

## Complementary Agreement no. 14

(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 Ted Moses, its Chairman, duly authorized to sign this Agreement,

AND

LE GOUVERNEMENT DU QUÉBEC (hereinafter referred to as “Québec”), represented by Mr. François Gendron, Minister of Natural Resources and by Mr. Rémy Trudel, Minister of State for Population, Regions and Native Affairs, Minister for Native Affairs and Minister responsible for the Development of Northern Québec.

WHEREAS Québec and the James Bay Crees have entered into an Agreement Concerning a New Relationship dated February 7<sup>th</sup>, 2002;

WHEREAS this said agreement provides for certain modifications to and certain implementation measures in relation to the James Bay and Northern Québec Agreement (hereinafter the “JBNQA”);

WHEREAS the parties have agreed to proceed with this Complementary Agreement to the JBNQA in order to complete their undertakings in this regard set out in the said Agreement;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

### **1 The JBNQA is modified by adding the following Section 30A:**

#### 30A Forestry regime

30A.1 The Québec forestry regime will apply in the Territory defined in the Agreement Concerning a New Relationship dated February 7<sup>th</sup>, 2002 in a manner that allows:

- a) adaptations to better take into account and respect the Cree traditional way of life;
- b) greater integration of concerns relating to sustainable development;
- c) participation, in the form of consultation, by the James Bay Crees in the various forest activities planning and management processes.

Specific modalities related to these adaptations, this integration and this participation have been agreed to between Québec and the Cree Regional Authority in an Agreement concerning a new relationship. The calculation of the annual allowable cut will be determined on the basis of management units which will, in principle, be made up of groupings of Cree traplines.

30A.2 The adapted forestry regime will establish particular rules and procedures applicable in the territory, will respect the principles set out in this JBNQA and the *Forest Act* (R.S.Q., c. F-4.1) (including the recognition of the forest heritage and the sustainable management of the forest as set out in the preliminary provisions of the *Forest Act*) and it will give due consideration to the protection of the hunting, fishing and trapping rights of the Crees, the protection of Native people, societies, communities and economies, the protection of wildlife resources, of the physical and biotic environment, and of ecological systems.

30A.3 The following mechanisms will be instituted to ensure the participation, in the form of consultation, by the James Bay Crees in the various forest activities planning and management processes: the Cree-Québec Forestry Board and the joint working groups.

30A.4 The Cree Regional Authority and Québec shall each appoint five (5) members to the Cree-Québec Forestry Board. In addition, a Chairperson shall be appointed to this Cree-Québec Forestry Board by the Québec upon recommendation of the Ministre des Ressources naturelles after consultation with the Cree Regional Authority. Québec and the Cree Regional Authority may agree on the modalities under which such consultation is carried out.

30A.5 The Cree-Québec Forestry Board shall have the following main responsibilities:

- a) to monitor, analyse and assess the implementation of the adapted forestry regime for the territory;
- b) to recommend to Québec and to the Cree Regional Authority, as the case may be, adjustments or modifications to the adapted forestry regime for the territory;
- c) to bring to the attention of the Ministre des Ressources naturelles proposals, preoccupations and comments related to laws, regulations, policies, programs, management guides and practical field guides related to forestry, as well as guidelines, directives and instructions related to the preparation of all forest management plans;
- d) to review the implementation mechanisms for the joint working groups regarding the elaboration, the consultations and the monitoring of all forest management plans applicable in the territory;
- e) to be involved in the different planning processes of forest management activities in the territory and to participate in the different stages of the management of forest activities, in particular those connected to the review of the general forest management plans prior to their approval as well as in regard to proposed modifications to those plans. The Board will have 120 days from the receipt of the general plans and 90 days from the receipt of the modifications to make comments to the Ministre des Ressources naturelles prior to the approval of the plans or modifications thereto. The Ministre des Ressources naturelles may extend these timeframes if he deems it appropriate;
- f) to study the annual forest management plans after their approval, which plans shall be sent to the Cree-Québec Forestry Board on demand in order that it may make known to the Ministre des Ressources naturelles, as the case may be, proposals, concerns and comments regarding these plans, and particularly in regard to systemic issues concerning these plans or the process of their elaboration or approval;
- g) any other responsibilities in regard to forestry which may be assigned to it jointly by Québec and the Cree regional Authority.

