The MEMBERS OF THE NASKAPIS DE SCHEFFERVILLE BAND (also known as the Naskapi Indians of Schefferville (Québec), as well as the said Band represented by its chief, Joseph Guanish, and its councillors, Jimmish Pien, Jacob Mameamskum and John Shecanapish, acting on behalf of the said members, the said Band and the Naskapis of Québec,

and

Le GOUVERNEMENT DU QUÉBEC (hereinafter referred to as "Québec"), represented by the ministre des Affaires intergouvernementales, the Honourable Claude Morin, and by the ministre des Richesses naturelles, the Honourable Yves Bérubé, acting on behalf of Québec,

and

La SOCIÉTÉ D'ÉNERGIE DE LA BAIE JAMES, a corporation duly incorporated with its head office in Montréal, Québec, represented by Robert A. Boyd, President, acting on behalf of the said corporation,

and

La SOCIÉTÉ DE DÉVELOPPEMENT DE LA BAIE JAMES, a corporation duly incorporated with its head office in Montréal, Québec, represented by Charles Boulva, President, acting on behalf of the said corporation,

and

La COMMISSION HYDROÉLECTRIQUE DE QUÉBEC (Hydro-Québec), a corporation duly incorporated with its head office in Montréal, Québec, represented by Robert A. Boyd, President, acting on behalf of the said corporation,

and

The GRAND COUNCIL OF THE CREES (OF QUÉBEC), a corporation duly incorporated, acting on its own behalf, on behalf of the James Bay Crees and on behalf of the Cree Bands of Fort George, Old Factory, Eastmain, Rupert House, Waswanipi, Mistassini, Nemaska and Great Whale River, and represented by its undersigned authorized representatives,

and

The NORTHERN QUÉBEC INUIT ASSOCIATION, a corporation duly incorporated, acting on its own behalf, on behalf of the Inuit of Québec and the Inuit of Port Burwell, and represented by its undersigned authorized representatives,

and

The GOVERNMENT OF CANADA (hereinafter referred to as "Canada"), represented by the Minister of Indian Affairs and Northern Development, the Honourable J. Hugh Faulkner, acting on behalf of Canada,

WHEREAS the James Bay and Northern Québec Agreement provides for the organization, reorganization, good government and orderly development of the Territory;

WHEREAS the members of the Naskapis de Schefferville Band inhabit the northeastern portion of the Territory;

WHEREAS Québec wishes to fully satisfy all of its obligations with respect to the members of the Naskapis de Schefferville Band, and the said members have consented to the terms and conditions of an agreement of settlement with respect thereto;

WHEREAS la Société d'énergie de la Baie James, la Société de développement de la Baie James and la Commission hydroélectrique de Québec (Hydro-Québec) have an interest in, and have made commitments for, the orderly development of the Territory;

NOW THE PARTIES AGREE AS FOLLOWS:

SECTION 1

Definitions

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

1.1 "Category I-N lands", the lands in the Territory comprising Category IA-N lands and Category IB-N lands;

1.2 "Category IA-N lands", the lands in the Territory determined, in conformity with section 20, to be such and the area of which is indicated in section 5;

1.3 "Category IB-N lands", the lands in the Territory granted for the Naskapis of Québec to a private landholding corporation and the ownership of which will vest outright in the said corporation, in accordance with the provisions of the present Agreement;

1.4 "Category II-N lands", the lands in the Territory contemplated for use by the Naskapis by paragraph 7.2.1 of the James Bay and Northern Québec Agreement, described in subsection 4.6, where the Naskapis of Québec will have the exclusive right of hunting, fishing and trapping and also the rights established in their favour under the Hunting, Fishing and Trapping Regime referred to in paragraph 15.2.1, and the other rights contemplated by the present Agreement, subject to the terms and conditions herein contained;

1.5 "Category III", land in the Territory other than:

the Category I, IA, IB, IB Special and Special Category I lands defined in Section 1 of the James Bay and Northern Québec Agreement,

the Category II lands defined in Section 1 of the James Bay and Northern Québec Agreement,

the Category I-N lands, comprising the Category IA-N lands and Category IN-N lands, respectively defined in subsections 1.1, 1.2 and 1.3, and

the Category II-N lands, contemplated for use by the Naskapis by paragraph 7.2.1 of the James Bay and Northern Québec Agreement and defined in subsection 1.4;

1.6 "community" or "Naskapi community", the collectivity of Naskapis for whom Category I-N lands have been allocated and in the case of Category IA-N lands, the Naskapi band as represented by its council and in the case of Category IB-N lands, the corporation contemplated by section 8, as the case may be;

1.7 "Naskapi band", the Naskapis de Schefferville band until the creation of the corporation contemplated by section 7, and thereafter the said corporation or its successor;

1.8 "Naskapi" or "Naskapi of Québec", a person eligible pursuant to paragraphs 3.2.1, 3.2.2 or 3.2.3;

1.9 "Cree" or "James Bay Cree", a person eligible pursuant to paragraphs 3.2.1, 3.2.2 and 3.2.3 of the James Bay and Northern Québec Agreement;

1.10 "Inuk" or "Inuit" in the plural, a person eligible pursuant to paragraphs 3.2.4, 3.2.5, 3.2.6 and Sub-Section 2.3 of the James Bay and Northern Québec Agreement;

1.11 "Native Party", in the case of the Naskapis, the Naskapi band acting through its council until the establishment of the corporation to which Category IB-N lands will be granted and, thereafter, the said corporation or its successor. In the case of the Crees, pursuant to the provisions of the James Bay and Northern Québec Agreement, the Grand Council of the Crees (of Québec) or its successor until the coming into force of the legislation establishing the Cree Regional Authority and, thereafter, the Cree Regional Authority or its successor. In the case of the Inuit, pursuant to the provisions of the James Bay and Northern Québec Agreement, the Northern Québec Inuit Association or its successor until the coming into force of the legislation establishing la Société inuit de développement – The Inuit Development Corporation and, thereafter, the said corporation or its successor;

1.12 "Native people", the Naskapis, the Crees and the Inuit;

1.13 "Native person", a Naskapi, a Cree or an Inuk;

1.14 "non-Native", a person who is not a Native person;

1.15 "Minister", the minister of Québec or Canada responsible for a matter falling within the jurisdiction of the government of which he is a member;

1.16 "Territory", the entire area of land contemplated by the 1912 Québec boundaries extension acts (an Act respecting the extension of the Province of Québec by the annexation of Ungava, Qué. 2 Géo. V. c. 7 and the Québec Boundaries Extension Act, 1912, Can. 2 Géo. V. c. 45) and by the 1898 acts (an Act respecting the delimitation of the Northwestern, Northern and Northeastern boundaries of the Province of Québec, Qué. 61 Vict. c. 6 and an Act respecting the Northwestern, Northern and Northeastern boundaries of the Province of Québec, Can. 61 Vict. c. 3);

1.17 "James Bay and Northern Québec Agreement", the agreement entered into by the Grand Council of the Crees (of Québec), the Northern Québec Inuit Association, the Government of Québec, la Société d'énergie de la Baie James, la Société de développement de la Baie James, la Commission hydroélectrique de Québec (Hydro-Québec) and the Government of Canada, signed on November 11, 1975, and amended on December 12, 1975;

1.18 "Naskapi local authority", the Naskapi band acting through its council in the case of Category IA-N lands, and the corporation contemplated by section 8 in the case of Category IB-N lands;

1.19 "l'Assemblée nationale", the Legislature of Québec;

1.20 "Parliament", the Legislature of Canada.

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**

SECTION 3

Eligibility

3.1 Definitions

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

3.1.1 "Naskapi community" is a group consisting of all members of the Naskapi band, within the meaning of the Indian Act, in the Territory, as well as all other persons who are entitled to be enrolled as beneficiaries under the present section who are recognized by said band as belonging to said group;

3.1.2 "Indian Act" is an Act respecting Indians, 1970, R.S.C., c. I-6 as amended;

3.1.3 "minor" is an unmarried male or female person who has not yet attained the age of eighteen (18);

3.1.4 "recognition by the community" includes a resolution approved by a majority of the members of the council of the Naskapi band;

3.1.5 "adoption" is the adoption of a child who has not reached the age of majority at the time of the adoption, which adoption was effected pursuant to the laws relating to adoption in any of the provinces of Canada or pursuant to the customs of the Naskapis in the Territory;

3.1.6 "Secretary General" is the secretary general of the Registre de la population du Québec;

3.1.7 "Québec Native Appeal Board" is the board established pursuant to paragraph 3.4.5 of the James Bay and northern Québec Agreement.

3.2 Eligibility

3.2.1 A person shall be entitled to be enrolled as a beneficiary under the present Agreement and be entitled to benefit therefrom if on June 30, 1977, he or she was:

3.2.1.1) under the Indian Act, a member or a person entitled to be a member of the Naskapi band; or

3.2.1.2) a person of Naskapi ancestry ordinarily resident in the Territory; or

3.2.1.3) a person of Naskapi or Indian ancestry who is recognized by the Naskapi community as having been on such date a member thereof; or

3.2.1.4) the child, including the adopted child, of a person mentioned in subparagraph 3.2.1.1, 3.2.1.2 or 3.2.1.3.

3.2.2 On or after July 1, 1977, a person is entitled to be enrolled as a beneficiary under the present Agreement and entitled to benefit therefrom as a member of the Naskapi community if he or she is:

3.2.2.1) a person who is a legitimate or illegitimate descendant in the male or female line of a person entitled to be enrolled pursuant to paragraph 3.2.1 or 3.2.3;

3.2.2.2) the adopted child of a person described in paragraph 3.2.1 or subparagraph 3.2.2.1 provided such child is a minor at the time of the adoption.

3.2.3 After six (6) months following the posting of the official list referred to in subparagraph 3.3.6.2, the council of the Naskapi band may, from time to time, at its discretion, direct the Secretary General to enroll as a beneficiary under the present Agreement and as a person entitled to benefit therefrom, a person who is of Naskapi ancestry provided such person:

3.2.3.1) was born in the Territory; or

3.2.3.2) is ordinarily resident in the Territory; and

3.2.3.3) he or she would have been entitled to be enrolled with his or her descendants pursuant to paragraph 3.2.1 or 3.2.2 but through inadvertence or for any other reason, was omitted from the official list of beneficiaries prepared in accordance with paragraph 3.3.6.

The provisions of this paragraph shall not prevent any person omitted from the official list of beneficiaries prepared in accordance with paragraph 3.3.6 from exercising his right to appeal pursuant to subsection 3.4.

3.2.4 In the event a person mentioned in paragraphs 3.2.1 to 3.2.3 inclusive is absent from the Territory during ten (10) continuous years and is domiciled outside the Territory, such person shall not be entitled to exercise his rights or to receive benefits under the present Agreement. Upon such person re-establishing his domicile in the Territory, the exercise of such person's rights and the entitlement to receive such benefits under the present Agreement shall revive subject to those restrictions specified in subsection 20.28 that may be applicable.

3.2.5 Notwithstanding any other provision in this section, a person shall not be enrolled on both the Naskapi list and on one of the other lists established pursuant to the James Bay and Northern Québec Agreement. Furthermore, a person entitled to be enrolled on more than one list established pursuant to the James Bay and Northern Québec Agreement and the present Agreement shall, after being requested to do so by the Secretary General, notify the Secretary General as to the list on which he or she wishes to be enrolled, and failing to do so, the Secretary General shall decide the list on which that person shall be enrolled. If a person already enrolled on one of the lists established pursuant to the James Bay and Northern Québec Agreement is informed by the Secretary General that he is entitled to change his enrollment to the Naskapi list, and such person fails to indicate that he wishes such a change to be effected, such person shall remain on the list on which he is already enrolled.

3.3 Enrollment

3.3.1 Within one (1) month of the approval of the present Agreement, the Naskapi community shall establish a Local Enrollment Committee composed of three (3) resident members nominated by the council of the Naskapi band and appointed by the Enrollment Commission. The Local Enrollment Committee shall cease to exist simultaneously with the cessation of the Enrollment Commission pursuant to paragraph 3.3.10. Notwithstanding the foregoing, if the said local committee is not formed within one (1) month after the said approval, the Enrollment Commission shall then exercise all the duties and functions of the Local Enrollment Committee and proceed with the enrollment.

3.3.2 The Local Enrollment Committee shall have the following duties and functions:

3.3.2.1) to publicize and provide information in respect of the enrollment process to members of the Naskapi community;

3.3.2.2) to supply application forms to any person wishing to apply for enrollment;

3.3.2.3) to receive completed applications for enrollment;

3.3.2.4) to prepare a list of all persons who in its opinion are entitled to be enrolled in accordance with the criteria set out in paragraphs 3.2.1 to 3.2.5 inclusive;

3.3.2.5) to certify and to forward the list to the Enrollment Commission on or before the date fixed by the latter;

3.3.2.6) to prepare a list of the names of all applicants who have been refused enrollment and forward that list together with all relevant information and documentation to the Enrollment Commission;

3.3.2.7) to furnish within the delays fixed by the Enrollment Commission the information, and to effect the specific tasks, requested by the Enrollment Commission.

3.3.3 Within one (1) month of the approval of the present Agreement, an Enrollment Commission shall be established comprised of:

3.3.3.1) a person appointed by the council of the Naskapi band;

3.3.3.2) a person appointed by Québec;

3.3.3.3) a person appointed by Canada.

The Enrollment Commission shall be formed and shall assume its powers, duties and functions, even if one of the parties should delay the naming of its representative.

3.3.4 A chairman shall be elected by the members of the Enrollment Commission from among themselves.

3.3.5 A majority of the members constitutes a quorum of the Enrollment Commission.

3.3.6 Among its powers, duties and functions, the Enrollment Commission:

3.3.6.1) shall be responsible for the preparation of the official list of persons entitled to be enrolled in accordance with the criteria set out in paragraphs 3.2.1 and 3.2.2;

3.3.6.2) shall publish, within twelve (12) months of the approval of the present Agreement, the official list and shall forward a copy thereof to the council of the Naskapi band and shall cause a copy thereof to be posted in a place in the community where notices are ordinarily displayed.

3.3.7 The Enrollment Commission shall have the following powers:

3.3.7.1) to determine the places and dates of such meetings as it deems necessary;

3.3.7.2) to fix the date for receiving the list referred to in subparagraph 3.3.2.4;

3.3.7.3) to establish its own procedures and standards of evidence;

3.3.7.4) to commit, in accordance with the provisions of la Loi de l'administration financière du Québec (L.Q. 1970, c. 17), the expenditure of such funds as are allocated to it for the purpose of carrying out its duties and functions.

3.3.8 The Enrollment Commission shall have the following duties and functions:

3.3.8.1) to assist the Local Enrollment Committee in carrying out its duties and functions;

3.3.8.2) to prepare and provide such information and forms as may be necessary to enable the Local Enrollment Committee to conduct the enrollment;

3.3.8.3) to refer to the Local Enrollment Committee those applications for enrollment which are submitted directly to the Enrollment Commission by individual applicants;

3.3.8.4) to review the list of names submitted by the Local Enrollment Committee pursuant to subparagraphs 3.3.2.4, 3.3.2.5 and 3.3.2.6 and add thereto or delete therefrom the names of persons who may or may not be entitled to be enrolled in accordance with the criteria set out in subsection 3.2;

3.3.8.5) to prepare, certify, publish and advertise the official list;

3.3.8.6) to notify the Local Enrollment Committee of the names of all persons who have been added to or deleted from the list prepared by the Local Enrollment Committee;

3.3.8.7) to notify each applicant whose name has not been put on the official list and to notify each person whose name has been added to or deleted from the list submitted by the Local Enrollment Committee and to inform that applicant or person of the reason for the Enrollment Commission's decision and of his or her right to appeal.

3.3.9 Where it appears to the Enrollment Commission that the Local Enrollment Committee is not able to carry out by the date fixed by the Enrollment Commission, or that it is failing to carry out, the duties and functions provided by paragraph 3.3.2, the Enrollment Commission may carry out any or all of the duties and functions of the Local Enrollment Committee.

3.3.10 Within one (1) month of the publication and posting of the official list or of the notifications mentioned in subparagraph 3.3.8.7, whichever is the later, the Enrollment Commission shall deposit with the Secretary General and the Minister of Indian Affairs and Northern Development a copy of the official list, and shall deposit with the Secretary General all its official records and documents. The Enrollment Commission shall thereafter cease to exist.

3.4 Appeals

3.4.1 Within six (6) months of the posting in accordance with subparagraph 3.3.6.2 of the official list of beneficiaries, an appeal shall lie to the Québec Native Appeal Board in respect to the omission, inclusion or exclusion or deletion of the name of a person to or from such list.

3.4.2 Within six (6) months of the notification by the Secretary General that the name of a person has been added to or deleted from the Naskapi Register by the Secretary General or within six (6) months of the notification by the Secretary General of his refusal to include the name of a person on the Naskapi Register, an appeal shall lie to the Québec Native Appeal Board in respect thereto.

3.4.3 Only one (1) appeal may be made to the Québec Native Appeal Board pursuant to paragraph 3.4.1 or 3.4.2.

3.4.4 The following persons may appeal to the Québec Native Appeal Board pursuant to paragraph 3.4.1 or 3.4.2:

3.4.4.1) a person whose name was omitted from, included in, excluded or deleted from the list;

3.4.4.2) a person whose name was added to or deleted from the Naskapi Register;

3.4.4.3) a person whose application was refused by the Secretary General;

3.4.4.4) the council of the Naskapi band until the establishment of the Naskapi local authority pursuant to the provisions of section 8 and thereafter the Naskapi local authority or its successor.

3.4.5 The Minister of Indian Affairs and Northern Development shall be notified by the Secretary General of all appeals under this subsection and shall have the right to intervene on his own behalf or, at the request of the appellant, on the appellant's behalf, in any such appeal presented to the Québec Native Appeal Board.

3.5 Registration of beneficiaries

3.5.1 Québec shall maintain a Naskapi Register in which shall be recorded the names of the persons entitled to be enrolled in accordance with this section.

3.5.2 This Naskapi Register shall indicate the date on which each name is added thereto or deleted therefrom.

3.5.3 The Secretary General may at any time add to or delete from the Naskapi Register the name of any person who, in accordance with the provisions of this section, is entitled or not entitled to have his name included in such register.

3.6 Local registry officer

3.6.1 A qualified member of the Naskapi community shall be appointed as the local registry officer by the responsible Minister of Québec.

3.6.2 The local registry officer shall keep and maintain the Naskapi community list and he shall forwith notify the Secretary General of all changes in the Naskapi community list necessitating changes in the Naskapi Register.

3.6.3 The local registry officer may, in addition, be appointed for the registration of acts of civil status and vital statistics in accordance with the appropriate Québec laws.

3.7 Costs

3.7.1 Canada and Québec shall each pay half of the total amount of expenses incurred for the initial enrollment. The total budget of the Enrollment Commission for such purposes shall be twenty thousand dollars ($20,000).

3.8 Amendment

3.8.1 This section may be amended only with the consent of Québec, Canada and the Naskapi Native party, with the exception of paragraph 3.2.5 which in addition shall require the consent of the Cree Native party and the Inuit Native party.

SECTION 4

Preliminary Territorial Descriptions

4.1 Introduction

4.1.1 The English system of measures with the International System equivalents are used to indicate distances and areas in the following descriptions.

4.1.2 The distances and the areas delimited by the territorial descriptions are approximate.

4.1.3 It is agreed that the territorial descriptions of the proposed blocks (blocs projetés) are preliminary. The block which will be determined to be Category IA-N lands, in accordance with section 20, and the lands determined to be Category IB-N lands, in accordance with paragraph 5.1.3, will be defined precisely within a period of five (5) years from the date of approval of the present Agreement by a written and cartographic description based upon technical surveys on the ground and upon cartography at a scale of 1:50 000, or larger at the discretion of Québec.

4.1.4 The preliminary territorial descriptions of the proposed blocks and the technical description of Category II-N lands set forth in this section describe only the perimeters and do not take into account any enclaves of Category III lands which exist within Category II-N lands and which may exist within the proposed blocks. Unless otherwise provided in the following preliminary territorial descriptions and technical description, when fifty percent (50 %) or more of the area of a lake falls within the area described the lake is considered as part of the proposed block or part of Category II-N lands, as the case may be, and its area is included in the calculation of the area of these lands.

4.1.5 The preliminary territorial descriptions of the proposed blocks and the technical description of Category II-N lands are accepted by all the parties to the present Agreement. However, the parties accept that these preliminary territorial descriptions may be modified subsequently, with the mutual consent of the interested parties, to take into account such modifications as may be agreed to by the interested parties, and to ensure that the modified descriptions of the proposed blocks correspond to the areas foreseen while generally respecting the locations foreseen.

4.1.6 Such modifications shall take into account the precision of existing cartographic and survey techniques.

4.1.7 The revised territorial description for lands that will become Category IA-N lands and the revised territorial description for lands that will become Category IB-N lands must be agreed upon prior to the commencement of ground surveys.

4.1.8 Waterbodies, and islands within such waterbodies, which fall within the lands included in the proposed blocks, form part of the proposed blocks.

4.2 Champlain (Proposed block)

4.2.1 Preliminary territorial description of a proposed block of land situated within the limits of the Municipality of the City of Schefferville, part of which borders the northeast shore of Pearce Lake. This proposed block of land may be more fully described as follows:

4.2.2 "commencing at the point of intersection of the western corner of the mobile home park and the southeast limit of Block 16; in a direction due north 30° 52' west for a distance of approximately one thousand one hundred and seventy five feet (1,175 ft or 358.1 m); in a direction due south 76° 27' west for a distance of approximately one thousand feet (1,000 ft or 304.8 m) up to the line of the high-water mark of the northeast side of the northwest, west, southwest, south and northeast following the said line of the high-water mark of the northeast side of the northwest portion of Pearce Lake; in a general direction northwest, west, southwest, south and northeast following the said line of the high-water mark of Pearce Lake up to a point "A", which is the intersection of the line of the high-water mark of the north shore of the eastern portion of Pearce Lake with the southeast limit of Block 16; in a direction due north 56° 49' east following the southeast limit of Block 16 for a distance of approximately one thousand eight hundred feet (1,800 ft or 548.6 m) up to the point of commencement".

4.2.3 This proposed block of land contains an area of seventy-eight point sixty-six acres (78.66 acres or 31.83 ha) preliminarily delimited on the map attached as schedule 1 to the present section. Within this proposed block, an area designated in the present Agreement as Block Pearce as defined in paragraph 20.1.2, containing thirty-nine point thirty-three acres (39.33 acres or 15.915 ha), is susceptible in accordance with the provisions of Section 20 of being determined as Category IA-N lands.

4.3 Cartier (Proposed block)

4.3.1 Preliminary territorial description of a proposed block of land situated within the limits of the Municipality of the City of Schefferville, part of which borders the north shore of John Lake. This proposed block of land, which includes Blocks 94 and 44, may be more fully described as follows:

4.3.2 "commencing at the point of intersection of the prolongation toward the southeast of the northeast limit of Block 51 and the line of the high-water mark of John Lake; in a general direction northwest, north and east following the line of the high-water mark of John Lake up to the point of intersection with the eastern limit of the Municipality of the City of Schefferville; in a direction due north, that is, following the eastern limit of the Municipality of the City of Schefferville for a distance of approximately one thousand three hundred and fifty feet (1,350 ft or 411.5 m); in a direction due north 45° 00' west for a distance of approximately two thousand one hundred and twenty feet (2,120 ft or 646.2 m) up to the right of way of the road leading to the former Hanas Lake airport; in a general direction southwest, west and southwest following the aforementioned right of way of the road up to the point of intersection with the northeast limit of Block 51; in a direction due south 45° 00' east, following the northeast limit of Block 51 and its prolongation for a distance of approximately one thousand feet (1,000 ft or 304.8 m) up to the point of commencement".

4.3.3 This proposed block of land, designated in the present Agreement as Block Cartier as defined in paragraph 20.1.3, contains an area of one hundred and fifty acres (150 acres or 60.7 ha) as preliminarily delimited on the map attached as schedule 2 to this section.

4.4 Matemace (Proposed block)

4.4.1 Preliminary territorial description of a proposed block of land situated about two (2) miles north of the limits of the Municipality of the City of Schefferville, This proposed block of land, which includes, among others, Matemace Lake and Peter Lake, may be more fully described as follows:

4.4.2 "commencing at the point of the intersection of the high-water mark of the southwest shore of Matemace Lake and of meridian 66°52’40" west; in a general direction northwest, north and east following the said line of the high-water mark up to meridian 66°52’40" west; in a direction due north for a distance of approximately four thousand nine hundred feet (4,900 ft or 1 493.5 m); in a direction due north 60°00’ east for a distance of approximately three thousand nine hundred feet (3,900 ft or 1,188.7 m); in a direction due south 48°00’ east for a distance of approximately thirty seven thousand six hundred feet (37,600 ft or 11,460.5 m) up to meridian 66°43’40" west, the said northeast limit including entirely the lake which it cuts across and of which the geocentric coordinates are approximately 54°54’35" north and 66°47’15" west; in a direction due south for a distance of approximately thirteen thousand one hundred feet (13,100 ft or 3,992.9 m) up to parallel of latitude 54°50’50" north, the said eastern limit including entirely the lake which it cuts across and of which the geocentric coordinates are approximately 54°52’30" north and 66°44’10" west; in a direction due west for a distance of approximately four thousand seven hundred feet (4,700 ft or 1,432.6 m) up to meridian 66°45’ west; in a direction due north for a distance of approximately one thousand three hundred feet (1,300 ft or 396.2 m); in a direction due north 45°00’ west for a distance of approximately thirty two thousand feet (32,000 ft or 9 753.6 m) up to meridian 66°51’30" west; in a direction due north for a distance of approximately two9 thousand three hundred feet (2,300 ft or 701.0 m) up to a line parallel to the high-water mark of the southwest shore of Matemace Lake at a distance therefrom of two hundred feet (200 ft or 61.0 m) toward the hinterland; in a general direction northwest following the said line parallel to the high-water mark and at a distance therefrom of two hundred feet (200 ft or 61.0 m) toward the hinterland up to meridian 66°52’40" west; in a direction due north for a distance of two hundred feet (200 ft or 61.0 m) up to the point of commencement".

4.4.3 This block of land, designated in the present Agreement as Block Matemace as defined in paragraph 20.1.4, contains an area of sixteen square miles (16.0 sq mi or 41.44 sq km) as preliminarily delimited on the map attached as schedule 3 to this section.

