## SECTION 2

## Principal Provisions

**Surrender of rights**

**2.1** In consideration of the rights and benefits herein set forth in favour of the Naskapis of Québec, the Naskapis of Québec hereby cede, release, surrender and convey all their native claims, rights, titles and interests, whatever they may be, in and to land in the Territory and in Québec, and Québec and Canada accept such surrender.

**Benefits under the present Agreement**

**2.2** Québec and Canada, la Société d'énergie de la Baie James, la Société de développement de la Baie James and la Commission hydroélectrique de Québec (Hydro-Québec), to the extent of their respective obligations as set forth herein, hereby give, grant, recognize and provide to the Naskapis of Québec the rights, privileges and benefits specified herein, the whole in consideration of the said cession, release, surrender and conveyance mentioned in subsection 2.1.

Canada hereby approves of and consents to the present Agreement and undertakes, to the extent of its obligations herein, to give, grant, recognize and provide to the Naskapis of Québec the rights, privileges and benefits herein.

**No legal proceedings**

**2.3** The Naskapis of Québec undertake not to institute any legal proceedings relating to the matters contemplated in the legal proceedings instituted under the numbers 05-04840-72 and 05-04841-72 of the records of the Superior Court of the District of Montréal.

**Legislation**

**2.4** Canada and Québec shall, forthwith upon the approval of the present Agreement in accordance with subsection 2.13, recommend to Parliament and to l'Assemblée nationale respectively, suitable legislation, or where authorized by legislation adopt suitable orders-in-council or regulations, to approve, to give effect to and to declare valid the present Agreement and to protect, safeguard and maintain the rights and obligations contained in the present Agreement. Canada and Québec undertake that the legislation which will be so recommended, or the orders-in-council or regulations so adopted, will not impair the substance of the rights, undertakings and obligations provided for in the present Agreement.

The legislation of Québec approving, giving effect to and declaring valid the present Agreement shall provide for the means of setting aside Category I-N lands in accordance with the provisions of the present Agreement.

**Coming into force of the present Agreement**

**2.5** The present Agreement shall come into force on the date when:

a) the Order-in-Council of Canada and the legislation of Québec approving, giving effect to and declaring valid the present Agreement,

and

b) the Complementary Agreement No. 1 to the James Bay and Northern Québec Agreement signed on the same date as the present Agreement,

are in force.

Nevertheless, from the date that the present Agreement comes into force, the rights and obligations resulting from sections 3 to 20 inclusive of the present Agreement are suspended until the termination of the "Transitional Period" hereinafter provided for in paragraph 2.5.2.

**2.5.1** Notwithstanding the foregoing provisions of the present subsection, during the "Transitional Period" the Transitional Measures provided for in section 9 and, when the context permits, in this section shall apply.

**2.5.2** Subject to subsection 2.6, the "Transitional Period" is the period from the date of the approval of the present Agreement, in conformity with subsection 2.13, until the date, after the coming into force of the present Agreement, either when the Category IA-N lands are set aside for the exclusive use and benefit of the Naskapi band pursuant to the provisions of the present Agreement or, in the case of relocation in accordance with the provisions of section 20, when the Naskapis of Québec have relocated, whichever is the later.

**2.5.3** During the Transitional Period, Canada and Québec shall, to the extent of their respective obligations, take the measures necessary to put into force, with effect from the date of approval of the present Agreement or as herein otherwise provided, the Transitional Measures specified in the present Agreement.

**2.5.4** At the termination of the Transitional Period, the Transitional Measures shall be replaced by all the other provisions of the present Agreement. All acts done by the parties in virtue of the said Transitional Measures shall then be deemed to have been ratified by all the parties hereto.

**Lapse of Transitional Period and of Transitional Measures**

**2.6** In the event that the present Agreement does not come into force, as provided in subsection 2.5, within two (2) years from the date of the approval of the present Agreement, the Transitional Period and the Transitional Measures shall lapse. In such event all compensation, paid pursuant to subsection 16.1 by Québec or Canada, to or for the benefit of the Naskapis of Québec, but not the interest earned thereon to the date of such lapse, shall be repaid to, revert to or remain with, as the case may be, the said governments.

**Present Agreement not coming into force**

**2.7** In the event that the legislative measures referred to in subsection 2.4 do not come into force within two (2) years from the date of the approval of the present Agreement, the parties are released from any and all obligations resulting from the present Agreement, the parties are released from any and all obligations resulting from the present Agreement. In such event, notwithstanding the Transitional Measures referred to in the present Agreement, nothing in the present Agreement shall be construed as imposing any obligations upon the parties to continue any or all of the Transitional Measures or any other obligation or undertaking referred to elsewhere in the present Agreement.

Nevertheless, Québec and Canada, to the extent of their respective undertakings, agree to assume and implement the said Transitional Measures, and the Naskapis of Québec have accepted same on the basis that said legislative measures shall be adopted to put the present Agreement into force and effect.

**Québec jurisdiction in lands**

**2.8** The parties hereto recognize and declare that all lands other than Category IA-N lands and other than the lands defined in subsection 1.2 of the James Bay and Northern Québec Agreement are and shall remain under the exclusive legislative jurisdiction of Québec.

In the event that a final judgment of a competent court of last resort declares that the whole or any part of Category II-N lands and of Category III lands fall under the legislative jurisdiction of Canada, because of rights granted to the Naskapis of Québec with respect to all or any such lands or because such lands are held to be lands reserved for Indians, then any rights given to the Naskapis of Québec with respect to such lands shall cease to exist for all legal purposes.

Québec and Canada undertake as of the date of the said judgment, both one to the other, as well as individually and collectively, in favour of the Naskapis of Québec to do all things necessary and to introduce such legislative or other measures needed to enable Québec and/or Canada, in their respective jurisdiction, to grant anew the same rights that ceased to exist but with Québec's jurisdiction in the said lands.

Nonetheless, in order to avoid hardship to the Naskapis of Québec and notwithstanding the above, the effect of the preceding provisions with respect to the termination of the rights of the Naskjapis of Québec shall be suspended for a period of two (2) years following the date of the judgment.

During such period of suspension, Québec and Canada undertake that they will not do anything or permit anything to be done which would prevent the granting or restoration to the Naskapis of Québec of any rights so nullified.

At the expiration of the period of suspension of two (2) years mentioned above, should no measures have been taken which would make possible, under the jurisdiction of Québec, the restoration of rights to the Naskapis of Québec, Canada and Québec shall continue to endeavour to take the measures necessary which will make possible the restoration under the jurisdiction of Québec of the said rights over Category II-N lands and Category III lands.

