

## **Complementary Agreement no. 1**

(CBJNQ)

BETWEEN

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

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 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 parties hereto entered into an agreement on the 11<sup>th</sup> day of November, 1975, and an amending agreement thereto on December 12, 1975, which agreements are hereinafter referred to as “The James Bay and Northern Québec Agreement”;

WHEREAS the parties hereto undertake to enter into, immediately after the signature hereof, an agreement, hereinafter referred to as “The Northeastern Québec Agreement”, with the members of the Naskapis de Schefferville band, the said band and the Naskapis of Québec;

WHEREAS the parties hereto wish to amend the James Bay and Northern Québec Agreement in the manner hereinafter set forth,

Now, therefore, the parties hereto agree as follows :

1. For the purposes of the present agreement, hereinafter referred to as “Complementary Agreement No. 1”, the words “Naskapis of Québec” shall mean those persons defined in subsection 1.8 of section 1 of the Northeastern Québec Agreement.
2. The parties hereto amend Sections 1, 22, 23 and 24 of the James Bay and Northern Québec Agreement as specified, respectively, in schedules 1, 2, 3 and 4 which are attached hereto to form part hereof.
3. The parties hereto acknowledge that the said amendments to Sections 23 and 24 of the James Bay and Northern Québec Agreement are stipulated for the benefit of the Naskapis of Québec.
4. The parties hereto further acknowledge that the said amendments to Sections 1, 22, 23 and 24 of the James Bay and Northern Québec Agreement are made to allow the execution and implementation of the Northeastern Québec Agreement.
5. Québec and Canada shall forthwith respectively take the necessary measures in order to table in l’Assemblée nationale the proclamation and lay before Parliament the Order-in-Council to approve, give effect to and declare valid Complementary Agreement No. 1.
6. Except for articles 1, 5 and 6 hereof, the parties hereto shall not be bound by Complementary Agreement No. 1 and the said agreement shall be without effect until the coming into force of the proclamation and Order-in-Council contemplated by article 5 hereof. The amendments contemplated in article 2 hereof are suspended until the coming into force of the Northeastern Québec Agreement, and in the event that the latter agreement does not come into force in accordance with its terms, the said amendments shall be null and without effect.

## Annex 1

### Amendments to Section 1

**1** Sub-Section 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.

*[Amendment integrated]*

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

1.17 “ and Northern Québec Agreement” : the present Agreement.

*[Amendment integrated]*

**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.

*[Amendment integrated]*

## Annex 2

### Amendment to Section 22

**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.

*[Amendment integrated]*

### Annex 3

#### Amendments to Section 23

**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.

#### [Amendment integrated]

**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.

#### [Amendment integrated]

**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) days 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 or 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.

*[Amendment integrated]*

**Annex 4**

## Amendments to Section 24

**1** Sub-Section 24.1 of Section 24 of the James Bay and 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.

*[Amendment integrated]*

**2** Sub-Section 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.

*[Amendment integrated]*

**3** Sub-Section 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 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.

*[Amendment integrated]*

**4** Sub-Section 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.

*[Amendment integrated]*

**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 in 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 IIN lands and in Category III lands.

*[Amendment integrated]*

**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.

*[Amendment integrated]*

**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.

*[Amendment integrated]*

**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 Native 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.

**[Amendment integrated]**

**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.

**[Amendment integrated]**

**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.

*[Amendment integrated]*

**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, furthermore, 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.

*[Amendment integrated]*

**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.

*[Amendment integrated]*

**13** Sub-paragraphs 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.

*[Amendment integrated]*

**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.

*[Amendment integrated]*

**15** Sub-Section 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.

*[Amendment integrated]*

**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.

*[Amendment integrated]*

**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.

*[Amendment integrated]*

**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.

*[Amendment integrated]*

**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 guarantees in favour of the Crees, the Inuit and the Naskapis established by the Hunting, Fishing and Trapping Regime.

**[Amendment integrated]**

**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.

**[Amendment integrated]**

**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 50<sup>th</sup> 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.

**[Amendment integrated]**

**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.

**[Amendment integrated]**

**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.

**[Amendment integrated]**

**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.

*[Amendment integrated]*

**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.

*[Amendment integrated]*

**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 Categories 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 of the interested Inuit authority or the Naskapi Native party.

*[Amendment integrated]*

**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 55<sup>th</sup> 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 55<sup>th</sup> parallel; and

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

c) the Category I lands north of the 55<sup>th</sup> parallel of latitude allocated to the Crees of Great Whale River. See compl. A. no 3, s. 18, 22 and 23

24.13.3 The Inuit area of primary interest shall be :

a) that portion of the Territory lying to the north of the 55<sup>th</sup> parallel of latitude with the exception of those areas north of the 55<sup>th</sup> parallel of latitude referred to in sub-paragraphs 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 55<sup>th</sup> parallel of latitude allocated to the Inuit of Fort George, the Category II lands north of the 55<sup>th</sup> 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 55<sup>th</sup> parallel of latitude as shown on a map annexed hereto as Schedule 1. See compl. A. no 3, s. 19, 22 and 24

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 55<sup>th</sup> 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 55<sup>th</sup> 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 55<sup>th</sup> 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. See compl. A. no 3, s. 20, 22 and 25

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 55<sup>th</sup> 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 55<sup>th</sup> 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. See compl. A. no 3, s. 21, 22 and 26

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-paragraph 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 70<sup>th</sup> meridian of longitude, south of the 58<sup>th</sup> parallel of latitude and north of the 55<sup>th</sup> 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 55<sup>th</sup> parallel of latitude and east of the 70<sup>th</sup> 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-paragraphs 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, Fishing 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 modification 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.

**[Amendment integrated]**

**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, 24.1.34, 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.

**[Amendment integrated]**

**Annex 4**

*See plan no. 64 Secteur pour les Naskapis (Complementary Documents)*

**Annex 5**

*See plan no. 65 (Complementary Documents)*

**Annex 6**

*See plan no. 66 (Complementary Documents)*

**SIGNATORIES (CBJNQ N° 1)**

Signée à Québec, le 31 janvier 1978

Signed at Québec, January 31, 1978

For the Grand Council of the Crees (of Québec)

---

---

---

---

---

---

---

---

---

---

For the Northern Québec Inuit Association

---

---

---

---

---

---

---

---

---

---

Pour le Gouvernement du Québec

---

Claude Morin, ministre des Affaires intergouvernementales

---

Yves Bérubé, ministre des Richesses naturelles  
Pour la Société d'énergie de la Baie James

---

Robert A. Boyd, Président  
Pour la Société de développement de la Baie James

---

Charles Boulva, Président  
Pour la Commission hydroélectrique de Québec (Hydro-Québec)

---

Robert A. Boyd, Président  
Pour le gouvernement du Canada

---

J. Hugh Faulkner, ministre des Affaires indiennes et du  
Nord canadien

## **Complementary Agreement no. 2**

(CBJNQ)

BETWEEN

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

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 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 by agreement dated September 22, 1977 the parties hereto agreed to execute a supplementary agreement amending the James Bay and Northern Québec Agreement (hereinafter called the “Agreement”);

AND WHEREAS the Agreement came into force on October 31, 1977.

Now, therefore, the parties hereto agree as follows :

**1** The first paragraph of Sub-Section 2.3 of the Agreement is amended by replacing the words “and in Canada” in the 6th line thereof by the words “and in Québec” so that the said Sub-Section 2.3 shall read as follows :

2.3 In consideration of the rights and benefits herein set forth in favour of the Inuit of Port Burwell who are ordinarily resident of Killinek Island, the Inuit of Port Burwell 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.

Québec and Canada, the James Bay Energy Corporation, the James Bay Development Corporation and the Québec Hydro-Electric Commission (Hydro-Québec) to the extent of their respective obligations as set forth herein, hereby give, grant, recognize and provide to the Inuit of Port Burwell the rights, privileges and benefits specified herein, the whole in consideration of the said cession, release, surrender and conveyance mentioned in this paragraph.

For purposes of the Agreement a person of Inuit ancestry who was or will be born on that part of Killinek Island within the Northwest Territories shall be deemed to have been born or to be born in Québec, or if such person is ordinarily resident in Port Burwell he shall be deemed to be ordinarily resident in Québec.

The provisions of the Agreement as set forth in Section 3 (Eligibility), Section 6 (Land Selection-Inuit of Québec), Section 7 (Land Regime Applicable to the Inuit), Section 23 (Environment and Future Development – North of the 55<sup>th</sup> Parallel), Section 24 (Hunting, Fishing and Trapping), Section 25 (Compensation and Taxation) and Section 27 (Inuit Legal Entities) shall apply to the Inuit of Port Burwell and for the purposes of such Sections the Inuit community of Port Burwell shall be deemed to be an “Inuit community”. Notwithstanding the foregoing the Inuit of Port Burwell shall not be included in paragraph 3.2.4 for the purpose of calculating the division of compensation as provided in paragraph 25.4.1.

Canada or the Government of the Northwest Territories, as the case may be, will continue to be responsible for providing programs and services to the Inuit who are ordinarily resident in Port Burwell in accordance with criteria that may be established from time to time.

**[Amendment integrated]**

**2** Sub-Section 2.6 of Section 2 of the Agreement is amended by deleting therefrom the words “and the native claims, rights, title and interest of the Inuit of Port Burwell in Canada” so that the said Sub-Section 2.6 shall read as follows :

2.6 The federal legislation approving, giving effect to and declaring valid the Agreement shall extinguish all native claims, rights, title and interests of all Indians and all Inuit in and to the Territory, whatever they may be.

**[Amendment integrated]**

**3** The first paragraph of paragraph 25.1.16 of Section 25 of the Agreement is amended by replacing the said first paragraph by the following :

The Inuit of Québec shall receive from Canada for the Inuit of Port Burwell an additional sum of forty-four per cent (44%) of the sum arrived at by multiplying one hundred and fifty million dollars (\$ 150,000,000) by the fraction obtained by dividing eighty-five (85) by the aggregate number of persons eligible under paragraphs 3.2.1 a) and 3.2.4.

**[Amendment integrated]**

**4** The present amendments shall take effect retroactively from November 11, 1975.

**5** The present Complementary Agreement NO. 2 shall come into force when the decree and the proclamation contemplated in the laws of Canada (S.C. 1976, c. 32) and Québec (L.Q. 1976, c. 46) approving, giving effect to and declaring valid the Agreement are both in force.

**SIGNATORIES (CBJNQ 2)**

Signée à Québec, le 31 janvier 1978

Signed at Québec, January 31, 1978

For the Grand Council of the Crees (of Québec)

---

---

---

---

---

---

---

---

---

---

For the Northern Québec Inuit Association

---

---

---

---

---

---

---

---

---

---

Pour le Gouvernement du Québec

---

Claude Morin, ministre des Affaires intergouvernementales

---

Yves Bérubé, ministre des Richesses naturelles

Pour la Société d'énergie de la Baie James

---

Robert A. Boyd, Président

Pour la Société de développement de la Baie James

---

Charles Boulva, Président

Pour la Commission hydroélectrique de Québec (Hydro-Québec)

---

Robert A. Boyd, Président

Pour le gouvernement du Canada

---

J. Hugh Faulkner, ministre des Affaires indiennes et du  
Nord canadien

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

(CBJNQ)

BETWEEN

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

Le GOUVERNEMENT DU QUÉBEC (hereinafter referred to as “Québec”), represented by the ministre des Affaires intergouvernementales, the Honourable Claude Morin, 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 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 (hereinafter referred to as the “Agreement”) provides for the setting aside of Category IA lands and the granting of Category IB and Category IB Special lands for the benefit of the Fort George Cree community and provides as well for Category II lands for the said Fort George Cree community;

WHEREAS the Agreement also provides that 17.4 square miles will be granted to the Inuit community corporation for Fort George (Mailasikut) as Category I lands;

WHEREAS the Agreement also provides that, out of the Category II lands for the Cree community of Fort George, an area of 231 square miles of Category II lands are to be allocated for the Inuit of Fort George;

WHEREAS Québec, the Cree band of Fort George and the Inuit of Fort George have agreed upon land selection for the Inuit of Fort George in respect to said Category I lands and the Inuit of Fort George have waived and renounced to their right to the allocation of 231 square miles of Category II lands;

WHEREAS certain of the parties hereto are involved in negotiations respecting the relocation of the community of Fort George and modifications to Le Complexe La Grande (1975) referred to in the Agreement;

WHEREAS it is appropriate to amend the Agreement.

NOW, therefore the parties hereto hereby agree as follows:

- 1 Section 4 of the Agreement is amended by deleting the following paragraph (being the eleventh paragraph of the English text and the tenth paragraph of the French text thereof):

“The Inuit of Fort George shall have a right to seventeen decimal four square miles (17.4 sq.m.) of Category IB lands and two hundred and thirty one square miles (231 sq.m.) of Category II lands. However, the preliminary territorial description for Fort George in the following text includes the above-mentioned land allocations for the Inuit of Fort George, it being understood that the delimitations may be modified subsequently with the mutual consent of the Crees, the Inuit, Québec, and, if necessary, Canada to take into account land selection by the Inuit of Fort George”.

*[Amendment integrated]*

- 2 Section 4 of the Agreement is amended by adding at the end of said Section the following paragraph:

“Notwithstanding the cartographic descriptions for the Category IA lands, Category IB lands, special Category IB lands and Category II lands for Fort George shown on the attached maps, the cartographic descriptions for the said lands for Fort George are those shown on the maps attached as Schedules 1 and 2 to Annex 1 of this Section, which schedules form part of this Section”.

The said Schedules 1 and 2 are attached hereto to form part hereof.

*[Amendment integrated]*

- 3 Paragraph 4.1 of Sub-Section 4 of Annex 1 of Section 4 of the Agreement is amended by replacing the said paragraph and the title thereof by the following:

#### 4.1 Category IA lands

A territory situated south of La Grande River, east of James Bay, bounded to the east by Category IB lands, and to the south by an unnamed river the mouth of which is in “Dead Duck” bay, shown on the preliminary maps, which are not based upon technical surveys and which are attached as Schedule 1 to this annex, and comprising all the land delimited by the geometrical segments, topographical features and other boundaries as follows:

“Commencing at a point formed by the intersection of meridian 78° 30' 46" west with a line parallel to elevation 108 and at a distance therefrom of two hundred feet (200 ft. or 60.96 m) toward the hinterland; from there in a direction due south for a distance of approximately sixty-nine thousand feet (69,000 ft. or 21,031 m) until the line of the high water mark of the north shore of an unnamed river the mouth of which is in Dead Duck bay; in a general direction west, by following the high water mark of the north shore of this river until it meets with a line parallel to the high water mark of James Bay at a distance from the latter of two hundred feet (200 ft. or 60.96 m) toward the hinterland; in a general direction north, east and southeast by following that said line parallel to the line of the high water mark of James Bay and a line parallel to the high water mark of the south shore of La Grande River and at a distance therefrom of two hundred feet (200 ft. or 60.96 m) toward the hinterland until it meets a point situated one mile (1.0 mi or 1.61 km) north-west of the center of the site of the proposed village of Fort George; toward the north-east a distance of two hundred feet (200 ft or 60.96 m) until it meets with the line of the highwater mark of the south shore of La Grande River; from there in a general direction southeast following this line of

the highwater mark for a distance of two miles (2 mi or 3.22 km); toward the southwest for a distance of two hundred feet (200 ft or 60.96 m) until it meets with a line parallel to the line of the high water mark of the south shore of La Grande River at a distance from the latter of two hundred feet (200 ft or 60.96 m) toward the hinterland; from there in a general direction southeast and east following the said line parallel to the high water mark of the south shore of La Grande River at a distance from the latter of two hundred feet (200 ft or 60.96 m) toward the hinterland, until Block La Chesnay (proposed) at meridian 78° 36' 20" west; in a direction south 10° 50' west for a distance of one thousand nine hundred feet (1,900 ft or 579.1 m); in a direction south 40° 55' east for a distance of four thousand seven hundred and fifty feet (4,750 ft or 1,447.8 m); in a direction south 88° 10' east for a distance of nine thousand eight hundred feet (9,800 ft or 2,987 m); in a direction north 1° 50' east for a distance of approximately three thousand feet (3,000 ft or 914.4 m) until it meets with a line parallel to elevation 108 and at a distance from the latter of two hundred feet (200 ft or 60.96 m) toward the hinterland; in a general direction east by following the said line parallel to elevation 108 and at a distance from the latter of two hundred feet (200 ft or 60.96 m) toward the hinterland until meridian 78° 30' 46" west at the point of commencement".

Along James Bay, Walrus Point may be included in Category IA lands if the said Walrus Point is part of the mainland.

Category IA lands shall include that part of l'Ile du Gouverneur within the highwater mark of La Grande River (known also as Fort George island) where the Fort George village is located. If the Fort George village is relocated, the parties agree that this island shall nevertheless remain Category IA lands, subject to a prohibition to maintain or re-establish a community, and community facilities, services and structures on the said island. Such prohibition to build such facilities, services or structures of any nature shall constitute a servitude in favour of the parties hereto other than the native parties. Notwithstanding the above, such prohibition shall not apply to the existing Catholic cemetery and to the existing Anglican cemetery and the adjacent old Anglican church.

There is subtracted from this area of land hereinabove described a corridor of two hundred and forty feet (240 ft. or 73.15 m) in width for a power transmission line starting from Block La Chesnay (proposed) to the eastern limits of said area of land, and a right of way of one hundred and fifty feet (150 ft. or 45.72 m) in width for the road leading to Fort George and LG 2, and a corridor of five hundred feet (500 ft. or 152.4 m) in width situated along both sides of the right of way of this road, as well as a right of way of one hundred and fifty feet (150 ft. or 45.72 m) for an access road to Block La Chesnay (proposed). The corridor for the power transmission line and the rights of way for the roads are Category III lands and the five hundred feet (500 ft. or 152.4 m) corridors situated along both sides of the right of way of the Fort George to LG 2 road are Category II lands.

The Category IA lands, including l'île du Gouverneur, but excluding the corridors and rights of way hereinabove described, cover an area of three hundred and twelve decimal five square miles (312.5 sq. mi. or 809.38 sq. km).

**[Amendment integrated]**

**4** Paragraph 4.2 of Sub-Section 4 of Annex 1 of Section 4 of the Agreement is amended by replacing the said paragraph and the title thereof by the following:

**4.2 Special Category IB lands**

A territory situated north of La Grande River, at the eastern limit of James Bay shown on the preliminary maps, which are not based upon technical surveys and which are attached as Schedule 1 to this annex, and comprising all the land delimited by the geometrical segments, topographical features and other boundaries as follows:

“Commencing at a point formed by the intersection of parallel of latitude 53° 53' 25" north with a line parallel to the line of the high-water mark of the eastern shore of James Bay and at a distance from the latter of two hundred feet (200 ft. or 60.96 m) toward the hinterland; from there in a direction south 32° 14' east for a distance of forty-five thousand feet (45,000 ft. or 13,716 m); in a direction south 57° 46' west for a distance of approximately five thousand feet (5,000 ft. or 1,524 m) until it meets with a line parallel to the line of the high-water mark of the north-east shore of La Grande River and at a distance from the latter of two hundred feet (200 ft. or 60.96 m) toward the hinterland; in a general direction north-west, west, north and east, the said line parallel to the line of the high-water mark of the north-east shore of La Grande River as well as the eastern shore of James Bay and at a distance therefrom of two hundred feet (200 ft. or 60.96 m) toward the hinterland, until parallel of latitude 53° 53' 25" up to the point of commencement”.

The Special Category IB lands cover an area of twenty-four decimal five square miles (24.5 sq. mi. or 63.46 sq. km).

**[Amendment integrated]**

**5** Paragraph 4.3 of Subsection 4 of Annex 1 of Section 4 of the Agreement is amended by replacing the said paragraph and the title thereof by the following:

**4.3 Category IB lands**

Category IB lands cover an area of one hundred and eighty-five decimal ninety-five square miles (185.95 sq. mi. or 481.8 sq. km) from which is deducted an area of seventeen decimal four square miles (17.4 sq. mi. or 45.1 sq. km) which shall be Category I lands for the Inuit as described in sub-paragraph 4.3.2 hereof and the remaining Category IB lands are described in sub-paragraph 4.3.1 hereof as Category IB lands.

**4.3.1 Category IB lands for the Crees**

The lands situated south of La Grande River north of an unnamed river having its mouth in Dead Duck bay and bounded to the west by Category IA lands hereinabove described shown on the preliminary maps, which are not based upon technical surveys and which are attached as Schedule 1 to this annex, and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows:

“Commencing at a point formed by the intersection of meridian 78° 30' 46" west with a line parallel to elevation 108 and at a distance from the latter of two hundred feet (200 ft. or 60.96 m) toward the hinterland; from there by following in a general direction east this line parallel to elevation 108 and at a distance from the latter of two hundred feet (200 ft. or 60.96 m) toward the hinterland until meridian 78° 09' 14" west; in a direction due south for a distance of forty-six thousand eight hundred feet (46,800 ft. or 14,264.6 m) approximately until parallel of latitude 53° 36' 06" north; in a direction due west for a distance of twenty-two thousand and ten feet (22,010 ft. or 6,708.6 m) until approximately meridian 78° 15' 19" west, in a direction due south for a distance of twenty-two thousand and twenty-five feet (22,025 ft. or 6,713.2 m) approximately until parallel of latitude 53° 32' 30" north, in a direction due west for a distance of approximately thirty-two thousand eight hundred feet (32,800 ft. or 9,601.2 m) until the line of the high-water mark of the north shore of the unnamed river having its mouth in Dead Duck bay; from there by following in a general direction west the line of the high-water mark of the north shore of the said river until meridian 78° 30' 46" west; in a direction due north of a distance of approximately sixty-nine thousand feet (69,000 ft. or 21,336 m) until it meets with a line parallel to elevation 108 and at a distance from the latter of two hundred feet (200 ft. or 60.96 m) toward the hinterland, this point being the point of commencement”.

Of this block of lands hereinabove described, there must be subtracted a corridor of two hundred and forty feet (240 ft. or 73.15 m) in width for the passage of a power transmission line starting from Block La Chesnay (proposed) and a right of way of one hundred and fifty feet (150 ft. or 45.72 m) wide for the road leading to Fort George and LG 2, as well as a corridor of five hundred feet (500 ft. or 152.4 m) wide along each side of the right of way for this road. The right of way for the road and the corridor for the transmission lines are Category III lands and the corridors of five hundred feet (500 ft. or 152.4 m) along each side of the right of way for the road are Category II lands.

These Category IB lands excluding the corridors and rights of way hereinabove described cover an area of one hundred and sixty-eight and six tenths square miles (168.6 mi<sup>2</sup> or 436.7 km<sup>2</sup>).

#### 4.3.2 Category I lands for the Inuit

A territory bounded to the north and to the west by Category IB lands for the Crees hereinabove described, shown on the preliminary maps, which are not based upon technical surveys and which are attached as Schedule 1 to this annex, and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows:

“Commencing at a point situated on meridian 78° 09' 14" west, forty-seven thousand feet (47,000 ft. or 14,325.6 m) south of La Grande River at elevation 108; from there in a direction south for a distance of twenty-two thousand and twenty-five feet (22,025 ft. or 6,713.2 m) approximately until parallel of latitude 53° 32' 30" north; in a direction west for a distance of twenty-two thousand and forty feet (22,040 ft. or 6,717.8 m), in a direction north for a distance of twenty-two thousand and twenty-five feet (22,025 ft. or 6,713.2 m), in a direction east for a distance of approximately twenty-two thousand and ten feet (22,010 ft. or 6,708.6 m) until the point of commencement”.

The small unnamed lake situated at the south-east corner of Category I lands for the Inuit, of which the geocentric coordinates are 53° 32' 35" north and 78° 09' 20" west, may be included in Category I lands for the Inuit if more than 50 % of its surface falls within Category I lands for the Inuit as a result of boundary adjustments for the purpose of surveys, and provided that the total area of Category I lands for the Inuit remains seventeen decimal four square miles (17.4 mi<sup>2</sup> or 45.1 km<sup>2</sup>).

#### [Amendment integrated]

6 Paragraph 4.4 of Sub-Section 4 of Annex 1 of Section 4 of the Agreement is amended by adding at the end thereof the following:

Notwithstanding the above description, these Category II lands do not include the areas of lands shown on the preliminary maps which are attached as Schedule 1 to this annex and identified and described as follows, which lands are Category III lands:

i) Block La Chesnay (proposed) which is described as follows:

“Commencing at a point formed by the intersection of meridian 78° 36' 20" west and a line parallel to the line of the high-water mark of the south shore of La Grande River and at a distance from the latter of two hundred feet (200 ft or 60.96 m) toward the hinterland in a direction south 1° 50' west for a distance of one thousand nine hundred feet (1,900 ft or 579.1 m); in a direction south 40° 55' east for a distance of four thousand seven hundred and fifty feet (4,750 ft or 1,447.8 m); in a direction south 88° 10' east for a distance of nine thousand eight hundred feet (9,800 ft or 2,987 m); in a direction north 1° 50' east for a distance of approximately three thousand feet (3,000 ft or 914.4 m) until it meets a line parallel to elevation 108 and at a distance from the latter of two hundred feet (200 ft. or 60.96 m) toward the hinterland, this point of intersection is hereinafter called “Point A”.

From the point of commencement hereinabove described, that is a point formed by the intersection of meridian 78° 36' 20" west and a line parallel to the line of the high-water mark of the south shore of La Grande River and at a distance from the latter of two hundred feet (200 ft or 60.96 m) in a direction north 1° 50' east for a distance of nine thousand three hundred feet (9,300 ft or 2,834.6 m); in a direction south 88° 10' east for a distance of fifteen thousand two hundred feet (15,200 ft or 4,633. m); in a direction south 1° 50' west for a distance of approximately twelve thousand feet (12,000 ft. or 3,657.6 m) until it meets with a line parallel to elevation 108 at a distance from the latter of two hundred feet (200 ft or 60.96 m) toward the hinterland on the south shore, in a general direction west, following the said line parallel to elevation 108 at a distance from the latter of two hundred feet (200 ft or 60.96 m) toward the hinterland for a distance of approximately two thousand feet (2,000 ft or 609.6 m) until Point A hereinabove described”;

ii) an area of lands located between the north shore of La Grande River and elevation 108, such lands being limited to the east by the eastern limit of Category II lands and to the west by Block La Chesnay (proposed);

iii) an area of lands located between the south shore of La Grande River and elevation 108, such lands being limited to the east by the eastern limit of Category II lands or Category IB lands, whichever is further east, and to the west by Block La Chesnay (proposed).

The parties specially agree that the portion of La Grande River that is east of Block La Chesnay (proposed) forms part of Category III lands and the portion of La Grande River that is west of Block La Chesnay (proposed) and the islands therein west of the said Block form part of Category II lands.

Category II lands are shown on a preliminary map which is attached as Schedule 2 to this annex.

*[Amendment integrated]*

7 Paragraph 5.1.1 of Section 5 of the Agreement is amended by replacing the said paragraph by the following:

Category I lands which are tracts of land having an area of approximately 2,140.6 square miles and which include Categories IA, IB and Special IB, as hereinafter defined shall be set aside for the James Bay Crees as defined in the Agreement.

*[Amendment integrated]*

8 Paragraph 5.1.3 of Section 5 of the Agreement is amended by replacing the first paragraph thereof by the following:

Category IB lands of an area of approximately 866.6 square miles for the James Bay Crees as shown on the attached maps and as described in Section 4, which shall be excluded from the James Bay Municipality, will be granted by the provisions of the special legislation to provincial corporations composed solely of James Bay Crees.

*[Amendment integrated]*

9 Sub-paragraph 5.1.7E of Section 5 of the Agreement is amended by replacing the third paragraph thereof by the following:

Unless the Crees are compensated in money in respect to expropriations by Québec and subject to the provisions of paragraph 5.1.8, the total area of Category I lands shall never be less than 2,140.6 square miles without the consent of the Crees or exceed 2,140.6 square miles without the consent of Québec.

*[Amendment integrated]*

**10** Paragraph 5.2.1 of Section 5 of the Agreement is amended by replacing the said paragraph by the following:

**5.2.1 Definition**

Category II lands will comprise 25,130 square miles south of the 55<sup>th</sup> parallel of latitude where the James Bay Crees shall have the exclusive right of hunting, fishing and trapping and will also have the rights established under Section 24 of the Agreement. Other uses of Category II lands for purposes other than hunting, fishing and trapping shall be subject to the provisions set forth below.

Provincial jurisdiction shall continue over Category II lands.

*[Amendment integrated]*

**11** Paragraph 6.2.1 of Section 6 of the Agreement is amended by replacing the said paragraph by the following:

**6.2.1 Allocation**

The Inuit communities of Akulivik (Cape Smith), Aupaluk (Hopes Advance Bay), Inukjuak (Port Harrison), Kangirsualudjuak (George River), Kangirsuk (Payne Bay), Kuudjuak (Fort Chimo), Tasiujaq (Leaf Bay), Koartak, Killinek (Port Burwell), Kangirsujuak (Wakeham Bay), Salluit (Sugluk), Povungnituk, Ivujivik and Great Whale River shall each be allocated an area of Category II lands that is the aggregate of one thousand (1,000) square miles and three and one half (3.5) square miles for each member of the community at the date of the execution of the Agreement. The remainder of the allocation to the Inuit of Québec and to the Inuit of Port Burwell shall be apportioned in accordance with an agreement to be made between the land selection committees of each community.

The said method of allocation shall apply to the selection of Category II lands of Great Whale River by the Inuit and the Crees. The basic allocation of 1,000 square miles shall consist of 600 square miles for the Inuit and 400 square miles to the Crees, subject to the provisions of paragraph 8.3 of Annex 1 of Section 4. There shall be representation of the Crees and Inuit of Great Whale River in the decisions of the land selection committees concerning the allocation of the abovementioned remainder of Category II lands.

*[Amendment integrated]*

**12** Paragraph 7.1.1 of Section 7 of the Agreement is amended by replacing the second paragraph thereof by the following:

In addition, a tract of land comprising an area of seventeen and four tenths (17.4) square miles situated south of the 55<sup>th</sup> parallel of latitude shall be granted to the Inuit of Fort George in ownership for Inuit community purposes. The land regime applicable to such lands shall be the regime set forth in this Section and such lands shall be excluded from the James Bay Municipality.

*[Amendment integrated]*

**13** Paragraph 7.1.4 of Section 7 of the Agreement is amended by replacing the said paragraph by the following:

Until the homologation of the survey of Category I lands of each Inuit Community Corporation, provided for in paragraph 6.1.2, the lands held in title by such corporations shall be described by the map identifications provided for in Section 6 with the exception of the lands held in title by the Inuit Community

Corporation for Fort George which shall be as described in paragraph 4.3.2 of Sub-Section 4 of Annex 1 of Section 4.

*[Amendment integrated]*

**14** Paragraph 7.2.1 of Section 7 of the Agreement is amended by replacing the second, third and fourth paragraphs thereof by the two (2) following paragraphs:

Part of the said Category II lands shall be allocated to the Crees of Great Whale River as provided in paragraph 8.3 of Annex 1 of Section 4.

Category II lands shall remain under provincial jurisdiction.

*[Amendment integrated]*

**15** Paragraph 10.0.1 of Section 10 of the Agreement is amended by adding thereto the following paragraph:

In addition, the members of the Inuit community of Fort George shall be members of the said “Corporation of Fort George” and the said corporation shall also have jurisdiction in the territory allocated to the Inuit of Fort George as Category I lands. However, the said members of the Inuit community of Fort George shall not be members of the Cree Regional Authority contemplated by Section 11A of the Agreement.

*[Amendment integrated]*

**16** Paragraph 10.0.4 of Section 10 of the Agreement is amended by adding thereto the following paragraph:

In the case of the council of the Corporation of Fort George, if no Inuk of the Inuit community of Fort George is a member of the council pursuant to the first paragraph of paragraph 10.0.4, an Inuk of the Inuit community of Fort George shall be appointed to the said council as an additional councillor. Such appointment shall be made by the members of the Corporation of Fort George from among those proposed by the said Inuit community which shall submit at least two names.

*[Amendment integrated]*

**17** Paragraph 10.0.19 of Section 10 of the Agreement is amended by replacing the said paragraph by the following:

10.0.19 The provisions of this Section can only be amended with the consent of Québec and the Cree Native party, except with respect to the second paragraph of paragraph 10.0.1 and the second paragraph of paragraph 10.0.4 in which cases the consent of the Inuit Native party shall also be required.

The Inuit Native party agrees furthermore to make any amendment to the second paragraph of 10.0.1 and the second paragraph of 10.0.4 which is consented to by the Inuit Community Corporation of Fort George.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec.

*[Amendment integrated]*

**18** Sub-Paragraph 24.13.2 a) of Section 24 of the Agreement is amended by replacing the said sub-paragraph by the following:

a) that portion of the Territory south of the 55<sup>th</sup> parallel of latitude with the exception of the Category I lands allocated to the Inuit of Fort George, and

**19** Paragraph 24.13.4 of Section 24 of the Agreement is amended by replacing the said paragraph by the following:

24.13.4 The area of common interest for the James Bay Crees and the Inuit of Québec shall be the Category II lands north of the 55<sup>th</sup> parallel of latitude allocated to the James Bay Crees of Great Whale River and the area of the traplines allocated to the James Bay Crees of Great Whale River located north of the 55<sup>th</sup> parallel of latitude as shown on a map annexed hereto as Schedule 1.

**20** Paragraph 24.13.6 of Section 24 of the Agreement is amended by adding thereto the following sub-paragraph:

c) The James Bay Crees of Fort George shall have the right to harvest in the Category I lands allocated to the Inuit of Fort George, which right 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 Fort George to trap beaver in these lands.

**21** Sub-paragraph 24.13.7 b) of Section 24 of the Agreement is amended by replacing the said sub-paragraph by the following:

b) The Inuit of Fort George shall have the right to harvest in the area south of the 55<sup>th</sup> parallel of latitude in the zones shown on the map attached as Schedule 2 to Annex 1 to Section 4, which right shall not include the right to trap beaver except with the authorization of the responsible Cree tallyman. The Inuit of Fort George shall also have the same right as the Crees to own and operate outfitting facilities in that part of the said zones within Category I and II lands for the Crees of Fort George.

**22** The parties hereto have executed Complementary Agreement No. 1 to the Agreement. Upon the coming into force of the said Complementary Agreement No. 1 and of the amendments to the Agreement provided for therein, the amendments to sub-paragraphs 24.13.2 a) and 24.13.7 b), paragraphs 24.13.4 and 24.13.6 provided for in articles 18, 19, 20 and 21 of the present Complementary Agreement no. 3 shall be replaced by the amendments provided for in the following articles 23, 24, 25 and 26.

**23** Sub-paragraph 24.13.2 a) of Section 24 of the Agreement as amended by Complementary Agreement No. 1 of the Agreement is amended by replacing the said amended sub-paragraph by the following:

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

*[Amendment integrated]*

**24** Paragraph 24.13.4 of Section 24 of the Agreement as amended by Complementary Agreement No. 1 to the Agreement is amended by replacing the said amended paragraph by the following:

24.13.4 The area of common interest for the Crees and the Inuit shall be the Category II lands north of the 55<sup>th</sup> 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 55<sup>th</sup> parallel of latitude as shown on a map annexed hereto as Schedule 1.

*[Amendment integrated]*

**25** Paragraph 24.13.6 of Section 24 of the Agreement as amended by Complementary Agreement No. 1 to the Agreement is amended by adding the following sub-paragraph:

c) The James Bay Crees of Fort George shall have the right to harvest in the Category I lands allocated to the Inuit of Fort George, which right 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 Fort George to trap beaver in these lands.

*[Amendment integrated]*

**26** Sub-paragraph 24.13.7 b) of Section 24 of the Agreement as amended by Complementary Agreement No. 1 to the Agreement is amended by replacing the said amended sub-paragraph by the following:

b) The Inuit of Fort George shall have the right to harvest in the area south of the 55<sup>th</sup> parallel of latitude in the zones shown on the map attached as Schedule 2 to Annex 1 to Section 4, which right shall not include the right to trap beaver except with the authorization of the responsible Cree tallyman. The Inuit of Fort George shall also have the same right as the Crees to own and operate outfitting facilities in that part of the said zones within Category I and II lands for the Crees of Fort George.

*[Amendment integrated]*

**27** The present Complementary Agreement No. 3 shall come into force when the decree and the proclamation contemplated in the laws of Canada (S.C. 1976-77, c. 32) and Québec (L.Q. 1976, c. 46) approving, giving effect to and declaring valid the Agreement are both in force.

**Annex**

Schedule 1 to annex 1 to section 4

This Schedule comprises:

two (2) plans entitled: “Fort George, préparé par le service de l’Arpentage, Direction générale du Domaine territorial, Ministère des Terres et Forêts, dossier 56404/60A, feuillet ouest et feuillet est”

Schedule 2 to annex 1 to section 4

This Schedule comprises:

one (1) plan entitled: “Terres de la catégorie II de Fort George, révision 1, janvier 1978”.

**SIGNATORIES (CBJNQ 3)**

Signée à Québec, le 31 janvier 1978

Signed at Québec, January 31, 1978

For the Grand Council of the Crees (of Québec)

---

---

---

---

---

---

---

---

---

---

For the Northern Québec Inuit Association

---

---

---

---

---

---

---

---

---

---

Pour le Gouvernement du Québec

---

Claude Morin, ministre des Affaires intergouvernementales  
Pour la Société d'énergie de la Baie James

---

Robert A. Boyd, Président  
Pour la Société de développement de la Baie James

---

Charles Boulva, Président  
Pour la Commission hydroélectrique de Québec (Hydro-Québec)

---

Robert A. Boyd, Président  
Pour le gouvernement du Canada

---

J. Hugh Faulkner, ministre des Affaires indiennes et du  
Nord canadien

## **Complementary Agreement no. 4**

(CBJNQ)

BETWEEN

THE GRAND COUNCIL OF THE CREES (OF QUÉBEC) – GRAND CONSEIL DES CRIS (DU QUÉBEC) – WEENBACOOCH NOCHEMEWEOCH AHNADAMADOOCH (QUÉBEC) (hereinafter referred to as 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 Crees Bands of Fort George, Old Factory, Eastmain, Rupert House, Waswanipi, Mistassini, Nemaska and Great Whale River, and represented by its undersigned authorized representatives,

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 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.

WHEREAS the parties hereto are some of the parties which have agreed to execute, after the signature hereof, an agreement hereinafter referred to as the “Chisasibi Agreement”;

WHEREAS the parties hereto have agreed to amend certain provisions of Section 8 of the James Bay and Northern Québec Agreement;

WHEREAS the parties hereto are entitled to amend the said provisions of Section 8 of the said James Bay and Northern Québec Agreement in virtue of Sub-Section 8.19 thereof.

NOW, therefore the parties hereto hereby agree as follows:

**1** For the purposes of the present Agreement, the following words and phrases shall mean:

1.1 “James Bay and Northern Québec Agreement”, the agreement approved, given effect to and declared valid by chapter 32 of the Statutes of Canada 1976-77 and Lois du Québec 1976, chapitre 46, as amended by Complementary Agreements Nos 1, 2 and 3 executed on January 31, 1978 to the extent that such amendments are in force from time to time;

1.2 “Chisasibi Agreement”, the agreement to be executed between the Grand Council of the Crees (of Québec), the Fort George Band, the Fort George Band Council, la Société d'énergie de la Baie James, la Société de développement de la Baie James, la Commission hydroélectrique de Québec (Hydro-Québec), le Gouvernement du Québec, the Government of Canada and the Minister of Indian Affairs and Northern Development, respecting, inter alia, the relocation of the Fort George Cree community to the mainland.

**2** Paragraph 8.1.2 of Section 8 of the James Bay and Northern Québec Agreement is amended by adding thereto the following sub-paragraph:

Notwithstanding the four (4) preceding sub-paragraphs of this paragraph 8.1.2, la Société d'énergie de la Baie James and/or la Commission hydroélectrique de Québec (Hydro-Québec) may, at its option, construct, operate and maintain a revised LG 1 power plant and the accessories thereof as described in Schedule R1, attached hereto, hereinafter referred to as LG 1, Revision 1, at or about mile 23 on La Grande

River, instead of the LG 1 power plant at mile 44 on La Grande River as described in Schedule 1 of Section 8 of the James Bay and Northern Québec Agreement

The said Schedule R1 is attached hereto to form part hereof.

**[Amendment integrated]**

**3** The following Sub-Section and paragraphs of the James Bay and Northern Québec Agreement are cancelled: Sub-Section 8.5 (Fort George Erosion Control) and paragraphs 8.6.2 (Permanent Crossing to Fort George Island), 8.6.3 (Temporary Crossing to Fort George Island), 8.6.4 (Completion of Airstrip at mile 3), 8.6.5 (Fort George Community Centre), 8.6.6 (Grand Council of the Crees (of Québec) Temporary Office) and 8.6.7 (Additional Community Benefits).

**[Amendment integrated]**

**4** Paragraph 8.6.1 (Preamble) of Section 8 of the Agreement is amended by replacing the said paragraph by the following:

La Société d'énergie de la Baie James agrees to carry out the following special undertakings for the Crees and other residents of Fort George in consideration of the social impacts which may be caused to the Native people by the development of Le Complexe La Grande (1975).

**[Amendment integrated]**

**5** The first two (2) paragraphs of paragraph 8.6.8 of Section 8 of the James Bay and Northern Québec Agreement are amended by replacing the said paragraphs by the following:

La Société d'énergie de la Baie James, la Commission hydroélectrique de Québec (Hydro-Québec), the Grand Council of the Crees (of Québec) and the Fort George Cree Band have agreed in a separate agreement upon the modalities of the supply of electrical power to the Fort George community.

**[Amendment integrated]**

**6** Paragraph 8.6.9 (Temporary Water Supply to Fort George) of Section 8 of the James Bay and Northern Québec Agreement is amended by replacing the said paragraph by the following:

La Société d'énergie de la Baie James shall provide Fort George village with a temporary water supply during the initial filling of the LG 2 reservoir of Le Complexe La Grande (1975).

**[Amendment integrated]**

**7** Sub-Section 8.7 of Section 8 of the James Bay and Northern Québec Agreement (Permanent Water Supply at Fort George and Eastmain Communities) is amended by replacing said Sub-Section and the title hereof by the following:

8.7 Permanent Water Supply at the Eastmain Community

8.7.1 Scope of Undertaking

La Société d'énergie de la Baie James undertakes to design, construct, commission and pay for a water supply system exclusive of any distribution system for the community of Eastmain.

The water supply system shall include the pipeline from the water source to the nearest point on the future distribution system.

The parties acknowledge that the water supply system shall be operated, maintained and replaced by persons other than la Société d'énergie de la Baie James at no cost to la Société d'énergie de la Baie James. The water supply system shall be transferred to the Eastmain band or its nominee at no cost with applicable warranties of manufacturers and contractors. The parties agree to execute the necessary documents to give effect to the foregoing.

#### 8.7.2 General Specifications

The system shall be designed to meet the demand requirements as set forth below.

Furthermore, the system shall be designed and built so as to be acceptable to federal and provincial authorities having jurisdiction in respect to public water supply and so as to take into account the future regime of the river. The system designs must further include criteria guaranteeing reliable operation under the local climatic conditions.

#### 8.7.3 Location

The location of the new water supply system shall be at the option of la Société d'énergie de la Baie James, provided that such location is not objected to by the band council. If any objection is made by the band council, it shall show cause for such objection.

#### 8.7.4 Compatibility with Future Distribution System

The development plan for the Eastmain settlement including a new water distribution system and thus the design of the water supply system shall be based on optimization of both the future water supply contemplated herein and the future distribution system. The Grand Council of the Crees (of Québec) undertakes to arrange for the exchange of the information required for such optimization between la Société d'énergie de la Baie James and the designers of the distribution system.

#### 8.7.5 Eastmain System

##### a) Projected Demand

The design of the water supply system for Eastmain shall be based on a future population of 500 people and shall provide for a supply of 100 gallons per person per day.

##### b) Schedule

La Société d'énergie de la Baie James undertakes to have a new water supply system operational within a reasonable time, the objective being 1978.

**[Amendment integrated]**

**8** Paragraph 8.3.2 and Sub-Section 8.9 of Section 8 of the James Bay and Northern Québec Agreement are amended by substituting the mention "LG 1, Revision 1" or "LG 1", as the case may be, whenever the mention of "LG 1" appears in the said paragraph 8.3.2 and in the said Sub-Section 8.9.

**[Amendment integrated]**

**9** This Complementary Agreement No 4 shall come into force on the date of the coming into force of the Chisasibi Agreement.

**Annex R1**

LG 1, Revision 1, at mile 23 on La Grande River

List of Plates,

Plate D-1,

Plate D-2,

Plate D-3,

Plate D-4

LG 1, Revision 1, at mile 23 on La Grande River

LG 1, Revision 1, is the relocated LG 1 of Le Complexe La Grande (1975) from mile 44 to approximately mile 23 on La Grande River. The Complexe La Grande (1975) is defined in Schedule 1 to Section 8 of the James Bay and Northern Québec Agreement. The LG 1, Revision 1, is described hereafter and illustrated on Plates D-1 to D-4 hereof.

Main features:	Maximum reservoir elevation	105	ft
	Minimum reservoir elevation	100	ft
	Net head (approximate)	92.5	ft
	Live storage	4	bcf
	Number of units	10	
	Installed capacity	1140	MW
	Annual energy output	7.2	billion of kWh

**DESCRIPTION**

The power plant is located above ground on the south side of the river and consists of ten (10) units of 114 MW each, for a total installed capacity of 1140 MW under a net head of around 92.5 ft. During winter conditions, the discharge through the power plant will be approximately 152 000 cfs with a mean annual regulated flow of 118 000 cfs.

The 13.8 – 315 kV transformers are located on the lower service bridge above the draft tubes and are connected to a switching station on the roof of the power plant. A double-circuit 315 kV line, 38 miles long, connects the LG 1 power plant to the Radisson collecting substation located some 12 miles west of the LG 2 power plant.

The spillway on the north side of the river has eight (8) gates – 65 ft high by 40 ft wide with a capacity of 540 000 cfs at Elevation 105.

A diversion channel may be excavated on the north bank allowing the diversion of the river during the construction of the spillway and power plant. A concrete gravity dam is built in the channel to close the diversion.

Two retaining dikes are constructed: one on the north bank, of 8000 ft long with a maximum height of 50 ft, and one on the south bank, of 850 ft long with a maximum height of 100 ft.

List of plates

No	Date	Title
----	------	-------

D-1	March 6, 1978	Complexe La Grande Plan et profil avec LG 1, Révision 1
D-2	March 6, 1978	LG 1, Révision 1 Plan de localisation
D-3	March 6, 1978	LG 1, Révision 1 Plan général de l'aménagement
D-4	March 6, 1978	LG 1, Révision 1 Centrale de 10 groupes de 114 MW Coupe de l'aménagement

*See plan no.58 (Documents complémentaires)*

– Plan et profil avec LG 1, Révision 1

*See plan no.59 (Documents complémentaires)*

Plan de localisation

*See plan no.60 (Documents complémentaires)*

– Plan général de l'aménagement

*See plan no.61 (Documents complémentaires)*

– Centrale de 10 groupes de 114 MW – Coupe de l'aménagement

#### SIGNATORIES (CBJNQ 4)

Signée, le 14 avril 1978

Signed, April 14, 1978

The Grand Council of the Crees (of Québec) – Le Grand Conseil des Cris (du Québec) – Weenbacooch Nochemeweech Ahnamadooch (Québec)

---



---



---



---



---

---

---

---

---

---

---

---

---

Pour la Société d'énergie de la Baie James

---

Robert A. Boyd, Président  
Pour la Commission hydroélectrique de Québec (Hydro-Québec)

---

Robert A. Boyd, Président

## **Complementary Agreement no. 5**

(CBJNQ)

BETWEEN

CREE REGIONAL AUTHORITY, a public corporation duly incorporated in virtue of chapter 89 of Lois du Québec 1978, herein acting and represented by the undersigned authorized representatives;

and

SOCIÉTÉ D'ÉNERGIE DE LA BAIE JAMES, a corporation duly incorporated with its head office in Montréal, Québec, herein acting and represented by its authorized representative, Claude Laliberté, its President and Managing Director;

and

HYDRO-QUÉBEC, a corporation duly incorporated with its head office in Montréal, Québec, herein acting and represented by its authorized representative, Robert A. Boyd, its President and Managing Director.

WHEREAS the parties hereto have agreed to execute the "Sakami Lake Agreement";

WHEREAS the parties hereto have agreed to amend certain provisions of Section 8 of the James Bay and Northern Québec Agreement;

WHEREAS the parties hereto are entitled to amend the said provisions of Section 8 of the said James Bay and Northern Québec Agreement in virtue of subsection 8.19 thereof.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS :

**1** For the purposes of the present Agreement, the following words and phrases shall mean :

1.1 "James Bay and Northern Québec Agreement", the agreement approved, given effect to and declared valid by chapter 32 of the Statutes of Canada 1976-77 and chapter 46 of the Lois du Québec 1976, as amended by Complementary Agreements nos 1, 2, and 3 executed on January 31, 1978 and Complementary Agreement no 4 executed on April 14, 1978;

1.2 "Sakami Lake Agreement", the agreement to be executed between, inter alia, the Cree Regional Authority, la Société d'énergie de la Baie James and Hydro-Québec, respecting, inter alia, remedial works in the Sakami Lake area and certain undertakings in favour of the Paint Hills Cree community.

**2** Paragraph 8.2.2 of Section 8 of the James Bay and Northern Québec Agreement is replaced by the following :

### **8.2.2 Water levels in Sakami Lake**

La Société d'énergie de la Baie James undertakes to take all steps necessary to maintain the minimum level of Sakami Lake at or above Elevation five hundred and ninety-six feet (596') above MSL.

The diverted flow from the Eastmain and Opinaca rivers through the control structure at the Opinaca Reservoir outlet shall not exceed seventy thousand cubic feet per second (70,000 C.F.S.).

Remedial works shall be carried out along the course of the diverted water between the Opinaca Reservoir and the forebay of the LG 2 powerhouse for the purpose of minimizing the negative impacts of the diversion on the fauna of the area.

In the Lake Boyd area, the said remedial works are presently being carried out pursuant to agreement between la Société d'énergie de la Baie James and the interested native people and the Cree native party acknowledges that it is satisfied with such works.

In the area of Lake Sakami, the said remedial works shall include, at the outlet, works to increase the flow capacity for the purpose of ensuring that the maximum water level of the lake shall not normally exceed six hundred and thirteen feet (613') above MSL at the outlet.

For the purpose of this paragraph, the minimum and maximum water levels mentioned herein shall be measured at the point longitude 76° 40 '46" west and latitude 53° 28' 02" north.

[*Amendment integrated*]

3 This Complementary Agreement no 5 shall come into force on July 4, 1979.

**SIGNATORIES (CBJNQ 5)**

Signée à Montréal, le 4 juillet 1979

Signed at Montréal, July 4, 1979

DATE

Administration régionale crie

Cree Regional Authority

EEYOU TAPAYTACHESOO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE

Société d'énergie de la Baie James

\_\_\_\_\_

Claude Laliberté,

Président-directeur général

DATE

Hydro-Québec

\_\_\_\_\_

Robert A. Boyd,

Président-directeur général

## Complementary Agreement no. 6

(CBJNQ)

BETWEEN

MAKIVIK CORPORATION, a corporation duly incorporated, acting by its undersigned authorized representatives,

and

Le GOUVERNEMENT DU QUÉBEC (hereinafter referred to as “Québec”), represented by the ministre de l’Énergie et des Ressources, the Honourable Yves Bérubé

WHEREAS:

- The James Bay and Northern Quebec Agreement (hereinafter referred to as the “Agreement”) provides for the setting aside of Category I lands and Category I Special lands for the benefit of Inuit communities and provides as well for Category II lands for the said communities;
- Section 6 of the Agreement may be amended with the consent of the interested native party and Québec;
- It is appropriate to amend the Agreement.

THE PARTIES HEREBY AGREE AS FOLLOWS:

**1** Sub-paragraph 6.1.1 of Section 6 of the Agreement is amended by replacing the first paragraph by the following :

“The lands granted in ownership by Québec to the Inuit of Québec and to the Inuit of Port Burwell for Inuit community purposes shall be allocated to the Inuit communities for selection in approximately equal amounts, save and except for Port Burwell and Fort George.”

and by replacing in the sixth paragraph the expression “Schedule 1” by “Schedule 3”.”

*[Amendment integrated]*

**2** Paragraph 6.5 of Section 6 of the Agreement is amended by inserting between the title and the first paragraph of the said paragraph the following notes :

The International System is used to indicate distances and areas in the preliminary territorial descriptions in Schedule 1 and in Schedule 5 of the present Section. The distances indicated and the areas delimited by the said descriptions are approximate.