30A.6 The joint working groups composed of two members appointed by the concerned Cree community and two members appointed by the Ministre des Ressources naturelles will be established in each Cree community affected by forestry activities in the territory.

30A.7 The joint working groups have the following mandate:

- a) to integrate and implement the specific rules of the adapted forestry regime agreed to by Québec and the Cree Regional Authority;
- b) when required, to elaborate harmonization measures flowing from the technical provisions of the adapted forestry regime;
- c) to ensure that all the pertinent and available data related to forestry will be available to each party;
- d) to review conflictual uses in order to find acceptable solutions;
- e) to discuss any technical issues, including the acquisition of knowledge considered necessary by the joint working group;

- f) to ensure the implementation of the processes relating to the preparation, consultation and monitoring of the forest management plans;
- g) to adopt internal operating rules.

*[Amendment integrated]*

2 Schedule 2 to Section 22 of the JBNQA is modified by adding at the end of paragraph i) the following:

“or when included in a general forest management plan approved by the Ministre des Ressources naturelles du Québec insofar as such plan has been submitted to the prior consultation of the Cree-Québec Forestry Board as set out in paragraph 30A.5 of Section 30A and when included in an annual forest management plan insofar as such plan has been submitted to prior consultation of the joint working groups as set out in paragraph 30A.7 of section 30A. ”

*[Amendment integrated]*

3 The provisions of paragraphs 28.2.1 to 28.2.6 and of paragraphs 28.3.1 to 28.3.4 of the JBNQA are repealed and replaced by the following:

28.2 Cree Development Corporation

28.2.1 There shall be established by special legislation of the National Assembly a Cree Development Corporation (the "CDC").

28.2.2 The CDC will be dedicated to the economic and community development of the James Bay Crees. The CDC will act as a modern development organization with the mandate of:

- a) supporting the long-term development of each Cree community;
- b) developing an original Cree expertise in the field of economic development and the management of development funds;
- c) promoting and accelerating job creation for the Crees on the James Bay Territory;
- d) making the Crees active partners of Québec in the economic development of the James Bay Territory;
- e) assisting, promoting and encouraging the creation, diversification or development of businesses, resources, properties and industries with a view to stimulating economic opportunities for James Bay Crees and contributing to their general economic wellbeing.

28.2.3 The CDC will facilitate the establishment of partnerships between the Crees and Québec as well as with public and private enterprises for the carrying out of development activities on the James Bay Territory.

28.2.4 The shareholder of the CDC shall be the Cree Regional Authority.

28.2.5 The CDC will be managed by a board of directors composed of eleven (11) members. Five (5) members will be appointed by the Cree Regional Authority. Five (5) members will be appointed by Québec. The Chairperson of the CDC shall be appointed among the Crees by the Cree Regional Authority after consultation with Québec on this matter in order to attempt to appoint a Chairperson who is mutually acceptable. The directors appointed by Québec shall have one (1) vote each on the board of directors and the directors appointed by the Cree Regional Authority, including the Chairperson, shall have two (2) votes each on the board of directors.

28.2.6 The number of directors to the CDC may be increased with the consent of the Cree Regional Authority and Québec insofar as the control of the CDC remains in the hands of its directors appointed by the Cree Regional Authority."

*[Amendment integrated]*

**4** The *Act respecting the James Bay Native Development Corporation* (R.S.Q., c. S-9.1) will be repealed by the act creating the CDC. The James Bay Native Development Corporation will thus be dissolved by this legislation and its assets, including all shares and interests it holds in other corporations, will be transferred to the CDC. The CDC will be the legal successor to the James Bay Native Development Corporation. The ordinary and Class A shares of the James Bay Native Development Corporation will be cancelled without payment of any compensation and without need to pay any amount of any nature whatsoever to any one of its shareholders from its assets or otherwise.

**5** The provisions of Sub-section 28.17 of the JBNQA are repealed and replaced by the following:

“28.17 Other Provisions.