Should any Category IB-N lands be held by a final judgment of a competent court of last resort to fall under the legislative jurisdiction of Canada, none of the rights of the Naskapis of Québec in regard to such lands shall be affected. However, Canada and Québec undertake to diligently do all things necessary and to introduce such legislative or other measures required so that such lands and rights of the Naskapis of Québec related to such lands fall under the legislative jurisdiction of Québec.

The termination of any rights in virtue of this subsection and the circumstances described herein shall not be deemed to be nor be construed as nullifying in any manner whatsoever any other rights or provisions of the present Agreement.

**Citizens'rights**

**2.9** Nothing contained in the present Agreement shall prejudice the rights of the Naskapis of Québec as Canadian citizens of Québec, and they shall continue to be entitled to all of the rights and benefits of all other citizens as well as those resulting from the Indian Act (as applicable) and from any other legislation applicable to them from time to time.

**Programs of Canada and Québec**

**2.10** The programs and funding of Canada and Québec, and the obligations of the governments of Canada and Québec, shall continue to apply to the Naskapis of Québec on the same basis as to the other Indians of Canada in the case of Canada's programs, and of Québec in the case of Québec's programs, subject to the criteria established from time to time for the application of such programs. It is acknowledged by the parties hereto that the programs and funding for the Crees or Inuit, or both, established by or pursuant to the James Bay and Northern Québec Agreement do not apply to the Naskapis of Québec, it being acknowledged that the programs and funding established by or pursuant to the present Agreement apply only to the Naskapis.

**Canada, Québec and private interests**

**2.11** The rights of the Crown in right of Canada in respect to federal properties and installations in the Territory and the rights of the Crown in right of Québec in respect to Québec's properties and installation in the Territory, which are now or hereafter owned by the Crown or used for the purposes of the government of Canada or Québec, as the case may be, shall not be affected by the present Agreement, except as otherwise specifically provided for herein.

Subject to the provisions of the present Agreement the rights of persons not parties hereto shall not be affected.

**Amendment**

**2.12.** The present Agreement may be amended or modified from time to time, in the manner provided herein, or in the absence of such provision, with the consent of all the parties. Whenever for the purpose of, or pursuant to, the present Agreement, unless otherwise expressly specified, consent is required in order to amend or modify any of the terms and conditions of the present Agreement, such consent may be given on behalf of the Native people by the interested Native parties.

**Approval**

**2.13** The present Agreement shall be subject to the approval of the Naskapi Native party on behalf of the Naskapis of Québec in a manner satisfactory to Canada within a delay not exceeding sixty (60) days from the date of the execution of the present Agreement. Within thirty (30) days of the reception of the resolution of the Naskapi Native party approving the present Agreement, the Minister of Indian Affairs and Northern Development shall forward to each of the parties Canada's acceptance of this approval and copies of the approval documents. The Transitional Measures provided for in the present Agreement shall take effect from the time of such approval, or, when specifically provided, retroactive to the date of the execution of the present Agreement.

**Jurisdiction**

**2.14** Canada and Québec shall recommend or adopt, as the case may be, the legislative measures necessary to put the present Agreement into effect, subject to the terms of the present Agreement and to the legislative jurisdiction of Parliament and l'Assemblée nationale.

**Acceptance of Stipulations for the Benefit of the Naskapis**

**2.15** The parties to the James Bay and Northern Québec Agreement have amended the James Bay and Northern Québec Agreement as set forth in schedules 1, 2, 3 and 4 of the present section which are annexed for identification purposes only, and the Naskapis of Québec hereby accept the stipulations for their benefit contained in the amendments to Sections 23 and 24 of the James Bay and Northern Québec Agreement.

The parties hereto agree that the entire agreement with the Naskapis of Québec and all the rights and obligations of the Naskapis of Québec resulting therefrom are contained in the present Agreement and in the provisions of the said amendments to the James Bay and Northern Québec Agreement. Québec and Canada shall take the necessary measures in order to table in l'Assemblée nationale and lay before Parliament respectively the proclamation and Order-in-Council required to approve, give effect to and declare valid the aforementioned amendments to the James Bay and Northern Québec Agreement

**Not deemed to amend**

**2.16** The parties hereto agree that the present Agreement shall not, and shall not be deemed to, amend either expressly or by implication the James Bay and Northern Québec Agreement amended as set forth in the provisions of the schedules mentioned in subsection 2.15. The parties further agree that the present Agreement shall not affect the rights, privileges, benefits and obligations of the Crees and the Inuit under the James Bay and Northern Québec Agreement as so amended.

**Notice**

**2.17** From the date of the approval of the present Agreement, whenever notice is required to be given in accordance with any provision hereof to the Crees, the Inuit or the Naskapis of Québec, such notice shall be given to the interested Native party unless otherwise provided.

**Consent**

**2.18** From the date of the approval of the present Agreement, whenever any provision hereof requires that consent or approval be given for any matter and the body designated to give such consent or approval on behalf of the Naskapis of Québec has not been established or created, the Naskapi Native party shall, until the establishment or creation of the designated body, be entitled to give such consent or approval in the place and stead of such designated body.

**Other provisions**

**2.19** The other provisions of the present Agreement are set forth in the sections attached hereto dealing with various subject matters, which sections form part of the present Agreement.

**Annex 1**

**Amendments to Section 1 of the James Bay and Northern Québec Agreement**

**1** Subsection 1.6 of Section 1 of the James Bay and Northern Québec Agreement is amended by replacing the said Sub-Section by the following:

1.6 "Category III": land in the Territory other than:

Category I, IA, IB, IB Special and Special Category I,

Category II,

Category I-N lands, comprising the Category IA-N lands and Category IB-N lands, as provided for in the Northeastern Québec Agreement, and

Category II-N lands, being the lands contemplated for use by the Naskapis by paragraph 7.2.1, and which may be used as such by the Naskapis, as provided for in the Northeastern Québec Agreement.

**2** Section 1 of the James Bay and Northern Québec Agreement is amended by adding the following Sub-Section:

1.17 "James Bay and Northern Québec Agreement": the present Agreement.

**3** Section 1 of the James Bay and Northern Québec Agreement is amended by adding the following Sub-Section:

1.18 "Northeastern Québec Agreement": the agreement between the Naskapis de Schefferville band and the members thereof, le Gouvernement du Québec, la Société d'énergie de la Baie James, la Société de développement de la Baie James, la Commission hydroélectrique de Québec (Hydro-Québec), the Grand Council of the Crees (of Québec), the Northern Québec Inuit Association and the Government of Canada, dated January 31, 1978.

