

Complementary Agreement no. 12

(CBJNQ)

BETWEEN

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-Chairmen, duly authorized to sign this Agreement;

and

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 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, the Honourable Christos Sirros.

WHEREAS Section 24 of the James Bay and Northern Québec Agreement (hereinafter referred to as the “Agreement”) recognizes in favour of the James Bay Crees and the Inuit of Québec the right to harvest, which includes the right, for certain purposes, of hunting for commercial purposes as provided in Sub-Section 24.3;

WHEREAS Section 15 of the Northeastern Québec Agreement recognizes in favour of the Naskapis of Québec the same right to harvest;

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

WHEREAS the James Bay Crees, the Inuit of Québec and the Naskapis of Québec 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 Crees, the Inuit and the Naskapis 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 Northeastern Québec Agreement;

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

WHEREAS it is desirable to amend the Agreement and the Northeastern Québec Agreement to broaden the recognition of wildlife commercialization by the James Bay Crees, the Inuit of Québec and the Naskapis of

Québec, and to provide for 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 James Bay Crees, the Inuit of Québec, the Naskapis of Québec, and persons sport hunting;

WHEREAS the Cree Regional Authority, Makivik Corporation, the Naskapi Landholding Corporation of Schefferville and Québec have undertaken negotiations in order to determine the manner in which the provisions of Section 24 of the Agreement and Section 15 of the Northeastern 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 and to amend the Northeastern Québec Agreement by a separate Complementary Agreement;

WHEREAS the Naskapi Landholding Corporation of Schefferville must consent to certain amendments to Section 24 of the Agreement;

NOW, therefore, the parties hereto amend Section 24 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, with the exception of those areas contemplated in paragraphs 24.13.2, 24.13.4 and 24.13.6, where they shall have effect only two months following the receipt by Québec of a notice in writing to that effect, given by the Cree Regional Authority, in respect of each such area.

IN ADDITION, with respect to the provisions contemplated at paragraphs 1 (paragraph 24.3A.2) and 9 of Schedule I to the present Complementary Agreement relating to the buffer area and southern area, Québec and the Cree Regional Authority undertake during a period of two years from the signing of the present Complementary Agreement, to continue their discussions on the possibility that all the provisions of Schedule I relating to the keeping in captivity and husbandry of wildlife species shall apply in these areas and, if required, to modify these provisions by mutual agreement.

Annex 1

Amendments to Section 24

1 Section 24 of the James Bay and Northern Québec Agreement is amended by adding after paragraph 24.3.32, the following:

“24.3A Hunting for Commercial Purposes, Keeping in Captivity and Husbandry

24.3A.1 Only the Native people shall have, in accordance with the provisions of this Sub-Section, the right to hunt for commercial purposes and species of wildlife until November 10, 2024.

Such exclusive right may be exercised in respect of the species listed in Schedule 7.

24.3A.2 Only the Native people shall have, in accordance with the provisions of this Sub-Section, the right of keeping in captivity and husbandry of the species of wildlife listed in Schedule 8 until November 10, 2024.

Such exclusive right shall apply only in the northern area of the Territory as defined at sub-paragraph 24.12.2c) and in the buffer area as defined at sub-paragraph 24.12.2b), except in and around non-Native settlements in the buffer area, where non-Natives also may engage in keeping in captivity and husbandry of the species of wildlife listed in Schedule 8.

24.3A.3 Subject to the authorization of the responsible Native authorities designated in the first paragraph of paragraphs 24.3A.7 and 24.3A.8, the exercise of the right referred to in paragraph 24.3A.1 or 24.3A.2 may be shared with Native people or non-Natives.

24.3A.4 The exercise of the right to hunt for commercial purposes and of the right of keeping in captivity and husbandry of the species listed in Schedules 7 or 8 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 Native people, at a nominal fee.

24.3A.5 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 Native people above the interim guaranteed levels of harvesting or the guaranteed levels of harvesting that shall be established, as well as the needs of persons other than Crees, Inuit and Naskapis for sport hunting in respect of such population, may be satisfied.

24.3A.6 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, II or III lands 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 species of wildlife or populations of such species, upon harvesting and upon sport hunting.

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

24.3A.7 In the case of the Crees, 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 interested Cree band for Category IA lands;
- (ii) the interested Cree village corporation for Category IB lands and Category II lands;
- (iii) any interested Cree Village corporation when an area of the proposed commercial hunting or the proposed installation for keeping in captivity or husbandry in Category III lands is situated in the traplines or area of harvesting rights of a Cree community.

The interested Cree band on Category IA lands or the interested Cree village corporation on Category IB, II or III lands, 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.

An affirmative notice is not required and by-laws do not apply in respect of keeping in captivity or husbandry of wildlife in and around non-Native settlements in the buffer area.

24.3A.8 In the case of the Inuit, 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 interested Inuit landholding corporation for Category I and II lands;
- (ii) Makivik Corporation for Category III lands.