4.5 Tait (Proposed block)

4.5.1 Preliminary territorial description of a proposed block of land situated approximately sixteen point five miles (16.5 mi or 26.6 km) north of the limits of the Municipality of the City of Schefferville. This proposed block of land, which includes, among others, Tait Lake and Pluton Lake, may be more fully described as follows:

4.5.2 "commencing at the point of intersection of parallel of latitude 55°02’30" north and meridian 66°46’ west; in a direction due north 19°53’ east for a distance of approximately nine thousand eight hundred feet (9,800 ft or 2,987 m) up to the point of intersection of parallel of latitude 55°04’ north and meridian 66°45’ west; in a direction due north 15°45’ west for a distance of approximately twenty five thousand two hundred feet (25,200 ft or 7,681 m) up to the intersection of parallel of latitude 55°08’ north and meridian 66°47’ west; in a direction due north 4°40’ east for a distance of approximately forty two thousand seven hundred feet (42,700 ft or 13,015 m) up to the point of intersection of parallel of latitude 55°15’ north and meridian 66°46’ west, the said limit including entirely the lakes that it crosses, among others, Vulcain Lake and one other lake of which the approximate geocentric coordinates are 55°12’ north and 66°46’ west; in a direction due north 42°25’ west for a distance of approximately twenty thousand five hundred feet (20,500 ft or 6,248.4 m) up to

the point of intersection of parallel of latitude 55°18’30" north and of meridian 66°50’ west; in a direction due west for a distance of approximately fifty eight thousand three hundred feet (58,300 ft or 17,769.6 m) up to the high-water mark of the northeast shore of Sanderson Lake, the said limit including the lakes of which more than fifty percent (50%) of the area is within the proposed block of land; in a general direction southeast, south and southeast following the high-water mark of the northeast shore of Sanderson Lake and of the southwest shore of a lake of which the approximate geocentric coordinates are 55°15’21" north and 67°04’20" west and of Jigsaw Lake up to the point of intersection with meridian 67°03’ west; in a direction due south 38°52’ east for a distance of approximately eighty eight thousand three hundred feet (88,300 ft or 26,913.8 m) up to the point of intersection of parallel of latitude 55°02’ 30" north and meridian 66°47’ west, with the said limit including a small lake of which the approximate geocentric coordinates are 55°09’ north and 66°56’ west; in a direction due east for a distance of approximately three thousand five hundred feet (3,500 ft or 1,066.8 m) up to the point of commencement, of which the coordinates are 55°02’30" north and 66°46’ west".

4.5.3 This proposed block of land, designated in the present Agreement as Block Tait, is preliminarily delimited on the map attached as schedule 4 to this section and contains an area of one hundred and twenty six square miles (126.0 sq mi or 326.3 sq km).

4.6 Technical description of Category II-N lands

4.6.1 Description of a block of Category II-N lands, situated approximately fifty-five miles (55.0 mi or 88.5 km) north of the limits of the Municipality of the City of Schefferville. This block of Category II-N lands may be more fully described as follows:

4.6.2 "commencing at a point situated on the north-west shore of Morpain Lake at the intersection formed by the shore of the said lake and meridian 66°35’ west; from there, toward the north following meridian 66°35’ west for a distance of two hundred and thirty-three thousand five hundred feet (233,500 ft or 71,170.8 m) approximately until parallel of latitude 56°20’25" north; from there in an approximate direction north 58°15’ west for a distance of approximately two hundred and ninety thousand feet (290,000 ft or 88,392 m) up to a point established by le ministère des Richesses naturelles, bearing number 942, and the approximate coordinates of which are 56°46’ north and 67°47’45" west; from this point, in an approximate direction south 11°50’ east for a distance of approximately one hundred and fifty-two thousand feet (152,000 ft or 46,329.6 m) up to another point established by le ministère des Richesses naturelles, bearing number 1546, the approximate coordinates of which are 56°21’30" north and 67°39’ west; from there, in a direction south 46°30’ east for a distance of approximately twenty-four thousand nine hundred feet (24,900 ft or 7,589.5 m) up to the eastern bank of the Wheeler River; and finally, in general directions south and south-east following the eastern and north-eastern banks of the Wheeler River and of Keato Lake and the north-west shore of Morpain Lake up to the point of commencement".

4.6.3 This block of Category II-N lands, with the lakes and water courses included therein, the whole as shown on the map prepared November 24, 1977 by le service de l’Arpentage du ministère des Terres et Forêts du Québec and deposited in the archives of the said service under number Divers 150-21, contains an area of one thousand six hundred square miles (1,600 sq mi or 4,144 sq km).

4.6.4 In the present description, the bearings mentioned are in relation to meridian 67°30' west and this block of Category II-N lands is shown on the map attached as schedule 5 to this section.

Annex 1

See plan no. 4 (complementary Documents) : **CHAMPLAIN (BLOC PROJETÉ) SCHEFFERVILLE**

Annex 2

See plan no. 5 (complementary Documents) : **CARTIER (BLOC PROJETÉ) SCHEFFERVILLE**

Annex 3

See plan no. 6 (complementary Documents) : **MATEMACE (BLOC PROJETÉ) SCHEFFERVILLE**

Annex 4

See plan no. 7 (complementary Documents) : **TAIT (BLOC PROJETÉ) SCHEFFERVILLE**

Annex 5

See plan no. 8 (complementary Documents) : **TERRES DE CATÉGORIE II - N, SCHEFFERVILLE, NOUVEAU-QUÉBEC**

SECTION 5

Land Regime

5.0 Interpretation

5.0.1 For the purposes of this section only, unless the context indicates otherwise, whenever an option is exercised, or compensation in land or in money is to be received, or replacement land is to be selected, "Naskapis of Québec" means the Naskapi local authority for Category IA-N lands in the case of Category IA-N lands or the private landholding corporation contemplated by paragraph 5.1.3 in the case of Category IB-N lands, as the case may be.

5.1 Category I-N lands

5.1.1 Definition

Category I-N lands comprise Category IA-N lands and Category IB-N lands in accordance with the terms and conditions of the present Agreement and shall be set aside for the Naskapis of Québec. The total area of Category I-N lands is one hundred and twenty-six (126) square miles.

5.1.2 Category IA-N lands

The selection of Category IA-N lands by the Naskapis of Québec is subject to the provisions of section 20.

Category IA-N lands are lands set aside for the exclusive use and benefit of the Naskapi band, under the administration, management and control of Canada, subject to the terms and conditions of the present Agreement.

The area of Category IA-N lands will be thirty-nine point thirty-three (39.33) acres, or one hundred and fifty acres, or sixteen (16) square miles depending upon the block chosen in accordance with the provisions of section 20, and Québec shall retain bare ownership of the lands, and, subject to the provisions herein, the ownership of the mineral and subsurface rights over such lands. Subject to the terms and conditions of the present Agreement, Québec shall transfer to Canada the administration, management and control of the Category IA-N lands and Canada shall accept such transfer.

5.1.3 Category IB-N lands

Category IB-N lands comprise the lands to be granted for the Naskapis of Québec to a private landholding corporation established in virtue of the laws of Québec or by a special law thereof, and the members of which must be Naskapis of Québec. The area of Category IB-N lands shall be the area of one hundred and twenty-six (126) square miles, being Block Tait shown on the map attached as schedule 4 of section 4 and preliminarily described in section 4, which will be reduced, within two (2) months of the determination of Category IA-N lands, by subtracting from its northern portion an area equal to the area of Category IA-N lands.

The ownership of the Category IB-N lands, under the jurisdiction of Québec, will vest outright in said corporation, provided that the lands can be sold or ceded only to Québec and this shall constitute a prohibition to sell or cede other than to Québec.

Such corporation shall consist of the Naskapis of Québec entitled to the benefits of the present Agreement, and shall be a private landholding corporation having the title and ownership of the Category IB-N lands, in accordance with the provisions of the present Agreement.

Unless otherwise specifically provided herein these lands cannot be taken away by Québec. In those circumstances described in this section where the right to expropriate by Québec is exercised, the land must be replaced or compensation paid at the option of the Naskapis of Québec except if otherwise provided herein.

5.1.4 Existing third party and governmental interests

Lands ceded to third parties, by letters patent or owned by third parties prior to the execution of the present Agreement shall be Category III lands. However, the said lands and persons thereon shall be subject to the by-laws of the Naskapi local authority as if such lands formed part of Category I-N lands. Such persons shall have a right to all services of a municipal nature which are offered by the Naskapi local authority to the residents of the surrounding or adjacent Category I-N lands on the same terms and conditions, the whole subject to the rights of such persons and the exercise of the same.

The lands over which rights have been ceded by Québec to third parties prior to the execution of the present Agreement in the form of leases, occupation permits or other authorizations shall be Category I-N lands. The holders of such rights may continue to exercise them, subject solely to all laws and regulations of Québec as if the lands over which the said rights are granted were Category III lands until the termination of the period fixed for the exercise of such rights, unless such rights are renewed by Québec.

Lands within the areas of Category I-N, but which are presently the object of mining claims, development licenses, exploration permits, mining concessions and mining leases and other similar rights, as presently defined in the Québec Mining Act (S.Q. 1965, c. 34 as amended) shall be Category III lands. However, Québec undertakes upon the expiry of these rights, or any renewal thereof, to transfer the administration, management and control of the lands subject thereto to Canada for the use and benefit of the Naskapis of Québec or to transfer the ownership to the landholding corporation, depending on whether the said lands are within the area of Category IA-N lands or Category IB-N lands. If any part of such lands is taken for development under the Québec Mining Act, Québec will replace the land taken, in accordance with the procedure set out for the replacement of Category II-N lands.

Québec undertakes to provide Canada and the Naskapi Native party, within ninety (90) days of the approval of the present Agreement, with a list of the mining claims development licenses, mining concessions, mining leases and exploration permits, referred to above, within Block Tait and within the lands which may become Category IA-N lands in accordance with the provisions of section 20, along with the names of the holders thereof, the date the rights were granted, the nature of the rights and the date of their expiry.

The areas of land covered by such existing mining claims, development licenses, exploration permits, mining concessions and mining leases surrounded by Category I-N lands have been included in the calculation establishing the total area of one hundred and twenty-six (126) square miles of Category I-N lands.

Existing roads within Category IA-N lands shall be Category IA-N lands but the general public shall be granted access over such roads.

The areas covered by existing landing strips, airport installations and hydroplane bases within Category I-N lands are excluded from Category I-N lands and shall be Category III lands. However, the areas of such lands have been included in calculating the total area of Category I-N lands.

When such areas mentioned above are no longer required, as determined by Québec, the ownership or the administration, management and control, as the case may be, shall be transferred by Québec in the manner provided hereinabove, subject to the approval of any owner thereof, and subject to third party interests respecting mineral substances already conceded.

5.1.5 Future occupation by Québec and third parties

5.1.5.1) Québec and its representatives

Lots within Category I-N lands shall be allocated by the Naskapi local authority for community services supplied by Québec, its agents or mandataries, such as roads, schools, hospitals, police stations and telecommunications. Such allocation shall be by way of leases, servitudes or similar contract and for nominal compensation, namely, one dollar ($1.00).

In the event that Québec builds a road across Category IB-N lands, there shall be a corridor of five hundred (500) feet of Category II-N lands along each side of such road, subject to the general provisions of paragraph 5.1.6.

5.1.5.2) Third parties

The Naskapi local authority, in any case in which it allows third parties to occupy Category I-N lands for projects of regional or provincial interest, shall first consult with Québec and, in the case of Category IA-N lands, Canada as well.

5.1.5.3) Mining Explorations and Operations under Existing Rights

Where lands which are the object of existing mining claims, development licenses, exploration permits, mining concessions, mining leases and other similar titles pertaining to minerals as defined in the Québec Mining Act are surrounded by or adjacent to Category I-N lands, the owners of these rights or titles for the purpose of exercising the said rights shall have the right to use Category I-N lands, but only to the extent necessary in order to carry out their exploration or mining operations as provided for in Division XXII of the Québec Mining Act. Nonetheless, the appropriation of the lands required for such purposes shall be done by temporary servitude only, but shall not be subject to the expropriation provisions of the Indian Act or of the present Agreement. The indemnity to be paid by Québec to the Naskapi local authority in the case of Category IA-N lands, and to the corporation contemplated by paragraph 5.1.3 in the case of Category IB-N lands, for the use (other than for exploration) of such Category I-N lands will be equivalent replacement lands. In the case of exploration, the compensation to be paid by Québec for the use of such Category I-N lands shall be the equivalent to what is being paid to Québec for the use of surface rights on Crown lands in similar cases.

In the event that areas of land contemplated in the present subparagraph are developed as provided hereinabove, the Naskapi local authority in the case of Category IA-N lands and the corporation contemplated by paragraph 5.1.3 in the case of Category IB-N lands shall have the right to the replacement of an equivalent area of land in the same manner as set forth in the procedure for the replacement of Category II-N lands in the case of development.

In regard to lands which will be the object of mining claims, development licenses, exploration permits, mining concessions, mining leases and similar titles in the future, except the lands presently covered by any such titles which shall be governed by the special provisions hereinabove set forth, the exercise of any rights in or over Category I-N lands shall be subject to the general regime set forth below.

5.1.6 Public servitudes

5.1.6.1) General

Category I-N lands are subject to public servitudes established by Québec, its agents or mandataries in the cases set forth in subparagraphs 5.1.6.1 A, 5.1.6.1 B, 5.1.6.1 C and 5.1.6.1 D subject to the terms and conditions mentioned herein and subject to compensation mentioned herein and subject to compensation in an equivalent area of land or in money at the option of the Naskapis of Québec except:

i) in the event of a public servitude for services of direct benefit to Category I-N lands or to the Naskapis of Québec, in which case there shall be no replacement or compensation of any kind for the lands taken for these public servitudes, or

ii) in the event of a public servitude in Category IA-N lands and if, in accordance with the provisions of section 20, Block Pearce or Block Cartier, as defined in section 20, becomes Category IA-N lands, then the compensation for the lands taken for such public servitude shall always be by a monetary payment, or

iii) in the event of a public servitude in Category IA-N lands and if, in accordance with the provisions of section 20, Block Matemace, as defined in Section 20, becomes Category IA-N lands, then the lands taken for such public servitude shall be compensated for by replacement or by a monetary sum, at the option of the Naskapis of Québec, unless Québec has serious reasons for being unable to replace said lands, in which event the compensation shall be monetary.

Consequently, all public bodies, agencies and corporations authorized by law will be allowed to expropriate for the purpose of establishing the following public servitudes in the cases and subject to the conditions mentioned below:

A) infrastructures: such as regional roads and arteries, bridges, airports, protection and irrigation facilities;

B) local services: water systems, sewers, purification plants, treatment plants, fire protection and other services generally provided by local or municipal governments;

C) public utilities: electricity, gas, oil, telecommunications and telephones;

D) however, in the case of gas or oil pipelines or transmission lines, the servitudes shall be subject to the following:

a) the servitudes shall be situated as far as possible away from the center of the Naskapi community contemplated by section 20, in so far as reasonable, taking into account all circumstances;

b) Category I-N lands used for such purposes shall be replaced by an equivalent area of land unless otherwise expressly provided for in paragraph 5.1.6;

c) all reasonable efforts shall be made to attempt to locate such transmission lines or pipelines outside the Category I-N lands, for equal cost;

E) other servitudes of a similar nature established by law.

In the case of public servitudes, indemnity in lands or money must be effected, at the option of the Naskapis of Québec, except in the circumstances contemplated by subparagraphs 5.1.6.1 i), ii), iii) and subparagraph 5.1.6.1 D. b). In the case of public servitudes involving services which directly benefit the Category I-N lands or the Naskapis of Québec, direct benefit would be determined with respect to the potential use by and/or future advantages to the Category I-N lands and to the Naskapis themselves.

Where it is not otherwise possible for Québec to achieve the above without a full use and taking of the lands, Québec shall have the right to expropriate in full ownership for the purposes of the present paragraph, subject to the other provisions of this section.

5.1.6.2) Direct Benefit

Servitudes considered as being of direct benefit to the Category I-N lands or to the Naskapis of Québec would include servitudes involving public services expressly requested by the Naskapi community or servitudes involving essential services for the Naskapis of Québec provided such services are used by them to enhance their quality of life.

Such servitudes would include but not necessarily be limited to such things as local services generally provided by municipal or local governments and by public utilities, local roads, bridges and community airports.

In all other cases not covered by the present Agreement, the burden of proof in establishing that a servitude is of direct benefit to the Category I-N lands or to the Naskapis of Québec shall lie upon Québec.

In all cases, the Naskapi community shall have the right and opportunity to contest, in accordance with the procedure hereinafter set forth, whether a particular public servitude involves services of direct benefit to the Category I-N lands or to the Naskapis of Québec.

5.1.6.3) Compensation in Land or in Money

In the case of a servitude recognized not to be of direct benefit to the Category I-N lands or to the Naskapis of Québec and except as otherwise provided in subparagraph 5.1.6.1, there shall be

compensation in an equal area of lands or, at the option of the Naskapis of Québec, in an amount of money, or partially by an amount of money and partially by lands.

However, such compensation shall be by replacement of lands only when such servitudes effectively withdraw portions of the Category I-N lands from the use or enjoyment of the Naskapis of Québec.

If the Naskapis of Québec choose compensation in the form of lands, the Naskapis of Québec shall indicate their selection preference to Québec as soon as the decision to proceed with the proposed public servitude is taken.

If necessary, Québec shall then propose to the Naskapis of Québec, taking into consideration their preference, and in conformity with the general provisions with respect to servitudes provided for in subparagraph 5.1.6.1, an area with similar characteristics, insofar as is possible, to the Category I-N lands and contiguous to the location of the Category I-N lands subject to the servitude. Such area proposed as replacement shall be double the size of the lands to be replaced. The Naskapis of Québec shall be then entitled to choose from this area a piece of land equal in size to the lands effectively withdrawn for the purposes of the public servitude and contiguous to the Category I-N lands subject to the servitude.

This procedure will precede the taking of lands for a servitude or any construction related to the servitude. However, a time limit of one hundred and twenty (120) days shall be allowed for this procedure, provided that the taking of the lands for the servitude or any construction related to the servitude may proceed after sixty (60) days.

If there is no agreement on the choice of the replacement lands within the period of one hundred and twenty (120) days and provided there is no contestation of the right to acquire the servitude, the compensation would have to take the form of money.

If there is no agreement between the Naskapi community and Québec respecting the determination of what is direct benefit to the Naskapis of Québec or if the Naskapis of Québec, instead of compensation in the form of land, choose compensation in the form of money and the parties are unable to agree as to what is adequate compensation, the decision as to whether the servitude is of direct benefit and as to the amount of compensation shall be made by the Tribunal d'expropriation du Québec, unless the parties agree to submit the matter to binding arbitration.

5.1.6.4) Impact Assessment

A. All proposed public servitudes mentioned in paragraph 5.1.6 and located in lands north of the 55th parallel shall be subject to the Environmental and Social Protection Regime stipulated in Section 23 of the James Bay and Northern Québec Agreement, as amended from time to time.

B. Notwithstanding the environmental and social impact assessment and review procedure that may otherwise apply, all proposed servitudes mentioned in subparagraphs 5.1.6.1 A. and 5.1.6.1 D. located in lands south of the 55th parallel shall be subject to the environmental and social impact assessment and review procedure provided for in subsection 14.1, except that the delay stipulated in subparagraph 14.1.2.6 shall not be less than sixty (60) days and the consultation process shall be with the Naskapi community.

5.1.6.5) Other

Any land effectively withdrawn from Category I-N lands for the purpose of establishing a servitude which has been compensated for in the form of lands or money will be classified as Category III lands.

If the holder of the servitude no longer requires such servitude, the Naskapis of Québec shall have the option to have the lands formerly subject to such servitude reclassified as Category I-N lands provided that the lands which were granted to the Naskapis of Québec as compensation, if such was the case, revert to Québec to be reclassified as Category II-N lands or as Category III lands depending on their status before the said lands were used for compensation.

Unless the Naskapis of Québec are compensated in money in respect to expropriations by Québec and subject to the provisions of paragraph 5.1.7, the total area of Category I-N lands shall never be less than one hundred and twenty-six (126) square miles without the consent of the Naskapis of Québec or exceed one hundred and twenty-six (126) square miles without the consent of Québec.

In respect to the above servitudes, and also subject to the consent of the Lieutenant-Gouverneur en conseil all public bodies, agencies and companies which now have or will have such powers defined in present or future laws of Québec will be able to establish such servitudes.

5.1.7 Expropriation by Canada

Notwithstanding the Expropriation Act of Canada, no Category IA-N lands may be expropriated by Her Majesty in Right of Canada without the prior consent of the Governor in Council.

Subject to the foregoing, nothing in the present Agreement shall be interpreted in any way as limiting the power of Canada to expropriate for public purposes.

5.1.8 Public utilities

Present and future public utilities will continue to remain the responsibility of competent authorities acting in accordance with statutes and regulations of Québec and Canada and applicable local by-laws.

5.1.9 Natural resources

5.1.9.1) Minerals and Other Subsurface Rights

In Category I-N lands, Québec remains the owner of the mineral and subsurface rights with the exception of rights already granted by Québec, as of the approval of the present Agreement.

However, no minerals or other subsurface rights can be obtained, extracted, mined or exercised from or with respect to Category I-N lands without the consent of the Naskapis of Québec and only upon payment of compensation agreed upon, for the use of rights over such lands.

The carrying out of work resulting from mineral rights granted prior to the approval of the present Agreement on lands surrounded by or adjacent to Category I-N lands shall be as dealt with in subparagraph 5.1.5.3 as on other Category III lands. For the purposes contemplated by Division XXII of the Québec Mining Act, the holders of such rights requiring the use of adjacent Category I-N lands may use the adjacent of surrounding Category I-N lands to the extent necessary to exercise their

rights, subject to the provisions of subparagraph 5.1.5.3. Such works may include mining operations, subject to the provisions mentioned in that subparagraph.

Any future exploration or exploitation of minerals within Category I-N lands, other than the exploration or exploitation under rights existing prior to the approval of the present Agreement including the right to explore and mine extension of mineralization around the lands subject to such existing rights and subject to the provisions referred to in subparagraph 5.1.5.3, shall only be permitted with the consent of the Naskapis of Québec. Moreover, specific authorization from Québec according to conditions specified in Québec mining laws and regulations, shall be required before any mining rights may be acquired.

5.1.9.2) Substances Ceded to the Naskapis of Québec

Deposits of steatite (soapstone) or other similar material used for traditional arts and crafts will belong to the Naskapis of Québec.

5.1.9.3) Gravel and Other Similar Materials

Permits must be obtained by the Naskapi community from the ministère des Richesses naturelles du Québec for the use of gravel and other similar material generally used for earthworks for personal and community use. However, the ministère des Richesses naturelles du Québec may not withhold such permits provided all the regulations are observed, and the duties provided for under any applicable Québec legislation shall not be collected.

The taking or use of such gravel shall also be subject to the environmental and social protection regime contemplated in the present Agreement in respect to Category I-N lands.

5.1.9.4) Forests

The Naskapis of Québec will have the right to use the forest for personal and community needs within Category I-N lands.

The Naskapis of Québec will likewise have the exclusive right to the commercial exploitation of forest resources within Category I-N lands by themselves or by third parties acting with their consent. However, in such case, the Naskapi community will have to obtain cutting rights or permits from the ministère des Terres et Forêts du Québec, but the said ministère shall not withhold its consent to such permit, provided that such commercial cutting is in keeping with the development and marketing plan accepted by the said ministère. In the event of such commercial exploitation, the said community will not be obliged to pay stumpage dues to Québec but operations must respect Québec standards.

Subject to such permit and the requirements hereinabove stated, such resources shall be governed by the laws applicable to Category I-N lands. The general regime for forest protection, including the cost entailed, will be applicable.

5.1.10 Residence

Notwithstanding any other provision of the present Agreement, and whether or not the Indian Act applies, all persons eligible pursuant to the provisions of section 3 have the right to reside on Category IA-N lands.

Subject to the provisions of subsection 20.25A, non-Native people presently residing on the lands which may become Category I-N lands shall have the right to remain until the expiration of their rights of occupancy or residency on such lands, and shall be subject to the general by-laws and regulations of the Naskapi local authority. Subject to the foregoing, non-Native people will not be allowed to reside on Category I-N lands except in accordance with the by-laws and regulations established by the Naskapi local authority. However, such by-laws and regulations must permit non-Native people to reside on said lands for purposes allowed by the Naskapis local authority, for purposes of administrative or public service duties or scientific research, provided such activities do not entail an influx of substantial numbers of people likely to alter in an appreciable way the demographic makeup of the Naskapi community contemplated by section 20.

In particular, non-Naskapis married to Naskapis and their immediate families in the first degree, shall have the right to reside on Category I-N lands.

5.1.11 Access

The general public will have access to all roads, arteries, airports, bridges, public sea-plane bases, wharves, rivers and principal lakes and public buildings and lands used for public purposes.

The following persons shall also be permitted access to Category I-N lands:

- persons authorized to reside on Category I-N lands;

- persons authorized to exercise a public function or engaged in technical surveys, the construction or operation of a public work or public utility;

- owners of mineral rights and persons engaged in the exercise thereof;

- such other persons as may be authorized by the Naskapi local authority.

Subject to the foregoing, only the Naskapis of Québec shall have access to Category I-N lands and the Naskapi local authority shall have by-law power to regulate access provided that any such by-law shall not negate or unreasonably restrict the right to access.

5.1.12 Taxation

Vacant Category IB-N lands held by the private landholding corporation contemplated by paragraph 5.1.3 shall not be subject to realty, water, business or school taxes.

5.1.13 Restrictions on transfer

No Category I-N lands may be sold or otherwise ceded except to the Crown in Right of Québec. However, in accordance with the terms of the present Agreement, the Naskapi local authority for Category IA-N lands in the case of Category IA-N lands and the landholding corporation mentioned in paragraph 5.1.3 in the case of Category IB-N lands may grant to any person, including non-Natives, servitudes, usufructs, other rights of use and occupation and leases respecting such lands, provided that where lands are leased or real rights granted to non-Natives for a period exceeding five (5) years, including any renewal thereof, the leasehold interest or real rights granted shall be, as of the date of

the lease or grant, subject to all laws and regulations of Québec as if the lands over which the said leasehold interest or real rights are granted were Category IB-N lands.