**Annex 2**

**Amendment to Section 22 of the James Bay and Northern Québec Agreement**

**1** Paragraph 22.3.2 of Section 22 of the James Bay and Northern Québec Agreement is amended to read as follows:

22.3.2 The Advisory Committee shall have thirteen (13) members. The Cree Regional Authority, Québec and Canada shall each appoint four (4) members. The Chairman of the Hunting, Fishing and Trapping Coordinating Committee established by and in accordance with Section 24 shall ex officio be a member, save when the said Chairman is appointed from the members appointed by the Inuit Native party in which case the second Vice-Chairman shall ex officio be a member.

**Annex 3**

**Amendments to Section 23 of the James Bay and Northern Québec Agreement**

**1** Sub-Section 23.1 of Section 23 of the James Bay and Northern Québec Agreement is amended by adding thereto the following:

23.1.9 "Naskapi" or "Naskapi of Québec" means a person defined in subsection 1.8 of the Northeastern Québec Agreement.

23.1.10 "Northeastern Québec Agreement" means the agreement between the Naskapis de Schefferville Band and the members thereof, le Gouvernement du Québec, la Société d'énergie de la Baie James, la Société de développement de la Baie James, la Commission hydroélectrique de Québec (Hydro-Québec), the Grand Council of the Crees (of Québec), the Northern Québec Inuit Association and the Government of Canada, dated January 31, 1978, as amended from time to time.

23.1.11 "Naskapi local authority" means the corporation established pursuant to section 8 of the Northeastern Québec Agreement.

23.1.12 "Naskapi Native party" means the Naskapis de Schefferville band council until the establishment of the corporation to which Category IB-N lands will be granted pursuant to section 5 of the Northeastern Québec Agreement and, thereafter, the said corporation or its successor.

**2** Paragraph 23.2.2 of Section 23 of the James Bay and Northern Québec Agreement is amended by adding thereto subparagraph g) which shall read as follows:

g) The protection of the rights and guarantees of the Naskapis of Québec established by and in accordance with the Hunting, Fishing and Trapping Regime referred to in paragraph 15.2.1 of the Northeastern Québec Agreement.

**3** Paragraphs 23.3.3, 23.3.14, 23.3.20, 23.3.21, 23.3.22, 23.4.2, 23.4.12, 23.7.5 and 23.7.10 of Section 23 of the James Bay and Northern Québec Agreement are amended and said paragraphs shall read as follows:

23.3.3 The EQC shall have nine (9) members. Four (4) members shall be appointed by the Kativik Regional Government referred to in Section 13 (hereinafter referred to as the "Regional Government"), of whom at least two (2) shall be either Inuit resident in the Region or an Inuk resident in the Region and a Naskapi resident in the Region or on Category IA-N lands, or their duly authorized representatives, and four (4) members shall be appointed by Québec.

In addition, a chairman shall be appointed by Québec which person must be acceptable to the Regional Government. All members shall have one (1) vote save for the chairman who shall vote only in the case of a deadlock.

23.3.14 All developments not subject to paragraph 23.3.12 or 23.3.13 shall be screened by the EQC for a determination as to whether or not they shall be subject to the assessment and review process. In this regard, the decision of the EQC is final, subject to paragraph 23.3.24. When no Naskapi or duly authorized representative of the Naskapis is a member of the EQC at the time of said screening, the EQC shall consult with the Naskapi local authority before rendering a decision not to subject to the assessment and review process a proposed development on Category IB-N lands or on Category II-N lands, and the EQC shall inform the Naskapi local authority of its decision to subject such a proposed development to the said assessment and review process. When consultation is required, in the circumstances hereinabove stated, the EQC shall diligently submit to the Naskapi local authority the relevant available information and documentation concerning the proposed development. Such consultation shall take the form of the Naskapi local authority having the opportunity of submitting its representations to the EQC within twenty (20) days of its receiving from the EQC the said information and documentation. The EQC may render its

decision after the earlier of the receipt of the representations of the Naskapi local authority or the lapse of the said twenty (20) day period.

23.3.20 The EQC shall, taking into account the above guiding principles, decide whether or not a development may be allowed to proceed by the Québec Administrator and what conditions, if any, shall accompany such approval or refusal. When no Naskapi or duly authorized representative of the Naskapis is a member of the EQC at the time of the decision, the EQC shall diligently remit to the Naskapi local authority a copy of the impact statement in order to consult the Naskapi local authority before rendering a decision pursuant to this paragraph with respect to a proposed development on Category IB-N lands or on Category II-N lands. Such consultation shall take the form of the Naskapi local authority having the opportunity of submitting its representations to the EQC within thirty (30) days of it receiving from the EQC the impact statement with respect to the said proposed development that the Québec Administrator has determined to be adequate pursuant to paragraph 23.3.18. The EQC may extend the said period for submission of said representations when such extension is justified by the nature of extent of the development, and when such extension does not prevent the EQC from rendering its own decision within the periods provided for in paragraph 23.3.25. Nevertheless, the EQC may render its decision after the earlier of the receipt of the representations of the Naskapi local authority or the lapse of the said period contemplated herein.

23.3.21 The decision of the EQC pursuant to paragraph 23.3.20 shall be transmitted to the Québec Minister and to the Québec Administrator, and also to the Naskapi local authority when no Naskapi or duly authorized representative of the Naskapis is a member of the EQC at the time of a decision concerning a proposed development on Category IB-N lands or on Category II-N lands. The Québec Administrator, if he accepts the decision of the EQC, shall put it into force. If the Québec Administrator does not accept the decision of the EQC, he may only modify it, change it or decide otherwise with the prior approval of the Québec Minister.

23.3.22 The final decision of the Québec Administrator made pursuant to paragraph 23.3.21 shall be transmitted to the proponent, the EQC, the Québec Minister and the appropriate official of the Regional Government, and also to the Naskapi local authority when no Naskapi or duly authorized representative of the Naskapis is a member of the EQC at the time of the decision concerning a proposed development on Category IB-N lands or on Category II-N lands.

23.4.2 There is established a Screening Committee (hereinafter called the "Screening Committee"), an advisory body which shall be under the supervisory administration of the Review panel referred to in paragraph 23.4.11. The Screening Committee shall have four (4) members. Canada and the Regional Government shall each appoint two (2) members, which latter members must be either Native people or a Native person and a Naskapi, or their duly authorized representatives. If neither of the two (2) members appointed by the Regional Government is a Naskapi or a duly authorized representative of the Naskapis, the Regional Government shall appoint a person proposed by the Naskapi local authority as an alternate member who shall be deemed to be a member of the Screening Committee only in the circumstances mentioned hereinafter.

If no Naskapi or authorized representative of the Naskapis is a member of the Screening Committee, such alternate member shall replace one of the members of the Screening Committee appointed by the Regional Government whenever a development or development project on Category IB-N lands or on Category II-N lands is being screened in which event the alternate member shall be deemed, for all

purposes of the Screening Committee in connection with the screening of such development or development project, to be a member of the Screening Committee.