The interested landholding corporation on Category I or II lands or the Kativik Regional Government on Category III lands, 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 Kativik Regional Government may adopt such by-laws only upon the recommendation of a committee composed solely of Inuit. Such recommendations shall bind the Kativik Regional Government.

24.3A.9 In Category II and III lands in the area of common interest for the Inuit and the Crees and in the areas contemplated by paragraphs 24.13.6 and 24.13.7, the responsible Québec Minister may not issue any permit, licence or other authorization for hunting for commercial purposes, keeping in captivity or husbandry of wildlife without the affirmative notice in writing of

- (i) the interested Inuit landholding corporation and the interested Cree village corporation in the case of Category II lands;
- (ii) Makivik Corporation and any interested Cree village corporation in the case of Category III lands.

No by-law respecting hunting for commercial purposes, keeping in captivity or husbandry adopted pursuant to paragraph 24.3A.7 or 24.3A.8 shall have force in any area contemplated by this paragraph unless adopted by each Native authority having by-law power in such area.

24.3A.10 Within the area of common interest for the Inuit and the Naskapis, the responsible Québec Minister may not issue any permit, licence or other authorization for hunting for commercial purposes, keeping in captivity or husbandry of wildlife without the affirmative notice in writing of Makivik Corporation and the Corporation of the Naskapi Village of Schefferville.

No by-law respecting for hunting for commercial purposes, keeping in captivity or husbandry adopted pursuant to paragraph 24.3A.8 of the Agreement or paragraph 15.3A.8 of the Northeastern Québec Agreement shall have force in the area of common interest for the Inuit and the Naskapis unless adopted by each of the Kativik Regional Government and the Corporation of the Naskapi Village of Schefferville.

The Kativik Regional Government may adopt such by-laws only upon the recommendation of a committee composed solely of Inuit. Such recommendations shall bind the Kativik Regional Government.

24.3A.11 All by-laws proposed pursuant to the second paragraph of paragraphs 24.3A.7 to 24.3A.10 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.

24.3A.12 Prior to the expiry of the period stipulated in paragraphs 24.3A.1 and 24.3A.2 of the Agreement and in paragraphs 15.3A.1 and 15.3A.2 of the Northeastern Québec Agreement, Québec, the Crees, the Inuit and the Naskapis shall negotiate on the basis of past experience and actual and future need, whether the exclusive right of the Crees, the Inuit and the Naskapis of hunting for commercial purposes, keeping in captivity and husbandry of wildlife shall be renewed. The Coordinating Committee shall be consulted and may make recommendations to the responsible Minister with respect thereto.

24.3A.13 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 Native people; likewise, hunting for commercial purposes, keeping in captivity or husbandry of wildlife by the Native people 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 Paragraph 24.4.27 of the said Agreement is amended by adding thereto the following subparagraph q):

“q) Regulations or other measures respecting hunting for commercial purposes, keeping in captivity and husbandry of wildlife.”.

[Amendment integrated]

3 Paragraphe 24.4.28 of the said Agreement is amended by adding to the said paragraph after subparagraph e) the following:

“f) Review applications for permits, licences or other authorizations for hunting for commercial purposes, keeping in captivity and husbandry of wildlife;

g) Review, prior to the expiry of the delay stipulated in paragraphs 24.3A.1 or 24.3A.2 of the Agreement and in paragraphs 15.3A.1 or 15.3A.2 of the Northeastern Québec Agreement, the exclusive right of the Native people of hunting for commercial purposes, keeping in captivity and husbandry of wildlife based on past experience and circumstances including actual and future needs of the Native people and non-Natives.”.

[Amendment integrated]

4 Paragraph 24.4.29 of the said Agreement is amended by adding to the said paragraph after subparagraph e) the following:

“f) Make recommendations to the responsible Native authorities referred to in paragraph 24.3A.3 of the Agreement and in paragraph 15.3A.8 of the Northeastern Québec Agreement, respecting the shared exercise of the right of hunting for commercial purposes, keeping in captivity and husbandry of wildlife.”.

[Amendment integrated]

5 Paragraph 24.4.32 of the said Agreement is amended by replacing the said paragraph by the following:

“24.4.32 The responsible Québec Minister may change the list of species reserved exclusively to the Native people, (Schedule 2 to this Section), the list of species that by be hunted for commercial purposes (Schedule 7 to this Section), or the list of species in respect of which keeping in captivity and husbandry is exclusive to the Native people (Schedule 8 to this Section) only upon the unanimous recommendation of the Coordinating Committee provided that all members of the Coordinating Committee appointed by the Cree, Inuit and Naskapi Native parties respectively, and entitled to vote, voted personally and not by proxy upon such recommendation.”.

[Amendment integrated]

6 Paragraph 24.5.4 of the said Agreement is amended by replacing sub-paragraph h) by the following:

“h) Permits and licences for the purposes of this paragraph.”.

[Amendment integrated]

7 Paragraph 24.8.1 of the said Agreement is amended by adding at the end of the said paragraph the following:

“In addition, such persons may hunt for commercial purposes, keep in captivity wildlife and conduct husbandry activities where provided in this Section or in Section 15 of the Northeastern Québec Agreement.”.