Notwithstanding the immediately preceding paragraph, no watercourses or lakes, or rights therein in Category IB-N lands may be granted by the landholding corporation mentioned in paragraph 5.1.3 to persons other than Naskapis.

In the event that the Naskapi band occupying Category IA-N lands becomes extinct, Canada shall revest in Québec all the rights and interests transferred to it under the present Agreement in Category IA-N lands occupied by the band prior to its becoming extinct.

5.2 Category II-N lands

5.2.1 Definition

Category II-N lands, will comprise sixteen hundred (1,600) square miles north of the 55th parallel of latitude where the Naskapis of Québec shall have the exclusive right of hunting, fishing and trapping and the rights established in their favour under the Hunting, Fishing and Trapping Regime referred to in paragraph 15.2.1. Other uses of Category II-N lands for purposes other than hunting, fishing and trapping shall be subject to the provisions set forth hereafter. The Category II-N lands are shown on the map attached as schedule 5 to section 4 and are described in section 4.

Québec jurisdiction shall continue over Category II-N lands.

5.2.2 Third party interests

The lands already ceded to third parties in ownership prior to the approval of the present Agreement shall be excluded from Category II-N lands.

Moreover, lands within the area of the said Category II-N lands which are subject to rights already ceded to third parties prior to the approval of the present Agreement by way of lease or occupation permits or lands which are the object of mining claims, development licenses, exploration permits, mining concessions and mining leases shall be Category III lands. At such time as the said rights revert to the Crown such lands shall become Category II-N lands.

Moreover, existing roads, landing strips, airport installations, sea-plane bases and maritime structures shall be Category III lands, and, as such, shall be excluded from the administrative regime applicable to Category II-N lands.

5.2.3 Development

Category II-N lands may be appropriated by Québec for development purposes, provided such lands are replaced or, if the Naskapi local authority for Category IB-N lands wishes, and an agreement can be reached thereon, the said local authority is compensated. Unless such activities are directly related to pre-development, the rights of, or the exercise thereof by, persons other than Naskapis in respect to their lawful activities, shall be controlled by Québec through appropriate legislation or regulations and reasonable enforcement machinery if they interfere or could reasonably be expected to interfere with the rights granted to the Naskapis of Québec in virtue of the Hunting, Fishing and Trapping Regime referred to in paragraph 15.2.1.

For the purposes of the present Agreement in respect to Category II-N lands, "development" shall be defined as any act or deed which precludes hunting, fishing and trapping activities by the Naskapis of Québec, except for pre-development; and "pre-development" shall be defined as any act or deed of an exploratory nature exercised during a limited time in view of researching information to decide if development will take place or not.

In the case of development, should the Naskapi local authority for Category IB-N lands choose replacement of lands, it shall indicate its preference to Québec as soon as the decision to proceed with the development is taken and communicated.

If there is no agreement in respect to the choice of replacement lands, Québec shall then propose to the Naskapi local authority for Category IB-N lands, taking into consideration the said Naskapi local authority's preference, an area with similar characteristics, insofar as is possible, to Category II-N lands and contiguous to the Category II-N lands. Such area proposed as replacement shall be double the size of the land to be replaced. The said Naskapi local authority shall then choose from this area a piece of land contiguous to the Category II-N lands and equal in size to the lands effectively taken away for the purposes of such development as full compensation for the lands taken away. Compensation may also be made by money payments mutually agreed upon.

This procedure will precede the taking of lands for development or any construction related thereto. However, a time limit of one hundred and twenty (120) days shall be allowed for this procedure, provided that the taking of the lands for the development or any construction related to such development may proceed after sixty (60) days.

Such development shall be subject to the applicable environmental and social protection regime.

5.2.4 Public servitudes

Notwithstanding the above definition of "development", all public servitudes may be established on Category II-N lands without payment of indemnity.

5.2.5 Natural resources

5.2.5.1) Mineral and Other Subsurface Rights

Mineral exploration and technical surveys do not constitute development as defined herein and may be carried out without replacement of lands and without payment of indemnity, but subject to the provisions of the applicable environmental and social protection regime. Moreover, such mineral exploration and technical surveys must be carried out so as to avoid unreasonable conflict with wildlife harvesting activities.

5.2.5.2) Use of Soapstone

The right to use soapstone for traditional arts and crafts purposes may be acquired by the Naskapis of Québec through the Naskapi local authority for Category IB-N lands by way of a permit from the ministère des Richesses naturelles du Québec. Such permit may not be unreasonably withheld. This special permit will be provided for under the Mining Act and will give the right to use this mineral substance only for the use of traditional arts and crafts purposes.

The lands in question will have to be marked in the field by the Naskapis of Québec by using a method analogous to the one used for claim staking. The area will have to be restricted to the outcrops easily accessible to the Naskapis of Québec. Furthermore, the right to the soapstone will always be subordinated to the rights to other mineral substances, in such a way that it will not prevent possible mining developments on that land.

5.2.5.3) Forests

Forest operations are compatible with hunting, fishing and trapping activities.

Commercial cutting programs in Category II-N lands will be defined according to management plans elaborated by the ministère des Terres et Forêts du Québec, which shall take into consideration hunting, fishing and trapping activities.

Operations must respect Québec standards and the general regime for forest protection will be applicable.

5.2.6 Access

Subject to the rights of the Naskapis of Québec under the Hunting, Fishing and Trapping Regime referred to in paragraph 15.2.1, persons exercising a right compatible with such rights of the Naskapis of Québec as well as persons exercising some duty imposed by law shall have access to Category II-N lands and may remain thereon, and erect constructions thereon, subject to the general restrictions of law and the provisions imposed by this section and subject to the following additional restrictions:

5.2.6.1) Tourism and Recreation

Persons other than Naskapis will not be allowed to hunt, fish or trap on Category II-N lands except with the consent of the Naskapi local authority for Category IB-N lands and subject to the rights of persons other than Naskapis as set forth in section 15.

5.2.6.2) Exploration, Pre-development Activities, Scientific Studies and Administrative Purposes

Persons wishing to carry out such works shall be required to obtain an authorization for same from Québec. Such a request for authorization shall have to include the following information: objective, nature, importance of the work to be effected, duration and a description of the installations involved.

In case such authorization is granted, the Naskapi local authority for Category IB-N lands shall be advised of the information so given to Québec, as soon as is reasonably possible.

However, works which do not involve substantial operations in the field, such as geoscientific works and mining exploration of the type provided for by la Loi des mines du Québec will not be subject to the presentation of the information nor the obtaining of the authorization mentioned above.

Nonetheless, such works shall be carried out in such a manner as to avoid unreasonable conflict with the rights of the Naskapis of Québec under the Hunting, Fishing and Trapping Regime referred to in paragraph 15.2.1.

5.3 Category III lands

5.3.1 General access to Category III lands will be in accordance with legislation and regulations of Québec concerning public lands, and the Naskapis of Québec acknowledge this.

The regime for the use of soapstone in Category III lands shall be that applicable, *mutatis mutandis*, to Category II-N lands.

5.4 Wood rights for the Naskapis on Category II-N lands or on Category III lands

5.4.1 Québec will consider proposals for wood rights submitted by the Naskapis of Québec which would have the effect of creating employment for them and other residents of the Naskapi Sector defined in paragraph 15.1.21 and which are in accordance with the planning of the ministère des Terres et Forêts du Québec.

5.4.2 The Naskapis of Québec shall pay stumpage dues for commercial utilization of such wood rights on Category II-N lands or on Category III lands in the said Naskapi Sector.

5.4.3 Specific arrangements for the operation contemplated shall be discussed and agreed upon with the ministère des Terres et Forêts du Québec. However, the Naskapis shall be liable for the payment of costs incurred under the general regime for forest protection.

5.5 Development

5.5.1 The right to develop referred to or provided for in the present subsection is subject to the provisions of the James Bay and Northern Québec Agreement, as amended from time to time.

5.5.2 Québec, Canada and the Naskapis of Québec acknowledge that notwithstanding anything else contained in the present Agreement, subject to all applicable laws and regulations, Québec, la Société d'énergie de la Baie James, la Commission hydroélectrique de Québec (Hydro-Québec) and la Société de développement de la Baie James and their nominees and such other persons acting lawfully shall have the right to develop the lands and resources in Category III lands. Furthermore for the purpose of development, Québec has the right to take Category II-N lands subject to the replacement or compensation as specified in this section and such Category II-N lands shall then become Category III lands.

More particularly, the rights and guarantees given to the Naskapis of Québec by and in accordance with the Hunting, Fishing and Trapping Regime referred to in paragraph 15.2.1 shall be subject to the right to develop Category II-N lands and Category III lands on the part of Québec, la Commission hydroélectrique de Québec (Hydro-Québec), la Société d'énergie de la Baie James and la Société de développement de la Baie James and their nominees and such other persons as may be lawfully authorized.

However, the developers shall be submitted to the applicable Environmental Regime which takes into account the Hunting, Fishing and Trapping Regime referred to in paragraph 15.2.1.

5.5.3 Québec, Canada and the Naskapis of Québec recognize that subject to laws and regulations of general application except as hereinafter provided for in paragraph 5.5.4, Québec, la Société d'énergie de la Baie James, la Commission hydroélectrique de Québec (Hydro-Québec) and all public bodies,

agencies and corporations authorized by law may modify or regulate the flow of rivers of Category II-N lands and Category III lands even if such rivers are flowing through or adjacent to Category I-N lands or have downstream effect on the part of such rivers included within Category I-N lands, subject to the following provisions:

5.5.3.1) the flow regime shall not be modified in such a way as to increase the water level above the highest previously recorded water level of the river;

5.5.3.2) for the purposes of establishing or exercising the servitudes contemplated by paragraph 5.1.6, the water level may be raised above the highest recorded level subject to the provisions of this section;

5.5.3.3) if shore facilities or other installations or rights in connection therewith are affected by the change of water level, Québec, la Société d'énergie de la Baie James, la Commission hydroélectrique de Québec (Hydro-Québec) or the public bodies, agencies or corporations shall be liable for damages to such facilities, installations or rights in connection therewith.

5.5.4 Québec, Canada and the Naskapis of Québec acknowledge that Québec, la Société d'énergie de la Baie James, la Commission hydroélectrique de Québec (Hydro-Québec) and the said public bodies, agencies and corporations shall not be required to expropriate lands needed for the purposes contemplated in paragraph 5.5.3 nor to obtain any consent otherwise required for the utilization of such lands for the above purposes.

5.6 Legislation

This section can be amended only with the consent of Canada and the Naskapi Native party, in matters within the jurisdiction of Canada, and with de consent of Québec and the Naskapi Native party in matters within the jurisdiction of Québec, with the exception of subparagraph 5.1.6.4 A which in addition shall require the consent of the Inuit Native party, and with the further exceptions of subsections 5.3 and 5.5 which in addition shall require the consent of the Cree Native party and the Inuit Native party.

Legislation enacted to give effect to this section may be amended from time to time by l'Assemblée nationale in matters within the jurisdiction of Québec and by Parliament in matters within the jurisdiction of Canada.

SECTION 6

Technical Aspects

6.1 Project description

6.1.1 Definitions

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

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

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

6.1.2 Le Complexe La Grande (1975)

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

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

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

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

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

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

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

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

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

6.2.1 Caniapiscau-Koksoak joint study group

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

6.2.1.1) Membership

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

6.2.1.2) Special provisions

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

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

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

6.2.2 Employment

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

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

6.3 Clearing of the Caniapiscau Reservoir

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

6.4 Water spilling in the Caniapiscau River

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

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

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

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

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

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

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

6.6 Fortuitous event

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

6.7 Release

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

6.8 Application of laws of Canada

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

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

6.9 Amendments

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

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

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

SECTION 7

Local Government over Category IA-N Lands

7.1 Subject to all other provisions of the present Agreement, Canada agrees to recommend to Parliament suitable legislation or, where authorized by legislation, adopt suitable orders-in-council or regulations concerning local government for the Naskapis of Québec on Category IA-N lands.

Such legislative measures shall include provisions:

7.1.1 for the incorporation of the Naskapi band and the extension of the corporate membership to include all Naskapis of Québec eligible to benefit under the present Agreement;

7.1.2 for the establishment of a band council and, subject to the provisions of subsection 20.28, provisions for its election and term of office as well as the filling of vacancies and contestation of elections; there shall also be provisions that the powers of the incorporated band shall be exercised through the band council and that the band shall have the option of electing or appointing its chief and councilors according to band custom, which shall apply to the extent that it is compatible with the corporate structure of the band. Such band customs shall be set out in the by-laws of the band and such by-laws shall be subject to the approval of the Minister of Indian Affairs and Northern Development;

7.1.3 for powers of the band council, which shall include these powers under the existing sections 28 (2), 81 and 83 of the Indian Act and all or most of the powers exercised by the Governor-in-Council under section 73 of the Indian Act as well as certain non-governmental powers;

7.1.4 for powers of taxation for community purposes, in such manner and to such extent as may be agreed upon;

7.1.5 establishing the right of use of the individual Naskapi in a given plot of land, limiting the rights of the individual to the use of one lot for residential purposes;

governing the allotment of additional land for non-residential purposes;

governing the right to take land for community purposes and the right to compensation for improvements where land is taken for community purposes;

7.1.6 for the regulation and licensing of business activities, trades, occupations, merchants and work on Category IA-N lands;

7.1.7 for tax exemptions which shall be the same as those provided by the Indian Act or other acts of Canada applying from time to time to Indians registered under the Indian Act, which shall apply to Indians registered under the Indian Act who reside on Category IA-N lands;

7.1.8 for exempting from seizure Category IA-N lands and Naskapi property thereon, similar to those extended to other Indians as provided for in the Indian Act, unless otherwise agreed upon with respect to said Naskapi property;

7.1.9 governing residence on Category IA-N lands;

7.1.10 governing access to Category IA-N lands;

7.1.11 governing the granting by the band of leases, of servitudes, of usufructs and other rights of use and occupation on Category IA-N lands to any persons whatsoever;

7.1.12 relating to public works by the band;

7.1.13 for defined powers relating to land use and environmental and social protection;

7.1.14 for powers of the band council relating to the protection and use of natural resources consistent with and subject to applicable laws and regulations and in conformity with the terms of the present Agreement;

7.1.15 for the general powers of the Minister of Indian Affairs and Northern Development to supervise the administration of Category IA-N lands;

7.1.16 for such other powers as may be incidental or ancillary, or both, to the exercise of local government or to the implementation of the present Agreement.

7.2 Discussions shall take place forthwith upon the execution of the present Agreement between Canada and the council of the Naskapi band to determine, in accordance with paragraphs 7.1.1 to 7.1.16 inclusive, the terms of the legislative measures contemplated by this section to be so taken. Until such measures are implemented, the Indian Act shall apply to such lands, subject to all other provisions of the present Agreement.

7.3 This section can be amended only with the consent of Canada and the Naskapi Native party.

SECTION 8

Naskapi Local Authority over Category IB-N Lands

8.1 The Category IB-N lands shall be constituted as a municipality. The Naskapis of Québec shall be incorporated as a municipal corporation that shall exercise the jurisdiction conferred upon it pursuant to the present section over the Category IB-N lands.

8.2 The municipal corporation shall be represented on the council of the Kativik Regional Government, established pursuant to Section 13 of the James Bay and Northern Québec Agreement, by the mayor of the municipal corporation, who shall be a regional councilor within the meaning of said Section 13.

8.3 The council of the municipal corporation shall be composed of the persons in office as members of the council of the corporation having jurisdiction over Category IA-N lands.

However, if any such person is not resident on Category I-N lands, such a person cannot be a member of the council of the municipal corporation. If a member of the council of the municipal corporation ceases, during the term of his mandate, to be resident on Category I-N lands, he shall retain his office until the expiration of such term.

If a vacancy should occur in the council of the municipal corporation, the remaining members of the council shall fill such vacancy by appointing to the council a person resident on Category I-N lands.

8.4 The language of communication of the municipal corporation shall be in accordance with the laws of general application in Québec. In addition, every person may address the municipal corporation in Naskapi and the municipal corporation shall ensure that such person can obtain available services from and can communicate with it in Naskapi.

8.4.1 In the sittings of the council of the municipal corporation, whoever has a right to be heard may use Naskapi at his option.

8.4.2 The council of the municipal corporation shall have the right to make copies of its books, records, notices and proceedings or extracts thereof, of the said corporation, in Naskapi.

SECTION 9

Transitional Measures

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

9.1.1 section 3;

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

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

9.1.4 section 4;

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

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

9.1.7 section 6;

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

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

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

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

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

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

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

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

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

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

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

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

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

9.1.18 subsection 16.2 upon the present Agreement coming into force;

9.1.19 subsections 16.4 and 16.5;

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

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

9.1.22 section 18;

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

9.1.24 section 20, except for subsection 20.28.

SECTION 10

Health and Social Services

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

" Act " means An Act respecting health services and social services (R.S.Q., ch. S-4.2), as amended from time to time;

" board of directors " or " board " means the board of directors of the Institution;

" Department " means the Québec ministry charged with responsibility with respect to health and social services;

" health services " and " social services " have the same meaning that they have in the Act;

" local commissioner " and " regional commissioner " have the same meaning as in the Act;

" Naskapi Nation " means the corporation constituted by Section 14.(1) of the Cree-Naskapi (of Quebec) Act (R.S.C., c. C-45.7), the official name of which is, in English, " Naskapi Nation of Kawawachikamach ";

" Institution " means the CLSC Naskapi established by Letters Patent issued on 15 February, 2001, under the Act, whose head office is situated inn the territory constituted by the Category IA-N lands of which the administration, management and control were transferred by Order in Council No. 92-92 of 29 January 1992 for the exclusive use and benefit of the Naskapi Band of Quebec, now called the Naskapi Nation of Kawawachikamach;

" Naskapi elector " means a Naskapi who is eighteen years of age or older and not declared mentally incapable under the laws of Québec;

" Regional Board " means the Régie régionale de la santé et des services sociaux de la Côte-Nord or its successor.

NQA, s. 10.1
Compl. A. no. 2, s. 1

10.2 The laws of general application respecting health and social services shall apply to Naskapis residing in the Territory. Nevertheless, when such laws are inconsistent with the provisions of this section, the provisions of the present section shall prevail.

NQA, s. 10.2
Compl. A. no. 2, s. 1

10.3 Québec shall, with the appropriate resources, be responsible for the delivery to the Naskapis of Québec residing in the Territory of the full range of health and social services in accordance with the provisions of this section and according to the needs of the Naskapis residing in the Territory. Such services include those services which are not normally offered to the general population of Québec, but which Canada offered to the Naskapis on January 31, 1978.

NQA, s. 10.3
Compl. A. no. 2, s. 1

10.4 The provisions of the Act shall apply in respect of the Institution subject to the special provisions contained in Schedule 4 annexed hereto. The Institution may in the future, following the issuance of supplementary letters patent, operate a residential and long-term care centre and a rehabilitation centre as well as some complementary activities forming part of the mission of a child and youth protection centre.

NQA, s. 10.4
Compl. A. no. 2, s. 1

10.5 The number of Naskapis residing in the Territory, health indicators and socio-economic indicators relating to the Nakaspis residing in the Territory shall be determining factors in evaluating the needs of the Naskapis residing in the Territory in matters of health and social services and in determining the terms and conditions upon which these services shall be delivered.

NQA, s. 10.5
Compl. A. no. 2, s. 1

10.6 The actual costs for the 2000-2001 fiscal year, in as much as they represent the full range of health and social services offered by the Centre de santé de l'Hématite to the Naskapis of Québec, and the costs relating to the start-up and operation of a new Institution shall be used for the establishment of the initial budget of the Institution. The budget of the Institution shall be modified in accordance with demographic changes in the Naskapi community, the cost of services specified in Schedule 1 and the evolution of Québec programs offered to the general population.

The budget of the Institution shall also include funds to ensure the delivery of services which are not normally offered to the general population of Québec, but which Canada offered on January 31, 1978 to the Naskapis, such services being described in paragraph 2 of Schedule 1 hereto.

NQA, s. 10.6
Compl. A. no. 2, s. 1

10.7 At the beginning of each fiscal year, the institution operating a child and youth protection centre providing services to the Naskapis residing in the Territory shall inform the Institution of the funds budgeted which may be used for the social services to be delivered in conformity with this section.

The budget for such services offered to the Naskapis residing in the Territory shall be a protected budget within the global budget allocated to the institution contemplated in the first paragraph, in that it cannot be spent for purposes other than those for which it was provided.

NQA, s. 10.7
Compl. A. no. 2, s. 1

10.8 Québec undertakes to progressively encourage the training of Naskapi personnel for health and social services delivered on Category IA-N lands.

The on-the-job training, that is the responsibility of the Institution, includes the integration of employees into the workplace and upgrading. Upgrading is defined as the provision of the supplementary theoretical

and practical training required to permit an employee to adapt to practices within the field of health and social services.

NQA, s. 10.8
Compl. A. no. 2, s. 1

10.9 The list of services described in paragraph 1 of Schedule 1, the objectives of the community and public health services listed in Schedule 2 and the description of first and second-line health and social services in Schedule 3 shall be reviewed by the board every five (5) years. The recommendation of the board in that regard, which must be supported by a unanimous vote of the directors of the board of directors, shall be forwarded to the Naskapi Nation and the Department, which may by mutual consent update or modify one or more of the said Schedules.

NQA, s. 10.9
Compl. A. no. 2, s. 1

10.10 The provisions of this section can be amended only with the consent of Québec and the Naskapi Nation.

Legislation enacted to give effect to the provisions of this section may be amended from time to time by l'Assemblée nationale.

NQA, s. 10.10
Compl. A. no. 2, s. 1

10.11 *(Replaced).*

NQA, s. 10.11
Compl. A. no. 2, s. 1

10.12 *(Replaced).*

NQA, s. 10.12
Compl. A. no. 2, s. 1

10.13 *(Replaced).*

NQA, s. 10.13
Compl. A. no. 2, s. 1

10.14 *(Replaced).*

NQA, s. 10.14
Compl. A. no. 2, s. 1

10.15 *(Replaced).*

NQA, s. 10.15
Compl. A. no. 2, s. 1

10.16 *(Replaced).*

NQA, s. 10.16
Compl. A. no. 2, s. 1

10.17 *(Replaced).*

NQA, s. 10.17
Compl. A. no. 2, s. 1

10.18 *(Replaced).*

NQA, s. 10.18
Compl. A. no. 2, s. 1

10.19 *(Replaced).*

NQA, s. 10.19
Compl. A. no. 2, s. 1

10.20 *(Replaced).*

NQA, s. 10.20
Compl. A. no. 2, s. 1

10.21 *(Replaced).*

NQA, s. 10.21
Compl. A. no. 2, s. 1

Annex 1

Nature of Services	Responsible Department or Facility
1. Public health and community services the main objectives of which are set forth in Schedule 2	Department of National Health and Welfare (Canada)
1.1 maternal and child health	
1.2 school health	
1.3 infectious diseases control	
1.4 dental health	
1.5 mental health	
1.6 chronic diseases and geriatrics	

1.7 alcohol and drug abuse	
1.8 nutrition	
1.9 health education	
1.10 accident prevention	
2. Other Services *	
2.1 dental care for non-insured services	Department of National Health and Welfare (Canada)
2.2 drugs and medical supplies	
2.3 hospitalization for non-insured services	
2.4 prosthetics (including glasses and dentures) for non-insured services	
2.5 escort and patient transportation on approval of the physician or the nurse	
2.6 custodial and institutional care (medical cases not covered by the government of Quebec)	
2.7 clothing for long term patients in hospitals or foster homes	
3. Treatment Services	
3.1 obstetrical clinic	
3.2 all other hospital services normally covered by Quebec Hospital Insurance	Schefferville Hospital
3.3 medical services covered by the Régie de l'Assurance-maladie du Québec (R.A.M.Q.)	Hospital Center outpatient departments and physicians' private consulting offices
4. Social Services	

4.1 First line: - utilitary social services - auxiliary social services - restorative social services	The Department of Indian Affairs and Northern Development and the Social Service Center concerned
4.2 second line: - specialized services	

* According to the criteria of Canada, which are as follows:

the patient or applicant must be listed on a register for an Indian Reserve, which list has been approved by the Registrar of Indian Affairs in Ottawa.

the patient or applicant must be considered indigent, that is, he must be judged to be reasonably incapable, after an evaluation, of being able to afford to pay for the required services without the financial assistance sought, or so isolated that the costs of transportation associated with procuring necessary treatment would place such care beyond normal economic means.

in such a case, the services shall be offered completely without charge or partially without charge, according to the extent of indigency of the patient or of the applicant.

for the costs to be incurred, the patient or the applicant cannot be considered an indigent as hereinabove defined if the costs can be recovered from an agency of Québec, the Department of Veterans Affairs, the Workmen's Compensation Board, an insurance or otherwise.

when the patient or applicant has established residence away from a Reserve (within the meaning of the Indian Act) for a period long enough to qualify him for assistance from a provincial, municipal or any other organization, he generally ceases to be eligible for assistance to cover Medical Services.

Annex 2

Main objectives of community and public health services listed in Schedule 1

Programs		Main Objectives
1.	Maternal and child health	to improve maternal and child health by reducing maternal morbidity and mortality in the peri-natal period as well as infant morbidity and mortality. To promote and improve the physical and mental state of health of pre-schoolers
2.	School health	to improve and maintain the physical and mental health of the school population
3.	Infectious disease control	to reduce the incidence of infectious diseases
4.	Dental health	to improve the dental health of the Indian population by providing or arranging for the dental services necessary to prevent dental diseases and maintain oral health
5.	Mental health	to promote the mental health of the entire community and of the individuals therein
6.	Chronic diseases and geriatrics	to provide maximal conditions for the chronically ill and the elderly to function to the extent of their autonomy
7.	Alcohol and drug abuse	to stimulate the population's awareness of the problems associated with alcohol and drug abuse
8.	Nutrition	to inform the population of the importance of good nutrition
9.	Health education	to encourage personal hygiene and activities which will improve the population's physical, psychological and social welfare
10.	Accident prevention	to provide general information on accident prevention for the benefit of the entire population

Annex 3

1. For the purposes of the present Agreement, the first line health and social services shall include:

- the daily services of a clinical or public health nurse, who shall not necessarily be hired on a full time basis or be expected to take up permanent residence;

- the regular first line services of a social service agent, to be provided locally, but not necessarily on a full-time basis;

- whenever necessary, the services of a general practitioner.