The remuneration of a member shall be paid for by the body that appoints such member.

23.4.12 The Review Panel shall be composed of three (3) members appointed by Canada and two (2) members appointed by the Regional Government, which latter members must be either Native people or a Native person and a Naskapi, or their duly authorized representatives. The Chairman shall be appointed by Canada.

If no member appointed by the Regional Government is a Naskapi or a duly authorized representative of the Naskapis, the Regional Government shall appoint a person proposed by the Naskapi local authority as an alternate member of the Review Panel, who shall be deemed to be a member of the Review Panel only in the circumstances mentioned hereinafter.

If no Naskapi or authorized representative of the Naskapis is a member of the Review Panel, such alternate member shall replace one of the members of the Review Panel appointed by the Regional Government whenever a development or development project on Category IB-N lands or on Category II-N lands is being reviewed in which event the alternate member shall be deemed, for all purposes of the Review Panel in connection with the review of such development or development project, to be a member of the Review Panel.

The size of the Review Panel may be altered from time to time at the discretion of the Federal Administrator provided that the same proportion of representation for Canada and the Regional Government is retained.

The Review Panel shall be provided with an adequate staff to fulfill its functions and such staff shall be maintained and funded by Canada. The remuneration of a member of the Review Panel and his expenses shall be paid for by the body which appoints such member. However, the expenses of the members appointed by the Regional Government or their duly authorized representatives on such panel shall be borne by the Secretariat of the Advisory Committee referred to in this Section.

23.7.5 Canada and Québec may by mutual agreement combine the two (2) impact review procedures by the EQC and the Federal Review Panel referred to in this Section provided that such combination shall be without prejudice to the rights and guarantees in favour of the Inuit and other inhabitants of the Region established by and in accordance with the provisions of this Section and to the rights and guarantees in favour of the Naskapis as provided for in sub-paragraph 23.2.2 g) and in paragraphs 23.3.3, 23.3.14, 23.3.20, 23.3.21, 23.3.22, 23.4.2, 23.4.12, 23.7.5 and 23.7.10.

23.7.10 The provisions of this Section can only be amended with the consent of Canada and the interested Native party, in matters of federal jurisdiction, and with the consent of Québec and the interested Native party, in matters of provincial jurisdiction. In addition, the written consent of the Naskapi Native party will be required in order to amend sub-paragraph 23.2.2 g) and paragraphs 23.1.9, 23.1.10, 23.1.11, 23.1.12, 23.3.3, 23.3.14, 23.3.20, 23.3.21, 23.3.22, 23.4.2, 23.4.12, 23.7.5 and 23.7.10.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by l'Assemblée nationale in matters of provincial jurisdiction and by Parliament in matters of federal jurisdiction.

**Annex 4**

**Amendments to Section 24 of the James Bay and Northern Québec Agreement**

**1** Subsection 24.1 of Section 24 of the James Bay a nd Northern Québec Agreement is amended by adding paragraph 24.1.31 which shall read as follows:

24.1.31 "Naskapi" or "Naskapi of Québec" means a person defined in subsection 1.8 of the Northeastern Québec Agreement.

**2** Subsection 24.1 of Section 24 of the James Bay and Northern Québec Agreement is amended by adding paragraph 24.1.32 which shall read as follows:

24.1.32 "Naskapi Native party" means the Naskapis de Schefferville band, acting through its council, until the establishment of the corporation to which Category IB-N lands will be granted pursuant to section 5 of the Northeastern Québec Agreement and, thereafter, the said corporation or its successor.

**3** Subsection 24.1 of Section 24 of the James Bay and Northern Québec Agreement is amended by adding paragraph 24.1.33 which shall read as follows:

24.1.33 "Northeastern Québec Agreement" means the agreement between the Naskapis de Schefferville band and the members thereof, le Gouvernement du Québec, la Société d'énergie de la Baie James, la Société de développement de la Baie James, la Commission hydroélectrique de Québec (Hydro-Québec), the Northern Québec Inuit Association and the Government of Canada, dated January 31, 1978, as amended from time to time.

**4** Subsection 24.1 of Section 24 of the James Bay and Northern Québec Agreement is amended by adding paragraph 24.1.34 which shall read as follows:

24.1.34 "Naskapi Sector" means that portion of the Territory delineated on the map which constitutes Schedule 4 of the present Section.

**5** Paragraph 24.3.32 of Section 24 of the James Bay and Northern Québec Agreement is amended by replacing the said paragraph by the following:

24.3.32 For the purposes of this Section only, land in the Territory shall be classified as follows:

a) Category I:

subject to the provisions of this Section, the lands described in Sections 5 and 7, under the complete and exclusive control of the Crees and the Inuit and for the exclusive use of the Crees and the Inuit.

b) Category II:

the lands described in Sections 5 and 7, where the Crees and the Inuit shall have the exclusive right to hunt and fish, which right shall include the right to permit hunting and fishing by persons other than Crees or Inuit, subject to the conditions concerning replacement or compensation is Sections 5 and 7.

c) Category III:

land in the Territory defined in Sub-Section 1.6.

The principle of conservation shall apply in Category I and II lands, in Category I-N lands, in Category II-N lands and in Category III lands.

**6** Sub-Section 24.4 of Section 24 of the James Bay and Northern Québec Agreement is amended by adding thereto, immediately before paragraph 24.4.1, the following:

24.4.0 Except for sub-paragraph 24.4.27 f), for the purposes of this Sub-Section:

a) "Native person", includes, in addition to a person defined in sub-paragraph 24.1.16 a), a person defined in subsection 1.8 of the Northeastern Québec Agreement;

b) "Native people", includes, in addition to the persons defined in sub-paragraph 24.1.16 b), the persons defined in subsection 1.8 of the Northeastern Québec Agreement;

c) "Non-Natives" means all persons not eligible in accordance with Section 3 of the Agreement or section 3 of the Northeastern Québec Agreement.

**7** Paragraph 24.4.2 of Section 24 of the James Bay and Northern Québec Agreement is amended by replacing the said paragraph by the following:

24.4.2 The Coordinating Committee shall have sixteen (16) members. The Cree Native party and the Inuit Native party shall each appoint three (3) members, the Naskapi Native party shall appoint two (2) members and Québec and Canada shall each appoint four (4) members. Such members shall be appointed and replaced from time to time at the discretion of the respective appointing party. The appointing parties may by unanimous consent increase or decrease the membership of the Coordinating Committee. The Coordinating Committee shall determine by by-law the voting procedure applicable when any party has more votes than members.