The said descriptions describe external limits and do not take into account enclaves of Category III lands which may exist within Category I lands and Category II lands.

Lakes and rivers and the islands situated within these lakes and rivers, within Category I lands or Category II lands, form part of Category I lands or Category II lands, as the case may be.

Unless otherwise provided, when 50% or more of the area of a lake falls within the external limits of Category I lands or Category II lands described in Schedule 1 or 5 of the present Section, the lake forms part of Category I lands or Category II lands, as the case may be, and its area is included in the calculation of the area of these lands.

In the case where the boundaries of Category II lands as described in Schedule 5, encroach upon the actual location of lands which are the object of mining claims or mining exploration permits, in force as of

November 11, 1975, the said boundaries shall be moved to the same extent so as to exclude the said lands from Category II lands. The provisions of the present paragraph do not apply to mining exploration permits numbers 534, 521 and to that part of exploration permit no. 403 situated on the shore of Kyak Bay.

The boundaries of Category II lands may be adjusted prior to the preparation of the final map showing the said lands, to conform with the total area of Category II lands allocated to each of the Inuit communities, with the distribution of Category I and Category II lands along the coast (55% - 45%) with other technical requirements and, if necessary, to increase to one hundred and twenty nine square kilometres and five tenths (129,5 Km<sup>2</sup>) the area of the blocks of Category II lands less than the said number.

Québec and the interested native party can modify the preliminary territorial descriptions to take into account the modifications that may be agreed to by the interested parties and that the modified descriptions correspond to the areas foreseen for the Category I lands and the Category II lands. Such modifications must take into account the precision of existing cartographic and survey techniques.

The preliminary territorial descriptions of Category I lands were prepared from preliminary maps numbers 79-CC6-I-1 to 13, on record at le bureau du Coordonnateur ministériel en Milieu amérindien et inuit du ministère de l'Énergie et des Ressources, and must substantially correspond to the said maps. The said maps take into account the provisions of the present Section. Every preliminary map is kept on record until the map of Category I lands, approved by the interested Inuit Community prior to the survey, is on record in the archives of le service de l'Arpentage du ministère de l'Énergie et des Ressources. The plan and the technical territorial description of Category I lands, after having been submitted to the interested Inuit Community Corporation, are on record in the archives of le service de l'Arpentage du ministère de l'Énergie et des Ressources, and replace the map prepared for the survey and the preliminary territorial description of the aforesaid lands.

The preliminary territorial descriptions of Category II lands were prepared from preliminary maps numbers 79-CC6-II-1 to 12, on record at le bureau du Coordonnateur ministériel en Milieu amérindien et inuit du ministère de l'Énergie et des Ressources, and must substantially correspond to the said maps. The said maps take into account the provisions of the present Section. The final map and the technical territorial description of Category II lands, after having been approved by resolution of the interested Inuit Community Corporation, are on record in the archives of le service de l'Arpentage du ministère de l'Énergie et des Ressources, and replace the preliminary map and the preliminary territorial description of the aforesaid lands. Every preliminary map is on record until it is replaced by the final map.

**[Amendment integrated]**

**3** Paragraph 6.5 of Section 6 of the Agreement is amended by replacing the title of Schedule 1 by the following :

“Preliminary territorial descriptions of Category I lands.”

**[Amendment integrated]**

**4** Paragraph 6.5 of Section 6 of the Agreement is amended by adding at the end of said paragraph the following Schedule 5 and its title :

“Schedule 5 : Preliminary territorial descriptions of Category II lands.”

**[Amendment integrated]**

5 Paragraph 6.5 of Section 6 of the Agreement is amended by adding at the end of said paragraph the following Schedule 6 and its title :

“Schedule 6 : Cratère du Nouveau-Québec.”

[*Amendment integrated*]

6 The table of contents of Schedule 1 of Section 6 (French text) is deleted.

7 Map identification number 1 of Schedule 1 of Section 6 and its title are replaced by the following :

#### 1.0 KILLINIQ

##### 1.1 Category I lands

###### Part One

A territory situated to the east of Ungava Bay and to the south of McLelan Strait and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of a line parallel to the high watermark of the north shore of the south arm of Coates Inlet and at a distance from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the meridian 64° 50' 08" west; in a direction north 20° 45' east, a distance of approximately one thousand five hundred and twenty-five metres (1 525 m), until it meets the point of intersection of the watershed of Ungava Bay and of Labrador Sea; in a northerly and easterly direction, the said watershed until it meets the point of intersection of a line parallel to the high watermark of the south shore of McLelan Strait and at a distance from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland; in a northwesterly, southeasterly, northwesterly, southwesterly and easterly direction, the said line parallel to the high watermark of the shore of McLelan Strait, of Young Inlet, of Ungava Bay, of the north shore of Coates Inlet up to the point of commencement.”

###### Part Two

A territory extending on both sides of Bell and Langley Inlets and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of a line parallel to the high watermark of the east shore of Low Inlet and at a distance from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the south shore of the outlet of a lake, approximately at the parallel of latitude 59° 50' 55" north; in an easterly direction, neighbouring the parallel of latitude 59° 50' 55" north, the high watermark of the south shore of a succession of streams and lakes, until it meets meridian 65° 12' west; in a direction south 68° 00' east, a distance of approximately one thousand eight hundred metres (1 800 m) until it meets the point of intersection of the high watermark of the northeast shore of a lake whose geocentric coordinates are 65° 09' 30" west and 59° 50' 10" north; in a southeasterly direction, the high watermark of the northeast shore of the above mentioned lake until it meets the parallel of latitude 59° 50' 05" north; in a direction north 17° 30" east, a distance of approximately one thousand nine hundred and five metres (1 905 m), until it meets the point of intersection of the high watermark of the north shore of the northwest arm of a lake whose geocentric coordinates are 65° 06' 40" west and 59° 50' north; in an easterly direction, the said high watermark of the north shore of the above mentioned lake until it meets the meridian 65° 06' 15" west; in a direction north 35° 00' east, a distance of approximately four thousand eight hundred and forty-five metres (4 845 m), until it meets the point of intersection of the high watermark of the west shore of lake Edward; in a southerly, easterly and northerly direction, the said high watermark of the west, south and east shore of lake Edward until it meets the parallel of latitude 59° 53' 08" north; in a direction south 88° 00' east, a distance of one thousand five hundred fifty-five metres (1 555 m); in a direction north

36° 00' east, a distance of approximately three thousand four hundred and fifteen metres (3 415 m), until it meets the point of intersection of the high watermark of the southwest shore of a lake whose geocentric coordinates are 64° 58' west and 59° 54' 45" north; in a southeasterly, northeasterly and northwesterly direction, the said high watermark of the southwest, southeast and northeast shore of the above mentioned lake until it meets the point of intersection of the extension towards the northeast of the line immediately above mentioned; in a direction north 36° 00' east, a distance of approximately two thousand five hundred and thirty metres (2 530 m), until it meets the point of intersection of the high watermark of the southwest shore of a lake whose geocentric coordinates are 64° 58' west and 59° 56' 40" north; in a northwesterly and northeasterly direction, the said high watermark of the west and north shore of the above mentioned lake until it meets the meridian 64° 58' west; in a direction north 30° 00' west, a distance of approximately one thousand eight hundred and thirty metres (1 830 m), until it meets the point of intersection of the high watermark of the south shore of a lake whose geocentric coordinates are 65° 02' west and 59° 59' 15" north; in a northwesterly and westerly direction, the said high watermark of the watermark of the south shore of the above mentioned lake and of the south shore of the southwest outlet of the above mentioned lake until it meets the point of intersection of a line parallel to the high watermark of the east shore of the inlet situated immediately north of Bell Inlet and at a distance from the said east shore of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland; in a southeasterly direction, the said line parallel to the high watermark of the east shore of the said inlet until it meets the parallel of latitude 59° 57' 22" north; in a northwesterly direction, the said line parallel to the high watermark of the shore of the said inlet, of Bell Inlet, of Ungava Bay, of Langley Inlet and of the east shore of Low Inlet up to the point of commencement.”

1.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, between the high watermark of the maritime coast and of the McLelan Strait and the boundary of lands above described, is included in the calculation establishing the area of those Category I lands at two hundred and ninety square kilometres and fifty-two hundredths (290,52 km<sup>2</sup>).

**[Amendment integrated]**

- 8** Map identification number 2 of Schedule 1 of Section 6 and its title are replaced by the following :

**2.0 KANGIQSUALUJJUAQ**

**2.1 Category I lands**

A territory situated on the southeast shore of Ungava Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of a line parallel to the high watermark of the east shore of George River and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the meridian 65° 58' west; in a direction north 47° 05' east, a distance of two thousand one hundred and sixty-five metres (2 165 m); in a direction north 30° 30' east, a distance of three thousand eight hundred and twenty-five metres (3 825 m); in a direction north 47° 45' east, a distance of seven thousand eight hundred metres (7 800 m); in a direction north 25° 15' east, a distance of seven thousand and forty metres (7 040 m); in a due north direction, a distance of approximately ten thousand seven hundred and seventy-five metres (10 775 m), until it meets the high watermark of the south shore of a lake, at a point situated approximately at the parallel of latitude 58° 42' 30" north; in an easterly direction, the high watermark of the south shore of the lake above mentioned and of the southwest shore of Barnoin River until the parallel of latitude 58° 40' 25" north; in an easterly direction, until it meets the high watermark of the east shore of Barnoin River; in an easterly and northerly direction, the said high watermark of Barnoin River and the high watermark of the outlet of a lake having geocentric coordinates

65° 36' 45" west and 58° 42' 25" north; in an easterly direction neighbouring the parallel of latitude 58° 42' 25" north, the high watermark of the north shore of a succession of streams and lakes until it meets the high watermark of the west shore of Koroc River; in a northwesterly direction, the said high watermark of the west shore of Koroc River until the meridian 65° 46' 15" west; in a southwesterly direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in a westerly, southerly and easterly direction a line parallel to the high watermark of the south shore of Ungava Bay and of the east shore of George River and distant from the said high watermark of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland until a point situated at one kilometre and sixty-one hundredths (1,61 km), west of the center of the community of Kangiqsualujjuaq; in a southerly direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in a northerly direction, the high watermark of George River, a distance of three kilometres and twenty-two hundredths (3,22 km); in a northeasterly direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in a southerly direction, a line parallel to the high watermark of the east shore of George River and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland up to the point of commencement."

## 2.2 Category I special lands

### Part One

A territory situated on the west shore of George River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of a line parallel to the high watermark of the west shore of George River and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the meridian 66° 09' 30" west; in a direction south 23° 00' east, a distance of ten thousand four hundred and seventy metres (10 470 m); in a direction south 86° 15' east, a distance of approximately five thousand two hundred and ninety metres (5 290 m), until it meets a line parallel to the high watermark of the west shore of George River and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland; in a northwesterly direction, the said line parallel to the high watermark of George River up to the point of commencement."

### Part Two

A territory situated on the north shore of Koroc River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the high watermark of the north shore of Koroc River with the parallel of latitude 58° 47' 33" north; in a direction north 7° 00' west, a distance of four thousand eight hundred and fifteen metres (4 815 m); in a direction north 33° 00' west, a distance of six thousand nine hundred and five metres (6 905 m); in a direction north 62° 00' west, a distance of approximately four thousand and ten metres (4 010 m), until it meets the high watermark of the east shore of a lake having geocentric coordinates 65° 45' 45" west and 58° 55' 30" north; in a southerly direction, the said high watermark of the east shore of the lake above mentioned until the meridian 65° 45' 30" west; in a direction south 58° 00' west, a distance of approximately one thousand two hundred and sixty-five metres (1 265 m), until it meets a line parallel to the high watermark of the west shore of Ungava Bay and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland; in a southerly direction, the said line parallel to the high watermark of Ungava Bay until the meridian 65° 46' 15" west; in a southwesterly direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in a southeasterly direction, the high watermark of the north shore of Koroc River up to the point of commencement."

2.3 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, between the high watermark of the maritime coast and of the George River and the boundary of lands above described, is included in the calculation establishing the area of those Category I lands and

Category I special lands at six hundred and twenty-nine square kilometres and eighty-one hundredths (629,81 km<sup>2</sup>).

*[Amendment integrated]*

- 9 Map identification number 3 of Schedule 1 of Section 6 and its title are replaced by the following :

3.0 KUUIJUAQ

3.1 Category I lands

A territory situated on the west shore of Koksoak River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of a line parallel to the high watermark of the north shore of Koksoak River and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the meridian 68° 32' west; in a direction north 27° 00' west, a distance of approximately nine thousand two hundred and thirty-five metres (9 235 m), until it meets the high watermark of the south shore of a lake having geocentric coordinates 68° 36' 05" west and 58° 06' 25" north; in a northeasterly and northwesterly direction, the said high watermark of the east and north shore of the lake above mentioned; in a westerly direction, the high watermark of the north shore of the outlet of the lake above mentioned until it meets the high watermark of the east shore of a lake having geocentric coordinates 68° 36' 25" west and 58° 09' 55" north; in a northeasterly, northerly and southwesterly direction, the said high watermark of the east and north shore of the lake immediately above mentioned until the parallel of latitude 58° 10' 15" north; in a due west direction, a distance of approximately one thousand two hundred and five metres (1 205 m), until it meets the high watermark of the east shore of lake Gabriel; in a general northeast direction, the said high watermark of the east shore of lake Gabriel until the parallel of latitude 58° 18' 20" north; in a direction south 63° 30' east, a distance of one thousand three hundred and ten metres (1 310 m); in a direction south 8° 30' east, a distance of five thousand and ninety metres (5 090 m); in a direction south 54° 10' east, a distance of two thousand three hundred and thirty metres (2 330 m); in a direction north 49° 10' east, a distance of two thousand and forty metres (2 040 m); in a direction north 10° 00' east, a distance of five thousand nine hundred and seventy-five metres (5 975 m); in a direction north 7° 30' west, a distance of four thousand six hundred and fifty metres (4 650 m); in a direction north 17° 20' east, a distance of three thousand seven hundred and thirty-five metres (3 735 m); in a direction south 76° 00' east, a distance of approximately six hundred and seventy metres (670 m), until it meets the high watermark of the west shore of Nepihjee River, approximately at the parallel of latitude 58° 22' 45" north; in a southerly direction, the said high watermark of the west shore of Nepihjee River until the parallel of latitude 58° 21' 25" north; in a due east direction until it meets the high watermark of the east shore of Nepihjee River; in a northeasterly and southeasterly direction the said high watermark of the east shore of Nepihjee River until the parallel of latitude 58° 22' 25" north; in a direction north 59° 40' east, a distance of nine thousand two hundred and ninety-five metres (9 295 m); in a direction south 85° 15' east, a distance of approximately two thousand nine hundred and ninety metres (2 990 m), until it meets a line parallel to the high watermark of the west shore of the Koksoak River and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland; in a southerly and southwesterly direction, the said line parallel to the high watermark of the west shore of Koksoak River until a point situated at one kilometre and sixty-one hundredths (1,61 km) east of the center of the community of Kuujuaq; in a southwesterly direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in a southwesterly direction, the high watermark of Koksoak River, a distance of three kilometres and twenty-two hundredths (3,22 km); in a westerly direction a distance of sixty metres and ninety-six hundredths (60,96 m); in a southwesterly direction, a line parallel to the high watermark of the west shore

of Koksoak River and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland up to the point of commencement.”

### 3.2 Category I special lands

A territory situated on the east shore of Koksoak River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of a line parallel to the high watermark of the east shore of Koksoak River and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the high watermark of the north shore of a river whose mouth is at the parallel of latitude 58° 15' north; in a southeasterly direction, the high watermark of the north shore of the river above mentioned until the parallel of latitude 58° 14' 15" north; in a direction south 45° 20' east, a distance of seven hundred and thirty metres (730 m); in a direction south 10° 20' west, a distance of eight thousand one hundred and ten metres (8 110 m); in a direction south 38° 50' east, a distance of approximately one thousand seven hundred and five metres (1 705 m), until it meets the high watermark of the northwest shore of lake Hendry; in a southwesterly direction, the said high watermark of the northwest and west shore of lake Hendry until the parallel of latitude 58° 05' 30" north; in a direction south 64° 40' west, a distance of two thousand and seventy metres (2 070 m); in a direction south 60° 30' west, a distance of two thousand five hundred and ninety metres (2 590 m); in a direction south 33° 00' west, a distance of one thousand six hundred and seventy-five metres (1 675 m); in a direction south 11° 40' west, a distance of one thousand eight hundred and thirty metres (1 830 m); in a direction north 77° 00' west, a distance of approximately one thousand three hundred and ten metres (1 310 m), until it meets a line parallel to the high watermark of the east shore of Koksoak River and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland; in a northeasterly direction, the said high watermark of the east shore of Koksoak River up to the point of commencement.”

3.3 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, between the high watermark of the Koksoak River and the boundary of lands above described, as well as the area of two square kilometres and thirty-three hundredths (2,33 km<sup>2</sup>) of land situated on the west side of lake Kohlmeister, are included in the calculation establishing the area of those Category I lands and of Category I special lands at six hundred and twenty-nine square kilometres and eighty-one hundredths (629,81 km<sup>2</sup>).

3.4 The land regime for Category I lands does not apply to the land west of lake Kohlmeister, shown on plan number 150-15a on record in the archives of le service de l'Arpentage du ministère de l'Énergie et des Ressources, which will be ceded by letters patent to the Inuit Community Corporation of Fort-Chimo.

### [Amendment integrated]

**10** Map identification number 4 of Schedule 1 of Section 6, its title and also the accompanying note are replaced by the following :

#### 4.0 TASIUJAQ

#### 4.1 Category I lands

##### Part One

A territory situated on the south shore of Leaf River and on the west and south shore of Leaf Basin and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of a line parallel to the high watermark of the west shore of Trading Post Cove and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the parallel of latitude 58° 39' 55" north; in a direction south 37° 30' west, a distance of five thousand seven hundred metres (5 700 m); in a direction south 33° 45' west, a distance of approximately ten thousand eight hundred metres (10 800 m), until it meets the high watermark of the east shore of a river, approximately at a point of latitude 58° 32' 35" north; in a southwesterly and southerly direction, the said high watermark of the east shore of the river above mentioned and of the east and south shore of a lake having geocentric coordinates 69° 52' 30" west and 58° 26' 30" north, until it meets the parallel of latitude 58° 25' 25" north; in a direction south 81° 20' west, a distance of approximately four thousand nine hundred and forty metres (4 940 m), until it meets the high watermark of the east shore of Lake Canal; in a northeasterly, northwesterly and southwesterly direction, the said high watermark of the east, north and west shore of Lake Canal, until it meets the extension of the line above mentioned; in a direction south 84° 00' west, a distance of eight thousand five hundred metres (8 500 m); in a direction north 57° 45' west, a distance of eight thousand six hundred and twenty-five metres (8 625 m); in a direction north 35° 00' east, a distance of four thousand nine hundred and seventy metres (4 970 m); in a direction north 6° 00' east, a distance of eight thousand one hundred and forty metres (8 140 m); in a direction north 76° 15' east, a distance of six thousand four hundred and fifteen metres (6 415 m); in a direction south 76° 30' east, a distance of four thousand nine hundred and twenty metres (4 920 m), in a due north direction, a distance of approximately twenty-one thousand two hundred and fifteen metres (21 215 m), until it meets a line parallel to the high watermark of the south shore of Leaf River and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland, approximately at a meridian 69° 59' 30" west; in a northeasterly and southerly direction, the said line parallel to the high watermark of the south shore of Leaf River and of the west shore of Leaf Basin, until a point situated at one kilometre and sixty-one hundredths (1,61 km) north of the center of the community of Tasiujaq; in an easterly direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in a southerly and easterly direction, the high watermark of Leaf Basin, a distance of three kilometres and twenty-two hundredths (3,22 km); in a southerly direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in an easterly, southwesterly, northeasterly and southeasterly direction the line parallel to the high watermark of the south shore of Leaf Basin, of the west, south and east shore of Center Bay and of the west shore of Trading Post Cove and distant from the said high watermark of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland up to the point of commencement.”

#### Part Two

A territory situated on the east shore of North Arm and on the west shore of Leaf Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of a line parallel to the high watermark of North Arm and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the parallel of latitude 58° 52' 50" north, approximately at the meridian 69° 39' 35" west; in a direction north 10° 30' east, a distance of one thousand eight hundred metres (1 800 m); in a direction north 85° 00' east, a distance of three thousand three hundred and fifty metres (3 350 m); in a direction south 32° 00' east, a distance of two thousand five hundred metres (2 500 m); in a direction south 16° 20' east, a distance of three thousand four hundred and forty-five metres (3 445 m); in a direction north 61° 00' east, a distance of approximately five hundred and eighty metres (580 m), until it meets a line parallel to the high watermark of the west shore of Leaf Bay and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland; in a southerly, westerly, northerly and southeasterly direction, the said line parallel to the high watermark of the west shore of Leaf Bay, of the north shore of Leaf River and of the east shore of North Arm up to the point of commencement.”

4.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, between the high watermark of the Leaf River, of the Leaf Basin, of the Leaf Bay and of the North Arm and the boundary of lands above described, is included in the calculation establishing the area of those Category I lands at six hundred and twenty-nine square kilometres and eighty-one hundredths (629,81 km<sup>2</sup>).

4.3 After consultation with the Inuit Community Corporation of Tasiujaq, Québec shall have the right, within the territory hereafter described, to choose areas for the construction of roads, railways, harbours and other facilities related to such infrastructures, necessary for any development, without payment of compensation in money to the Inuit Community Corporation. Such lands removed from Category I lands for such purposes shall become Category III lands and shall be replaced in accordance with the provisions of Section 7.

This territory is situated on the south shore of Leaf River and to the west of Leaf Basin and comprises all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the high watermark of the south shore of Leaf River with the meridian 69° 59' 30" west; in a northeasterly and southerly direction, the said high watermark of the south shore of Leaf River and the west shore of Leaf Basin until the parallel of latitude 58° 42' 50" north; in a due west direction, a distance of approximately three thousand three hundred metres (3 300 m), until the meridian 69° 59' 30" west; in a due north direction, a distance of approximately four thousand four hundred metres (4 400 m) up to the point of commencement.”

**[Amendment integrated]**

**11** Map identification number 5 (A) and 5 (B) of Schedule 1 of Section 6, their titles and also the accompanying note of map identification number 5 (B), are replaced by the following :

**5.0 AUPALUK**

**5.1 Category I lands**

**Part One**

A territory situated on the west shore of Ungava Bay and the south shore of Hopes Advance Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of a line parallel to the high watermark of the south shore of Funnel Cove and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the meridian 69° 38' 25" west; in a direction south 19° 45' west, a distance of eight thousand eight hundred and seventy metres (8 870 m); in a direction south 39° 15' west, a distance of six thousand six hundred and fifteen metres (6 615 m); in a direction south 19° 35' east, a distance of two thousand and twenty-five metres (2 025 m); in a direction north 48° 00' east, a distance of six thousand nine hundred and eighty metres (6 980 m); in a direction north 54° 30' east, a distance of twelve thousand six hundred and fifty metres (12 650 m); in a direction north 51° 30' east, a distance of approximately eight thousand five hundred and eighty metres (8 580 m), until it meets a line parallel to the high watermark of the west shore of De Villiers Cove and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland; in a northerly, northwesterly and southwesterly direction, the said line parallel to the high watermark of De Villiers Cove, of the south shore of Ungava Bay and of Hopes Advance Bay and of the west and south shores of Funnel Cove up to the point of commencement.”

**Part Two**

A territory situated on the south shore of Chien Rouge River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the high watermark of the south shore of Chien Rouge River with the meridian 69° 55' 20" west; in a direction south 30° 00' west, a distance of five thousand two hundred and seventy-five metres (5 275 m); in a direction south 35° 00' west, a distance of twelve thousand two hundred and fifty metres (12 250 m); in a direction south 46° 00' west, a distance of five thousand nine hundred metres (5 900 m); in a direction south 30° 30' west, a distance of three thousand eight hundred and eighty-five metres (3 885 m); in a direction south 7° 15' east, a distance of three thousand two hundred and sixty metres (3 260 m); in a direction north 78° 00' east, a distance of four thousand and ten metres (4 010 m); in a direction north 59° 30' east, a distance of eleven thousand nine hundred and fifteen metres (11 915 m); in a direction north 28° 00' east, a distance of fourteen thousand eight hundred and seventy-five metres (14 875 m); in a direction north 6° 45' east, a distance of approximately five thousand six hundred and ten metres (5 610 m), until it meets the high watermark of the south shore of Chien Rouge River; in a westerly direction, the said high watermark of the south shore of Chien Rouge River up to the point of commencement.”

#### Part Three

A territory situated on the north shore of Hopes Advance Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the high watermark of the north shore of Hopes Advance Bay approximately at the meridian 69° 41' 05" west; in a direction north 24° 00' west, a straight line, being the height of Land, passing near by geodetic point SNA, a distance of nine hundred and forty-five metres (945 m); in a due west direction, a distance of one thousand six hundred and fifteen metres (1 615 m); in a due south direction, a distance of approximately two hundred metres (200 m), until it meets the high watermark of the north shore of Hopes Advance Bay; in an easterly direction, the said high watermark of the north shore of Hopes Advance Bay up to the point of commencement.”

#### Part Four

A territory situated on the west shore of Ungava Bay, closed to the south shore of Bonnard Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of a line parallel to the high watermark of the west shore of Ungava Bay and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the meridian 69° 32' 15" west; in a direction north 80° 15' west, a distance of approximately eight thousand one hundred metres (8 100 m) until it meets the high watermark of the south shore of Lefroy River; in a northerly direction, a distance of approximately thirty metres (30 m), until it meets the high watermark of the north shore of the said Lefroy River; in a westerly direction, the said high watermark of the north shore of Lefroy River until it meets the meridian 69° 45' 10" west; in a direction south 13° 30' west, a distance of eight thousand two hundred and thirty metres (8 230 m); in a direction south 12° 00' west, a distance of seven thousand four hundred and seventy metres (7 470 m); in a direction south 26° 45' east, a distance of approximately seventeen thousand four hundred and sixty-five metres (17 465 m), until it meets a line parallel to the high watermark of the west shore of Ungava Bay and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland; in a northerly direction, the said line parallel to the high watermark of Ungava Bay up to the point of commencement.”

5.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, between the high watermark of the maritime coast and the boundary of lands above described, is included

in the calculation establishing the area of those Category I lands at six hundred and twenty-nine square kilometres and eighty-one hundredths (629,81 km<sup>2</sup>).

*[Amendment integrated]*

- 12 Map identification number 6 of Schedule 1 of Section 6 and its title are replaced by the following :

6.0 KANGIQSUK

6.1 Category I lands

Part One

A territory situated to the west of Ungava Bay on the north shore of Payne River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of a line parallel to the high watermark of Kyak Bay and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the parallel of latitude 60° 02' 05" north; in a southeasterly and westerly direction, the said line parallel to the high watermark of Kyak Bay, of Payne Bay and of the north shore of Payne River, until a point situated at one kilometre and sixty-one hundredths (1,61 km) east of the center of the community of Kangiqsuk; in a due south direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in a westerly direction, the high watermark of the north shore of Payne River, a distance of three kilometres and twenty-two hundredths (3,22 km); in a due north direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in a westerly direction, a line parallel to the high watermark of Payne River and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland until the meridian 70° 29' 20" west; in a direction north 13° 15' east, a distance of two thousand six hundred and forty metres (2 640 m); in a direction north 52° 30' east, a distance of three thousand and ninety-five metres (3 095 m); in a direction north 3° 15' east, a distance of nine thousand six hundred metres (9 600 m); in a direction north 87° 15' east, a distance of six thousand one hundred and thirty metres (6 130 m); in a due north direction, a distance of two thousand six hundred and fifty metres (2 650 m); in a direction north 74° 10' east, a distance of two thousand two hundred and ten metres (2 210 m); in a direction south 88° 45' east, a distance of eleven thousand nine hundred and fifty metres (11 950 m); in a direction south 58° 30' east, a distance of three thousand six hundred and thirty metres (3 630 m); in a direction south 2° 25' east, a distance of four thousand five hundred and ten metres (4 510 m); in a direction south 53° 00' east, a distance of one thousand eight hundred metres (1 800 m); in a direction south 54° 00' east, a distance of approximately nine thousand three hundred and ninety metres (9 390 m) up to the point of commencement.”

Part Two

A territory situated to the southwest of Payne Bay and on the south shore of Payne River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of a line parallel to the high watermark of the south shore of Payne River and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the meridian 69° 59' 20" west; in an easterly and southeasterly direction, the said line parallel to the high watermark of the south shore of Payne River, of Brochant Bay and of Ungava Bay until the parallel of latitude 59° 48' 45" north; in a direction south 89° 10' west, a distance of thirteen thousand four hundred and forty metres (13 440 m); in a due north direction, a distance of five thousand three hundred and sixty-five metres (5 365 m); in a direction north 42° 15' west, a distance of seven thousand seven hundred and fifty metres (7 750 m); in a direction north 32° 25' west, a distance of

approximately seven thousand three hundred and thirty metres (7 330 m) up to the point of commencement.”

6.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, between the high watermark of the maritime coast and of the Payne River and the boundary of lands above described, is included in the calculation establishing the area of those Category I lands at six hundred and twenty-nine square kilometres and fifty-five hundredths (629,55 km<sup>2</sup>).

*[Amendment integrated]*

**13** Map identification number 7 of Schedule 1 of Section 6, its title and the accompanying note, are replaced by the following :

**7.0 QUAQTAQ**

**7.1 Category I lands**

A territory situated east of Diana Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of a line parallel to the high watermark of Heel Cove and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the meridian 69° 53' 10" west; in a due south direction, a distance of one thousand five hundred and fifty metres (1 550 m); in a direction north 41° 15' east, a distance of five thousand seven hundred and sixty metres (5 760 m); in a direction north 87° 00' east, a distance of ten thousand three hundred and thirty metres (10 330 m); in a direction south 19° 15' east, a distance of approximately nine thousand five hundred and fifty metres (9 550 m), until it meets a line parallel to the high watermark of Ungava Bay and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland approximately at the parallel of latitude 60° 44' 55" north; in a northeasterly, northerly, westerly and southwesterly direction, the said line parallel to the high watermark of Ungava Bay, of Hudson Strait and of Diana Bay, until a point situated at one kilometre and sixty-one hundredths (1,61 km) north of the center of the community of Quaqtaq; in a due north direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in a southerly direction, the high watermark of Diana Bay, a distance of three kilometres and twenty-two hundredths (3,22 km); in a due east direction a distance of sixty metres and ninety-six hundredths (60,96 m); in a southerly and southwesterly direction, a line parallel to the high watermark of Diana Bay and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland up to the point of commencement.”

**7.2 Category I special lands**

A territory situated on the west shore of Diana Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of a line parallel to the high watermark of Heel Cove and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the meridian 69° 53' 10" west; in a northwesterly and northerly direction, the said line parallel to the high watermark of Heel Cove and of Diana Bay until it meets the parallel of latitude 60° 59' 55" north; in a direction south 17° 50' west, a distance of two thousand six hundred and fifty metres (2 650 m); in a direction south 15° 30' east, a distance of seven thousand three hundred and seventy metres (7 370 m); in a direction south 20° 30' west, a distance of four thousand four hundred and fifty metres (4 450 m); in a direction south 31° 20' east, a distance of five thousand five hundred and thirty metres (5 530 m); in a direction south 38° 50' east, a distance of three thousand five hundred and thirty metres (3 530 m); in a direction south 77° 00' east, a distance of ten thousand six hundred metres (10 600 m); in a due north

direction, a distance of approximately one thousand five hundred and fifty metres (1 550 m) up to the point of commencement.”

7.3 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, between the high watermark of the maritime coast and the boundary of lands above described, is included in the calculation establishing the area of those Category I lands and of Category I special lands at five hundred and eighty-two square kilometres and thirty-six hundredths (582,36 km<sup>2</sup>).

7.4 Following consultation with the Inuit Community Corporation of Koartac, a corridor for general access shall be allocated by such Corporation, free of charge, where needed, within the area of Category I special lands.

Lands removed from Category I for such purpose shall be replaced in accordance with Section 7.

**[Amendment integrated]**

- 14** Map identification number 8 of Schedule 1 of Section 6 and its title are replaced by the following :

**8.0 KANGIQSUJUAQ**

**8.1 Category I lands**

**Part One**

A territory situated to the south of Wakeham Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the meridian 71° 50' 50" west with a line parallel to high watermark of Hudson Strait and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland; in a direction south 2° 40' west, a distance of two thousand five hundred and forty-five metres (2 545 m); in a direction south 4° 00' east, a distance of one thousand five hundred and eighty-five metres (1 585 m); in a direction south 12° 20' east, a distance of two thousand two hundred and forty-three metres (2 243 m); in a direction south 21° 20' east, a distance of one thousand one hundred and fifty-eight metres (1 158 m); in a direction south 34° 00' east, a distance of two thousand two hundred and twenty-five metres (2 225 m); in a direction south 48° 40' east, a distance of two thousand four hundred and fifty-four metres (2 454 m); in a direction south 65° 00' east, a distance of two thousand nine hundred and twenty-six metres (2 926 m); in a direction south 72° 40' east, a distance of one thousand four hundred and ninety-four metres (1 494 m); in a direction south 86° 20' east, a distance of eight hundred and sixty-three metres (863 m); in a due east direction, a distance of one thousand two hundred and eighty metres (1 280 m); in a direction north 41° 30' east, a distance of two thousand three hundred and seventy-seven metres (2 377 m); in a direction north 72° 30' east, a distance of three thousand three hundred and twenty-two metres (3 322 m); in a direction south 68° 10' east, a distance of approximately nine hundred metres (900 m) until it meets a line parallel to the high watermark of Hudson Strait and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland approximately until the parallel of latitude 61° 36' 30" north; in a southerly and westerly direction, the said line parallel to the high watermark of Hudson Strait and of Joy Bay until the point of intersection with the meridian 71° 50' 05" west; in a direction north 58° 00' west, a distance of three thousand nine hundred metres (3 900 m); in a direction north 69° 50' west, a distance of four thousand three hundred and ninety metres (4 390 m); in a direction north 53° 00' west, a distance of one thousand five hundred and seventy metres (1 570 m); in a direction north 34° 30' west, a distance of three thousand one hundred and nine metres (3 109 m); in a direction north 71° 30' west, a distance of eight thousand eight hundred and ten metres (8 810 m); in a direction north 62° 20' west, a distance of two thousand eight hundred and ninety-five metres (2 895 m); in a due west direction, a distance of one thousand and sixty-seven metres (1 067 m); in a direction south

80° 50' west, a distance of two thousand four hundred and eight metres (2 408 m); in a due west direction, a distance of six hundred and ten metres (610 m); in a direction north 68° 00' west, a distance of three thousand two hundred metres (3 200 m); in a due west direction, a distance of one thousand and six metres (1 006 m); in a direction south 75° 45' west, a distance of three thousand two hundred metres (3 200 m); in a direction south 29° 00' west, a distance of one thousand five hundred and twenty-four metres (1 524 m); in a direction south 61° 15' west, a distance of two thousand two hundred and ten metres (2 210 m); in a direction south 45° 00' west, a distance of two thousand seven hundred metres (2 700 m); in a due west direction, a distance of one thousand and sixty-seven metres (1 067 m); a direction north 53° 00' west, a distance of two thousand four hundred and thirty eight metres (2 438 m); in a direction south 50° 50' west, a distance of three thousand two hundred and seventy metres (3 270 m); in a direction south 35° 10' west, a distance of two thousand nine hundred and ten metres (2 910 m); in a direction north 5° 00' west, a distance of approximately six thousand seven hundred metres (6 700 m), until it meets the north shore of Wakeham River; in a direction north 62° 40' east, a distance of three thousand eight hundred and ten metres (3 810 m); in a direction south 79° 15' east, a distance of six thousand one hundred metres (6 100 m); in a direction north 2° 30' west, a distance of two thousand two hundred and sixty metres (2 260 m); in a due east direction, a distance of approximately twelve thousand two hundred metres (12 200 m), until it meets a line parallel to the high watermark of the east shore of Wakeham River and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland approximately at the parallel of latitude 61° 33' 55" north; in a northeasterly direction, the said line parallel to the high watermark of the east shore of Wakeham River and of the south shore of Wakeham Bay until a point situated at one kilometre and sixty-one hundredths (1,61 km) west of the center of the community of Kangiqsujuaq; in a northerly direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in an easterly and northerly direction, the high watermark of Wakeham Bay, a distance of three kilometres and twenty-two hundredths (3,22 km); in an easterly direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in a northerly and easterly direction, a line parallel to the high watermark of the east shore of Wakeham Bay and of the south shore of Hudson Strait and distant from the above mentioned watermarks of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland up to the point of commencement.”

#### Part Two

A territory situated to the north of Wakeham Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of a line parallel to the high watermark of the north shore of Wakeham Bay and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the meridian 72° 14' 10" west; in a direction north 13° 50' west, a distance of one thousand nine hundred and fifty metres (1 950 m); in a direction north 68° 30' east, a distance of two thousand and twenty-seven metres (2 027 m); in a direction north 48° 00' east, a distance of one thousand eight hundred metres (1 800 m); in a direction north 26° 30' east, a distance of three thousand five hundred and eighty metres (3 580 m); in a direction north 41° 35' east, a distance of one thousand four hundred and seventy-eight metres (1 478 m); in a direction north 21° 35' east, a distance of four hundred and twenty-seven metres (427 m); in a due north direction, a distance of one thousand and thirty-six metres (1 036 m); in a direction north 24° 00' west, a distance of six hundred and fifty-five metres (655 m); in a direction north 37° 00' east, a distance of four thousand one hundred and fifteen metres (4 115 m); in a direction north 42° 00' east, a distance of approximately two thousand and seventy metres (2 070 m) until it meets a line parallel to the high watermark of Hudson Strait and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland, approximately at the meridian 72° 03' 40" west; in a southeasterly and westerly direction, the said line parallel to the high watermark of the south

shore of Hudson Strait and of the west and north shore of Wakeham Bay up to the point of commencement.”

8.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, between the high watermark of the maritime coast and of the Wakeham Bay and the boundary of lands above described, is included in the calculation establishing the area of those Category I lands at six hundred and six square kilometres and seventy-three hundredths (606,73 km<sup>2</sup>).

*[Amendment integrated]*

- 15 Map identification number 9 of Schedule 1 of Section 6 and its title are replaced by the following :

9.0 SALLUIT

9.1 Category I lands

A territory situated on both sides of Saglouc Fiord comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing on a line parallel to the high watermark of the west shore of East cove and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland at a point whose approximate coordinates are 75° 22' 40" west and 61° 15' 20" north; in a direction south 73° 30' west, a distance of five thousand four hundred and seventy-one metres (5 471 m); in a due south direction, a distance of fourteen thousand eight hundred and thirteen metres (14 813 m); in a direction south 17° 15' east, a distance of fifteen thousand one hundred and fifty metres (15 150 m); in a direction south 35° 10' west, a distance of six thousand nine hundred and thirty-five metres (6 935 m); in a direction north 62° 30' west, a distance of five thousand eight hundred and twenty metres (5 820 m); in a direction north 4° 45' east, a distance of nine thousand two hundred and five metres (9 205 m); in a direction south 87° 00' west, a distance of five thousand four hundred and seventy metres (5 470 m); in a direction north 42° 15' west, a distance of ten thousand four hundred and forty metres (10 440 m); in a direction north 44° 30' east, a distance of three hundred and twenty metres (320 m); in a direction north 58° 15' west, a distance of two thousand four hundred and seventy metres (2 470 m); in a direction north 59° 15' west, a distance of seven thousand one hundred and forty-eight metres (7 148 m); in a direction south 46° 35' west, a distance of three thousand five hundred and twenty metres (3 520 m); in a direction north 43° 30' west, a distance of eight thousand two hundred and sixty metres (8 260 m); in a direction north 69° 00' east, a distance of six thousand five hundred and twenty-three metres (6 523 m); in a direction north 56° 40' east, a distance of thirteen thousand four hundred and eleven metres (13 411 m); in a direction north 37° 00' east, a distance of approximately four thousand eight hundred and forty metres (4 840 m), until it meets a line parallel to the high watermark of the south shore of Hudson Strait and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland, approximately at the meridian 75° 42' 55" west; in an easterly, southwesterly, northeasterly direction, the said line parallel to the high watermark of the south shore of Hudson Strait, of Saglouc Fiord until a point situated at one kilometre and sixty-one hundredths (1,61 km) southwest of the center of the community of Salluit; in a northwesterly direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in a northeasterly direction, the high watermark of Saglouc Fiord, a distance of three kilometres and twenty-two hundredths (3,22 km); in a southeasterly direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in a northeasterly and southeasterly direction, a line parallel to the high watermark of Saglouc Fiord, of Hudson Strait and of the west shore of East Cove and distant from the above mentioned watermarks of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland up to the point of commencement.”

9.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, between the high watermark of the maritime coast and of the Saglouc Fiord and the boundary of lands above described, is included in the calculation establishing the area of those Category I lands at six hundred and twenty-five square kilometres and sixty-six hundredths (625,66 km<sup>2</sup>).

*[Amendment integrated]*

**16** Map identification number 10 of Schedule 1 of Section 6 and its title are replaced by the following :

#### 10.0 AKULIVIK

##### 10.1 Category I lands

A territory situated on the east shore of Hudson Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of a line parallel to the high watermark of Hudson Bay and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the meridian 77° 59' 45" west, approximately at the parallel of latitude 60° 58' 07" north; in a southwesterly direction, the said line parallel to the high watermark of Hudson Bay until a point situated at one kilometre and sixty-one hundredths (1,61 km) east of the center of the community of Akulivik; in an easterly direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in a southwesterly direction, the high watermark of the maritime coast, a distance of three kilometres and twenty-two hundredths (3,22 km); in a westerly direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in a southwesterly, northeasterly and easterly direction, a line parallel to the high watermark of the north shore of Mosquito Bay until the meridian 77° 43' 40" west; in a direction north 22° 50' west, a distance of approximately six thousand four hundred and thirty metres (6 430 m), until it meets the high watermark of the south shore of Chukotat River; in a northeasterly direction, the said high watermark of Chukotat River until the meridian 77° 24' 15" west; in a direction north 34° 00' west, a distance of eleven thousand one hundred and fifty metres (11 150 m); in a direction south 58° 30' west, a distance of seventeen thousand nine hundred and eighty metres (17 980 m); in a direction south 16° 40' east, a distance of approximately one thousand and seventy metres (1 070 m), until it meets the high watermark of the north shore of a river whose coordinates are approximately 77° 47' 50" west and 60° 55' 30" north; in a southwesterly direction, the said high watermark of the river above mentioned, until the meridian 77° 57' 15" west; in a direction north 25° 10' west, a distance of six thousand nine hundred and twenty metres (6 920 m); in a direction north 33° 45' east, a distance of one thousand nine hundred and eighty metres (1 980 m); in a direction north 18° 15' west, a distance of approximately one thousand two hundred and thirty metres (1 230 m) up to the point of commencement.”

10.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, between the high watermark of the maritime coast and of the north shore of Mosquito Bay and the boundary of lands above described, is included in the calculation establishing the area of those Category I lands at five hundred and fifty-seven square kilometres and seventy hundredths (557,70 km<sup>2</sup>).

*[Amendment integrated]*

**17** Map identification number 11 of Schedule 1 of Section 6 and its title are replaced by the following :

#### 11.0 INUKJUAK

##### 11.1 Category I lands

A territory situated to the east of Hudson Bay and of Hopewell Sound and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the high watermark of the west shore of Gladel River with the parallel of latitude 58° 13' 52" north; in a northeasterly direction, the said high watermark of the west shore of Gladel River until it meets the parallel of latitude 58° 15' 45" north; in a direction north 12° 00' west, a distance of nine hundred and seventy-five metres (975 m); in a direction north 73° 00' west, a distance of eleven thousand and sixty-five metres (11 065 m); in a direction north 61° 20' west, a distance of nine thousand four hundred and fifty metres (9 450 m); in a direction north 34° 10' west, a distance of five thousand four hundred and forty metres (5 440 m); in a direction north 17° 40' west, a distance of seven thousand two hundred and forty metres (7 240 m); in a direction north 29° 30' west, a distance of nine thousand four hundred and fifty metres (9 450 m); in a direction north 54° 35' west, a distance of twelve thousand nine hundred and ten metres (12 910 m); in a direction north 46° 30' west, a distance of eight thousand six hundred and eighty-five metres (8 685 m); in a direction north 88° 45' west, a distance of eleven thousand nine hundred and thirty-five metres (11 935 m); in a direction south 20° 30' west, a distance of approximately two thousand eight hundred and eighty metres (2 880 m); until it meets the point of intersection of a line parallel to the high watermark of the east shore of Hopewell Sound and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland, approximately at the meridian 78° 30' 50" west; in a southeasterly direction, the said line parallel to the high watermark of Witch Bay and of Hopewell Sound, going round Bates Peninsula until a point located at one kilometre and sixty-one hundredths (1,61 km) west of the community of Inukjuak; in a southwesterly direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in a northerly direction, the high watermark of Hopewell Sound, a distance of three kilometres and twenty-two hundredths (3,22 km); in an easterly direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in a southeasterly direction, a line parallel to the high watermark of Hopewell Sound and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland until it meets the parallel of latitude 58° 13' 52" north; in an easterly direction, a distance of sixty metres and ninety-six hundredths (60,96 m) up to the point of commencement.”

11.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, between the high watermark of the Witch Bay and of the Hopewell Sound and the boundary of lands above described, is included in the calculation establishing the area of those Category I lands at five hundred and fifty-seven square kilometres and seventy-eight hundredths (557,78 km<sup>2</sup>).

*[Amendment integrated]*

- 18 Map identification number 12 (A) of Schedule 1 of Section 6 and its title are replaced by the following :

12.0 LAC GUILLAUME-DELISLE

12.1 Category I lands

Part One

A territory situated to the east of Hudson Bay and to the south of Nastapoca Sound and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of a line parallel to the high watermark of the east shore of Nastapoca Sound and at a distance from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the parallel of latitude 56° 05' 20" north; in a direction south 64° 30' east, a distance of eight thousand three hundred and five metres (8 305 m); in a direction north 24° 30' east, a distance of five thousand seven hundred and ninety metres (5 790 m); in a direction north 2° 30' west, a

distance of approximately three thousand five hundred and five metres (3 505 m), until it meets the high watermark of the south shore of lake Guillaume-Delisle (Richmond Gulf); in a westerly direction, the said high watermark of the south shore of lake Guillaume-Delisle until it meets the meridian 76° 35' 40" west; in a due south direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in a westerly and southerly direction, a line parallel to the high watermark of the south shore of the entrance of lake Guillaume-Delisle and of the east shore of Nastapoca Sound and distant from the said high watermark of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland up to the point of commencement."

#### Part Two

A territory situated to the east of Nastapoca Sound and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of a line parallel to the high watermark on the east shore of Nastapoca Sound and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the parallel of latitude 56° 38' 10" north; in a southerly and easterly direction, the said high watermark of Nastapoca Sound and of the north shore of the entrance to lake Guillaume-Delisle until it meets the meridian 76° 35' 40" west; in a southerly direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in an easterly, westerly, northerly and southerly direction, the high watermark of the west and northeast shore of lake Guillaume-Delisle, until it meets the meridian 76° 18' 15" west, approximately at the parallel of latitude 56° 27' north; in a due north direction, a distance of ten thousand two hundred and ten metres (10 210 m); in a direction north 56° 00' west, a distance of six thousand one hundred metres (6 100 m); in a due north direction, a distance of seven thousand four hundred and twenty metres (7 420 m); in a due west direction, a distance of approximately eight thousand nine hundred and ninety metres (8 990 m) up to the point of commencement."

12.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, between the high watermark of the maritime coast and of the entrance of lake Guillaume-Delisle and the boundary of lands above described, is included in the calculation establishing the area of those Category I lands at five hundred and seventy square kilometres and five tenths (570,5 km<sup>2</sup>).

12.3 The aforesaid strip of sixty metres and ninety-six hundredths (60,96 m) shall not apply for a distance of one kilometre and sixty-one hundredths (1,61 km) in both directions, along the shore line from the center of the eventual community at lake Guillaume-Delisle, according to paragraph 6.4 of the present Section.

#### [Amendment integrated]

**19** The Inuit Category I lands of Great Whale River mentioned in the map identification number 12 (B) of Schedule 1 of Section 6 are as follows :

A territory situated on the east shore of Hudson Bay and to the north of Great Whale River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at a point situated on the south limit of lot 108 and two hundred and seventeen metres and seven tenths (217,7 m) east of the northeast corner of lot 122; towards the northeast, the said south limit of the lot 108 until the point of intersection of the extension of the northern limit of lot 99; towards the northwest, the said extension and the northern limit of lot 99 until the southeast corner of lot 89; following the eastern and northern limit of lot 89 and a part of the northern limit of lot 88 until the southeast corner of lot 87; following the eastern limit of lot 87 until the northeast corner of the said lot; in a westerly and northerly direction, following the southern and western limit of lot 83 until the point of intersection of

the extension of the said limit and the northern limit of lot 31; in a westerly direction, the said northern limit of lot 31 until the southwest corner of lot 30; in a northeasterly direction, the west limit of lot 30 and its extension until the southeast corner of lot 32; in the same direction, the said eastern limit of lot 32 until the point of intersection of the northern limit of lot 33; towards the southeast, the said northern limit of lot 33; in a direction south 35° 54' east, a distance of eighty-four metres (84 m); in a direction south 62° 50' east, a distance of fifty-four metres and nine tenths (54,9 m); in a direction north 27° 10' east, a distance of eighty-six metres and nine tenths (86,9 m), until a point of intersection of the northern limit of lot 48; towards the west until the southwest corner of lot 42; towards the north, the western limit of lot 42; towards the east, the northern limit of lot 42 and a part of the northern limit of lot 41 a distance of one hundred and seven metres and four tenths (107,4 m); in a direction north 15° 00' east, a distance of thirty three metres and five tenths (33,5 m); in a direction north 45° 15' east, a distance of four hundred and eleven metres and five tenths (411,5 m); in a direction north 29° 00' east, a distance of four thousand four hundred and fifty metres (4 450 m); in a direction north 46° 30' east, a distance of five thousand seven hundred and fifty metres (5 750 m); in a direction north 35° 55' west, until the point of intersection with a line parallel to the high watermark of the eastern shore of the Manitounuk Sound and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland; in a southwesterly direction, the said line parallel to the high watermark of the eastern shore of the Manitounuk Sound and Hudson Bay until a point situated at one kilometre and sixty-one hundredths (1,61 km) west of the center of the community of Poste-de-la-Baleine; in a southerly direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in an easterly direction, following the high watermark of the north shore of the Great Whale River until the point of intersection with a line, the direction of which is south 1° 27' 30" east from the point of commencement; in a direction north 1° 27' 30" west, up to the point of commencement."

From this territory above mentioned, to be subtracted lots 51, 23, 32, 54 (part), 130, 81 and the territory hereafter described and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point situated at the intersection of the western limit of lot 32 and the extension towards the west of the southern limit of lot 45; in a direction north 69° 55' west, a distance of one hundred and ninety-four metres (194 m); in a direction north 17° 35' east, a distance of one hundred and ninety-six metres (196 m); in a direction north 61° 10' east, a distance of forty-two metres (42 m); in a direction south 72° 26' east, a distance of two hundred metres (200 m), up to the western limit of lot 32; in a southwesterly direction, the said western limit of lot 32, up to the point of commencement."

The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, between the high watermark of the maritime coast and of the Great Whale River and the boundary of lands above described is included in the calculation establishing the area of those Category I lands at fifteen square kilometres and three tenths (15,3 km<sup>2</sup>).

**[Amendment integrated]**

- 20** Map identification number 2 of Schedule 3 of Section 6 is amended by adding the following :

"From the center of the community of Ivujivik within a radius of forty kilometres (40 km), an area of five hundred and twenty-four square kilometres and ninety one hundredths (524,91 km<sup>2</sup>) is reserved as Category I lands."

**[Amendment integrated]**

- 21** Map identification number 3 of Schedule 3 of Section 6 is amended by adding the following :

“From the center of the community of Povungnituk within a radius of forty kilometres (40 km), an area of six hundred and twenty-six square kilometres and fifty seven hundredths (626,57 km<sup>2</sup>) is reserved as Category I lands.”

*[Amendment integrated]*

**22** Section 6 of the Agreement is amended by adding at the end of the said Section the preliminary territorial descriptions of Category II lands as Schedule 5 of the present Section.

