band pursuant to Section 39(1) (b) (i) of the Indian Act and held on Thursday, January 12, 1978, to vote on a surrender of any right or interest the Band and its members have or may have in and to the lands more particularly described in the Surrender document.

I, Joseph Guanish, Chief of the Naskapis de Schefferville Band of Indians, domiciled in the Municipality of the City of Schefferville, in the Province of Québec MAKE OATH AND SAY THAT:

1. I was present when the electors of the said Band of Indians assented to the surrender referred to in the Surrender document, marked as Exhibit "A" to this my affidavit.

2. The statements in the said Surrender document concerning the date of the surrender, the surrender having been made to Her Majesty, the assent having been given at a general meeting called by the Council of the said Band, the description of the lands surrendered, the purpose of the surrender, the conditions on which the surrender was made, the number of electors of the said Band, the number of electors who voted in favour of assenting to the surrender and the number who voted against assenting to it are true to my personal knowledge.

3. The terms of the said surrender were interpreted to the said electors by an interpreter qualified to interpret the said document in the Naskapi language.

4. That I am the Chief of the said Band.

SWORN before me at Schefferville in the Province of Québec this 12th day of January A.D. 1978.

_____

(…)

A Commissioner for Oaths in and for the Province of Québec.

_____

(…)

SURRENDER

(…)

WHEREAS the Naskapis de Schefferville Band of Indians propose to enter into an agreement between the said Band and the Governments of Canada and Québec, et al, to be known as the Northeastern Quebec Agreement; and

WHEREAS, pursuant to subsection 20.24 of the proposed Northeastern Quebec Agreement, a surrender of any right or interest which the Naskapis de Schefferville Band and its members have or may have in and to the lands herein more particularly described is required.

NOW THEREFORE a majority of the electors of the Naskapis de Schefferville Band of Indians (hereinafter called "the Band"), for whose use and benefit in common, with the Montagnais de Schefferville Band of Indians, the hereinafter described lands have been set apart, hereby assent to the surrender forever to Her Majesty, at a general meeting of the Band held on the 12th day of January, 1978, of any right or interest which the Band and its members have or may have in and to the following described lands situate, lying and being in the Province of Québec, in the Territory of New Québec, in the Municipality of the City of Schefferville and more particularly described under Firstly and Secondly as follows:

FIRSTLY

the whole of Lot 39, Block 16, according to Plan 56963 in the Canada Lands Surveys Records at Ottawa, containing 39.33 acres, more or less;

SECONDLY

the whole of Block 44, according to Plan 5252 in the Canada Lands Surveys Records at Ottawa, (formerly Indian Affairs Survey Records No. 23013 dated December 2, 1959), containing 58.07 acres, more or less,

in order to make possible the implementation of the proposed Northeastern Quebec Agreement, a copy of which is attached hereto as Schedule "A".

This surrender is assented to on the following terms and conditions, that is to say:

1. The effects of this surrender are suspended until

A. the earliest of the following three events:

a) Six (6) months after the vote required in subsection 20.16 of the proposed Northeastern Quebec Agreement if, as a result of the said vote, the decision is not to relocate; OR

b) Three (3) years after the vote required in subsection 20.16 of the proposed Northeastern Quebec Agreement or upon the signification of the resolution adopted by the Council of the Band as provided for in subsection 20.29 of the aforesaid proposed Agreement, whichever is the earlier, if, as a result of the vote, the decision is to relocate; OR

c) Two and one-half (2½) years after the approval of the proposed Northeastern Quebec Agreement if, for any reason whatsoever, the vote required in subsection 20.16 of the aforesaid proposed Agreement has not taken place.

and

B. the coming into force of the proposed Northeastern Quebec Agreement.

2. This surrender shall be void ab initio in the event that the proposed Northeastern Quebec Agreement does not come into force as provided for in subsection 2.5 of the aforesaid proposed Agreement within two (2) years from the date of approval thereof.

Total number of electors of the Band.

_____126_____

Total number of electors who voted in favour of assent to the surrender.

_____75_____

Total number of electors who voted against assent to the surrender.

_____4_____

_____

CHIEF (…)

_____

COUNCILLOR (…)

_____

COUNCILLOR (…)

_____

COUNCILLOR (…)

_____

COUNCILLOR

This is Exhibit "A" to the affidavit of Joseph Guanish sworn before me this 12th day of January, 1978.

_____

A Commissioner for taking oaths (…)

This is Exhibit "A" to the affidavit of Gilles Cormier sworn before me this 12th day of January, 1978.

_____

A Commissioner for taking oaths (…)

Annex 2

COPIE CONFORME DU C. P. 1978-109, 19 janvier 1978

C.P. 1978-109

19 janvier 1978

CANADA

PRIVY COUNCIL • CONSEIL PRIVÉ

Vu que la bande indienne des Naskapis de Schefferville se propose de conclure avec les gouvernements du Canada et du Québec et d'autres parties, un accord qui portera le nom de Convention du Nord-Est québécois;

Vu qu'en vertu du paragraphe 20.24 de ladite Convention la bande des Naskapis de Schefferville et ses membres sont tenus de céder tout droit ou intérêt qu'ils ont ou peuvent avoir à l'égard des terres décrites dans l'acte de cession;

Et vu que la majorité des électeurs de ladite bande ont dûment consenti, au cours d'une réunion tenue le 12 janvier 1978, à céder à Sa Majesté tout droit ou intérêt que la bande a ou peut avoir à l'égard des terres décrites dans l'acte de cession.