**8** Paragraph 24.4.4 of Section 24 of the James Bay and Northern Québec Agreement is amended by replacing sub-paragraphs d), e) and f) thereof, by the following sub-paragraphs d), e) and f) and by adding thereto sub-paragraphs g), h), i) and j) which shall read as follows:

d) When matters relating to the area of primary interest of the Crees are being dealt with by the Coordinating Committee, the members appointed by the Cree Native party shall have between them eight (8) votes, and the members appointed by the Inuit Native party and the members appointed by the Naskapi Native party shall not vote.

e) When matters relating to the area of primary interest of the Inuit are being dealt with by the Coordinating Committee, the members appointed by the Inuit Native party shall have between them eight (8) votes, and the members appointed by the Cree Native party and the members appointed by the Naskapi Native party shall not vote.

f) When matters relating to the area of primary interest of the Naskapis are being dealt with by the Coordinating Committee, the members appointed by the Naskapi Native party shall have between them eight (8) votes, and the members appointed by the Cree Native party and the members appointed by the Inuit Native party shall not vote.

g) When matters of common interest to the Crees and Inuit are being dealt with by the Coordinating Committee, the members appointed by the Cree Native party shall have between them four (4) votes, the

members appointed by the Inuit Native party shall have between them four (4) votes and the members appointed by the Naskapi Native party shall not vote.

h) When matters of common interest to the Crees and Naskapis are being dealt with by the Coordinating Committee, the members appointed by the Cree Native party shall have between them four (4) votes, the members appointed by the Naskapi Native party shall have between them four (4) votes and the members appointed by the Inuit Naïve party shall not vote.

i) When matters of common interest to the Inuit and the Naskapis are being dealt with by the Coordinating Committee, the members appointed by the Inuit Native party shall have between them four (4) votes, the members appointed by the Naskapi Native party shall have between them four (4) votes and the members appointed by the Cree Native party shall not vote.

j) When matters of common interest to the Crees, the Inuit and the Naskapis are being dealt with by the Coordinating Committee, the members appointed by the Cree Native party, the Inuit Native party and the Naskapi Native party shall each have one (1) vote.

**9** Paragraph 24.4.5 of Section 24 of the James Bay and Northern Québec Agreement is amended by replacing the said paragraph by the following:

24.4.5 The respective parties shall appoint a Chairman, a Vice-Chairman, and, when applicable, a second Vice-Chairman, of the Coordinating Committee from amongst their appointees in the following manner:

a) In the first year of the operation of the Coordinating Committee, the Chairman shall be appointed by the Cree Native party, the Vice-Chairman shall be appointed by the Naskapi Native party and the second Vice-Chairman shall be appointed by the Inuit Native party.

b) In the second year of the operation of the Coordinating Committee, the Chairman shall be appointed by Québec and the Vice-Chairman shall be appointed by Canada.

c) In the third year of the operation of the Coordinating Committee, the Chairman shall be appointed by the Inuit Native party, the Vice-Chairman shall be appointed by the Naskapi Native party and the second Vice-Chairman shall be appointed by the Cree Native party.

d) In the fourth year of the operation of the Coordinating Committee, the Chairman shall be appointed by Canada and the Vice-Chairman shall be appointed by Québec.

e) In subsequent years of operation of the Coordinating Committee, the appointment of the Chairman, Vice-Chairman, and, when applicable, the second Vice-Chairman shall take place in the sequence set forth in sub-paragraphs a), b), c) and d) of this paragraph.

f) In the absence of the Chairman at any meeting, an alternate Chairman shall be selected by and from among the members appointed by the party that appointed the Chairman.

g) The Vice-Chairman shall act as Chairman only when the Chairman does not have the right to vote pursuant to paragraph 24.4.4, and the second Vice-Chairman shall act as Chairman only when both the

Chairman and the Vice-Chairman do not have the right to vote pursuant to paragraph 24.4.4.

**10** Paragraph 24.4.6 of Section 24 of the James Bay and Northern Québec Agreement is amended by replacing the said paragraph by the following:

24.4.6 The term of office of the Chairman and of the Vice-Chairman shall be one (1) year, and the term of office of the second Vice-Chairman, when there is one, shall also be one (1) year.

**11** Paragraph 24.4.8 of Section 24 of the James Bay and Northern Québec Agreement is amended by replacing the said paragraph by the following:

24.4.8 a) A quorum shall be five (5) members physically present provided that at least one (1) member appointed by each party is present physically or by proxy.

b) Notwithstanding the foregoing, the Coordinating Committee may validly act at a duly convened meeting, even without a quorum, when no representative of one of the parties is present at the meeting, provided that this same party was also not present at the preceding duly convened meeting and, futhermore, provided that, except for the absence of the said party, the other conditions for a quorum are observed and that the Committee may vote only on those matters indicated on the agenda forwarded with the notice of the convocation of each of the said two meetings.

**12** Paragraph 24.4.15 of Section 24 of the James Bay and Northern Québec Agreement is amended by replacing the said paragraph by the following:

24.4.15 The Chairman of the Coordinating Committee shall convoke a meeting of the Coordinating Committee within twenty (20) days of receipt from any five (5) members of the Coordinating Committee of a written request indicating the purpose of such meeting.

**13** Sub-paragraph a), e) and i) of paragraph 24.4.38 of Section 24 of the James Bay and Northern Québec Agreement are amended by replacing the said sub-paragraphs by the following:

a) The exclusive trapping rights of the Crees and the Inuit in accordance with paragraphs 24.3.19 to 24.3.23 inclusive.

e) The principle that a minimum of control or regulations shall be applied to the Crees and the Inuit in accordance with paragraph 24.3.30.

i) The priority of harvesting by the Crees and the Inuit as defined in paragraphs 24.6.1 to 24.6.5 inclusive.

**14** Paragraph 24.6.2 of Section 24 of the James Bay and Northern Québec Agreement is amended by adding thereto sub-paragraph e) which shall read as follows:

24.6.2 e) Notwithstanding sub-paragraph d) hereof, the establishment of the guaranteed levels referred to in sub-paragraph a) hereof with respect to caribou shall be subject to the approval of the interested Cree, Inuit and Naskapi Native parties and Québec.

**15** Subsection 24.7, and the title of said Sub-Section, of Section 24 of the James Bay and Northern Québec Agreement are amended by replacing the said subsection and the title by the following:

24.7 Species reserved for the Crees, the Inuit and the Naskapis

24.7.1 In all areas where the Hunting, Fishing and Trapping Regime applies as set forth in this Section certain species of mammals, fish and birds shall be reserved for the exclusive use of the Crees, the Inuit and the Naskapis. Such exclusive use shall include the right to conduct commercial fisheries related to the

various species of fish so reserved. The species contemplated by this Sub-Section are listed in Schedule 2 of this Section.