2. The second line services shall include:

- whenever necessary, the services of a social worker;

- whenever necessary, the services of medical specialists and dentists;

- specialized or nonspecialized hospital services.

Annex 4

Special Provisions applicable to the Institution

1. The Institution shall serve all persons who have the right of access to Category IA-N lands. The Institution may, with the consent of the council of the Naskapi Nation, enter into an agreement with the Regional Board to offer services to a population other than the population the Institution has the mission to serve.

2. The board of directors shall be composed of the following persons, who shall be members of the board as and when they are elected or appointed :

(1) three persons, who are qualified Naskapi electors, elected by and from among the members of the Naskapi Nation. Of the persons elected, at least one shall be a female person, at least one shall be a male person and at least one shall be 50 years of age or over;

(2) a person elected by and from among the persons employed by the Institution;

(3) a member of the council of the Naskapi Nation, appointed by the council of the Naskapi Nation;

(4) a member of the Naskapi Education Committee referred to in section 11.5 of the present Agreement, or its successor, appointed by the Naskapi Education Committee or its successor;

(5) the Executive Director of the Institution.

No Naskapi whose domicile is situated within the limits of the Matimekosh Reserve, as defined in Order-in-Council No. 2718 dated August 21, 1968, may be elected under subparagraph 2.(1).

Notwithstanding the foregoing, the founding members of the board of directors shall be named in the letters patent of the Institution. Before requesting the issuance of said letters patent, the Minister shall ask the council of the Naskapi Nation to recommend the names of suitable candidates. The Minister shall also obtain such a recommendation if the issuance of supplementary letters patent is necessary to replace a member.

3. The rules governing the election and appointment of members referred to in subparagraphs 2.(1), 2.(3) and 2.(4) shall be determined by by-law adopted by the council of the Naskapi Nation and must be submitted to the Regional Board for approval.

The procedure governing the election of persons referred to in subparagraph 2.(2) is determined by a Regional Board by-law.

Elections or appointments shall take place on the date fixed by the Regional Board. Before fixing the date, the Regional Board must consult the council of the Naskapi Nation.

4. Any vacancy on the board of directors shall be filled, for the unexpired portion of the term of office of the member whose seat has become vacant, as follows :

(1) in the case of a member whose office becomes vacant 18 months or less after the election or appointment of the member, the vacancy shall be filled in accordance with the rules governing the election or appointment of the member. The board shall inform the Regional Board of the election or appointment.

(2) in the case of a member shoes seat becomes vacant more than 18 months after the election or appointment of the member, the members of the board of directors remaining in office shall fill the vacancy by resolution. The person thus appointed shall have the qualifications required to be a member of the board of directors in the same capacity as the member replaced. The board of directors shall inform the Regional Board of the appointment.

If the board of directors fails to fill a vacancy within 60 days of its occurrence, the vacancy may be filled by the Regional Board after consultation with the council of the Naskapi Nation.

Any unexplained absence from a number of regular and consecutive sittings of the board of directors determined in the rules of internal management, in the cases and circumstances provided therein, also constitutes a vacancy.

5. In addition to what is provided for in sections 34 and 60 of the Act, the complaint examination procedure enables the user to address a complaint to the Institution regarding the services the user received, ought to have received, is receiving or requires from an institution situated outside of Category IA-N lands.

Where such a complaint is filed, the local commissioner of the institution who receives the complaint must transmit it with diligence to the local commissioner of the institution concerned or, as the case may be, the regional commissioner of the regional board concerned, who shall then examine the complaint and communicate with the local commissioner of the Institution, who shall in turn inform the user with diligence of the action taken following the user’s complaint.

If a complaint concerning an institution situated outside Category IA-N lands is filed directly with the local commissioner of such institution or, as the case may be, the regional commissioner of the regional board concerned, the complaint shall be examined by that local or regional commissioner, who shall inform the local commissioner of the Institution. Any information relating to the follow-up of the complaint shall be communicated to the local commissioner of the Institution, who shall communicate the information to the user with diligence.

6. Where the Regional Board or the Health Services Ombudsman referred to in an Act respecting the Health and Social Services Ombudsman and amending various legislative provisions (S.Q. 2001, ch. 43) examines the complaint of a Naskapi whose domicile is situated on Category IA-N lands, the Regional Board or the Health Services Ombudsman must be assisted by a Naskapi appointed by the Government of Québec on the recommendation of the council of the Naskapi Nation. The Government of Québec shall fix the salary or fees and the other conditions of employment of the latter Naskapi.

Any report transmitted to the Regional Board by the Institution, pursuant to section 76.10 of the Act, must also be transmitted to the council of the Naskapi Nation.

7. Before establishing priorities and orientations for the Institution prescribed by section 171 of the Act or adopting a code of ethics prescribed by section 233, the Institution must seek the advice of the council of the Naskapi Nation.

8. The performance by the Institution of acts described in sections 260, 262, 263, 268 and 271 of the Act and for which an authorization is required is subject to the additional obligation to seek the advice of the council of the Naskapi Nation. The same applies to acts described in subparagraphs (1) to (4) of the first paragraph of section 265.

9. Section 266 of the Act does not apply to the Institution.

10. The Institution must transmit to the council of the Naskapi Nation a copy of all documents or information furnished to the Regional Board pursuant to section 272 of the Act and allow the council to verify the accuracy of the said documents or information.

11. The Institution must, at the request of the council of the Naskapi Nation, supply it with any information concerning the use made of assistance obtained under section 272 of the Act.

12. The Institution must, within the time prescribed by section 278 of the Act, transmit to the council of the Naskapi Nation a copy of the report described in the said section. In addition to the information provided for in section 278, the report must contain any information required by the council of the Naskapi Nation.

13. The Institution must, at the request of the council of the Naskapi Nation, supply it with a copy of statements, statistical data, reports and other information furnished to the Regional Board, pursuant to section 279 of the Act.

14. The Institution must seek the advice of the council of the Naskapi Nation before submitting to the Regional Board, where required, the budget balancing plan referred to in the third paragraph of section 286 of the Act.

15. The Institution must transmit to the council of the Naskapi Nation a copy of any report transmitted to the Regional Board pursuant to section 288 of the Act within the same time.

16. Before appointing an auditor in accordance with section 290 of the Act or, where applicable, filling a vacancy in accordance with section 291 of the board of directors must seek the advice of the council of the Naskapi Nation.

17. A copy of the auditor’s report must be submitted to the council of the Naskapi Nation at the same time as it is submitted to the board of directors under section 294 of the Act.

18. A copy of the annual financial report of the Institution prepared in accordance with section 295 of the Act must be transmitted to the council of the Naskapi Nation, within the time provided for in the said section. The Institution must also furnish to the council of the Naskapi Nation any information it requires in respect of the report.

19. The Institution must seek the advice of the council of the Naskapi Nation before requesting the authorization provided for in the second paragraph of section 296 of the Act.

20. Any information concerning the financial position of the Institution must be furnished to the council of the Naskapi Nation at the same time as it is furnished pursuant to section 297 of the Act.

21. The constituting instrument of the Institution may not be granted, amended, revoked, abandoned or cancelled without the consent of the council of the Naskapi Nation and in conformity with the Act.

22. The Institution may not be amalgamated without the consent of the council of the Naskapi Nation.

23. The institution may not, without the consent of the council of the Naskapi Nation, integrate the whole of its property, rights and obligations with those of another institution.

24. Where a community organization carries on activities on Category IA-N lands, the report of activities and the financial statement provided for in section 338 of the Act must be transmitted within the same time to the council of the Naskapi Nation.

Compl. A. no. 2, s. 2 (sch. 4)

SECTION 11

Education

11.1 Education services for the Naskapis of Québec shall be assured by the establishment of a school (hereinafter referred to as the "Naskapi school"), to serve the needs of the Naskapis of Québec residing on Category IA-N lands in the manner provided in this section.

With respect to children residing on Category IA-N lands who are not Naskapis of Québec, le ministre de l'Éducation du Québec shall take appropriate measures to provide education for them in the Naskapi school or in another school.

11.2 The general administration of the Naskapi school shall be carried out by la Commission scolaire régionale Eastern Québec (hereinafter referred to as the "Regional School Board").

11.3 Québec may, at any time, by order-in-council, designate another school board to assume, with respect to the Naskapi school, the responsibilities assigned by this section to the Regional School Board.

11.4 The Education Act (R.S.Q. 1964, c. 235) and its regulations and all other applicable Québec laws and regulations of general application, as amended from time to time, shall apply to the Naskapis of Québec, save where these laws and regulations are inconsistent with this section, in which event the provisions of this section shall prevail.

11.5 Upon the Naskapis of Québec establishing their permanent residence on Category IA-N lands pursuant to section 20, a Naskapi Education Committee shall be established (hereinafter referred to as the "Committee").

11.5.1 The Committee shall be composed of five (5) members, of whom four (4) shall be elected, and of whom one (1) shall be appointed by the Naskapi Native party.

11.5.2 The qualifications for being eligible to vote for and to hold office as a member of the Committee shall be:

11.5.2.1) to be a resident of the Naskapi community recognized by Québec pursuant to section 20;

11.5.2.2) to be 18 years of age, or over;

11.5.2.3) not to be affected by legal incapacity;

11.5.2.4) to be eligible pursuant to section 3.

11.5.3 The members of the Committee shall be elected or appointed, as the case may be, for a term of two (2) years. Two (2) of the first members elected or appointed shall serve for one (1) year with the first Committee members having such abbreviated terms of office being chosen by the drawing of lots at the first meeting of the Committee.

11.5.4 If, during his term of office, the member of the Committee appointed by the Naskapi Native party dies, becomes incapacitated, resigns or loses any of the qualifications for office specified in paragraph 11.5.2, the Naskapi Native party will appoint a successor for the unexpired portion of the term of office.

11.5.5 If, during his term of office an elected member dies, becomes incapacitated, resigns or loses any of the qualifications for office specified in paragraph 11.5.2, the remaining members of the Committee shall, within sixty (60) days, appoint a successor for the unexpired portion of the term of office, failing which le ministre de l'Éducation du Québec may effect said appointment.

11.5.6 The election of members to the Committee shall be in accordance with the customs and usages of the Naskapis of Québec and shall be supervised by the Naskapi Native party. The Naskapi Native party shall determine the date for the first election.

11.6 Upon the approval of the present Agreement, the Naskapi Native party shall appoint five (5) Naskapis to a provisional Naskapi Education Committee (hereinafter referred to as the "provisional committee"). The Naskapi Native party may from time to time replace any such appointee. The provisional committee shall cease to exist when the Naskapis of Québec have established their permanent residence on Category IA-N lands. For the purposes of this section, the provisional committee shall have the following duties and exercise the following powers, subject to budgetary restrictions:

11.6.1 to appoint a provisional Naskapi Education Coordinator who shall act as secretary to the provisional committee and as liaison officer between the provisional committee and the educational institutions involved in the education of Naskapis, and who shall fulfil such other duties as may be assigned to him by the provisional committee, particularly with regard to the preparation for implementing the provisions of this section. The salary of the provisional Naskapi Education Coordinator shall be in accordance with the administrative and salary policy of le ministère de l'Éducation du Québec. The salary of the provisional Naskapi Education Coordinator and his expenses approved by le ministère de l'Éducation du Québec shall be provided by Québec and shall be borne by Canada and Québec in the proportions indicated in subsection 11.24;

11.6.2 to collaborate with le ministre de l'Éducation du Québec as provided in subsection 11.11.

11.7 The Committee shall appoint, subject to approval as to professional qualifications by le ministre de l'Éducation du Québec, a Naskapi Education Coordinator.

11.7.1 The Naskapi Education Coordinator shall be the Principal of the Naskapi school.

11.7.2 The Naskapi Education Coordinator shall be Secretary and Administrative Officer of the Committee and as such shall be responsible to the Committee, implement the plans and policies of the Committee, and shall act as liaison officer for the Committee with the Regional School Board and le ministère de l'Éducation du Québec.

11.8 The Committee shall perform with respect to the Naskapi school the consultative functions assigned to school committees by the Education Act. Its chairman shall be entitled to sit on the parents' committee of the Regional School Board. In addition, the Committee shall have the following duties, and exercise the following powers, with respect to the Naskapi school, subject to budgetary restrictions:

11.8.1 to determine the school calendar of the Naskapi school, subject to the total number of school days per year required by laws and regulations;

11.8.2 to develop the content of courses designed to preserve the Naskapi language and culture;

11.8.3 to determine the number of years of secondary school instruction to be offered at the Naskapi school, provided that courses beyond the Secondary II level shall be offered only with the written approval of le ministre de l'Éducation du Québec;

11.8.4 to participate in the selection procedure and to make recommendations in regard to the engagement, re-engagement and transfer of personnel attached to the Naskapi school, including teachers, non-teaching professionals and support staff, subject to the salary policy and collective agreements in force for schools under the jurisdiction of the Regional School Board;

11.8.5 to recommend to the Regional School Board policies for the placing in other secondary schools of Naskapi students residing on Category IA-N lands, particularly with regard to the choice of schools and traveling and boarding policies for Naskapi students obliged to attend schools outside the Naskapi community contemplated by section 20;

11.8.6 to determine annually the date when the election of members of the Committee shall take place;

11.8.7 and, subject to the approval of le ministre de l'Éducation du Québec and after consultation with the Regional School Board:

11.8.7.1) to initiate projects for the development of programs, textbooks and teaching materials appropriate for the Naskapis of Québec;

11.8.7.2) to propose the introduction of new content of courses on an experimental or permanent basis;

11.8.7.3) to determine the number of teachers required in the Naskapi school;

11.8.7.4) to determine the use of standardized tests.

11.9 Subject to budgetary provisions herein provided, which shall apply with respect to all provisions of this section, the Naskapi school shall be built by the Regional School Board on a site on Category IA-N lands proposed by the Naskapi local authority and acceptable to Québec. This site shall be allocated to Québec for a nominal sum. The Naskapis shall participate in the planning of the Naskapi school and such planning, subject to the approval of le ministre de l'Éducation du Québec, shall take into account the special needs of Naskapi students, the most recent population forecast for naskapis and the provisions of this section.

11.10 The Naskapi school shall be built only after the present Agreement has come into force and after the permanent residence of the Naskapis of Québec for the purposes of the present Agreement has been determined in accordance with the provisions of section 20 and after the number of Naskapis of Québec who will reside on Category IA-N lands has been determined in a manner satisfactory to le ministre de l'Éducation du Québec.

11.11 Subject to subsection 11.24, pending the building of the Naskapi school, le ministre de l'Éducation du Québec will study with the provisional committee the provision for the Naskapis of temporary education facilities and services in Schefferville, and Québec will incur capital expenditures only for those

facilities and services that, in the opinion of the minister, will serve a useful purpose once the Naskapi school has been built.

11.12 The provisional committee shall submit recommendations for the proper organization and operation of any such temporary facilities and shall perform such functions assigned to it by le ministre de l'Éducation du Québec.

11.13 The Naskapi school shall offer programs at the kindergarten and elementary levels, and, subject to obtaining budgetary approval from le ministre de l'Éducation du Québec, such secondary education levels as may be determined by the Committee in accordance with paragraph 11.8.3, for the children of all Naskapis of Québec residing on Category IA-N lands. Pre-kindergarten programs may also be offered subject to Québec regulations with respect thereto.

11.14 The Naskapi school will offer, as required, and according to the policies in effect of le ministère de l'Éducation du Québec, special courses to Naskapi adults residing on Category IA-N lands as well as special remedial programs for Naskapi children who have not completed their secondary education.

11.15 The budget of the Naskapi school shall be prepared annually by the Committee. It shall then be submitted for approval to le ministre de l'Éducation du Québec prior to its incorporation in the global budget of the Regional School Board. The said annual budget shall include:

11.15.1 the Naskapi school's share of the administrative costs of the Regional School Board;

11.15.2 all costs for administration, instruction, student services, auxiliary services, transportation, building repair and maintenance and debt service directly connected with the operation of the Naskapi school;

11.15.3 the cost of an adult education program for Naskapis residing on Category IA-N lands;

11.15.4 the cost of training programs for teachers in service and any other training programs organized specifically for the Naskapi school;

11.15.5 the cost of tuition fees, boarding and traveling allowances for Naskapi secondary students residing on Category IA-N lands placed, by the Regional School Board, for study in schools which as a result of their location make it necessary for said students to live outside of Category IA-N lands;

11.15.6 the cost of maintaining for Naskapis of Québec residing on Category IA-N lands the post-secondary education services and benefits available to the Naskapis of Québec on the date of the approval of the present Agreement;

11.15.7 the net cost (total cost less rental revenue) of residences provided for under subsection 11.16;

11.15.8 the remuneration payable to members of the Committee equal to the amounts payable to trustees of corporations of trustees having from 250 to 500 pupils;

11.15.9 the salary and expenses of the Naskapi Education Coordinator in accordance with the administrative and salary policies of le ministère de l'Éducation du Québec;

11.15.10 the cost of necessary translation services.

11.16 Residences shall be provided by the Regional School Board for the Naskapi Education Coordinator and for teachers at the Naskapi school if recruited from outside the Schefferville area. The Naskapi Education Coordinator and such teachers shall pay a rent which is fixed by the Regional School Board in accordance with the norms applying in the northern areas of Québec.

11.17 If qualified Naskapis are not available, le ministre de l'Éducation du Québec may authorize the engagement of Naskapis as teachers at the Naskapi school notwithstanding that such Naskapis might not possess the standard qualifications of le ministère de l'Éducation du Québec.

11.18 In consultation with the Committee, le ministre de l'Éducation du Québec will make available special courses and training programs to qualify Naskapis as teachers and for non-Naskapi teachers newly assigned to the Naskapi school. Whenever possible, such special courses and training programs will be conducted in the Naskapi school.

11.19 The teaching languages for the Naskapis of Québec attending the Naskapi school shall be Naskapi and the other teaching languages in use in the Naskapi community in the Territory on the date of the signing of the present Agreement. The Naskapis of Québec shall have as an objective the use of French as a teaching language so that pupils graduating from the Naskapi school will, in the future, be capable of continuing their studies in French in a school, college or university elsewhere in Québec, if they so desire. The Committee shall determine the rate of introduction of French and English as teaching languages.

11.20 Québec and Canada shall jointly ensure the continuation of existing educational services and programs presently available to the Naskapis of Québec, including:

11.20.1 allowances to students in accordance with established regulations;

11.20.2 "room and board" allowances for students;

11.20.3 living, tuition and transportation allowances for post-secondary students.

11.20A The services and programs referred to in subsection 11.20 shall be provided in accordance with terms and conditions to be determined by a committee composed of one (1) person appointed by le ministère de l'Éducation du Québec, one (1) person appointed by the Department of Indian Affairs and Northern Development and one (1) person appointed by the Committee.

11.21 Any Naskapi child who is certified by the Committee as maintaining or helping to maintain his family may be declared exempt by the Committee from compulsory school attendance at the Naskapi school for a part or the whole of any school year, and on such conditions as the Committee may specify.

11.22 The Regional School Board shall cause a copy of all public notices for school purposes to be delivered to the Committee. Public notices for the calling of a public meeting, or for any other object, relating to the Naskapi school shall be delivered at least ten (10) clear days before the day appointed for the meeting or other object, unless the delay is otherwise specified by law or by-law. The Committee shall cause such notices to be posted in the Naskapi community recognized by Québec in accordance to the provisions of section 20.

11.23 Every child attending the Naskapi school shall be entitled to receive moral and religious instruction in accordance with a program approved by a clergyman or priest serving the Naskapi community and by

the Protestant Committee or the Catholic Committee of the Superior Council of Education. Any child, upon request of his parents, for reasons of conscience, shall be exempted from such moral or religious instruction.

11.24 Based on annual budgets, providing for operating and capital costs, approved by Québec and Canada, each of the said governments shall contribute to the approved budget of the Naskapi school in the following proportions:

Québec: 25%

Canada: 75%

The capital cost of the Naskapi school and of any temporary facilities or equipment that may be provided for the Naskapis in accordance with subsection 11.11 will be borne by Québec and Canada in the proportions indicated above.

11.25 Canada shall continue to assume the following, within programs from time to time in effect:

11.25.1 the costs of adult education programs normally provided by Canada Manpower Programs;

11.25.2 the costs of services to Naskapis residing on a Reserve as defined by the Indian Act.

11.26 La Commission scolaire régionale Eastern Québec or any other school board assuming responsibility for the Naskapi school may not levy school taxes with respect to Category IA-N lands.

11.27 This section can be amended only with the consent of Québec and the Naskapi Native party, save for subsections 11.15, 11.20, 11.24 and 11.25 which in addition shall require the consent of Canada.

11.28 Legislation enacted to give effect to this section may be amended from time to time by l'Assemblée nationale.

SECTION 12

Administration of Justice

12.1 Definitions

For the purposes of this section, the following shall mean:

12.1.1 "Naskapi community", the Naskapi community contemplated by section 20;

12.1.2 "judicial district", the judicial district within which the Naskapi community is situated;

12.1.3 "native person", any person ordinarily residing in the judicial district and who is either a Naskapi or other Indian or an Inuk or who is recognized by Québec, for the purposes only of the benefits envisaged by paragraph 12.3.5, as an aboriginal person, by birth, ancestry or relationship.

12.2 Itinerant Court

12.2.1 At the request of le ministre de la Justice du Québec, the Chief Judge shall designate one or more judges required to dispense justice in the judicial district and le ministre de la Justice shall designate the other persons required for these purposes. The said judges or other persons should be familiar with the usages, customs and psychology of the Naskapis.

12.2.2 The Lieutenant-Governor in Council may, by proclamation, authorize the court, tribunals, bodies or commissions, whether or not they have been constituted by the Courts of Justice Act, to sit outside the chief place of the judicial district. In such an event, when le ministre de la Justice considers that it is appropriate to do so, the court and the judges may hold their hearings in the Naskapi community.

12.2.3 In the circumstances envisaged by paragraph 12.2.2, the judges shall be empowered and have the combined duties of judges of the Provincial Court, of judges of the Social Welfare Court, of judges of the Court of Sessions of the Peace, with powers to hear infractions punishable in virtue of the Québec Summary Conviction Act, of a magistrate under part XVI of the Criminal Code, of a magistrate under part XXIV of the Criminal Code, and of a justice of the peace appointed in virtue of section 107 of the Indian Act. They may have special or administrative jurisdictions.

12.2.4 When the courts hold their hearings in the Naskapi community, or when circumstances require it, the judges and other persons designated to render justice in the judicial district may, after consultation with the Naskapi local authority, establish rules of practice required for the proper administration of justice.

12.2.5 In order to facilitate the administration of justice and to render justice more accessible to the Naskapis, the rules of practice for the judicial district should take into consideration the particular circumstances of the district, as well as the customs and way of life of the Naskapis. The said rules of practice should stipulate special provisions respecting:

12.2.5.1) the accessibility to records and registers;

12.2.5.2) the postponement of hearings and trials;

12.2.5.3) the days and hours for hearings, trials and examinations on discovery;

12.2.5.4) the procedures for the filling of proceedings and the issuances of writs.

12.3 Personnel

12.3.1 An officer authorized to issue writs of the Superior Court will accompany the officers of the itinerant court to the places where the Superior Court is empowered to sit elsewhere than in the chief place of the judicial district.

12.3.2 When the tribunals, bodies and commissions of the judicial district sit in the Naskapi community, Naskapis, to the extent possible, will be recruited to act as judicial stenographers or secretaries, initially for the Provincial Court and eventually for the other courts, tribunals, bodies and commissions.

12.3.3 Subject to the Naskapi Native party recommending duly qualified manpower, in all civil, criminal, penal and all statutory matters in the judicial district where a Naskapi is a party to a suit, case or proceeding, or is detained or the accused, the following provisions shall apply without cost to the Naskapi party involved upon the request of such party:

12.3.3.1) interpreters shall be provided to the Naskapi party;

12.3.3.2) the motivated judgments which were not rendered orally at the time of the hearing, but in writing by the courts, tribunals, bodies or commissions, are to be translated into Naskapi, but only for the information of the Naskapi party involved;

12.3.3.3) all verbal decisions and judgments, and all pronouncements, rulings, statements and comments of the presiding judge shall be simultaneously translated into Naskapi, but only for the information of the Naskapi party involved;

12.3.3.4) the depositions, admissions, objections to evidence and the decisions thereon shall be simultaneously translated into Naskapi, but only for the information of the Naskapi party involved.

12.3.4 The judge of the itinerant court of the judicial district shall have available to him, when said judge considers it necessary or appropriate, probation officers, who preferably shall be Naskapis.

12.3.5 In the event that a suboffice of the courts of the judicial district is established in or in the vicinity of the Naskapi community, this office, to the extent feasible, shall employ native persons who shall be engaged on a full-time or on a part-time basis and trained to act as deputy clerks of the Provincial Court, of the Social Welfare Court, of the Court of Sessions of the Peace, and also as deputy-sheriff of the judicial district, and to fill other positions in the administration of justice in this suboffice, when it is appropriate to do so.

12.4 Justices of the peace

12.4.1 Justices of the peace, preferably Naskapi, shall be appointed in order to deal with infractions to by-laws adopted by the Naskapi local authority and other offences contemplated in section 107 of the Indian Act. These appointments will be subject to the approval of the Naskapi local authority.

12.4.2 With the authorization of le sous-ministre de la Justice du Québec, the Justices of the peace, contemplated by paragraph 12.4.1, shall, in addition to their usual duties, be empowered to receive oaths and informations, issue summonses, confirm or cancel appearance notices and recognizances,

issue subpoenas, proceed to the adjournment of appearances and of cases, as well as to allow provisional release of detained persons on the furnishing of a promise, undertaking or security to appear.

12.5 Crown Attorneys

12.5.1 The Attorney General of Québec shall appoint the Crown Attorneys for the judicial district on such terms and conditions that are required as a result of the prevailing circumstances in the judicial district.

12.6 Legal aid

12.6.1 The Naskapis, as individuals, are entitled to receive legal aid services in all legal matters provided they meet the criteria of the Québec Legal Services Commission. These criteria should be modified to take into consideration the cost of living, the distances involved and other factors peculiar to the judicial district.

12.7 Detention

12.7.1 A Naskapi who, after his sentence has been pronounced, is to be imprisoned, committed or detained anywhere in Québec, has the right, if he so desires, to be imprisoned, committed or detained in an institution contemplated by Section 18 of the James Bay and Northern Québec Agreement, as amended from time to time.

