

## **Complementary Agreement no. 1**

### NORTHEASTERN QUÉBEC AGREEMENT

NASKAPI LANDHOLDING CORPORATION OF SCHEFFERVILLE, a corporation duly constituted under chapter R-13.1 of the Revised Statutes of Québec, 1977, herein acting and represented by George Shecanapish, its president, duly authorized to sign this Agreement;

and

The CREE REGIONAL AUTHORITY, a corporation duly constituted under chapter A-6.1 of the Revised Statutes of Québec, 1977, herein acting and represented by Matthew Coon Come, its chairman, duly authorized to sign this Agreement;

and

MAKIVIK CORPORATION, a corporation duly incorporated under chapter S-18.1 of the Revised Statutes of Québec, 1977, herein acting and represented by Jackie Koneak, one of its vice-presidents, duly authorized to sign this Agreement;

and

The GOUVERNEMENT DU QUÉBEC (hereinafter referred to as " Québec "), represented by the Minister of Recreation, Fish and Game, the Honourable Gaston Blackburn, and the Minister Responsible for Native Affairs, Christos Sirros;

WHEREAS Section 15 of the Northeastern Québec Agreement (hereinafter referred to as the " Agreement ") recognizes in favour of the Naskapis of Québec the right to harvest, which includes the right, for certain purposes, of hunting for commercial purposes as provided in subsection 15.3 of the Agreement;

WHEREAS Section 24 of the James Bay and Northern Québec Agreement recognizes in favour of the James Bay Crees and the Inuit of Québec the same right to harvest;

WHEREAS Section 15 of the Agreement and Section 24 of the James Bay and Northern Québec Agreement establish, amongst other things, the sport hunting and sport fishing rights of persons other than Naskapis, Crees, and Inuit provide for such persons to be authorized to trap in defined circumstances and to commercially fish certain species in Category III lands;

WHEREAS the Naskapis, the Crees and the Inuit maintain that they have traditionally conducted trade and barter in wildlife and the by-products of wildlife;

WHEREAS the preceding paragraph may in no way be interpreted as constituting recognition by Québec that the Naskapis, the Crees and the Inuit traditionally conducted trade and barter in wildlife and the by-products of wildlife;

WHEREAS the Minister of Recreation, Fish and Game has responsibility for wildlife management in conformity with the Agreement and the James Bay and Northern Québec Agreement;

WHEREAS the parties hereto wish to promote economic development for the Naskapis, Crees and Inuit and to make available throughout Québec and elsewhere the products and by-products of hunting for commercial purpose, subject to applicable health and commercial standards;

WHEREAS it is desirable to amend the Agreement and the James Bay and Northern Québec Agreement to broaden the recognition of wildlife commercialization by the Naskapis, the Crees and the Inuit, and to provide appropriate controls over such activity for the protection of wildlife species and populations thereof, as well as for the protection of the rights and interests of the Naskapis, the Crees, the Inuit and persons sport hunting;

WHEREAS the Naskapi Landholding Corporation of Schefferville, the Cree Regional Authority, Makivik Corporation, and Québec have undertaken negotiations in order to determine the manner in which the provisions of Section 15 of the Agreement and Section 24 of the James Bay and Northern Québec Agreement may be modified to accomplish the foregoing;

WHEREAS the parties hereto wish to amend the Agreement by a Complementary Agreement in the manner hereinafter set forth to amend the James Bay and Northern Québec Agreement by a separate Complementary Agreement;

WHEREAS the Cree Regional Authority and Makivik Corporation must consent to certain amendments to Section 15 of the Agreement;

NOW, therefore, the parties hereto amend Section 15 of the Agreement as specified in Schedule 1 attached hereto to form part hereof and agree that these amendments are to have effect from January 1, 1994.

## Annex 1

### Amendments to Section 15

1 Section 15 of the Northeastern Québec Agreement is amended by adding, after paragraph 15.3.23, the following :

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

15.3A.1 Within the Naskapi area of primary interest, until November 10, 2024, 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.

15.3A.2 Within the Naskapi area of primary interest, until November 10, 2024, 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.

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.

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.

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.

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.

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.

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.

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.

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. "

*[Amendment integrated]*

2 Subparagraph 15.5.4.8 of the said Agreement is replaced by the following:

" 15.5.4.8 permits and licences for the purposes of this paragraph; "

*[Amendment integrated]*

3 Paragraph 15.8.1 of the said Agreement is amended by adding at the end of the said paragraph the following:

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

*[Amendment integrated]*

**SIGNATORIES (CNEQ N° 1)**

EN FOI DE QUOI, les parties aux présentes ont dûment fait signer la présente convention à la date et à l'endroit indiqués ci-dessous, en six exemplaires.

IN WITNESS WHEREOF, the parties hereto have caused six copies of this Agreement to be duly signed on the date and at the place hereinbelow indicated.