**16** Paragraph 24.8.1 of the James Bay and Northern Québec Agreement is amended by replacing the said paragraph by the following:

24.8.1 Persons other than Crees, Inuit and Naskapis shall have the right to hunt and fish in Category III but such hunting and fishing shall be restricted to sport hunting, to sport fishing and commercial fishing in Category III, the whole subject to the provisions of this Section and of section 15 of the Northeastern Québec Agreement.

**17** Paragraph 24.8.4 of Section 24 of the James Bay and Northern Québec Agreement is amended by replacing the said paragraph by the following:

24.8.4 Persons other than Crees, Inuit and Naskapis, who meet the residency requirements established for the purposes hereof by the local governments of Native communities, shall be permitted to sport hunt and sport fish within Categories I and II of the Native community in which they are resident. Such persons other than Crees, Inuit and Naskapis shall be subject to all applicable provincial and federal laws and regulations and all applicable local and regional government by-laws and regulations.

**18** Paragraph 24.8.5 of Section 24 of the James Bay and Northern Québec Agreement is amended by replacing the said paragraph by the following:

24.8.5 Notwithstanding the provisions of paragraph 24.8.4, in the case of unusual or large influxes of persons other than Crees, Inuit and Naskapis into a Native community for whatever reason, the local government thereof may determine whether and upon what terms and conditions such persons other than Crees, Inuit and Naskapis will be permitted to sport hunt and sport fish.

**19** Paragraph 24.8.6 of Section 24 of the James Bay and Northern Québec Agreement is amended by replacing the said paragraph by the following:

24.8.6 A control shall be exercised by the responsible governments and the Coordinating Committee over the number of persons other than the Crees, the Inuit and the Naskapis permitted to sport hunt and sport fish in Category III and over the places therein and times where they may sport hunt and sport fish with a view to giving effect to the principle of conservation and the rights and guaranties in favour of the Crees, the Inuit and the Naskapis established by the Hunting, Fishing and Trapping Regime.

**20** Paragraph 24.8.8 of Section 24 of the James Bay and Northern Québec Agreement is amended by replacing the said paragraph by the following:

24.8.8 Over and above other available means of controlling the number of persons other than the Crees, the Inuit and the Naskapis permitted to sport hunt and sport fish in the Territory and the places and times where and when they may sport hunt and sport fish and subject to paragraph 24.8.9, Québec shall endeavour, to the extent that outfitting facilities are available, to require such persons sport hunting and sport fishing to use such facilities. Such requirements shall provide, to the extent deemed feasible, that hunters and fishermen other than Crees, Inuit or Naskapis be accompanied by Cree, Inuit or Naskapi guides.

**21** Paragraph 24.8.9 of Section 24 of the James Bay and Northern Québec Agreement is amended by replacing the said paragraph by the following:

24.8.9 In the event that Québec establishes requirements pursuant to paragraph 24.8.8 with respect to that portion of the Territory above the 50th parallel of latitude, such requirements shall be imposed in the following order:

a) upon non-residents of the Province of Québec,

b) if further deemed necessary, upon non-residents of the said portion of the Territory,

c) if further deemed necessary, upon residents of the said portion of the Territory.

**22** Paragraph 24.9.3 of Section 24 of the James Bay and Northern Québec Agreement is amended by replacing the said paragraph by the following:

24.9.3 Within their respective areas of primary and common interest for the Hunting, Fishing and Trapping Regime, the Crees, the Inuit and the Naskapis shall have a right of first refusal to operate as outfitters in Category III for a period of thirty (30) years from the execution of the Agreement. The rights of the Crees, the Inuit and the Naskapis to harvest outside of their respective areas of primary and common interest shall not affect the application of the right of first refusal.

**23** Paragraph 24.9.4 of Section 24 of the James Bay and Northern Québec Agreement is amended by replacing the said paragraph by the following:

24.9.4 Upon the expiry of the thirty (30) year period stipulated in paragraph 24.9.3, Québec, the Crees, the Inuit and the Naskapis shall negotiate on the basis of past experience and actual and future need, whether the said right of first refusal shall be renewed. The Coordinating Committee shall be consulted and may make recommendations to the responsible Minister with respect thereto.

**24** Sub-paragraph 24.9.4 a) of Section 24 of the James Bay and Northern Québec Agreement is amended by replacing the said sub-paragraph by the following:

24.9.4A Notwithstanding the provisions in the Agreement respecting outfitting in Category III, the Crees shall have the exclusive right of outfitting as well as the exclusive right to own outfitting facilities and operate as outfitters for the hunting of migratory birds at Cape Jones in an area bounded to the North by the parallel of latitude 54°43', to the East by the meridian 79°30', to the South by the parallel of latitude 54°34', and to the West by the coast of James Bay and Hudson Bay.

**25** Paragraph 24.9.6 of Section 24 of the James Bay and Northern Québec Agreement is amended by replacing the said paragraph by the following:

24.9.6 Notwithstanding paragraph 24.9.3, the Crees, the Inuit and the Naskapis shall not exercise the right of first refusal referred to in the said paragraph with respect to at least three (3) outfitting applications in Category III from persons other than Crees, Inuit or Naskapis out of every ten (10) applications, whoever the applicant may be, with respect to said outfitting operations. The Coordinating Committee shall oversee the implementation of the terms of this paragraph and shall inform the interested parties from time to time as to the requirements for such implementation.

**26** Paragraph 24.9.7 and sub-paragraphs c), d), f) and h) of the said paragraph of Section 24 of the James bay and Northern Québec Agreement are amended by replacing the said paragraph and sub-paragraphs by the following:

24.9.7 The procedure for the issuance of permits, leases and other authorizations for outfitting operations and the exercise of the right of first refusal of the Crees, the Inuit and the Naskapis to operate as outfitters in Category III shall be as follows:

c) Save for reasons of conservation, the responsible Minister of Québec shall not unreasonably refuse the recommendation of the Coordinating Committee when approved by the Cree local government concerned or the responsible Inuit authority or the Naskapi Native party with respect to an application for an outfitting operation in respectively Category I or II of the Crees or the Inuit or Category I-N lands or Category II-N lands.

d) When the responsible Minister of Québec agrees with the recommendation of the Coordinating Committee to accept an application he shall so inform the Coordinating Committee which shall forthwith transmit written notice of such application including all relevant information to the interested Cree, Inuit or Naskapi Native party. No such notice shall be given when such application is for a renewal of a permit, lease or other authorization.

f) If the interested Cree, Inuit or Naskapi Native party referred to in sub-paragraph d) fails to reply to the Coordinating Committee within the delay stipulated in sub-paragraph e) or indicates that it does not intend to operate the outfitting operation referred to in the said application the right of first refusal of the Crees, the Inuit or the Naskapis shall lapse with respect to the said application. The Coordinating Committee shall forthwith inform the responsible Minister of Québec who may issue the permit, lease or other authorization requested by the said application.

h) Notwithstanding anything contained in this Sub-Section, no permit, lease or other authorization respecting outfitting operations in Categories I or II of the Crees or the Inuit or in Category I-N lands or Category II-N lands shall be issued or granted without the consent of the interested Cree local government or the interested Inuit authority or the Naskapi Native party.