28.17.1 For the period from April 1<sup>st</sup>, 2002 to March 31<sup>st</sup>, 2052, the Crees shall assume the obligations of Québec, Hydro-Québec and la Société d'énergie de la Baie James to the Crees under the provisions of the James Bay and Northern Québec Agreement hereinafter set forth and concerning Economic development and Community development:

a) Economic development:

- 28.5 and 24.3.24: Cree Trappers' Association (operation and programs);
- 28.6: Cree Outfitting and Tourism Association (operation);
- 28.7: Cree Native Arts and Crafts Association (operation and programs);
- 28.11.2 a): an Economic Development Agent per community;
- 28.12: assistance to Cree Entrepreneurs.

b) Community development:

- 8.8.2: supply of electricity to isolated northern communities (by Hydro-Québec) in respect to Waskaganish and Whapmagoostui, subject to Hydro-Québec maintaining the current arrangements as to the supply of electricity to Whapmagoostui and subject to the connection by Hydro-Québec to the Hydro-Québec network of Waskaganish within five (5) years hereof and of Whapmagoostui as soon as possible as provided in a separate agreement between Hydro-Québec and the Cree Regional Authority;
- 8.14.2: encouragement by the Société d'énergie de la Baie James and Hydro-Québec of training programs for the Crees;
- 8.14.3: study by the Société d'énergie de la Baie James and Hydro-Québec of the implementation of a training program for the Crees;
- 28.9.1, 28.9.2, 28.9.5: training programs or facilities, offices, job recruitment and placement services;
- 28.11.1 a): community centre in each Cree community;
- 28.11.1 b): essential sanitation services in Cree communities;
- 28.11.1 c): fire protection including training, equipment and facilities;
- 28.11.2 b): community affairs services;

- 28.14: assistance for friendship centres outside communities;
- 28.16: construction of access roads for Eastmain, Wemindji and Waskaganish (but not the maintenance of these roads which will continue to be assumed by the governments).

28.17.2 For the period from April 1<sup>st</sup>, 2002 to March 31<sup>st</sup>, 2052, Québec shall pay to the Recipient of Funding designated by the Grand Council of the Crees (Eeyou Istchee), on behalf of the James Bay Crees, an annual amount so that the James Bay Crees may assume for that period the obligations of Québec, Hydro-Québec and la Société d'énergie de la Baie James to the Crees under the provisions of the James Bay and Northern Québec Agreement set forth in paragraph 28.17.1 and concerning Economic development and Community development.

28.17.3 This annual payment from Québec for the first three (3) Financial Years shall be as follows:

- a) for the 2002-2003 Financial Year: twenty-three million dollars (\$23 million);
- b) for the 2003-2004 Financial Year : forty-six million dollars (\$46 million);
- c) for the 2004-2005 Financial Year: seventy million dollars (\$70 million).

28.17.4 For each subsequent Financial Year between April 1<sup>st</sup>, 2005 and March 31<sup>st</sup>, 2052, the annual payment from Québec shall be the higher of the two following amounts:

- a) Seventy million dollars (\$70 million); or
- b) an amount corresponding to the indexed value of the amount of seventy million dollars (\$70 million) as of the 2005-2006 Financial Year in accordance with a formula agreed to between Québec and the James Bay Crees under Chapter 7 of the Agreement Concerning a New Relationship between le Gouvernement du Québec and the Crees of Québec dated February 7<sup>th</sup>, 2002.

28.17.5 The provisions of this Sub-section do not affect nor are they intended to affect in any manner the obligations and commitments of Canada in this Agreement including those set out in Sections 8 and 28 hereof. ”

*[Amendment integrated]*

**6** This Complementary Agreement comes into effect on the date of its signature by the parties. Its provisions shall expire on March 31<sup>st</sup>, 2052, unless the parties agree otherwise.

**SIGNATORIES (CBJNQ 14)**

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED AT

ON THIS \_\_\_\_\_ DAY OF FEBRUARY 2002

FOR LE GOUVERNEMENT

FOR THE CREE REGIONAL

DU QUÉBEC :

AUTHORITY

March 21<sup>st</sup>, 2002

February 7<sup>th</sup>, 2002

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Rémy Trudel

Ted Moses, Chairman

Minister of State for Population, Régions  
and Native Affairs

Minister for Native Affairs

Minister responsible for the Development  
of Northern Québec

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François Gendron

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Edward Gilpin

Minister of Natural Resources

Chief of the Eastmain Band

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Paul Gull

Chief of the Waswanipi Band