12.7.2 If the Minister considers it opportune and if the Naskapi local authority considers it necessary, temporary detention facilities may be established in the Naskapi community. This institution shall be administered by personnel recommended by the Naskapi local authority.

12.7.3 All Naskapis arrested or detained must be informed of their basic rights in a language they understand. Each such Naskapi has the right to communicate with his family and to obtain the services of a lawyer of his own choice.

12.7.4 Probation, parole, rehabilitation and post-detention services shall be provided to Naskapis, in Naskapi, if practicable, taking into account the age and conditions of such Naskapis as well as their culture and way of life.

12.7.5 For the purpose of promoting a better administration of justice, studies for the revision of the sentencing and detention practices of Naskapis should be undertaken, with the collaboration of the Naskapi local authority, taking into account the Naskapi culture and way of life.

12.8 Juries

12.8.1 If it proves to be necessary, the provisions of the Criminal Code and the Canada Evidence Act shall be amended so that they may be better adapted to the circumstances, usages, customs and way of life of the Naskapis and to the difficulties of the judicial district. Particularly for the case where a Naskapi is the accused, amendments shall be adopted in order to permit Naskapis to qualify as jurors notwithstanding that these Naskapis might not qualify as jurors in virtue of existing applicable laws or regulations and even if these Naskapis speak neither French nor English.

12.9 Information and courses

12.9.1 In order to ensure that the Naskapis do not misunderstand the intervention of the judicial authority or the legal system, information programs shall be established and financed by Québec.

12.9.2 One or more detention liaison officers shall be trained in order to assist Naskapis to obtain legal advice and to assist them in all phases of the judicial process and to give to the Naskapi community information concerning the law.

12.9.3 Naskapis shall be engaged to give the information and to effect the liaison, contemplated in paragraphs 12.9.1 and 12.9.2, as soon as possible after the approval of the present Agreement.

12.9.4 Courses shall be provided for non-Native persons engaged in the various aspects of the administration of justice in the judicial district and whose functions cause them to have frequent contact with the Naskapis. These courses will deal with the language, customs, needs and aspirations of the Naskapis in the judicial district.

12.10 Amendments

12.10.1 This section can be amended only with the consent of Canada and the Naskapi Native party, in matters within the jurisdiction of Canada, and with the consent of Québec and the Naskapi Native party, in matters within the jurisdiction of Québec.

Legislation enacted to give effect to this section may be amended from time to time by l'Assemblée nationale in matters within the jurisdiction of Québec and by Parliament in matters within the jurisdiction of Canada.

CHAPITRE 13

POLICE

13.1 Naskapi Police Force

13.1.1 For the purposes of this Section, the Naskapi local authority refers to the local authority having jurisdiction over police matters in accordance with applicable legislation.

Compl. A. no. 4, s. 1

13.1.2 The Naskapi local authority establishes under its administration a police force called the "Naskapi Police Force". The Naskapi local authority may change the name of the Naskapi Police Force, upon informing Québec and Canada.

Compl. A. no. 4, s. 1

13.1.3 The Naskapi Police Force is a police force in accordance with applicable police legislation. The rules relating to police organization and ethics are applicable to it.

Compl. A. no. 4, s. 1

13.1.4 The Naskapi Police Force provides, in an independent manner, adequate and effective police services as determined through agreement between Québec, Canada and the Naskapi local authority.

Compl. A. no. 4, s. 1

13.1.5 The Naskapi Police Force shall be responsible for police services within the following territories:

a) the Category **IA-N** lands;

b) the Category III lands situated within the perimeter of the Category **IA-N** lands.

Compl. A. no. 4, s. 1

13.1.6 This Section does not change the mandate of the Royal Canadian Mounted Police, the Sûreté du Québec or any other body responsible, by **law,** for the prevention, detection or repression of crime or offences throughout the territory of Québec under applicable legislation and regulations.

Compl. A. no. 4, s. 1

13.1.7 The Naskapi Police Force may enter into operational or policing agreements with other bodies responsible, by **law,** for the prevention, detection or repression of crime or offences to facilitate joint activities with them.

Compl. A. no. 4, s. 1

13.2 Funding

13.2.1 Québec and Canada shall provide to the Naskapi local authority the funding necessary to provide adequate and effective police services in the territories specified in paragraph 13.1.5. This funding shall take into account:

a) the resources necessary to provide police services in accordance with obligations under applicable laws or this Section;

b) the ability of the Naskapi Police Force to provide professional police services that are adapted to the specific needs and culture of the members of the Naskapi community;

c) the training costs for members of the Naskapi Police Force;

d) the operational costs of the Naskapi Police Force;

e) the maintenance or construction costs of the police station for the Naskapi Police Force;

f) the particularities of the territories served.

Compl. A. no. 4, s. 1

13.2.2 The specific amount of the financial contribution shall be determined in a funding agreement between Québec, Canada and the Naskapi local authority. This agreement shall provide terms and conditions applicable to this funding. It shall have a minimum duration of five (5) years, unless otherwise agreed in the agreement.

Compl. A. no. 4, s. 1

13.2.3 Eighteen {18) months prior to the expiry of the funding agreement provided for in paragraph 13.2.2, the Parties shall begin negotiations to determine the specific amount of the financial contribution for the subsequent agreement in accordance with paragraphs 13.2.1 and 13.2.5 and on the basis of actual and future needs.

Compl. A. no. 4, s. 1

13.2.4 The specific amount of the financial contribution is provided according to a cost-sharing ratio of 48 % for Québec and 52 % for Canada, respectively, unless otherwise agreed to between Québec, Canada and the Naskapi local authority.

Compl. A. no. 4, s. 1

13.2.5 The provisions of this Section shall not prevent the Naskapi local authority from participating in funding the Naskapi Police Force or receiving additional funding from other budgets or programs of general application administered by Québec or Canada. Such additional funding shall not affect the funding provided pursuant to paragraph 13.2.1.

Compl. A. no. 4, s. 1

13.3 Amendment and Legislation

13.3.1 This Section can be amended only with the consent of Québec and the Naskapi Native Party, in matters within the jurisdiction of Québec, and the consent of Canada and the Naskapi Native Party, in matters within the jurisdiction of Canada.

Compl. A. no. 4, s. 1

13.3.2 Legislation enacted to give effect to this Section may be amended from time to time by the National Assembly of Québec for matters within the jurisdiction of Québec and by Parliament for matters within the jurisdiction of Canada.

Compl. A. no. 4, s. 1

SECTION 14

Environment and Future Development

14.1 Environment and future development south of the 55th parallel and east of the 69th meridian in the "Territory"

14.1.1 Definitions

14.1.1.1) For the purpose of this subsection, the following words and phrases shall mean:

"Territory", the area in Québec included between the 55th and 53rd parallels, the 69th meridian of longitude and the eastern limit contemplated by the 1912 Acts respecting the Québec boundaries extensions (Qué. 2. Geo. V, c. 7 and 1912 Can. 2, Geo. V, c. 45), delimited on the map annexed to this section as schedule 1;

"future development", "development project" or "development": those developments in the Territory, enumerated in schedule 2 of this section, that require authorization of Québec or Canada, according to their respective jurisdictions, subsequent to the date of the coming into force of the present Agreement;

"Naskapi local authority", the council of the Naskapi band or its successor until the creation of the corporation contemplated by section 8, and thereafter the said corporation.

14.1.2 Provisions respecting the protection of the environment

14.1.2.1) The laws, regulations and administration of Canada and Québec, within their respective jurisdictions, shall apply in the Territory.

14.1.2.2) All future development is considered as generally having an important impact on the environment and is subject to an environmental and social impact assessment.

14.1.2.3) A development project shall not be submitted to more than one (1) impact assessment and review procedure unless such project falls within the jurisdictions of both Québec and Canada or unless such project is located in part in the Territory and in part elsewhere where an impact review process is required.

14.1.2.4) Schedule 2 of the present section shall be reviewed every three (3) years and may be modified by Canada or Québec, within their respective jurisdictions, after consultation with the Naskapi local authority.

14.1.2.5) The proponent of a development project must, at his own expense, effect or have effected an environmental and social impact assessment and must prepare or have prepared a statement of such assessment taking into account schedule 3 of the present section. This statement shall be submitted to the responsible authority of Canada or Québec, according to their respective jurisdictions. Nevertheless, Canada and Québec, within their respective jurisdictions, may, according to the circumstances, require the proponent in effecting or having effected the said assessment to study factors not specified in schedule 3 or permit the proponent to omit from the study any element or aspect contained in said schedule. The elements or aspects to be studied as well as the extent of analysis will depend upon the nature, importance and impacts of the future development.

14.1.2.6) The Naskapi local authority shall be consulted by Québec or Canada, according to their respective jurisdictions, before a decision is taken to authorize a future development that is subject to an environmental and social impact assessment and statement. A copy of the environmental and social impact statement and the available relevant documentation shall be submitted by the responsible authority of Québec or Canada, according to their respective jurisdictions, to the Naskapi local authority which shall have forty five (45) days to submit its views to the said responsible authority unless the said responsible authority extends such delay as a result of the nature or importance of the future development. In default of its views being submitted within the delay accorded for such consultation, the Naskapi local authority shall be deemed not to have any objection to the development project. Upon reception of these views, or in default of them being received, within the delay provided, the responsible authority shall be entitled, at its discretion, to proceed to render a decision with respect to the dossier under consideration.

14.1.2.7) For reasons of national defence or security, or for other reasons of public interest, the responsible Minister may, by exception, exempt a development project, in whole or in part, from the provisions of the present subsection.

14.1.2.8) The present subsection can be amended only with the consent of Canada and the Naskapi Native party in matters within the jurisdiction of Canada, and with the consent of Québec and the Naskapi Native party in matters within the jurisdiction of Québec.

Any legislation that may be adopted to give effect to the present subsection may be amended from time to time by l'Assemblée nationale in matters within the jurisdiction of Québec and by parliament in matters within the jurisdiction of Canada.

14.2 Environment and future development north of the 55th parallel on Category IB-N lands and Category II-N lands

14.2.1 Provisions respecting the protection of the environment

14.2.1.1) Pursuant to the terms of Section 23 of the James Bay and Northern Québec Agreement, the regime provided for in said Section, as amended from time to time, applies to the Category IB-N lands and to the Category II-N lands situated north of the 55th parallel.

14.2.1.2) The present subsection relating to Category IB-N lands and Category II-N lands can be amended only with the consent of Canada, the Naskapi Native party and the Inuit Native party in matters within the jurisdiction of Canada and with the consent of Québec, the Naskapi Native party and the Inuit Native party in matters within the jurisdiction of Québec.

Annex 1

See plan no. 9 (complementary Documents) : **NORTHEASTERN QUÉBEC AGREEMENT**

Annex 2

Future developments automatically subject to an environmental and social impact assessment

1. All new major mining operations excluding explorations. (Exploration includes air and ground reconnaissance, surveying, mapping and core sampling.)

With respect to existing mining operations, all projects pertaining to:

a) a change in ore concentration operations;

b) a new waste dumping ground in a drainage basin different from the basin into which the existing waste dumping ground drains;

c) a more elaborate transformation of ore such as by drying, pelletizing and smelting.

2. Siting and operation of major sand and gravel pits and of quarries.

3. Energy Production:

a) hydro-electric power plants and their associated works;

b) storage and water supply reservoirs;

c) transmission lines of 75 KV and over;

d) extraction and processing of energy yielding materials;

e) fossil-fuel fired power generating plants above three thousand (3,000) Kilowatts.

4. Forestry and Agriculture:

a) major access roads built for extraction of forest products;

b) pulp and paper mills or other forestry plants;

c) in general, any significant change in land use substantially affecting more than twenty-five square miles (25 sq. mi.).

5. Community and Municipal Services:

a) new major sewage and waste water collection and disposal systems;

b) solid waste collection and disposal, including land fill and incineration;

c) proposals for parks, wilderness areas, ecological reserves or other similar land classifications;

d) new outfitting facilities for more than thirty (30) persons, including networks of outpost camps;

e) new cities, municipalities or communities of a permanent nature, or significant expansion of existing cities, municipalities or communities.

6. Transportation:

a) access roads to and near Native communities;

b) port and harbour facilities for commercial shipping;

c) airports;

d) railroads;

e) road infrastructure for new development;

f) pipeline;

g) dredging operations for navigation improvements.

Annex 3

Guide concerning the contents of an environmental and social impact statement

Introduction

This schedule describes the objectives and contents of an environmental and social impact statement which must be prepared for future developments.

In the exercise of their functions and duties with respect to the review of environmental and social impact statements in order to determine whether the assessment and the impact statements are adequate, the responsible authorities of Canada or Québec shall give due consideration to the provisions of the present guide without being restricted or bound by or to the said provisions.

Objectives

An impact statement should identify and assess clearly and in as factual a manner as possible the environmental and social impacts induced by the project, especially those on the Native population potentially affected.

The main objectives of an environmental and social impact statement are to ensure that:

- environmental and social considerations form an integral part of the proponent's planning and decision-making process;

- potential environmental and social impacts resulting from development are identified as systematically as possible;

- alternatives to the proposed development, including alternatives to individual elements of large scale projects, will be evaluated with a view to minimizing within reason impacts on Native people and wildlife resources and maintaining the quality of the environment;

- remedial or preventive measures will be incorporated into proposed development so as to minimize, within reason, expected negative impacts;

- the responsible authorities of Québec and Canada, within their respective jurisdictions, are adequately informed to be able to take the decisions for which they are responsible in virtue of subsection 14.1.

Contents

In addition to the sections relating to the various aspects or elements to be studied, an environmental and social impact statement must contain a section giving a summary of the essential arguments relied upon by the proponent as well as his conclusions.

The following outline gives the major headings that should normally be included in any environmental impact statement, when applicable:

1. Description of the Project

The following should generally be included in the project description when justified by the nature and the importance of the project:

a) purpose and objectives;

b) location or alternative locations being considered;

c) identification of area and human populations potentially affected by each project location being considered;

d) physical plant, activities involved in construction phase of development, including an estimate of the size of the work force;

e) material/energy balance for the plant (Input/Output);

f) physical and human requirements for operation phase of the project;

g) possible future phases of the development.

2. Alternatives to the Proposed Project.

When justified by the nature of the project, there should be a section which explores and objectively assesses the impact on the Native people and on the environment of reasonable site alternatives of the project in the Territory and of reasonable alternatives to certain elements of the proposed project. These alternatives should be considered with a view to optimize as much as reasonably possible the positive effect of the development on the environment, taking into account environmental, socio-economic and technical considerations and to minimize negative impacts including impacts on the affected population, as reasonably as possible. Where the gross impact of alternative actions differs significantly, the analysis should be sufficiently detailed to permit the comparative assessment of the costs, benefits, and the environmental risk to the different interested populations between the proposed project and the available options.

3. Environmental and Social Setting

The state of the environmental and social setting should be described before the proposed development begins, in order to have a reference point for the evaluation of the impacts of the future development.

The description should not only include the identification and description of the components identified below, but should equally consider their ecological relationships, and when appropriate, their scarcity, sensitivity, productivity, variety, evolution, location, etc. The level of details provided in the description should be based upon the importance and the implications of the specific impacts involved.

The following is a representative list of the items that could be considered in the environmental and social setting. Any item potentially affected should be included.

Environmental Conditions:			
	Lands		
		Physical:	- topography
			- geology
			- soil and drainage
		Vegetation	
		Fauna	
	Water		
		Physical:	- hydrology
			- quality
		Vegetation	
		Fauna	
	Air		
		Climate	
		Micro-climate	
		Quality	
Social Conditions:			
	Population affected.		
	Land use in the zone influenced by the future development.		
	Harvesting: use and importance of various species.		
	Social organization: family, community, ethnic relations.		
	Culture: values, goals and aspirations.		

4. Predicting and Evaluating Probable Impacts

This part of schedule 3 involves the identification, evaluation and synthesis of impacts associated with the headings referred to in the preceding part of this schedule entitled "Environmental and Social Setting".

This section of the statement should consider, whenever appropriate, direct, indirect and cumulative impacts, short term and long term impacts and reversible or irreversible impacts. Attention should also be given to impacts occurring at different phases of the development, and on different scales, i.e. local, regional or national scale.

The proponent should in his prediction and evaluation of impacts discuss the reliability and adequacy of the information used, limitations imposed upon his study by the unavailability of information, and areas of significant uncertainty and risk.

5. Corrective and Remedial Measures

The proponent should include in the statement a section identifying and evaluating reasonable remedial or corrective measures which should reduce or alleviate the negative impact of the proposed development on the population affected, wildlife resources of the Territory and the quality of the environment in general. Measures aimed at enhancing positive impacts induced by the project should also be included in this section.

SECTION 15

Hunting, Fishing and Trapping

15.1 Definitions

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

15.1.1 "automatic weapon" means any firearm that is capable of firing bullets in rapid succession during one pressure of the trigger;

15.1.2 "bag limit" means the maximum number established by regulation of individuals of a species or a group of species that a hunter may take legally;

15.1.3 "conservation" means the pursuit of the optimum natural productivity of all living resources and the protection of the ecological systems of the Territory so as to protect endangered species and to ensure primarily the continuance of the traditional pursuits of the Native people, and secondarily the satisfaction of the needs of non-Native people for sport hunting and fishing;

15.1.4 "community use" means the use by the Naskapis of all products of harvesting in conformity with the provisions of the present section; or in the event that the Naskapis relocate to Block Matemace, in accordance with the provisions of section 20, community use means the use by the Naskapis of all products of harvesting consistent with present practice between Native communities in the Territory of members of such a Native community or communities, including the gift, exchange and sale of such products subject to the restrictions set forth in this section;

15.1.5 "Coordinating Committee" means the body contemplated by Section 24 of the James Bay and Northern Québec Agreement, as amended from time to time;

15.1.6 "ecological reserve" means a territory set aside by law or by regulation to preserve such territory in its natural state, to reserve such territory for scientific research and, if need be, for education or, to safeguard animal and plant species threatened with disappearance or extinction;

15.1.7 "family" means the extended family comprising persons related or allied by blood, or by legal or Naskapi customary marriage or adoption;

15.1.8 "fauna" means all mammals, fish and birds;

15.1.9 "harvesting" means hunting, fishing and trapping by the Native people for the purpose of the capture or killing of individuals of any species of wild fauna, except species from time to time completely protected to ensure the continued existence of that species or a population thereof, for personal and community purposes or for commercial purposes related to the fur trade and commercial fisheries;

15.1.10 "kill" means the number of individuals of a given species or population thereof, killed during a given period or permitted to be killed during a given time period;

15.1.11 "outfitter" means a person who carries on an operation which provides the public with lodging and the opportunity to sport hunt and sport fish or rents equipment or small craft or provides other services for sport hunting and sport fishing purposes within the area specified in the permit, license or other authorization given to such person for such purposes;

15.1.12 "outfitting operation" means the establishment and its dependent buildings, including outposts and all equipment and accessories related thereto, and all sport hunting and sport fishing gear, equipment and small craft used by an outfitter in connection with such operation;

15.1.13 "personal use" means the use by the Naskapis for personal purposes of all products of harvesting including the gift, exchange and sale of all such products within the family;

15.1.14 "possession limit" means the maximum quantity of individuals of a species or a group of species that a person is entitled to have in his possession during a specified period of time within a specified area;

15.1.15 "reserve" means an area set aside by law or by regulation for conservation or other purposes specified in the law or regulation establishing such a reserve;

15.1.16 "responsible Minister" means the minister of Québec or Canada charged with responsibility with respect to a subject matter falling within the jurisdiction of the government of which he is a member;

15.1.17 "settlement" means a permanent collectivity of habitations, buildings and facilities continuously inhabited and used, including the immediately contiguous land reasonably required to use and enjoy such habitations, buildings and facilities;

15.1.18 "sport fishing" means fishing by non-Natives by the use only of rod and line (angling) and only for reasons of sport;

15.1.19 "sport hunting" means hunting by non-Natives by the use only of firearms or bow and arrow and only for the specific purpose of killing game for reasons of sport;

15.1.20 "Territory" means the area defined in paragraph 15.12.1;

15.1.21 "Naskapi Sector" means the area defined in paragraph 15.12.2;

15.1.22 "wildlife" means all populations of wild fauna in the Territory;

15.1.23 "wildlife sanctuary" means an area of land with a particular kind of environment set aside by law or by regulation for the temporary or permanent protection of certain species of animals;

15.1.24 "Naskapi area of primary interest" means that area defined in paragraph 24.13.3A of the James Bay and Northern Québec Agreement, as amended from time to time.

15.2 Conservation

15.2.1 There exists with respect to the Territory a single Hunting, Fishing and Trapping Regime established by and in accordance with Section 24 of the James Bay and Northern Québec Agreement, as amended from time to time, the modalities of which appear in the said Section 24 and in the present section. This Hunting, Fishing and Trapping Regime is subject to the principle of conservation.

15.2.2 For the purpose of the Hunting, Fishing and Trapping Regime, land in the Territory shall be classified as set forth in paragraph 24.3.32 of the James Bay and Northern Québec Agreement, as amended from time to time.

15.3 Harvesting

15.3.1 Every Naskapi shall have the right to hunt, fish and trap, including the right to capture or kill individuals of any species of wild fauna (hereinafter referred to as the "right to harvest"), in accordance with the provisions of the Hunting, Fishing and Trapping Regime.

15.3.2 Every Naskapi shall have the right to harvest any species of wild fauna except species requiring complete protection from time to time within the Territory to ensure the continued existence of such species or a population thereof.

15.3.3 The Naskapis shall enjoy the sole and exclusive exercise of the right to harvest in the Naskapi area of primary interest in accordance with the provisions of this section. The exercise of the right to harvest shall be subject to the principle of conservation and to such other express provisions as are specified elsewhere in the present Agreement, and in the James Bay and Northern Québec Agreement, as amended from time to time.

Notwithstanding the foregoing, the Naskapis of Québec, the James Bay Crees and the Inuit of Québec recognize that the right to harvest may also be granted in the Naskapi Sector to persons who are non-signatories to the present Agreement provided that:

15.3.3.1) the right to harvest may be granted only to those who justify to the satisfaction of Québec any claim to a native right in the said Sector that they might have had as of the date of the signature of the James Bay and Northern Québec Agreement;

15.3.3.2) the right to harvest shall not be granted in Category I-N lands, in Category II-N lands or in the area of common interest for the Inuit and the Naskapis as defined in paragraph 24.13.4A of the James Bay and Northern Québec Agreement, as amended from time to time;

15.3.3.3) at least thirty (30) days prior to entering into an agreement respecting the granting of the aforesaid right to harvest, Québec shall inform the Cree Native party, the Inuit Native party, as well as the Naskapi Native party until the creation of the Naskapi local authority provided for in section 8 and thereafter the said Naskapi local authority, that such right may be granted.

15.3.4 The Naskapis of Québec may exercise the right to harvest in the Naskapi Sector in accordance with the provisions of the Hunting, Fishing and Trapping Regime where this activity is physically possible and does not conflict with other physical activity or public safety. Acts by parties to the present Agreement or by third parties to limit access to an area within the Naskapi Sector for reasons other than those specifically enumerated in this section shall not ipso facto exclude that area from the right to harvest.

15.3.5

15.3.5.1) The words "conflict with other physical activity" shall mean actual physical conflicts or physical interference but shall not include conflicts or interference of any other nature which may be perceived, anticipated or declared by any means whatsoever. Without limiting the generality of the foregoing, the creation or existence of parks, reserves, wilderness areas, ecological reserves and the grant or existence of concessions or rights with respect to forestry or mining shall not in

themselves be considered conflicting physical activities and the Naskapis of Québec shall continue to have the right to harvest in such areas.

15.3.5.2) The creation or existence of wildlife sanctuaries shall operate to exclude all or part of such sanctuaries from the right to harvest but only with respect to those species for whose protection such sanctuaries are created and for such periods of time and/or season when such protection is required.

15.3.6

15.3.6.1) The right to harvest shall not be exercised in lands situated within existing or future non-Native settlements within the Naskapi Sector.

15.3.6.2) The annexation of land by a municipality or any other public body shall not in itself exclude such areas from the harvesting rights of the Naskapis of Québec as long as such lands remain vacant.

15.3.7

15.3.7.1) In areas specified in existing leases or permits as being reserved for the exclusive use of an outfitter and in areas presently covered by fish and game leases, the right to harvest, except for the right to trap, shall not be exercised during the operating season of such outfitters, lessees and permit holders.

15.3.7.2) Subject to subsection 15.9, the rights of present outfitters and present holders of fish and game leases shall be respected for the duration of the current term of their present leases or permits. At the expiration of the current terms of such leases or permits, the terms shall be reviewed by the Coordinating Committee to minimize conflicts with harvesting activity. This provision shall be without prejudice to any agreement between an outfitter, lessee or permit holder and the Naskapi Native party.

15.3.8 Restrictions on the right to harvest for reasons of public safety shall apply primarily to the discharge of firearms, to the setting of large traps or nets in certain areas, and to other dangerous activities having due regard for others lawfully in the vicinity. Any such restrictions shall not in themselves preclude other harvesting activities.

15.3.9 Subject to conservation rules established pursuant to the Hunting, Fishing and Trapping Regime, to any restrictions in the Migratory Birds Convention Act and its regulations, to the undertakings of Canada respecting the Migratory Birds Convention referred to in subsection 15.14 and to any other exceptions specified in this section, the Naskapis of Québec shall have the right to harvest at all times of the year.

15.3.10

15.3.10.1) Subject to the principle of conservation, the right to harvest applies to harvesting activities of the Naskapis of Québec exercised in conformity with the provisions of the Hunting, Fishing and Trapping Regime.

15.3.10.2) In the case of migratory birds, personal use shall be limited to the gift or exchange of all products of harvesting within the extended family, subject to the undertakings of Canada contained in subsection 15.14.

15.3.10.3) Community use shall include the gift, exchange and sale of all products of harvesting among Naskapi residents of the Naskapi Sector, and shall not include the gift, exchange and sale of all products of harvesting between the Naskapi residents of the Naskapi Sector and Naskapis residing outside of said Sector. In the case of migratory birds, community use shall be limited to the gift or exchange of meat and eider-down among Naskapi residents of the Naskapi Sector, subject to the undertakings of Canada contained in subsection 15.14. Community use shall not include the exchange or sale of fish or meat to persons other than Naskapis, except in the case of commercial fisheries.