**1.0 KILLINIQ**

**1.1 Category II lands**

**Part One**

A territory situated to the northeast of Ungava Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the high watermark of the east shore of Ungava Bay and Cox Inlet with the meridian 65° 25' 40" west; in a northeasterly, southeasterly and northwesterly direction, the said high watermark of the east shore of Ungava Bay of the southwest and northeast shore of Degesne River and of Lake Sheppard and of the east shore of Low Inlet until the parallel of latitude 59° 50' 55" north, approximately at the meridian 65° 13' west; in an easterly direction, nearby the parallel of latitude 59° 50' 55" north, the high watermark of the south shore of a succession of streams and lakes until the meridian 65° 12' west; in a direction south 68° 00' east, a distance of approximately one thousand eight hundred metres (1 800 m) until it meets the high watermark of the northeast shore of a lake having geocentric coordinates 65° 09' 30" west and 59° 50' 10" north; in a southeasterly direction, the high watermark of the northeast shore of the lake above mentioned until the parallel of latitude 59° 50' 05" north; in a direction north 17° 30' east, a distance of approximately one thousand nine hundred and five metres (1 905 m) until it meets the high watermark of the north shore of the northwest arm of a lake having geocentric coordinates 65° 06' 40" west and 59° 50' north; in an easterly direction, the said high watermark of the north shore of the lake above mentioned until the meridian 65° 06' 15" west; in a direction north 35° 00' east, a distance of approximately four thousand eight hundred and forty-five metres (4 845 m) until it meets the high watermark of the west shore of Lake Edward; in a southerly, easterly and northerly direction, the said high watermark of the west, south and east shore of Lake Edward until the parallel of latitude 59° 53' 08" north; in a direction south 88° 00' east, a distance of one thousand five hundred and fifty-five metres (1 555 m); in a direction north 36° 00' east, a distance of approximately three thousand four hundred and fifteen metres (3 415 m) until it meets the high watermark of the southwest shore of a lake having geocentric coordinates 64° 58' west and 59° 54' 45" north; in a southeasterly, northeasterly and northwesterly direction, the said high watermark of the southwest, southeast and northeast shore of the lake above mentioned until the point of intersection of the extension towards the northeast of the line immediately above mentioned; in a direction north 36° 00' east, a distance of approximately two thousand five hundred and thirty metres (2 530 m) until it meets the high watermark of the southwest shore of a lake having geocentric coordinates 64° 58' west and 59° 56' 40" north; in a northwesterly and northeasterly direction, the said high watermark of the west and north shore of the lake above mentioned until the meridian 64° 58' west; in a direction north 30° 00' west, a distance of approximately one thousand eight hundred and thirty metres (1 830 m) until it meets the high watermark of the south shore of a lake having geocentric coordinates 65° 02' west and 59° 59' 15" north; in a northwesterly and westerly direction, the said high watermark of the south shore of the lake above mentioned and of the south shore of the southwest outlet of the said lake until it meets the high watermark of the east shore of an inlet situated immediately to the north of Bell Inlet; in a northwesterly, northerly and northeasterly direction, the said high watermark

of the northeast shore of the inlet above mentioned, of the east shore of Ungava Bay, of the southwest, southeast and northeast shore of Singer Bay, Christopher Bay, Polunin Bay, of the south shore of the south arm of Coates Bay until the meridian  $64^{\circ} 50' 08''$  west; in a direction north  $20^{\circ} 45'$  east, a distance of approximately one thousand six hundred and fifteen metres (1 615 m) until it meets the point of intersection of the watershed of Ungava Bay and of Labrador Sea; in a southerly and westerly direction, the said watershed until a point having approximate coordinates  $64^{\circ} 41' 30''$  west and  $59^{\circ} 05'$  north; in a direction north  $40^{\circ} 00'$  west, a distance of twenty-nine thousand six hundred metres (29 600 m); in a direction south  $55^{\circ} 30'$  west, a distance of two thousand six hundred metres (2 600 m); in a direction north  $34^{\circ} 25'$  west, a distance of eighteen thousand seven hundred metres (18 700 m); in a direction north  $13^{\circ} 40'$  west, a distance of approximately nine thousand metres (9 000 m) until it meets the high watermark of the south shore of Alluviaq Fiord; in a southeasterly and northwesterly direction, the said high watermark of the south and north shore of Alluviaq Fiord until the meridian  $65^{\circ} 15'$  west; in a direction north  $19^{\circ} 00'$  west, a distance of twenty-five thousand eight hundred and forty metres (25 840 m); in a direction north  $24^{\circ} 40'$  east, a distance of five thousand nine hundred and fifty metres (5 950 m); in a direction north  $47^{\circ} 40'$  west, a distance of approximately five thousand one hundred and sixty metres (5 160 m) up to the point of commencement.”

#### Part Two

A territory situated to the north of Weymouth Inlet and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the high watermark of the north shore of the east arm of Weymouth Inlet with the meridian  $65^{\circ} 19'$  west; in a westerly, northwesterly and northerly direction, the said high watermark of the north shore of the east arm of Weymouth Inlet, of the northeast shore of Weymouth Inlet and of the east shore of Ungava Bay until the parallel of latitude  $59^{\circ} 23'$  north; in a direction south  $41^{\circ} 30'$  east, a distance of six thousand metres (6 000 m); in a direction south  $25^{\circ} 00'$  east, a distance of approximately six thousand eight hundred metres (6 800 m) up to the point of commencement.”

#### Part Three

A territory situated to the south of Weymouth Inlet and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the high watermark of the south shore of the east arm of Weymouth Inlet with the meridian  $65^{\circ} 17' 50''$  west; in a direction south  $30^{\circ} 15'$  east, a distance of seventeen thousand eight hundred and ten metres (17 810 m); in a direction south  $10^{\circ} 35'$  east, a distance of eight thousand and forty metres (8 040 m); in a direction south  $34^{\circ} 35'$  west, a distance of approximately seven thousand five hundred and sixty metres (7 560 m) until it meets the high watermark of the northeast shore of Baudoncourt River, approximately at the meridian  $65^{\circ} 10' 20''$  west; in a northwesterly direction, the said high watermark of the northeast shore of Baudoncourt River until the meridian  $65^{\circ} 20' 10''$  west; in a direction north  $56^{\circ} 35'$  west, a distance of approximately four thousand one hundred metres (4 100 m) until it meets the high watermark of the south shore of a river approximately at the meridian  $65^{\circ} 28'$  west; in a northeasterly direction, until it meets the high watermark of the north shore of the river above mentioned; in a northerly and southeasterly direction, the said high watermark of the north shore of the river above mentioned, the east shore of Gregson Inlet and of Ungava Bay and the southwest shore of Weymouth Inlet up to the point of commencement.”

#### Part Four

A territory situated to the west of Gregson Inlet and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the high watermark of the east shore of Davis Inlet with the meridian 65° 32' 40" west, approximately at the parallel of latitude 59° 09' 30" north; in a northerly and southeasterly direction, the said high watermark of the east shore of Davis Inlet and southwest shore of Gregson Inlet until the parallel of latitude 59° 09' north; in a direction north 65° 45' west, a distance of approximately two thousand two hundred metres (2 200 m) up to the point of commencement.”

1.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, mentioned in paragraph 1.2 of Schedule 1 of the present Section, between the high watermark of the maritime coast and of the McLelan Strait and the boundary of Category I lands, is not included in the calculation establishing the area of those Category II lands at three thousand nine hundred and three square kilometres and seventy-one hundredths (3 903,71 km<sup>2</sup>).

## 2.0 KANGIQSUALUJJUAQ

### 2.1 Category II lands

#### Part One

A territory situated to the southeast of Ungava Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the high watermark of the west shore of George River with the meridian 66° 09' 30" west, approximately at the parallel of latitude 58° 43' 40" north; in a direction south 23° 00' east, a distance of ten thousand five hundred and thirty metres (10 530 m); in a direction south 86° 15' east, a distance of approximately five thousand three hundred and fifty metres (5 350 m) until it meets the high watermark of the west shore of George River; in a southerly direction, the said high watermark of the west shore of George River until the parallel of latitude 58° 23' 20" north; in a southeasterly direction, until it meets the high watermark of the east shore of George River; in a northerly direction, the said high watermark of the west shore of George River until the parallel of latitude 58° 27' 55" north, approximately at the meridian 65° 58' west; in a direction north 47° 05' east, a distance of two thousand two hundred and twenty-five metres (2 225 m); in a direction north 30° 30' east, a distance of three thousand eight hundred and twenty-five metres (3 825 m); in a direction north 47° 45' east, a distance of seven thousand eight hundred metres (7 800 m); in a direction north 25° 15' east, a distance of seven thousand and forty metres (7 040 m); in a due north direction, a distance of approximately ten thousand seven hundred and seventy-five metres (10 775 m), until it meets the high watermark of the south shore of a lake, at a point situated approximately at the parallel of latitude 58° 42' 30" north; in an easterly direction, the high watermark of the south shore of the lake above mentioned and of the southwest shore of Barnoin River until the parallel of latitude 58° 40' 25" north; in an easterly direction, until it meets the high watermark of the east shore of Barnoin River; in an easterly and northerly direction, the said high watermark of Barnoin River and the high watermark of the outlet of a lake having geocentric coordinates 65° 36' 45" west and 58° 42' 25" north; in an easterly direction neighbouring the parallel of latitude 58° 42' 25" north, the high watermark of the north shore of a succession of streams and lakes until it meets the high watermark of the west shore of Koroc River; in a northwesterly direction, the said high watermark of the west shore of Koroc River until the meridian 65° 46' 15" west; in a northeasterly direction, until it meets the high watermark of the east shore of Koroc River; in a southeasterly direction, the said high watermark of the east shore of Koroc River until the parallel of latitude 58° 47' 33" north; in a direction north 7° 00' west, a distance of four thousand eight hundred and fifteen metres (4 815 m); in a direction north 33° 00' west, a distance of six thousand nine hundred and five metres (6 905 m); in a direction north 62° 00' west, a distance of approximately four thousand and ten metres (4 010 m) until it meets the high watermark of the east shore of a lake having geocentric coordinates 65° 45' 45" west and 58° 55' 30" north; in a southerly direction, the said high watermark of the east shore of the said lake until the meridian

65° 45' 30" west; in a direction south 58° 00' west, a distance of approximately one thousand three hundred and twenty-five metres (1 325 m) until it meets the high watermark of the west shore of Ungava Bay; in a northwesterly, northeasterly and southeasterly direction, the said high watermark of Ungava Bay, of the southwest shore of Baudan River until the parallel of latitude 58° 55' 20" north; in a northeasterly direction, until it meets the high watermark of the northeast shore of Baudan River; in a northwesterly, easterly and southeasterly direction, the said high watermark of the northeast shore of Baudan River, of the south shore of the east arm of Tasikallak Bay and of the northeast shore of Baudoncourt River until the parallel of latitude 59° 00' north, approximately at the meridian 65° 10' 20" west; in a direction south 36° 00' east, a distance of thirty-nine thousand metres (39 000 m); in a direction north 27° 00' east, a distance of approximately six thousand and forty metres (6 040 m) until it meets the high watermark of the southeast shore of Grenier River; in a northeasterly direction, the said high watermark of the southeast shore of Grenier River until the meridian 64° 41' 40" west; in a direction south 54° 15' east, a distance of twenty-nine thousand five hundred and ten metres (29 510 m); in a direction south 51° 00' west, a distance of twenty-five thousand nine hundred and ninety metres (25 990 m); in a direction north 19° 45' west, a distance of fourteen thousand two hundred and fifty metres (14 250 m); in a direction south 84° 30' west, a distance of fifteen thousand four hundred and ten metres (15 410 m); in a direction north 74° 55' west, a distance of eighteen thousand six hundred metres (18 600 m); in a direction south 0° 50' east, a distance of ten thousand metres (10 000 m); in a direction south 87° 40' west, a distance of fifteen thousand five hundred metres (15 500 m); in a direction north 46° 15' west, a distance of seven thousand five hundred metres (7 500 m); in a direction south 36° 50' west, a distance of forty-one thousand six hundred metres (41 600 m); in a direction south 16° 00' east, a distance of thirteen thousand eight hundred metres (13 800 m); in a direction south 73° 30' west, a distance of thirty-one thousand two hundred metres (31 200 m); in a direction north 22° 45' west, a distance of thirty thousand two hundred and eighty metres (30 280 m); in a direction north 80° 20' east, a distance of four thousand and eighty metres (4 080 m); in a direction north 6° 20' west, a distance of seven thousand six hundred and seventy metres (7 670 m); in a direction north 47° 30' east, a distance of twenty-two thousand seven hundred and sixty metres (22 760 m); in a direction south 73° 10' east, a distance of twelve thousand eight hundred metres (12 800 m); in a direction north 33° 30' east, a distance of six thousand one hundred and thirty metres (6 130 m); in a direction north 19° 00' west, a distance of eight thousand and fifty metres (8 050 m); in a direction north 1° 00' west, a distance of approximately eleven thousand eight hundred metres (11 800 m) up to the point of commencement."

#### Part Two

A territory comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the high watermark of the north shore of Ford River with the meridian 65° 13' west, approximately at the parallel of latitude 57° 54' 30" north; in a northwesterly and easterly direction, the said high watermark of the north shore of Ford River and of the south shore of a river (tributary of Ford River) having the influx at the parallel of latitude 57° 55' 35" north, until the meridian 65° 14' 10" west; in a direction north 1° 00' west, a distance of nine thousand nine hundred and eighty metres (9 980 m); in a direction north 67° 40' east, a distance of thirty-four thousand six hundred and thirty metres (34 630 m); in a direction south 1° 30' east, a distance of seven thousand eight hundred and twenty metres (7 820 m); in a direction south 45° 40' west, a distance of twenty-two thousand seven hundred and seventy metres (22 770 m); in a direction south 83° 50' west, a distance of approximately fourteen thousand seven hundred and seventy metres (14 770 m) up to the point of commencement."

#### Part Three

A territory situated to the east of Ungava Bay and to the northeast of Tasikallak Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the high watermark of the north shore of the east arm of Tasikallak Bay with the meridian 65° 20' 10" west; in a westerly, northwesterly and southeasterly direction, the said high watermark of the north shore of the east arm, of the northeast shore of Tasikallak Bay, of the east shore of Ungava Bay and of the west and south shore of Davis Inlet, until the meridian 65° 32' 40" west; in a direction south 65° 45' east, a distance of approximately two thousand two hundred metres (2 200 m) until it meets the high watermark of the south shore of Gregson Inlet; in a southeasterly direction the said high watermark of the south shore of Gregson Inlet and of a river until the meridian 65° 23' 30" west; in a direction south 56° 35' east, a distance of approximately four thousand one hundred metres (4 100 m) up to the point of commencement.”

2.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, mentioned in paragraph 2.3 of Schedule 1 of the present Section, between the high watermark of the maritime coast and of the George River and the boundary of Category I lands and of Category I special lands, is not included in the calculation establishing the area of those Category II lands at five thousand four hundred and ninety square kilometres and eight hundredths (5 490,08 km<sup>2</sup>).

2.3 Notwithstanding the provisions of the Agreement respecting outfitting in Category III lands, the Inuit of Québec shall, in accordance with the following, have the exclusive right to operate outfitting facilities in the immediate vicinity of Helen's Falls.

To give effect to the preceding paragraph, the lease of the outfitter presently operating in the immediate vicinity of Helen's Falls shall not be renewed upon its expiry of March 31, 1979. Upon the expiry of the said lease, or upon the cancellation or other termination of the said lease, whichever is the earlier, Québec shall grant to the Inuit Native party, or to a native person or native persons designated by the Inuit Native party, the required authorization, lease or permit to operate outfitting facilities in the said area.

The said authorization, lease or permit shall not necessarily contain the same provisions as those found in the lease held by the present outfitter.

The grant of the said authorization, lease or permit shall be deemed to be an exercise by the Inuit of Québec of their right of first refusal to operate outfitting facilities in Category III.

Québec shall give the present outfitter notice of at least one year that his lease shall not be renewed. Quebec shall also advise the present outfitter that, if he wishes, the Inuit native party shall purchase that part of his outfitting facilities comprising immoveables (buildings) at the fair market value of such immoveables in their condition at the time of the proposed purchase.

If the present outfitter wishes the Inuit Native party to purchase such immoveables and the parties are unable to agree on their fair market value before the expiry of the present outfitter's lease, the Inuit Native party shall then be bound to offer the present outfitter the price established by Quebec as the fair market value of such immoveables in their condition at the time of the proposed purchase, whether such price is lower or higher than that previously offered by the Inuit Native party.

### 3.0 KUUIJUAQ

#### 3.1 Category II lands

##### Part One

A territory situated to the southwest of Ungava Bay, encompassing Category I lands and Category I special lands and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the high watermark of the southwest shore of Ungava Bay with the parallel of latitude 58° 42' 10" north; in a southeasterly direction, the said high watermark of the southwest shore of Ungava Bay and of the south shore of “baie Sèche” until it meets the high watermark of the west shore of Koksoak River approximately at the parallel of latitude 58° 33' north; in a direction south 57° 27' east, a distance of approximately four thousand and thirty metres (4 030 m) until it meets the high watermark of the east shore of Koksoak River; in a southeasterly, northerly and southerly direction, the high watermark of the southwest shore of Ungava Bay and of the west shore of False River until the parallel of latitude 58° 23' 40" north; in a direction north 76° 00' east, a distance of approximately five thousand two hundred and sixty metres (5 260 m) until it meets the high watermark of the east shore of False River; in a northeasterly direction, the said high watermark of the east shore of False River and of the southwest shore of Ungava Bay until the meridian 67° 46' 10" west; in a direction south 0° 20' west, a distance of eighty-one thousand one hundred and sixty metres (81 160 m); in a direction north 89° 00' west, a distance of twenty-four thousand eight hundred and eighty metres (24 880 m); in a direction south 2° 10' east, a distance of five thousand and fifty metres (5 050 m); in a direction south 13° 55' west, a distance of six thousand four hundred and ninety metres (6 490 m); in a direction south 25° 05' west, a distance of seventeen thousand and eighty metres (17 080 m); in a direction south 89° 50' west, a distance of two thousand six hundred and sixty metres (2 660 m); in a direction north 7° 20' east, a distance of fifty-two thousand nine hundred metres (52 900 m); in a due west direction a distance of sixteen thousand and twenty metres (16 020 m); in a direction south 61° 10' west, a distance of forty thousand one hundred and fifty metres (40 150 m); in a direction north 26° 40' west, a distance of fourteen thousand nine hundred metres (14 900 m); in a direction north 53° 35' east, a distance of thirty-five thousand metres (35 000 m); in a direction north 0° 50' west, a distance of four thousand nine hundred and fifty metres (4 950 m); in a direction north 25° 35' east, a distance of twenty-three thousand five hundred and ten metres (23 510 m); in a direction north 5° 00' east, a distance of twenty-one thousand nine hundred and fifty metres (21 950 m); in a direction north 16° 20' east, a distance of twenty-one thousand and sixty metres (21 060 m); in a direction south 77° 30' east, a distance of approximately six thousand five hundred and eighty metres (6 580 m) up to the point of commencement.”

From this Part One of Category II lands above mentioned, to subtract those territories of Category I lands, Category I special lands and the block situated on the west shore of Lake Kohlmeister, mentioned in paragraph 3.3 of Schedule 1 of the present Section.

#### Part Two

A territory situated near the south shore of Leaf Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the high watermark of the southwest shore of Ungava Bay with the meridian 68° 37' 40" west; in a direction south 12° 50' west, a distance of forty-four thousand one hundred and ninety metres (44 190 m); in a direction south 27° 40' west, a distance of fourteen thousand and forty metres (14 040 m); in a direction south 6° 15' east, a distance of sixteen thousand one hundred and sixty metres (16 160 m); in a direction south 31° 50' west, a distance of ten thousand six hundred and thirty metres (10 630 m); in a direction north 36° 00' west, a distance of approximately nineteen thousand one hundred and eighty metres (19 180 m) until it meets the high watermark of the northeast shore of Lake De Freneuse; in a northwesterly direction, the said high watermark of the northeast shore of Lake De Freneuse until the parallel of latitude 58° 24' 30" north; in a direction north 11° 15' west, a distance of twenty thousand five hundred and ten metres (20 510 m); in a direction north 31° 20' east, a distance of thirty-three thousand five hundred metres (33 500 m); in a direction north 82° 50' east, a distance of twenty-two thousand and seventy metres (22 070 m); in a direction north 2° 00' east, a distance of approximately two thousand five hundred and twenty metres (2 520 m) until it meets the high watermark

of the southwest shore of Ungava Bay; in an easterly direction, the said high watermark of the southwest shore of Ungava Bay up to the point of commencement.”

#### Part Three

A territory situated to the south of Ungava Bay and of Alukpaluk Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the high watermark of the south shore of Ungava Bay with the meridian 67° 01' west, approximately at the parallel of latitude 58° 25' 20" north; in a direction south 13° 00' east, a distance of ten thousand five hundred metres (10 500 m); in a direction south 5° 10' east, a distance of approximately twenty-six thousand five hundred and eighty metres (26 580 m) until it meets the high watermark of the southwest shore of Tuctuc River; in a southeasterly direction, the said high watermark of the southwest shore of Tuctuc River until the parallel of latitude 58° 00' north; in a direction south 19° 50' east, a distance of eight thousand five hundred and sixty metres (8 560 m); in a direction south 64° 20' west, a distance of ten thousand nine hundred and fifty metres (10 950 m); in a direction south 1° 15' west, a distance of thirty-seven thousand seven hundred metres (37 700 m); in a direction south 89° 45' west, a distance of eight thousand eight hundred metres (8 800 m); in a direction north 22° 00' west, a distance of two thousand eight hundred metres (2 800 m); in a direction north 0° 50' east, a distance of twenty thousand six hundred metres (20 600 m); in a direction north 87° 20' west, a distance of twelve thousand metres (12 000 m); in a direction south 14° 00' west, a distance of six thousand metres (6 000 m); in a direction south 18° 35' east, a distance of eighteen thousand three hundred and ten metres (18 310 m); in a direction north 87° 20' west, a distance of five thousand five hundred and eighty metres (5 580 m); in a direction north 18° 30' west, a distance of twenty-three thousand four hundred and forty metres (23 440 m); in a direction north 39° 00' west, a distance of five thousand and twenty metres (5 020 m); in a direction north 2° 00' east, a distance of approximately fifty-two thousand five hundred and ninety metres (52 590 m) until it meets the high watermark of the south shore of Ungava Bay, approximately at the meridian 67° 30' 40" west; in a northeasterly direction, the said high watermark of the south shore of Ungava Bay, west, south and east shore of Alukpaluk Bay up to the point of commencement.”

3.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, mentioned in paragraph 3.3 of Schedule 1 of the present Section, between the high watermark of the Koksoak River and the boundary of Category I lands and of Category I special lands as well as the area of two square kilometres and thirty-three hundredths (2,33 km<sup>2</sup>) of the block situated on the west shore of Lake Kohlmeister, are not included in the calculation establishing the area of those Category II lands at eight thousand eight hundred and eighty square kilometres and thirty-seven hundredths (8 880,37 km<sup>2</sup>).

### 4.0 TASIUAQ

#### 4.1 Category II lands

##### Part One

A territory situated north of Leaf Basin and of Leaf River and west of North Arm and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the high watermark of the north shore of Leaf River with the meridian 69° 59' 30" west; in a direction north 0° 15' east, a distance of twelve thousand three hundred metres (12 300 m); in a direction north 89° 30' east, a distance of five thousand one hundred and eighty metres (5 180 m); in a direction north 30° 50' east, a distance of approximately four thousand three hundred and seventy metres (4 370 m) until it meets the high watermark of the west shore of North Arm; in an

easterly, southerly and westerly direction, the said high watermark of the west shore of North Arm, Leaf Basin, Causeway Cove, the north shore of Leaf River up to the point of commencement.”

#### Part Two

A territory situated east of North Arm and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the high watermark of the east shore of North Arm with the meridian  $69^{\circ} 39' 35''$  west, approximately at the parallel of latitude  $58^{\circ} 52' 50''$  north; in a direction north  $10^{\circ} 30'$  east, a distance of one thousand eight hundred and sixty metres (1 860 m); in a direction north  $85^{\circ} 00'$  east, a distance of three thousand three hundred and fifty metres (3 350 m); in a direction south  $32^{\circ} 00'$  east, a distance of two thousand five hundred metres (2 500 m); in a direction south  $16^{\circ} 20'$  east, a distance of three thousand four hundred and forty-five metres (3 445 m); in a direction north  $61^{\circ} 00'$  east, a distance of approximately six hundred and forty metres (640 m) until it meets the high watermark of the west shore of Leaf Bay; in a northeasterly direction, the said high watermark of Leaf Bay until the parallel of latitude  $58^{\circ} 51' 30''$  north; in a direction north  $33^{\circ} 30'$  west, a distance of thirty thousand five hundred metres (30 500 m); in a direction north  $80^{\circ} 10'$  west, a distance of two thousand three hundred metres (2 300 m); in a direction south  $18^{\circ} 40'$  east, a distance of approximately four thousand and eighty metres (4 080 m) until it meets the high watermark of the east shore of North Arm; in a southeasterly direction, the said high watermark of the east shore of North Arm up to the point of commencement.”

#### Part Three

A territory situated west of Boulder Bay and south of Ikattok Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the high watermark of the north shore of Leaf Bay with the meridian  $69^{\circ} 30' 40''$  west, approximately at the parallel of latitude  $58^{\circ} 54' 15''$  north; in a direction north  $2^{\circ} 00'$  east, a distance of approximately twenty-two thousand one hundred and fifty metres (22 150 m) until it meets the high watermark of the south shore of Ikattok Bay; in an easterly, southwesterly and southerly direction, the said high watermark of the south shore of Ikattok Bay, the west shore of Boulder Bay, the north shore of Leaf Bay up to the point of commencement.”

#### Part Four

A territory situated on both sides of Leaf River and south of Leaf Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the high watermark of the west shore of Trading Post Cove with the parallel of latitude  $58^{\circ} 39' 55''$  north; in a direction south  $37^{\circ} 30'$  west, a distance of five thousand seven hundred and sixty metres (5 760 m); in a direction south  $33^{\circ} 45'$  west, a distance of approximately ten thousand eight hundred metres (10 800 m), until it meets the high watermark of the east shore of a river, approximately at a point of latitude  $58^{\circ} 32' 35''$  north; in a southwesterly and southerly direction, the said high watermark of the east shore of the river above mentioned and of the east and south shore of a lake having geocentric coordinates  $69^{\circ} 52' 30''$  west and  $58^{\circ} 26' 30''$  north, until it meets the parallel of latitude  $58^{\circ} 25' 25''$  north; in a direction south  $81^{\circ} 20'$  west, a distance of approximately four thousand nine hundred and forty metres (4 940 m), until it meets the high watermark of the east shore of Lake Canal; in a northeasterly, northwesterly and southwesterly direction, the said high watermark of the east, north and west shore of Lake Canal, until it meets the extension of the line above mentioned; in a direction south  $84^{\circ} 00'$  west, a distance of eight thousand five hundred metres (8 500 m); in a direction north  $57^{\circ} 45'$  west, a distance of eight thousand six hundred and twenty-five metres (8 625 m); in a direction north  $35^{\circ} 00'$  east, a distance of four thousand nine hundred and seventy metres (4 970 m); in a direction

north 6° 00' east, a distance of eight thousand one hundred and forty metres (8 140 m); in a direction north 76° 15' east, a distance of six thousand four hundred and fifteen metres (6 415 m); in a direction south 76° 30' east, a distance of four thousand nine hundred and twenty metres (4 920 m); in a due north direction, a distance of approximately twenty-one thousand two hundred and seventy-five metres (21 275 m) until it meets the high watermark of the south shore of Leaf River, approximately at the meridian 69° 59' 30" west; in a westerly direction, the said high watermark of the south shore of Leaf River, until the meridian 70° 08' west; in a direction north 17° 30' west, a distance of approximately two thousand five hundred and ninety metres (2 590 m) until it meets the high watermark of the north shore of Leaf River; in a direction north 1° 40' west, a distance of nine thousand four hundred and fifty metres (9 450 m); in a direction south 82° 10' west, a distance of sixteen thousand two hundred and seventy metres (16 270 m); in a direction south 89° 05' west, a distance of eighteen thousand one hundred and eighty metres (18 180 m); in a direction south 23° 25' west, a distance of sixteen thousand one hundred and ten metres (16 110 m); in a direction south 44° 10' east, a distance of eight thousand metres (8 000 m); in a direction south 1° 40' east, a distance of seventeen thousand eight hundred metres (17 800 m); in a direction south 51° 55' west, a distance of six thousand eight hundred metres (6 800 m); in a direction south 60° 25' east, a distance of thirty-three thousand two hundred metres (33 200 m); in a direction north 29° 40' east, a distance of eight thousand eight hundred metres (8 800 m); in a direction south 83° 30' east, a distance of approximately eleven thousand four hundred metres (11 400 m) until it meets the high watermark of the west shore of Finger River; in a southerly direction the said high watermark of the west shore of Finger River and of Lake Jars, Lake Pourcher, Lake Bones, Lake Laumont and Lake Jourdan, until the parallel of latitude 58° 05' 20" north, in a direction south 17° 40' east, a distance of eight thousand six hundred and twenty metres (8 620 m); in a direction south 88° 50' east, a distance of four thousand five hundred and forty metres (4 540 m); in a direction north 19° 55' east, a distance of six thousand nine hundred and thirty metres (6 930 m); in a direction north 16° 30' east, a distance of fourteen thousand nine hundred and sixty metres (14 960 m); in a direction north 18° 45' west, a distance of thirteen thousand four hundred and seventy metres (13 470 m); in a direction north 10° 40' east, a distance of five thousand nine hundred and forty metres (5 940 m); in a direction south 86° 20' east, a distance of ten thousand nine hundred and forty metres (10 940 m); in a direction north 19° 55' east, a distance of nineteen thousand metres (19 000 m); in a direction south 49° 45' east, a distance of six thousand one hundred and sixty metres (6 160 m); in a direction south 73° 00' east, a distance of sixteen thousand three hundred and ninety metres (16 390 m); in a direction north 10° 00' east, a distance of two thousand metres (2 000 m); in a direction north 24° 50' west, a distance of twenty thousand one hundred and ninety metres (20 190 m); in a direction north 14° 45' east, a distance of fourteen thousand eight hundred and ninety metres (14 890 m); in a direction north 51° 40' east, a distance of twenty thousand six hundred metres (20 600 m); in a direction north 69° 50' west, a distance of approximately three thousand six hundred and thirty metres (3 630 m) until it meets the high watermark of the south shore of Leaf Bay, approximately at the meridian 69° 10' 30" west; in a southwesterly direction, the said high watermark of the south shore Leaf Bay, the east and south shore of Trading Post Cove up to the point of commencement."

From this Part Four above mentioned, to subtract the territory here after described and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the meridian 70° 08' west with the parallel of latitude 58° 40' 40" north; in a direction north 0° 10' west, a distance of five thousand two hundred and twenty metres (5 220 m); in a direction south 89° 20' east, a distance of seven thousand one hundred and ten metres (7 110 m); in a direction south 1° 20' east, a distance of thirteen thousand one hundred and thirty metres (13 130 m); in a direction south 87° 15' west, a distance of three thousand and sixty metres (3 060 m); in a direction north 22° 30' west, a distance of four thousand nine hundred metres (4 900 m); in a direction north 14° 30' west, a distance of three thousand nine hundred and ten metres (3 910 m); in

a direction south 82° 50' west, a distance of approximately one thousand four hundred and eighty metres (1 480 m) up to the point of commencement.”

#### Part Five

A territory comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the meridian 71° 02' 25" west with the parallel of latitude 58° 05' 05" north; in a direction north 1° 55' east, a distance of thirteen thousand three hundred and ten metres (13 310 m); in a direction north 63° 50' east, a distance of twenty thousand one hundred and fifty metres (20 150 m); in a direction south 3° 20' west, a distance of twenty-one thousand nine hundred and seventy metres (21 970 m); in a direction south 89° 10' west, a distance of approximately seventeen thousand two hundred and seventy metres (17 270 m) up to the point of commencement.”

4.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, mentioned in paragraph 4.2 of Schedule 1 of the present Section, between the high watermark of the Leaf River, of the Leaf Basin, of the Leaf Bay and of the North Arm and the boundary of Category I lands, is not included in the calculation establishing the area of those Category II lands at three thousand eight hundred and forty square kilometres and twenty-five hundredths (3 840,25 km<sup>2</sup>).

### 5.0 AUPALUK

#### 5.1 Category II lands

##### Part One

A territory bounded to the east by Category I lands (Part Four), Bonnard Bay and Ungava Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the high watermark of the north shore of Lefroy River with the meridian 69° 40' 55" west; in a westerly direction, the said high watermark of the north shore of Lefroy River until it meets the meridian 69° 45' 10" west; in a direction south 13° 30' west, a distance of eight thousand two hundred and thirty metres (8 230 m); in a direction south 12° 00' west, a distance of seven thousand four hundred and seventy metres (7 470 m); in a direction south 26° 45' east, a distance of approximately seventeen thousand five hundred and twenty metres (17 520 m) until it meets the high watermark of the west shore of Ungava Bay; in a southerly direction, the high watermark of the west shore of Ungava Bay until the parallel of latitude 59° 22' north; in a direction south 88° 30' west, a distance of twenty-seven thousand seven hundred and ninety metres (27 790 m); in a direction south 52° 20' west, a distance of twenty thousand metres (20 000 m); in a direction north 23° 35' west, a distance of thirty-six thousand and thirty metres (36 030 m); in a direction north 70° 10' east, a distance of eight thousand five hundred metres (8 500 m); in a direction north 72° 50' east, a distance of approximately thirty-six thousand five hundred metres (36 500 m) until it meets the high watermark of the south shore of Lefroy River; in a northeasterly direction, the said high watermark of the south shore of Lefroy River until the meridian 69° 50' 30" west; in a northerly direction, until it meets the high watermark of the north shore of the said river; in a northeasterly direction, the said high watermark of the said river until the parallel of latitude 59° 42' 10" north; in a direction south 86° 20' east, a distance of approximately ten thousand one hundred and ten metres (10 110 m) until it meets the high watermark of the west shore of Bonnard Bay; in a southwesterly direction, the said high watermark of Bonnard Bay and of the north shore of Lefroy River up to the point of commencement.”

##### Part Two

A territory bounded partially to the north by Category I lands (Part Two) and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the meridian 70° 09' 40" west, with the parallel of latitude 59° 07' 40" north; in a direction south 30° 30' west, a distance of three thousand eight hundred and eighty-five metres (3 885 m); in a direction south 7° 15' east, a distance of three thousand two hundred and sixty metres (3 260 m); in a direction north 78° 00' east, a distance of four thousand and ten metres (4 010 m); in a direction north 59° 30' east, a distance of eleven thousand nine hundred and fifteen metres (11 915 m); in a direction north 28° 00' east, a distance of four thousand five hundred and forty metres (4 540 m); in a direction south 18° 40' east, a distance of approximately twelve thousand nine hundred and sixty metres (12 960 m) until it meets the high watermark of the north shore of North Arm; in a westerly and southerly direction, the said high watermark of the north and west shore of North Arm until the parallel of latitude 59° 01' north; in a direction south 83° 50' west, a distance of seventeen thousand two hundred and eighty metres (17 280 m); in a direction south 0° 40' east, a distance of fourteen thousand six hundred and forty metres (14 640 m); in a direction south 82° 10' west, a distance of sixteen thousand two hundred and seventy metres (16 270 m); in a direction south 89° 05' west, a distance of eighteen thousand one hundred and eighty metres (18 180 m); in a direction south 23° 25' west, a distance of sixteen thousand one hundred and ten metres (16 110 m); in a direction south 89° 35' west, a distance of forty-two thousand three hundred and ninety metres (42 390 m); in a direction north 0° 55' west, a distance of eighteen thousand eight hundred metres (18 800 m); in a direction north 87° 00' east, a distance of sixteen thousand and forty metres (16 040 m); in a direction south 86° 15' east, a distance of twenty-seven thousand three hundred and sixty metres (27 360 m); in a direction north 63° 09' east, a distance of thirty-three thousand one hundred metres (33 100 m); in a direction north 5° 35' west, a distance of thirteen thousand nine hundred and eighty metres (13 980 m); in a direction south 89° 25' east, a distance of approximately eleven thousand five hundred metres (11 500 m) up to the point of commencement.”

#### Part Three

A territory bounded to the north by Category I lands (Part One) and situated on the north and west shore of Ikattok Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the meridian 69° 43' 40" west with the parallel of latitude 59° 10' 15" north; in a direction north 48° 00' east, a distance of five thousand five hundred and twenty metres (5 520 m); in a direction north 54° 30' east, a distance of twelve thousand six hundred and fifty metres (12 650 m); in a direction north 51° 30' east, a distance of approximately eight thousand six hundred and forty metres (8 640 m) until it meets the high watermark of the west shore of De Villiers Cove; in a northeasterly, southerly and southwesterly direction, the said high watermark of the south and east shore of De Villiers Cove, of the west shore of Ungava Bay and of the north and west shore of Ikattok Bay until the parallel of latitude 59° 06' 20" north; in a direction south 2° 00' west, a distance of ten thousand and ninety metres (10 090 m); in a direction south 69° 35' west, a distance of three thousand two hundred and ten metres (3 210 m); in a direction north 28° 30' west, a distance of approximately twenty thousand four hundred and seventy metres (20 470 m) up to the point of commencement.”

#### Part Four

A territory situated on both sides of the west part of Lake Peters and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the meridian 71° 14' 55" west with the parallel of latitude 59° 33' 50" north; in a direction north 8° 10' west, a distance of ten thousand seven hundred and ten metres (10 710 m); in a direction north 79° 05' east, a distance of sixteen thousand four hundred and fifty metres

(16 450 m); in a direction south 29° 00' east, a distance of approximately two thousand four hundred and sixty metres (2 460 m) until it meets the high watermark of the north shore of Lake Peters; in a southwesterly direction, the said high watermark of the north shore of Lake Peters until the meridian 70° 58' 40" west; in a southerly direction, until it meets the high watermark of the south shore of the said lake; in a southwesterly and southeasterly direction, the said high watermark of the south shore of the said lake until the meridian 70° 55' west; in a direction south 74° 50' west, a distance of approximately nineteen thousand three hundred and fifty metres (19 350 m) up to the point of commencement."

#### Part Five

A territory comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the meridian 71° 57' 30" west with the parallel of latitude 59° 36' 40" north; in a direction north 11° 25' east, a distance of twenty-five thousand six hundred and ten metres (25 610 m); in a direction south 75° 45' east, a distance of fourteen thousand seven hundred and fifty metres (14 750 m); in a direction south 12° 15' west, a distance of nine thousand six hundred and thirty metres (9 630 m); in a direction south 4° 50' west, a distance of five thousand nine hundred and thirty metres (5 930 m); in a direction south 14° 40' west, a distance of seven thousand two hundred and fifty metres (7 250 m); in a direction north 86° 40' west, a distance of approximately fifteen thousand and fifteen metres (15 015 m) up to the point of commencement."

5.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, mentioned in paragraph 5.2 of Schedule 1 of the present Section, between the high watermark of the maritime coast and the boundary of Category I lands, is not included in the calculation establishing the area of those Category II lands at four thousand and thirty-nine square kilometres and sixty-eight hundredths (4 039,68 km<sup>2</sup>).

### 6.0 KANGIQSUK

#### 6.1 Category II lands

##### Part One

A territory situated south of Arnaud River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the meridian 71° 04' west with the parallel of latitude 59° 45' 35" north; in a direction north 67° 30' east, a distance of twenty-seven thousand four hundred and thirty metres (27 430 m); in a direction north 1° 40' west, a distance of approximately four thousand one hundred metres (4 100 m) until it meets the high watermark of the north shore of Thury River; in a northeasterly direction, the said high watermark of the north shore of Thury River, of the south shore of Arnaud River (Payne) until the meridian 70° 07' 40" west; in a direction south 9° 40' east, a distance of eleven thousand four hundred and seventy metres (11 470 m); in a direction south 76° 20' east, a distance of one thousand three hundred and forty metres (1 340 m); in a direction south 2° 40' east, a distance of twenty-three thousand one hundred and eighty metres (23 180 m); in a direction south 83° 40' west, a distance of approximately forty-six thousand three hundred and fifty metres (46 350 m) until it meets the high watermark of the south shore of Lake Peters; in a northwesterly and northeasterly direction, the said high watermark of the south shore of Lake Peters until the meridian 70° 58' 40" west; in a northerly direction, until it meets the high watermark of the north shore of Lake Peters; in a northeasterly direction, the said high watermark of the north shore of Lake Peters until the meridian 70° 57' 20" west; in a direction north 29° 00' west, a distance of approximately twelve thousand five hundred and twenty metres (12 520 m) up to the point of commencement."

**Part Two**

A territory situated on the west shore of Ungava Bay, on both sides of Arnaud River (Payne) and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the high watermark of the west shore of Kyak Bay with the meridian 69° 50' 30" west; in a direction north 54° 00' west, a distance of nine thousand four hundred and fifty metres (9 450 m); in a direction north 53° 00' west, a distance of one thousand eight hundred metres (1 800 m); in a direction north 2° 25' west, a distance of four thousand five hundred and ten metres (4 510 m); in a direction north 58° 30' west, a distance of three thousand six hundred and thirty metres (3 630 m); in a direction north 88° 45' west, a distance of eleven thousand nine hundred and fifty metres (11 950 m); in a direction south 74° 10' west, a distance of two thousand two hundred and ten metres (2 210 m); in a due south direction, a distance of two thousand six hundred and fifty metres (2 650 m); in a direction south 87° 15' west, a distance of six thousand one hundred and thirty metres (6 130 m); in a direction south 3° 15' west, a distance of nine thousand six hundred metres (9 600 m); in a direction south 52° 30' west, a distance of three thousand and ninety-five metres (3 095 m); in a direction south 13° 15' west, a distance of approximately two thousand seven hundred metres (2 700 m) until it meets the high watermark of the north shore of Arnaud River; in a westerly direction, the said high watermark of the north shore of Arnaud River until the meridian 70° 30' west, in a due north direction, a distance of ten thousand five hundred metres (10 500 m); in a direction south 89° 00' west, a distance of six thousand and eighty metres (6 080 m); in a direction north 52° 30' west, a distance of six thousand two hundred metres (6 200 m); in a due west direction, a distance of two thousand metres (2 000 m); in a direction south 0° 30' west, a distance of eighteen thousand two hundred metres (18 200 m); in a direction north 60° 40' west, a distance of approximately twenty-five thousand metres (25 000 m) until it meets the high watermark of the south shore of Arnaud River; in a westerly direction, the said high watermark of the south shore of Arnaud River until the meridian 71° 42' west; in a direction south 19° 35' east, a distance of ten thousand and ninety metres (10 090 m); in a direction south 1° 10' east, a distance of fifteen thousand eight hundred and ten metres (15 810 m); in a direction north 75° 45' west, a distance of fourteen thousand seven hundred and fifty metres (14 750 m); in a direction north 0° 15' east, a distance of forty-one thousand nine hundred and ninety metres (41 990 m); in a direction north 89° 00' east, a distance of six thousand two hundred and ninety metres (6 290 m); in a direction north 31° 10' east, a distance of approximately two thousand five hundred and ninety metres (2 590 m) until it meets the high watermark of the south shore of a small river having its mouth at the parallel of latitude 60° 15' 10" north; in an easterly direction, the said high watermark of the south shore of the same river up to its mouth; in an easterly direction until it meets the high watermark of the north shore of another river into which the small river above mentioned is flowing; in a direction north 15° 15' east, a distance of seven thousand two hundred and twenty metres (7 220 m); in a direction south 89° 10' east, a distance of twenty-five thousand one hundred metres (25 100 m); in a direction south 7° 00' east, a distance of one thousand four hundred metres (1 400 m); in a direction south 88° 40' east, a distance of eight thousand and ninety metres (8 090 m); in a direction north 0° 35' west, a distance of four thousand three hundred and seventy metres (4 370 m); in a direction north 89° 30' east, a distance of eight thousand three hundred and fifty metres (8 350 m); in a direction south 0° 35' east, a distance of five thousand seven hundred and sixty metres (5 760 m); in a direction south 29° 30' east, a distance of six thousand and eighty metres (6 080 m); in a direction south 88° 30' east, a distance of eighteen thousand and sixty metres (18 060 m); in a direction north 44° 30' east, a distance of six thousand seven hundred and ninety metres (6 790 m); in a direction north 26° 20' west, a distance of approximately six thousand and fifty metres (6 050 m) until it meets the high watermark of the south shore of Lake Roberts; in an easterly direction the said high watermark of the south shore of Lake Roberts until the meridian 70° 12' 30" west; in a direction south 0° 35' east, a distance of two thousand

and ten metres (2 010 m); in a direction south 88° 25' east, a distance of twenty-one thousand six hundred and eighty metres (21 680 m); in a direction south 22° 10' east, a distance of four thousand six hundred and fifty metres (4 650 m); in a direction south 55° 40' east, a distance of four thousand seven hundred and twenty metres (4 720 m); in a direction south 19° 30' east, a distance of four thousand and ten metres (4 010 m); in a direction south 6° 05' west, a distance of seven thousand four hundred and fifty metres (7 450 m); in a direction south 23° 40' west, a distance of nine thousand four hundred and fifty metres (9 450 m); in a direction south 20° 30' east, a distance of approximately two thousand three hundred and forty metres (2 340 m) until it meets the high watermark of the north shore of Kyak Bay; in a northwesterly and southerly direction, the said high watermark of the north and west shore of Kyak Bay up to the point of commencement.”

6.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, mentioned in paragraph 6.2 of Schedule 1 of the present Section, between the high watermark of the maritime coast and of the Arnaud River (Payne) and the boundary of Category I lands, is not included in the calculation establishing the area of those Category II lands at four thousand eight hundred and sixty-four square kilometres and fifty-nine hundredths (4 864,59 km<sup>2</sup>).

## 7.0 QUAQTAQ

### 7.1 Category II lands

#### Part One

A territory situated south of Category I lands and Category I special lands and west of Ungava Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the high watermark of the west shore of Diana Bay with the parallel of latitude 60° 59' 55" north; in a direction south 17° 50' west, a distance of two thousand seven hundred and ten metres (2 710 m); in a direction south 15° 30' east, a distance of seven thousand three hundred and seventy metres (7 370 m); in a direction south 20° 30' west, a distance of four thousand four hundred and fifty metres (4 450 m); in a direction south 31° 20' east, a distance of five thousand five hundred and thirty metres (5 530 m); in a direction south 38° 50' east, a distance of three thousand five hundred and thirty metres (3 530 m); in a direction south 77° 00' east, a distance of ten thousand six hundred metres (10 600 m); in a direction north 41° 15' east, a distance of five thousand seven hundred and sixty metres (5 760 m); in a direction north 87° 00' east, a distance of ten thousand three hundred and thirty metres (10 330 m); in a direction south 19° 15' east, a distance of approximately nine thousand six hundred and ten metres (9 610 m) until it meets the high watermark of Ungava Bay, approximately at the parallel of latitude 60° 44' 55" north; in a southwesterly and southerly direction, the said high watermark of the west shore of Ungava Bay until the parallel of latitude 60° 35' 10" north; in a direction north 81° 40' west, a distance of two thousand and ninety metres (2 090 m); in a direction south 45° 20' west, a distance of three thousand eight hundred and twenty metres (3 820 m); in a direction north 51° 20' west, a distance of six thousand one hundred metres (6 100 m); in a direction south 41° 30' west, a distance of fourteen thousand five hundred and forty metres (14 540 m); in a direction south 2° 30' west, a distance of five thousand eight hundred and fifty metres (5 850 m); in a direction north 82° 30' west, a distance of nine thousand seven hundred metres (9 700 m); in a direction north 44° 30' west, a distance of thirteen thousand eight hundred and forty metres (13 840 m); in a direction north 89° 15' west, a distance of twelve thousand and ten metres (12 010 m); in a due north direction, a distance of forty-one thousand two hundred and fifty metres (41 250 m); in a direction north 64° 10' east, a distance of nine thousand eight hundred and thirty metres (9 830 m); in a direction north 1° 40' west, a distance of five thousand three hundred and eighty metres (5 380 m); in a direction north 76° 00' east, a distance of approximately fourteen

thousand three hundred metres (14 300 m) until it meets the high watermark of the west shore of Diana Bay; in a southerly direction, the said high watermark of the west shore of Diana Bay up to the point of commencement.”

#### Part Two

A territory comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the meridian 71° 37' 40" west with the parallel of latitude 60° 41' 40" north; in a direction north 57° 00' east, a distance of twenty thousand one hundred metres (20 100 m); in a direction south 52° 20' east, a distance of eight thousand two hundred metres (8 200 m); in a direction north 61° 45' east, a distance of twenty-six thousand two hundred metres (26 200 m); in a direction south 15° 50' east, a distance of seventeen thousand five hundred metres (17 500 m); in a direction south 54° 40' west, a distance of eight thousand two hundred and fifty metres (8 250 m); in a direction south 29° 40' east, a distance of eight thousand four hundred and ten metres (8 410 m); in a direction south 45° 30' west, a distance of twenty thousand and ninety metres (20 090 m); in a direction south 52° 25' west, a distance of nineteen thousand four hundred metres (19 400 m); in a direction north 27° 10' west, a distance of approximately forty-one thousand two hundred metres (41 200 m) up to the point of commencement.”

#### Part Three

A territory comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the meridian 71° 54' 30" west with the parallel of latitude 60° 30' 05" north; in a direction north 77° 50' east, a distance of fifteen thousand and ninety metres (15 090 m); in a direction south 17° 00' east, a distance of nine thousand six hundred and thirty metres (9 630 m); in a direction south 22° 50' east, a distance of fifteen thousand and fifty metres (15 050 m); in a direction south 35° 00' west, a distance of one thousand six hundred metres (1 600 m); in a direction south 89° 20' west, a distance of six thousand and forty metres (6 040 m); in a direction south 13° 40' west, a distance of approximately seven thousand two hundred and fifty metres (7 250 m) until it meets the high watermark of the north shore of a river; in a westerly direction, until it meets the high watermark of the south shore of the same river at the mouth of another river, approximately at the parallel of latitude 60° 15' 10" north; in a westerly direction, the high watermark of the south shore of the river last mentioned until the meridian 71° 50' 30" west; in a direction north 37° 45' west, a distance of five thousand five hundred and twenty metres (5 520 m); in a direction north 88° 00' west, a distance of three thousand five hundred and twenty metres (3 520 m); in a direction north 21° 55' west, a distance of four thousand nine hundred and twenty metres (4 920 m); in a due north direction, a distance of seven thousand two hundred metres (7 200 m); in a direction north 45° 50' east, a distance of five thousand four hundred metres (5 400 m); in a direction north 10° 10' east, a distance of approximately seven thousand four hundred and sixty metres (7 460 m) up to the point of commencement.”

7.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, mentioned in paragraph 7.3 of Schedule 1 of the present Section, between the high watermark of the maritime coast and the boundary of Category I lands and of Category I special lands, is not included in the calculation establishing the area of those Category II lands at four thousand one hundred and seventy-five square kilometres and sixty-six hundredths (4 175,66 km<sup>2</sup>).

## 8.0 KANGIQSUJUAQ

### 8.1 Category II lands

### Part One

A territory situated to the west of Hudson Strait and to the south of Fisher Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the high watermark of the north shore of Wakeham Bay with the meridian 72° 14' 10" west; in a direction north 13° 50' west, a distance of two thousand and ten metres (2 010 m); in a direction north 68° 30' east, a distance of two thousand and twenty-seven metres (2 027 m); in a direction north 48° 00' east, a distance of one thousand eight hundred metres (1 800 m); in a direction north 26° 30' east, a distance of three thousand five hundred and eighty metres (3 580 m); in a direction north 41° 35' east, a distance of one thousand four hundred and seventy-eight metres (1 478 m); in a direction north 21° 35' east, a distance of four hundred and twenty-seven metres (427 m); in a due north direction, a distance of one thousand and thirty-six metres (1 036 m); in a direction north 24° 00' west, a distance of six hundred and fifty-five metres (655 m); in a direction north 37° 00' east, a distance of four thousand one hundred and fifteen metres (4 115 m); in a direction north 42° 00' east, a distance of approximately two thousand one hundred and thirty metres (2 130 m) until it meets the high watermark of Hudson Strait approximately at the meridian 72° 03' 40" west; in a northwesterly direction, the said high watermark of Hudson Strait and of Fisher Bay until the meridian 72° 08' 40" west; in a direction north 40° 40' west, a distance of eight hundred and fifty metres (850 m); in a direction north 77° 20' west, a distance of three thousand eight hundred and sixty metres (3 860 m); in a direction south 75° 25' west, a distance of ten thousand five hundred and sixty metres (10 560 m); in a direction south 13° 10' west, a distance of twenty-six thousand nine hundred and eighty metres (26 980 m); in a direction south 79° 15' east, a distance of one thousand six hundred and sixty metres (1 660 m); in a direction north 2° 30' west, a distance of two thousand two hundred and sixty metres (2 260 m); in a due east direction, a distance of approximately twelve thousand two hundred and sixty metres (12 260 m) until it meets the high watermark of the west shore of Wakeham River approximately at the parallel of latitude 61° 33' 55" north; in a northeasterly direction, the said high watermark of the west shore of Wakeham River and of Wakeham Bay up to the point of commencement.”