**27** Sub-Section 24.13 and the title of said Sub-Section of Section 24 of the James Bay and Northern Québec Agreement are amended by replacing the said Sub-Section and title by the following:

24.13 Areas of primary and common interest

24.13.1 For the purposes of this Section, the respective areas in the Territory of primary and common interest of the Crees, the Inuit and the Naskapis shall be as set forth in this Sub-Section.

24.13.2 The Cree area of primary interest shall be:

a) that portion of the Territory south of the 55th parallel of latitude with the exception of the Category I and II lands allocated to the Inuit of Fort George and with the exception of the part of the Naskapi Sector situated south of the 55th parallel; and

b) the area of the Mistassini traplines located north of the 55th parallel of latitude as shown on a map annexed hereto as Schedule 1; and

c) the Category I lands north of the 55th parallel of latitude allocated to the Crees of Great Whale River.

24.13.3 The Inuit area of primary interest shall be:

a) that portion of the Territory lying to the north of the 55th parallel of latitude with the exception of those areas north of the 55th parallel of latitude referred to in sub-paragraph 24.13.2 b) and 24.13.2 c) and in paragraphs 24.13.3A, 24.13.4 and 24.13.4A;

b) the Category I lands allocated to the Inuit of Fort George.

24.13.3A The Naskapi area of primary interest shall be that part of the Naskapi Sector as shown on a map annexed hereto as Schedule 4.

24.13.4 The area of common interest for the Crees and the Inuit shall be the Category II lands south of the 55th parallel of latitude allocated to the Inuit of Fort George, the Category II lands north of the 55th parallel of latitude allocated to the Crees of Great Whale River and the area of the traplines allocated to the Crees of Great Whale River located north of the 55th parallel of latitude as shown on a map annexed hereto as Schedule 1.

24.13.4A The area of common interest for the Inuit and the Naskapis shall be that part of the Naskapi Sector situated north of the 55th parallel of latitude as shown on a map annexed hereto as Schedule 4.

24.13.5 a) The Inuit and the Crees shall have the rights provided for in this Section throughout their respective areas of primary and common interest.

b) In addition, the Inuit shall have such rights throughout the area of common interest for the Inuit and the Naskapis.

c) However, as hereinafter provided, when the Inuit and the Naskapis exercise the right to harvest caribou outside of their respective areas of primary and common interest, they shall be obliged to respect not only the provisions in virtue of which they are permitted to do so but also to respect all other restrictions and conditions of the Hunting, Fishing and Trapping Regime related to the right to harvest which are in force in the area where the harvesting of caribou is taking place.

24.13.6 Within the Inuit area of primary interest, the Crees shall have the following rights:

a) the Crees of Great Whale River shall have the right to harvest in the area north of the 55th parallel of latitude used by the Crees of Great Whale River as of November 11, 1975 as determined by mutual agreement between the Cree and Inuit Native parties;

b) the Crees of Fort George shall have the right to harvest in the area north of the 55th parallel of latitude used by the Crees of Fort George as of November 11, 1975 as determined by mutual agreement between the Cree and the Inuit Native parties;

24.13.7 Within the Cree area of primary interest, the Inuit shall have the following rights:

a) the Inuit of Great Whale River shall have the right to harvest in the area south of the 55th parallel of latitude used by the Inuit of Great Whale River as of November 11, 1975 as determined by mutual agreement between the Cree and Inuit Native parties;

b) the Inuit of Fort George shall have the right to harvest in the area south of the 55th parallel of latitude used by the Inuit of Fort George as of November 11, 1975 as determined by mutual agreement of the Cree and Inuit Native parties.

24.13.7A Notwithstanding the use of the term "Native people" in the definition of "harvesting" in paragraph 24.1.13, within the part of the Cree area of primary interest indicated in Schedule 5 of this Section, the following provisions shall apply:

a) the Naskapis have the right to harvest caribou without being subject to the control of the Cree tallymen. Nevertheless, this right to harvest caribou is subject to the following provisions: in establishing the kill for Naskapis and when applying other game management techniques, the Coordinating Committee and the responsible Minister of Québec shall take into consideration the availability of resources elsewhere in the Territory and shall apply the principle of the priority of Cree harvesting in this part of the said area in conformity with Sub-Section 24.6. The number of caribou that the Naskapis may be permitted to harvest in virtue of this sub-paragraph shall be included in the total kill of caribou allocated to the Naskapis;

b) a Naskapi harvesting caribou has the right to harvest fur-bearing animals but this harvesting is limited to the purposes hereinafter described and is subject to the following restrictions:

i) this right to harvest may be exercised only while he is harvesting caribou;

ii) this right to harvest applies only in favour of the said Naskapi within this area for the purpose of harvesting caribou and only for purposes of food in case of need;

iii) this right to harvest shall in no event be the object of a quota;

iv) in the event of the harvesting of beaver, as provided in sub-paragraphs 24.13.7A b) i), ii) and iii), the Naskapis must, as soon as possible, transmit the skins to the interested Cree tallyman or, if this cannot be done, transmit the skins to the Cree local authority for the community of which the tallyman is a member;

c) a Naskapi harvesting caribou does not have the right to trap black bear but has the right to hunt black bear and moose but this right is limited to the purposes and subject to the restrictions set forth in sub-paragraphs 24.13.7A b) i), ii) and iii);

d) a Naskapi harvesting caribou has the right to harvest fish and birds but this right is limited to the purposes and subject to the restrictions set forth in sub-paragraphs 24.13.7A b), i), ii) and iii). Such right does not include the right to establish commercial fisheries;

e) any fur-bearing animals, fish and birds harvested in virtue of the present paragraph 24.13.7A by a Naskapi harvesting caribou in the said part of the Cree area of primary interest shall be taken into account in computing the total kill for such species by the Naskapis;

f) the rights of the Naskapis resulting from sub-paragraphs b) and c) of the present paragraph shall in no case be interpreted as conferring upon the Naskapis a right to vote in virtue of sub-paragraphs 24.4.4 h) and 24.4.4 j);

g) the present paragraph 24.13.7A is without prejudice to the rights of the Crees in virtue of paragraph 24.3.25.