15.3.10.4) In the event that the Naskapis relocate to Block Matemace, in accordance with the provisions of Section 20, community use shall include the gift, exchange and sale of all products of harvesting consistent with present practice between Native communities in the Territory and/or members of such a Native community or communities. For greater clarity, community use shall not exclude the gift, exchange and sale of all products of harvesting between Native communities in the Territory and members of such a Native community or communities not presently conducting such activity. For Native people living in non-Native settlements such as Schefferville, Matagami, Chibougamau, etc., community use shall be restricted to the gift, exchange and sale of all products of harvesting consistent with present practice between such Native people and shall not include gift, exchange and sale with Native communities. In the case of migratory birds, community use shall be limited to the gift or exchange of meat and eider-down consistent with present practice between Native communities in the Territory and/or members of such a Native community or communities, subject to the undertakings of Canada contained in sub-section 15.14. Community use shall not include the exchange or sale of fish and meat to non-Natives except in the case of commercial fisheries.

15.3.11 The right to harvest shall include the right to possess and use all equipment reasonably needed to exercise that right with the exception of the following: explosives, poisons, firearms connected to traps and remote controls, automatic weapons, tracer bullets, non-expanding ball ammunition, air-guns, and other similar equipment, as may from time to time be prohibited by regulations passed upon recommendation by the Coordinating Committee, the whole subject to applicable laws and regulations of general application concerning weapon control, where such control is directed to public security and not to harvesting activity. Nevertheless, Québec regulations obliging persons under the age of sixteen (16) to be accompanied by an adult when hunting or fishing shall not apply to Naskapis of Québec above the age of reason.

15.3.12 The right to harvest shall include the right to travel and establish such camps as are necessary to exercise that right, in accordance with the terms and conditions of the present Agreement.

15.3.13 The right to harvest shall include the use of present and traditional methods of harvesting except where such methods affect public safety.

15.3.14 The right to harvest shall include the right to possess and transport within the Territory the products of harvesting activity.

15.3.15 The Naskapis shall have the right to trade in and conduct commerce in all the by-products of their lawful harvesting activities.

15.3.16 Subject to the restrictions and controls with respect to non-Native hunting and fishing provided for in this section, the right to harvest shall not be construed to prevent or limit access to the Naskapi Sector by non-Natives in accordance with the provisions found elsewhere in the present Agreement.

15.3.17 The exercise of the right to harvest shall not be subject to the obtaining of permits, licenses, or other authorization, save where expressly stipulated otherwise in this section. Where, by exception, for the purposes of management, leases, permits, licenses or other authorizations are required by the responsible minister or required on the recommendation of the Coordinating Committee, the Naskapis shall have the right to receive such leases, permits, licenses or other authorizations at a nominal fee through the Naskapi local authority.

15.3.18 Subject to the provisions of the Hunting, Fishing and Trapping Regime, the Naskapis of Québec shall have the exclusive right to trap in the Naskapi area of primary interest as part of their right to harvest. This right to trap shall include the right to trap for all commercial purposes.

15.3.18A This exclusive right to trap by the Naskapis shall be without prejudice to the trapping rights, if any, exercised by Indians who are not party to the present Agreement on the beaver reserves allocated to them prior to November 11, 1975, except in the Category I-N lands and in the Category II-N lands where the exclusive right to trap by the Naskapis shall prevail.

15.3.19 If the Naskapis have not exercised their right to trap within a part of the Naskapi Sector for an extended period, and where trapping activity in such part of the Naskapi Sector is necessary for the proper management of a species, Québec may, only upon the advice of the Coordinating Committee and after giving reasonable notice to the Naskapi Native party through the Coordinating Committee, permit persons other than Naskapis to exercise the necessary trapping activity in such part of the Naskapi Sector, when the Naskapi Native party fails to do so. Such permission shall be subject to an agreement between the Naskapi Native party and Québec; failing such agreement the responsible Minister may, only upon recommendation of the Coordinating Committee, permit persons other than Naskapis to exercise such activity, and in such case the minister shall establish the terms and conditions upon which such activities shall be exercised provided such activity shall not be permitted for a period exceeding four (4) years. At the expiration of said period, the Naskapis shall have the right to resume the exercise of their right to trap on that portion of the Naskapi Sector, failing which the foregoing procedure shall apply.

15.3.20 Within Category I-N lands and Category II-N lands, the Naskapis shall have the exclusive right to establish and operate commercial fisheries. Within Category III lands in the Naskapi area of primary interest, the Naskapis shall have the exclusive right to establish and operate commercial fisheries related to the species of fish enumerated in the list of exclusive species referred to in paragraph 24.7.1 of the James Bay and Northern Québec Agreement, as said list may be modified from time to time in accordance with the provisions of the James Bay and Northern Québec Agreement, as amended from time to time. Within the area of common interest for the Naskapis and the Inuit referred to in paragraph 24.13.4A of Section 24 of the James Bay and Northern Québec Agreement, as amended from time to time, both the Naskapis and the Inuit shall have the said right which the Naskapis have in Category III lands in the Naskapi area of primary interest.

15.3.21 All applications for commercial fisheries permits within Category I-N lands, Category II-N lands or Category III lands shall be submitted to the Coordinating Committee and shall be assessed by the Coordinating Committee upon the basis of the possible and probable impact of such proposed fisheries operations upon harvesting and recreational fishing. The Coordinating Committee shall make recommendations to the responsible minister with respect to such applications on the basis of its assessment. No commercial fisheries shall be permitted within Category I-N lands and Category II-N lands without the consent of the Naskapi local authority.

15.3.22 A minimum of control or regulations shall be applied to the Naskapis, which shall mean inter alia that:

15.3.22.1) when the Coordinating Committee or the responsible government of Canada or Québec decides that control of harvesting activities by Naskapis is necessary, the Coordinating Committee or the responsible government of Canada or Québec shall first formulate guidelines and/or advisory programs with respect to the control of such activity. Such guidelines or advisory programs shall be encouraged and promoted by the Naskapi local authority, under reserve of the right of the responsible Government of Canada or Québec to impose such controls in the event that such guidelines and/or advisory programs do not prove to be effective;

15.3.22.2) when the Coordinating Committee or the responsible government of Canada or Québec decides that regulations are necessary, the responsible government of Canada or Québec shall make regulations with a minimum of impact on the Naskapis and harvesting activities by Naskapis by taking into account the impact on such factors as local Naskapi food production, the accessibility of harvestable resources for the Naskapis, the efficiency of harvesting, the cost of harvesting and Naskapi cash incomes;

15.3.22.3) in general, the control of activities contemplated by the Hunting, Fishing and Trapping Regime shall be less restrictive for Native people than for non-Natives.

15.3.23 Neither the responsible Government of Canada or Québec nor the Coordinating Committee shall change or affect the Hunting, Fishing and Trapping Regime in such a way as to infringe upon the rights of the Naskapis established by the said regime. Without limiting the generality of the foregoing, this provision shall apply to the responsible ministers of Canada and Québec, the departments of Canada and Québec involved and the individuals, bodies or agencies administering the Hunting, Fishing and Trapping Regime.

15.3A Hunting for commercial purposes, keeping in captivity and husbandry

15.3A.1 Within the Naskapi area of primary interest, until November 10, 2029, only the Naskapis shall have, in accordance with the provisions of this subsection, the right to hunt for commercial purposes any species of wildlife.

Such exclusive right may be exercised in respect of the species listed at Schedule 7 to Section 24 of the James Bay and Northern Québec Agreement, as amended from time to time.

Compl. A. no. 1, sch. 1, s. 1
Compl. A. no. 6, s. 1

15.3A.2 Within the Naskapi area of primary interest, until November 10, 2029, only the Naskapis shall have the right, in accordance with the provisions of this subsection, of keeping in captivity and husbandry of the species of wildlife listed at Schedule 8 to Section 24 of the James Bay and Northern Québec Agreement, as amended from time to time.

Compl. A. no. 1, sch. 1, s. 1
Compl. A. no. 6, s. 2

15.3A.3 Within the area of common interest for the Inuit and the Naskapis referred to in paragraph 24.13.4A of Section 24 of the James Bay and Northern Québec Agreement, as amended from time to time, both the Naskapis and the Inuit shall have the rights provided for the Naskapis in paragraphs 15.3A.1 and 15.3A.2.

Compl. A. no. 1, sch. 1, s. 1

15.3A.4 Subject to the authorization of the responsible Naskapi authorities designated at paragraph 15.3A.8, the exercise of the right referred to in paragraph 15.3A.1 or 15.3A.2 may be shared with persons other than Naskapis.

Compl. A. no. 1, sch. 1, s. 1

15.3A.5 The exercise of the right to hunt for commercial purposes and of the right of keeping in captivity and husbandry of the species listed at Schedules 7 or 8 of Section 24 of the James Bay and Northern Québec Agreement, as amended from time to time, shall be subject to the obtaining of a permit, licence or other authorization issued by the responsible Québec Minister.

Any such permit, licence or other authorization shall be issued with conditions established by the Minister for a period not exceeding twelve (12) months and, in the case of the Naskapis, at a nominal fee.

Compl. A. no. 1, sch. 1, s. 1

15.3A.6 There shall be no hunting for commercial purposes in respect of a population of a species of wildlife permitted anywhere in the Territory in a given year unless the harvesting needs of the Naskapis of Québec above their interim guaranteed levels of harvesting or the guaranteed levels of harvesting that shall be established, as well as the needs of persons other than Naskapis of Québec for sport hunting in respect of such population, may be satisfied.

Compl. A. no. 1, sch. 1, s. 1

15.3A.7 Every application for a permit, licence or other authorization for hunting for commercial purposes or for keeping in captivity and husbandry of wildlife within Categories I-N, II-N or III lands in the Naskapi Sector shall be submitted to the responsible Minister of Québec, who shall transmit a copy to the Coordinating Committee indicating the conditions, if any, that he proposes to establish.

The Coordinating Committee shall assess an application principally upon the basis of the possible or probable impact of such proposed hunting for commercial purposes, keeping in captivity or husbandry upon the conservation of a species of wildlife or population of such species, upon harvesting and upon sport hunting.

The Coordinating Committee shall make recommendations to the responsible Minister with respect to such applications on the basis of its assessment.

Compl. A. no. 1, sch. 1, s. 1

15.3A.8 In the Naskapi Sector, the responsible Québec Minister may not issue any permit, licence or other authorization for commercial hunting, keeping in captivity or husbandry of wildlife without the affirmative notice in writing of

(i) the Naskapi band in the case of Category IA-N lands;

(ii) the Corporation of the Naskapi Village of Schefferville, in the case of Category IB-B lands, Category II-N lands and Category III lands within the Naskapi area of primary interest;

(iii) the Corporation of the Naskapi Village of Schefferville and Makivik Corporation, in the case of Category III lands within the area of common interest for the Inuit and the Naskapis referred to in paragraph 24.13.4A of Section 24 of the James Bay and Northern Québec Agreement, as amended from time to time.

In Category IA-N lands, the Naskapi band may establish by by-law conditions for commercial hunting, keeping in captivity or husbandry which are more restrictive than those established by the responsible Québec Minister. The same by-law powers may be exercised by the Corporation of the Naskapi Village of Schefferville in the lands referred to in subparagraph (ii).

In the lands referred to in subparagraph (iii), such by-law powers may be exercised by the Corporation of the Naskapi Village of Schefferville and the Kativik Regional Government; however, no such by-law shall have force unless adopted by each of the Corporation of the Naskapi Village of Schefferville and the Kativik Regional Government.

Compl. A. no. 1, sch. 1, s. 1

15.3A.9 All by-laws proposed pursuant to the second and third paragraphs of paragraph 15.3A.8 shall be submitted prior to adoption to the Coordinating Committee for its advice. All such by-laws shall come into force on the date that a certified copy thereof is submitted to the responsible Québec Minister who shall have the right within 90 days from reception to disallow such by-law.

This paragraph shall not be interpreted or invoked as a denial or a recognition of rights.

Compl. A. no. 1, sch. 1, s. 1

15.3A.10 The grant or existence of concessions or rights with respect to resources in the Territory shall not in themselves be considered incompatible with hunting for commercial purposes, keeping in captivity or husbandry of wildlife by the Naskapis; likewise, hunting for commercial purposes, keeping in captivity or husbandry of wildlife by the Naskapis shall not in themselves be considered incompatible with the grant or existence of concessions or rights with respect to resources in the Territory.

Compl. A. no. 1, sch. 1, s. 1

Compl. A. no. 1, sch. 1, s. 1

15.4 Coordinating Committee

15.4.1 The Coordinating Committee is required to review, manage, and in certain cases, supervise and regulate the Hunting, Fishing and Trapping Regime.

15.4.2 The Naskapi Native party shall furnish to the Coordinating Committee all information in its possession relevant to the functions of the Coordinating Committee.

15.4.3 The Coordinating Committee in its operation shall, inter alia, recognize and give due consideration to the following:

15.4.3.1) the exclusive trapping rights of the Naskapis of Québec in accordance with the provisions of this section;

15.4.3.2) the right to harvest in accordance with subsection 15.3;

15.4.3.3) the principle of conservation as defined in paragraph 15.1.3;

15.4.3.4) the principle that a minimum of control or regulations shall be applied to the Naskapis of Québec in accordance with paragraph 15.3.22;

15.4.3.5) the priority of Naskapi harvesting as defined in subsection 15.6.

15.4.4 The Coordinating Committee may submit recommendations to the responsible Minister of Québec or Canada, who shall have discretion to act upon such recommendations, concerning levels of allocation of Naskapi and non-Naskapi kills over and above guaranteed levels of harvesting established pursuant to the present section, taking into account paragraph 24.4.27 of the James Bay and Northern Québec Agreement, as amended from time to time.

15.5 Powers of authorities and governments

15.5.1 In the Category I-N lands and Category II-N lands, matters relating primarily to the protection of the wildlife resources rather than harvesting activity and hunting and fishing by non-Natives shall be solely the jurisdiction of the responsible government of Québec or Canada. Such matters of sole jurisdiction shall include, inter alia, the establishment of general quotas for the Territory, the representation of the interests of the Territory at international and inter-governmental negotiations relating to wildlife management, the regulation and management of wildlife insofar as this concerns the health of wildlife populations, the determination and protection of species requiring complete protection as referred to in paragraph 15.3.2 and the regulation and conducting of research projects related to wildlife resources.

15.5.2 In the Category I-N lands and Category II-N lands, the responsible governments of Québec and Canada shall exercise their powers with respect to matters referred to in paragraph 15.5.1 in the same manner as those powers are exercised with respect to Category III lands, namely they shall exercise those powers only upon the advice of or after consulting with the Coordinating Committee as the preferential and exclusive spokesman empowered to formulate procedures, recommendations, positions and views respecting these matters.

15.5.3 Notwithstanding the provisions of paragraphs 15.5.1 and 15.5.2, with respect to the matters referred to therein, the Naskapi local authority shall have the power to pass by-laws affecting

Category I-N lands for Native people and for non-Natives permitted to hunt and fish thereon that are more restrictive than those regulations passed by Québec or Canada, as the case may be. Furthermore, for the matters contemplated in said paragraphs 15.5.1 and 15.5.2 the regional government north of the 55th parallel of latitude shall have the power to pass by-laws, affecting Category II-N lands, that are more restrictive than those regulations passed by Québec or Canada, as the case may be, for Native people and for non-Natives permitted to hunt and fish thereon but only in as much as it will previously have received a recommendation from the Naskapi local authority for Category IB-N lands.

15.5.4 Subject to the power of the responsible government of Québec or Canada to make regulations respecting the conservation of wildlife resources, in Category I-N lands and Category II-N lands, the competent authority, as defined hereinafter, may make regulations with respect to all matters specifically referring primarily to harvesting activities and to hunting and fishing by non-Natives and not primarily referring to the management of the wildlife resource itself including:

15.5.4.1) the allocation of the general quotas established pursuant to this section among individual Naskapis and non-Natives permitted to hunt and fish;

15.5.4.2) personal and community use;

15.5.4.3) the control of facilities for sport hunting and sport fishing;

15.5.4.4) commercial fishing facilities;

15.5.4.5) research concerning Naskapi harvesting;

15.5.4.6) seasons for harvesting and non-Native hunting and fishing and bag and possession limits, provided regulations made with respect to such matters shall be more restrictive than those regulations passed by Québec or Canada, as the case may be;

15.5.4.7) harvesting methods, subject to paragraph 15.3.11;

15.5.4.8) permits and licences for the purposes of this paragraph.

NQA, par. 15.5.4
Compl. A, no. 1, sch. 1, s. 2 (subpar. 15.5.4.8)

15.5.5 All by-laws or regulations proposed pursuant to paragraphs 15.5.3 and 15.5.4 shall be submitted, prior to adoption, to the Coordinating Committee for its advice. All such by-laws or regulations shall come into effect on the date that a certified copy thereof is submitted to the responsible minister of Québec or Canada who shall have the right within ninety (90) days from such receipt to disallow such by-laws or regulations.

15.5.6 Québec undertakes to recommend to l'Assemblée nationale an amendment to the laws creating the regional government north of the 55th parallel of latitude having the effect of making the recommendations of the Naskapi local authority as foreseen in paragraphs 15.5.3 and 15.5.4 binding upon the regional government.

15.6 Priority of Naskapi harvesting

15.6.1 The responsible governments and the Coordinating Committee shall apply the principle of priority of Naskapi harvesting in the Naskapi Sector, as set forth in this subsection.

15.6.2 The principle of priority of Naskapi harvesting shall mean that in conformity with the principle of conservation and where game populations permit, the Naskapis shall enjoy interim guaranteed levels of harvesting, with respect to those species found in the Naskapi Sector, established by taking into consideration the density and the productivity of each of said species in the Naskapi Sector and the needs of the Naskapis, the whole subject to the following:

15.6.2.1) upon the approval of the present Agreement, the Naskapi Native party and Québec or Canada, according to their respective jurisdictions, shall forthwith establish by negotiation, such interim guaranteed levels of Naskapi harvesting based principally, by extrapolation, upon the results obtained with respect to the Crees, commencing with the year 1975-1976, from the research project entitled "Research to establish present levels of native Harvesting" referred to in sub-paragraph 24.6.2 a) of the James Bay and Northern Québec Agreement.

15.6.2.2) these interim guaranteed levels of harvesting shall be reviewed periodically and may be modified by agreement between the Naskapi Native party and Québec or Canada, according to their respective jurisdictions.

15.6.2.3) the said interim guaranteed levels of harvesting shall be without prejudice to the rights and obligations of the said parties in the establishment of the guaranteed levels of harvesting.

15.6.3 The principle of priority of Naskapi harvesting shall also mean that in conformity with the principle of conservation and where game populations permit, the Naskapis shall enjoy guaranteed levels of harvesting with respect to those species found in the Naskapi Sector, established by taking into consideration the density and the productivity of each of said species in the Naskapi Sector, the needs of the Naskapis and the results of a survey of the levels of Naskapi harvesting to be undertaken by Québec or Canada, according to their respective jurisdiction, using methodology similar to that used for the gathering of information for the research project referred to in subparagraph 15.6.2.1. Such survey shall be carried out, with the cooperation and participation of the Naskapis, during a period of three (3) years immediately following the Naskapis establishing their permanent residence for the purposes of the present Agreement on Category IA-N lands and shall study Naskapi harvesting during such period. The report on this survey, copies of which shall be forwarded to each of the Native parties, shall contain only a tabulation of the numerical data collected and a statistical analysis thereof. Within one (1) year of the completion of the said survey, the guaranteed levels of Naskapi harvesting shall be established by negotiation through the intermediary of the Coordinating Committee, without the normal voting procedures applying in such case.

15.6.4 The survey of the levels of Naskapi harvesting contemplated by paragraph 15.6.3 shall also study the level of Naskapi harvesting of caribou in conformity with the Hunting, Fishing and Trapping Regime.

15.6.5 The establishment of the interim guaranteed levels of harvesting and the revision of the interim guaranteed levels of harvesting, except with respect to caribou, the interim guaranteed level of

harvesting of which shall not be revised, and the establishment of the guaranteed levels of harvesting, shall be subject to the approval of the Naskapi Native party and the interested government parties.

15.6.6 Notwithstanding paragraph 15.6.2, the interim guaranteed level of Naskapi harvesting of caribou is fixed at six hundred (600).

15.6.7 The guaranteed level of Naskapi harvesting of caribou shall be established in the manner provided in paragraph 15.6.3, and shall be subject to the approval of the interested Native parties and of Québec.

15.6.8 In applying the principle of the priority of harvesting by the Naskapis of Québec in the Naskapi Sector, the responsible governments and the Coordinating Committee shall, in any given year, in allocating quotas for harvesting and quotas for hunting and fishing by other persons, or in applying other game management techniques, assure that:

15.6.8.1) if game populations permit levels of harvesting equal to the guaranteed levels established pursuant to paragraphs 15.6.2, 15.6.3, 15.6.6 and 15.6.7, the Naskapis shall have the right to harvest up to the said guaranteed levels;

15.6.8.2) in allocating wildlife resources for harvesting or for hunting and fishing by persons other than Naskapis of Québec over and above the said guaranteed levels, the harvesting needs of the Naskapis of Québec and the needs for recreational hunting and fishing by persons other than Naskapis of Québec shall be taken into account;

15.6.8.3) subject to the provisions of subparagraphs 15.6.8.1 and 15.6.8.2, there shall always be some allocations of species for sport hunting and sport fishing by persons other than the Naskapis of Québec;

15.6.8.4) if game populations do not permit levels of harvesting equal to the guaranteed levels established pursuant to paragraphs 15.6.2, 15.6.3, 15.6.6 and 15.6.7, the Naskapis of Québec shall be allocated the entire kill and may allocate a portion of this kill to other persons through recognized outfitting facilities, except in the area of common interest for the Inuit and the Naskapis where the priority of harvesting shall be shared equally by the Inuit and the Naskapis in accordance with the provisions of the present Agreement and of the James Bay and Northern Québec Agreement, as amended from time to time.

However, the principle of priority of harvesting of the Inuit and of the Naskapis shall not apply with respect to the persons who are non-signatories to the present Agreement to whom harvesting rights may be granted in virtue of paragraph 15.3.3, nor shall the harvesting rights of such non-signatories have priority with respect to the harvesting rights of the Inuit or of the Naskapis.

15.6.8.5) The principle of priority of Naskapi harvesting shall also be applied with respect to such species as may not reasonably be managed by means of quotas.

15.6.8A Notwithstanding paragraph 15.6.8, with respect to the Caribou-Zone referred to in paragraph 24.13.7B of the James Bay and Northern Québec Agreement, as amended from time to time, the Inuit and the Naskapis shall similarly share equally the priority of harvesting with respect to caribou

in accordance with the provisions of the present Agreement and of the James Bay and Northern Québec Agreement, as amended from time to time.

15.6.9 Subject to the principle of conservation and when populations of these species in the Naskapi Sector permit, the principle of priority of Naskapi harvesting shall be applied to migratory birds in a manner similar or equivalent to the procedures hereinafter set forth:

15.6.9.1) in conformity with the procedure provided in paragraph 15.6.3, the levels of harvesting of migratory birds in the Naskapi Sector shall be established;

15.6.9.2) such levels of harvesting of migratory birds in the Naskapi Sector shall be combined with the levels of non-Native hunting of such birds in the Naskapi Sector to establish the total kill in the Naskapi Sector;

15.6.9.3) based upon the total kill figures for each migratory bird population in the Naskapi Sector and the total kill in the Territory for each migratory bird population, there shall be a determination of the percentage of the total kill of each population being taken in the Naskapi Sector;

15.6.9.4) this percentage figure shall constitute a guaranteed level so that in any given year the Naskapi Sector would be guaranteed at least the same percentage of the total kill in the Territory of each population hunted or harvested;

15.6.9.5) within the Naskapi Sector itself, the principle of priority of Naskapi harvesting shall apply to the allocation of quotas or use of other management techniques in such a way as to ensure that the Naskapis of Québec are guaranteed a harvest based on the levels of harvesting of migratory birds established in conformity with subparagraph 15.6.9.1;

15.6.9.6) in any given year when migratory bird populations permit for the Naskapi Sector a kill higher than the levels established pursuant to subparagraph 15.6.9.1 the Naskapis of Québec shall be allowed a kill equal to the levels established pursuant to subparagraph 15.6.9.1 and the remainder of the permissible kill for the Naskapi Sector shall be divided in such a way as to ensure primarily the continuance of the traditional pursuits of the Naskapis of Québec and secondarily so that persons other than Naskapis may satisfy their needs for recreational hunting;

15.6.9.7) in any given year when the migratory bird populations permit a kill for the Naskapi Sector lower than the levels established pursuant to subparagraph 15.6.9.1, the entire kill for the Naskapi Sector shall be allocated to the Naskapis of Québec, who shall have the right in turn to allocate a portion of this kill to hunting by persons other than Naskapis through recognized outfitting facilities, except in the area of common interest for the Inuit and the Naskapis where the priority of harvesting shall be shared equally by the Inuit and the Naskapis in accordance with the provisions of the present Agreement and of the James Bay and Northern Québec Agreement, as amended from time to time.

15.6.9.8) this guarantee shall not operate to endanger migratory bird populations;

15.6.9.9) this guarantee in itself shall not operate to prohibit or reduce hunting of migratory birds elsewhere in the flyway or in Canada.

15.7 Species reserved for Native people

15.7.1 The rights of the Naskapis of Québec set forth in Sub-Section 24.7 of the James Bay and Northern Québec Agreement, as amended from time to time, shall be subject to the other provisions of the Hunting, Fishing and Trapping Regime.

15.8 Hunting and fishing by persons other than Naskapis

15.8.1 Non-Native persons have the right to hunt and fish in Category III lands in the Naskapi Sector subject to the provisions of this section and other applicable laws and regulations, but such hunting and fishing shall be restricted to sport hunting, to sport fishing and to commercial fishing in Category III lands in the Naskapi Sector.

In addition, non-Native persons may hunt for commercial purposes, keep in captivity wildlife and conduct husbandry activities where provided in this section.

NQA, par. 15.8.1
Compl. A. no. 1, sch. 1, s. 3

15.8.2 The Naskapis of Québec shall have the exclusive right to hunt and fish within Category I-N lands and Category II-N lands and, under reserve of the rights specified in paragraph 15.8.4, persons other than Naskapis shall not have the right to hunt and fish therein. These persons other than Naskapis may hunt and fish with the express authorization of, and upon the terms and conditions established by, the Naskapi local authority. The exclusive rights provided for in this paragraph shall be strictly respected and enforced by the responsible governments in the Territory.