### Part Two

A territory situated to the west of Whitley Bay and to the south of Category I lands (Part One) and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the high watermark of Joy Bay with the meridian 71° 50' 05" west; in a direction north 58° 00' west, a distance of three thousand nine hundred and sixty metres (3 960 m); in a direction north 69° 50' west, a distance of four thousand three hundred and ninety metres (4 390 m); in a direction north 53° 00' west, a distance of one thousand five hundred and seventy metres (1 570 m); in a direction north 34° 30' west, a distance of three thousand one hundred and nine metres (3 109 m); in a direction north 71° 30' west, a distance of eight thousand eight hundred and ten metres (8 810 m); in a direction north 62° 20' west, a distance of two thousand eight hundred and ninety-five metres (2 895 m); in a due west direction, a distance of one thousand and sixty-seven metres (1 067 m); in a direction south 80° 50' west, a distance of two thousand four hundred and eight metres (2 408 m); in a due west direction, a distance of six hundred and ten metres (610 m); in a direction north 68° 00' west, a distance of three thousand two hundred metres (3 200 m); in a due west direction, a distance of one thousand and six metres (1 006 m); in a direction south 75° 45' west, a distance of three thousand two hundred metres (3 200 m); in a direction south 29° 00' west, a distance of one thousand five hundred and twenty-four metres (1 524 m); in a direction south 61° 15' west, a distance of two thousand two hundred and ten metres (2 210 m); in a direction south 45° 00' west, a distance of two thousand seven hundred metres (2 700 m); in a due west direction, a distance of one thousand and sixty-seven metres (1 067 m);

in a direction north 53° 00' west, a distance of three hundred metres (300 m); in a direction south 2° 20' west, a distance of forty-four thousand seven hundred and sixty metre (44 760 m); in a direction south 29° 00' west, a distance of approximately eight thousand eight hundred metres (8 800 m) until it meets the high watermark of the east shore of a river, approximately at the parallel of latitude 61° 02' 30" north; in a southeasterly and southwesterly direction, the said high watermark of the east shore of the said river until the parallel of latitude 60° 55' north; in a direction south 6° 30' west, a distance of thirty-seven thousand two hundred metres (37 200 m); in a direction south 84° 30' east, a distance of seventeen thousand six hundred metres (17 600 m); in a direction north 4° 10' east, a distance of approximately thirty-six thousand eight hundred metres (36 800 m) until it meets the high watermark of the west shore of a river, approximately at the meridian 72° 23' west; in a northeasterly direction, the said high watermark of the west shore of the river until the parallel of latitude 60° 58' 50" north; in an easterly direction, until it meets the high watermark of the east shore of the said river; in a northeasterly direction, the said high watermark of the east shore of the river until the parallel of latitude 61° 04' 50" north; in a direction north 56° 05' west, a distance of three thousand eight hundred and seventy metres (3 870 m); in a direction north 18° 55' east, a distance of nineteen thousand seven hundred metres (19 700 m); in a direction north 51° 00' east, a distance of five thousand two hundred and ten metres (5 210 m); in a direction south 88° 40' east, a distance of six thousand five hundred and sixty metres (6 560 m); in a direction south 39° 35' east, a distance of twenty-seven thousand three hundred and thirty metres (27 330 m); in a direction north 70° 20' east, a distance of approximately three thousand five hundred and sixty metres (3 560 m) until it meets the high watermark of the east shore of a river approximately at the meridian 71° 31' 10" west; in a northerly direction the said high watermark of the east shore of the river until it meets the high watermark of the south shore of the east arm of Burgoyne Bay; in a northwesterly direction, the said high watermark of Burgoyne Bay, of Whitley Bay and of the south shore of Joy Bay up to the point of commencement.”

### Part Three

A territory situated to the southeast of the “cratère du Nouveau-Québec” and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the high watermark of the north shore of Lake Nantais with the meridian 73° 30' west, approximately at the parallel of latitude 61° 00' north; in a direction north 12° 25' west, a distance of thirteen thousand eight hundred and thirty metres (13 830 m); in a direction north 54° 10' east, a distance of approximately three thousand seven hundred and forty metres (3 740 m) until it meets the high watermark of the southwest shore of a lake having geocentric coordinates 73° 27' west and 61° 13' 30" north; in a northeasterly direction, the said high watermark of the southeast shore of the lake above mentioned until the meridian 73° 24' west; in a northerly direction, until it meets the high watermark of the north shore of the southeast arm of the said lake; in a northerly direction, the said high watermark of the east shore of the said lake until the parallel of latitude 61° 18' 20" north; in a direction south 40° 20' east, a distance of approximately twenty thousand six hundred and ninety metres (20 690 m) until it meets the high watermark of the east shore of a river approximately at the parallel of latitude 61° 10" north; in a southwesterly and southeasterly direction, the said high watermark of the east shore of the river until the parallel of latitude 61° 00' north; in a direction south 67° 30' west, a distance of approximately thirty-one thousand six hundred and ten metres (31 610 m) until it meets the high watermark of the east shore of the outlet having approximate coordinates 73° 36' west and 60° 43' 10" north; in a northwesterly direction, the said high watermark of the east shore of a succession of outlets and lakes and of the south shore of Lake Nantais until the meridian 73° 36' 40" west; in a northerly direction, until it meets the high watermark of the north shore of Lake Nantais; in an easterly and northerly direction, the said high watermark of the north shore of Lake Nantais up to the point of commencement.”

#### Part Four

A territory situated to the south of Hudson Strait and on both sides of southeast arm of Douglas Harbour and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the meridian 72° 35' west with the parallel of latitude 61° 57' north; in a direction south 29° 10' east, a distance of six thousand three hundred and thirty metres (6 330 m); in a direction south 2° 20' west, a distance of twenty thousand five hundred and twenty metres (20 520 m); in a direction south 37° 10' west, a distance of nineteen thousand three hundred and twenty metres (19 320 m); in a direction south 57° 00' west, a distance of twenty-five thousand two hundred and fifty metres (25 250 m); in a direction north 49° 50' west, a distance of approximately three thousand two hundred metres (3 200 m) until it meets the high watermark of the west shore of Povungnituk River; in a northwesterly direction, the said high watermark of the west shore of Povungnituk River until the parallel of latitude 60° 30' north; in a direction north 32° 20' east, a distance of thirteen thousand three hundred metres (13 300 m); in a direction south 89° 50' east, a distance of six thousand eight hundred and eighty metres (6 880 m); in a direction north 30° 50' east, a distance of twelve thousand three hundred and thirty metres (12 330 m); in a direction north 89° 40' west, a distance of six thousand one hundred and forty metres (6 140 m); in a direction north 33° 20' east, a distance of approximately seventeen thousand eight hundred and thirty metres (17 830 m) until it meets the high watermark of the southeast shore of the southwest arm of Douglas Harbour; in a northeasterly, southeasterly and northwesterly direction, the said high watermark of the southeast shore of the southwest arm, the west and east shore of southeast arm, the east shore of Douglas Harbour up to the point of commencement.”

#### Part Five

A territory situated to the south of Hudson Strait and to the west of Douglas Harbour and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the high watermark of Hudson Strait with the meridian 72° 38' 30" west, approximately at the parallel of latitude 62° 03' 10" north; in a direction south 77° 35' west, a distance of two thousand one hundred and forty metres (2 140 m); in a direction south 9° 10' east, a distance of three thousand seven hundred and seventy metres (3 770 m); in a direction south 15° 20' west, a distance of fifteen thousand six hundred and sixty metres (15 660 m); in a direction south 79° 40' west, a distance of ten thousand three hundred and sixty metres (10 360 m); in a direction north 31° 40' west, a distance of twenty-nine thousand three hundred and twenty metres (29 320 m); in a direction north 58° 30' east, a distance of nine thousand eight hundred and eighty metres (9 880 m); in a direction north 83° 30' east, a distance of approximately ten thousand metres (10 000 m) until it meets the high watermark of Hudson Strait; in a southeasterly direction, the said high watermark of the south shore of Hudson Strait up to the point of commencement.”

8.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, mentioned in paragraph 8.2 of Schedule 1 of the present Section, between the high watermark of the maritime coast and of the Wakeham Bay and the boundary of Category I lands, is not included in the calculation establishing the area of those Category II lands at five thousand one hundred and eighty-one square kilometres and eighty-seven hundredths (5 181,87 km<sup>2</sup>).

### 9.0 SALLUIT

#### 9.1 Category II lands

##### Part One

A territory situated on Hudson Strait and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the meridian 76° 46' 40" west with the parallel of latitude 62° 20' 45" north; in a direction north 22° 30' east, a distance of approximately sixteen thousand five hundred and eighty metres (16 580 m) until it meets the high watermark of Hudson Strait; in a southeasterly direction, the said high watermark of Hudson Strait until the meridian 75° 57' 30" west; in a direction south 26° 20' west, a distance of sixteen thousand three hundred and ninety metres (16 390 m); in a direction north 76° 15' west, a distance of approximately thirty-seven thousand six hundred and ninety metres (37 690 m) up to the point of commencement.”

#### Part Two

A territory situated on Hudson Strait, east of Deception Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the high watermark of Hudson Strait with the meridian 74° 14' 40" west; in a direction south 37° 30' east, a distance of three thousand eight hundred and eighty metres (3 880 m); in a direction north 58° 20' east, a distance of seventeen thousand seven hundred and twenty metres (17 720 m); in a direction south 31° 00' east, a distance of four thousand one hundred and fifty metres (4 150 m); in a direction south 31° 15' west, a distance of thirty-two thousand three hundred and thirty metres (32 330 m); in a direction north 87° 10' west, a distance of approximately five thousand one hundred metres (5 100 m) until it meets a line parallel to the north side of Deception Bay-Purtunig Road and distant from the latter towards the north of four hundred and fifty-seven metres and two tenths (457,2 m); in a westerly direction, the said line parallel to the north side of the road until the meridian 74° 32' 20" west; in a northerly direction, until it meets the high watermark of the north shore of Deception River; in a northwesterly and northeasterly direction, the high watermark of Deception River, of Deception Bay and of Hudson Strait up to the point of commencement.”

#### Part Three

A territory situated south of Deception Bay-Purtunig Road and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the meridian 74° 32' 30" west with a line parallel to the south side of Deception Bay-Purtunig Road and distant from the latter towards the south of four hundred and fifty-seven metres and two tenths (457,2 m); in an easterly direction, the said line parallel to the south side of the road until the meridian 74° 12' 30" west; in a direction south 14° 30' east, a distance of thirty-seven thousand four hundred and fifty metres (37 450 m); in a direction south 89° 30' west, a distance of twenty-two thousand five hundred and fifty metres (22 550 m); in a direction north 9° 10' west, a distance of thirty thousand and forty metres (30 040 m); in a direction north 85° 40' east, a distance of three thousand nine hundred and twenty metres (3 920 m); in a direction north 22° 10' west, a distance of approximately eight thousand and ninety metres (8 090 m) up to the point of commencement.”

#### Part Four

A territory situated south of Category I lands and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the meridian 75° 25' west with the parallel of latitude 62° 00' 40" north; in a direction south 17° 15' east, a distance of three thousand seven hundred and twenty-five metres (3 725 m); in a direction south 35° 10' west, a distance of six thousand nine hundred and thirty-five metres (6 935 m); in a direction north 62° 30' west, a distance of five thousand eight hundred and twenty metres (5 820 m); in a direction north 4° 45' east, a distance of nine thousand two hundred and

five metres (9 205 m); in a direction south 87° 00' west, a distance of three thousand nine hundred and fifty metres (3 950 m); in a direction south 0° 20' east, a distance of seven thousand six hundred metres (7 600 m); in a direction south 88° 50' west, a distance of twenty-six thousand nine hundred and eighty metres (26 980 m); in a direction south 0° 20' east, a distance of nine thousand nine hundred and ten metres (9 910 m); in a direction south 88° 30' west, a distance of seventeen thousand six hundred metres (17 600 m); in a direction south 1° 05' east, a distance of twenty-two thousand six hundred and fifty metres (22 650 m); in a direction north 88° 25' east, a distance of thirteen thousand two hundred metres (13 200 m); in a direction south 1° 20' east, a distance of twenty-three thousand two hundred metres (23 200 m); in a direction north 88° 50' east, a distance of eight thousand eight hundred metres (8 800 m); in a direction north 0° 10' west, a distance of three thousand one hundred and ninety metres (3 190 m); in a direction south 79° 50' east, a distance of eighteen thousand three hundred and ninety metres (18 390 m); in a direction south 32° 50' east, a distance of seven thousand four hundred and ten metres (7 410 m); in a direction south 0° 40' west, a distance of eighteen thousand six hundred metres (18 600 m); in a direction north 88° 50' east, a distance of twenty-seven thousand five hundred metres (27 500 m); in a direction north 9° 20' west, a distance of nineteen thousand seven hundred metres (19 700 m); in a direction north 44° 25' east, a distance of eighteen thousand one hundred and sixty metres (18 160 m); in a direction south 89° 35' east, a distance of eight thousand six hundred and sixty metres (8 660 m); in a direction north 2° 30' west, a distance of nine thousand one hundred and eighty metres (9 180 m); in a direction north 9° 55' west, a distance of seven thousand seven hundred and ninety metres (7 790 m); in a direction south 86° 20' east, a distance of eight thousand four hundred and eighty metres (8 480 m); in a direction north 20° 30' west, a distance of twenty-one thousand five hundred and eighty metres (21 580 m); in a direction north 63° 50' west, a distance of approximately thirty-seven thousand nine hundred metres (37 900 m) up to the point of commencement.”

9.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, mentioned in paragraph 9.2 of Schedule 1 of the present Section, between the high watermark of the maritime coast and of the Saglouc Fiord and the boundary of Category I lands, is not included in the calculation establishing the area of those Category II lands at seven thousand and twelve square kilometres and ninety-nine hundredths (7 012,99 km<sup>2</sup>).

9.3 The corridor of four hundred and fifty-seven metres and two tenths (457,2 m) on each side of the road Baie Deception-Purtuniqu is Category III lands. Unless there is an agreement to the contrary with the Inuit Community Corporation of Saglouc, only the Inuit may fish in those parts of Lac François Malherbe and of the Deception river which are situated within the said corridor.

## 10.0 AKULIVIK

### 10.1 Category II lands

#### Part One

A territory situated to the east of Hudson Bay and of Mosquito Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the high watermark of the north shore of Mosquito Bay with the meridian 77° 43' 40" west; in a direction north 22° 50' west, a distance of approximately six thousand four hundred and ninety metres (6 490 m), until it meets the high watermark of the south shore of Chukotat River; in a northeasterly direction, the said high watermark of the river until the meridian 77° 24' 15" west; in a direction north 34° 00' west, a distance of eleven thousand one hundred and fifty metres (11 150 m); in a direction south 58° 30' west, a distance of seventeen thousand nine hundred and eighty metres (17 980 m); in a direction south 16° 40' east, a distance of approximately one thousand and seventy metres (1 070 m), until it meets the high watermark of the north shore of a river having approximate

coordinates 77° 47' 50" west and 60° 55' 30" north; in a southwesterly direction, the said high watermark of the river above mentioned until the meridian 77° 57' 15" west; in a direction north 25° 10' west, a distance of six thousand nine hundred and twenty metres (6 920 m); in a direction north 33° 45' east, a distance of one thousand nine hundred and eighty metres (1 980 m); in a direction north 63° 05' east, a distance of thirty-five thousand one hundred metres (35 100 m); in a direction north 1° 40' west, a distance of eighteen thousand four hundred metres (18 400 m); in a direction north 79° 40' east, a distance of forty-six thousand nine hundred and thirty metres (46 930 m); in a direction south 52° 25' east, a distance of fourteen thousand eight hundred and ten metres (14 810 m); in a direction south 49° 20' west, a distance of sixteen thousand four hundred and seventy metres (16 470 m); in a direction south 89° 10' west, a distance of approximately four thousand nine hundred and seventy metres (4 970 m) until it meets the high watermark of the north shore of Korak River, approximately at the meridian 76° 40' 30" west; in southwesterly direction, the said high watermark of the north shore of Korak River until the meridian 76° 52' west; in a direction south 1° 10' east, a distance of twenty-eight thousand two hundred metres (28 200 m); in a direction south 54° 30' east, a distance of five thousand metres (5 000 m); in a direction south 2° 05' east, a distance of thirty-four thousand metres (34 000 m); in a direction south 87° 50' west, a distance of six thousand four hundred and eighty metres (6 480 m); in a direction south 86° 05' west, a distance of twenty-three thousand one hundred and thirty metres (23 130 m); in a direction north 81° 50' west, a distance of six thousand two hundred metres (6 200 m); in a direction north 9° 00' west, a distance of six thousand four hundred metres (6 400 m); in a direction north 79° 00' west, a distance of thirteen thousand six hundred metres (13 600 m); in a direction north 33° 30' west, a distance of approximately eleven thousand metres (11 000 m) until it meets the high watermark of the south shore of Korak Bay, approximately at the meridian 77° 47' 30" west; in a northeasterly and southwesterly direction, the said high watermark of the northeast and southwest shore of Korak Bay and of Mosquito Bay up to the point of commencement."

#### Part Two

A territory situated to the east of Hudson Bay and of Kettlestone Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the high watermark of the east shore of Hudson Bay with the parallel of latitude 61° 16' 50" north; in a direction south 36° 50' east, a distance of fifteen thousand eight hundred and forty metres (15 840 m); in a direction south 24° 55' west, a distance of thirteen thousand three hundred and fifty metres (13 350 m); in a direction north 41° 40' west, a distance of approximately ten thousand six hundred metres (10 600 m) until it meets the high watermark of the east shore of Hudson Bay; in a northeasterly direction, the said high watermark of the east shore of Hudson Bay and of Kettlestone Bay up to the point of commencement."

#### Part Three

A territory situated to the east of Hudson Bay and of Kovic Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the high watermark of the east shore of Hudson Bay with the meridian 77° 46' 10" west, approximately at the parallel of latitude 61° 41' 15" north; in a direction north 87° 35' east, a distance of thirty-three thousand seven hundred metres (33 700 m); in a direction south 2° 45' east, a distance of ten thousand two hundred metres (10 200 m); in a direction south 87° 15' west, a distance of eleven thousand metres (11 000 m); in a direction south 1° 05' east, a distance of twelve thousand six hundred metres (12 600 m); in a direction north 88° 30' east, a distance of fourteen thousand metres (14 000 m); in a direction south 13° 50' east, a distance of ten thousand eight hundred metres (10 800 m); in a direction south 71° 15' west, a distance of twenty-eight thousand four hundred metres

(28 400 m); in a direction north 51° 15' west, a distance of approximately twelve thousand one hundred and ten metres (12 110 m) until it meets the high watermark of a little bay having geocentric coordinates 77° 42' 50" west and 61° 26' 15" north; in a northerly, easterly, southeasterly, northwesterly and northeasterly direction, the said high watermark of the east shore of the Bay above mentioned, of Hudson Bay, of Kovik Bay and of the south shore of Kovik River until the meridian 77° 33' west; in a northwesterly direction, until it meets the high watermark of the north shore of Kovik River; in a southwesterly direction, the said high watermark of the north shore of Kovik River, of the north shore of Kovik Bay and east shore of Hudson Bay up to the point of commencement.”

10.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, mentioned in paragraph 10.2 of Schedule 1 of the present Section, between the high watermark of the maritime coast and of the north shore of Mosquito Bay and the boundary of Category I lands, is not included in the calculation establishing the area of those Category II lands at five thousand one hundred and ninety square kilometres and ninety-three hundredths (5 190,93 km<sup>2</sup>).

## 11.0 INUKJUAK

### 11.1 Category II lands

#### Part One

A territory situated to the east of Hudson Bay and of Hopewell Sound and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the high watermark of the west shore of Gladel River with the parallel of latitude 58° 15' 45" north; in a direction north 12° 00' west, a distance of nine hundred and seventy-five metres (975 m); in a direction north 73° 00' west, a distance of eleven thousand and sixty-five metres (11 065 m); in a direction north 61° 20' west, a distance of nine thousand four hundred and fifty metres (9 450 m); in a direction north 34° 10' west, a distance of five thousand four hundred and forty metres (5 440 m); in a direction north 17° 40' west, a distance of seven thousand two hundred and forty metres (7 240 m); in a direction north 29° 30' west, a distance of nine thousand four hundred and fifty metres (9 450 m); in a direction north 54° 35' west, a distance of twelve thousand nine hundred and ten metres (12 910 m); in a direction north 46° 30' west, a distance of eight thousand six hundred and eighty-five metres (8 685 m); in a direction north 88° 45' west, a distance of eleven thousand nine hundred and thirty-five metres (11 935 m); in a direction south 20° 30' west, a distance of approximately three hundred and fifty metres (350 m) until it meets the high watermark of the east shore of Portage Bay; in a northerly and northeasterly direction, the said high watermark of Portage Bay and of Hudson Bay until the parallel of latitude 59° 04' 20" north, going around the peninsula situated to the southwest of Mistake Bay; in a direction south 31° 30' east, a distance of three thousand eight hundred metres (3 800 m); in a direction north 32° 50' east, a distance of fourteen thousand six hundred metres (14 600 m); in a direction north 45° 10' east, a distance of thirteen thousand two hundred metres (13 200 m); in a direction south 81° 10' east, a distance of fifteen thousand eight hundred metres (15 800 m); in a direction south 18° 55' east, a distance of sixty-two thousand seven hundred metres (62 700 m); in a direction south 60° 45' east, a distance of twenty-six thousand three hundred metres (26 300 m); in a direction south 28° 05' west, a distance of twenty-two thousand three hundred and eighty metres (22 380 m); in a direction south 2° 35' east, a distance of twenty-seven thousand nine hundred metres (27 900 m); in a direction south 36° 35' east, a distance of approximately sixteen thousand five hundred metres (16 500 m) until it meets the high watermark of the north shore of a succession of lakes and outlets, approximately at the meridian 76° 51' 20" west; in a southwesterly direction, the said high watermark of the north shore of the said lakes until it meets the high watermark of the north shore of Kikkerteluc River; in a northwesterly direction, the said high watermark of the north shore of Kikkerteluc River until the parallel of latitude 57° 59' 30"

north; in a westerly direction, until it meets the high watermark of the south shore of Kikkerteluc River; in a direction south 88° 10' west, a distance of four thousand eight hundred metres (4 800 m); in a direction north 65° 00' west, a distance of approximately four thousand one hundred metres (4 100 m), until it meets the high watermark of the south shore of Kikkerteluc River approximately at the meridian 77° 11' west; in an easterly direction, the said high watermark of the south shore of Kikkerteluc River until the meridian 77° 09' west; in a northerly direction, until it meets the high watermark of the north shore of Kikkerteluc River; in a northwesterly direction, the said high watermark of the north shore of Kikkerteluc River, of the east shore of Hudson Bay and of Hopewell Sound, of the south shore of Gladel River until the meridian 77° 29' 30" west; in a northwesterly direction, until it meets the high watermark of the north shore of Gladel River; in a southwesterly direction, the said high watermark of the north shore of Gladel River up to the point of commencement.”

#### Part Two

A territory comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the meridian 76° 14' 30" west with the parallel of latitude 58° 49' 35" north; in a direction south 64° 00' east, a distance of thirty-five thousand two hundred and ten metres (35 210 m); in a direction south 29° 00' west, a distance of fifty-two thousand five hundred metres (52 500 m); in a direction north 53° 40' west, a distance of twenty-four thousand two hundred metres (24 200 m); in a direction north 16° 20' east, a distance of approximately forty-eight thousand eight hundred metres (48 800 m) up to the point of commencement.”

#### Part Three

A territory situated to the east of Hopewell Sound, including the west part of Bates Peninsula, this territory being delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the high watermark of the south shore of Portage Bay with the meridian 78° 30' 30" west; in a northwesterly, southerly and southeasterly direction, the said high watermark of the south shore of Portage Bay and east shore of Hudson Bay, going round the west part of Bates Peninsula until the meridian 78° 30' 50" west; in a direction north 20° 30' east, a distance of approximately two thousand metres (2 000 m) up to the point of commencement.”

11.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, mentioned in paragraph 11.2 of Schedule 1 of the present Section, between the high watermark of the Witch Bay and of the Hopewell Sound and the boundary of Category I lands, is not included in the calculation establishing the area of those Category II lands at seven thousand eight hundred and eighty-three square kilometres and twenty-two hundredths (7 883,22 km<sup>2</sup>).

### 12.0 LAC GUILLAUME-DELISLE

#### 12.1 Category II lands

A territory situated partially on Nastapoka Sound, containing Lake Guillaume-Delisle and Lake Minto and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

Commencing at the point of intersection of the meridian 76° 34' west with the parallel of latitude 56° 03' 20" north; in a direction north 24° 30' east, a distance of five thousand seven hundred and ninety metres (5 790 m); in a direction north 2° 30' west, a distance of approximately three thousand five hundred and five metres (3 505 m) until it meets the high watermark of the south shore of Lake Guillaume-Delisle (Richmond Gulf); in a westerly direction, the said high watermark of the south shore of Lake Guillaume-

Delisle (Le Goulet) until the meridian 76° 35' 40" west; in a northerly direction, until it meets the high watermark of the north shore of Lake Guillaume-Delisle (Le Goulet); in an easterly, westerly, northerly and southerly direction, the high watermark of the west and northeast shore of Lake Guillaume-Delisle until the meridian 76° 18' 15" west, approximately at the parallel of latitude 56° 27' north; in a due north direction, a distance of ten thousand two hundred and ten metres (10 210 m); in a direction north 56° 00' west, a distance of six thousand one hundred metres (6 100 m); in a due north direction, a distance of seven thousand four hundred and twenty metres (7 420 m); in a due west direction, a distance of approximately nine thousand and fifty metres (9 050 m) until it meets the high watermark of the east shore of Nastapoka Sound; in a northerly direction, the said high watermark of the east shore of Nastapoka Sound until the parallel of latitude 56° 58' 05" north; in a due east direction, a distance of five thousand three hundred and forty metres (5 340 m); in a direction north 0° 40' west, a distance of twenty-two thousand two hundred metres (22 200 m); in a direction north 81° 45' east, a distance of thirty-one thousand metres (31 000 m); in a direction north 70° 00' east, a distance of seventy-three thousand metres (73 000 m); in a direction north 63° 40' east, a distance of twenty-one thousand one hundred metres (21 100 m); in a direction south 22° 25' east, a distance of seventeen thousand two hundred and sixty metres (17 260 m); in a direction south 69° 00' west, a distance of seven thousand seven hundred metres (7 700 m); in a direction south 30° 30' east, a distance of thirteen thousand eight hundred metres (13 800 m); in a direction south 1° 20' east, a distance of thirteen thousand seven hundred metres (13 700 m); in a direction south 88° 45' west, a distance of eight thousand three hundred and forty metres (8 340 m); in a direction south 76° 00' west, a distance of nine thousand seven hundred metres (9 700 m); in a direction south 70° 30' west, a distance of fifty-seven thousand five hundred and sixty metres (57 560 m); in a direction south 71° 05' west, a distance of twenty-two thousand two hundred metres (22 200 m); in a direction south 19° 05' west, a distance of thirty thousand nine hundred and ninety metres (30 990 m); in a direction south 15° 50' east, a distance of thirty-nine thousand one hundred and seventy metres (39 170 m); in a direction south 48° 40' west, a distance of approximately six thousand eight hundred metres (6 800 m) until it meets the high watermark of the east shore of Lake Guillaume-Delisle; in a southeasterly direction, the said high watermark of the east shore of Lake Guillaume-Delisle until the meridian 75° 59' west; in a direction north 72° 10' east, a distance of three thousand seven hundred and twenty metres (3 720 m); in a direction south 16° 20' east, a distance of eleven thousand metres (11 000 m); in a direction south 27° 00' west, a distance of twelve thousand two hundred and fifty metres (12 250 m); in a direction south 75° 30' west, a distance of eleven thousand seven hundred and thirty metres (11 730 m); in a direction north 77° 05' west, a distance of twenty-five thousand and seventy metres (25 070 m); in a direction north 26° 30' west, a distance of approximately two thousand seven hundred and ten metres (2 710 m) up to the point of commencement."

12.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, mentioned in paragraph 12.2 of Schedule 1 of the present Section, between the high watermark of the maritime coast and of the entrance of Lake Guillaume-Delisle and the boundary of Category I lands, is not included in the calculation establishing the area of those Category II lands at seven thousand five hundred and ninety-eight square kilometres and thirty-three hundredths (7 598,33 km<sup>2</sup>).

12.3 If Québec appropriates Category II lands for hydroelectric development purposes in the area of Minto Lake, such Category II lands shall be replaced in accordance with the provisions of the Inuit land regime applicable to Category II lands, except that Québec may propose replacement lands which do not have similar characteristics to the lands appropriated.

### 13.0 IVUJIVIK

An area of four thousand five hundred and seventy-six square kilometres and three tenths (4 576,3 km<sup>2</sup>) is reserved as Category II lands.

### 14.0 POVUNGNITUK

An area of eight thousand four hundred and ninety-two square kilometres and four tenths (8 492,4 km<sup>2</sup>) is reserved as Category II lands.

#### 15.0 POSTE-DE-LA-BALEINE

An area of one hundred and sixty-five square kilometres and seventy-six hundredths (165,76 km<sup>2</sup>) is added to the total area of Category II lands indicated on the map identification number 12 (B) of Schedule 1 of Section 6. The exact allocation of those Category II lands for the Inuit of Great Whale River is four hundred and sixty-six square kilometres and two tenths (466,2 km<sup>2</sup>).

#### *[Amendment integrated]*

**23** Section 6 of the Agreement is amended by adding at the end of the said Section the following map identification and the accompanying note, forming Schedule 6 of the present Section.

#### Annexe 6

See plan no.19 Cratère du Nouveau-Québec (Parc national des Pingualuit) (Complementary Documents)

#### *[Amendment integrated]*

**24** Any reference in the Agreement to maps in Schedule 1 of Section 6 is a reference to the descriptions as indicated in Schedule 1 as amended by these presents.

Any reference in the Agreement to map identifications in Schedule 3 of Section 6 is a reference to these map identifications as amended by these presents.

Signée à Montréal, le 19 août 1980

Signed at Montréal, August 19, 1980

For Makivik Corporation

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Pour le Gouvernement du Québec

\_\_\_\_\_

Ministre de l'Énergie et des Ressources

## **Complementary Agreement no. 7**

(CBJNQ)

BETWEEN

The CREE REGIONAL AUTHORITY, a public corporation duly constituted under Chapter 89 of the Statutes of Québec 1978, herein acting and represented by Ted Moses, its chairman, duly authorized to execute this Agreement;

and

La SOCIÉTÉ D'ÉNERGIE DE LA BAIE JAMES, a corporation duly incorporated with its head office in Montréal, Québec, herein acting and represented by its authorized representative;

and

HYDRO-QUÉBEC, a corporation duly incorporated with its head office in Montréal, Québec, herein acting and represented by its authorized representative.

WHEREAS Hydro-Québec wishes to undertake the LG 1 (1986) Project, the LG 2A Project, the Brisay Project and the RND Project as described herein;

WHEREAS the James Bay Crees, acting through the Cree Regional Authority, consider that their consent is required to undertake those Projects;

WHEREAS Hydro-Québec considers that the consent of the James Bay Crees is required to undertake the LG 1 (1986) Project, but is not required to undertake the LG 2A Project, the Brisay Project and the RND Project as described herein;

WHEREAS the parties hereto agree on the question of consent for the LG 1 (1986) Project including the requirement of the consent of the Chisasibi Band Council, which has intervened herein;

WHEREAS the parties hereto do not agree on the question of consent for the LG 2A Project, the Brisay Project and the RND Project;

WHEREAS, for practical reasons and for the purpose of any future references to Le Complexe La Grande (1975), the parties hereto have agreed to amend certain provisions of Section 8 of the James Bay and Northern Québec Agreement;

WHEREAS it is also appropriate to amend the provisions of subsection 8.9 of the James Bay and Northern Québec Agreement respecting SOTRAC;

WHEREAS the parties hereto are entitled to amend the said provisions of Section 8 of the said James Bay and Northern Québec Agreement in virtue of subsection 8.19 thereof.

NOW, therefore, the parties hereto hereby agree as follows:

**1**

Le Complexe La Grande (1975) as described in the James Bay and Northern Québec Agreement shall include the following Projects:

1.1 The LG 1 (1986) Project

The LG 1 (1986) Project shall consist of the LG 1, Revision 1 Project as described in Complementary Agreement No 4 to the James Bay and Northern Québec Agreement with the following changes (plates 1 and 2) in the number of units, the total installed capacity and the maximum discharge through the units:

## List of plates for the LG 1 (1986) Project

	LG 1, R1	LG 1 (1986)
Number of generating units	10	12
Total installed capacity in MW	1 140	1 368
Maximum discharge through units		
– in cubic feet per second	152 000	210 130
– in cubic meters per second	4 304	5 950

Plate 1 : Agencement général des ouvrages

Plate 2 : Coupe transversale dans l'axe d'un groupe de la centrale

*See plan no.20 (Complementary Documents)*

### **AGENCEMENT GÉNÉRAL DES OUVRAGES**

*See plan no.21 (Complementary Documents)*

### **COUPE TRANSVERSALE DANS L'AXE D'UN GROUPE DE LA CENTRALE**

#### **1.2 The LG 2A Project**

The LG 2A Project comprises additional generating facilities at the La Grande 2 Reservoir, consisting of a new 6-unit powerhouse and appurtenant works.

The new LG 2A powerplant is located about one kilometer west of the existing LG 2 powerplant (plate 3) and consists of water intake works, an underground powerhouse, discharge works, an underground transformer substation, a surface switching station and a 315 kV transmission line (plate 4). The existing La Grande 2 Reservoir and spillway also serve for the operation of the LG 2A powerplant.

The water intake works comprise an approach channel formed by two dykes, an intake structure and six penstocks.

The approach channel is approximately 600 meters long and 145 meters wide. The dykes are of rockfill with a glacial till core. The crest lengths are respectively 550 and 535 meters and the total volume of fill is about 325 000 cubic meters.

The intake structure for the six penstocks is located downstream of the existing D-6A dyke of the La Grande 2 Reservoir. This dyke acts as an upstream cofferdam during construction of the intake structure. Each of the six openings in the intake structure is equipped with a set of trashracks and a vertical lift wheel gate.

Six parallel penstocks, each approximately 200 meters long, excavated in the rock, connect the intake to the turbines. The sloping sections of the penstocks are concrete-lined while the horizontal sections are steel-lined.

LG 2A is an underground powerplant, excavated in rock and similar in design to the existing LG 2 powerplant. The machine hall is approximately 221 meters long, 23 meters wide and 50 meters high with six turbine-generator units of 333 MW each. The installed capacity is 1998 MW and the design maximum discharge is 1620 cubic meters per second. The net maximum head is 137 meters.

The discharge works comprise six draft tubes connected to a surge chamber and two tailrace tunnels approximately 1330 meters long, 15 meters wide and 20 meters high.

The transformer substation has six 13.8-315 kV transformers and is located in an underground chamber excavated in the rock immediately upstream of the main machine hall. Two shafts for the isolated phase bus ducts connect the transformer substation to the surface switching station.

The LG 2A powerhouse is connected to the Radisson Substation through a double-circuit 315 kV transmission line. This transmission line is approximately 16 kilometers long.

The four existing 735 kV transmission lines, leaving the LG 2 powerplant, are relocated north of the present alignment.

List of the plates for the LG 2A Project

Plate 3 : Agencement général des ouvrages

Plate 4 : Coupe longitudinale des aménagements

*See plan no.22 (Complementary Documents)*

## **AGENCEMENT GÉNÉRAL DES OUVRAGES**

*See plan no.23 (Complementary Documents)*

## **COUPE LONGITUDINALE DES AMÉNAGEMENTS**

### **1.3 The Brisay Project**

The Brisay Project consists of a powerplant with 460 MW installed capacity and a 315 kV transmission line to the Tilly Substation at LG 4 via the site of the future “Nikamo” collecting substation.

The powerplant is located adjacent to the existing Brisay Control Works which include the intake structure for the powerplant on the common approach canal from the Caniapiscou Reservoir (plate 5). The intake structure has two gates and is connected to the two head race tunnels of which the upstream 100 meters also were constructed concurrently with the Brisay Control Works (plate 6).

The two head race tunnels are approximately 500 meters long, excavated in rock, and are connected through penstocks of approximately 90 meters long to the spiral cases of the turbine generator units.

The powerplant will receive its water from the Caniapiscou Reservoir where the maximum and minimum operating levels will remain at elevations 535.5 and 522.6 meters (1760 and 1717 feet) respectively as described in Section 8 of the James Bay and Northern Québec Agreement.

The powerplant is located above ground. At the generator floor level the powerhouse is approximately 105 meters long and 38 meters wide. It contains two generating units of 230 MW each driven by a Kaplan turbine with steel spiral casings (plate 6). The total installed capacity is 460 MW and the design maximum discharge through the powerplant will be approximately 1133 cubic meters per second. The nominal head is 38.4 meters (plate 7).

The discharge works consist of two draft tubes and a tail race connected to the discharge canal of the Brisay Control Works.

The transformer/switching station is located partly on the roof of the powerhouse and partly on the adjacent rock.

A double circuit 315 kV transmission line connects the Brisay powerplant to the Tilly Substation via the site of the future “Nikamo” collecting substation (plate 8).

The generating units for the Brisay powerplant may, at Hydro-Québec’s option, be changed to three or four units of a total installed capacity of 460 MW within generally the same structural configuration, in

lieu of the two 230 MW units described above. Such change shall not require an amendment to this Agreement, but the Cree Regional Authority shall be notified in writing of such change.

List of the plates for the Brisay Project

Plate 5 : Complexe hydroélectrique de La Grande Rivière – Plan de situation

Plate 6 : Agencement général

Plate 7 : Coupe transversale dans l'axe d'un groupe

Plate 8 : Ligne de transport d'électricité à 315 kV, Brisay-Poste Tilly : Corridor et alignement préférentiels

*See plan no.24 (Complementary Documents)*

## **COMPLEXE HYDROÉLECTRIQUE DE LA GRANDE RIVIÈRE – PLAN DE SITUATION**

*See plan no.25 (Complementary Documents)*

## **AGENCEMENT GÉNÉRAL**

*See plan no.26 (Complementary Documents)*

## **COUPE TRANSVERSALE DANS L'AXE D'UN GROUPE**

*See plan no.27 (Complementary Documents)*

## **LIGNE DE TRANSPORT D'ÉLECTRICITÉ À 315 kV, BRISAY-POSTE TILLY : CORRIDOR ET ALIGNEMENT PRÉFÉRENTIELS (\*)**

### **1.4 The RND Project**

The 450 kV DC transmission line between Radisson Substation and the 49th parallel will be approximately 600 km long, on steel towers anchored by guy wires spaced approximately 500 meters.

A few rigid-type towers will be used (2%) as well as some guy-supported angular towers (6%), which will occupy surface areas of approximately 60 meters x 70 meters. The standard guyed towers will each occupy surface areas of approximately 24 meters x 30 meters. Two main conductors (four-wire bundles), supported by “V” type insulators, will have a minimum ground clearance of 13.2 meters.

The right-of-way will be 60 meters wide and in general will be cleared only 52 meters.

#### **1.4.1 Radisson Substation**

The substation site is the same as that of the Radisson Substation referred to in the James Bay and Northern Québec Agreement.

The Radisson Substation will, in addition to the features described in the James Bay and Northern Québec Agreement, consist of three 735-315 kV power transformers, six 735 kV transmission line startup facilities, four 315 kV transmission line startup facilities, a power converter of approximately 2000 MW and the 450 kV DC transmission line startup facility.

Total additional space required is approximately 394 000 square meters, of which 130 000 square meters will be used for the converter facility. The 735 kV section will be used mainly as a switching facility for the three LG 2 to Nemiscau transmission lines. The 315 kV section will be used for transforming and integrating into Hydro-Québec's James Bay grid the power generated by the LG 2A and LG 1 (1986) powerhouses.

#### **1.4.2 Looping of the three LG 2 – Nemiscau 735 kV transmission lines**

The switching system for feeding the 2 000 MW power converter requires the looping of the three LG 2 – Nemiscau lines between the LG 2 Switching Station and the Radisson Substation.

The loops for the first and second lines require seven new towers on a 2.5 km long new right-of-way and the loop for the third line requires thirteen new towers on a 2.5 km long new right-of-way.

Technical specifications of these loops are identical to those of the three LG 2 – Nemiscau lines.

#### 1.4.3 Grounding electrode

A grounding electrode is required to maintain the neutral terminal of the converter at ground potential.

The electrode will consist of a steel conductor placed on a coke bed at a depth of 3.5 meters in ground saturated with water and with minimal electrical resistance.

The actual site for the grounding electrode is still under study. The Cree Regional Authority shall be notified in writing of the actual site of the grounding electrode and the alignment of the transmission line described in 1.4.4 when these are determined.

#### 1.4.4 Transmission line from Radisson Substation to the grounding electrode

The grounding electrode and the Radisson Substation will be linked by a 2-conductor transmission line on wood pole structures spaced an average of 100 meters occupying approximately 8 meters x 8 meters of land including guy wires.

*See plan no.28 (Complementary Documents)*

### **AGENCEMENT GÉNÉRAL – POSTE RADISSON ET LIGNES – TERRITOIRE CBJNQ**

*[Amendment integrated]*

2

The inclusion of the LG 1 (1986), LG 2A, Brisay and RND Projects in the description of Le Complexe La Grande (1975) shall not apply to paragraphs 8.9.1 to 8.9.4 and to subsections 8.10 and 8.17 of the James Bay and Northern Québec Agreement.

*[Amendment integrated]*

3 The present amendment is without prejudice to, nor a renunciation of, the rights or obligations which any of the parties hereto had, or may have had, under the James Bay and Northern Québec Agreement prior to this amendment. Furthermore, the present amendment shall not constitute nor be deemed to constitute an admission by any of the parties hereto that any consent to undertake the Projects described herein was required or was not required under the James Bay and Northern Québec Agreement, except for the LG 1 (1986) Project in respect to which the consent of the James Bay Crees acting through the Cree Regional Authority has been given to and accepted by Hydro-Québec.

4 Subsection 8.9 of the James Bay and Northern Québec Agreement is amended by adding thereto the following paragraph as paragraph 8.9.5:

8.9.5 Upon the incorporation of James Bay Eeyou Corporation by legislation of l'Assemblée nationale du Québec or within one year of the execution of Complementary Agreement No 7, whichever is the earlier, all the rights, assets, powers, obligations and liabilities of SOTRAC shall vest in the James Bay Eeyou Corporation.

*[Amendment integrated]*

5

The James Bay Eeyou Corporation shall be incorporated in order to become the successor to SOTRAC as of the date mentioned in said paragraph 8.9.5, in order to study, plan, design and carry out mitigating measures and control and administer the Mitigating Works (SOTRAC 1986) Fund, consisting of the balance of funds remaining to the credit of SOTRAC at the time mentioned in said paragraph 8.9.5 as well as an additional amount of FIFTEEN MILLION DOLLARS (\$15,000,000) payable over a period of twenty (20) years, the Cree Community Fund in the amount of FIFTY MILLION DOLLARS (\$50,000,000), payable through FIFTEEN MILLION DOLLARS (\$15,000,000) in cash and THIRTY-FIVE MILLION DOLLARS (\$35,000,000) payable over a period of ten (10) years and the Cree Economic Assistance Fund in the amount of FORTY-FIVE MILLION DOLLARS (\$45,000,000) payable over a period of twenty (20) years.

*[Amendment integrated]*

6

The James Bay Eeyou Corporation shall also assume the functions of SOTRAC under the James Bay and Northern Québec Agreement and provide for a continuing forum to deal more efficiently with issues involving the James Bay Crees and Hydro-Québec and perform other functions which may be conferred upon it by the parties hereto.

*[Amendment integrated]*

7

James Bay Eeyou Corporation shall be established as a non-profit corporation without share capital and without pecuniary gain to its members under the name, in English, James Bay Eeyou Corporation, in French, la Société Eeyou de la Baie James, and in Cree, Eeyou Companeé.

*[Amendment integrated]*

8

Upon the execution of this Agreement, the Cree Regional Authority may, at its option, cause to be incorporated the James Bay Eeyou Corporation under the Québec Companies Act prior to its statutory incorporation by l'Assemblée nationale du Québec, if l'Assemblée nationale du Québec deems such statutory incorporation appropriate.

*[Amendment integrated]*

9

Until such statutory incorporation, the James Bay Eeyou Corporation, as incorporated under the Québec Companies Act, shall be and continue to be the James Bay Eeyou Corporation contemplated by this Agreement.

*[Amendment integrated]*

10

Moreover, as a provisional measure, until the incorporation of the James Eeyou Corporation under the Québec Companies Act, the Grand Council of the Crees (of Québec) shall act in the place and stead of the James Bay Eeyou Corporation.

*[Amendment integrated]*

**11**

The members of the James Bay Eeyou Corporation shall be the Cree Regional Authority and Hydro-Québec.

*[Amendment integrated]*

**12**

The affairs of the James Bay Eeyou Corporation shall be managed by a Board of Directors constituted as follows:

12.1 The members of the Council of the Cree Regional Authority shall, by virtue of their office, be members on the Board of Directors of the James Bay Eeyou Corporation and until representatives of the Oujé-Bougoumou Crees are members of the Council of the Cree Regional Authority, the Oujé-Bougoumou Crees shall appoint two (2) members of the Board of Directors.

12.2 Hydro-Québec shall appoint four (4) members of the Board of Directors, who shall hold office for such terms as Hydro-Québec may designate, and shall pay for their expenses.

12.3 With the consent of the Cree Regional Authority, le Gouvernement du Québec may appoint a maximum of three (3) additional members and the Government of Canada one (1) additional member to the Board of Directors.

*[Amendment integrated]*

**13**

The James Bay Eeyou Corporation shall have the following objects:

13.1 To carry out the functions vested in it by this Agreement for the social and civic improvement of the Cree communities.

13.2 To promote the general welfare of the James Bay Crees, to improve the conditions in the Cree communities and to provide training, employment and economic opportunities for the James Bay Crees.

13.3 To carry out mitigating measures respecting the “Le Complexe La Grande (1975)”.

13.4 To assume all of the rights, assets, interests, obligations and liabilities of SOTRAC in accordance with said paragraph 8.9.5.

13.5 To assist the Cree Bands in preserving the traditional way of life of the James Bay Crees based on hunting, fishing and trapping and to assist in promoting the culture, values and traditions of the James Bay Crees.

13.6 To provide for the framework for an improved relationship between the Crees and Hydro-Québec.

13.7 Subject to amendments to the James Bay and Northern Québec Agreement and the legislation pertaining to SODAB, to own the majority of shares in the James Bay Native Development Corporation and to own the latter as a subsidiary of James Bay Eeyou Corporation.

*[Amendment integrated]*

**14**

The powers and duties of the James Bay Eeyou Corporation shall include:

14.1 The control, administration, management and disposition of the Mitigating Works (SOTRAC 1986) Fund, the Cree Community Fund and the Cree Economic Assistance Fund mentioned above.

14.2 To study, plan, design, carry out and administer mitigating measures and to cooperate with Hydro-Québec in respect to the carrying out of mitigating undertakings of Hydro-Québec in respect to Le Complexe La Grande (1975).

14.3 To cooperate with Hydro-Québec in respect to employment, training and contract undertakings of Hydro-Québec.

14.4 To carry out such other functions, powers and duties as may be conferred upon it by the parties to Complementary Agreement No 7.

*[Amendment integrated]*

15

The head office of the James Bay Eeyou Corporation shall be situated on Cree Category IA lands in the Cree Community of Chisasibi.

*[Amendment integrated]*

**16** In this Agreement, the expression “James Bay and Northern Québec Agreement” means the agreement approved, given effect to and declared valid by Chapter 32 of the Statutes of Canada, 1976-77 and Lois du Québec 1976, Chapter 46, as amended by complementary agreements No 1 to 6.

**17** As a consequence of the foregoing, Section 8 of the James Bay and Northern Québec Agreement is amended by adding as subparagraphs 8.1.4.1 and 8.1.4.2 thereof sections 1 and 2 hereof respectively and by adding respectively as paragraphs 8.9.6 to 8.9.16 thereof sections 5 to 15 hereof.

For the purpose of said amendments, a reference to this Agreement in sections 5 to 15 hereof shall be a reference to Complementary Agreement No 7.

*[Amendment integrated]*

**18** Complementary Agreement No 7 shall come into force on the date of execution hereof.

AND TO THESE PRESENTS INTERVENED

The Chisasibi Band and Band Council, herein acting and represented by their duly authorized representative, which declare that they have taken cognizance of the foregoing and expressly consent to the provisions hereof to the extent of their interests.

**SIGNATORIES (CBJNQ 7)**

Signée à Chisasibi (Québec), le 6 novembre 1986

Signed at Chisasibi (Québec), November 6, 1986

L'Administration régionale crie –

The Cree Regional Authority

---

Ted Moses, Chairman

Pour la Société d'énergie de la Baie James

---

Louis-Georges Boivin, président

Pour Hydro-Québec

---

Jean Bernier, secrétaire général

INTERVENANTS

La Bande et le conseil de la Bande de Chisasibi –

The Chisasibi Band and the Chisasibi Band Council

---

Chief Robbie Matthew Sr.

## **Complementary Agreement no. 8**

(CBJNQ)

BETWEEN

The CREE REGIONAL AUTHORITY, a public corporation duly constituted under Chapter A-6.1, Revised Statutes of Québec 1978, herein acting and represented by Matthew Coon Come, its chairman, duly authorized to execute this Agreement;

and

THE GOVERNMENT OF QUÉBEC (hereinafter referred to as “Québec”) herein represented by the Minister of Manpower and Income Security.

WHEREAS Section 30 of the James Bay and Northern Québec Agreement (hereinafter referred to as the “Agreement”) provides that Québec and the Cree Regional Authority shall from time to time review the operation of the Income Security Program for Cree hunters and trappers (hereinafter referred to as “the program”) and may by mutual consent make any adjustments necessary for the proper functioning of or to give effect to the program;

WHEREAS Section 30 of the Agreement and an Act respecting income security for Cree hunters and trappers who are beneficiaries under the Agreement concerning James Bay and Northern Québec (R.S.Q. c. S-3.2) provide that the Cree Hunters and Trappers Income Security Board (hereinafter referred to as “the Board”) may recommend when and how revisions to the program should be made;

WHEREAS in July 1985, the Board submitted to the Government of Québec and the Cree Regional Authority recommendations respecting the revision of the program;

WHEREAS representatives of the Government of Québec and the Cree Regional Authority have considered the said recommendations and other aspects of the program and have agreed on modifications to the program which are necessary and appropriate;

WHEREAS the parties hereto wish to amend the James Bay and Northern Québec Agreement in the manner hereinafter set forth.

NOW, therefore, the parties hereto hereby agree as follows:

1. the parties hereto amend Section 30 of the James Bay and Northern Québec Agreement as specified in Schedule I attached hereto to form part hereof;
2. with respect to the particulars of the maternity leave benefits referred to in section 10 of Schedule I hereto, the parties confirm that it is their intention that the said benefits be established in conformity with the contents of Schedule II attached hereto to form part hereof;
3. with respect to the provisions relating to income from the sale of furs found in section 9 of Schedule I, the parties undertake to review those provisions within two years of their coming into force in the light of experience in applying the said provisions;
4. the parties hereto undertake to review annually the man/day limit for the program and to agree on adjustments they deem necessary. The parties may also, by agreement, determine from time to time the way in which the annual review is to be carried out.

**Annex I**

Amendments to section 30 of the James Bay and Northern Québec Agreement

**1** Paragraph 30.1.3 of Section 30 of the James Bay and Northern Québec Agreement is amended by adding the following sub-paragraph at the end:

“This program must also offer advantages equivalent to those granted under any maternity benefit program of general application in Québec.”.

*[Amendment integrated]*

**2** Paragraph 30.1.7 of Section 30 of the Agreement is amended by replacing the said paragraph by the following:

“30.1.7 Subject to sub-paragraphs (d) and (e) of paragraph 30.5.8, payments under the program shall be made to beneficiary units and established on the basis of such beneficiary units.”.