[Amendment integrated]

8 Paragraph 24.9.4 of the said Agreement is amended by replacing the said paragraph by the following:

“Prior to the expiry of the period ending on November 10, 2015 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.”.

[Amendment integrated]

9 Paragraph 24.12.3a) of the said Agreement is amended:

1° by adding, after sub-paragraph iii) of sub-subparagraph 24.12.3a); the following:

“iv) The exclusive right to hunt for commercial purposes shall apply on Cree traplines as provided by the terms of Sub-Section 24.3A), but only for those persons contemplated by sub-subparagraph iii);”;

2° by adding, after sub-subparagraph v) of subparagraph 24.12.3b), the following:

“vi) As provided at paragraph 24.3A.2, in this area the exclusive right of the Native people in respect of keeping in captivity and husbandry of wildlife shall not exclude the right of non-Natives of keeping in captivity and husbandry of wildlife in and around non-Native settlements.”.

[Amendment integrated]

10 Paragraph 24.13.6 of the said Agreement is amended by replacing the said paragraph by the following:

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

a) the James Bay Crees of Whapmagoostui (Great Whale River) shall have the right to harvest and to hunt for commercial purposes and the right of keeping in captivity and husbandry of wildlife in the area north of the 55th parallel of latitude used by the James Bay Crees of Great Whale as of November 11,

1975 for harvesting purposes, as determined by mutual agreement between the Cree and Inuit Native parties;

b) the James Bay Crees of Chisasibi (Fort George) shall have the right to harvest and to hunt for commercial purposes and the right of keeping in captivity and husbandry of wildlife in the area north of the 55th parallel of latitude used by the Crees of Fort George as of November 11, 1975 for harvesting purposes, as determined by mutual agreement between the Cree and Inuit Native parties;

c) The James Bay Crees of Chisasibi (Fort George) shall have the right to harvest and to hunt for commercial purposes and the right of keeping in captivity and husbandry of wildlife in the Category I lands allocated to the Inuit of Chisasibi (Fort George). The right to harvest shall include the exclusive right to trap beaver under the control of the responsible Cree tallyman who may authorize members of the Inuit community of Chisasibi to trap beaver in these lands.”.

[Amendment integrated]

11 Paragraph 24.13.7 of the said Agreement is amended by replacing the said paragraph by the following:

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

a) the Inuit of Kuujjuarapik (Great Whale River) shall have the right to harvest and to hunt for commercial purposes and the right of keeping in captivity and husbandry of wildlife in the area south of the 55th parallel of latitude used by the Inuit of Great Whale River as of November 11, 1975 for harvesting purposes, as determined by mutual agreement between the Cree and Inuit Native parties;

b) the Inuit of Chisasibi (Fort George) shall have the right to harvest and to hunt for commercial purposes and the right of keeping in captivity and husbandry of wildlife in the area south of the 55th parallel of latitude in the zones shown on the map attached as Schedule 2 to Annexe 1 to Section 4. The right to harvest shall not include the right to trap beaver except with the authorization of the responsible Cree tallyman. The Inuit of Chisasibi shall also have the same right as the Crees to own and operate outfitting facilities in that part of the said zones situated within the Category I and II lands of the Crees of Chisasibi.”.

[Amendment integrated]

12 Paragraph 24.15.1 of the said Agreement is amended by replacing the second paragraph thereof by the following:

“Nevertheless, none of the following Sub-Sections, paragraphs and sub-paragraphs 24.1.31, 24.1.32, 24.1.33, 24.1.34, 24.3A.10, 24.3A.11, 24.3A.12, 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 nor Schedules 7 and 8 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.”.

[Amendment integrated]

13 Section 24 of the said Agreement is amended by adding, after Schedule 6, the following:

“SCHEDULE 7”

SPECIES OF WILDLIFE FOR HUNTING FOR COMMERCIAL PURPOSES

1. Caribou
2. Willow Ptarmigan
3. Rock Ptarmigan
4. Arctic Hare
5. Snowshoe Hare
6. Spruce Grouse

“SCHEDULE 8”

SPECIES OF WILDLIFE FOR KEEPING IN CAPTIVITY AND HUSBANDRY

1. Caribou
2. Willow Ptarmigan
3. Rock Ptarmigan
4. Arctic Hare
5. Snowshoe Hare
6. Spruce Grouse
7. Muskox »

[*Amendment integrated*]

SIGNATORIES (**CBJNQ 12**)

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

L'ADMINISTRATION RÉGIONALE
CRIE

THE CREE REGIONAL AUTHORITY

LE GOUVERNEMENT DU QUÉBEC

THE GOVERNMENT OF QUÉBEC

Matthew Coon Come

Gaston Blackburn

NASKAPIE DE SCHEFFERVILLE

NASKAPI LANDHOLDING
CORPORATION

George Shecanapish

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MAKIVIK CORPORATION

Jackie Koneak