The Naskapi local authority may permit residents of Québec of Naskapi of Québec ancestry who are not eligible under the present Agreement, but who traditionally hunt, fish and trap in the Naskapi Sector, to exercise the right to harvest solely for personal purposes in Category I-N lands and Category II-N lands. Persons so authorized shall in no event be counted for purposes of allocating quotas to the Naskapis of Québec.

15.8.3 Persons other than Naskapis authorized to hunt and fish pursuant to paragraph 15.8.2 shall be subject to all applicable laws and regulations of Québec and Canada and all applicable local and regional government by-laws and regulations.

15.8.4 Non-Natives who meet the residency requirements established for the purposes hereof by the Naskapi local authority shall be permitted to sport hunt and sport fish within Category I-N lands and Category II-N lands in which they are resident. Such non-Natives shall be subject to all applicable laws and regulations of Québec and Canada and all applicable local and regional government by-laws and regulations.

15.8.5 Notwithstanding the provisions of paragraph 15.8.4, in the case of unusual or large influxes, for whatever reason, of non-Natives into the Category I-N lands or Category II-N lands, the Naskapi local authority may determine whether and upon what terms and conditions such non-Natives will be permitted to sport hunt and sport fish.

15.8.6 A control shall be exercised by the responsible governments and the Coordinating Committee over the number of non-Natives permitted to sport hunt and sport fish in Category III lands in the

Naskapi Sector and over the places in said Category III lands and over the times where they may sport hunt and sport fish with a view to giving effect to the principle of conservation and the rights and guarantees in favour of the Native people established by the Hunting, Fishing and Trapping Regime.

15.8.7 The use of outfitting facilities shall be considered as a principal means of controlling sport hunting and sport fishing activities in the Naskapi Sector. However, in the Naskapi area of primary interest, all requirements imposed in the application of the present section concerning the use of outfitting facilities shall not apply to residents of the Naskapi Sector unless the responsible minister decides otherwise.

15.8.8 Over and above other available means of controlling the numbers of non-Natives permitted to sport hunt and sport fish in the Naskapi area of primary interest and the places and times where and when they may sport hunt and sport fish and subject to paragraphs 15.8.7 and 15.8.9, Québec shall endeavor, to the extent that outfitting facilities are available, to require non-Natives hunting and fishing to use such facilities. Such requirements shall provide, to the extent deemed feasible, that non-Native hunters and fishermen be accompanied by Naskapi guides.

15.8.9 Subject to paragraph 15.8.7, in the event that Québec establishes in the Naskapi Sector requirements pursuant to paragraph 15.8.8, such requirements shall be imposed in the following order:

15.8.9.1) upon non-residents of Québec;

15.8.9.2) if further deemed necessary, upon persons residing in Québec south of the 50th parallel of latitude;

15.8.9.3) if further deemed necessary, upon persons residing in Québec north of the 50th parallel of latitude.

15.8.10 The Hunting, Fishing and Trapping Regime shall apply in full to all residents of the Naskapi Sector. The responsible minister, after consulting the Coordinating Committee, shall take into account the Hunting, Fishing and Trapping Regime and shall also take into account the non-Naskapi residents of the Naskapi Sector in the formulation and recommendation of measures concerning their sport hunting and sport fishing activities in the Naskapi area of primary interest. These measures may include the creating of special fishing zones, as well as big game hunting zones in the Naskapi area of primary interest, in order to reduce conflicts between Native harvesting and sport hunting and sport fishing by these persons other than Naskapis, for whom quotas shall be provided, and in these special zones paragraphs 15.8.8 and 15.8.9 shall not apply.

15.8.11 In that part of the Naskapi area of primary interest south of the 55th parallel of latitude, the Hunting, Fishing and Trapping Regime applies but, notwithstanding the provisions of paragraph 15.7.1, in said part of the Naskapi area of primary interest persons other than Naskapis residing in the said part of the Naskapi area of primary interest are authorized to sport fish all species of fish.

15.8.12 When the Coordinating Committee determines that the presence in the Naskapi Sector of temporary labour forces or a given temporary labour force involved in construction and related work may affect the Hunting, Fishing and Trapping Regime, including the application of the principle of conservation and the rights and guarantees in favour of the Naskapis established by the Hunting, Fishing and Trapping Regime, Québec shall make regulations concerning the controls and rules to apply

to the sport hunting and sport fishing activities of such temporary labor forces. The Coordinating Committee shall be involved in the establishment and review of such controls and rules and supervise the procedures concerning the implementation and enforcement thereof.

Such controls and rules shall include inter alia the designation of specific locations in the Naskapi Sector or specific facilities which shall be used by such labour forces for the purpose of sport hunting and sport fishing. The Coordinating Committee shall be entitled to receive all information necessary for the proper exercise of its functions pursuant to this paragraph and established by such regulations.

15.9 Outfitting regime

15.9.1 The outfitting regime in Category III lands in the Naskapi Sector is the outfitting regime for Category III lands set forth in Sub-Section 24.9 of the James Bay and Northern Québec Agreement, as amended from time to time. Nevertheless, the right of first refusal shall not apply to renewals or transfers of outfitting facilities presently existing in zone 0-4 established in virtue of Québec Order in Council 2399-75.

15.9.2 The Naskapis shall have the exclusive right to establish and operate outfitting facilities within Category I-N lands and Category II-N lands. The establishment and operation of outfitting facilities within Category I-N lands and Category II-N lands by persons other than Naskapis are subject to the express consent of the Naskapi local authority.

15.9.3 Persons other than Naskapis, including governments, presently operating as outfitters within Category I-N lands and Category II-N lands may continue to operate at the discretion of the Naskapi local authority, subject to the conditions hereinafter set forth:

15.9.3.1) the Naskapi local authority shall have the right to require such outfitters to cease operations within Category I-N lands and Category II-N lands at the expiry of the delay of at least two (2) years specified in a written notice sent by said local authority to such outfitter. Such notice shall not be given during an operating season;

15.9.3.2) within two (2) years following the approval of the present Agreement, the Naskapi local authority shall decide which of such outfitters shall be required to cease their operations in Category I-N lands or Category II-N lands and which of such outfitters shall be permitted to continue to operate therein and, in the latter case, upon what terms and conditions;

15.9.3.3) such outfitters permitted to continue their operations in Category I-N lands or Category II-N lands, as determined pursuant to subparagraph 15.9.3.2, shall have the right to continue to operate on the terms and conditions established for a period of not less than five (5) years nor more than nine (9) years from the date that such outfitters are notified of such a decision, and upon the termination of the said period such outfitters shall cease their operations in Category I-N lands or in Category II-N lands unless the Naskapi local authority agrees to permit them to continue such operations for a further period;

15.9.3.4) the Coordinating Committee shall supervise the procedures for the relocation of such outfitters required to cease their operations in Category I-N lands or in Category II-N lands;

15.9.3.5) the Naskapis shall have the right to decide whether or not they wish to operate in place of an outfitter required to cease his operation in Category I-N lands or in Category II-N lands in accordance with the following:

A) if the Naskapis decide to operate in place of such an outfitter they shall not be required to operate outfitting services of the same nature or scale but shall be permitted to enlarge, diminish or modify such services as they deem appropriate;

B) if the Naskapis wish to use all or part of the facilities of such an outfitter they shall purchase such outfitting assets belonging to him as they may wish. In the event that all such assets are not purchased by the Naskapis, such outfitter may remove his remaining assets and shall be compensated forthwith by Québec, and not by the Naskapis, in accordance with the rights, if any, contained in the permits, leases or agreements in virtue of which such outfitter operated. All such assets not purchased by the Naskapis and not removed by the outfitter within a period of two (2) years shall thereafter be considered abandoned by such outfitter to Québec;

C) in the event that the Naskapis decide to require government owned or operated outfitting facilities to cease operations, such facilities shall be transferred, gratuitously by the government to the Naskapi band, provided no transfers may be made by the government to individuals;

15.9.3.6) notwithstanding the right of first refusal for outfitting facilities granted to the Crees, the Inuit and the Naskapis by paragraph 24.9.3 of the James Bay and Northern Québec Agreement, as amended from time to time, outfitters required to cease operations in Category I-N lands or in Category II-N lands pursuant to paragraph 15.9.3 and who wish to relocate in Category III lands shall have the preferential right to select sites and facilities subject to the approval of the Coordinating Committee. Such preferential rights shall not be accorded to a government owning or operating an outfitting facility;

15.9.3.7) outfitters required to cease operations in Category I-N lands or in Category II-N lands after having been allowed to operate by the Naskapis pursuant to paragraph 15.9.3 shall be compensated by Québec to the extent of their rights, if any, contained in the permits, leases or agreements in virtue of which they operated, but such compensation shall be limited to the value of the outfitting facilities in existence at the time of the approval of the present Agreement.

15.10 Enforcement of regime

15.10.1 To the extent possible, Naskapis shall be included among the persons charged with enforcing the Hunting, Fishing and Trapping Regime.

15.10.2 To give effect to and provide adequate enforcement of the Hunting, Fishing and Trapping Regime, in the Naskapi Sector, Québec and Canada shall provide for the training of a sufficient number of Naskapis as conservation officers. To give effect to the foregoing Québec and Canada shall modify, when necessary, the criteria required for acceptance as a trainee and establish and fund special facilities, courses and training programs.

15.10.3 Naskapis duly qualified as conservation officers shall be empowered by Québec or Canada, as the case may be, to act as Québec conservation officers, game officers under the Migratory Birds

Convention Act, fisheries officers under the Fisheries Act and such other similar enforcement officers which may from time to time be provided for under applicable laws.

15.11 Environmental protection

15.11.1 The rights and guarantees of the Naskapis established by and in accordance with the Hunting, Fishing and Trapping Regime shall be guaranteed, protected and given effect to with respect to environmental and social protection by and in accordance with the applicable environmental and social protection regime.

15.12 Definitions of Territory and Naskapi Sector

15.12.1 In this section, the word "Territory" is that defined in paragraph 24.12.1 of the James Bay and Northern Québec Agreement.

15.12.2 The "Naskapi Sector" is that portion of the Territory comprising the Category I-N lands, the Category II-N lands and a part of Category III lands, the whole as shown on the map attached as schedule 1 to this section.

15.13 Areas of primary and common interest

15.13.1 For the purposes of this section, the areas of primary and common interest of the Crees, the Inuit and the Naskapis shall be as set forth in Sub-Section 24.13 of the James Bay and Northern Québec Agreement, as amended from time to time.

15.13.2 The Naskapis of Québec shall have the rights provided for in this section in their area of primary interest and in the area of common interest for the Inuit and the Naskapis. Outside of these areas, they shall have only the rights expressly specified in Section 24 of the James Bay and Northern Québec Agreement, as amended from time to time, subject to the restrictions contemplated in sub-paragraph 24.13.5 c) of the James Bay and Northern Québec Agreement, as amended from time to time.

15.14 Migratory birds

15.14.1 The Hunting, Fishing and Trapping Regime shall apply to migratory birds.

15.14.2 Within its responsibility for the management of migratory bird populations, Canada shall forthwith upon the approval of the present Agreement endeavor to obtain a modification or amendment to the Migratory Birds Convention and/or to the application of the said Convention in and to the Territory or to the Native people in the Territory to eliminate to the extent possible all conflicts with the Hunting, Fishing and Trapping Regime and in particular, subject to the principle of conservation, to eliminate to the extent possible any conflict with the right of the Native people to harvest at all times it being the position of Canada, that on the contrary, the said Convention and the said Act do apply to the Native people. Subject to the provisions of the present Agreement the Native people may avail themselves of any right or recourses, if any, in respect to migratory birds which they may have after the coming into force of the present Agreement.

15.15 Amendment clause

Except as otherwise provided for in this section, the provisions of this section may be amended with the consent of Québec and the interested Native party in matters within the jurisdiction of Québec and with the consent of Canada and the interested Native party in matters within the jurisdiction of Canada.

Legislation giving effect to such amendment, if required, shall be enacted by l'Assemblée nationale in matters within the jurisdiction of Québec, and by Parliament in matters within the jurisdiction of Canada.

Annex 1

See plan no. 10 (complementary Documents) : **SECTEUR POUR LES NASKAPI**

SECTION 16

Compensation and Taxation

16.1 Compensation

16.1.1 Canada and Québec, each in the amount and as provided in this section, shall pay a total amount of six million dollars ($6,000,000) as monetary compensation to the Naskapis of Québec. Québec's share, in whole or in part, may be paid by any corporation designated by Québec.

16.1.2 The said total amount of six million dollars ($6,000 000) shall be divided in two (2) equal amounts for the purposes of this section and referred to as the first $3,000,000 and the second $3,000,000 respectively.

16.1.3 The payment of both the first $3,000,000 and the second $3,000,000 shall be made to the Naskapis of Québec by payments to the Corporation referred to in section 17.

16.1.4 The obligation to pay the first $3,000,000 to the Naskapis of Québec shall be assumed as follows:

Québec: $1,689,990

Canada: $1,310,010

16.1.5 Subject to subsection 2.6 and the trust arrangements specified in paragraph 9.1.2, Canada's portion of the first $3,000,000, namely the amount of $1,310,010, shall be paid to the Naskapis of Québec within two (2) months after the approval of the present Agreement, and until paid, shall bear interest calculated monthly from the date of the execution of the present Agreement, at the average prime-rate of Canadian chartered banks in effect from time to time, and Québec's portion of the first $3,000 000, namely the amount of $1,689,990, shall be paid to the Naskapis of Québec according to schedule 1 to this section.

16.1.6 The second $3,000,000 shall be paid to the Naskapis of Québec by la Société d'énergie de la Baie James or by la Commission hydroélectrique de Québec (Hydro-Québec), or by both. Canada shall not be obliged to pay any part of the second $3,000,000.

16.1.7 The second $3,000,000 shall be paid to the Naskapis of Québec by payments calculated with reference to installed generating capacity of hydro-electric generating stations built in the Territory and north of the forty-ninth (49th) parallel of latitude after the execution of the James Bay and Northern Québec Agreement.

16.1.8 No payment shall be made, and the Naskapis of Québec shall not be entitled to claim any compensation, with respect to installed generating capacity of hydro-electric generating stations built in the Territory prior to the execution of the James Bay and Northern Québec Agreement.

16.1.9 A fixed sum of twenty dollars ($20) per megawatt per year of installed hydro-electric generating capacity as contracted for by la Société d'énergie de la Baie James or by la Commission hydroélectrique de Québec (Hydro-Québec), or by both, and as indicated on the name plate of each installed turbine-generator, shall be payable to the Naskapis of Québec on account of the second $3,000,000, one year after each turbine-generator has been in commercial operation and yearly thereafter until full payment

of the second $3,000,000. La Société d'énergie de la Baie James or la Commission hydroélectrique de Québec (Hydro-Québec), or both, shall notify the payee which is to receive the compensation on behalf of the Naskapis of Québec of the date each of such turbine-generators enters into commercial operation.

16.1.10 The determination of when a turbine-generator becomes a commercial operation shall be established according to the present accounting principles of la Société d'énergie de la Baie James or la Commission hydroélectrique de Québec (Hydro-Québec), or of both.

16.1.11 The payments on account of the second $3,000,000 determined in accordance with paragraph 16.1.9 shall be, with respect to all turbine-generators installed in the Territory and north of the forty-ninth (49th) parallel of latitude after the execution of the James Bay and Northern Québec Agreement, and which have entered into commercial operation, payable quarterly on the 31st of March, the 30th of June, the 30th of September and the 31st of December, as follows:

16.1.11.1) the payment to be made on the 31st of March shall include the sum payable for all such turbine-generators that have entered into commercial operation in January, February and March of all previous years since the execution of the James Bay and Northern Québec Agreement;

16.1.11.2) the payment to be made on the 30th of June shall include the sum payable for all such turbine-generators that have entered into commercial operation in April, May and June of all previous years since the execution of the James Bay and Northern Québec Agreement;

16.1.11.3) the payment to be made on the 30th of September shall include the sum payable for all such turbine-generators that have entered into commercial operation in July, August and September of all previous years since the execution of the James Bay and Northern Québec Agreement;

16.1.11.4) the payment to be made on the 31st of December shall include the sum payable for all such turbine-generators that have entered into commercial operation in October, November and December of all previous years since the execution of the James Bay and Northern Québec Agreement.

16.1.12 The payments on account of the second $3,000,000 to be made pursuant to paragraphs 16.1.9 and 16.1.11 shall be paid in full within the following periods:

16.1.12.1) no later that the 31st of December 1996 if only Le Complexe La Grande (1975) or part thereof is constructed; or

16.1.12.2) if at any time after a period of twelve and a half (12½) years from the date of the first payment and prior to the 31st of December 1996 at least five thousand (5,000) megawatts of installed generating capacity other than Le Complexe La Grande (1975), exclusive of Laforge 1 (LA 1) and Eastmain 1 (EM 1), is installed in the Territory and north of the forty-ninth (49th) parallel of latitude and if such installed generating capacity has been in commercial operation for a period of more than one year, then any balance of the second $3,000,000 will become payable at the next payment date.

16.1.13 Notwithstanding paragraph 16.1.6, in the event that no turbine-generator has been put into commercial operation in the Territory and north of the forty-ninth (49th) parallel of latitude between the date of the execution of the James Bay and Northern Québec Agreement and the 31st of December

1986, Québec shall pay the second $3,000,000 or any part thereof otherwise payable by la Société d'énergie de la Baie James or by la Commission hydroélectrique de Québec (Hydro-Québec), or by both, in ten (10) equal annual payments payable on the 31st of December of each year commencing on the 31st of December 1987. In such event, la Société d'énergie de la Baie James and la Commission hydroélectrique de Québec (Hydro-Québec) shall be released of their obligation to pay the second $3,000,000 otherwise payable in virtue of the preceding paragraphs 16.1.6 through 16.1.12.

16.2 Compensation for future development

16.2.1 The Naskapis of Québec forever and absolutely renounce any and all claims, if any, past, present, or future, against Québec with respect to royalties, mining duties, taxes or equivalent or similar benefits and revenues, derived and resulting from development and exploitation in the Territory.

16.2.2 In full and final consideration of the absolute renunciation by the Naskapis of Québec stipulated in the preceding paragraph, Québec shall pay to the Naskapis of Québec an additional amount of three million dollars ($3,000,000) in the manner hereinafter set forth, and hereinafter referred to as the third three million dollars ($3,000,000).

16.2.3 Québec shall pay to the Corporation referred to in section 17 the third $3,000,000 by way of the issuance and delivery over a four-year period of $3,000,000 aggregate principal amount of Province of Québec debentures to be issued in five (5) series of $600,000 each. Each series shall be dated as of February 1, in each of the years 1978, 1979, 1980, 1981 and 1982, shall mature twenty (20) years from February 1, 1978, 1979, 1980, 1981 and 1982 respectively, shall bear interest from February 1, 1978, 1979, 1980, 1981 and 1982, respectively, notwithstanding their actual date of issue, and shall have the following characteristics:

16.2.3.1) the debentures shall be direct obligations of Québec and a charge as to principal and interest on the consolidated revenue fund of Québec;

16.2.3.2) the holder of debentures so issued may elect that all or part of the debentures of each series held by it mature at par on the tenth or fifteenth anniversary dates of each respective issue upon not less than six (6) months nor more than twelve (12) months prior notice in each case;

16.2.3.3) principal and half-yearly interest in arrears shall be payable in lawful money of Canada;

16.2.3.4) the debentures will be issued in fully registered form in the usual denominations of Québec debentures;

16.2.3.5) the debentures shall not be transferable, except as between the Corporation and any other legal entity contemplated in section 17. Notwithstanding the foregoing, the registered holder may assign payment of the principal on the debentures before maturity jointly to the registered holder and to a chartered bank or caisse populaire;

16.2.3.6) the debentures shall not be redeemable by Québec prior to maturity and no sinking fund shall be created for their payment.

In all other respects the debentures will contain all the usual features of long-term public issues of Québec debentures made on the Canadian market.

16.2.4 The rate of interest on each series of debentures shall be equal to the yield on the date of each series (February 1, 1978, 1979, 1980, 1981 and 1982) of similar issues of Québec debentures made on the Canadian market. Such rate shall be determined by a designated representative of the Ministère des Finances du Québec in consultation with one designated representative from the Naskapis of Québec.

16.2.5 The debentures issued as provided above shall be delivered without cost to the Corporation referred to in section 17.

16.2.6 Any series of said debentures dated prior to the creation of the Corporation referred to in section 17 shall be delivered within thirty (30) days of the date of the creation of the Corporation together with accrued interest if the delivery is made subsequent to an interest payment date and interest on any accrued interest from the date of such interest payment date. The Naskapis of Québec shall not be entitled to receive, retain or use the said interest prior to the delivery of the debentures to the said Corporation.

16.3 Interest

16.3.1 The first payment of four hundred and fifty thousand six hundred and sixty nine dollars and sixty three cents ($450,669.63), referred to in schedule 1 to this section, shall bear interest from the date of execution of the present Agreement to the date such first payment is made, calculated semi-annually at the average prime rate of Canadian chartered banks in effect from time to time. The Naskapi Native party, for the benefit of the Naskapis of Québec, shall also be entitled to interest on any overdue interest at the same average prime rate.

16.3.2 Québec shall not be obliged to pay any interest on any sum deposited in trust pursuant to the provisions of paragraph 9.1.2 from the date of any such deposit. In calculating the amount of interest payable pursuant to the provisions of paragraph 16.3.1, the sum to be loaned to the Naskapi native party, for the benefit of the Naskapis of Québec, in virtue of paragraph 16.5.1 shall be deducted, from the date of said loan, from the capital amount of four hundred and fifty thousand six hundred and sixty nine dollars and sixty-three cents ($450,669.63) on which interest would otherwise be due.

16.4 Cost of negotiations

16.4.1 Canada and Québec shall pay for the benefit of the Naskapi band, the members thereof and the Naskapis of Québec, in respect to the costs of the negotiation of the present Agreement including any related or accessory costs, the sum of six hundred and fifty thousand dollars ($650,000). The said sum shall be paid to the Naskapi band acting through its council. The obligation to pay the said sum shall be assumed as follows:

Québec: $375,000

Canada: $275,000

Canada shall pay the said amount of two hundred and seventy-five thousand dollars ($275,000) within two (2) months after the approval of the present Agreement, and Québec shall pay the said amount of

three hundred and seventy-five thousand dollars ($375,000) within two (2) months of the coming into force of the present Agreement as provided for in subsection 2.5. Upon the said amounts being paid, each and all the parties to the present Agreement shall ipso facto be fully and forever released by the Naskapi band, the members thereof and the Naskapis of Québec from any and all claims of any nature whatsoever concerning the costs of the negotiation of the present Agreement, including any related or accessory costs.

16.4.2 Québec and Canada, having examined the accounts rendered by the Grand Council of the Crees (of Québec) and the Northern Québec Inuit Association in connection with the costs of the negotiation of the present Agreement and Complementary Agreement No.1 to the James Bay and Northern Québec Agreement and of the costs related or accessory thereto, and being satisfied with the said accounts shall pay the following amounts in respect of the said costs:

to the Grand Council of the Crees (of Québec) for the benefit of the James Bay Crees: $150,000;

to the Northern Québec Inuit Association for the benefit of the Inuit of Québec and the Inuit of Port Burwell: $150,000.

The said amounts shall be paid as follows:

Canada and Québec shall on or before April 30, 1978, effect interest free loans of one hundred and fifty thousand dollars ($150,000) to the Grand Council of the Crees (of Québec) and to the Northern Québec Inuit Association. The obligation to effect the said loans shall be assumed as follows:

Québec: $112,500 to each

Canada: $37,500 to each

The said loans shall be forgiven in favour of the Grand Council of the Crees (of Québec) upon the Grand Council of the Crees (of Québec) executing on its own behalf, on behalf of the James Bay Crees and on behalf of the Cree Bands of Fort George, Old Factory, Eastmain, Rupert House, Waswanipi, Mistassini, Nemaska and Great Whale River, a full and final release in favour of each and all of the parties to the present Agreement and to Complementary Agreement No.1 to the James Bay and Northern Québec Agreement with respect to the abovementioned costs and in favour of the Northern Québec Inuit Association executing on its own behalf, on behalf of the Inuit of Québec and on behalf of the Inuit of Port Burwell a full and final release in favour of each and all the parties to the present Agreement and to Complementary Agreement No.1 to the James Bay and Northern Québec Agreement with respect to the abovementioned costs.

16.5 Financing during the transitional period

16.5.1 Québec undertakes that, forthwith upon the approval of the present Agreement, it will advance two hundred and twenty thousand dollars ($220,000) of the amount of four hundred and fifty thousand six hundred and sixty nine dollars and sixty three cents ($450,669.63) to be paid by Québec as the first payment indicated in schedule 1 to this section in the form of an interest free loan to the Naskapi Native party, for the benefit of the Naskapis of Québec, to permit the Naskapi Native party to participate in and act in consequence of the measures provided for in the present Agreement during the Transitional Period. In consequence, Québec shall deposit in trust, pursuant to paragraph 9.1.2, only the sum of two

hundred and thirty thousand six hundred and sixty nine dollars and sixty three cents ($230,669.63) in respect of the first payment to be made by Québec on account of Québec's portion of the first $3,000,000.

16.5.2 The Naskapis of Québec shall repay their loan to Québec upon the present Agreement coming into force and concurrently with Québec paying to the Naskapis of Québec, the amounts due under the provisions of subsection 16.1 and 16.2 and the cost of negotiations provided for in subsection 16.4.

In case the present Agreement does not come into force, the said loan shall be forgiven.

16.5.3 The interested parties agree to execute any documents required to give effect to this subsection.

Annex 1

Québec's portion of the first $3,000,000: $1,689,990

Period of Payment: ten (10) years

The said amount of $1,689,990 shall be paid over a period of ten (10) years in the following manner:

June 15, 1978		$450,669.63
March 15, 1979		$360,525.57
March 15, 1980		$315,470.43
March 15, 1981		$157,726.77
March 15, 1982		$67,599.60
March 15, 1983		$67,599.60
March 15, 1984		$67,599.60
March 15, 1985		$67,599.60
March 15, 1986		$67,599.60
March 15, 1987		$67,599.60
	Total	1 689 990.00 $

SECTION 17

Naskapi Legal Entities

17.0 For the purposes of this section, the term "legal entity" shall mean a corporation or a non-corporate body.

17.1 The compensation payable to the Naskapis of Québec for their exclusive use and benefit, pursuant to the provisions of subsections 16.1 and 16.2 (referred to herein as the "Compensation"), shall be paid to a corporation incorporated by a Special Act of l'Assemblée nationale as a non-profit organization without pecuniary gain to its members (herein referred to as the "Corporation"). The Corporation may be a foundation.