*[Amendment integrated]*

**3** Section 30 of the Agreement is amended by adding after paragraph 30.2.1, the following paragraph:

“30.2.1A If the Board has been advised of the existence of a Local Income Security Program Committee, for a beneficiary unit to be eligible, the name of its head must appear on the Local Income Security Program List submitted to the Board no later than 21 June of each year or on an amended list, if any, submitted to the Board no later than 1 August, of each year.”.

*[Amendment integrated]*

**4** Paragraph 30.2.2 of Section 30 of the Agreement is amended as follows:

(i) The first three lines of the said paragraph are replaced by the following:

“Eligibility to benefits under the program shall be determined in the manner provided in paragraph 30.2.1A and this paragraph. Subject to paragraph 30.2.1A, the following beneficiary units shall be eligible:”;

(ii) Sub-paragraph (e) of paragraph 30.2.2 is replaced by the following:

(e) any beneficiary unit which in the preceding year was eligible under (a) or (b) and the head of which in the preceding year was forced to abandon or diminish his harvesting and related activities as a result of government action, development activities, or in order to allow animal populations to increase to a harvestable level, which resulted in such beneficiary unit not being eligible under (a) or (b), or”;

(iii) Paragraph 30.2.2 is amended by adding, at the end, the following sub-paragraphs:

“(h) any beneficiary unit which, during the preceding year, was eligible under (a) or (b), and whose head, during the preceding year was unable to participate in harvesting and related activities as a result of her pregnancy, its effects, or care of her infant, making the beneficiary unit ineligible under (a) or (b).

“Harvesting or related activities may be replaced, for the purpose of the eligibility of a beneficiary unit, by land development activities, to the extent and on the conditions determined by the Board after a specific activity has been the subject of a decision of the Minister of Manpower and Income Security pursuant to a unanimous recommendation of the Board to the effect that it be considered as a land development activity.”.

*[Amendment integrated]*

5 Sub-Section 30.2 of Section 30 of the Agreement is amended by adding after paragraph 30.2.3, the following paragraph:

“30.2.3A Notwithstanding paragraph 30.2.1A, a beneficiary unit shall continue to be eligible to receive income security benefits during the current year in spite of the death of the head of the beneficiary unit.”.

*[Amendment integrated]*

6 Paragraph 30.2.4 of Section 30 of the Agreement is deleted.

*[Amendment integrated]*

7 Paragraph 30.3.2 of the Agreement is amended by replacing the said paragraph by the following:

“30.3.2 Any beneficiary unit eligible to benefit under the program shall be guaranteed a basic amount calculated as the sum of:

- (a) an amount of \$2,654.00 for the head of the beneficiary unit and \$2,654.00 for his consort, if any, and
- (b) an amount of \$1,064.00 for each family and for each unattached individual not living with his parent, grandparent or child, and
- (c) an amount of \$1,064.00 for each dependent child provided such dependent child is less than eighteen (18) years of age and is not a head of a family.”.

*[Amendment integrated]*

8 Paragraph 30.3.3 of the Agreement is amended by replacing the said paragraph by the following:

“30.3.3

(a) Every beneficiary unit is entitled to receive an amount of \$31.35 per adult for every day spent by the adult in the bush in harvesting or related activities, for every day, not exceeding ten (10) days per year, during which the adult participated as a member in the work of a Local Income Security Program Committee and for every day during which the adult carried out land development activities which have been the subject of a decision of the Minister pursuant to the last sub-paragraph of paragraph 30.2.2, except:

- (i) days for which the unit head receives a salary for such activities;
- (ii) days for which the unit head receives unemployment insurance or manpower training allowances;
- (iii) days for which the unit head receives benefits under a statute as compensation replacing income;
- (iv) days for which the unit head receives a salary for work other than harvesting or related activities.

(b) In cases where a consort receives benefits, allowances or a salary referred to in sub-paragraph (a), the beneficiary unit is not entitled to receive, for this consort, the amount referred to in the first paragraph for any day in respect of which the consort receives such benefits, allowances or salary.

(c) The maximum number of days per year for which a beneficiary unit may receive the amount provided in sub-paragraph (a) is 240 days for each adult in the beneficiary unit.”.

*[Amendment integrated]*

**9** Paragraph 30.3.4 of Section 30 of the Agreement is amended by replacing the said paragraph by the following:

“30.3.4 For the purpose of this Sub-Section, the words “other income” shall mean an amount equal to the sum of:

- (a) the income of the beneficiary unit from the sale of furs in an amount established by the Board or, in the absence of a decision of the Board, in excess of \$750 for every adult member of the beneficiary unit;
- (b) the amounts received pursuant to paragraph 30.3.3;
- (c) all net income from guiding, outfitting or commercial fishing and net income from harvesting and related activities, excluding income contemplated in sub-paragraph (a);
- (d) the net income from land development activities referred to in the final sub-paragraph of paragraph 30.2.2;
- (e) all other net income or salary from any other sources received by the members of the unit except net income received by a dependent child supplementary to his studies and not exceeding \$3,000, payments received by the unit in respect of child care, family allowances, old age security pensions and guaranteed income supplements, social aid payments and social assistance payments for Indians or any other income, salary or subsidy established by the Board.”.

*[Amendment integrated]*

**10** Sub-Section 30.3 of Section 30 of the Agreement is amended by adding after paragraph 30.3.5, the following:

“30.3.5A When a woman who is the head of a beneficiary unit or who is the consort of the head of that unit is unable to participate in harvesting and related activities as a result of her pregnancy, its effects or care of her infant, the beneficiary unit has the right to maternity benefits to the extent and upon the conditions provided in this Section and by the Board, in the amount established pursuant to paragraph 30.3.3.

Notwithstanding the first sub-paragraph, no maternity benefits shall be issued until the Board determines, pursuant to criteria it establishes, that the woman, who is otherwise eligible to receive maternity benefits, would have participated in harvesting or related activities, and provided that she is not benefitting from a maternity benefit program of general application in Québec.

An application for maternity benefits must be accompanied by a medical certificate certifying the pregnancy of the person requesting the payments and the anticipated date of delivery. If such request is made for the effects of the pregnancy following delivery or for care of her infant, the medical certificate must certify these effects or such child care.

The period and the amount of the benefits shall be determined by the Board. Such a decision must contain advantages equivalent to those available under any maternity benefit program of general application in Québec.”.

*[Amendment integrated]*

**11** Paragraph 30.3.6 of Section 30 of the Agreement is amended by deleting the second sentence.

*[Amendment integrated]*

**12** Paragraph 30.4.1 of Section 30 of the Agreement is amended by replacing the said paragraph by the following:

“30.4.1 There is established the Cree Hunters and Trappers Income Security Board (hereinafter referred to as the “Board”). The Board may also be designated under the name in Cree of “NDOO-WHO SHOO-YAN OUJEMAOCH” and under the name, in French of “Office de la sécurité du revenu des chasseurs et piégeurs cris”.

“30.4.1A The Board is a corporation within the meaning of the Québec Civil Code and shall have the general powers of such a corporation and such special powers as are assigned to it by statute.”.

*[Amendment integrated]*

**13** Paragraph 30.4.8 of Section 30 of the Agreement is amended as follows:

(i) by replacing sub-paragraph (a) with the following:

“(a) examine the applications for income security benefits transmitted by the local administrator pursuant to paragraph 30.5.3 in light of the Local Income Security Program List in force on 1 August and prepared by the Local Income Security Program Committees and draw up a definitive list of beneficiaries eligible for the program.”;

(ii) by adding after sub-paragraph (j) the following sub-paragraphs:

“(k) fulfil for a given Cree community the duties of the local administrator contemplated in paragraph 30.4.10, if there is no local administrator in such community;

(l) recommend to the Minister the specific activities to be designated as land development activities and determine the extent to which and the conditions upon which such activities may replace harvesting and related activities for the purposes of the eligibility of a beneficiary unit;

(m) determine, for the purposes of sub-paragraph (a) of paragraph 30.3.4 the amounts of income from the sale of furs which may vary according to categories of beneficiaries, revenues, territories where harvesting and related activities are carried out or the manner in which such activities are exercised;

(n) determine the income, salaries and subsidies to be excluded pursuant to sub-paragraph (e) of paragraph 30.3.4;

(o) determine the criteria and conditions for maternity benefits contemplated in paragraph 30.3.5A;

(p) determine the amount of the daily benefits, which may not exceed that provided in sub-paragraph (a) of paragraph 30.3.3 and the maximum number of days for which a beneficiary unit may receive maternity benefits, which may not exceed 120 days;

(q) establish the conditions and procedures for reimbursement of the overpayments contemplated in sub-paragraph (f) of paragraph 30.5.8.”.

*[Amendment integrated]*

**14** Sub-Section 30.4 of Section 30 of the Agreement is amended by adding after paragraph 30.4.8, the following paragraph:

“30.4.8A Any recommendation made to the Minister under sub-paragraph (1) of paragraph 30.4.8 must be made pursuant to a unanimous decision of the Board. A measure adopted by the Board under sub-paragraphs (m) to (q) of paragraph 30.4.8 must also be made pursuant to a unanimous decision of the Board, approved by Québec.”.

**[Amendment integrated]**

**15** Sub-paragraph (a) of paragraph 30.4.10 of Section 30 of the Agreement is amended by replacing the said sub-paragraph by the following:

“(a) receive annually applications for income security benefits submitted in the community where he or she carries on his or her duties.”.

**[Amendment integrated]**

**16** Sub-Section 30.4 of Section 30 of the Agreement is amended by adding after paragraph 30.4.10 the following:

“30.4.11 A Cree community may establish a local committee to prepare a list of persons who are recognized by community custom to be practicing harvesting and related activities as a way of life in compliance with the harvesting traditions and rules of the community.

30.4.12 A local committee shall be composed of not fewer than three nor more than seven members. They shall be chosen for a fixed period in accordance with the custom of that community by and among the adults who are or have previously been beneficiaries of the program. However, one member may be designated by the Council of the Band, as defined in the Cree-Naskapi of Québec Act (S.C. 1983-84, Chapter 18), from among its members.

At the end of their term, the members shall remain in office until they are replaced or reappointed.

30.4.13 The names of local committee members must be submitted to the Board upon the establishment of the local committee.

The Board shall also be informed of who among the members will direct the activities of the committee, coordinate its work and act as a liaison between the committee and the Board.

Upon its establishment, the committee shall post a notice of its membership in a public place within the Cree community in question.

30.4.14 A quorum for sittings of a local committee shall be at least a majority of the members.

30.4.15 A local committee shall adopt rules of procedure concerning the implementation of paragraphs 30.4.11 to 30.4.16. These rules shall be transmitted to the Board. They shall come into force as soon as they are posted by the local committee in a public place within the Cree community in question.

30.4.16 No later than 21 June of each year, the list prepared by a local committee pursuant to paragraph 30.4.11 shall be submitted to the Board and posted in a public place within the Cree community in question.

If the Board does not receive the list on the date contemplated in the first paragraph, the Board shall be deemed not to have been informed of the existence of a local committee in conformity with paragraph 30.4.13.”.

**[Amendment integrated]**

**17** Paragraph 30.5.3 of Section 30 of the Agreement is amended by replacing the said paragraph by the following:

“30.5.3 No later than 1 August of each year, the local administrator shall transmit to the Board the applications for income security benefits submitted in the community where he carries out his duties.”.

**[Amendment integrated]**

**18** Paragraph 30.5.4 of Section 30 of the Agreement is amended by replacing the first line of the said paragraph with the following:

“30.5.4 The Board shall review the applications referred to in paragraph 30.5.3 in the light of the Local Income Security Program Lists prepared and submitted by the Local Income Security Program Committees, and shall draw up the definitive list of beneficiaries eligible for the program”.

*[Amendment integrated]*

**19** Paragraph 30.5.6 of Section 30 of the Agreement is amended by replacing the said paragraph by the following:

“30.5.6 No later than 31 August of each year, the Board may transfer to the local administrator amounts determined from time to time by the Board sufficient to cover the special payments referred to at paragraph 30.5.9 provided that the amount available to each local administrator is at least equal to 25% of the total amount paid to beneficiary units in his community in the preceding year.”.

*[Amendment integrated]*

**20** Paragraph 30.5.8 of Section 30 of the Agreement is amended by replacing the said paragraph by the following:

“30.5.8 The Board shall distribute payments to the heads of beneficiary units through the office of the local administrator, subject to the following provisions:

(a) the first payment, equal to one quarter of the estimated total annual payment, shall be made on or about 1 September, the next payment on or about 2 January, the third payment on or about 1 April and the fourth payment on or about 30 June;

(b) any balance shall be paid after the submission of the information contemplated in paragraph 30.5.10, on the date determined by the Board;

(c) where the head of the beneficiary unit or the consort does not intend to return to his or her settlement before 2 January, the payment to be made on 1 September shall be equal to half of the estimated total annual payment;

(d) the Board shall make payments directly to a consort upon request by the consort, in accordance with the criteria established by the Board;

(e) the Board may also, if it considers it necessary and in accordance with the criteria it stipulates, grant to the consort rather than to the head of the beneficiary unit the payments due to the unit or the part of the payment attributable to the consort;

(f) where the head of the beneficiary unit or the consort has received an amount exceeding that payable for one year, the overpayment must be reimbursed in accordance with the conditions and procedures established by the Board, within the two years following the subsequent application for income security benefits.”.

*[Amendment integrated]*

**21** Paragraph 30.5.9 of Section 30 of the Agreement is amended by replacing the said paragraph by the following:

“30.5.9 Notwithstanding paragraph 30.5.8, the local administrator may issue payments to heads of beneficiary units or the consorts in the following cases:

(a) a head of a beneficiary unit or the consort who intends to be absent from the community for a period of ten (10) consecutive days or more for the purpose of conducting harvesting and related activities and who has not received the special payment under sub-paragraph (c) of paragraph 30.5.8 for the said period shall be entitled to receive from the local administrator an advance upon his or her next regular payment in the amount of \$100.00 per eligible adult in the beneficiary unit;

(b) in the event that a head of a beneficiary unit or the consort does not receive from the Board the payment due to him or her pursuant to sub-paragraphs (a) or (c) of paragraph 30.5.8, the local administrator may issue such payment from the funds held by him.”.

**[Amendment integrated]**

**22** Sub-Section 30.6 of Section 30 of the Agreement is amended by replacing the said Sub-Section by the following:

“30.6 Examination, Review and Appeals.

“30.6.1 Notwithstanding sub-paragraphs (a) to (h) of paragraph 30.2.2, if a Cree believes that consistent with the nature and purposes of the program he or she would be considered eligible and should receive benefits under the program, the Board may upon request from such person examine or review the case and determine if the grounds given by this person are consistent with the nature and purposes of the program, and decide if such person shall be considered eligible and benefit under the program. The decision of the Board must be unanimous.

“30.6.2 If the head of a beneficiary unit or his consort believes himself or herself aggrieved because the beneficiary unit has been refused income security benefits, because he or she considers the beneficiary unit entitled to higher income security benefits, because the income security benefits of the beneficiary unit have been reduced, suspended or discontinued, or because the Board has refused to make payments directly to a consort as provided in sub-paragraphs (d) and (e) of paragraph 30.5.8, he or she may appeal to the Board to review its decision.

“30.6.3 An application for a review by the Board shall be brought by an application in writing sixty (60) days after the complainant is notified of the decision he or she applies to have reviewed. The application for review must contain a brief account of the grounds invoked and must be sent to the Board.

“30.6.4 Upon receipt of the application for review, the Board shall verify the facts and circumstances of the case, examine the grounds invoked and render its decision within sixty (60) days of receiving the application for review. The Board shall immediately give notice in writing to the complainant of the decision rendered, the reasons on which it is based and any right to further appeal.

“30.6.5 If a person feels aggrieved by a decision of a Local Income Security Program Committee which he or she has not appealed, he or she may request that the local committee review its decision in accordance with the following procedures:

(a) the request for revision must be presented to the committee within 15 days following the posting of the list contemplated at paragraph 30.4.16;

(b) the committee must, before deciding on its review, give the person an opportunity to be heard;

(c) the committee may maintain or reverse its original decision;

(d) any decision rendered pursuant to sub-paragraph (c) that is unfavourable to the person who requested the review shall be in writing and include reasons and must be transmitted to the party concerned together with information on his or her right to appeal the decision;

(e) in the case of a decision favourable to the person who requested the review, the local committee shall modify the list provided for in paragraph 30.4.11 and submit it to the Board no later than 1 August. The same procedure shall apply for a favourable decision rendered by the general meeting under paragraph 30.6.6.

“30.6.6 A person who believes himself or herself aggrieved owing to a decision made by a Local Income Security Program Committee may appeal to a general meeting of the persons whose names appear on the list prepared by the local committee pursuant to paragraph 30.4.11 within 15 days following the posting of the list contemplated at paragraph 30.4.16 or within 5 days of the appellant’s receipt of the decision after the local committee’s review.

The person designated by the Local Income Security Program Committee to direct its work and coordinate its activities as provided in the second sub-paragraph of paragraph 30.4.13 shall convene the general meeting.

“30.6.7 Before making a decision concerning an appeal, the general meeting shall offer the person concerned the opportunity to express his or her point of view.

“30.6.8 A general meeting may maintain or reverse a decision submitted to it.

The decision of the general meeting shall be transmitted to the party concerned and to the local committee by the person designated by the meeting.

“30.6.9 If a person feels aggrieved by a decision of the general meeting he or she may appeal to the Board.

Paragraphs 30.6.3 and 30.6.4 apply to an appeal made pursuant to the first paragraph with the necessary changes.

“30.6.10 The Board may maintain or reverse a decision submitted to it.

“30.6.11 An appeal may be made to the Commission des affaires sociale concerning a decision rendered by the Board pursuant to paragraph 30.6.10.

“30.6.12 Any appeal made pursuant to this Sub-Section does not suspend the application of a decision made by the local committee, the general meeting or the Board, as the case may be.”.

**[Amendment integrated]**

**23** Paragraph 30.8.1 of Section 30 of the Agreement is amended by replacing the said paragraph by the following:

“30.8.1 Subject to modification by the mutual consent of Québec and the Cree Regional Authority, the total number of remunerated man/days contemplated in paragraph 30.3.3 in each year shall not exceed three hundred and fifty thousand (350 000) man/days or such greater number of man/days as may be fixed by Québec after consultation with the Board.

“30.8.1A At least one hundred and eighty-five thousand (185 000) or any greater number of such days as may be fixed by Québec after consultation with the Board, must be spent in harvesting or related activities while other days may be spent in such activities or in land development activities having been the subject of a decision of the Minister pursuant to the last sub-paragraph of paragraph 30.2.2.”.

**[Amendment integrated]**

**24** Paragraph 30.8.2 of Section 30 of the Agreement is amended by replacing the said paragraph by the following:

“30.8.2 In the event that, at the commencement of a program year, the Board determines that the estimated total man/days exceeds three hundred and fifty thousand (350 000), it shall review the operation of the program and recommend appropriate measures to be implemented in succeeding years in order to give effect to the provisions of paragraph 30.8.1 or any modifications pursuant thereto.”.

*[Amendment integrated]*

**25** Sub-paragraph (b) of paragraph 2 of Appendix I to Section 30 is amended by adding after paragraph 7 the following:

“(8) the work carried out as a member of a Local Income Security Program Committee, not exceeding ten (10) days per year.”.

*[Amendment integrated]*

**26** Appendix I to Section 30 is amended by adding after paragraph 16, the following:

“17. “Local Income Security Program Committee”: shall mean a committee contemplated by Sub-Section 30.4.

“18. “Local Income Security Program List” shall mean the list referred to in paragraph 30.4.11.”.

*[Amendment integrated]*

**27** In Section 30 of the French version of the Agreement, the term “La Régie” is replaced, with any required modifications, by the term “l’Office”.

## **Annex II**

### **Income security program for cree hunters and trappers**

#### **MATERNITY BENEFITS**

##### **Proposed Design**

The parties agree that the specific procedures for implementing the maternity benefits provisions for the program should be left to the Board.

The following are the limiting circumstances which both parties agree should be reflected in the Act and the decisions of the Board.

Where the head of the beneficiary unit is a man:

– per diem benefits will be paid to the consort or the head of the beneficiary unit for those days spent by the head of the unit in harvesting and related activities, based on the experience of the beneficiary unit in the previous year or years. That is, claims would be entertained only in cases where the consort had received per diem benefits during the same period in previous years;

– since claims made in the first year of activity of a beneficiary unit will lack the criteria of a previous year’s experience, per diem benefits will be paid to the pregnant consort for those days spent by the head of the unit in harvesting and related activities.

Where the head of beneficiary unit is a woman:

– when the head of the beneficiary unit is unable to participate in harvesting and related activities because of pregnancy, its effects or care of her infant, per diem benefits will be paid for those days falling within

the period which the beneficiary unit normally spends in these activities, based on the experience of previous years;

– since claims made in the first year of activity of a beneficiary unit will lack the criteria of the previous year's experience, the period to be compensated will be determined by the Board.

More particularly, both parties intend that:

– if a woman does not normally accompany the consort in harvesting and related activities, no benefits are to be paid;

– there will be very few claims entertained for maternity benefits during those periods of the year when beneficiary units in a community are not normally engaged in harvesting and related activities;

– there will be few, if any, claims entertained for the summer period or over the Christmas holiday period.

#### SIGNATORIES (CBJNQ 8)

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 sept exemplaires.

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

Signée à Mistassini (Québec), le 27 septembre 1988

Signed at Mistassini, Québec September 27, 1988

L'ADMINISTRATION RÉGIONALE CRIE

THE CREE REGIONAL AUTHORITY

---

Le président, Matthew Coon Come, Chairman

GOUVERNEMENT DU QUÉBEC

GOVERNMENT OF QUÉBEC

---

Le ministre, André Bourbeau, Minister

## Complementary Agreement no. 9

(CBJNQ)

BETWEEN

MAKIVIK CORPORATION, duly incorporated under the Act to establish the Makivik Corporation, herein acting and represented by its duly authorized representative, who has been duly authorized to execute this Agreement

and

HYDRO-QUÉBEC, a duly incorporated corporation with its head office in Montréal, Québec, herein acting and represented by its duly authorized representative, who has been duly authorized to execute this Agreement

and

la SOCIÉTÉ D'ÉNERGIE DE LA BAIE JAMES, a duly incorporated corporation with its head office in Montréal, Québec, herein acting and represented by its representative, who has been duly authorized to execute this Agreement

WHEREAS some of the parties hereto are parties who have agreed to execute simultaneously an agreement to be known as the “Kuujjuaq (1988) Agreement”;

WHEREAS the duties and obligations associated with the diversion of the Caniapiscou River and provided for in subsections 8.10 and 8.17 of the James Bay and Northern Québec Agreement have been fulfilled to the satisfaction of the parties as asserted in the “Kuujjuaq (1988) Agreement”;

WHEREAS it is appropriate to amend subsections 8.10 and 8.17 of the James Bay and Northern Québec Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

**1** For purposes of this Agreement, the following definitions shall apply:

1.1 “James Bay and Northern Québec Agreement”: the Agreement approved, given effect to and declared valid by chapter 32 of the Statutes of Canada 1976-77 and chapter 46 of the Statutes of Québec 1976, as amended by complementary agreements nos 1 to 8.

**2** Section 8 of the James Bay and Northern Québec Agreement is hereby amended by removal of subsection 8.10.

**[Amendment integrated]**

**3** Subsection 8.17 of the James Bay and Northern Québec Agreement is hereby amended by replacement with the following:

In consideration of and subject to the benefits and undertakings in favour of the Native people contemplated by this Agreement and except as otherwise provided for in this Agreement, the said Native people in respect to Le Complexe La Grande (1975) hereby release La Société d'énergie de la Baie James and/or 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 Crees and of the Inuit 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).

*[Amendment integrated]*

**4** The releases that form the objects of the “Kuujjuaq (1988) Agreement” and this Complementary Agreement do not apply the effects north of the 55th parallel of methylmercury production due to construction of Le Complexe La Grande (1975) or any other hydroelectric development;

**5** This Complementary Agreement No. 9 comes into force on the date of its execution.

**SIGNATORIES (CBJNQ 9)**

Signée à Kuujjuaq (Québec) le 21 octobre 1988

Signed at Kuujjuuaq (Québec), October 21, 1988

Société Makivik

Makivik Corporation

---

Charlie Watt, président

Hydro-Québec

---

Claude Boivin, président et chef de l'exploitation

Société d'énergie de la Baie James

---

Paul F. Tremblay, vice-président et chef des opérations

## **Complementary Agreement no. 10**

(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 A-13.1 of the Revised Statutes of Québec, 1977, herein acting and represented by Joe Guanish, 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 Yvon Picotte.

WHEREAS Section 24 of the James Bay and Northern Québec Agreement (hereinafter referred to as the “Agreement”) provides for an outfitting regime for the Territory covered by the Agreement including a right of first refusal in favour of the Native people to operate as outfitters in Category III lands for a period of thirty (30) years from the execution of the Agreement;

WHEREAS Section 24 further provides that the Native people shall not exercise the right of first refusal with respect to at least three (3) non-Native applications out of every ten (10) applications respecting outfitting operations in Category III;

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 relating to the right of first refusal with respect to outfitting operations shall be implemented;

WHEREAS the Cree Regional Authority, Makivik Corporation and the Naskapi Landholding Corporation of Schefferville executed an agreement on October 2, 1986 concerning the exercise of the Native people’s right of first refusal;

WHEREAS by Ministerial Order dated October 6, 1987 (MO, 1987), the Minister of Recreation, Fish and Game established administrative procedural rules concerning applications for outfitting operations in the James Bay and New Québec territories;

WHEREAS paragraph 24.9.7 of Section 24 of the Agreement provides that the right of first refusal in favour of the Native people shall apply to transfers of an outfitting operation and the parties consider it necessary and appropriate to clarify what constitutes a “transfer of an outfitting operation” for the purposes of Section 24 of the Agreement;

WHEREAS paragraph 24.9.3 of Section 24 of the Agreement provides that Native people 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 but difficulties in implementing this provision have prevented the Native people from exercising this right since the execution of the Agreement;

WHEREAS the parties hereto have agreed that amendments to the outfitting regime established by Section 24 of the Agreement are necessary and appropriate;

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

NOW, therefore, the parties hereto amend Section 24 of the James Bay and Northern Québec Agreement as specified in Schedule I attached hereto to form part hereof and agree that these amendments are to have effect from July 1, 1989.

**Annex I**

## Amendments to section 24 of the James Bay and Northern Québec Agreement

1 Paragraph 24.9.3 of Section 24 of the James Bay and Northern Québec Agreement is replaced 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 until November 10, 2015. 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. ”

*[Amendment integrated]*

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

“24.9.4 Upon 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]*

3 Paragraph 24.9.6 of the said Agreement is replaced by the following:

“24.9.6 Notwithstanding paragraph 24.9.3, the Crees, the Inuit and the Naskapis shall not exercise their 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 respecting such outfitting operations from any person.

The Cree, Inuit and Naskapi parties may decide in respect of which applications to establish and operate outfitting operations in Category III they shall exercise or shall not exercise the right of first refusal provided they do not exercise the said right of first refusal with respect to at least three (3) applications from persons other than Crees, Inuit or Naskapis out of every ten (10) applications from any person.

The Coordinating Committee shall oversee the implementation of the terms of this paragraph and shall, from time to time, inform the parties as to the requirements for such implementation. ”

*[Amendment integrated]*

4 Paragraph 24.9.7 of the said Agreement is amended by adding at the end of sub-paragraph a) the following:

“Every application for the issue or the renewal of a permit shall indicate, as the case may be, the names of the partners and their respective interests in the partnership or the names of the shareholders owning full voting shares, the number of shares held by each shareholder and the number of votes attached to each share. ”

*[Amendment integrated]*

5 Paragraph 24.9.7 of the said Agreement is amended by replacing sub-paragraph j) by the following:

“j) In the event of a proposed transfer of an outfitting operation, the holder of the outfitter’s permit shall submit an application to the responsible Provincial Minister. Such application shall contain all relevant information relating to the terms and conditions of the proposed transfer.”

*[Amendment integrated]*

6 Paragraph 24.9.7 of the said Agreement is amended by adding after sub-paragraph j) the following sub-paragraph jj):

“jj) The Native party that exercises the right of first refusal at the time of an application for the transfer of an outfitting operation replaces the intended transferee from the date on which the Native party informs the Coordinating Committee in conformity with sub-paragraph e). From that date, the Native party shall have the same rights and the same obligations as the intended transferee had at the time of the offer to transfer, with such changes as are necessary with respect to the delays stipulated therein. ”

*[Amendment integrated]*

7 Sub-Section 24.9 of the said Agreement is amended by adding, after paragraph 24.9.7, the following paragraphs:

“24.9.8 The right of first refusal shall apply and be exercisable only in respect of the assets of the outfitting operation in the case of

a) a transfer in which the assets to be transferred include assets relating to activities other than those of the outfitting operation;

b) a transfer of interests in a partnership or of shares of a corporation in which the assets include assets relating to activities other than those of the outfitting operation.

If the interested Native party exercises its right of first refusal, the owner shall transfer the assets of the outfitting operation to the interested Native party.

“24.9.9 In the case of a transfer of part of the interests in a partnership or part of the shares of a corporation, the right of first refusal of the interested Native party shall apply and be exercisable in respect of the interests of all the partners or the shares of all the shareholders.

If the interested Native party exercises its right of first refusal, all the partners or shareholders shall transfer their interests or shares to the interested Native party.

“24.9.10 For the purposes of the right of first refusal, in the case of a transfer of the assets of an outfitting operation made at the time of a judicial sale or a sale by a trustee in bankruptcy, a liquidator or a sequestrator, the acquirer shall, within sixty (60) days after the sale, submit an application for a transfer of permit to the responsible Provincial Minister, in accordance with paragraph 24.9.7.

If the interested Native party exercises its right of first refusal, the acquirer shall transfer the assets of the outfitting operation to the interested Native party for an amount equal to the sale price and costs plus ten per cent.

“24.9.11 For the purposes of the right of first refusal, in the case of a transfer of the assets of an outfitting operation to a creditor realizing on security for the repayment of a debt, the creditor shall, within sixty (60) days after the assets are transferred, submit an application for a transfer of permit to the responsible Provincial Minister, in accordance with paragraph 24.9.7.

If the interested Native party exercises its right of first refusal, the creditor shall transfer the assets of the outfitting operation to the interested Native party.

“24.9.12 In the cases referred to in paragraphs 24.9.8 to 24.9.11, the interested Cree, Inuit or Naskapi Native party and any person subject to the right of first refusal of the Native people shall determine the value of the assets of the outfitting operation or the value of the interests of the partners or shares of the shareholders in respect of which the right of first refusal of the Native people may be exercised.

The said value shall be determined by agreement between the interested parties or, if there is no agreement, by an evaluator appointed in accordance with paragraph 24.9.14.

The period of four (4) months referred to in sub-paragraph e) of paragraph 24.9.7 to inform the Coordinating Committee that a Native party intends to operate the outfitting operation referred to in the application for transfer shall be computed from the date on which the value of the assets of the outfitting operation or the value of the interests of the partners or shares of the shareholders that are subject to the right of first refusal is determined.

“24.9.13 Except where there is agreement as to the terms and conditions of the sale, the interested Native party shall pay, in cash, the sale price of assets sold under paragraphs 24.9.10 and 24.9.11 or the sale price of any part of the partnership interests or shares of the corporation that was not included in the transfer application but must be transferred pursuant to paragraph 24.9.9.

The payment shall be made within thirty (30) days of the date on which the interested Cree, Inuit or Naskapi Native party informs the Coordinating Committee in accordance with sub-paragraph e) of paragraph 24.9.7.

“24.9.14 Upon a request therefor, the responsible Provincial Minister shall appoint an evaluator acceptable to the parties or, if there is no agreement between the parties, an evaluator of his own choice

a) in the event of disagreement between the parties as to the proportional value of the assets of the outfitting operation in the cases referred to in paragraph 24.9.8;

b) in the event of disagreement between partners, shareholders or the interested Native party as to the value of any part of the interests or shares that was not included in the transfer application but must be transferred in the case referred to in paragraph 24.9.9;

c) in the event of disagreement between the parties as to the proportional value of the assets of the outfitting operation where the sale included assets other than those of the outfitting operation in the case referred to in paragraph 24.9.10;

d) in the event of disagreement between the parties as to the value of the assets of the outfitting operation in the case referred to in paragraph 24.9.11.

The decision of the evaluator shall be binding upon the parties and without appeal; the evaluation costs shall be borne equally by the parties.

“24.9.15 If the responsible Provincial Minister believes that a transfer of an outfitting operation has been made otherwise than in accordance with the procedure set out in this Sub-Section or as a result of false declarations, the Minister shall notify the permit holder who shall, on receiving the notice, inform the partners or shareholders, if any.

The notice of the Minister shall require the permit holder and the partners or shareholders, if any, to comply with the provisions of this Sub-Section within the period prescribed in the notice.

“24.9.16 If the permit holder or a partner or shareholder fails to comply with the notice of the Minister within the specified period, the Minister may, after giving the permit holder an opportunity to be heard, cancel the permit.

“24.9.17 The permit holder may appeal from the decision to the Court of Québec. An appeal shall suspend the execution of the decision, unless the court orders provisional execution.

“24.9.18a) Where an outfitter’s permit is cancelled and a new permit is issued to a third party for the site covered by the cancelled permit, the third party must acquire the buildings, facilities and equipment

situated thereon and used for the activities of the outfitting operation, and the party whose permit is cancelled must sell such buildings, facilities and equipment.

b) If there is no agreement between the parties as to the value of the property, the Minister shall appoint an evaluator acceptable to the parties or, if there is no agreement between the parties, an evaluator of his own choice. The decision of the evaluator shall be binding upon the parties and without appeal; the evaluation costs shall be paid equally by the parties.

“24.9.19 For the purposes of Sub-Section 24.9,

a) any direct or indirect transfer of the ownership of an outfitting operation including, in the case of a partnership or corporation that owns an outfitting operation, a change in the effective control of the partnership or corporation, shall constitute a transfer subject to the right of first refusal of the Native people;

b) changes in effective control include but are not limited to:

i) a change of the partner or shareholder holding a majority of the partnership interests or of the issued full voting shares;

ii) if no partner or shareholder holds a majority of the partnership interests or of the issued full voting shares,

1) a transaction whereby one of the partners or shareholders acquires a majority interest;

2) a transaction or the last in a series of transactions, within a period of four (4) years or less, that changes the ownership of a majority of the partnership interests or of the issued full voting shares of the corporation, except where there are no partners or shareholders other than the partners or shareholders who owned such interests or shares at the beginning of the said period;

c) any agreement for the lease or management of the outfitting operation or any other agreement to the same effect for a term of more than four (4) years shall also constitute a transfer subject to the right of first refusal of the Native people; in calculating the term of the agreement, the term of its renewal shall be taken into account if the lessee or the manager has the right to oblige the other party to renew the agreement.

“24.9.20 Notwithstanding paragraph 24.9.19, the following transfers are not subject to the right of first refusal of the Native people:

a) a transfer by succession;

b) a transfer in favour of the spouse, or an ascendant, a descendant or a collateral relation to the second degree of the holder of an outfitter's permit or, in the case of a partnership or a corporation holding such a permit, in favour of such a relative of a partner or shareholder;

c) a transfer in favour of a creditor for the sole purpose of securing the repayment of a debt;

d) a transfer where the transferor of an outfitting operation is a natural person and the transferee is a partnership or a corporation, if all the partnership interests or all the issued full voting shares of the capital stock become the property of the transferor immediately after the transfer;

e) a transfer where the transferor of an outfitting operation is a corporation or a partnership and the transferee is a natural person, if the person is, immediately before the transfer, the owner of all the partnership interests or all the issued full voting shares of the capital stock of the transferor;

f) a transfer where the transferee of an outfitting operation is a new partnership made up of two or more partnerships or a new corporation resulting from the amalgamation of two or more corporations, if all the

partnership interests or all the issued full voting shares of the capital stock of the transferee are owned by persons who owned all the partnership interests or all the issued full voting shares of the former partnerships or the amalgamated corporations;

g) a transfer where the transferee of an outfitting operation is the parent corporation of the transferor, a subsidiary of the transferor or a subsidiary of a corporation that is a subsidiary of the transferor;

h) a transfer where the transferor of an outfitting operation is a subsidiary of a corporation that is a subsidiary of the transferee;

i) a transfer where both the transferor and the transferee of an outfitting operation are subsidiaries of the same parent corporation or subsidiaries of one or more corporations that is or are, as the case may be, a subsidiary or subsidiaries of the same parent corporation;

j) a transfer where the transferor and the transferee of an outfitting operation are non-profit entities if, at the time of the transfer, all the members of one entity are members of the other entity.

For the purposes of sub-paragraphs g), h) and i), a corporation is a subsidiary, at a particular time, of another corporation, called the "parent corporation", where all the issued full voting shares of its capital stock are owned by the parent corporation. "

**[Amendment integrated]**

**SIGNATORIES (CBJNQ 10)**

EN FOI DE QUOI, les parties aux présentes ont dûment signé 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 Montréal, (Québec) le 18 avril 1989

Signed at Montréal, Québec April 18, 1989

L'ADMINISTRATION RÉGIONALE  
CRIE

THE CREE REGIONAL AUTHORITY

LA CORPORATION FONCIÈRE DES  
NASKAPIS DE SCHEFFERVILLE

NASKAPI LANDHOLDING  
CORPORATION OF SCHEFFERVILLE

\_\_\_\_\_  
Matthew Coon Come

\_\_\_\_\_  
Joe Guanish

MAKIVIK CORPORATION

LE GOUVERNEMENT DU QUÉBEC

THE GOVERNMENT OF QUÉBEC

---

Jackie Koneak

---

Le ministre, Yvon Picotte, Minister

## **Complementary Agreement no. 11**

(CBJNQ)

BETWEEN

The CREE REGIONAL AUTHORITY, a public corporation duly constituted under Chapter 89 of the Statutes of Québec 1978, herein acting and represented by Matthew Coon Come, its chairman, duly authorized to execute this Agreement;

and

La SOCIÉTÉ D'ÉNERGIE DE LA BAIE JAMES, a corporation duly incorporated and having its head office in Montréal, Québec, herein acting and represented by its authorized representative;

and

HYDRO-QUÉBEC, a corporation duly incorporated and having its head office in Montréal, Québec, herein acting and represented by its authorized representative.

PREAMBLE

WHEREAS Hydro-Québec wishes to complete or carry out the following projects:

- the LA 1 Project;
- the LA 2 Project;
- the 3<sup>rd</sup> 735-kV transmission line Project between Lemoyne and Tilly;
- the 2<sup>nd</sup> 315-kV transmission line Project between LG 2A and Radisson;
- the 12<sup>th</sup> transmission line Project;
- the Series capacitors Project;
- the Series compensation Project for the north-west network; Abitibi, Albanel, Chibougamau and Némiscau substations;

WHEREAS the James Bay Crees consider that the LA 1 Project is not included in Le Complexe La Grande (1975) or that, if it is included therein, the project which Hydro-Québec now wishes to carry out is a substantial modification to Le Complexe La Grande (1975);

WHEREAS the James Bay Crees consider that the connection of the 12<sup>th</sup> transmission line to the Chissibi substation is a substantial modification to Le Complexe La Grande (1975);

WHEREAS the James Bay Crees consider that their consent is required to carry out the projects detailed herein;

WHEREAS Hydro-Québec considers that the LA 1 Project is included in Le Complexe La Grande (1975), that it substantially conforms thereto and that the purpose of the technical description made thereof in section 1 of this Agreement is merely to detail this Project pursuant to the studies carried out in relation thereto;

WHEREAS Hydro-Québec considers that the connection of the 12<sup>th</sup> transmission line to the Chissibi substation is not a substantial modification to Le Complexe La Grande (1975);

WHEREAS Hydro-Québec considers that the consent of the James Bay Crees is not required to carry out the projects detailed herein;

WHEREAS the Parties disagree on these questions, including the question of consent, as regards the projects detailed herein;

WHEREAS the Cree Regional Authority acts on its own behalf and on behalf of the James Bay Crees in this Agreement;

WHEREAS, for practical reasons and for the purpose of any future references to the expression “Le Complexe La Grande (1975)”, the Parties have agreed to amend certain provisions of Section 8 of the James Bay and Northern Québec Agreement;

WHEREAS the parties hereto are entitled to amend the said provisions of Section 8 of the said JBNQA under subsection 8.19 thereof.

NOW, THEREFORE, and without prejudice to the foregoing, the Parties hereby agree as follows:

## 1

Le Complexe La Grande (1975), as described in the JBNQA, shall include the following projects:

### 1.1 LA 1 Project

The LA 1 Project consists principally of a powerhouse, spillway and temporary diversion tunnel as well as two dams and eighty dykes for reservoir closure, and related works.

The powerhouse is located on the right bank of the Laforge River. It has six turbine/generator units with a total installed capacity of 852 MW. The design flow is 1,613 m<sup>3</sup>/s and the rated head is approximately 57,3 m. The powerhouse is fed by a channel heading to an intake control structure with six gated openings. Six penstocks link the intake with the scrollcases in the powerhouse. The tailrace channel is approximately 500 m long; its width varies from 135 m at the outlet of the powerhouse to some 100 m at the river. The transformer and switching substation is located on the roof of the powerhouse and has six bays, one for each generating unit.

The spillway is located on the right bank of the Laforge River upstream of the powerhouse at the west end of the main dam. It has two openings, each 11 m wide, and its discharge capacity with the reservoir at its maximum level of 439 m is 2,450 m<sup>3</sup>/s.

The Laforge 1 development also includes two dams, one on the Laforge River and the other on the Vincelotte River, and eighty dykes. These works allow the formation of the reservoir which includes a part of Lac des Oeufs; the reservoir at its maximum level has an area of approximately 1,288 km<sup>2</sup>. The annual drawdown of the reservoir is limited to approximately 3 m. However, it is possible that once every ten years, on average, the drawdown reaches 8 m.

The main dam is approximately 985 m long and 66 m high. Its construction requires the placement of approximately 2,397,000 m<sup>3</sup> of fill materials.

The dam closing the Vincelotte River has a maximum height of approximately 28 m and a length of approximately 1,178 m. Its construction requires the placement of 1,080,000 m<sup>3</sup> of fill materials.

Eighty dykes are required to close the reservoir. They contain a total volume of approximately 4,225,000 m<sup>3</sup> of fill materials and they have a total crest length of some 19,575 m.

List of the plates for the LA 1 Project:

Plate 1: Plan de situation

Plate 2: Agencement général de la centrale LA 1 et des ouvrages connexes

Plate 3: Agencement général du barrage LA 1 et des ouvrages connexes

*See plan no.29 (Complementary Documents)*

*See plan no.30 (Complementary Documents)*

*See plan no.31 (Complementary Documents)*

## 1.2 LA 2 Project

The LA 2 Project consists principally of a combined powerhouse and intake, spillway, an earthcore-rockfill embankment abutting these structures at both ends, a closure dyke and related works.

The LA 2 powerhouse is built behind dyke KD-14, at the outlet of the existing Fontanges reservoir.

The “run-of-the-river” powerhouse is located at the lowest point of the valley, to the south of the Fontanges channel. It incorporates two turbine/generator units having a total installed capacity of 310 MW. The design flow is 1,200 m<sup>3</sup>/s and the rated head is approximately 26,9 m. The two intakes are served by a short intake channel and are integrated into the powerhouse. The 13,8 – 315-kV transformers are located on the draft tube deck and the substation is located on the roof of the powerhouse. Two three-phase 315-kV power lines link the substation to the switching station located some 100 m south of the powerhouse.

Each intake is 32 m wide and is divided into three passages provided with separate sets of guides for the trashracks, bulkhead gates and intake gates. The semi-spiral cases are of concrete. The tailrace is approximately 935 m long and its width varies from 64 m to 40 m at the draft tube outlets and reaches approximately 225 m at Lake Toqué. Between Lake Toqué and Lake Des Espoirs, the natural riverbed is deepened along the left bank in order to increase the head.

The spillway is located on the north side of the powerhouse and linked to it by a concrete gravity dam of approximately 20 m in length. It has two bays, each approximately 11 m wide, and its discharge capacity is 2,300 m<sup>3</sup>/s when the reservoir is at a normal level of some 481 m. The spillway discharge is returned to the water body below the Fontanges channel.

To the south of the powerhouse and to the north of the spillway a rockfill embankment dam with a moraine core completes the impoundment. The main dam south of the powerhouse is approximately 644 m long and its maximum height is 22 m.

The north dam has a maximum height of 17 m and is some 321 m long. A concrete gravity wall which supports the moraine core permits the change of alignment between the north dam and the spillway.

The existing Fontanges channel, which is used for diversion during the entire construction period, is closed after breaching the dyke KD-14 by a homogeneous dyke built upstream from the existing control weir. This dyke is approximately 229 m long and has a maximum height of 8 m.

The total surface area of the existing Fontanges reservoir at its normal level of operation is approximately 240 km<sup>2</sup>.

List of the plates for the LA 2 Project:

Plate 4: Plan de situation

Plate 5: Aménagement général des ouvrages

Plate 6 : Centrale et évacuateur – plan et coupes

*See plan no.32 (Complementary Documents)*

*See plan no.33 (Complementary Documents)*

*See plan no.34 (Complementary Documents)*

### 1.3 2<sup>nd</sup> 315-kV transmission line Project between LG 2A and Radisson

The 2<sup>nd</sup> 315-kV transmission line between the Radisson substation and the LG 2A powerhouse will be approximately 16 km long and requires both guyed and self-supported (rigid) towers.

The minimum and maximum surface areas of the guyed towers (including guys) will respectively 23 m x 23 m and 32 m x 32 m. For the self-supported towers, the minimum and maximum areas occupied will be 11 m x 11 m and 24 m x 24 m.

The towers support six bundled conductors (two per bundle), supported by I-type string insulators which conductors will have a minimum ground clearance of 7,9 m, and one overhead ground wire. The overhead ground wire will include optical fibers.

The right-of-way will be 83 m wide. The total right-of-way will be 148 m wide for the two LG 2A – Radisson lines and will be entirely cleared.

Plate for the 2<sup>nd</sup> 315-kV transmission line Project between LG 2A and Radisson:

Plate 7 : Plan de situation

*See plan no.35 (Complementary Documents)*

### 1.4 3<sup>rd</sup> 735-kV transmission line Project between Lemoyne and Tilly

The 3<sup>rd</sup> 735-kV transmission line between the Tilly substation, located near the La Grande 4 powerhouse, and the Lemoyne substation, located west of River De Pontois will be approximately 116 km long and requires both guyed and self-supported (rigid) towers.

The minimum and maximum surface areas of the guyed towers (including guys) will be respectively 30 m x 40 m and 38 m x 55 m. For the self-supported towers, the minimum and maximum areas occupied will be 18 m x 18 m and 24 m x 24 m.

The towers support three phases of four-wire bundles, supported by V and I-type suspension assemblies and two overhead ground wires, one of which will include optical fibers. The conductors will have a minimum ground clearance of 13,6 m.

The right-of-way will be 90 m wide and only partly cleared when the height of the tree cover permits.

In addition to the transmission line, the Project includes connections to the Lemoyne and Tilly substations.

The connection to the Lemoyne substation requires changes to the lines north of the substation and changes to the line connecting the Lemoyne substation to the Chissibi substation to the west. The enlargement required for the new outgoing line will occupy a surface area of 3,1 ha. A 20 m-wide strip circling the substation will be set aside for drainage and landscaping purposes.

The connection to the Tilly substation requires the rerouting of outgoing lines; no enlargement of the site is necessary.

Plate for the 3<sup>rd</sup> 735-kV transmission line Project between Lemoyne and Tilly:

Plate 8: Plan de situation

*See plan no.36 (Complementary Documents)*

### 1.5 12<sup>th</sup> transmission line Project

The 12<sup>th</sup> 735-kV transmission line starts at the Chissibi substation, located near the La Grande 3 powerhouse and ends at the limit of the JBNQA Territory, a distance of approximately 560 km. The cables are supported by two types of towers: guyed and self-supported (rigid).

The normal width of the right-of-way is 90 m but this will be reduced to a width of 59 m or 76 m if the line runs parallel to an existing line.

The minimum and maximum surface areas of the guyed towers (including guys) will be respectively 30 m x 40 m and 38 m x 55 m. For the self-supported towers, the minimum and maximum areas occupied will be respectively 9 m x 9 m and 24 m x 24 m.

These towers support three phases of four-wire bundles, supported by V-type and I-type suspension assemblies and two overhead ground wires, one of which will include optical fibers. The minimum ground clearance of the conductors is 12,6 m.

In addition to the transmission line, the Project includes connection to the Chissibi, Albanel and Chibougamau substations, requiring additional structures and related equipment required for the operation of the network.

List of the plates for the 12th transmission line Project:

Plate 9: Plan de situation – partie nord

Plate 9A : Plan de situation – partie sud

*See plan no.37 (Complementary Documents)*

#### – PARTIE NORD

*See plan no.38 (Complementary Documents)*

#### – PARTIE SUD

#### 1.6 Series capacitors Project

The Project consists of the installation of capacitors to block direct current in the middle of the three lines between Radisson and Némiscau and in the middle of the line linking La Grande 2 to Chissibi.

These installations, modest in size, are located within the right-of-way and under their respective line, as close as possible to an existing road.

The location of the sites is shown on Plate 10:

Site 1, which serves two of the Radisson – Némiscau lines, includes two installations (Opinaca 2 and Opinaca 3) of series capacitors and is located near the Matagami – La Grande 2 road, approximately 200 km from the La Grande 2 powerhouse near the Eastmain River; its access route is 105 m long;

Site 2, which serves one of the Radisson – Némiscau lines includes one installation (Opinaca 1) of series capacitors and is located near the same Matagami – La Grande 2 road, approximately 185 km from the La Grande 2 powerhouse near little Opinaca Lake; its access route is 80 m long;

Site 3, which serves the La Grande 2 – Chissibi line includes one installation (Sakami) of series capacitors and is located near the road linking La Grande 2 to La Grande 3, approximately 105 km from the La Grande 2 powerhouse; its access route is 120 m long.

The overall dimensions of each of the three sites are about 19 m x 47 m.

Plate for the Series capacitors Project:

Plate 10: plan de situation

*See plan no.39 (Complementary Documents)*

1.7 Series compensation Project for the north-west network; Abitibi, Albanel, Chibougamau and Némiscau substations:

## Abitibi substation

### Expansion of Abitibi substation

Series compensators will be installed on each of the three lines connecting the Némiscau substation to the Abitibi substation, located approximately 38 km west of the municipality of Chapais.

The enlargement of the site for the installation of the series compensators is located in the northern part of the substation and requires a surface area of approximately 11.6 ha.

### Technical description

A three-phase set of series compensators will be installed along each of the three above-mentioned 735-kV lines. For each of the three phases, the following components will be installed on a platform supported by insulating towers:

capacitors;

varistors (non-linear resistance);

damping circuit including dry-type series reactor and resistor;

spark gap;

current and voltage transformers.

The three platforms of each of the lines will be fenced in, built about 8 m from the ground and insulated at 735 kV.

In addition, the installation as planned will include the following equipment:

bypass circuit breakers;

disconnect switches;

busbars mounted on post insulators;

control building;

monopode towers.

Furthermore, one set of shunt reactors will be installed at the starting point of the line connecting the Abitibi and La Vérendrye substations. The installation of a three-phase set of shunt reactors at 735 kV requires the following items:

shunt reactors;

air circuit breaker;

disconnect and grounding switches;

current transformers;

lightning arresters;

steel structures and supports;

fire walls when required;

oil retention basins and oil recovery well;

control and protection equipment.

## Albanel substation

#### Expansion of Albanel substation

Series compensators will be installed on each of the two lines connecting the Lemoyne substation to the Albanel substation located approximately 40 km east of the village of Nemaska. The passage of the 12<sup>th</sup> transmission line at the Albanel substation requires the installation of a third set of series compensators.

The enlargement of the northern part of the substation by 8.05 ha for series compensation equipment and of the southern part of the substation over 1.18 ha for the reactors is required. Overall, the extension requires a surface area of 9,23 ha.

#### Technical description

A three-phase set of series compensators will be installed along each of the three above-mentioned 735-kV lines. For each of the three phases, the components required are those described above for the Abitibi substation.

Furthermore, four sets of shunt reactors will be installed at the starting point of the lines connecting the Albanel substation to the Chissibi, Chibougamau and Lemoyne substations. Two of these sets are related to the 12<sup>th</sup> transmission line.

#### Chibougamau substation

##### Expansion of Chibougamau substation

Series compensators will be installed on each of the two lines connecting Albanel substation to Chibougamau substation located approximately 28 km south-west of the municipality of Chibougamau. The passage of the 12<sup>th</sup> transmission line at the Chibougamau substation requires the installation of a third set of series compensators.