Signée à Québec

le 11 novembre 1993

Signed at Québec

Novembre 11, 1993

LA CORPORATION FONCIÈRE

NASKAPIE DE SCHEFFERVILLE

NASKAPI LANDHOLDING CORPORATION

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George Shecanapish

LE GOUVERNEMENT DU QUÉBEC

THE GOVERNMENT OF QUÉBEC

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Gaston Blackburn

L'ADMINISTRATION RÉGIONALE CRIE

THE CREE REGIONAL AUTHORITY

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Matthew Coon Come

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Christos Sirros

LA SOCIÉTÉ MAKIVIK

MAKIVIK CORPORATION

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Jackie Koneak

## Complementary Agreement no. 2

### NORTHEASTERN QUÉBEC AGREEMENT

NASKAPI LANDHOLDING CORPORATION OF SCHEFFERVILLE, a corporation duly constituted under the Act respecting the land regime in the James Bay and New-Québec territories (R.S.Q., ch. R-13.1), represented by Philip Einish, its President,

and

Le GOUVERNEMENT DU QUÉBEC (hereinafter referred to as " Québec "), represented by the ministre de la Santé et des Services sociaux, Monsieur Philippe Couillard and the ministre délégué aux Affaires intergouvernementales canadiennes et aux Affaires autochtones, Monsieur Benoît Pelletier.

WHEREAS pursuant to Section 10 of the Northeastern Québec Agreement, since the establishment by the Naskapis of Québec of their permanent residence on Category IA-N lands, Québec, in the place of Canada, has delivered to the Naskapis residing in the Territory those services not normally offered to the general population of Québec but which Canada offered to the Naskapis on January 31, 1978;

WHEREAS Section 8 of the Administrative Agreement Respecting Health and Social Services executed on 17 December, 1999, between Québec and the Naskapi Nation of Kawawachikamach provides that the parties undertake to initiate the process of amending Section 10 of the Northeastern Québec Agreement as soon as the establishment of the CLSC Naskapi has been completed;

WHEREAS the CLSC Naskapi was established by Letters Patent issued on 15 February, 2001, under the Act respecting health services and social services (R.S.Q., ch. S-4.2), as contemplated in the Administrative Agreement;

WHEREAS Section 8 of the Administrative Agreement provides that this latter shall terminate as soon as Section 10 of the Northeastern Québec Agreement has been amended.

NOW, therefore, the parties hereto have agreed as follows :

**1** The Northeastern Québec Agreement, as amended by Complementary Agreement No. 1 thereto, is further amended by replacing subsections 10.1 to 10.21, inclusive, by the following :

" 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 Québec) 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 in 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 Québec, 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.

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.

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.

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.

10.5 The number of Naskapis residing in the Territory, health indicators and socio-economic indicators relating to the Naskapis 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.

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.

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.

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.

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.

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. "

*[Amendment integrated]*

- 2 Section 10 of the said Agreement is amended by inserting after the end of Schedule 3, the following :

Schedule 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 Matimekossh 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 whose 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.

*[Amendment integrated]*

**3** This Complementary Agreement shall have effect when the order referred to in the Act approving the Northeastern Agreement (R.S.Q., c. C-67.1) approving, giving effect to and declaring valid the present Complementary Agreement comes into force.

**SIGNATORIES (CNEQ N° 2)**

The President of the Naskapi Landholding Corporation of Schefferville,

---

Philip Einish

Le ministre de la Santé et des Services sociaux,

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Philippe Couillard

Le ministre délégué aux Affaires intergouvernementales canadiennes et aux Affaires autochtones,

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Benoît Pelletier

### **Complementary Agreement no. 3**

Northeastern Québec Agreement

NASKAPI LANDHOLDING CORPORATION OF SCHEFFERVILLE, a corporation duly constituted under An Act respecting the land regime in the James Bay and New-Québec territories (R.S.Q., c. R-13.1) represented by Philip Einish, its President,

and

Le GOUVERNEMENT DU QUÉBEC (hereinafter referred to as " Québec "), represented by the ministre de la Santé et des Services sociaux, Monsieur Philippe Couillard, and the ministre délégué aux Affaires intergouvernementales canadiennes et aux Affaires autochtones, Monsieur Benoît Pelletier,

and

The GOVERNMENT OF CANADA, (hereinafter referred to as " Canada ") represented by Andy Scott, the Minister of Indian Affairs and Northern Development,

WHEREAS Complementary Agreement No. 2 to the Northeastern Québec Agreement amended Section 10 of the Northeastern Québec Agreement;

WHEREAS following Complementary Agreement No. 2, it is appropriate to amend certain provisions of Section 20 of the Northeastern Québec Agreement;

NOW, therefore, the parties hereto have agreed as follows :

**1** The Northeastern Québec Agreement, as amended by Complementary Agreements No. 1 and No. 2 thereto, is further amended by inserting in Subsection 20.28.1.1 after the clause reading :

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

a clause reading as follows :

" to benefit from the provisions of section 10. "

*[Amendment integrated]*

**2** Subsection 20.28.1.3 of the said Agreement is replaced by the following:

"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.

*[Amendment integrated]*

**3** This Complementary Agreement shall have effect when the order referred to in the Act approving the Northeastern Agreement (R.S.Q., c. C-67.1) and the order referred to in the James Bay and Northern Québec

Native Claims Settlement Act (S.C. 197677, c. 32) approving, giving effect to and declaring valid the present Complementary Agreement come into force.

**SIGNATORIES (CNEQ N° 3)**

The President of the Naskapi Landholding Corporation of Schefferville,

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Philip Einish

Le ministre de la Santé et des des services sociaux,

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Philippe Couillard

Le ministre délégué aux Affaires intergouvernementales canadiennes et aux Affaires autochtones,

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Benoît Pelletier

The Minister of Indian Affairs and Northern Development

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Andy Scott