17.2 The Corporation shall be under the effective control of the Naskapis of Québec. All the Naskapis eligible pursuant to the criteria established in section 3 and no other persons shall be members of the Corporation. The qualifications for being eligible to vote for, and to hold office as, a director shall be as set forth in the Special Act referred to in subsection 17.1. This Special Act shall contain the relevant restrictions specified in subsection 20.28.

17.3 The Corporation shall have its head office in Québec, at a place determined by the Naskapis of Québec until the Category IA-N lands have been set aside in accordance with the provisions of section 20, and thereafter, at the option of the Naskapis of Québec, on Category IA-N lands or on Category IB-N lands, and Québec and Canada shall pay the Compensation as same becomes due to the Corporation at the said head office or to its account at such other place as Québec and the Corporation may from time to time agree upon.

17.4 The purposes for which the Corporation shall be incorporated are the following:

17.4.1 the reception, administration and investment of the Compensation payable to the Naskapis of Québec pursuant to the provisions of the present Agreement;

17.4.2 the relief of poverty, the promotion of the general welfare and the advancement of the education of the Naskapis of Québec;

17.4.3 the development and the civic and other improvement of the Naskapi community contemplated by section 20.

17.5 The Corporation shall have, among other powers set forth in the Special Act of incorporation, the powers:

17.5.1 to use or to transfer to one (1) or more wholly-owned holding or venture capital corporations to be incorporated, either by Special Act of l'Assemblée nationale or under Québec laws of general application, not more than twenty-five percent (25%) of the compensation referred to in subsection 16.1 received by the Corporation, for the following purposes:

17.5.1.1) to assist in the creation, financing or development of businesses, resources, properties and industries of the Naskapis of Québec;

17.5.1.2) to initiate, expand and develop opportunities for the Naskapis of Québec to participate in the economic development of the Naskapi community contemplated by section 20 through the application of their skills and capital; and

17.5.1.3) to invest in the securities of any corporation owning property or carrying on business directly related to the economic or other interests of the Naskapis of Québec;

17.5.2 to use, exclusively for educational, community and other charitable activities of the Naskapis of Québec, or to transfer for such purposes to one (1) or more wholly-owned or wholly controlled corporations to be incorporated, either by Special Act of l'Assemblée nationale or under Québec laws of general application, or to some form of wholly-owned or wholly-controlled non-corporate legal entity with the approval of the Lieutenant-Governor in Council, any amount which, when added to the amount transferred or used pursuant to paragraph 17.5.1 shall not aggregate more than twenty-five percent (25%) of the compensation referred to in subsection 16.1 received by the Corporation;

17.5.3 to invest directly itself or in whole or in part through one (1) or more wholly-owned corporation to be incorporated, either by Special Act of l'Assemblée nationale or under Québec laws of general application, the balance of the compensation referred to in subsection 16.1, which, for the periods stipulated in subsection 17.8, shall be not less than seventy-five percent (75%) or fifty percent (50%), respectively, of the compensation referred to in subsection 16.1 received by the Corporation, in investments described in schedule 1 to this section and thereafter, subject to the provisions of subsection 17.7, as it deems appropriate and to use the revenues from such investments to support in any way judged appropriate any activities, whether social, community, business or otherwise, of the Naskapis of Québec.

17.6 Furthermore, the said Special Act shall stipulate that after twenty (20) years from the coming into force of the present Agreement, subject always to subsection 17.7, no restrictions as to the investment, use or transfer of the Compensation or revenues therefrom shall exist either for the Corporation or any of the corporations or legal entities to which the whole or any part of the Compensation or the revenues therefrom has been transferred.

17.7 In furtherance of the powers of the Corporation and the other legal entities herein contemplated or afterwards created, and subject to the restrictions herein contained, the Compensation and the revenues therefrom may be used only for community purposes, other undertakings of general benefit to the Naskapis of Québec, or may be set aside for the Naskapi community contemplated by section 20, to be used for the benefit of the Naskapis of Québec residing therein, and furthermore the Corporation and any other legal entities contemplated hereby or afterwards created shall not distribute their assets in any manner whatsoever to, or pay dividends or make gifts to, or otherwise benefit, any individual as distinct from the collectivity of Naskapis.

17.8 During the ten (10) year period following the coming into force of the present Agreement not less than seventy-five percent (75%), and during the ten (10) year period next following not less than fifty percent (50%), of the compensation referred to in subsection 16.1 received by the Corporation shall be invested directly by the Corporation or through one (1) or more wholly-owned corporations in investments permitted under schedule 1 to this section.

17.9 The charter of the Corporation and any instrument of creation or establishment of any other legal entity herein contemplated or afterwards created shall respectively provide:

17.9.1 that its board of directors or of management, as the case may be, shall be composed of eight (8) members of the Corporation and, for a period of ten (10) years from the date of the coming into force of the present Agreement, two (2) representatives appointed by Québec and one (1) representative appointed by Canada, after consultation with the Naskapi directors. The representatives of Québec and Canada need not be members of the Corporation;

17.9.2 that not less than seven (7) days prior notice must be given in respect of any meeting of its board of directors or management;

17.9.3 that the members of its board of directors or of management shall be elected for a term of two (2) years; one-half of the first members elected shall serve for one (1) year, with the first board members having such abbreviated terms of office being chosen by the drawing of lots at the first meeting of its board of directors or of management. The provisions of this paragraph shall not apply to the representatives appointed by Québec and Canada.

17.10 Québec and Canada shall assume the responsibility for the remuneration and the expenses of their respective representatives appointed pursuant to paragraph 17.9.1.

17.11 No voluntary winding-up or dissolution of the Corporation shall take place, and, subject to the provisions of the Bankruptcy Act, no involuntary winding-up or dissolution of the Corporation shall take place, without the prior approval of the Lieutenant-Governor in Council of the plan of distribution of the assets of the Corporation after discharging its liabilities.

17.12 For a period of twenty (20) years from the date of the coming into force of the present Agreement, any application to Québec by the Naskapis of Québec for a Special Act of incorporation and/or for an incorporation pursuant to the laws of Québec of general application, in respect to a corporation contemplated by this section, may be made only by instrument setting forth all the powers and provisions requested, and no such application may be made without the Naskapis of Québec having received the prior consent of Canada to such powers and provisions.

17.13 For a period of twenty (20) years from the constitution of the Corporation and/or of the other legal entities herein contemplated or afterwards created, any application for amendment to any such Special Act and/or for supplementary letters patent, by the Naskapis of Québec may be made only after having received the prior consent of Canada.

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

Annex 1

a) Bonds or other evidences of indebtedness issued or guaranteed by the government of Québec, of Canada or a province of Canada, of the United States of America or of any such states, by the International Bank of Reconstruction and Development, by a municipal or school corporation in Canada, or by a fabrique in Québec;

b) bonds or other evidences of indebtedness issued by a public authority having as its object the operation of a public service in Canada or any province thereof and entitled to impose a tariff for such service;

c) bonds or other evidences of indebtedness secured by the transfer to a trustee of an undertaking by Canada or any province of Canada to pay sufficient subsidies to meet the interest and principal at their respective maturities;

d) the bonds, debentures or other evidences of indebtedness of a corporation that are fully secured by a mortgage, charge or hypothec to a trustee or to the Corporation upon any, or upon any combination, of the following assets:

i) real estate or leaseholds;

ii) the plant or equipment of a corporation that is used in the transaction of its business; or

iii) bonds, debentures or other evidences of indebtedness or shares, of a class authorized hereunder as investments, or cash balance, if such bonds, debentures or other evidences of indebtedness, shares or cash balances are held by a trustee; and the inclusion, as additional security under the mortgage, charge or hypothec, of any other assets not of a class authorized hereunder as investments shall not render such bonds, debentures or other evidences of indebtedness ineligible as an investment;

e) obligations or certificates issued by a trustee to finance the purchase of transportation equipment for a corporation incorporated in Canada or the United States to be used on airlines, railways or public highways, if the obligations or certificates are fully secured by

i) an assignment of the transportation equipment to, or the ownership thereof by, the trustee; and

ii) a lease or conditional sale thereof by the trustee to the corporation;

f) the bonds, debentures or other evidences of indebtedness

i) of a corporation if, at the date of investment, the preferred shares or the common shares of the corporation are authorized as investments by paragraph h) or i); or

ii) of or guaranteed by a corporation where the earnings of corporation in a period of five (5) years ended less than one (1) year before the date of investment have been equal in sum total to at least ten times and in each of any four of the five years have been equal to at least one and one-half times the annual interest requirements at the date of investment on all indebtedness of or guaranteed by it other than indebtedness classified as a current liability under generally accepted accounting principles in the balance sheet of the corporation; and if the corporation at the date of investment owns directly or indirectly more than fifty percent of the common shares of another corporation, the earnings of the corporation during the said period of five years may be consolidated with due allowance for minority interests, if any, and in that event the interest requirements of the corporations shall be consolidated and such consolidated earnings and consolidated interest requirements shall be taken as the earnings and interest requirements of the corporation; and for the purpose of this subparagraph "earnings" means earnings available to meet interest charges on indebtedness classified as a current liability under generally accepted accounting principles;

g) guaranteed investment certificates issued by a trust company incorporated in Canada if, at the date of investment, the preferred shares or the common shares of the trust company are authorized as

investments by paragraph h) or i) or certificates of deposit and bearer discount notes of any Canadian chartered bank or of any savings and credit union;

h) the preferred shares of a corporation if

i) the corporation has paid a dividend in each of the five years immediately preceding the date of investment at least equal to the specified annual rate upon all of its preferred shares, or

ii) the common shares of the corporation are, at the date of investment, authorized as investments by paragraph i);

i) the fully paid common shares of a corporation that during a period of five years that ended less than one year before the date of investment has either

i) paid a dividend in each such year upon its common shares, or

ii) had earnings in each such year available for the payment of a dividend upon its common shares;

of at least four percent of the average value at which the shares were carried in the capital stock account of the corporation during the year in which the dividend was paid or in which the corporation had earnings available for the payment of dividends, as the case may be;

j) real estate or leaseholds for the production of income in Canada, if

i) a lease of the real estate or leasehold is made to, or guaranteed by,

A) the government of Canada or any of the provinces, or an agency of the said governments, or

B) a corporation, the preferred shares or common shares of which are, at the date of investment, authorized as investments by paragraph h) or i),

ii) the lease provides for a net revenue sufficient to yield a reasonable interest return during the period of the lease and to repay at least eighty-five percent of the amount invested in the real estate or leasehold within the period of the lease but not exceeding thirty years from the date of investment, and

iii) the total investment of the Corporation in any one parcel of real estate or in any one leasehold does not exceed two percent of the book value of the total assets of the Corporation; and the Corporation may hold, maintain, improve, lease, sell or otherwise deal with or dispose of the real estate or leasehold;

k) real estate or leaseholds for the production of income in Canada, if

i) the real estate or leasehold has produced, in each of the three years immediately preceding the date of investment, net revenue in an amount that, if continued in future years, would be sufficient to yield a reasonable interest return on the amount invested in the real estate or leasehold and to repay at least eighty-five percent of that amount within the remaining economic lifetime of the improvements to the real estate or leasehold but not exceeding forty years from the date of investment, and

ii) the total investment of the Corporation in any one parcel of real estate or in any one leasehold does not exceed two percent of the book value of the total assets of the Corporation; and the Corporation may hold, maintain, improve, lease, sell or otherwise deal with or dispose of the real estate or leasehold;

l) debts secured by mortgages, charges and hypothecs, upon improved real estate or leaseholds in Canada, notwithstanding that the amount paid for such debts so secured by mortgage, charge or hypothec exceeds 3/4 of the value of the real estate or leasehold, if the loan for which the mortgage, charge or hypothec is security is an approved loan or an insured loan under the National Housing Act (Canada) or any equivalent provincial legislation;

m) debts secured by hypothec or mortgage on real estate in Canada

1) if payment of principal and interest is guaranteed or assured by the governments of Canada or of any province of Canada, or any public authority therein; or

2) if the hypothec or mortgage ranks first and the amount of the debt is not more than seventy-five percent of the value of the real estate securing payment thereof;

n) where the Corporation owns securities of a corporation and as a result of a bona fide arrangement for the reorganization or liquidation of the corporation or for the amalgation of the corporation with another corporation, such securities are to be exchanged for bonds, debentures or other evidences of indebtedness or shares not authorized as investments by the foregoing provisions of this schedule, the Corporation may accept such bonds, debentures or other evidences of indebtedness or shares;

o) the total book value of the investments of the Corporation in common shares shall not exceed fifty percent of the book value of the total assets of the Corporation;

p) the total book value of the investments of the Corporation in real estate or leaseholds for the production of income shall not exceed ten percent of the book value of the total assets of the Corporation;

q) the Corporation shall not invest any of its funds in bonds, debentures or other evidences of indebtedness on which payment of principal or interest is in default;

r) in order to secure total or partial payment of any amount owed to it, the Corporation may acquire and dispose of the real estate which secures such payment, and such real estate shall not be included in the restrictions pursuant to paragraph j), k) or p);

s) the Corporation may invest its funds otherwise than as authorized in this schedule, provided that the total amount of such investment does not exceed seven percent of the book value of the total assets of the Corporation and that, in the case of investment in real estate, the total investment in real estate consisting of a single undertaking does not exceed one percent of the book value of the total assets of the Corporation.

SECTION 18

Social and Economic Development

18.1

18.1.1 Programs, funding and technical assistance presently provided by Canada and Québec, and the obligations of the said governments with respect to such programs and funding shall continue to apply to the Naskapis of Québec on the same basis as to other Indians of Canada in the case of federal programs, and to other Indians of Québec in the case of Québec programs, subject to the criteria established from time to time for the application of such programs, and to parliamentary approval of such programs and funding. 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 the present Agreement apply only to the Naskapis.

The foregoing terms, conditions, obligations and criteria will apply to all federal programs referred to in this section.

18.1.2 Subject to paragraph 18.1.1, Canada and Québec shall continue to assist and promote the efforts of the Naskapis of Québec and, more specifically, undertake, within the terms of such programs and services as are established and in operation from time to time, to assist the Naskapis of Québec in pursuing the objectives set forth in this section.

18.2 Canada, Québec and the Naskapis of Québec recognize that those Naskapis who are considered appropriate candidates, should receive the required training, subject to the provisions hereinafter specified, to enable such persons to acquire the skills necessary for the construction and maintenance of the Naskapi community provided for in section 20, whether or not there is a relocation.

18.3 The training referred to in subsection 18.2 shall be done, to the maximum extent possible, pursuant to existing and future programs, and should commence forthwith upon the approval of the present Agreement.

18.4 The criteria and terms for the training programs contemplated by subsection 18.2 shall, provided that such modifications are not inconsistent with statutory law, be modified, to the extent reasonable, to enable the Naskapis to qualify for such training even though such training may be provided for a lesser number of persons than that specified in existing criteria and even though the Naskapis might not have the necessary qualifications according to the existing and future criteria.

18.5 The training programs envisaged by subsection 18.2 shall, to the extent practical, be held in, or in the vicinity of, Schefferville.

18.6 Any Naskapi who qualifies for such training programs may participate notwithstanding that he is employed.

18.7 For the purpose of the training referred to hereinabove, a Naskapi Manpower Development Program (hereinafter called the "Program") is established for a period of five (5) years following the date of the approval of the present Agreement, or for a period of seven (7) years from the date of approval of the

present Agreement in the event that the Naskapis of Québec choose to relocate in accordance with the provisions of section 20.

18.8 For the purposes of the Program, a Naskapi Manpower Development Coordinating Committee (hereinafter referred to as the "Committee") is established, composed of three (3) members, one (1) appointed by Canada, one (1) appointed by Québec and one (1) appointed by the Naskapi Native party. All decisions of this Committee must be unanimous. Each of said parties shall pay the remuneration and expenses of the member appointed by it. The Committee shall meet at least four (4) times per year in the Schefferville area. The Committee shall continue to exist for five (5) years or seven (7) years, as the case may be, depending on the duration of the Program as provided for in subsection 18.7.

18.9 The Naskapi Native party shall engage a Development Agent to establish a development plan for Naskapi manpower and to act as Secretary of the Committee. The selection of this agent must be approved by the Committee. To remunerate this agent, Canada and Québec shall each make an equal contribution, in conformity with the laws and regulations governing governmental grants, of an amount not exceeding twelve thousand and five hundred dollars ($12,500) per annum to the Naskapi Native party for the period contemplated by subsection 18.7. Canada and Québec shall during the said period also share equally, each to n amount not exceeding six thousand dollars ($6,000) per annum, the costs of maintening a secretariat and other related expenses, according to the needs of the Development Agent as approved by the Committee. The Naskapi Native party shall be accountable to Canada and Québec for these contributions, which shall be subject to annual renewal upon the Naskapi Native party establishing to the satisfaction of Canada and Québec that the Development Agent satisfactorily performed his duties. Notwithstanding paragraph 18.1.1, the present subsection shall apply.

18.10 The mandate of the Committee shall be as follows:

18.10.1 to assist the Development Agent in establishing the Program;

18.10.2 to promote the execution of the Program;

18.10.3 to promote the coordination of the work of the agencies of Canada and Québec involved in the Program;

18.10.4 to recommend measures to facilitate the participation of the Naskapis of Québec in the Program.

18.11 Canada and/or Québec, within existing programs as modified from time to time, shall assist the Naskapis of Québec with funding and technical advice in establishing, as soon as possible after the approval of the present Agreement, a Naskapi arts and crafts association, which shall be designated by such name as the Naskapi Native party may decide.

18.12 In order to promote Naskapi handicrafts and culture and to enable the Naskapis to take full advantage of the programs established for Region No. 09 by the ministère des Affaires culturelles du Québec, the Naskapi Native party until the creation of the association referred to in subsection 18.11, and thereafter the said association, may appoint one (1) representative on the permanent regional committee established for the promotion of handicrafts by the ministère des Affaires culturelles du Québec for the said region.

18.13 Canada and Québec shall, within the scope of services and facilities existing from time to time, provide assistance to Naskapi individuals and groups to establish, own, operate, expand or modernize business enterprises. Such services shall include assistance for feasibility studies, economic planning, obtaining of permits, job or management training, technical matters and funding of equipment, physical plant and operations.

18.14 Within the Naskapi community, emphasis shall be given to enterprises in the service sector which shall provide for an identifiable demand and which will create employment for Naskapis and economic benefits for the economy of the community as a whole through significant multiplier effects.

18.15 In general, assistance to Naskapi entrepreneurs shall expand, develop and diversify opportunities for Naskapis to participate in and benefit from the economic development of the Territory, and particularly in those sectors where Naskapi skills and resources may contribute to such overall development, such as service enterprises, resource exploitation, construction and maintenance work, and natural resource enterprises, the purpose of which is to exploit and protect the living and non-living resources of the Territory.

18.16 Canada, through the Economic Development Program of the Department of Indian Affairs and Northern Development or its successor program, shall provide economic and technical assistance to the Naskapi community or Naskapi individuals or groups to establish, own or operate commercial fisheries operations in the Territory. Québec shall take all reasonable measures to encourage such operations.

18.17 Subject to the provisions which may apply from time to time, Canada and Québec shall advise the Naskapi Native party when undertaking field studies as part of research projects affecting the cultural and social life of the Naskapis of Québec and shall seek their advice as to the best way to carry out these field studies.

18.18 Canada shall continue, to the extent possible, funding and other assistance for facilities, programs, services and organizations such as Friendship Centres, existing or which may exist from time to time, outside the Naskapi community, for the purpose of assisting Naskapis residing, working or temporarily in non-Native communities or in transit.

18.19 Canada shall, subject to Departmental directives existing from time to time, provide the Naskapi local authority, or, pending the establishment of the Naskapi local authority, the council of the Naskapi band, with CORE funding for the conduct of their internal administration and other funds to cover administrative costs of governmental programs delegated to the said local authority, or, pending the establishment of the Naskapi local authority, to the council of the Naskapi band.

18.20 The provisions of this section can be amended only with the consent of Canada and the Naskapi Native party, in matters within the jurisdiction of Canada, and with the consent of Québec and the Naskapi Native party in matters within the jurisdiction of Québec.

Legislation enacted to give effect to this section may be amended from time to time by l'Assemblée nationale in matters within the jurisdiction of Québec, and by Parliament in matters within the jurisdiction of Canada.

SECTION 19

Program to Assist Hunting, Fishing and Trapping

19.1 A program is hereby established to assist hunting, fishing and trapping (hereinafter referred to as the "Program") to provide an income, benefits and other incentives for Naskapis of Québec who wish to pursue wildlife harvesting activities as a way of life or on behalf of the Naskapis of Québec residing in the Naskapi community contemplated by section 20. The hunting, fishing and trapping carried out under the Program shall be in conformity with the Hunting, Fishing and Trapping Regime referred to in paragraph 15.2.1.

19.2 The funding of the Program shall be the responsibility of Québec, which shall ensure that the necessary funds specified in this section are provided to give full effect to the Program.

19.3 Until the establishment of the Naskapi local authority for Category IB-N lands, the council of the Naskapi band shall administer the Program. When the said Naskapi local authority is established, it shall administer the Program. Nevertheless, in all cases the administration shall be:

19.3.1 subject to the approval of the responsible Minister of Québec;

19.3.2 subject to verification by the said Minister of all books, documents and accounting procedures to permit the Minister to be satisfied that all requirements established have been fulfilled;

19.3.3 subject to the right of the said Minister to obtain the reimbursement of funds or to adjust the allocation of funds in the event of an overpayment or abuse.

19.4 The council of the Naskapi band, until the establishment of the aforementioned Naskapi local authority, and thereafter the said Naskapi local authority, shall make rules for the implementation of the Program. Nevertheless, these rules will enter into force only upon receiving the approval of the responsible Minister of Québec.

19.5 The Program shall be established as soon as possible after the approval of the present Agreement. Nevertheless, within two (2) weeks of the establishment of the Program, Québec shall effect a global payment for the period from the date of the approval of the present Agreement to the date of the establishment of the Program pro-rated to the amount payable for a Program Year. The restrictions mentioned in subsections 19.13 and 19.14 shall not apply to such global payment. Each year of the operation of the Program is herein called a "Program Year" which is the period commencing on April 1 and terminating on March 31.

19.6 Until the establishment of the Naskapi local authority for Category IB-N lands, Québec shall pay to the council of the Naskapi band the amounts contemplated by this section. After the establishment of the said Naskapi local authority, Québec shall pay these amounts to the said Naskapi local authority.

19.7 For the purpose of funding the Program, Québec shall pay to the council of the Naskapi band or to the Naskapi local authority for Category IB-N lands, as the case may be, the sum of sixty thousand dollars ($60,000) for each Program Year. Such sum of sixty thousand dollars ($60,000) as indexed in the manner hereinafter specified is hereafter referred to as the "annual amount". Such sum shall be indexed annually according to the increase in the cost of living determined by Statistics Canada Consumer Price Index for Regional Cities (Québec), or any successor index. The indexing of the annual amount shall be done for

each Program Year, except the first. The figures to be used shall be those of the said Index for the month of December of the calendar year prior to the Program Year for which indexing is to be made and those for the month of December twelve (12) months previous.

19.8 The following provisions shall apply with respect to the payment of the annual amount for each Program Year:

19.8.1 at least one (1) month prior to the commencement of each Program Year, the Council of the Naskapi band, until the establishment of the said Naskapi local authority, and thereafter the said Naskapi local authority, shall inform the responsible Minister of Québec, in writing, of the portion of the annual amount for the ensuing Program Year which will be used to acquire equipment in accordance with subsection 19.13;

19.8.2 an installment shall be paid in the first two (2) weeks of the Program Year equal to the portion of the annual amount which is to be used for the purchase of equipment in accordance with subsection 19.13, plus one quarter (¼) of the balance of the annual amount for such Program Year;

19.8.3 the remainder of the annual amount shall be paid in three (3) equal installments in the first two (2) weeks of the fourth, seventh and tenth months, respectively, of the Program Year.

19.9 In the operation of the Program, preference may be given to Naskapis who were without permanent employment during the three (3) months prior to their participation in the Program and who earned less than four thousand dollars ($4,000) during the twelve (12) months prior to their integration into the Program.

19.10 The council of the Naskapi band or the said Naskapi local authority, as the case may be, must keep accurate and readily verifiable records of all payments made and of the costs incurred in the Program in accordance with the procedures and criteria approved by the responsible Minister of Québec.

19.11 A detailed report of the operations of the Program and of the utilization of the annual amount received during each Program Year shall be transmitted to the responsible Minister of Québec at the end of each Program Year.

19.12 The rules for the purposes of the Program shall specify amongst other matters:

19.12.1 the nature and the duration of the activities required to participate in the Program;

19.12.2 the amounts to be paid to each Naskapi of Québec who, on a full-time or a part-time basis, participates in the Program;

19.12.3 the disposition of any products, by-products or revenues derived from the activities under the Program.

19.13 At least eighty percent (80%) of the annual amount must be used for the payment of salaries, and the portion of the said annual amount which may be used to acquire hunting equipment, refrigeration equipment, etc., must not exceed twenty percent (20%) of the annual amount, except in three (3) of the first seven (7) Program Years when the portion used to acquire equipment must not exceed forty percent (40%) of the annual amount.

19.14 Fifty percent (50%) of the annual amount must be used for activities relating to the harvesting of caribou in accordance with the provisions of the Hunting, Fishing and Trapping Regime referred to in paragraph 15.2.1.

19.15 Québec and the said Naskapi local authority shall from time to time review the operation of the Program and the procedures and benefits established by and in accordance with this section.

19.16 This section can be amended only with the consent of Québec and the Naskapi Native party.

Any existing legislation or regulations applicable to this section or any regulations adopted to give effect to this section may be amended from time to time by l'Assemblée nationale or by Québec, as the case may be.

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.

_____

A Commissioner for taking oaths. (…)