North of the substation, the alignment of the access road will be modified over an area of 0.10 ha, corresponding to a length of 90 m. The site enlargement required for these new installations will cover 8.56 ha for series compensation, 0.28 ha for the inductors on the west side of the substation, and 0.38 ha for the set of shunt reactors located south of the substation. A total of 9.32 ha is required.

#### Technical description

A three-phase set of series compensators will be installed on each of the three above-mentioned 735-kV lines. For each of the three phases, the components required are those described above for the Abitibi substation.

Furthermore, two sets of shunt reactors will be installed at the starting point of the 12<sup>th</sup> transmission line connecting the Albanel and Chibougamau substations on the one hand and the Chibougamau and Chamouchouane substations on the other hand.

#### Némiscau substation

##### Expansion of Némiscau substation

Series compensators will be installed on each of the three 735-kV lines connecting the Radisson substation, located approximately 15 km south of the La Grande 2 powerhouse, to the Némiscau substation, located approximately 11 km east of the village of Nemaska.

The installation of series compensators requires the enlargement of the northern part of the substation and involves a surface area of approximately 8.6 ha.

#### Technical description

A three-phase set of series compensators will be installed on each of the three above-mentioned 735-kV lines. For each of the three phases, the components required are those described above for the Abitibi substation.

*[Amendment integrated]*

2 The preamble shall form part of this Agreement.

3 It is expressly acknowledged that none of the stipulations in this Agreement may be invoked by the Parties hereto or be interpreted as an admission on their part in support of or against their position or arguments which they might raise in any case or legal proceeding, in any forum whatsoever, with respect to a project other than those detailed herein or with respect to any allegations or conclusions, not directly related to a project, in such case or legal proceedings.

4 For greater certainty, the reference to legal proceedings in the preceding section includes the following legal proceedings, except that part of such proceedings which mentions one or more of the projects detailed herein:

- a) Grand Chief Matthew Coon Come et al. v. Her Majesty the Queen in Right of Canada et al. – F.C.T.D. 962-89;
- b) Grand Chief Matthew Coon Come et al. v. Hydro-Québec et al. – S.C.M. 500-05-004330-906;
- c) The Eastmain Band et al. v. Robinson et al. – F.C.T.D. 1512-91; A – 1071-91 (and in the Supreme Court of Canada, should leave to appeal thereto be sought and subsequently granted);
- d) Chief Kenneth Gilpin et al. v. Hydro-Québec et al. – S.C.M. 500-05-011892-922.

5 In this Agreement, the expression “James Bay and Northern Québec Agreement” or “JBNQA” means the agreement approved, given effect to and declared valid by Chapter 32 of the Statutes of Canada 1976-77 and the Statutes of Québec 1976, Chapter 46, as amended by Complementary Agreements Nos. 1 to 10 to the JBNQA.

6 As a consequence, Section 8 of the James Bay and Northern Québec Agreement is amended by adding as subparagraph 8.1.4.3 thereof section 1 hereof.

*[Amendment integrated]*

7 Complementary Agreement No. 11 shall come into force on the date of execution hereof.

**SIGNATORIES (CBBNQ 11)**

Signée à Montréal, le 8 janvier 1993

Signed at Montréal, January 8, 1993

ADMINISTRATION RÉGIONALE CRIE

CREE REGIONAL AUTHORITY

---

Le président, Matthew Coon Come, Chairman

HYDRO-QUÉBEC

---

Le président du Conseil et chef de la Direction,  
Richard Drouin,  
Chairman of the Board and Chief Executive Officer  
HYDRO-QUÉBEC

---

Le président et chef de l'exploitation,  
Armand Couture,  
President and Chief Operating Officer  
SOCIÉTÉ D'ÉNERGIE DE LA BAIE JAMES

---

Le président du Conseil,  
Armand Couture,  
Chairman of the Board  
SOCIÉTÉ D'ÉNERGIE DE LA BAIE JAMES

---

Le président-directeur général,  
Jean-Guy René,  
President and Chief Executive Officer

## **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 1 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 55<sup>th</sup> 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 55<sup>th</sup> 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 55<sup>th</sup> 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 55<sup>th</sup> 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, November 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

\_\_\_\_\_  
Christos Sirros

MAKIVIK CORPORATION

\_\_\_\_\_  
Jackie Koneak

## **Complementary Agreement no. 13**

(CBJNQ)

BETWEEN

The CREE REGIONAL AUTHORITY, a public corporation duly constituted under Chapter 89 of the Statutes of Québec, 1978, now R.S.Q., C. A-6.1, herein acting and represented by Dr Ted Moses, its chairman, duly authorized to execute this Agreement,

and

The SOCIÉTÉ D'ÉNERGIE DE LA BAIE JAMES, a corporation duly incorporated with its head office in Montréal, Québec, herein acting and represented by its President and Chief Executive Officer, Mr. Élie Saheb, duly authorized to execute this Agreement,

and

HYDRO-QUÉBEC, a corporation duly incorporated with its head office in Montréal, Québec, herein acting and represented by Mr. André Caillé, its President and Chief Executive Officer, duly authorized to execute this Agreement.

WHEREAS Hydro-Québec and the Société d'énergie de la Baie James entered into Complementary Agreement No. 9 to the James Bay and Northern Québec Agreement;

WHEREAS Hydro-Québec and the Société d'énergie de la Baie James wish to confirm that Complementary Agreement No. 9 did not affect, restrict, reduce, cancel or otherwise affect the rights, benefits and undertakings in favour of the James Bay Crees set out in the James Bay and Northern Québec Agreement, including its paragraph 8.10 and the other provisions of its Section 8;

WHEREAS the Cree Regional Authority, Hydro-Québec and the Société d'énergie de la Baie James have entered into an agreement concerning the Eastmain 1-A/Rupert Project;

WHEREAS this Agreement contains provisions concerning paragraph 8.1.3 of the James Bay and Northern Québec Agreement.

Now, therefore, the Parties hereto agree as follows:

**1** Hydro-Québec and the Société d'énergie de la Baie James undertake and confirm that Complementary Agreement No. 9 to the James Bay and Northern Québec Agreement between themselves and Makivik Corporation and dated October 21<sup>st</sup>, 1988, did not apply to the James Bay Crees and did not restrict, reduce, cancel or otherwise affect the rights, benefits and undertakings in favour of the James Bay Crees as set out in the James Bay and Northern Québec Agreement, including its paragraph 8.10 and the other provisions of its Section 8.

This undertaking and confirmation does not constitute a recognition by Hydro-Québec and the Société d'énergie de la Baie James of the rights, benefits and undertakings set out in paragraph 8.10 or of their scope.

**2** a) Hydro-Québec and the Société d'énergie de la Baie James, upon a special resolution of their respective board of directors, renounce to the benefit of the words "in relation to the N.B.R. Complex dealing with the development of the Nottaway, Broadback and Rupert Rivers hereinafter referred to as the N.B.R. Complex and" in the introductory part of paragraph 8.1.3 of the James Bay and Northern Québec Agreement;

b) Hydro-Québec and the Société d'énergie de la Baie James renounce in the same manner to the benefits conferred on them by sub-paragraphs a), b), c) and d) of paragraph 8.1.3 of the James Bay and Northern Québec Agreement;

c) The Cree Regional Authority accepts these renunciations.

*[Amendment integrated]*

**3** Section 8 of the James Bay and Northern Québec Agreement is amended by adding section 2 hereof as a sub-paragraph 8.1.4 to the James Bay and Northern Québec Agreement.

*[Amendment integrated]*

**4** Sub-section 8.7 of Section 8 of the James Bay and Northern Québec Agreement as amended by Complementary Agreement no. 4 is repealed.

*[Amendment integrated]*

**5** However, the following agreements shall continue to be in force and shall govern the Parties to such agreements:

a) the "Agreement on a Water Supply System in Eastmain" dated December 21<sup>st</sup>, 1998 and January 7<sup>th</sup>, 1999, between Hydro-Québec, the Société d'énergie de la Baie James and the Eastmain Band; and

b) the "Agreement to Describe and Ratify the Groundwater Solution in Eastmain" dated August 2000, also between Hydro-Québec, the Société d'énergie de la Baie James and the Eastmain Band.

**6** Section 1 of this Complementary Agreement is deemed to have been in effect since October 21<sup>st</sup>, 1988.

**7** Sections 2 and 3 of this Complementary Agreement shall come into effect at the time of the commencement of the construction of the Eastmain 1-A/Rupert as defined in the Agreement concerning a new relation between le Gouvernement du Québec and the Crees of Québec dated February 7<sup>th</sup>, 2002.

**8** This Complementary Agreement shall come into effect upon its signature by the Parties.

#### SIGNATORIES (CBJNQ 13)

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement, on the date and at the place hereinbelow indicated.

Signed at Waskaganish (Québec), on February 7, 2002

CREE REGIONAL AUTHORITY

---

Dr Ted Moses, Chairman

SOCIÉTÉ D'ÉNERGIE DE LA BAIE JAMES

---

Mr. Élie Saheb, President and Chief Executive

Officer

HYDRO-QUÉBEC

---

Mr. André Caillé, President and Chief Executive  
Officer

GOVERNMENT OF QUÉBEC

---

Mr. Rémy Trudel, ministre délégué aux Affaires autochtones

## 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

\_\_\_\_\_

\_\_\_\_\_

---

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

---

François Gendron

---

Edward Gilpin

Minister of Natural Resources

Chief of the Eastmain Band

---

Paul Gull

Chief of the Waswanipi Band

## **Complementary Agreement no. 15**

(CBJNQ)

BETWEEN

The CREE REGIONAL AUTHORITY, a legal person duly established in the public interest under an *Act respecting the Cree Regional Authority*, R.S.Q. c. A-6.1, herein acting and represented by Ted Moses, its Chairman, duly authorized to execute this Complementary Agreement;

AND

The GOVERNMENT OF QUÉBEC (referred to as “Québec”) herein represented by Linda Goupil, ministre d'État à la Solidarité sociale, à la Famille et à l'Enfance, by Rémy Trudel, ministre d'État à la Population, aux Régions et aux Affaires autochtones et ministre responsable des Affaires autochtones and by Michel Létourneau, ministre délégué aux Affaires autochtones et ministre délégué au Développement du Nord québécois;

WHEREAS Section 30 of the *James Bay and Northern Québec Agreement* stipulates that the Income Security Program for Cree Hunters and Trappers (referred to as “the program”) shall ensure that hunting, fishing and trapping shall constitute a viable way of life for the Cree people and that individual Crees who elect to pursue such way of life shall be guaranteed a measure of economic security consistent with conditions prevailing from time to time;

WHEREAS Section 30 of the *James Bay and Northern Québec Agreement* further provides that the program shall ensure that as an alternative to transfer payment or guaranteed annual income programs existing from time to time there exists through the program effective incentive to pursue harvesting as a way of life for the Cree people;

WHEREAS Section 30 of the *James Bay and Northern Québec Agreement* provides that Québec and the Cree Regional Authority shall from time to time review the operation of the program and may by mutual consent make any adjustments necessary for the proper functioning of or to give effect to the program;

WHEREAS Section 30 of the *James Bay and Northern Québec Agreement* and the *Act respecting income security for Cree hunters and trappers who are beneficiaries under the Agreement concerning James Bay and Northern Québec*, R.S.Q. c. S-3.2 provide that the Cree Hunters and Trappers Income Security Board (hereinafter referred to as “the Board”) may recommend when and how revisions to the program should be made;

WHEREAS in December 1995 the Board submitted to Québec and the Cree Regional Authority recommendations respecting the revision of the program;

WHEREAS representatives of Québec and the Cree Regional Authority have considered the said recommendations, the stated objectives of the program and the changing circumstances and requirements of the program and have agreed on modifications to the program and program payments which are necessary and appropriate;

WHEREAS the parties hereto have determined that, given the extent of the modifications to the program agreed upon, it is appropriate to amend the *James Bay and Northern Québec Agreement* by replacing the present text of Section 30 in its entirety.

NOW, therefore, the parties hereby agree as follows:

### **Section 30 Amended and Replaced**

1. The parties hereto amend the *James Bay and Northern Québec Agreement* (hereinafter referred to as “the Agreement”) by replacing Section 30 of the Agreement in its entirety by the new Section 30 attached hereto as Schedule 1 to form part hereof. For greater certainty, the parties confirm their agreement respecting the annual review of the person/day limit for the program provided at paragraph 4 of Complementary Agreement No. 8 to the Agreement executed on September 27, 1988.

*[Amendment integrated]*

#### **Continuation of the Program and Protection of Rights**

2. The parties agree that notwithstanding that Section 30 of the Agreement is being replaced by the new Section 30 attached as Schedule 1 to this Complementary Agreement:

i) this shall not affect the validity of any actions, decisions, resolutions, by-laws, regulations or any other acts validly undertaken in virtue of the program as it existed prior to the coming into force of this Complementary Agreement;

ii) the Income Security Program for Cree Hunters and Trappers referred to in Section 30 of the Agreement shall be continued as amended by the new Section 30 attached hereto as Schedule 1 and reference to “the program” in this new Section 30 shall include, where the context allows, and with respect to the period prior to the coming into force of this Complementary Agreement, the program as it existed up to the coming into force of this Complementary Agreement;

iii) for greater certainty, the coming into force of this Complementary Agreement shall not in and of itself affect rights, benefits, eligibility or entitlements in place at the coming into force of this Complementary Agreement but such rights, benefits, eligibility or entitlements shall become subject to the terms of the new Section 30 from the coming into force of this Complementary Agreement.

#### **Research Project**

3. In order to provide the Cree hunters and trappers, members of the Board, Cree entities, the ministère de l'Emploi et de la Solidarité sociale and all other responsible Québec departments, basic information on programs, resources and agreements likely to assist Cree hunters and trappers in conducting their activities, the parties hereto agree to establish forthwith a research project the details of which are set out at Schedule 2 attached hereto to form part hereof.

#### **Implementation**

4. The amendments to the Agreement set out in Schedule 1 attached hereto to form part hereof shall become operational and be implemented for the program year 2002-3.

## Annex 1 to Complementary Agreement No. 15

### CHAPTER 30 Income Security Program for Cree Hunters and Trappers

#### 30.1 Definitions

30.1.1 “Beneficiary unit” shall mean: A family or an unattached individual eighteen (18) years of age or over.

30.1.2 “Community improvement program” shall mean: A project authorized by the local government designed to improve the living conditions in the Cree community and funded by government programs or community funds.

30.1.3 “Consorts” shall mean: Two persons of the opposite sex or of the same sex who, taking into account Cree custom, are married or live together in a *de facto* union.

30.1.4 “Daily net allowance” shall mean: The amount payable per day pursuant to paragraph 30.4.3 less the contribution payable by a beneficiary to the Insurance Fund.

30.1.5 “Dependent child” shall mean: An unmarried child, whatever his or her filiation and taking into account established Cree custom, who depends for his or her support upon the head of family for the greater part of the year or while in the bush and who:

- a) is less than eighteen (18) years of age, or
- b) is eighteen (18) years of age or older and is attending on a full time basis secondary school in the regular stream, or
- c) is eighteen (18) years of age or older, is handicapped and is not receiving financial support or assistance in respect of his or her handicap.

30.1.6 “Disaster” shall mean: An event such as a flood or a forest fire, whatever the cause, resulting in one or more beneficiary units being required to reduce their harvesting and related activities on a scale determined to be significant by the Board.

30.1.7 “Enrolled” shall mean: Having one’s name on the definitive list referred to at paragraph 30.6.4.

30.1.8 “Family” shall mean: Taking into account established Cree custom, consorts with or without a dependent child or an adult with one or more dependent children.

30.1.9 “Far Harvesting Region” shall mean: In respect of a beneficiary unit, the harvesting region associated with the Cree community where the head of the unit is registered for the purpose of the program, which is recognized specifically for the purpose of the program by Québec and the Cree Regional Authority as a “far harvesting region” and which is depicted on a map forming part, of Schedule I to this Section or on a modified map referred to at paragraph 30.4.9.

30.1.10 “Harvesting and related activities” shall mean:

- a) in the case of harvesting activities, all activities involved in the exercise of the right to harvest as provided in Section 24 excluding commercial fishing;
- b) in the case of related activities:
  - i) activities associated with harvesting activities generally carried out by women, and
  - ii) activities commonly practiced by those who also practice harvesting activities, including, inter alia:
    - 1) making or repairing equipment used in hunting, fishing and trapping activity;

- 2) preparation of food supplies, clothing, habitations, materials, equipment and land improvements necessary for harvesting activities;
- 3) picking and processing wild berries;
- 4) processing, transportation and marketing of the products of harvesting activities;
- 5) making of handicrafts from products of harvesting within the household;
- 6) remedial works, protection and enhancement of wildlife;
- 7) surveys or management of wildlife to assist harvesting activity;
- 8) transportation to and from bush camps and harvesting sites;
- 9) the work carried out as a member of a Local Income Security Program Committee, not exceeding ten days per year;
- 10) time spent in a mandatory course for firearm use not exceeding 3 days per year.

30.1.11 "Head of beneficiary unit" shall mean: A head of family or an unattached individual.

30.1.12 "Head of family" shall mean: The member of a family who habitually is the chief provider for the needs of such family, taking into account established Cree custom.

30.1.13 "Local Income Security Program Committee" shall mean: A committee contemplated by paragraph 30.5.14.

30.1.14 "Local Income Security Program List" shall mean: The list referred to in paragraph 30.5.14.

30.1.15 "Sickness" shall mean: A state resulting from illness or injury that prevents the conducting of harvesting or related activities.

30.1.16 "The basic guarantee under the program" shall mean: The sum of the benefits provided to a beneficiary unit referred to in paragraph 30.4.2.

30.1.17 "The basic guarantee under social aid" shall mean: An amount equal to the benefits available to a beneficiary unit in receipt of social aid which has no other source of income.

30.1.18 "The break-even point in the program" shall mean: The minimum level of income which, taking into account only the sum of the benefits provided for in paragraph 30.4.2 and the reduction rate provided for in paragraph 30.4.5, would leave a beneficiary unit in receipt of no such benefits.

30.1.19 "The break-even point under social aid" shall mean: The minimum level of income which would make any beneficiary unit ineligible to receive social aid benefits.

30.1.20 "Time conducting harvesting and related activities" shall mean: A number of days calculated as the total of:

a) the number of days spent away from permanently occupied settlements conducting harvesting and related activities computed so as to include the number of days from each date of departure from such settlement to each date of return to such settlement inclusive, and including single days a major portion of the daylight part of which was spent away from permanently occupied settlements conducting harvesting and related activities;

b) the number of days spent in such settlement and actually spent in the conduct of harvesting and related activities.

30.1.21 "Time spent in salary or wage employment" shall mean: The number of days spent in work that is not a harvesting or related activity and for which the individual received salary or wage.

30.1.22 “Transfer payment programs” shall mean: Family and youth allowances, government old age security pensions, veterans’ pensions and allowances, social aid, mother’s allowances, manpower training allowances, payments to the blind or disabled, guaranteed income supplement for the aged, social assistance for Indians or Inuit and other such programs as may exist from time to time.

## **30.2 General Provisions**

30.2.1 An income security program (herein referred to as “the program”) to provide an income guarantee and benefits and other incentives for Cree people who wish to pursue harvesting activities as a way of life is established by and in accordance with this Section.

30.2.2 Subject to the terms of Sub-Section 30.7, the funding of the program established by and in accordance with this Section shall be the responsibility of Québec which shall ensure at all times that the necessary funds are provided to give full effect to the program.

30.2.3 Subject to and in accordance with the provisions of Sub-Section 30.10, the program shall be at least as generous as any guaranteed annual income program of general application that may be established or exist from time to time in Québec whether such program is established or funded by Canada or Québec. This program must also offer advantages equivalent to those granted under any maternity benefit program of general application in Québec.

30.2.4 Notwithstanding anything in this Section, every Cree person shall have the right to benefit, if eligible under such programs, from any transfer payment, workmen’s compensation, employment insurance programs, Canada and Québec Pension Plans and other social insurance programs existing from time to time in Québec, whether established and funded by Québec or Canada.

30.2.5 A person benefiting from the program shall not be entitled to combine the benefits from the program with benefits from social aid, social assistance for Indians or Inuit or guaranteed annual income programs of general application existing from time to time in Québec provided that such person, if eligible, may elect from time to time to benefit from such programs in place of the program.

30.2.6 The payments made pursuant to Sub-Sections 30.4, 30.7 and 30.8 shall be offset against benefits payable for the same period under any social aid, social assistance for Indians or Inuit, guaranteed income supplement for the aged or guaranteed annual income programs of general application existing from time to time in Québec.

30.2.7 Payments under the program shall be made to beneficiary units and established on the basis of such beneficiary units in the manner provided in this Section.

30.2.8 The program shall ensure that hunting, fishing and trapping shall constitute a viable way of life for the Cree people, and that individual Crees who elect to pursue such way of life shall be guaranteed a measure of economic security consistent with conditions prevailing from time to time.

30.2.9 The program shall ensure that as an alternative to transfer payments or guaranteed annual income programs existing from time to time there exists through the program effective incentive to pursue harvesting as a way of life for the Cree people.

30.2.10 The establishment whether by Canada or Québec of guaranteed annual income programs of general application shall not prejudice the rights and guarantees under the program in favour of the Crees established by and in accordance with this Section. However, beneficiaries under the program shall not be entitled to benefit from more than one such program at the same time at their option.

## **30.3 The Right to Benefit and Eligibility**

### **I. Eligibility**

30.3.1 Every Cree person eligible pursuant to Section 3 of the Agreement and ordinarily resident in Québec shall have the right to benefit under the program provided such person is eligible in accordance with the terms and conditions set forth in this Section.

30.3.2 With the exception of a beneficiary unit contemplated by sub-paragraph 30.3.3 i), for a beneficiary unit to be eligible in any given year:

- a) the name of its head must appear on the Local Income Security Program List submitted to the Board no later than June 30 of each year or such other date as may be established by the Board, or on an amended list, if any, submitted to the Board no later than September 15 of each year or such other date as may be established by the Board, or
- b) if no Local Income Security Program List has been submitted as provided in sub-paragraph a), the name of its head must appear on the last Local Income Security Program List submitted to the Board, or
- c) if no Local Income Security Program List has ever been submitted to the Board, the beneficiary unit must have been enrolled in the program in the preceding year under the terms of paragraph 30.3.3.

30.3.3 Eligibility to benefits under the program shall be determined in the manner provided in paragraph 30.3.2 and this paragraph. Subject to paragraphs 30.3.2 and 30.3.6, the following beneficiary units shall be eligible:

- a) any beneficiary unit the head of which in the preceding year spent more time conducting harvesting and related activities than time spent in salary or wage employment, excluding, both in the case of harvesting and related activities and salary and wage employment, time spent in guiding, outfitting or commercial fishing or in receipt of employment insurance, workmen's compensation, or manpower training allowances, provided that the head of such beneficiary unit spent at least one hundred and twenty (120) days conducting harvesting and related activities of which at least ninety (90) days were spent away from the settlement conducting such activities, or
- b) any beneficiary unit which in the preceding year derived the greater part of its earnings, excluding earnings from guiding, outfitting or commercial fishing, from harvesting and related activities, or
- c) any beneficiary unit which in the preceding year was eligible under a) or b) and a member of which in the preceding year suffered from sickness or was the victim of an accident during the exercise of harvesting and related activities which, in either case, resulted in such beneficiary unit not being eligible under a) or b), or
- d) any beneficiary unit which in the preceding year was eligible under a) or b) and a member of which in the preceding year was the victim of an accident during seasonal employment as a result of which she became eligible for workmen's compensation and which also resulted in such beneficiary unit not being eligible under a) or b), or
- e) any beneficiary unit which in the preceding year was eligible under a) or b) and the head of which in the preceding year was forced to abandon or diminish her harvesting and related activities as a result of government action, development activities, or in order to allow animal populations to increase to a harvestable level, which resulted in such beneficiary unit not being eligible under a) or b), or
- f) any beneficiary unit which in the preceding year was eligible under a) or b) and which in the current year is not eligible under a) or b) as a result of the head of such beneficiary unit having been engaged in a manpower, upgrading, training or other self-improvement program in the preceding year, or
- g) any beneficiary unit which in the preceding year was eligible under a) or b) and which in the current year is not eligible under a) or b) as a result of the head of such beneficiary unit having been engaged in temporary employment on a community improvement program or project during the preceding year, or

h) any beneficiary unit which, in the preceding year, was eligible under a) or b), and whose head, during the preceding year was unable to participate in harvesting and related activities as a result of her pregnancy, its effects, or care of her infant, making the beneficiary unit ineligible under a) or b), or

i) any beneficiary unit which is not eligible under a) or b) because during the preceding year its head was enrolled in an educational institution completing successfully at least a secondary V level education, or normally recognized equivalent studies, provided its head is under 25 years of age, or

j) any beneficiary unit which is not eligible under a) or b) because during the preceding year it was on a temporary leave from the program in accordance with paragraph 30.3.9, making the beneficiary unit ineligible under a) or b), or

k) any beneficiary unit which is not eligible under a) or b) because during the preceding year it was on a temporary leave from the program in accordance with paragraph 30.3.9 but which has obtained semi-active status under paragraph 30.3.11 and remains in compliance with subparagraph 30.3.12 a), or

l) any beneficiary unit which in the preceding year was eligible under a) or b) and which during the preceding year qualified under the terms of paragraph 30.3.11 to receive benefits in virtue of the semi-active status, or

m) any beneficiary unit which in the preceding year was not eligible under a) or b) but which had semi-active status under paragraph 30.3.11 and which remains in compliance with sub-paragraph 30.3.12 a), or

n) any beneficiary unit which in the preceding year was eligible under a) or b) and whose head during the preceding year was unable to participate in harvesting and related activities as a result of sickness or disaster making the beneficiary unit ineligible under a) or b) but which elected during that year to receive benefits in accordance with the terms and conditions of Sub-Section 30.7 provided that, in any event, the beneficiary unit remains in compliance with paragraph 30.3.6.

30.3.4 In the case of beneficiary units eligible under c), d), e), f), g), k), l), m) and n) of paragraph 30.3.3, such beneficiary units shall be considered eligible and shall have the right to receive the benefits provided under the program applicable to such beneficiary units in the current year and subsequent year subject to any restrictions provided in the program and, notwithstanding paragraph 30.2.5, the members of such beneficiary units shall have the right to receive any other transfer payments, workmen's compensation or employment insurance benefits, Canada Pension Plan or Québec Pension Plan benefits for which they may be eligible during such period.

30.3.5 Notwithstanding paragraph 30.3.2, a beneficiary unit shall continue to be eligible to receive income security benefits during the current year in spite of the death of the head of the beneficiary unit.

30.3.6 Where the head of a beneficiary unit is eligible to benefit from the provisions under Sub-Section 30.7 and elects to benefit from such provisions and provided that days spent in harvesting and related activities and days remunerated pursuant to Sub-Section 30.7 total at least 120 days in a program year, the beneficiary unit may maintain eligibility in the program on this basis for a period not exceeding 3 consecutive years unless the Board decides to extend such period.

30.3.7 The Board or a Local Income Security Program Committee may advise a person eligible under the program to leave the program for reasons of health or security or, if such person appears eligible, to apply to benefit in virtue of appropriate measures provided through the program.

30.3.8 Harvesting or related activities may be replaced, for the purpose of the eligibility of a beneficiary unit, by land development activities, to the extent and on the conditions determined by the Board after a specific activity has been the subject of a decision of the Minister pursuant to a recommendation of the Board to the effect that it be considered as a land development activity.

## II. Temporary Leave

30.3.9 A beneficiary unit shall be entitled to a temporary leave from the program for a period of up to 3 consecutive program-years unless the Board decides to extend such period and provided that:

- a) the head of a beneficiary unit has requested in advance from the Board a temporary leave;
- b) the temporary leave is required as a result of:
  - i) the head of a beneficiary unit or the consort being enrolled in a full time program in a school, university or other institution recognized by the Board for this purpose, or
  - ii) the head of a beneficiary unit or the consort being engaged in a regular full time job;
- c) the head of the beneficiary unit:
  - i) is between the ages of 21 and 26 years old inclusive and has been enrolled in the program as head of a beneficiary unit during the 3 program-years immediately preceding the commencement of the temporary leave, or
  - ii) has been enrolled in the program as head of a beneficiary unit during at least 10 program-years including the 5 program-years immediately preceding the temporary leave;
- d) the temporary leave will only be valid for the program-years during which the head of a beneficiary unit or the consort is actually in school, in training or in a regular full time job;
- e) the beneficiary unit availing itself of a temporary leave:
  - i) shall not, during the temporary leave, lose sick leave benefits already accumulated under the program to which it was entitled at the moment that its participation in the temporary leave commences, and
  - ii) does not have a right to any payment under the program save where the Board otherwise decides provided that such a decision respects the nature and objectives of the program.

## III. Semi-Active Status

30.3.10 The head of a beneficiary unit who wishes to reduce his or her harvesting or related activities or who for medical reasons must reduce those activities may request that the beneficiary unit be designated as semi-active.

30.3.11 A beneficiary unit may avail itself of semi-active status provided the head of the beneficiary unit:

- a) has no medical impediment to continue to conduct harvesting and related activities for a period of at least 20 days and at least 50% of any such period away from a settlement;
- b) has been enrolled in the program for at least 15 years inclusive of any years on temporary leave and including the 5 years immediately preceding the application respecting semi-active status;
- c) is of an age that, if added to the number of years he or she has been enrolled in the program including any years on temporary leave, the total is at least 80;
- d) continues to spend more time during the year conducting harvesting and related activities than time in salary or wage employment within the meaning of sub-paragraph 30.3.3 a).

30.3.12 A beneficiary unit contemplated in paragraph 30.3.10, must decide either:

- a) to maintain for a period up to 5 years, its eligibility for the program as a semi-active unit and to receive payments under the program to which it is entitled, or

b) to receive a lump sum representing 100 % of the value of the sick leave days accumulated by the head of the beneficiary unit and the consort paid at the daily net allowance in force during the last year in which that beneficiary unit was enrolled in the program.

30.3.13 In the case of a beneficiary unit availing itself of the semi-active status under the program:

a) if the beneficiary unit decides to maintain its eligibility in the program as provided at sub-paragraph 30.3.12 a), both the head of a beneficiary unit and the consort shall not be entitled to benefit from the program for a period of 5 years following either the end of the period referred to in sub-paragraph 30.3.12 a) or the end of the year during such period in which it loses eligibility;

b) if the beneficiary unit received the lump sum referred to at subparagraph 30.3.12 b), both the head of a beneficiary unit and the consort shall not be entitled to benefit from the program for a period of 10 years following the last year they were enrolled on the program;

c) if the head of a beneficiary unit or the consort dies, the surviving adult shall keep his or her rights to the benefits provided under the semi-active status for the period remaining for entitlement to those benefits on the conditions provided at paragraph 30.3.12 and this paragraph;

d) in the case of divorce or separation affecting a unit, each of the adults shall keep his or her rights to the benefits under semi-active status for the period remaining for entitlement to those benefits on the conditions provided at paragraph 30.3.12 and this paragraph.

#### **30.4 Calculation of Benefits**

##### **I. General**

30.4.1 The benefits under the program as of July 1, 2002 shall be calculated as provided for in this Sub-Section taking into consideration:

- a) the composition and size of the beneficiary unit eligible to benefit under the program, and
- b) the extent of harvesting and related activities of such beneficiary unit, and
- c) the amount of other income, and
- d) the harvesting region where the beneficiary unit conducted harvesting and related activities.

30.4.2 Any beneficiary unit eligible to benefit under the program shall be guaranteed a basic amount calculated as a sum of:

- a) an amount of \$ 3 818.00 for the head of the beneficiary unit and \$ 3 818.00 for the consort, and
- b) an amount of \$ 1 528.00 for each family and for each unattached individual not living with his parent, grandparent or child, and
- c) an amount of \$ 1 528.00 for each dependent child.

30.4.3 With respect to payment of daily allowances:

a) every beneficiary unit is entitled to receive a daily allowance in an amount of \$ 47.34 per adult for every day spent by the adult in the bush in harvesting or related activities, for every day, not exceeding 10 days per year, during which the adult participated as a member in the work of a Local Income Security Program Committee, for every day, not exceeding 3 days per year, during which the adult attended a mandatory course for firearms use and for every day during which the adult carried out land development activities referred to at paragraph 30.3.8, except:

- i) days for which the head of the beneficiary unit receives a salary for such activities;

ii) days for which the head of the beneficiary unit receives employment insurance or manpower training allowances;

iii) days for which the head of the beneficiary unit receives benefits under a statute as compensation replacing income;

iv) days for which the head of the beneficiary unit receives a salary for work other than harvesting or related activities;

b) in cases where a consort receives benefits, allowances or a salary referred to in sub-paragraph a), the beneficiary unit is not entitled to receive, for this consort, the daily allowance referred to in subparagraph a) for any day in respect of which the consort receives such benefits, allowances or salary;

c) the maximum number of days in a year for which a beneficiary unit may receive the amount provided in sub-paragraph a) is 240 days for each adult in the beneficiary unit except:

i) in the case of a beneficiary unit eligible under sub-paragraph 30.3.3 i) the maximum number of days in the first year for which a beneficiary unit may receive the said amount is 120 days for each adult in the beneficiary unit; and

ii) in the case of a beneficiary unit who is admitted to semi-active status under paragraph 30.3.11, the maximum number of days per year for which a beneficiary unit may receive the said amount is 119 days for each adult in the beneficiary unit;

d) subject to the provisions regarding indexation at paragraph 30.4.10, for the years 2003-4 and 2004-5 the amount of the daily allowance provided at sub-paragraph a) shall be adjusted by adding each year an amount of \$ 2.25.

30.4.4 For the purposes of this Sub-Section:

a) the words "other income" shall mean an amount equal to the sum of:

i) the income of the beneficiary unit from the sale of furs in excess of \$ 15,000.00 or such greater amount or amounts as may be determined by the Board;

ii) the amounts received pursuant to paragraphs 30.4.3 and 30.4.7;

iii) all net income from guiding, outfitting or commercial fishing and net income from harvesting and related activities, excluding income contemplated in sub-paragraph a) i);

iv) the net income from land development activities referred to at paragraph 30.3.8;

v) all other net income or salary from any other sources received by the members of the unit except net income received by a dependent child supplementary to his studies and not exceeding \$ 4 313.00, payments received by the unit in respect of child care, family allowances, old age security pensions and guaranteed income supplements, social aid payments and social assistance payments for Indians or any other income, salary or subsidy established by the Board;

vi) the amounts received pursuant to paragraph 30.4.6 and Sub-Sections 30.7 and 30.8;

b) for greater certainty, the words "other income" shall not include amounts received by a beneficiary unit as compensation as a result of hydro electric, mining or forestry development and that does not constitute a salary or income replacement.

30.4.5 Each beneficiary unit eligible to benefit under the program shall receive a sum equal to the amount determined pursuant to paragraph 30.4.2 less an amount equal to the sum of old age security pension payments received by the beneficiary unit and 40 percent of all other income.

## II. Maternity Benefits

### 30.4.6 With respect to payment of maternity benefits:

- a) when a woman who is the head of a beneficiary unit or who is the consort of the head of that unit is unable to participate in harvesting and related activities as a result of her pregnancy, its effects or care of her infant, the beneficiary unit has the right to maternity benefits under the program equivalent to those available under any maternity benefit program of general application in Québec;
- b) the Board shall determine, taking into account the daily allowance amount payable under paragraph 30.4.3 and the amount payable under paragraph 30.4.7, the period and the amount of the maternity benefits to be paid under this paragraph provided that the amount of such benefits may not exceed on a per diem basis the daily allowance payable under paragraph 30.4.3 combined, if applicable, with the amount payable under paragraph 30.4.7;
- c) notwithstanding sub-paragraph a), no maternity benefits shall be issued unless the Board determines, pursuant to criteria it establishes, that the woman, who is otherwise eligible to receive maternity benefits, would have participated in harvesting or related activities, and provided that she is not benefiting from a maternity benefit program of general application in Québec;
- d) maternity benefits are payable only after the Board has received documentation it considers adequate certifying the pregnancy of the woman requesting the benefits, the effects of the pregnancy or the care of her infant.

## III. Far Harvesting Region

30.4.7 In addition to the amount provided at paragraph 30.4.3, each adult in a beneficiary unit is entitled to receive an additional amount equal to 30 % of the amount provided under paragraph 30.4.3 for harvesting and related activities in a far harvesting region provided that:

- a) such harvesting and related activities are conducted during the period fixed by the Board for the Cree community in which the unit is registered provided that for each Cree community such period, even if varying between communities, shall begin during the Fall season and cover 180 consecutive days;
- b) the amount is only payable in respect of days claimed for which the member of the unit spent the full 24 hours in the far harvesting region;
- c) the number of days per adult per program-year for which this amount is payable shall not exceed 180.

30.4.8 The far harvesting regions are depicted in the set of maps attached as Schedule I. A set of the maps contained in Schedule I certified by the Board shall be held on deposit by the Board.

30.4.9 The following procedure shall apply to any modifications to the maps depicting the far harvesting regions:

- a) the Board may modify the maps depicting the far harvesting regions which presently form part of Schedule I to this Section or any successor map provided that:
  - i) any such modification is made by unanimous decision of the members present at the meeting considering the matter;
  - ii) a copy of the modified map certified by the Board is on deposit with the Board;
  - iii) copies of the modified map certified by the Board are provided to each of the Chairman of the Cree Regional Authority and the Minister within 30 days of the decision of the Board.
- b) Schedule I to this Section shall be deemed to be modified in accordance with the decision of the Board referred to at subparagraph a) thirty days following the date of the said decision.

#### IV. Indexation

30.4.10 Subject to paragraph 30.10.8, the dollar amounts provided for in this Sub-Section shall be indexed annually according to the increase in the cost of living in Québec. If a cost of living index for the Territory computed on a basis similar to that available in Québec becomes available, the Board may by unanimous decision of the members present at the meeting considering the matter, decide to use this index.

#### 30.5 Administration of the Program

##### I. Cree Hunters and Trappers Income Security Board

30.5.1 There is established the Cree Hunters and Trappers Income Security Board (hereinafter referred to as the “Board”). The Board may also be designated under the name in Cree of “NDOO-WHO SHOO-YAN OUJEMAOCH” and under the name, in French of “Office de la sécurité du revenu des chasseurs et piégeurs cris”.

30.5.2 The Board is a legal person within the meaning of the Civil Code of Québec and shall have the general powers of such a legal person and such special powers as are assigned to it by statute.

30.5.3 The Board shall have 6 members. The Cree Regional Authority and Québec shall each appoint three (3) members and shall pay the remuneration and expenses of their respective members.

30.5.4 Four (4) members shall constitute a quorum provided two (2) members appointed by each party are present.

30.5.5 The members of the Board shall each have one (1) vote.

30.5.6 The respective parties shall appoint a Chair and Vice-Chair of the Board who shall hold office for one (1) year from among their appointees in the following manner:

- a) in the first year of the operation of the Board, the Chair shall be appointed by Québec and the Vice-Chair shall be appointed by the Cree Regional Authority;
- b) in the second year of the operation of the Board, the Chair shall be appointed by the Cree Regional Authority and the Vice-Chair shall be appointed by Québec;
- c) in subsequent years, the appointment of the Chair and Vice-Chair of the Board shall take place in the sequence set forth in sub-paragraphs a) and b).

30.5.7 In the absence of the Chair, the Vice-Chair shall act as Chair.

30.5.8 The Chair of the Board shall have a second and deciding vote.

30.5.9 Unless otherwise specifically provided elsewhere in this Section, where it is provided that the Board decides or otherwise acts, it shall do so only in virtue of the vote of the majority of the members present at the meeting considering the matter provided that at least one member appointed by the Cree Regional Authority and one member appointed by Québec form part of the majority.

30.5.10 In addition to the other functions and duties of the Board provided for in this Section, the Board shall:

- a) examine the applications for income security benefits transmitted by the local administrator pursuant to paragraph 30.6.3 in light of the Local Income Security Program List in force on September 15 and draw up a definitive list of beneficiaries eligible for the program;
- b) review all protests and claims resulting from the operation of the program or the procedures established for the program or any other matter contemplated in this Section;

- c) review the operation of the program and procedures established for the program and participate at the request of the Minister in the evaluation of the results of the program;
- d) supervise the administration of the program and procedures established for the program;
- e) establish, pursuant to paragraph 30.4.10, the annual adjustment of the dollar amounts provided for in this Section and where appropriate the cost of living rate to which the payments under the program established by this Section shall be indexed;
- f) establish the administrative procedures and criteria, consistent with the terms of this Section, necessary to implement the program and modify such procedures and criteria from time to time on the basis of experience with the operation of the program;
- g) consult the appropriate local administrator or administrators in all matters respecting the operation of the program in any Cree community or communities;
- h) prepare an estimate of the annual costs of the program for each Cree community, including an amount for each beneficiary unit eligible, and obtain from Québec the funds necessary to cover such costs;
- i) prepare a budget for its own operations and obtain from Québec the funds necessary to cover such costs;
- j) recommend or determine, as the case may be, when and how revisions to the program should be made as provided in Sub-Sections 30.10 and 30.11;
- k) fulfill for a given Cree community the duties of the local administrator contemplated in paragraph 30.5.13 if there is no local administrator in such community;
- l) recommend to the Minister the specific activities to be designated as land development activities and determine the extent to which and the conditions upon which such activities may replace harvesting and related activities for the purposes of the eligibility of a beneficiary unit;
- m) determine, for the purposes of sub-paragraph 30.4.4 a) i), any amount or amounts from the sale of furs greater than \$ 15,000.00 which amounts may vary according to categories of beneficiaries, revenues, territories where harvesting and related activities are carried out or the manner in which such activities are exercised;
- n) determine the income, salaries and subsidies to be excluded pursuant to sub-paragraph 30.4.4 a) v);
- o) determine the criteria and conditions for maternity benefits contemplated in paragraph 30.4.6;
- p) determine the amount of the daily benefits, which may not exceed that provided in sub-paragraph 30.4.3 a) and paragraph 30.4.7 and the maximum number of days for which a beneficiary unit may receive maternity benefits, which may not exceed 240 days;
- q) establish the conditions and procedures for reimbursement of the overpayments contemplated in sub-paragraph 30.6.8 f);
- r) establish rules relating to the application of benefits of the head of a beneficiary unit referred to at sub-paragraph 30.3.3 i);
- s) establish rules concerning the conditions of eligibility and participation in regard to temporary leave as provided at paragraph 30.3.9;
- t) decide, in the case of a beneficiary unit entitled to a temporary leave under paragraph 30.3.9, whether such unit may continue to be eligible for temporary leave after 3 consecutive years;
- u) establish, for the purposes of temporary leave from the program, what institutions should be recognized under sub-paragraph 30.3.9 b) i);

- v) decide, in the case of temporary leave from the program, whether a beneficiary unit may, by exception, continue to receive payments under the program as provided at sub-paragraph 30.3.9 e) ii);
- w) where appropriate, advise a person eligible under the program to leave the program for reasons of health or safety or to apply to benefit under other measures provided through the program;
- x) establish the period for each Cree community during which beneficiary units conducting harvesting and related activities in a far harvesting region are entitled to receive an additional amount as provided at paragraph 30.4.7;
- y) determine the information required to be provided by a beneficiary unit respecting time spent conducting harvesting and related activities in a far harvesting region;
- z) establish from time to time the dates on which Local Income Security Program Lists or amended Local Income Security Program Lists must be submitted to the Board;
- aa) determine for the purposes of the sick leave provisions under the program:
  - i) any person other than a doctor who may certify that the individual was unable to practice harvesting or related activities as provided at sub-paragraph 30.7.17 a);
  - ii) any different reference period referred to at sub-paragraph 30.7.17 d);
- bb) make recommendations concerning modifications to the sick leave provisions as provided at sub-paragraph 30.7.31 b);
- cc) administer the Insurance Fund and hold the Insurance Fund in trust as provided at Sub-Section 30.7;
- dd) determine whether the effects of an event such as a flood or a forest fire are of such significant scale as to qualify as a disaster within the meaning of paragraph 30.7.9;
- ee) determine, as provided at Sub-Section 30.8, what events shall constitute a catastrophe and make recommendations to the Minister;
- ff) fulfill the duties and roles provided in respect of the mechanism for review of the implementation and application of Section 30 as provided at paragraph 30.10.10;
- gg) modify the maps depicting the far harvesting regions forming part of Schedule I of this Section or any successor map referred to at paragraph 30.4.9;
- hh) adopt such administrative rules as it deems necessary and appropriate to give effect to the provisions of this Section.

30.5.11 A measure adopted by the Board under sub-paragraph 30.5.10 n) must be approved by the Minister.

## II. Local Administrator

30.5.12 For each Cree community, the Board shall, following consultations with the responsible Cree local government, appoint a local administrator for the community who shall be an employee of the Board and who shall have an office in the community.

30.5.13 The local administrator shall:

- a) receive annually applications for income security benefits submitted in the Cree community where he or she carries on his or her duties;
- b) see to the proper functioning of the program and the procedures provided for and in accordance with this Section at the community level;

- c) see to the distribution and payment to heads of beneficiary units of sums due in accordance with the provisions of this Section;
- d) keep accurate and verifiable records of all payments made to heads of beneficiary units and costs incurred in administration under this program, in accordance with the procedures and criteria established by the Board;
- e) assist members of beneficiary units to apply for and prepare all necessary documentation respecting eligibility and benefit forms under the program, and other relevant information;
- f) collect and preserve all necessary documentation respecting eligibility and benefits under the program, according to the procedures and criteria established by the Board.

### III. Local Income Security Program Committee

30.5.14 A Cree community shall establish a local committee to prepare a list of persons who are recognized by community custom to be practicing harvesting and related activities as a way of life in compliance with the harvesting traditions and rules of the community.

30.5.15 With respect to the composition of the local committees:

- a) a local committee shall be composed of not fewer than three and not more than seven members;
- b) the members shall be chosen for a fixed period in accordance with the custom of the Cree community by and among the adults who are or have previously been beneficiaries of the program, provided that one member may be designated by the Council of the Band, as defined in the *Cree-Naskapi (of Québec) Act*, S.C. 1984, c. 18, from among its members;
- c) upon its establishment, the committee shall post a notice of its membership in a public place within the Cree community in question;
- d) at the end of their term, the members shall remain in office until they are replaced or reappointed.

30.5.16 The names of local committee members must be submitted to the Board upon the establishment of the local committee. The Board shall also be informed of who among the members, will direct the activities of the committee, coordinate its work and act as a liaison between the committee and the Board.

30.5.17 A quorum for sittings of a local committee shall be at least a majority of the members.

30.5.18 A local committee may adopt rules of procedure concerning the implementation of paragraphs 30.5.14 to 30.5.20. These rules shall be transmitted to the Board. They shall come into force as soon as they are posted by the local committee in a public place within the Cree community in question.

30.5.19 No later than June 30 of each year or such other date as may be established by the Board, the most recent list prepared by a Local Income Security Program Committee pursuant to paragraph 30.5.14 shall be submitted to the Board and posted in a public place within the Cree community in question.

30.5.20 The duties and authority of the Local Income Security Program Committee shall include among others:

- a) to make recommendations to the Board in regard to any aspect of the design, administration or operation of the program in the Cree community where it carries out its duties;
- b) to consult and exchange information deemed necessary by the Board on any matter regarding the design, administration or operation of the program in the Cree community where it carries out its duties;
- c) to prepare the list referred to at paragraph 30.5.14;
- d) to advise a person eligible under the program as provided at paragraph 30.3.7.

**30.6 Procedures**

30.6.1 For the purpose of the program, the program-year shall commence on July 1 of each year.

30.6.2 Each applicant for benefits under the program shall submit an application between July 1 and July 31 each year, unless prevented from doing so by harvesting or related activities, training, education or employment away from the settlement, sickness, accident or other similar circumstances.

30.6.3 No later than August 1 of each year or such other date as may be established by the Board, the local administrator shall transmit to the Board the applications for income security benefits submitted in the Cree community where his or her duties are carried out.

30.6.4 The Board shall review the applications referred to in paragraph 30.6.3 in the light of the Local Income Security Program Lists prepared and submitted by the Local Income Security Program Committees, shall draw up the definitive list of beneficiaries eligible for the program and shall calculate the required funds for each Cree community for the operation of the program during the current year, including administration costs of the program for the current year, taking into account in the estimated total costs any surplus or deficit resulting from the operation of the program in the preceding year.

30.6.5 The Board shall, on the basis of the calculation referred to at paragraph 30.6.4, submit to the Minister a request for the necessary funds for a given period to be determined from time to time by the Board and the Minister shall transfer to the Board, within thirty (30) days of the receipt of such request, the necessary funds to cover the costs of the program including administrative costs for such period.

30.6.6 No later than August 31 of each year, the Board may transfer to the local administrator amounts determined from time to time by the Board sufficient to cover the special payments referred to at paragraph 30.6.9 provided that the amount available to each local administrator is at least equal to 25 % of the total amount paid to beneficiary units in his community in the preceding year.

30.6.7 All funds transferred by the Board to a local administrator shall be held by such local administrator in segregated trust accounts for the specific purpose of payments to heads of beneficiary units in accordance with the provisions of this Section and administration costs incurred by the said local administrator in connection therewith.

30.6.8 The Board shall distribute payments to the heads of beneficiary units through the office of the local administrator, subject to the following provisions:

- a) the first payment, equal to one quarter of the estimated total annual payment, shall be made on or about September 1, the second payment on or about January 2, the third payment on or about April 1 and the fourth payment on or about June 30;
- b) any balance shall be paid after the submission of the information contemplated in paragraph 30.6.11, on the date determined by the Board;
- c) where the head of the beneficiary unit or the consort does not intend to return to his or her settlement before January 2, the payment to be made on September 1 shall be equal to half of the estimated total annual payment;
- d) the Board shall make payments directly to a consort upon request by the consort, in accordance with the criteria established by the Board;
- e) the Board may also, if it considers it necessary and in accordance with the criteria it stipulates, grant to the consort, rather than to the head of the beneficiary unit, the payments due to the unit or that part of the payment attributable to the consort;

f) where the head of the beneficiary unit or the consort has received an amount exceeding that payable for one year, the overpayment must be reimbursed in accordance with the conditions and procedures established by the Board, within the two years following the subsequent application for income security benefits;

g) in the event of the death of the head of a beneficiary unit or the consort in the period following the first payment in a program year and prior to the second payment, the minimum to be paid to the beneficiary unit in respect of the deceased shall be equal to at least a quarter of the estimated total annual payment established for the deceased for the year;

h) the Board may modify any date stipulated in sub-paragraphs a) or c).

30.6.9 Notwithstanding paragraph 30.6.8, the local administrator may issue payments to heads of beneficiary units or the consorts in the following cases:

a) a head of a beneficiary unit or the consort who intends to be absent from the settlement for a period of ten (10) consecutive days or more for the purpose of conducting harvesting and related activities and who has not received the special payment under sub-paragraph 30.6.8 c) for the said period shall be entitled to receive from the local administrator an advance upon his or her next regular payment in the amount of \$ 100.00 per eligible adult in the beneficiary unit;

b) in the event that a head of a beneficiary unit or the consort does not receive from the Board the payment due to him or her pursuant to subparagraphs 30.6.8 a) or c), the local administrator may issue such payment from the funds held by him.

30.6.10 The amount paid under paragraph 30.4.7 shall be paid at the end of the program-year or such other time as may be established by the Board.

30.6.11 Every head of a beneficiary unit shall be required to provide the local administrator with information for the year just ended and with estimated information for the year just commencing respecting the following:

a) information respecting his family necessary for the calculation referred to in paragraphs 30.4.2 and 30.4.3;

b) the amount of time spent conducting harvesting and related activities ;

c) the amount of time spent in wage employment;

d) the revenue derived from such harvesting and related activities and such wage employment;

e) any pertinent information respecting other income referred to in paragraph 30.4.4;

f) information in accordance with the requirements of the Board indicating the amount of time spent conducting harvesting and related activities in a far harvesting region.

30.6.12 The information referred to in paragraph 30.6.11 may be provided in the form appropriate to local circumstances, including in the form of diaries or affidavits.

30.6.13 The local administrator shall collect such information and forward it to the Board.

30.6.14 Québec and the Board shall have the right to verify or audit all procedures, books and documents provided for in this Section and shall have the right to withhold or reclaim funds or adjust allocations of funds in the event of overpayment or abuse.

### **30.7 Sick Leave, Disaster and Insurance Fund**

#### **I. General**

30.7.1 The purpose of this Sub-Section is to provide compensation, complete or partial, for the loss of income that beneficiaries under the program incurred as a result of not being able to conduct harvesting or related activities due to sickness or a disaster.

30.7.2 The days paid pursuant to the provisions of this Sub-Section shall be paid from the Insurance Fund referred to at paragraph 30.7.18.