24.13.7B a) That part of the Territory delimited on the map annexed as Schedule 6 to this Section situated east of the 70th meridian of longitude, south of the 58th parallel of latitude and north of the 55th parallel of latitude, except for the Inuit Category I and Inuit Category II lands, that part of the Cree area of primary interest north of the 55th parallel of latitude and east of the 70th meridian of longitude, Category IB-N lands, Category II-N lands and the area of common interest for the Inuit and the Naskapis, shall constitute a Caribou-Zone for the harvesting of caribou, in accordance with the provisions of the Hunting, Fishing and Trapping Regime, by both the Inuit and the Naskapis.

b) Nevertheless, save only in the case where they incidentally harvest caribou while traveling between an Inuit community and Schefferville, the Inuit shall exercise the right to harvest caribou in that part of the said Caribou-Zone situated south of the 56° 15' parallel of latitude only when they are unable to attain the quota(s) of caribou allocated to them from among the species in the whole of the Territory because of a scarcity of said species within the area comprising the Inuit area of primary interest, the area of common interest for the Inuit and the Crees, the area of common interest for the Inuit and the Naskapis and that part of the Caribou-Zone north of the 56° 15' parallel of latitude. Furthermore, the exercise of the said right to harvest caribou in that part of the Caribou-Zone situated south of the 56° 15' parallel of latitude shall be subject to the approval of a majority of the representatives of the Coordinating Committee having a vote, which majority must include the Québec and the Inuit representatives. Any such approval of the Coordinating Committee shall specify the period during which the Inuit may harvest caribou in the said part of the Caribou-Zone and shall bind the responsible Minister.

24.13.7C Notwithstanding the use of the term "Native people" in the definition of "harvesting" in paragraph 24.1.13, in that part of the Caribou-Zone referred to in sub-paragraph 24.13.7B a) which is within the Inuit area of primary interest:

a) the Naskapis have the right to harvest caribou;

b) a Naskapi harvesting caribou has the right to harvest fur-bearing animals, fish and birds but only while harvesting caribou and only for purposes of sustenance in case of need, provided that the said harvesting of fur-bearing animals, fish and birds is ancillary to and is conducted in conjunction with the harvesting of caribou, and provided also that any fur-bearing animals, fish and birds harvested by the Naskapis in said part of the Inuit area of primary interest form part of the respective Naskapi quotas or other allocations for such species pursuant to the terms and conditions of this Section. The right to harvest granted in this sub-paragraph to the Naskapis shall in no case be interpreted as conferring upon the Naskapis a right to vote in virtue of sub-paragraph 24.4.4 i) and 24.4.4 j).

24.13.7D In that part of the Caribou-Zone referred to in sub-paragraph 24.13.7B a) which is within the Naskapi area of primary interest, subject to sub-paragraph 24.13.7B b):

a) the Inuit have the right to harvest caribou,

b) an Inuk harvesting caribou has the right to harvest fur-bearing animals, fish and birds but only while harvesting caribou and only for purposes of sustenance in case of need, provided that the said harvesting of fur-bearing animals, fish and birds is ancillary to and is conducted in conjunction with the harvesting of caribou, and provided also that any fur-bearing animals, fish and birds harvested by the Inuit in said part of the Naskapi area of primary interest form part of the respective Inuit quotas or other allocations for such species pursuant to the terms and conditions of this Section. The right to harvest granted in this sub-

paragraph to the Inuit shall in no case be interpreted as conferring upon the Inuit a right to vote in virtue of sub-paragraphs 24.4.4 i) and 24.4.4 j).

24.13.8 For the purposes of the voting procedure of the Coordinating Committee established by sub-paragraphs 24.4.4 g), h), i) and j), matters shall be deemed of common interest to the Crees, the Inuit and the Naskapis, or to two of them, when they involve:

a) the areas of common interest as set forth in the foregoing paragraphs;

b) discussion or consideration by the Coordinating Committee of a matter relating to a specific area within the area of primary interest of the Crees, the Inuit or the Naskapis but which, at the same time, involves a wildlife resource harvested by two or all of such groups or involves a matter related to such wildlife resource and any decision or recommendation by the Coordinating Committee in connection therewith which would affect the rights conferred by the Hunting, Fishhing and Trapping Regime in favour of another of such groups;

c) matters of general interest pertaining to the entire Territory.

24.13.9 a) The Cree and Inuit Native parties may from time to time by mutual agreement modify the provisions of paragraphs 24.13.2, 24.13.3, 24.13.4, 24.13.5 a), 24.13.6 and 24.13.7. Any such modification shall not affect the Naskapi Sector and shall not prejudice the exercise by the Naskapis of their rights outside of the said Sector.

b) Any modifications in virtue of the preceding sub-paragraph must be for reasons related to the actual or anticipated distribution and population size of wildlife species or to the use of wildlife resources by Natives or non-Natives or access to or the availability of wildlife resources for Natives or non-Natives.

c) Prior to effecting a modification in virtue of sub-paragraph a) the Cree and Inuit Native parties shall consult with the Coordinating Committee.

**28** Paragraph 24.15.1 of Section 24 of the James Bay and Northern Québec Agreement is amended by replacing the said paragraph by the following:

24.15.1 Except as otherwise provided for in this Section, the provisions of this Section may be amended with the consent of Québec and the interested Cree or Inuit Native party in matters of provincial jurisdiction and with the consent of Canada and the interested Cree or Inuit native party in matters of federal jurisdiction.

Nevertheless, none of the following Sub-Sections, paragraphs and sub-paragraphs 24.1.31, 24.1.32, 24.1.33, 24.134, 24.6.2 e), 24.7, 24.8.1, 24.8.6, 24.8.8, 24.9.3, 24.9.4, 24.9.6, 24.9.7, 24.13.1, 24.13.3A, 24.13.4A, 24.13.5 b), 24.13.5 c), 24.13.7A, 24.13.7B, 24.13.7C, 24.13.7D, 24.13.8, 24.13.9 a) and 24.15 may be amended without obtaining, in addition to the consent of the parties mentioned in the present paragraph, the consent of the Naskapi Native party. With respect to Sub-Section 24.4, the consent of the Naskapi Native party shall also be required when said party has an interest in the proposed amendment. The consent of the Naskapi Native party, when such consent is required, shall be given in writing to each of the other parties having an interest.

Legislation giving effect to such amendment, if required, shall be enacted only by l'Assemblée nationale in matters of provincial jurisdiction and only by Parliament in matters of federal jurisdiction.

***See plan no. 1 (complementary Documents):*** **ZONE DE DROIT D'USAGE PRIORITAIRE POUR LES NASKAPI**

**Annex 5**

***See plan no. 2 (complementary Documents):*** **LIMITES DU SECTEUR POUR LES NASKAPI**

**Annex 6**

***See plan no. 3 (complementary Documents):*** **LIMITES DU SECTEUR POUR LES NASKAPI**