À ces causes, sur avis conforme du ministre des Affaires indiennes et du Nord canadien, il plaît à Son Excellence le Gouverneur général en conseil d'approuver par les présentes l'acte, signé le 12 janvier 1978, par lequel est cédé tout droit ou intérêt que la bande des Naskapis de Schefferville et ses membres ont ou peuvent avoir à l'égard des terres qui sont décrites dans ledit acte, aux fins de la Convention du Nord-Est québécois.

_____

(…)

AFFIDAVIT OF SUPERINTENDENT

FIRST MEETING

CANADA

Province of Québec

To Wit :

IN THE MATTER OF a General Meeting of the Naskapis de Schefferville Band of Indians called by the Council of the said Band pursuant to Section 39(1) (b) (i) of the Indian Act and held on Thursday, January 12, 1978, to vote on a surrender of any right or interest the Band and its members have or may have in and to the lands more particularly described in the Surrender document.

I, Gilles Cormier of city of Sept-Îles in the Province of Québec, District Director, Sept-Îles District, Indian and Eskimo Affairs, MAKE OATH AND SAY THAT:

1. I was present when the electors of the Naskapis de Schefferville Band of Indians assented to the surrender referred to in the Surrender document, marked as Exhibit "A" to this my affidavit.

2. The statements in the said Surrender document concerning the date of the surrender, the surrender having been made to Her Majesty, the assent having been given at a general meeting called by the Council of the said Band, the description of the lands surrendered, the purpose of the surrender, the conditions on which the surrender was made, the number of electors of the said Band, the number of electors who voted in favour of assenting to the surrender and the number who voted against assenting to it are true to my personal knowledge.

SWORN before me at Schefferville in the Province of Québec this 12th day of January A.D. 1978

_____

(…)

A Commissioner for Oaths in and for the Province of Québec.

_____

(…)

SURRENDER

WHEREAS the Naskapis de Schefferville Band of Indians propose to enter into an agreement between the said Band and the Governments of Canada and Québec, et al, to be known as the Northeastern Quebec Agreement; and

WHEREAS, pursuant to subsection 20.24 of the proposed Northeastern Quebec Agreement, a surrender of any right or interest which the Naskapis de Schefferville Band and its members have or may have in and to the lands herein more particularly described is required.

NOW THEREFORE a majority of the electors of the Naskapis de Schefferville Band of Indians (hereinafter called "the Band"), for whose use and benefit in common, with the Montagnais de Schefferville Band of Indians, the hereinafter described lands have been set apart, hereby assent to the surrender forever to Her Majesty, at a general meeting of the Band held on the 12th day of January, 1978, of any right or interest which the Band and its members have or may have in and to the following described lands situate, lying and being in the Province of Québec, in the Territory of New Québec, in the Municipality of the City of Schefferville and more particularly described under Firstly and Secondly as follows:

FIRSTLY

the whole of Lot 39, Block 16, according to Plan 56963 in the Canada Lands Surveys Records at Ottawa, containing 39.33 acres, more or less;

SECONDLY

the whole of Block 44, according to Plan 5252 in the Canada Lands Surveys Records at Ottawa, (formerly Indian Affairs Survey Records No. 23013 dated December 2, 1959), containing 58.07 acres, more or less,

in order to make possible the implementation of the proposed Northeastern Quebec Agreement, a copy of which is attached hereto as Schedule "A".

This surrender is assented to on the following terms and conditions, that is to say:

1. The effects of this surrender are suspended until

A. the earliest of the following three events:

a) Six (6) months after the vote required in subsection 20.16 of the proposed Northeastern Quebec Agreement if, as a result of the said vote, the decision is not to relocate; OR

b) Three (3) years after the vote required in subsection 20.16 of the proposed Northeastern Quebec Agreement *or* upon the signification of the resolution adopted by the Council of the Band as provided for in subsection 20.29 of the aforesaid proposed Agreement, whichever is the earlier, if, as a result of the vote, the decision is to relocate; OR

c) Two and one-half (2½) years after the approval of the proposed Northeastern Quebec Agreement if, for any reason whatsoever, the vote required in subsection 20.16 of the aforesaid proposed Agreement has not taken place.

and

B. the coming into force of the proposed Northeastern Quebec Agreement.

2. This surrender shall be void *ab initio* in the event that the proposed Northeastern Quebec Agreement does not come into force as provided for in subsection 2.5 of the aforesaid proposed Agreement within two (2) years from the date of approval thereof.

Total number of electors of the Band.

_____126_____

Total number of electors who voted in favour of assent to the surrender.

_____75_____

Total number of electors who voted against assent to the surrender.

_____4_____

_____

CHIEF (…)

_____

COUNCILLOR (…)

_____

COUNCILLOR (…)

_____

COUNCILLOR (…)

_____

COUNCILLOR

This is Exhibit "A" to the affidavit of Joseph Guanish sworn before me this 12th day of January, 1978.

_____

A Commissioner for taking oaths. (…)

This is Exhibit "A" to the affidavit of Gilles Cormier sworn before me this 12th day of January, 1978.

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A Commissioner for taking oaths. (…)