30.7.3 The days paid pursuant to the provisions of this Sub-Section are not included in the total number of remunerated person/days referred to at paragraph 30.11.1.

## II. Sick Leave

30.7.4 During the 5 years following the coming into force of this Sub-Section, each program beneficiary shall accumulate, in an individual bank of days, for sick leave in accordance with the number of days remunerated pursuant to paragraph 30.4.3 on the following basis per program-year:

DAYS REMUNERATED	DAYS OF SICK LEAVE
Between 1 to 99	1
between 100 to 149	2
between 150 to 199	3
200 and more	4

30.7.5 The maximum number of sick leave days that can be accumulated by a program beneficiary shall be 240.

30.7.6 The members of a beneficiary unit may pool their sick leave days together, however, a member of a unit may only use the sick leave days of the consort after having first completely used his or her own sick leave days and only with the approval of the consort.

30.7.7 There shall be an annual communal bank of days comprising the sum of the days that can be remunerated through the contributions collected during the program year pursuant to paragraph 30.7.20 less the total number of days allocated to the beneficiaries of the program during the program year pursuant to paragraph 30.7.4.

30.7.8 The maximum number of days that can be included in the communal bank each year shall be 2000.

30.7.9 The days included in the communal bank shall first be used to remunerate losses due to disasters up to a maximum of 500 days for each program year. The Board shall determine whether the effects of an event such as a flood or a forest fire are of such significant scale as to qualify as a disaster.

30.7.10 The following provisions shall apply to payments made pursuant to paragraph 30.7.9:

- a) the daily benefit paid shall be equal to the daily net allowance;
- b) payments shall be made only for the program year during which the disaster occurred unless otherwise determined by the Board;
- c) the days remunerated must fall within a period of the year corresponding to the period of the preceding year, or years as determined by the Board, during which harvesting and related activities were conducted by the beneficiary unit;
- d) the days remunerated shall not have the effect of increasing benefits payable to a beneficiary unit beyond the number of days normally remunerated for that unit as determined by the Board and in any event shall not result in an individual receiving remuneration for days exceeding the total number of days for which each adult in a beneficiary unit may receive payments as stipulated at sub-paragraph 30.4.3 c);

e) the days paid shall not be included in the total number of remunerated person/days stipulated at paragraph 30.11.1;

f) no contributions referred to at paragraph 30.7.20 need be paid in respect of the days remunerated.

30.7.11 In cases of sickness, a beneficiary may, after using all sick leave days that he or she has accumulated, be further remunerated from the communal bank:

a) up to the number of days corresponding to his or her share of the days allocated to the unit for the program year in a case where the consort has not consented to the use of his or her individual bank of sick leave days as provided in paragraph 30.7.6; or

b) up to the number of days allocated to the unit for the program year in a case where the consort has consented to the use of his or her individual bank of sick leave days, as provided in paragraph 30.7.6, and those days have been used.

30.7.12 In the event that a beneficiary dies during a program year:

a) the sick days accumulated by the beneficiary shall be cancelled at the end of the program year without compensation or reimbursement to the beneficiary unit;

b) the consort however may during the program year use the sick days accumulated by the deceased beneficiary.

30.7.13 In the event of a separation or divorce, each beneficiary shall keep the number of sick days that he or she has accumulated.

30.7.14 A beneficiary may retain the sick days he or she has accumulated for 3 consecutive program years during which his or her unit is not enrolled under the program or during the time the unit is granted a temporary leave after which the beneficiary who is still not part of a unit that is enrolled under the program shall lose the days that he or she has accumulated.

30.7.15 A consort in a unit enrolled under the program shall lose his or her accumulated sick leave days after 5 consecutive program-years of not making contributions to the Insurance Fund.

30.7.16 Except where otherwise provided in this Section, no compensation or reimbursement shall be made as a result of loss or cancellation of accumulated sick leave days.

30.7.17 A beneficiary unit is entitled to the payment of sick leave benefits under this Sub-Section provided that:

a) a document signed by a doctor or other person recognized for this purpose by the Board, certifies that the beneficiary was unable, during a given period, to practice harvesting or related activities because he or she was sick or injured;

b) the days remunerated are days in a period of time during which the beneficiary usually conducts harvesting or related activities determined with reference to the preceding year, unless the Board determines a different reference period;

c) the days for which a claim is made under this Sub-Section have not been remunerated and are not eligible to be remunerated in virtue of other provisions of the program;

d) the number of days remunerated pursuant to this Sub-Section added to the number of days remunerated pursuant to paragraph 30.4.3 shall not exceed the number of days for which a beneficiary unit was remunerated during the previous year, or such previous years as may be determined by the Board, but in no case shall exceed the number of days for each adult specified at sub-paragraph 30.4.3 c);

e) payments of sick leave benefits shall be made at the end of the program year, or on such other date as may be determined by the Board, at which time the beneficiary unit must be informed of the amounts and number of days that have been remunerated pursuant to this Sub-Section and must also be informed of the number of days that both the head and the consort have remaining in their individual banks.

### III. Insurance Fund

30.7.18 A fund, hereinafter referred to as the “Insurance Fund”, is established to finance the provisions of this Sub-Section relating to sick leave and disaster.

30.7.19 The Insurance Fund shall be administered by the Board.

30.7.20 The Insurance Fund shall be financed through equal contributions from Québec and the beneficiaries of the program in the following manner:

a) each beneficiary unit shall contribute annually to the Insurance Fund for each day remunerated under the program pursuant to paragraph 30.4.3, with the exception of days remunerated for sick leave, disaster and catastrophe, an amount which shall be deducted automatically from the program benefits payable to the beneficiary unit for the program year;

b) Québec shall contribute each year an amount equal to that of the total contributions paid by the beneficiaries for the program year.

30.7.21 During the 5 years following the coming into force of the provisions regarding the Insurance Fund, the contribution to the fund shall be equivalent to 2.4% of the amount paid pursuant to paragraph 30.4.3, divided equally between Québec and the beneficiary units enrolled under the program.

30.7.22 Following the fifth year of the coming into force of the provisions regarding the Insurance Fund :

a) the Board may modify the contributions required provided that:

i) the minimum contribution shall be equal to 0.24 of 1% of the amount payable under paragraph 30.4.3;

ii) the maximum contribution shall not exceed 2.6% of the amount payable under paragraph 30.4.3;

iii) in the event that there are surpluses in the Insurance Fund, the Board may apply such surpluses to lower contributions subject to the following:

1. if the accumulated surplus is under 10% of the amount required to meet the obligations under this Sub-Section, there shall be no change to the contributions;

2. if the accumulated surplus is between 10% and 19% of the amount required to meet the obligations under this Sub-Section, the Board may chose to reduce contributions;

3. if the accumulated surplus is 20% of the amount required to meet the obligations under this Sub-Section or greater, the Board shall reduce the contributions;

b) the Board may, rather than modifying the contributions, increase the number of sick days to which an individual is entitled annually or modify, in a manner consistent with this Sub-Section, the provisions relating to the communal bank;

c) the Board may choose to combine any or all of the measures provided at sub-paragraphs a) and b) of this paragraph;

d) the Board must ensure in all cases that there are sufficient funds in the Insurance Fund to cover all individual sick day banks at the prevailing daily net allowance.

30.7.23 The Insurance Fund shall be held in trust by the Board for the purposes specifically provided for in this Sub-Section.

30.7.24 The contributions of the beneficiaries and of Québec to the Insurance Fund shall be deposited by the Board as they are received in one or several banks contemplated by the *Bank Act*, S.C. 1991, c. 46, or by the *Cooperative Credit Associations Act*, S.C. 1991, c. 48.

30.7.25 The Board may determine from time to time amounts in the Insurance Fund not required at the time for payments to beneficiaries in virtue of this Sub-Section or for other purposes specifically provided for in this Sub-Section and may invest such sums in securities ensuring the protection of the capital and, subject to protection of the capital, a reasonable return.

30.7.26 The assets of the Insurance Fund:

- a) shall not be part of the Board's assets and cannot be used by the Board for purposes other than those stipulated in this Sub-Section;
- b) are not seizable;
- c) may be used in respect of the execution of a judgment by a court of competent jurisdiction against the Board in respect of its management or administration of the Insurance Fund.

30.7.27 The Board shall determine from time to time the amounts required to pay the administrative costs related to the Insurance Fund and such administrative costs shall be paid out of the Insurance Fund.

30.7.28 The Board shall be responsible for maintaining distinct books and accounts for the Insurance Fund.

30.7.29 The fiscal year for the Insurance Fund shall correspond to the program year.

30.7.30 The Board shall each year report to the Cree Regional Authority and to Québec respecting the operations of the Insurance Fund.

30.7.31 Notwithstanding paragraph 30.12.1,

- a) the provisions of this Sub-Section and other provisions of this Section related to sick leave, disasters and the Insurance Fund shall cease to have effect and shall be considered rescinded at the end of the program year in which a notice in writing is given by the Cree Regional Authority to Québec stating that the program beneficiaries no longer wish to participate in a sick leave plan provided that such notice shall not be given within the first 5 years of the implementation of this Sub-Section and may only be given within 5 years following that fifth anniversary of the implementation of this Sub-Section;
- b) after the provisions of this Sub-Section and of this Section relating to sick leave have been in force for a period of 5 years, they may be modified in whole or in part by agreement between the Chairman of the Cree Regional Authority and the Minister but only after receiving advice from the Board.

30.7.32 In the event that the provisions relating to sick leave, disasters and the Insurance Fund are rescinded as provided at sub-paragraph 30.7.31 a), the Board shall pay all amounts due from the Insurance Fund for the period prior to the rescinding of the sick leave and disaster provisions and shall distribute any balance remaining in the Insurance Fund after such payments in the following proportions:

- a) 50% to the beneficiaries of the program in a manner to be determined by the Board, and
- b) 50% to Québec.

## 30.8 Catastrophe

30.8.1 For the purposes of this Sub-Section:

a) “catastrophe” shall mean an event such as an earthquake or a major forest fire, whatever the cause, that has a significant impact on the harvesting and related activities of the beneficiaries resulting in a reduction of days spent in harvesting and related activities;

b) the Board shall determine, in a manner consistent with the provisions of this Section and particularly this Sub-Section, what specific events shall constitute a catastrophe.

30.8.2 With respect to payment of benefits in the case of catastrophes:

a) the Board shall make recommendations to the Minister regarding:

i) the appropriateness of applying the provisions related to catastrophes;

ii) the daily rate to be applied for the period to be covered through these provisions and the total amount of compensation to be paid, provided that the daily compensation paid to a beneficiary unit for each day under this measure shall never exceed the daily net allowance;

iii) the number of days to be compensated;

b) no contribution need be paid in respect of benefits paid pursuant to this paragraph and no days for sick leave shall be allocated for the days compensated pursuant to this paragraph;

c) no payment shall be made pursuant to this paragraph if there exist other means of compensation for the days lost as a result of a catastrophe;

d) all individual claims by a beneficiary unit made pursuant to this paragraph must be approved by the Board;

e) the Board may adopt administrative rules respecting the presentation of a claim pursuant to this paragraph, the manner in which the Board shall treat such claim and the manner of payment.

### 30.9 Examination, Review and Appeals

30.9.1 Notwithstanding sub-paragraphs 30.3.3 a) to n), if a Cree believes that, consistent with the nature and purposes of the program, he or she should be considered eligible and should receive benefits under the program, the Board may, upon request from such person, examine or review the case and determine if the grounds given by this person are consistent with the nature and purposes of the program and decide if such person shall be considered eligible and benefit under the program. The decision of the Board must be by unanimous vote of the members present at the meeting considering the matter.

30.9.2 If the head of a beneficiary unit or his consort believes himself or herself aggrieved because the beneficiary unit has been refused income security benefits, because he or she considers the beneficiary unit is entitled to higher income security benefits, because the income security benefits of the beneficiary unit have been reduced, suspended or discontinued, or because the Board has refused to make payments directly to a consort as provided in subparagraphs 30.6.8 d) and e), he or she may appeal to the Board to review its decision.

30.9.3 An application for a review by the Board shall be made in writing within sixty (60) days after the complainant is notified of the decision he or she applies to have reviewed. The application for review must contain a brief account of the grounds invoked and must be sent to the Board.

30.9.4 Upon receipt of the application for review, the Board shall verify the facts and circumstances of the case, examine the grounds invoked and render its decision within sixty (60) days of receiving the application for review. The Board shall immediately give notice in writing to the complainant of the decision rendered, the reasons on which it is based and any right to further appeal.

30.9.5 If a person feels aggrieved by a decision of a Local Income Security Program Committee which he or she has not appealed, he or she may request that the Committee review its decision in accordance with the following procedures:

- a) the request for revision must be presented to the Committee within 15 days following the posting of the list contemplated at paragraph 30.5.19;
- b) the Committee must, before deciding on its review, give the person an opportunity to be heard;
- c) the Committee may maintain or reverse its original decision;
- d) any decision rendered pursuant to sub-paragraph c) that is unfavorable to the person who requested the review shall be in writing and include reasons and must be transmitted to the said person together with information on his or her right to appeal the decision;
- e) in the case of a decision favorable to the person who requested the review, the Committee shall modify the list provided for in paragraph 30.5.14 and submit it to the Board no later than September 15.

30.9.6 If a person feels aggrieved by a decision of the Local Income Security Program Committee pursuant to a review in virtue of paragraph 30.9.5, he or she may appeal to the Board. Paragraphs 30.9.3 and 30.9.4 apply with the necessary changes to an appeal made pursuant to this paragraph.

30.9.7 The Board may maintain or reverse a decision submitted to it.

30.9.8 An appeal may be made to the Tribunal administratif du Québec or its successor concerning a decision rendered by the Board pursuant to paragraph 30.9.7.

30.9.9 Any appeal made pursuant to this Sub-Section does not suspend the application of a decision made by the Local Income Security Program Committee or the Board, as the case may be.

### **30.10 Review of the Program**

30.10.1 Québec and the Cree Regional Authority shall from time to time review the operation of the program, procedures and benefits established by and in accordance with this Section and may by mutual consent make any adjustments necessary for the proper functioning of or to give effect to the program, procedures and benefits provided for in this Section including more particularly the provisions of paragraphs 30.2.3, 30.2.8 and 30.2.9.

30.10.2 With respect to the basic guarantee under the program:

- a) in the event that the basic guarantee for families without other income under any social aid, social assistance for Indians or Inuit, or guaranteed annual income program of general application existing in Québec is increased, the program shall be modified by the Board so as to assure that, on the basis of a family of two (2) adults, the present ratio between the basic guarantee under such programs and the basic guarantee under the program is maintained by increasing proportionally each of the amounts provided for at sub-paragraphs 30.4.2 a) and b);
- b) if a guaranteed annual income program of general application is introduced which includes basic guarantees for persons with earned incomes distinct from basic guarantees for persons with no income, the program shall be modified by the Board so as to assure that on the basis of a family of two (2) adults, the basic guarantee under the program and such basic guarantee for persons with earned income under the guaranteed annual income program of general application are equal by increasing proportionally each of the amounts provided for at subparagraphs 30.4.2 a) and b). In no case shall such revision reduce the amounts provided for at sub-paragraphs 30.4.2 a) or b);
- c) the provisions of sub-paragraph 30.10.2 a) shall apply unless the Board by unanimous decision of the members present at the meeting considering the matter decides to apply the provisions of sub-paragraph

30.10.2 b) in which case sub-paragraph 30.10.2 a) and paragraph 30.10.5 shall not apply for such time as the guaranteed annual income program structure contemplated in sub-paragraph 30.10.2 b) exists.

30.10.3 In the event that the weighted average benefits per child under sub-paragraph 30.4.2 c) and under family and youth allowances due to families eligible under the program is less than equal to the weighted average benefits per child that would be due under the basic guarantee in virtue of any social aid, transfer payment or guaranteed annual income program in Québec and family and youth allowances to the same families if they were eligible under such programs, the program shall be modified by the Board by increasing the amount provided for at sub-paragraph 30.4.2 c) by the amount of the difference between the two (2) weighted averages.

30.10.4 Subject to paragraph 30.10.3, in the event that family allowances provided to citizens of Québec at the date of the execution of the Agreement are increased over and above the increase due to indexation, the dollar amount provided for at sub-paragraph 30.4.2 c) shall not be indexed by the Board pursuant to paragraph 30.4.10 until such time as the cumulative increase which would have resulted from the indexing of the amounts provided for at sub-paragraph 30.4.2 c) equals the amount indexed on the same basis, of such increase in family allowances.

30.10.5 In the event that any social aid, social assistance for Indians or Inuit or guaranteed income program of general application which exists in Québec is revised, including increases due to indexation, the program will be modified, in accordance with the provisions of paragraph 30.10.7, if the break-even point for a family of two adults in the program is less than the break-even point for the same family size in such program of general application in Québec. Such modification will never reduce the break-even point in the program.

30.10.6 In the event that any social aid program existing from time to time in Québec is modified or a guaranteed annual income program of general application is established or modified, the Board may request a review of the program if in its opinion it would have been more expensive for Québec, during any period of one (1) year running from July 1 to June 30, to enroll all beneficiaries of the program in such social aid program or such guaranteed income program of general application and in such case the program shall be modified in accordance with the provisions of paragraphs 30.10.7 and 30.10.9.

30.10.7 In the case of modifications to the program effected pursuant to and in accordance with paragraphs 30.10.5 and 30.10.6, Québec shall effect such modifications only after prior consultation with and upon recommendations of the Board. Such modifications to the program not contemplated by paragraphs 30.10.2 and 30.10.3 shall assure that the basic guarantee established by and in accordance with paragraph 30.4.2 for the program shall not be reduced and the exemptions and the reduction rate established by and in accordance with paragraphs 30.4.4 and 30.4.5 for the program shall not be modified unless the Board otherwise decides by unanimous decision of the members present at the meeting considering the matter.

30.10.8 In the event that the benefits of any social aid or guaranteed annual income program of general application existing from time to time in Québec are indexed to an index other than the cost of living index in Québec, the program shall be adjusted by the Board to provide that such index is applied to the dollar amounts provided for at paragraph 30.4.2 and that the index applied to other dollar amounts provided for in the program shall be comparable to the index applied to comparable benefits in such program of general application if same would result in a better maintenance of the relative benefits of the program over the years than would the index currently in use in the program.

30.10.9 In the event that any other guaranteed annual income, transfer payment, or income security programs of general application are established, or are significantly modified from time to time in Québec, whether such programs are established or funded by Canada or Québec:

a) subject to the provisions of this Sub-Section, Québec and the Cree Regional Authority shall review the program and shall by mutual consent make any adjustments necessary to ensure the continued existence of the program and the maintenance of the purpose and principles of the program;

b) a lack of agreement between Québec and the Cree Regional Authority on a matter contemplated in sub-paragraph 30.10.9 a) shall not prejudice the rights of beneficiaries under the program including those set forth in paragraphs 30.2.3, 30.2.8 and 30.2.9 and failing such agreement the necessary adjustments shall be effected through binding arbitration in accordance with the laws of Québec and upon the basis of the principles set forth in this Section. For the purposes of such arbitration, Québec and the Cree Regional Authority shall each appoint one arbitrator. The arbitrators so appointed shall together appoint a third arbitrator.

30.10.10 In addition to the process provided in paragraphs 30.10.1 to 30.10.9, a mechanism for review of the implementation and application of this Section is established as follows:

a) Québec and the Cree Regional Authority may initiate a review by submitting to the Board, with a copy to the other party, a written notice signed by, in the case of Québec, the Minister or one of the members of the Board appointed by Québec and, in the case of the Cree Regional Authority, its Chairman or one of the members of the Board appointed by the Cree Regional Authority, requesting the review of any aspect of the program;

b) the Board shall consider the request within the 90 days following receipt of the written notice referred to at sub-paragraph a) or within any other period agreed to by the Minister and the Chairman of the Cree Regional Authority;

c) if the Board does not arrive at a solution satisfactory to both the Minister and the Chairman of the Cree Regional Authority, it shall again consider the matter within 150 days of the date of the receipt of the notice referred to in sub-paragraph a) or within any other period agreed to by the Minister and the Chairman of the Cree Regional Authority;

d) should the Board, after considering the matter as provided in subparagraph c), fail to reach a position acceptable to the Minister and the Chairman of the Cree Regional Authority, it shall so notify the Minister and the Chairman of the Cree Regional Authority who may within 45 days following the date of the receipt of such notice from the Board or within any other period agreed to by the Minister and the Chairman of the Cree Regional Authority:

i) determine an agreed upon solution;

ii) designate a third party to inquire, collect relevant information and draft recommendations;

iii) institute a mediation process agreed upon; or

iv) institute the binding arbitration process provided for at subparagraph 30.10.9 b);

e) if an agreement between the Minister and the Chairman of the Cree Regional Authority is achieved, the parties shall within a reasonable delay take the necessary measures to implement their agreement;

f) if there is no agreement between the Minister and the Chairman of the Cree Regional Authority pursuant to subparagraph d) and the parties have not instituted the binding arbitration process provided for at subparagraph 30.10.9 b), Québec, the Cree Regional Authority and the Board shall include the issue in question in the next review of the program held pursuant to paragraph 30.10.1.

### 30.11 Final Provisions

30.11.1 Subject to modification by the mutual consent of Québec and the Cree Regional Authority, the total number of remunerated person/days contemplated at paragraph 30.4.3 in each program-year shall

not exceed three hundred and fifty thousand (350 000) person/days and the total number of remunerated person/days contemplated at paragraph 30.4.7 in each program-year shall not exceed one hundred thousand (100 000) person/days or, in either case, such greater number of person/days as may be fixed by Québec after consultation with the Board.

30.11.2 At least one hundred and eighty-five thousand (185 000) person/days or any greater number of such days as may be fixed by Québec after consultation with the Board, must be spent in harvesting or related activities while other days may be spent in such activities or in land development activities having been the subject of a decision of the Minister pursuant to paragraph 30.3.8.

30.11.3 In the event that, at the commencement of a program year, the Board determines that the estimated total person/days to be remunerated under paragraph 30.4.3 exceeds three hundred and fifty thousand (350 000), it shall review the operation of the program and recommend appropriate measures to be implemented in succeeding years in order to give effect to the provisions of paragraph 30.11.1 or any modifications pursuant thereto.

30.11.4 If, for any program year, the demand for days to be remunerated under paragraph 30.4.7 exceeds 100 000 days, the Board shall, in order to comply with paragraph 30.11.1, determine how the available 100 000 days shall be allocated to beneficiary units claiming such days under paragraph 30.4.7 for that program year.

30.11.5 If, for any program year, the demand against the communal bank for the payment of sick days exceeds the number of days in the communal bank after the payment of days lost due to disasters, the Board shall determine how the days available in the communal bank shall be allocated to beneficiary units claiming such days for that program year.

30.11.6 If, for any program year, the demand for payments due to disasters pursuant to paragraph 30.7.9 exceeds 500 days, the Board shall determine how the days available shall be allocated to beneficiary units claiming such days for that program year.

30.11.7 In the event that the Minister does not receive the recommendation referred to at paragraph 30.11.3 before December 31 of any given year or if he has cause to believe that such recommendations will not give proper effect to the provisions of paragraph 30.11.1, he may, after further consultation with the Board, effect such modifications as are necessary to give proper effect to the provisions of the said paragraph.

30.11.8 Notwithstanding any other Act, the Board may when appropriate obtain from any government department or body any information that it considers necessary respecting the benefits of any kind which such department or body has paid, is paying or would be authorized to pay to any person who receives or applies for benefits under the program.

30.11.9 Subject to the provisions of this Section, the Minister may, after consultation with the Board, establish such further administrative procedures, including requirements for verification of information, and prescribe such penalties as may be necessary to give full force and effect to this Section.

### **30.12 Amendment Clause and Legislation**

30.12.1 Unless otherwise specifically provided in this Section, the provisions of this Section can only be amended with the consent of Québec and the interested Native party.

30.12.2 Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec.

SCHEDULE 1 – Maps of far harvesting regions.

*See plan no. 67 Chisasibi (Complementary Documents)*

*See plan no. 68 Eastmain (Complementary Documents)*

*See plan no. 69 Mistissini (Complementary Documents)*

*See plan no. 70 Nemaska (Complementary Documents)*

*See plan no. 71 Oujé-Bougoumou (Complementary Documents)*

*See plan no. 72 Waskaganish (Complementary Documents)*

*See plan no. 73 Waswanipi (Complementary Documents)*

*See plan no. 74 Wemindji (Complementary Documents)*

*See plan no. 75 Whapmagoostui (Complementary Documents)*

## SCHEDULE 2

### RESEARCH PROJECT

1. The research project shall be the responsibility of the Cree Hunters and Trappers Income Security Board.
2. The research project shall be conducted by an individual chosen by Québec and the Cree Regional Authority who will carry out the research project under the supervision of the Board.
3. The mandate for the research project shall include:
  - a) to prepare a list of all programs, resources and agreements available from Canada, Québec, the Cree Regional Authority, the Cree Trappers Association or offered by other organizations or entities which will be likely to assist Cree hunters and trappers in satisfying their requirements related to the carrying out of their activities;
  - b) to collect, in respect of each of the said programs, resources and agreements, any basic information likely to be helpful to the Cree hunters and trappers, to the members of the Board, to representatives of Québec departments or to representatives of Cree entities;
  - c) to determine the content and format of a document that would both meet the needs of the Cree hunters and trappers, the members of the Board, representatives of Québec departments and representatives of the Cree entities and also be easy to use by all parties;
  - d) to prepare and produce the document referred to in c);
  - e) to identify means to update the document referred to in c) and ways to measure the extent of the use of the document and the level of satisfaction by users as well as the projected cost of such work.
4. The research project shall have a duration of one year which may be extended for a maximum of a further six months.
5. The budget provided by Québec for one year will be approximately \$ 110,000.00 comprising:
  - \$ 70,000.00 in salary (salary of a professional level employee plus 12 %)
  - \$ 40,000.00 in operating costs (travelling expenses, typing, supplies etc.)
6. The parties recognize that there could be a need for a further budget regarding the updating of the document. The person responsible for the research project shall include this matter in the recommendations contemplated in 3 e) above.

### SIGNATORIES (CBJNQ)

EN FOI DE QUOI, les parties aux présentes ont dûment fait signer la présente convention complémentaire à la date et à l'endroit indiqués ci-dessous en 2 exemplaires.

IN WITNESS WHEREOF, the parties hereto have caused 2 copies of this Complementary Agreement to be duly signed on the date and at the place hereinbelow indicated.

SIGNÉ À

(QUÉBEC)

Le

SIGNED AT

(QUÉBEC)

The

L'ADMINISTRATION RÉGIONALE CRIE

THE CREE REGIONAL AUTHORITY

\_\_\_\_\_  
Le président

\_\_\_\_\_  
Chairman

GOUVERNEMENT DU QUÉBEC

GOVERNMENT OF QUÉBEC

\_\_\_\_\_  
Ministre

\_\_\_\_\_  
Minister

\_\_\_\_\_  
Ministre

\_\_\_\_\_  
Minister

\_\_\_\_\_  
Ministre

\_\_\_\_\_  
Minister

## **Complementary Agreement no. 16**

(CBJNQ)

BETWEEN

The MAKIVIK CORPORATION, a legal person duly constituted pursuant to the terms of Chapter S-18 .1 of the Revised Statutes of Québec, acting and represented for the purposes of this Agreement by the undersigned authorized representative,

and

The GOVERNMENT OF QUÉBEC, acting and represented for the purposes of this Agreement by the Minister of Natural Resources, Mr. François Gendron, the Minister responsible for Native Affairs, Mr. Rémy Trudel and the Minister for Native Affairs, Mr. Michel Létourneau.

WHEREAS :

- The James Bay and Northern Québec Agreement (hereinafter referred to as the “Agreement”) provides for the granting of Categories I and II lands for the benefit of Inuit communities;
- The “Inuits of Great Whale River”, through the Agreement, have selected Categories I and II lands located in Great Whale River and Richmond Gulf (Lake Guillaume-Delisle);
- The “Inuits of Great Whale River”, through Complementary Agreement No. 6 to the Agreement, have selected most of the Categories I and II lands located in the Lake Guillaume-Delisle and Lake Minto region, namely 570.5 km<sup>2</sup> of Category I lands and 7,598.33 km<sup>2</sup> of Category II lands;
- In accordance with paragraph 6.4 of the Agreement, a majority of the “Inuits of Great Whale River” decided to move to Lake Guillaume-Delisle, which led to the creation of the community of Umiujaq;
- A new Inuit Village located in Lake Guillaume-Delisle, called Umiujaq was created, and the Inuit Village of Poste-de-la-Baleine (known as Kuujjuarapik) continued to exist;
- The Inuit communities of Kuujjuarapik and Umiujaq wish to apportion between themselves the Categories I and II lands located in the Lake Guillaume-Delisle and Lake Minto region;
- The parties agree that the Inuit community of Kuujjuarapik shall preserve the Category I lands and the joint selection of Category II lands (Cree and Inuit) already allocated to it in the Poste-de-la-Baleine region;
- There is currently only one Landholding Corporation whose head office is located at Kuujjuarapik, bringing together the beneficiaries of the Agreement affiliated with the Kuujjuarapik and Umiujaq Inuit communities;
- The Inuit community of Umiujaq now wants a new, separate Landholding Corporation to be created, in order to manage the lands allocated to it;
- The Agreement may be amended with the consent of both the interested Native party and the Gouvernement du Québec;
- It is necessary to amend the Agreement;

NOW, therefore, the parties hereby amend Sections 6 and 7 of the Agreement.

Amendments to Chapters 6 and 7 of the Agreement

**1** Paragraph 6.1.1 of Section 6 of the Agreement is amended by adding the following paragraph after the third paragraph :

The Category I lands selected by the Inuit community of Great Whale River (Poste-de-la-Baleine), located in the Lake Guillaume-Delisle, shall be allocated in equal parts to the communities of Kuujjuarapik (formerly Poste-de-la-Baleine) and Umiujaq (formerly Lac Guillaume-Delisle), so that each will have two hundred and eighty-five square kilometres and twenty-five hundredths (285.25 km<sup>2</sup>).

*[Amendment integrated]*

**2** Paragraph 6.2.1 of Section 6 of the Agreement, as replaced by article 11 of Complementary Agreement No. 3, is amended by adding the following paragraph after the second paragraph :

The Category II lands of the Inuits of Poste-de-la-Baleine located in the Lake Guillaume-Delisle and Lake Minto region shall be divided as follows between the Inuit communities of Kuujjuarapik (formerly Poste-de-la-Baleine) and Umiujaq (formerly Lac Guillaume-Delisle): of the total area of seven thousand five hundred and ninety-nine square kilometres (7,599 km<sup>2</sup>), Kuujjuarapik shall select 60 % of the said area, namely four thousand five hundred and sixty-five square kilometres (4,565 km<sup>2</sup>) and Umiujaq shall select 40 % of the said area, namely three thousand and thirty-four square kilometres (3,034 km<sup>2</sup>).

*[Amendment integrated]*

**3** Paragraph 7.1.2 of Section 7 of the Agreement is amended by adding the following paragraph after the first paragraph :

A Landholding Corporation shall be incorporated for the Inuit community of Umiujaq by means of an amendment to the said legislation.

*[Amendment integrated]*

**4** Maps identifications 12.0 and 12.1 of Schedule 1 to Section 6 of the Agreement, introduced by article 18 of Complementary Agreement No. 6, are replaced by the following :

**12.0 UMIUJAQ AND KUUJJUARAPIK**

**12.1 Category I lands**

**Umiujaq**

Block 2 of Bassin-du-Lac-Guillaume-Delisle as designated in the original survey, according to the plan and technical description prepared and signed on December 2, 1999, by surveyor Paul Descarreaux. The originals of these documents are filed officially in the survey archives of the Bureau de l'arpenteur général du Québec under numbers Divers 150-5A-la and Divers 12/1166 respectively.

**Kuujjuarapik**

**Part One**

Block 1 of Bassin-du-Lac-Guillaume-Delisle as designated in the original survey, according to the plan and technical description prepared and signed on November 20, 1983 by surveyor Luc Pelletier. The originals of these documents are filed officially in the survey archives of the Bureau de l'arpenteur général du Québec under numbers Divers 150-5Aa and Divers 12/552 respectively.

**Part Two**

Block 3 of Bassin-du-Lac-Guillaume-Delisle as designated in the original survey, according to the plan and technical description prepared and signed on December 2, 1999, by surveyor Paul Descarreaux. The originals of these documents are filed officially in the survey archives of the Bureau de l'arpenteur général du Québec under numbers Divers 150-5A-la and Divers 12/1166 respectively.

*[Amendment integrated]*

**5** Map identification 12 .3 of Schedule 1 to Section 6 of the Agreement, introduced by article 18 of Complementary Agreement No. 6, is modified by replacing “the eventual community at Lake Guillaume-Delisle “by” Umiujaq”.

*[Amendment integrated]*

**6** Maps identifications 12.0 and 12.1 of Schedule 5 to Section 6 of the Agreement, introduced by article 22 of Complementary Agreement No. 6, are replaced by the following :

**12.0 UMIUJAQ AND KUUIJUAPIK****12.1 Category II lands****Umiujaq****Part One**

A territory situated around Lake Guillaume-Delisle :

Commencing at the north-eastern corner of Block 1 of Bassin-du-Lac-Guillaume-Delisle, namely at operating station no. 3 (survey plan Divers 150-5Aa) located on the high watermark of Lake Guillaume-Delisle; from there, following the said high watermark of Lake Guillaume-Delisle, namely the northern boundary of the said Block 1 up to its intersection with meridian 76° 35' 38"; then north, following meridian 76° 35' 38" up to its intersection with the boundary of Block 3 of Bassin-du-Lac-Guillaume-Delisle, namely the high watermark of the north shore of the outlet of the said lake, also known as Le Goulet; from there, successively following the eastern boundaries of Blocks 3 and 2 of the said Bassin (survey plan Divers 150-5A-1a), i.e. the high watermark of Lake Guillaume-Delisle followed by the marked eastern boundary of the said Block 2, up to its intersection with parallel of latitude 56° 33' 47" north; towards the north-east, a straight line up to the point of intersection of parallel of latitude 56° 33' 59" north and meridian of longitude 76° 10' 33" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 56° 29' 58" north and meridian of longitude 76° 10' 03" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 56° 29' 45" north and meridian of longitude 76° 15' 01" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 56° 26' 35" north and meridian of longitude 76° 14' 53" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 56° 26' 37" north and meridian of longitude 76° 09' 09" west; towards the south-east, a straight line up to the point of intersection of the average high watermark of the eastern shore of Lake Guillaume-Delisle, Quurngualuk Pass sector, and parallel of latitude 56° 13' 20" north, approximately at meridian of longitude 76° 02' 29" west; in a general south-easterly direction, the average high watermark of the eastern shore of Lake Guillaume-Delisle up to the point of intersection with parallel of latitude 56° 11' 37" north, approximately at meridian of longitude 75° 59' 19" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 56° 12' 08" north and meridian of longitude 75° 56' 05" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 56° 06' 40" north and meridian of longitude 75° 53' 11" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 56° 04' 40" north and meridian of longitude 76° 03' 35" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 56° 04' 16" north and meridian of longitude 76° 14' 09" west; towards the north-west, a straight line up to station no. 30 (survey plan Divers 150-5Aa) located on the marked eastern boundary of the said Block 1; from there, following the said marked eastern boundary of the said Block 1 up to the point of commencement.

The said territory has an area of one thousand one hundred and ninety-seven square kilometres (1,197 km<sup>2</sup>).

#### Part Two

A territory located from the Hudson Bay coast to the Minto Lake region :

Commencing at the point of intersection of the Hudson Bay high watermark and parallel of latitude 56° 58' 02" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 56° 58' 04" north and meridian of longitude 76° 29' 15" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 56° 57' 56" north and meridian of longitude 76° 18' 15" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 03' 23" north and meridian of longitude 75° 51' 55" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 10' 01" north and meridian of longitude 76° 03' 12" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 12' 19" north and meridian of longitude 75° 55' 20" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 06' 17" north and meridian of longitude 75° 45' 06" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 06' 31" north and meridian of longitude 75° 44' 00" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 06' 22" north and meridian of longitude 75° 42' 36" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 06' 21" north and meridian of longitude 75° 42' 01" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 06' 24" north and meridian of longitude 75° 41' 42" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 06' 40" north and meridian of longitude 75° 41' 12" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 08' 07" north and meridian of longitude 75° 35' 45" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 08' 05" north and meridian of longitude 75° 35' 15" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 08' 13" north and meridian of longitude 75° 34' 39" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 08' 41" north and meridian of longitude 75° 30' 07" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 08' 48" north and meridian of longitude 75° 26' 59" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 09' 00" north and meridian of longitude 75° 26' 27" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 09' 30" north and meridian of longitude 75° 25' 40" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 09' 37" north and meridian of longitude 75° 24' 38" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 09' 22" north and meridian of longitude 75° 24' 00" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 09' 15" north and meridian of longitude 75° 22' 55" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 09' 07" north and meridian of longitude 75° 21' 51" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 09' 05" north and meridian of longitude 75° 21' 02" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 09' 00" north and meridian of longitude 75° 20' 11" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 09' 15" north and meridian of longitude 75° 18' 52" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 09' 45" north and meridian of longitude 75° 18' 00" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 10' 13" north and meridian of longitude 75° 17' 45" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 10' 41" north and meridian of longitude 75° 17' 22" west; towards the north, a straight line up to the point of intersection of parallel of latitude 57° 11' 15" north and meridian of longitude 75° 17' 22" west;

towards the north-west, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 16' 40''$  north and meridian of longitude  $75^{\circ} 19' 56''$  west; towards the north-west, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 16' 58''$  north and meridian of longitude  $75^{\circ} 19' 58''$  west; towards the north-east, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 18' 17''$  north and meridian of longitude  $75^{\circ} 12' 50''$  west; towards the north-west, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 21' 23''$  north and meridian of longitude  $75^{\circ} 14' 53''$  west; towards the north-east, a straight line up to the point of intersection of the high watermark of the western shore of a lake with parallel of latitude  $57^{\circ} 21' 44''$  north, approximately at meridian of longitude  $75^{\circ} 13' 09''$  west; in a general south-easterly direction, the high watermark of the western shore of the said lake up to the point of intersection with parallel of latitude  $57^{\circ} 20' 52''$  north, approximately at meridian of longitude  $75^{\circ} 12' 13''$  west; towards the southeast, a straight line up to the point of intersection of the high watermark of the shore of a lake with parallel of latitude  $57^{\circ} 20' 40''$  north, approximately at meridian of longitude  $75^{\circ} 11' 35''$  west; in a general south-easterly direction, the high watermark of the western shore of the said lake up to the point of intersection with parallel of latitude  $57^{\circ} 20' 13''$  north, approximately at meridian of longitude  $75^{\circ} 09' 19''$  west; towards the south-east, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 19' 31''$  north and meridian of longitude  $75^{\circ} 06' 57''$  west; towards the south-west, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 17' 36''$  north and meridian of longitude  $75^{\circ} 08' 22''$  west; towards the south-west, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 17' 08''$  north and meridian of longitude  $75^{\circ} 10' 34''$  west; towards the west, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 17' 08''$  north and meridian of longitude  $75^{\circ} 11' 01''$  west; towards the south-west, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 16' 49''$  north and meridian of longitude  $75^{\circ} 11' 36''$  west; towards the south-west, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 16' 31''$  north and meridian of longitude  $75^{\circ} 11' 37''$  west; towards the south-east, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 16' 19''$  north and meridian of longitude  $75^{\circ} 11' 22''$  west; towards the south-west, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 16' 04''$  north and meridian of longitude  $75^{\circ} 11' 30''$  west; towards the south-west, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 15' 57''$  north and meridian of longitude  $75^{\circ} 11' 36''$  west; towards the south-west, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 15' 44''$  north and meridian of longitude  $75^{\circ} 13' 44''$  west; towards the south-west, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 14' 27''$  north and meridian of longitude  $75^{\circ} 14' 11''$  west; towards the south-east, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 13' 49''$  north and meridian of longitude  $75^{\circ} 13' 52''$  west; towards the south-east, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 13' 24''$  north and meridian of longitude  $75^{\circ} 13' 17''$  west; towards the south-east, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 13' 13''$  north and meridian of longitude  $75^{\circ} 12' 07''$  west; towards the south-east, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 13' 01''$  north and meridian of longitude  $75^{\circ} 11' 53''$  west; towards the south-east, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 12' 58''$  north and meridian of longitude  $75^{\circ} 11' 31''$  west; towards the south-east, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 12' 54''$  north and meridian of longitude  $75^{\circ} 10' 51''$  west; towards the south-east, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 12' 48''$  north and meridian of longitude  $75^{\circ} 10' 08''$  west; towards the south-east, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 12' 47''$  north and meridian of longitude  $75^{\circ} 09' 27''$  west; towards the south-east, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 12' 45''$  north and meridian of longitude  $75^{\circ} 08' 35''$  west; towards the south-east, a straight line up to the point of intersection of the high watermark of the south-west shore of Lake Minto with meridian of longitude  $75^{\circ} 06' 26''$  west, approximately at parallel of latitude  $57^{\circ} 09' 46''$  north; in a general north-easterly direction, the high watermark of the south-west shore of Lake Minto up to the point of intersection with meridian of longitude  $74^{\circ} 35' 02''$  west, approximately at parallel of latitude  $57^{\circ} 12' 16''$  north; towards the north, a straight line up to the point of intersection of the high watermark of the north-east shore of Lake Minto with meridian

of longitude 74° 35' 02" west, approximately at parallel of latitude 57° 12' 31" north; in a general north-westerly direction, the high watermark of the north-east shore of Lake Minto up to the point of intersection with meridian of longitude 74° 49' 26" west, approximately at parallel of latitude 57° 15' 10" north; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 15' 07" north and meridian of longitude 74° 50' 11" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 16' 52" north and meridian of longitude 74° 52' 37" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 18' 51" north and meridian of longitude 74° 47' 07" west; towards the south-east, a straight line up to the point of intersection of the high watermark of the south shore of Lake Minto and meridian of longitude 74° 44' 27" west, approximately at parallel of latitude 57° 16' 39" north; in a general north-easterly direction, the high watermark of the south shore of Lake Minto east of the Simialuit Islands up to the point of intersection of parallel of latitude 57° 20' 42" north and meridian of longitude 74° 32' 32" west; towards the north-west, a straight line up to the point of intersection of meridian of longitude 74° 33' 40" west and the high watermark of the north shore of Deception Bay of Lake Minto south of the Uivvaq peninsula, approximately at parallel of latitude 57° 21' 44" north; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 23' 22" north and meridian of longitude 74° 27' 32" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 21' 48" north and meridian of longitude 74° 26' 13" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 21' 44" north and meridian of longitude 74° 26' 34" west; towards the south-west, a straight line up to the point of intersection of the high watermark of the south shore of Deception Bay of Lake Minto and parallel of latitude 57° 21' 35" north, approximately at meridian of longitude 74° 27' 18" west; in a general south-westerly direction, the high watermark of the south shore of Deception Bay of Lake Minto up to the point of intersection with meridian of longitude 74° 32' 00" west, approximately at parallel of latitude 57° 20' 42" north; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 14' 55" north and meridian of longitude 74° 25' 02" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 14' 25" north and meridian of longitude 74° 24' 13" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 14' 24" north and meridian of longitude 74° 24' 11" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 14' 14" north and meridian of longitude 74° 24' 10" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 13' 32" north and meridian of longitude 74° 24' 19" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 06' 59" north and meridian of longitude 74° 24' 29" west; towards the west, a straight line up to the point of intersection of the high watermark of the north-east shore of a lake with meridian of longitude 74° 28' 55" west, approximately at parallel of latitude 57° 06' 59" north; in a general westerly direction, the high watermark of the north-eastern and northern shores of the said lake up to the point of intersection of parallel of latitude 57° 07' 06" north and meridian of longitude 74° 33' 41" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 07' 07" north and meridian of longitude 74° 34' 20" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 08' 04" north and meridian of longitude 74° 35' 06" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 08' 21" north and meridian of longitude 74° 35' 48" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 08' 20" north and meridian of longitude 74° 36' 27" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 08' 54" north and meridian of longitude 74° 38' 24" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 09' 18" north and meridian of longitude 74° 38' 42" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 10' 19" north and meridian of longitude 74° 40' 38" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 09' 09" north and meridian of longitude 74° 51' 42" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude

57° 09' 36" north and meridian of longitude 74° 54' 00" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 08' 17" north and meridian of longitude 75° 01' 22" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 08' 59" north and meridian of longitude 75° 03' 59" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 02' 43" north and meridian of longitude 75° 39' 28" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 00' 20" north and meridian of longitude 75° 47' 27" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 56° 54' 56" north and meridian of longitude 75° 41' 57" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 56° 51' 58" north and meridian of longitude 75° 58' 10" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 56° 51' 32" north and meridian of longitude 75° 58' 27" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 56° 56' 23" north and meridian of longitude 76° 02' 35" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 56° 51' 13" north and meridian of longitude 76° 24' 55" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 56° 48' 36" north and meridian of longitude 76° 26' 05" west; towards the south-west, a straight line up to the point of intersection of meridian of longitude 76° 25' 56" west and the marked northern boundary of Block 2 of Bassin-du-Lac-Guillaume-Delisle (survey plan Divers 150-5Aa); from there, following the said northern boundary of the said Block 2 in a westerly direction to station no. 6 shown on the said plan, namely to its intersection with the average high watermark of Hudson Bay; in a general northerly direction, the average high watermark of Hudson Bay up to the point of commencement.

This territory has an area of one thousand eight hundred and thirty-seven square kilometres (1,837 km<sup>2</sup>).

### **Kuujuarapik**

#### **Part One**

A territory located to the south of Lake Guillaume-Delisle :

Commencing at operating station no. 30 located on the eastern boundary of Block 1 of Bassin-du-Lac-Guillaume-Delisle (survey plan Divers 150-5Aa); towards the south-east, a straight line up to the point of intersection of parallel of latitude 56° 04' 16" north and meridian of longitude 76° 14' 09" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 56° 04' 40" north and meridian of longitude 76° 03' 35" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 56° 06' 40" north and meridian of longitude 75° 53' 11" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 56° 06' 20" north and meridian of longitude 75° 53' 00" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 56° 00' 29" north and meridian of longitude 75° 58' 19" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 55° 58' 44" north and meridian of longitude 76° 09' 21" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 56° 01' 42" north and meridian of longitude 76° 33' 02" west; towards the north-west, a straight line up to operating station no. 17 located in the south-eastern corner of the said Block 1; from there, following the marked eastern boundary of the said Block 1 up to the point of commencement.

This territory has an area of three hundred and sixty-six square kilometres (366 km<sup>2</sup>).

#### **Part Two**

A territory located to the north and east of Lake Guillaume-Delisle :

Commencing at the point of intersection of meridian of longitude 76° 25' 56" west and the marked northern boundary of Block 2 of Bassin-du-Lac-Guillaume-Delisle (survey plan Divers 150-5A-1a); towards the north-west, a straight line up to the point of intersection of parallel of latitude 56° 48' 36" north and

meridian of longitude 76° 26' 05" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 56° 51' 13" north and meridian of longitude 76° 24' 55" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 56° 56' 23" north and meridian of longitude 76° 02' 35" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 56° 51' 32" north and meridian of longitude 75° 58' 27" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 56° 36' 09" north and meridian of longitude 76° 08' 12" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 56° 15' 49" north and meridian of longitude 75° 57' 41" west; towards the south-west, a straight line up to the point of intersection of meridian of longitude 76° 02' 29" west with the high watermark of the north-east shore of Lake Guillaume-Delisle, approximately at parallel of latitude 56° 13' 20" north; towards the north-west, a straight line up to the point of intersection of parallel of latitude 56° 26' 37" north and meridian of longitude 76° 09' 09" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 56° 26' 35" north and meridian of longitude 76° 14' 53" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 56° 29' 45" north and meridian of longitude 76° 15' 01" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 56° 29' 58" north and meridian of longitude 76° 10' 03" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 56° 33' 59" north and meridian of longitude 76° 10' 33" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 56° 33' 47" north and the marked eastern boundary of the said Block 2; from there, following the marked eastern and northern boundaries of the said Block 2 up to the point of commencement.

This territory has an area of one thousand and fifty-three square kilometres (1,053 km<sup>2</sup>).

#### Part Three

A territory located to the west, north and east of Lake Tikirartuq :

Commencing at the point of intersection of parallel of latitude 57° 10' 01" north and meridian of longitude 76° 29' 37" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 12' 24" north and meridian of longitude 76° 01' 21" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 12' 52" north and meridian of longitude 75° 59' 46" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 19' 56" north with the east shore of a lake, approximately at meridian of longitude 75° 22' 09" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 21' 23" north and meridian of longitude 75° 14' 53" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 18' 17" north and meridian of longitude 75° 12' 50" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 16' 58" north and meridian of longitude 75° 19' 58" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 16' 40" north and meridian of longitude 75° 19' 56" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 11' 15" north and meridian of longitude 75° 17' 22" west; towards the south, a straight line up to the point of intersection of parallel of latitude 57° 10' 41" north and meridian of longitude 75° 17' 22" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 10' 13" north and meridian of longitude 75° 17' 45" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 09' 45" north and meridian of longitude 75° 18' 00" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 09' 15" north and meridian of longitude 75° 18' 52" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 09' 00" north and meridian of longitude 75° 20' 11" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 09' 05" north and meridian of longitude 75° 21' 02" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 09' 07" north and meridian of longitude 75° 21' 51" west; towards the north-west, a straight line up to the point of intersection of

parallel of latitude 57° 09' 15" north and meridian of longitude 75° 22' 55" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 09' 22" north and meridian of longitude 75° 24' 00" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 09' 37" north and meridian of longitude 75° 24' 38" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 09' 30" north and meridian of longitude 75° 25' 40" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 09' 00" north and meridian of longitude 75° 26' 27" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 08' 48" north and meridian of longitude 75° 26' 59" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 08' 41" north and meridian of longitude 75° 30' 07" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 08' 13" north and meridian of longitude 75° 34' 39" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 08' 05" north and meridian of longitude 75° 35' 15" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 08' 07" north and meridian of longitude 75° 35' 45" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 56° 06' 40" north and meridian of longitude 75° 41' 12" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 06' 24" north and meridian of longitude 75° 41' 42" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 06' 21" north and meridian of longitude 75° 42' 01" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 06' 22" north and meridian of longitude 75° 42' 36" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 06' 31" north and meridian of longitude 75° 44' 00" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 06' 17" north and meridian of longitude 75° 45' 06" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 12' 19" north and meridian of longitude 75° 55' 20" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 10' 01" north and meridian of longitude 76° 03' 12" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 03' 23" north and meridian of longitude 75° 51' 55" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 56° 57' 56" north and meridian of longitude 76° 18' 15" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 56° 58' 04" north and meridian of longitude 76° 29' 15" west; towards the north-west, a straight line up to the point of commencement

This territory has an area of one thousand three hundred and sixty-four square kilometres (1,364 km<sup>2</sup>).

#### Part Four

A territory located to the south of Lake Minto :

Commencing at the point of intersection of parallel of latitude 57° 00' 20" north and meridian of longitude 75° 47' 27" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 02' 43" north and meridian of longitude 75° 39' 28" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 08' 59" north and meridian of longitude 75° 03' 59" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 08' 17" north and meridian of longitude 75° 01' 22" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 09' 36" north and meridian of longitude 74° 54' 00" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 09' 09" north and meridian of longitude 74° 51' 42" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 10' 19" north and meridian of longitude 74° 40' 38" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 09' 18" north and meridian of longitude 74° 38' 42" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 08' 54" north and meridian of longitude 74° 38' 24" west; towards the south-east, a straight

line up to the point of intersection of parallel of latitude  $57^{\circ} 08' 20''$  north and meridian of longitude  $74^{\circ} 36' 27''$  west; towards the north-east, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 08' 21''$  north and meridian of longitude  $74^{\circ} 35' 48''$  west; towards the south-east, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 08' 04''$  north and meridian of longitude  $74^{\circ} 35' 06''$  west; towards the south-east, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 07' 07''$  north and meridian of longitude  $74^{\circ} 34' 20''$  west; towards the south-east, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 07' 06''$  north and the north-west shore of a lake, approximately at meridian of longitude  $74^{\circ} 33' 41''$  west; in a general south-easterly direction, the south-west shore of the said lake up to the point of intersection with parallel of latitude  $57^{\circ} 06' 58''$  north, approximately at meridian of longitude  $74^{\circ} 33' 33''$  west; towards the south-west, a straight line up to the point of intersection of the north-east shore of Lake Levitre with parallel of latitude  $57^{\circ} 06' 29''$  north, approximately at meridian of longitude  $74^{\circ} 35' 42''$  west; in a general south-westerly direction, the north-west shore of Lake Levitre up to the point of intersection with parallel of latitude  $57^{\circ} 05' 22''$  north, approximately at meridian of longitude  $74^{\circ} 37' 48''$  west; towards the north-west, a straight line up to the point of intersection of the north-east shore of a lake with parallel of latitude  $57^{\circ} 05' 25''$  north, approximately at meridian of longitude  $74^{\circ} 38' 07''$  west; in a general north-westerly direction, the north-east shore of the above mentioned lake up to the point of intersection with parallel of latitude  $57^{\circ} 05' 52''$  north, approximately at meridian of longitude  $74^{\circ} 41' 55''$  west; towards the south-west, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 05' 46''$  north and meridian of longitude  $74^{\circ} 42' 50''$  west; towards the south-west, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 03' 19''$  north and meridian of longitude  $74^{\circ} 56' 07''$  west; towards the south-west, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 02' 12''$  north and meridian of longitude  $75^{\circ} 02' 13''$  west; towards the south-west, a straight line up to the point of intersection of parallel of latitude  $56^{\circ} 58' 17''$  north and meridian of longitude  $75^{\circ} 23' 32''$  west; towards the south-west, a straight line up to the point of intersection of parallel of latitude  $56^{\circ} 58' 06''$  north and meridian of longitude  $75^{\circ} 24' 33''$  west; towards the south-west, a straight line up to the point of intersection of parallel of latitude  $56^{\circ} 57' 04''$  north and meridian of longitude  $75^{\circ} 30' 10''$  west; towards the south-west, a straight line up to the point of intersection of parallel of latitude  $56^{\circ} 55' 43''$  north and meridian of longitude  $75^{\circ} 37' 34''$  west; towards the south-west, a straight line up to the point of intersection of parallel of latitude  $56^{\circ} 54' 56''$  north and meridian of longitude  $75^{\circ} 41' 57''$  west; towards the north-west, a straight line up to the point of commencement.

This territory has an area of eight hundred and twenty-one square kilometres (821 km<sup>2</sup>).

#### Part Five

A territory located in the Minto Lake region :

Commencing at the point of intersection of parallel of latitude  $57^{\circ} 21' 44''$  north and meridian of longitude  $75^{\circ} 13' 09''$  west; towards the north-east, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 21' 57''$  north and meridian of longitude  $75^{\circ} 12' 02''$  west; towards the north-east, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 24' 02''$  north and meridian of longitude  $75^{\circ} 01' 45''$  west; towards the north-east, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 25' 47''$  north and meridian of longitude  $74^{\circ} 53' 08''$  west; towards the north-east, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 26' 02''$  north and meridian of longitude  $74^{\circ} 51' 53''$  west; towards the north-east, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 26' 30''$  north and meridian of longitude  $74^{\circ} 48' 51''$  west; towards the north-east, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 27' 15''$  north and meridian of longitude  $74^{\circ} 45' 25''$  west; towards the north-east, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 27' 24''$  north and meridian of longitude  $74^{\circ} 44' 50''$  west; towards the north-east, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 27' 41''$  north and meridian of longitude  $74^{\circ} 43' 44''$  west; towards the north-east, a straight line up to the point of intersection of parallel of latitude  $57^{\circ} 30' 29''$  north and meridian of longitude

74° 33' 32" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 23' 22" north and meridian of longitude 74° 27' 32" west; towards the south-west, a straight line up to the point of intersection of meridian of longitude 74° 33' 40" west and the high watermark of the north shore of Deception Bay south of the Uivvaq peninsula, approximately at parallel of latitude 57° 21' 44" north; towards the south-east, a straight line up to the point of intersection of meridian of longitude 74° 32' 32" west and the high watermark of the south shore of Deception Bay of Lake Minto east of the Simialuit islands, approximately at parallel of latitude 57° 20' 42" north; in a general south-westerly direction, the high watermark of the south shore of Lake Minto up to the point of intersection with meridian of longitude 74° 44' 27" west, approximately at parallel of latitude 57° 16' 39" north; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 18' 51" north and meridian of longitude 74° 47' 07" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 16' 52" north and meridian of longitude 74° 52' 37" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 15' 07" north and meridian of longitude 74° 50' 11" west; towards the north-east, a straight line up to the point of intersection of the high watermark of the east shore of Lake Minto and meridian of longitude 74° 49' 26" west, approximately at parallel of latitude 57° 15' 10" north; in a general south-easterly direction, the high watermark of the east shore of Lake Minto up to the point of intersection with meridian of longitude 74° 35' 02" west, approximately at parallel of latitude 57° 12' 31" north; towards the south, a straight line up to the point of intersection of the south shore of Lake Minto with parallel of latitude 57° 12' 16" north, approximately at meridian of longitude 74° 35' 02" west; in a general south-westerly direction, the south shore of Lake Minto up to the point of intersection with meridian of longitude 75° 06' 26" west, approximately at parallel of latitude 57° 09' 46" north; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 12' 45" north and meridian of longitude 75° 08' 35" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 12' 47" north and meridian of longitude 75° 09' 27" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 12' 48" north and meridian of longitude 75° 10' 08" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 12' 54" north and meridian of longitude 75° 10' 51" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 12' 58" north and meridian of longitude 75° 11' 31" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 13' 01" north and meridian of longitude 75° 11' 53" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 13' 13" north and meridian of longitude 75° 12' 07" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 13' 24" north and meridian of longitude 75° 13' 17" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 13' 49" north and meridian of longitude 75° 13' 52" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 14' 27" north and meridian of longitude 75° 14' 11" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 15' 44" north and meridian of longitude 75° 13' 44" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 15' 57" north and meridian of longitude 75° 11' 36" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 16' 04" north and meridian of longitude 75° 11' 30" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 16' 19" north and meridian of longitude 75° 11' 22" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 16' 31" north and meridian of longitude 75° 11' 37" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 16' 49" north and meridian of longitude 75° 11' 36" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 17' 08" north and meridian of longitude 75° 11' 01" west; towards the east, a straight line up to the point of intersection of parallel of latitude 57° 17' 08" north and meridian of longitude 75° 10' 34" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 17' 36" north and meridian of longitude 75° 08' 22" west; towards the north-east,

a straight line up to the point of intersection of parallel of latitude 57° 19' 31" north and meridian of longitude 75° 06' 57" west; towards the north-west, a straight line up to the point of intersection of the south shore of a lake with parallel of latitude 57° 20' 13" north, approximately at meridian of longitude 75° 09' 19" west; in a general north-westerly direction, the shore of the above mentioned lake up to the point of intersection with parallel of latitude 57° 20' 40" north, approximately at meridian of longitude 75° 11' 35" west; towards the north-west, a straight line up to the point of intersection of the south-west shore of the above mentioned lake and parallel of latitude 57° 20' 52" north, approximately at meridian of longitude 75° 22' 13" west; in a general north-westerly direction, the south-west shore of the above mentioned lake up to the point of commencement.

This territory has an area of nine hundred and sixty-one square kilometres (961 km<sup>2</sup>).

*[Amendment integrated]*

**SIGNATORIES (CBJNQ 16)**

Signed at Québec, on October 24, 2002

**Makivik Corporation**

---

President

**Government of Québec**

---

Minister of Natural Resources

---

Minister responsible for Native Affairs

---

Minister for Native Affairs

## **Complementary Agreement no. 17**

(CBJNQ)

BETWEEN

MAKIVIK CORPORATION, a legal person duly established under chapter S-18.1 of the Revised Statutes of Québec, herein acting by its President, Mr. Pita Aatami, duly authorized to sign this Complementary agreement (hereinafter referred to as “Makivik”)

AND

THE GOUVERNEMENT DU QUÉBEC, represented by the ministre des Ressources naturelles, de la Faune et des Parcs, Mr. Sam Hamad, and by the ministre délégué aux Affaires intergouvernementales canadiennes et aux Affaires autochtones, Mr. Benoît Pelletier (hereinafter referred to as “Québec”).

WHEREAS Schedule 6 of Section 6 of the James Bay and Northern Québec Agreement, introduced through paragraph 23 of Complementary Agreement n° 6, indicates the map identification of the Cratère du Nouveau-Québec area and the accompanying text;

WHEREAS the parties wish to amend the said map identification, the date on which the park will be created and the title of the map identification, and to make the necessary amendments which result from these modifications;

WHEREAS Section 6 of the James Bay and Northern Québec Agreement may be amended with the consent of the interested Native party and Québec;

WHEREAS it is appropriate to again amend Section 6 of the James Bay and Northern Québec Agreement;

NOW, THEREFORE, the parties hereto hereby agree as follows:

**1** The title of Schedule 6 of Section 6 of the James Bay and Northern Québec Agreement, “Cratère du Nouveau-Québec”, introduced through paragraph 5 of Complementary Agreement n° 6, is replaced by “Parc national des Pingualuit”.

*[Amendment integrated]*

**2** The description of Category II lands of Kangiqsujuaq, in Section 6 of the James Bay and Northern Québec Agreement, introduced through paragraph 22 of Complementary Agreement n° 6, is amended by replacing, in the first sentence of Part Three, the words “cratère du Nouveau-Québec” by “Parc national des Pingualuit”.

*[Amendment integrated]*

**3** Schedule 6 of Section 6 of the James Bay and Northern Québec Agreement, introduced through paragraph 23 of Complementary Agreement n° 6, is modified:

3.1 by replacing the map identification by the new map identification herein;

3.2 by replacing, in the text accompanying the map identification, in the first paragraph, “November 1<sup>st</sup>, 1978” by “December 31<sup>st</sup>, 2003”;

3.3 by replacing the title of the map identification “Cratère du Nouveau-Québec” by “Parc national des Pingualuit”*[See plan no.19 (Complementary Documents)]*.

*[Amendment integrated]*

**SIGNATORIES (CBJNQ 17)**

EN FOI DE QUOI, les parties ont dûment signé la présente Convention complémentaire.

In witness whereof, the parties hereto have duly signed this Complementary Agreement.

Signée à Kuujjuaq le 29 Août 2003

Signed at Kuujjuaq on August 29, 2003

MAKIVIK CORPORATION

LE GOUVERNEMENT DU QUÉBEC

THE GOVERNMENT OF QUEBEC

---

Pita Aatami, président

---

Sam Hamad

Ministre des Ressources naturelles, de la Faune et des Parcs

---

Pierre Corbeil

Ministre délégué à la Forêt, à la Faune et aux Parcs

---

Benoît Pelletier

Ministre délégué aux Affaires intergouvernementales canadiennes  
et aux Affaires autochtones

## **Complementary Agreement no. 18**

(CBJNQ)

BETWEEN

MAKIVIK CORPORATION, a corporation duly incorporated under chapter S-18.1 of the Revised Statutes of Québec, represented by its President, Mr. Pita Aatami, duly authorized to sign this Complementary Agreement

(hereinafter referred to as “Makivik”),

And

Le GOUVERNEMENT DU QUÉBEC, represented by the ministre délégué aux Affaires intergouvernementales canadiennes et aux Affaires autochtones, Mr. Benoît Pelletier, and by the ministre de la Santé et des Services sociaux, Mr. Philippe Couillard

(hereinafter referred to as “Québec”),

And

The GOVERNMENT OF CANADA, represented by the Minister of Indian Affairs and Northern Development, Mr. Andy Scott.

(hereinafter referred to as “Canada”),

And

The CREE REGIONAL AUTHORITY, a corporation duly incorporated under chapter A-6.1 of the Revised Statutes of Québec, represented by its President, Mr. Ted Moses, duly authorized to sign this Complementary Agreement

(hereinafter referred to as “Cree Regional Authority”),

And

HYDRO-QUEBEC, a corporation duly incorporated under chapter H-5 of the Revised Statutes of Québec, represented by its President and Chief Executive Officer, Mr. Richard Cacchione, duly authorized to sign this Complementary Agreement

(hereinafter referred to as “Hydro-Québec”),

And

The SOCIÉTÉ D'ÉNERGIE DE LA BAIE JAMES, a corporation duly incorporated, represented by its President and Chief Executive Officer, Mr. Richard Cacchione, duly authorized to sign this Complementary Agreement

(hereinafter referred to as “SEBJ”),

And

The SOCIÉTÉ DE DÉVELOPPEMENT DE LA BAIE JAMES, a corporation duly incorporated, represented by its President and Chief Executive Officer, Mr. Jean-Claude Simard, duly authorized to sign this Complementary Agreement

(hereinafter referred to as “SDBJ”).

WHEREAS

Section 3 of the James Bay and Northern Québec Agreement, the Agreement approved, given effect to and declared valid by chapter 32 of the Statutes of Canada 1976-77 and chapter 46 of the Statutes of Québec, 1976, as amended from time to time (hereinafter referred to as the “Agreement”), provides for the eligibility requirements and enrolment procedures for beneficiaries of the Agreement;

WHEREAS

further to consultation conducted by Makivik, Inuit wish to redefine the eligibility requirements and enrolment procedures for Inuit beneficiaries of the Agreement and it is appropriate to do so;

WHEREAS

further to consultation conducted by Makivik, Inuit wish to have the responsibility for the maintenance of the Inuit beneficiaries register transferred to the Nunavik Enrolment Office, which will be established under the present Complementary Agreement;

WHEREAS

according to subsection 2.15 of the Agreement, it may be, from time to time, amended or modified in the manner provided in the Agreement, or in the absence of such provision, with the consent of all the Parties;

WHEREAS

the present Complementary Agreement does not affect Cree rights under Section 3 of the Agreement;

WHEREAS

the present Complementary Agreement does not retroactively affect Inuit beneficiaries’ rights acquired under Section 3 of the Agreement;

WHEREAS

the parties hereto wish to amend the Agreement in the manner hereinafter set forth;

NOW, therefore, the parties hereto agree as follows:

1. The Agreement is amended as specified in Schedule 1 attached hereto, which shall be considered as forming part of the present Complementary Agreement.
2. The parties will take all measures necessary within their respective jurisdictions to implement the present Complementary Agreement within a reasonable time.
3. The costs associated with the implementation of Section 3A introduced through paragraph 21 of Schedule 1 of the present Complementary Agreement will be assumed according to the terms of the *Partnership Agreement on Economic and Community Development in Nunavik*, signed on April 9, 2002 by Makivik, the Kativik Regional Government and Québec. Upon termination of this agreement, Makivik and Québec undertake to renegotiate the funding for the implementation of Section 3A.
4. The present Complementary Agreement shall come into force when the Orders in Council contemplated in the laws of Canada and Québec approving, giving effect to and declaring valid the present Complementary Agreement are both in force.

Schedule 1

Amendments to Sections 1, 3, 7, 8, 24 and 27 of the James Bay and Northern Québec Agreement

- 1 Paragraph 1.10 of Section 1 of the Agreement is replaced by the following:

“1.10 “Inuk” or “Inuit” in the plural: a person or persons eligible pursuant to Section 3A of the Agreement.”

*[Amendment integrated]*

2 Paragraph 1.14 of Section 1 of the Agreement is replaced by the following:

“1.14 “Non-native”: a person not eligible pursuant to Sections 3 or 3A of the Agreement.”

*[Amendment integrated]*

3 Paragraph 2.3 of Section 2 of the Agreement is amended by replacing, in the fourth paragraph, the words “in Section 3 (Eligibility)” with “in Section 3A (Eligibility – Inuit)”.

*[Amendment integrated]*

4 Paragraph 3.1.2 of Section 3 of the Agreement is deleted.

*[Amendment integrated]*

5 Paragraph 3.1.5 of Section 3 of the Agreement is amended by deleting the words “and in the case of the Inuit a resolution approved by a majority of the board of directors of an Inuit community corporation as defined in Section 7 of the Agreement or, until such corporation is established, the existing Inuit community council”.

*[Amendment integrated]*

6 Paragraphs 3.2.4, 3.2.5 and 3.2.6 of Section 3 of the Agreement are deleted.

*[Amendment integrated]*

7 Paragraph 3.2.7 of Section 3 of the Agreement is amended by replacing “3.2.6” with “3.2.3”.

*[Amendment integrated]*

8 Paragraph 3.4.2 of Section 3 of the Agreement is amended by replacing the words “Cree or Inuit Registers” with “Cree register”.

*[Amendment integrated]*

9 Sub-paragraph 3.4.4 d) of Section 3 of the Agreement is amended by deleting the words “or Inuit Communities”.

*[Amendment integrated]*

10 Paragraph 3.5.1 of Section 3 of the Agreement is amended by deleting the words “and an Inuit Register” and by replacing the words “In the case of the Crees, the Cree Register may contain” by “The Register shall contain”.

*[Amendment integrated]*

11 Paragraph 3.5.2 of Section 3 of the Agreement is amended by replacing the words “The Québec Cree and Inuit Registers” with “The Québec Cree Register”.

*[Amendment integrated]*

**12** Paragraph 3.5.3 of Section 3 of the Agreement is amended by replacing, on the first and third lines, the word “Registers” with “Register”.

*[Amendment integrated]*

**13** Paragraph 3.5.5 of Section 3 of the Agreement is deleted.

*[Amendment integrated]*

**14** Paragraph 7.1.2 of Section 7 of the Agreement is amended by replacing the words “Section 3” with the words “Section 3A”.

*[Amendment integrated]*

**15** Section 7 of the Agreement is amended by adding, after paragraph 7.1.16, the following paragraph:

“7.1.16A Residence

Non-Inuit spouses of Inuit beneficiaries, and their immediate families in the first degree, have the right to reside on Category I lands in accordance with the conditions established by the interested Inuit landholding corporation.”

*[Amendment integrated]*

**16** Sub-paragraph 8.1.1 c) of Section 8 of the Agreement is amended by replacing the words “Inuit shall mean those persons who qualify as Inuit in Section 3” with “Inuit shall mean those persons who qualify as Inuit in Section 3A”.

*[Amendment integrated]*

**17** Sub-paragraphs 24.1.16 a) and b) of Section 24 of the Agreement are amended by replacing the words “Section 3” with “Sections 3 or 3A”.

*[Amendment integrated]*

**18** Paragraph 24.1.17 of Section 24 of the Agreement is amended by replacing the words “Section 3” with “Sections 3 or 3A”.

*[Amendment integrated]*

**19** Sub-paragraph 24.4.0 c) of Section 24 of the Agreement, introduced through subsection 6 of Schedule 4 of Complementary Agreement n° 1, is amended by replacing the words “all persons not eligible in accordance with Section 3 of the Agreement” with “all persons not eligible in accordance with Sections 3 or 3A of the Agreement”.

*[Amendment integrated]*

**20** Paragraph 27.0.3 of Section 27 of the Agreement is amended by replacing the words “Section 3” with “Section 3A”.

*[Amendment integrated]*

**21** The Agreement is amended by adding, after Section 3, the following Section 3A:

### 3A Eligibility – Inuit

#### 3A.1 Application

3A.1.1 Section 3 of the Agreement does not apply to Inuit and Section 3A does not apply to Cree.

3A.1.2 The present Section does not retroactively affect Inuit beneficiaries' rights acquired under Section 3 of the Agreement.

#### 3A.2 Definitions

For the purposes of this Section, the following definitions apply:

“Associated with an Inuit community” refers to the familial, residential, historical, cultural or social connections a person has with an Inuit community.

“Inuit community” is one of the existing Inuit communities at Kangiqsualujjuaq, Kuujjuaq, Tasiujaq, Aupaluk, Kangirsuk, Quaqtaq, Kangiqsujaq, Salluit, Ivujivik, Akulivik, Puvirnituq, Inukjuak, Umiujaq, Kuujjuaraapik, Chisasibi, future Inuit communities recognized by Québec, and Killiniq (Port Burwell) for the specific purposes mentioned in the Agreement.

“Secretary General” is the secretary general of the *Registre de la Population du Québec*, now identified as the *Registres des bénéficiaires cris, inuits et naskapis de la Convention de la Baie-James et du Nord québécois et de la Convention du Nord-Est québécois* maintained at the ministère de la Santé et des Services sociaux.

#### 3A.3 Eligibility

3A.3.1 A person shall be entitled to be enrolled as a beneficiary under the Agreement, subject to paragraphs 3A.3.3 and 3A.3.4, if he or she :

- a) is alive,
- b) is a Canadian citizen,
- c) is an Inuk, as determined in accordance with Inuit customs and traditions,
- d) identifies himself or herself as an Inuk, and
- e) is associated with an Inuit community.

3A.3.2 For the purpose of sub-paragraph 3A.3.1 d), the parent or tutor of a person who is unable to identify himself or herself as an Inuk may identify that person as an Inuk.

3A.3.3 No persons shall be enrolled under the Agreement and at the same time enrolled under any other Canadian aboriginal land claims agreement or treaty. A person enrolled under another Canadian aboriginal land claims agreement or treaty who would be entitled to be enrolled as a beneficiary under the Agreement may enrol if he or she gives up, for the duration of such enrolment under the Agreement, his or her enrolment under the terms of the other Canadian aboriginal land claims agreement or treaty.

3A.3.4 Notwithstanding paragraph 3A.3.3, Inuit beneficiaries may be enrolled under other agreements or treaties related to Nunavik Inuit rights, notably those agreements or treaties that may be related to the Nunavik Marine Region surrounding Québec and to Labrador and the Labrador offshore area.

3A.3.5 The beneficiary status of a person whose entitlement to be enrolled was based on his or her status as the lawful spouse of a beneficiary, prior to the coming into force of the present Section, may be reviewed by the interested Community Enrolment Committee provided for in subsection 3A.6 to determine whether this person meets the eligibility requirements of the present subsection, if there are reasonable grounds to believe that he or she no longer has sufficient connection with an Inuit community in the event of

divorce, legal separation, de facto separation or the spouse's death, when any one of such events occurs after the coming into force of the present Section. De facto separation shall be evidenced by an affidavit signed by the spouse or another interested beneficiary attesting to the fact that the spouses have been separated for a period of at least one (1) year.

#### 3A.4 Nunavik Enrolment Office and Inuit Beneficiaries Register

3A.4.1 A Nunavik Enrolment Office, hereinafter "Enrolment Office", is hereby established under the authority of the Makivik Board of Directors and shall be located at the Makivik Head Office.

3A.4.2 The functions of the Enrolment Office shall be to:

- a) maintain the Inuit beneficiaries register, which includes the *Inuit Beneficiaries List* and the *List of Inuit Beneficiaries Living Outside the Territory for Ten (10) or More Continuous Years*, in accordance with the decisions of the Community Enrolment Committees and of the Nunavik Enrolment Review Committee provided for in subsection 3A.7;
- b) conduct elections for designating the Community Enrolment Committee members in each community where an Inuit Landholding Corporation, established by the *Act Respecting the Land Regime in the James Bay and New Québec Territories*, R.S.Q., c. R-13.1, does not exist;
- c) receive applications for review and notify the persons appointed to the standing list of members called upon to compose the Nunavik Enrolment Review committee;
- d) issue the Inuit beneficiaries register lists in accordance with subsection 3A.9.

3A.4.3 The Inuit beneficiaries register maintained by the Secretary General shall be transferred to the Enrolment Office. Consequently, the names of beneficiaries enrolled on each of the Inuit beneficiaries register lists maintained by the Secretary General on the date when the transfer occurs, as well as each beneficiary's affiliation to an Inuit community, shall be automatically enrolled on the corresponding Inuit beneficiaries register lists maintained by the Enrolment Office.

3A.4.4 A beneficiary enrolled on the *Inuit Beneficiaries List* shall be entitled to exercise rights and receive benefits under the Agreement as long as his or her name is enrolled thereon.

3A.4.5 A beneficiary who has established his or her residence outside the Territory during ten (10) or more continuous years is not entitled to exercise rights or receive benefits under the Agreement and his or her name is transferred to the *List of Inuit Beneficiaries Living Outside the Territory for Ten (10) or More Continuous Years*. Upon such beneficiary re-establishing his or her residence in the Territory, the right of such beneficiary to exercise rights and receive benefits under the Agreement shall revive and his or her name shall be transferred to the *Inuit Beneficiaries List*.

3A.4.6 Notwithstanding paragraph 3A.4.5, a beneficiary who has established his or her residence outside the Territory during ten (10) or more continuous years for purposes related to education, health or employment with an organization whose mandate is to promote the welfare of Inuit, shall continue to be entitled to exercise rights and receive benefits under the Agreement.

3A.4.7 For greater certainty, a beneficiary whose entitlement to exercise rights and receive benefits under the Agreement has been suspended under paragraph 3A.4.5 shall continue to be eligible for federal and provincial government programs and funding as an Inuk, subject to the criteria established from time to time for the application of such programs and to general parliamentary approval of such programs and funding.

3A.4.8 A beneficiary may at any time decide to discontinue enrolment under the Agreement and, upon reception by the Enrolment Office of that beneficiary's written directions to that effect, his or her name shall be removed from the Inuit beneficiaries register.

3A.4.9 Without restricting the generality of the foregoing and notwithstanding any other provision in this Section, a person shall not be enrolled at the same time as a Cree beneficiary and as an Inuit beneficiary under the Agreement. Upon attaining the age of majority, a person entitled to be enrolled on both the Cree beneficiaries register and Inuit beneficiaries register shall notify the Secretary General as to the register on which he or she wishes to be enrolled, and failing to do so, the Secretary General shall decide the register on which that person shall be enrolled. The Secretary General shall then forward its decision to the Enrolment Office.

3A.4.10 The Inuit beneficiaries register lists shall indicate the affiliation of a beneficiary to an Inuit community, as provided for in subsection 3A.5.

### 3A.5 Affiliation

3A.5.1 A beneficiary shall be affiliated to the Inuit community in which he or she is accepted for enrolment as a beneficiary. Although a beneficiary may be associated with more than one Inuit community, he or she may not be affiliated to more than one Inuit community concurrently.

3A.5.2 A beneficiary who is affiliated to an Inuit community may request a change of affiliation and become affiliated to another Inuit community with the consent of the latter's Community Enrolment Committee.

### 3A.6 Community Enrolment Committees

3A.6.1 A Community Enrolment Committee is hereby established in each Inuit community.

3A.6.2 A Community Enrolment Committee shall be composed of not less than three (3) and not more than thirteen (13) beneficiaries.

In each community where an Inuit Landholding Corporation exists, the Corporation's Board of Directors and one (1) Elder affiliated to the community shall compose the Community Enrolment Committee. The Elder shall be appointed for a two (2) year term by the Inuit Landholding Corporation, such term being renewable.

In each community where an Inuit Landholding Corporation does not exist, the Enrolment Office shall conduct elections for designating the Community Enrolment Committee members. The members shall be elected for a two (2) year term by the Inuit beneficiaries affiliated to those communities, such term being renewable.

3A.6.3 The functions of a Community Enrolment Committee shall be to:

a) decide whether a person applying for enrolment as a beneficiary under the Agreement meets each of the eligibility requirements of sub-paragraphs a), b), c) and d) of paragraph 3A.3.1 and is associated with the Committee's Inuit community in accordance with sub-paragraph e) of paragraph 3A.3.1. If the person meets these requirements, the Community Enrolment Committee shall affiliate the person to the Committee's Inuit community;

b) decide, upon its own motion, whether the name of a beneficiary affiliated to the Committee's Inuit community should be removed from the Inuit beneficiaries register, as a consequence of that person no longer meeting the eligibility requirements of sub-paragraphs a) or b) of paragraph 3A.3.1;

c) decide, upon its own motion or upon the request of a beneficiary, whether a person affiliated to the Committee's Inuit community is subject to paragraph 3A.3.5 and, as the case may be, decide whether the person meets the eligibility requirements of subsection 3A.3;

d) decide, upon the request of a beneficiary affiliated to another Inuit community, whether the beneficiary may become affiliated to the Committee's Inuit community;

e) decide, upon its own motion, whether a beneficiary affiliated to the Committee's Inuit community has established his or her residence outside the Territory during ten (10) or more continuous years for purposes other than those referred to in paragraph 3A.4.6;

f) decide, upon the request of a beneficiary affiliated to the Committee's Inuit community, whether the beneficiary has re-established his or her residence in the Territory;

g) notify the Enrolment Office of its decisions without delay.

3A.6.4 Community Enrolment Committee decisions shall be taken by a majority.

3A.6.5 No persons shall present an application for enrolment as a beneficiary under the Agreement or an application for a change of affiliation to more than one Community Enrolment Committee concurrently. If an application for enrolment or an application for a change of affiliation is refused, the person who had presented the application may apply to another Community Enrolment Committee in one of the following cases:

a) a period of twelve (12) months from the date of the first Community Enrolment Committee's decision has expired;

b) the person has renounced his or her right to apply for review of the first Community Enrolment Committee's decision;

c) the Nunavik Enrolment Review Committee has maintained the first Community Enrolment Committee's decision refusing the application for enrolment or the application for a change of affiliation.

3A.6.6 No proceedings may be brought against a Community Enrolment Committee member for acts performed in good faith in the exercise of his or her functions.

3A.7 Nunavik Enrolment Review Committee

3A.7.1 A Nunavik Enrolment Review Committee, hereinafter "Review Committee", is hereby established.

3A.7.2 A standing list of members called upon to compose the Review Committee shall be established. To this effect, the Makivik Board of Directors shall appoint two (2) beneficiaries from each of the three following regions: the Ungava region, the Hudson Strait region and the Hudson region.

3A.7.3 In no case may a member of a Community Enrolment Committee be appointed to the standing list.

3A.7.4 The members of the standing list shall be appointed for a three (3) year term, such term being renewable.

3A.7.5 The term of office of a member of the standing list may terminate prematurely only if he or she resigns or is removed from office for cause by the Makivik Board of Directors.

3A.7.6 When notified by the Enrolment Office of an application for review, the members of the standing list shall, by a majority of votes, appoint from among themselves three (3) members to compose the Review Committee. The members so appointed must represent each of the three regions referred to in paragraph 3A.7.2.

3A.7.7 The functions of the Review Committee shall be to:

a) decide upon any application for review presented by a person applying for enrolment as a beneficiary under the Agreement, following a decision of a Community Enrolment Committee to refuse enrolment. If the Review Committee decides that the person meets the eligibility requirements of sub-paragraphs a), b), c) and d) of paragraph 3A.3.1 and is associated with the Community Enrolment Committee's Inuit

community in accordance with sub-paragraph e) of paragraph 3A.3.1, it shall affiliate the person to the Committee's Inuit community;

b) decide upon any application for review presented by a person, following a decision by a Community Enrolment Committee to remove that person's name from the Inuit beneficiaries register;

c) decide upon any application for review presented by a beneficiary who had requested, pursuant to sub-paragraph 3A.6.3 c), that the name of another beneficiary be removed from the Inuit beneficiaries register, following a refusal by a Community Enrolment Committee to remove the name;

d) decide upon any application for review presented by a beneficiary, following a decision of a Community Enrolment Committee to refuse his or her request for affiliation to the Committee's Inuit community;

e) decide upon any application for review presented by a beneficiary, following a decision of a Community Enrolment Committee that the beneficiary has established his or her residence outside the Territory during ten (10) or more continuous years for purposes other than those referred to in paragraph 3A.4.6;

f) decide upon any application for review presented by a beneficiary, following a refusal by a Community Enrolment Committee to acknowledge that the beneficiary has re-established his or her residence in the Territory;

g) notify the Enrolment Office of its decisions without delay.

3A.7.8 During the review process, the Review Committee may allow further evidence.

3A.7.9 The quorum of the Review Committee shall be three (3) members and decisions shall be taken by a majority.

3A.7.10 Applications for review must be presented to the Enrolment Office within twelve (12) months of the date of the Community Enrolment Committee's decision.

3A.7.11 Every decision of the Review Committee is final and binding.

3A.7.12 No proceedings may be brought against a Review Committee member for acts performed in good faith in the exercise of his or her functions.

### 3A.8 Community Enrolment Committees and Review Committee Proceedings

3A.8.1 Subject to paragraphs 3A.8.2 to 3A.8.4, the Community Enrolment Committees and the Review Committee shall establish rules for conducting proceedings.

3A.8.2 Prior to making any decision, the Community Enrolment Committees and the Review Committee shall allow directly interested parties an opportunity to make representations.

3A.8.3 The Community Enrolment Committees and the Review Committee shall give directly interested parties written reasons for each decision within a reasonable time.

3A.8.4 All proceedings of the Community Enrolment Committees and the Review Committee shall be in Inuttitut and, at the request of a member of a Committee or of a directly interested party, in French or in English.

### 3A.9 Publication of the Inuit Beneficiaries Register Lists

3A.9.1 Subject to the Federal and Québec laws concerning privacy of information, the Enrolment Office shall make the Inuit beneficiaries register lists available to the public for consultation purposes without charge.

3A.9.2 A free copy of the Inuit beneficiaries register lists shall be supplied annually and at any other time upon request to the Government of Québec and the Government of Canada.

## 3A.10 Amendments

3A.10.1 The provisions of this Section may only be amended with the consent of Québec, Canada and the interested Native party.

3A.10.2 Legislation enacted to implement the provisions of this Section may be amended from time to time by the National Assembly of Québec in matters of its jurisdiction, and by Parliament in matters of federal jurisdiction.

*[Amendment integrated]*

## SIGNATORIES (CBJNQ 18)

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

IN WITNESS THEREOF, the parties hereto have signed seven copies of this Agreement on the date and at the place herein below indicated.

SOCIÉTÉ MAKIVIK

MAKIVIK CORPORATION:

	Kuujuuaq	Jan 27/2005
Le président, Pita Aatami, President	Endroit	Date
	Place	

GOUVERNEMENT DU QUÉBEC:

	Québec	Jan 20/2005
Le ministre de la Santé et des Services sociaux,	Endroit	Date
Philippe Couillard	Place	

	Kuujuuaq	Jan 27/2005
Le ministre délégué aux Affaires	Endroit	Date
intergouvernementales canadiennes et aux	Place	

Affaires autochtones,

Benoît Pelletier

GOUVERNEMENT DU CANADA

GOVERNMENT OF CANADA:

17/12/04

Le ministre des Affaires

Endroit

Date

indiennes et du Nord canadien

Place

Andy Scott,

Minister of Indian Affairs and Northern  
Development

ADMINISTRATION RÉGIONALE CRIE

CREE REGIONAL AUTHORITY:

Kuujjuaq

April 30/2004

Le président, Ted Moses, Chairman

Endroit

Date

Place

HYDRO-QUÉBEC:

Mtl

04/07/08

Le président-directeur général,

Endroit

Date

André Caillé,

Place

President and Chief Executive Officer

SOCIÉTÉ DE DÉVELOPPEMENT

DE LA BAIE-JAMES:

	Chibougamau	2004/05/07
Le président-directeur général,	Endroit	Date
Jean-Claude Simard,	Place	
President and Chief Executive Officer		
SOCIÉTÉ D'ÉNERGIE DE LA		
BAIE-JAMES:		

	Montréal	2004/06/09
Le président-directeur général,	Endroit	Date
Richard Cacchione,	Place	
President and Chief Executive Officer		

## Complementary Agreement no. 19

(CBJNQ)

AMONG: The CREE REGIONAL AUTHORITY, a legal person duly established in the public interest under the Act respecting the Cree Regional Authority, R.S.Q. c. A-6.1, herein represented by its Chairman and by Vice-Chairman, being duly authorized for the purposes hereof,

(herein designated the “Cree Regional Authority”),

AND: The GOUVERNEMENT DU QUÉBEC, herein represented by the ministre de la Sécurité publique and the ministre responsable des Affaires intergouvernementales canadiennes, des Affaires autochtones, de la Francophonie canadienne, de la Réforme des institutions démocratiques et de l'Accès à l'information,

(herein designated “Québec”),

AND: The GOVERNMENT OF CANADA, herein represented by the Minister of Public Safety and Emergency Preparedness and the Minister of Indian Affairs and Northern Development, being duly authorized for the purposes hereof,

(herein designated “Canada”).

### PREAMBLE

**Whereas** the parties hereto agree to the replacement of Section 19 of the James Bay and Northern Québec Agreement (hereinafter the “JBNQA”) by a new section the principal objective of which, among other things, is to replace the provisions for “Cree Units of the Québec Police Force” and “Cree Local Community Police Force”, provided for in the current subsections 19.1 and 19.2 of the JBNQA, with a new provision committing to a regional police force to be called the “Eeyou-Eenou Police”, and to merge the existing Cree Local Community Police Forces of the Cree communities into the regional police force;

**Whereas** the parties hereto also agree that this new regional police force, as were the current Cree Local Community Police Forces, will be a police force within the meaning of the *Police Act* (R.S.Q., c. P-13.1) and its members will be police officers under the meaning of that Act.

**NOW THEREFORE**, the parties hereto agree as follows:

1. Section 19 of the JBNQA is replaced by the following:

Section 19 Police (Crees)

19.1 The Cree Regional Authority is authorized to establish under its administration a regional police force to be called the "Eeyou-Eenou Police". To this end, the existing Cree Local Community Police Forces shall be merged into the regional police force. With the agreement of Québec, the Cree Regional Authority may designate another entity to administer the Eeyou-Eenou police force.

19.2 The Eeyou-Eenou police force will be a police force within the meaning of the *Police Act* and its members will be police officers within the meaning of that Act. Its mission and responsibilities and those of each of its police officers include maintaining peace, order and public security, preventing and repressing crime and offences under the law, apprehending offenders, and enforcing the by-laws and regulations of the Cree authorities.

19.3 The Eeyou-Eenou police force shall:

a) be responsible for police services within the following territorial areas :

i) the Category IA lands;

ii) the Category IB lands, including Special Category IB lands, as well as any other lands forming the territory of a Cree village within the meaning of the *Cree Villages and the Naskapi Village Act* (R.S.Q., c. V-5.1);

iii) the Category II or Category III lands situated within the perimeter of the Category I lands of a Cree community;

iv) if the Category I lands of a Cree community are bounded on any side by navigable or other waters, or by the bank or shore of such waters, the expanse in front of those lands, to the middle of such waters, including the islands and outcrops in such waters, if it is not already part of Category I lands of a Cree community; if, however, the waters fronting those lands are wider than 3 kilometers, this responsibility shall not be exercised beyond 1.5 kilometers from the bank or shore without the agreement of the Cree Regional Authority and Québec;

v) and any path or road determined by agreement between the Cree Regional Authority and Québec, as well as the adjacent lands.

b) assume a role and responsibilities for police services, in collaboration with the Sûreté du Québec, on Category II lands and on Category III lands contemplated by paragraph 22.1.6 in accordance with arrangements to be agreed upon the Cree Regional Authority and Québec, in consultation with the concerned police forces.

19.4 In order to carry out their mission, the Eeyou-Eenou police force and its police officers shall provide police services as set out in the *Police Act* and as determined through agreement between Québec and the Cree Regional Authority.

19.5 The hiring requirements for the police officers of the Eeyou-Eenou police force shall be determined through agreement between the Cree Regional Authority and Québec.

19.6 Canada and Québec shall each fund the Cree Regional Authority for the Eeyou-Eenou police force in accordance with a tripartite funding agreement to which the Cree Regional Authority shall be a party. The funding agreement shall have a minimum duration of five (5) years, unless otherwise agreed to by the parties to such agreement.

19.7 The respective shares of the total funding contribution provided by Canada and Québec pursuant to subsection 19.6 will be fifty-two percent (52%) and forty-eight percent (48%), respectively, unless otherwise agreed between Canada and Québec.

19.8 The number of police officers funded pursuant to sub-section 19.6 for the Eeyou-Eenou police force is set, as of April 1<sup>st</sup>, 2007, in accordance with a ratio of one (1) police officer for every two hundred and fifteen (215) Cree and non-Cree residents on the lands contemplated by paragraph 19.3 a).

19.9 For the application of sub-section 19.8, the population level shall be measured at December 31, 2006 through statistical sources agreed to by the Cree Regional Authority, Québec and Canada. Subsequently, the population level will be measured every five years in accordance with the same modalities, provided however that the number of police officers funded pursuant to this sub-section cannot be reduced to less than sixty-five (65) police officers.

19.10 The provisions of this section can only be amended with the consent of Canada and the Cree Native Party, in matters of federal jurisdiction, and with the consent of Québec and the Cree Native Party, in matters of provincial jurisdiction.

Legislation enacted to give effect to the provisions of this section may be amended from time to time by the National Assembly of Québec in matters of provincial jurisdiction, and by Parliament in matters of federal jurisdiction.

**[Amendment integrated]**

2. Québec and Canada undertake to recommend to the National Assembly and to Parliament respectively the amendments to existing legislation of general or specific application in order to ensure that they reflect this Complementary Agreement. Québec and Canada, as the case may be, will consult the Cree Native Party in respect to the legislation to be recommended prior to the submission thereof to the National Assembly and to Parliament.

3. The provisions of Section 19 of the JBNQA as they read immediately prior to the coming into force of this Complementary Agreement shall, in regard to any matter contemplated therein, continue to govern the respective rights and responsibilities of the parties for the period prior to the coming into force of this Complementary Agreement.

4. The preamble to this Complementary Agreement forms an integral part thereof.

5. This Complementary Agreement shall come into force when the Orders in Council contemplated in the laws of Canada and Québec for approving, giving effect to and declaring valid the present Complementary Agreement are both in force.

**IN WITNESS WHEREOF**, the parties hereto signed on the date and at the place hereinbelow indicated.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

The CREE REGIONAL AUTHORITY

By: \_\_\_\_\_

Matthew Mukash

Chairman

By: \_\_\_\_\_

Ashley Iserhoff

Vice-Chairman

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

The GOUVERNEMENT DU QUÉBEC

By: \_\_\_\_\_

Jacques P. Dupuis

Ministre de la Sécurité publique

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

By : \_\_\_\_\_

Benoît Pelletier

Ministre responsable des Affaires intergouvernementales canadiennes, des Affaires autochtones, de la Francophonie canadienne, de la Réforme des institutions démocratiques et de l'Accès à l'information

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

The GOVERNMENT OF CANADA

By: \_\_\_\_\_

Stockwell Day

Minister of Public Safety and Emergency Preparedness

By: \_\_\_\_\_

Chuck Strahl

Minister of Indian Affairs and Northern Development

## Complementary Agreement no. 20

(CBJNQ)

AMONG:	The CREE REGIONAL AUTHORITY, a legal person duly established in the public interest under the Act respecting the Cree Regional Authority, R.S.Q., c. A-6.1, herein represented by its Chairman and Vice-Chairman, being duly authorized for the purposes hereof,  (herein designated “CRA”),
AND:	The GOUVERNEMENT DU QUÉBEC, herein represented by the ministre du Développement durable, de l’Environnement et des Parcs and the ministre responsable des Affaires intergouvernementales canadiennes, des Affaires autochtones, de la Francophonie canadienne, de la Réforme des institutions démocratiques et de l’Accès à l’information,  (herein designated “Québec”),
AND:	The GOVERNMENT OF CANADA, herein represented by the Minister of Indian Affairs and Northern Development, being duly authorized for the purposes hereof,  (herein designated “Canada”).

### PREAMBLE

**WHEREAS** the parties hereto agree to amend the definition of “administrator” provided in paragraph 22.1.1 of Section 22 of the *James Bay and Northern Québec Agreement* (hereafter referred to as “JBNQA”);

**WHEREAS** the parties agree that this amendment is without prejudice to the respective position of the parties concerning the application or non-application in certain circumstances in the territory contemplated by Section 22 of the JBNQA of the environmental and social impact procedures of Québec or of Canada;

**WHEREAS** the parties further agree that this amendment does not affect the responsibilities and jurisdiction of the Cree villages as provided for in the *Cree Villages and the Naskapi Village Act* (R.S.Q., c. V-5.1).

**NOW THEREFORE**, the parties hereto agree as follows:

1. Sub-paragraph 22.1.1 iii) of the JBNQA is replaced by the following:

“22.1.1 iii) in the case of proposed development in Category I, the Administrator designated by the Cree Regional Authority.”

[*Amendment integrated*]

2. Québec and Canada undertake to recommend to the National Assembly and to Parliament respectively the amendments to existing legislations of general or specific application in order to ensure that they reflect this Complementary Agreement. Québec and Canada, as the case may be, will consult the Cree Regional

Authority in respect to the legislation to be recommended prior to the submission thereof to the National Assembly and to Parliament.

3. The preamble to this Complementary Agreement forms an integral part thereof.

4. This Complementary Agreement shall come into force when the Orders-in-Council contemplated in the laws of Canada and Québec for approving, giving effect to and declaring valid the present Complementary Agreement are both in force.

**IN WITNESS THEREOF**, the parties hereto have signed on the date and at the place hereinbelow indicated.

Signed at _____ this _____ day of _____ 2008.	
By:	The CREE REGIONAL AUTHORITY
	Matthew Mukash Chairman
By:	
	Ashley Iserhoff Vice-Chairman
Signed at _____ this _____ day of _____ 2008.	
By:	The GOUVERNEMENT DU QUÉBEC

By:	Line Beauchamp  Ministre du Développement durable, de l'Environnement et des Parcs
	Benoît Pelletier  Ministre responsable des Affaires intergouvernementales canadiennes, des Affaires autochtones, de la Francophonie canadienne, de la Réforme des institutions démocratiques et de l'Accès à l'information
Signed at _____ this _____ day of _____ 2008.	
By:	The GOVERNMENT OF CANADA
	Chuck Strahl  Minister of Indian Affairs and Northern Development

## Complementary Agreement no. 21

(CBJNQ)

BETWEEN :	The CREE REGIONAL AUTHORITY, a legal person duly established in the public interest under an Act respecting the Cree Regional Authority (R.S.Q., c. A-6.1), herein acting and represented by Dr Matthew Coon Come, its Chairman, and by Mr. Ashley Iserhoff, its Vice-Chairman, duly authorized to execute this Agreement;
AND :	HYDRO-QUÉBEC, a corporation duly incorporated under the Hydro-Québec Act (R.S.Q., c. H-5), herein acting and represented by Mr. Richard Cacchione, President, Hydro-Québec Production, duly authorized to execute this Agreement;
AND :	The SOCIÉTÉ D'ÉNERGIE DE LA BAIE JAMES, duly constituted as a corporation by letters patent issued by the Lieutenant-Governor of Québec in virtue of section 21 of the James Bay Region Development Act (R.S.Q., c. D-8), then in force, herein acting and represented by Mr. Réal Laporte, its President and Chief Executive Officer, duly authorized to execute this Agreement.

**WHEREAS** the parties hereto are also parties to the Agreement concerning La Sarcelle Powerhouse and the Boumhounan Agreement;

**WHEREAS** the parties hereto have agreed in the Boumhounan Agreement to amend paragraph 8.2.2 of the James Bay and Northern Québec Agreement as replaced pursuant to section 2 of Complementary Agreement No. 5.

### **NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

The second sub-paragraph of paragraph 8.2.2 of the James Bay and Northern Québec Agreement is replaced by the following:

*"The diverted flow from the Eastmain, Opinaca and Rupert rivers through the La Sarcelle Powerhouse and the La Sarcelle Control Structure at the Opinaca Reservoir outlet shall not exceed two thousand seven hundred and seventy cubic meters per second (2,770 m<sup>3</sup>/s).*

*However, the La Sarcelle control structure and the La Sarcelle powerhouse have a combined discharge capacity of three thousand three hundred and sixty two cubic meters per second (3,362 m<sup>3</sup>/s) and the flow rate through both structures may from time to time exceed 2,770 m<sup>3</sup>/s in cases of emergency, to ensure public safety or to reduce the frequency of use of the Eastmain River control structure. "*

**IN WITNESS WHEREOF**, the parties have signed at Montréal (Québec), this 17e day of December 2009.

CREE REGIONAL AUTHORITY
Dr Matthew Coon Come
Chairmant

Ashley Iserhoff
Vice-Chairman
HYDRO-QUÉBEC
Richard Cacchione
President, Hydro-Québec Production
SOCIÉTÉ D'ÉNERGIE DE LA BAIE JAMES
Réal Laporte
President and Chief Executive Officer

Le ministre responsable des Affaires autochtones a signé la présente Entente à la date et à l'endroit indiqués aux présentes.

The Minister responsible for Indigenous Affairs has signed this Agreement on the date and at the place herein indicated.

Signé à (signed at) Québec (Québec), ce (this) 17th jour de (day of) février 2010.

	Par (by:)
	Pierre Corbeil,
	Ministre responsable des Affaires autochtones

## Complementary Agreement no. 22

(CBJNQ)

BETWEEN:	The CREE REGIONAL AUTHORITY, a public corporation duly constituted under chapter 89 of the Statutes of Québec 1978, now the Act respecting the Cree Regional Authority (R.S.Q.c. A6.1), represented by its Chairman, Dr. Matthew Coon Come and its Vice-Chairman, Mr. Ashley Iserhoff, duly authorized to sign this Complementary Agreement;  (herein referred to as the “CRA”)
AND:	The GOUVERNEMENT DU QUÉBEC, represented by le ministre responsable des Affaires autochtones, M. Geoffrey Kelley, le ministre des Ressources naturelles et de la Faune, M. Clément Gignac and le ministre responsable des Affaires intergouvernementales canadiennes et de la Francophonie canadienne, M. Yvon Vallières, duly authorized to sign this Complementary Agreement;  (herein referred to as “Québec”)
AND:	The GOVERNMENT OF CANADA, herein represented by the Minister of Indian Affairs and Northern Development, the Honourable John Duncan, duly authorized to sign this Complementary Agreement;  (herein referred to as “Canada”)
	THE PARTIES
AND:	THE CREES OF OUIJÉBOUGOUMOU (THE OUIJÉBOUGOUMOU CREE NATION), as defined in section 1 of this Complementary Agreement, herein acting through the OUIJÉ-BOUGOUMOU EENUCH ASSOCIATION, and represented by their traditional Chief, Mr. Reggie Neeposh, duly authorized to sign this Complementary Agreement;  (herein referred to as “the Crees of Oujé-Bougoumou”)
	THE CREE INTERVENOR
AND:	MAKIVIK CORPORATION, a corporation duly incorporated under the Act respecting Makivik Corporation, R.S.Q. c. S-18.1, represented by its President, Mr. Pita Aatami, duly authorized to sign this Complementary Agreement;
AND:	HYDRO-QUÉBEC, a corporation duly incorporated, represented by its President and Chief Executive Officer, M.. Thierry Vandal, duly authorized to sign this Complementary Agreement;
AND:	LA SOCIÉTÉ DE DÉVELOPPEMENT DE LA BAIE JAMES, a corporation duly incorporated, represented by its President and Chief Executive Officer, M. Raymond Thibault, duly authorized to sign this Complementary Agreement;
AND:	LA SOCIÉTÉ D'ÉNERGIE DE LA BAIE JAMES, a corporation duly incorporated, represented by its President and Chief Executive Officer, M. Réal Laporte, duly authorized to sign this Complementary Agreement;
	THE JBNQA PARTY INTERVENORS

## PREAMBLE

**WHEREAS** the *Oujé-Bougoumou Agreement* with Québec dated September 6, 1989, the *OujéBougoumou/Canada Agreement* dated May 22, 1992, the *Agreement for the Implementation of the Outstanding Issues Related to the Oujé-Bougoumou Agreement* dated September 14, 1994, the *New Relationship Agreement Between le Gouvernement du Québec and the Crees of Québec* [NDLR: *Agreement concerning a New Relationship between le Gouvernement du Québec and the Crees of Québec*] dated February 7, 2002 as amended, and in particular, Schedule G thereof, the *Settlement Framework Related to the Transfer of Lands Between Mistissini and Oujé-Bougoumou* dated March 21, 2002 as amended, as well as the *Agreement Concerning a New Relationship Between the Government of Canada and the Crees of Eeyou Istchee* dated February 21, 2008, provide for or contemplate, in order to fulfill certain commitments in those agreements, certain amendments to the *James Bay and Northern Québec Agreement* (hereinafter the *JBNQA*);

**WHEREAS** the present Complementary Agreement is, *inter alia*, the Complementary Agreement to the *JBNQA* with respect to the Crees of Oujé-Bougoumou contemplated by those agreements and is also the “Oujé-

Bougoumou Band Complementary Agreement” contemplated by Bill C-28, *An Act to amend the Cree-Naskapi (of Québec) Act*, which received Royal Assent on June 11, 2009;

**WHEREAS** the Crees of Oujé-Bougoumou consent to this Complementary Agreement and intervene herein to confirm their consent;

**WHEREAS** Sub-Section 2.15 of the *JBNQA* provides that the *JBNQA* may, from time to time, be amended or modified in the manner provided in the *JBNQA*, or in the absence of such provision, with the consent of all the parties, and for this reason, Makivik Corporation, Hydro-Québec, la Société de développement de la Baie James and La Société d’énergie de la Baie James intervene herein for the sole purpose of giving the required consent to the amendments to the *JBNQA* set out in Schedule 1 hereof.

**NOW, therefore, the Parties hereto agree as follows:**

**A. INCORPORATION, INTEGRATION AND RECOGNITION OF THE CREES OF OUJÉ-BOUGOUMOU (OUJÉ-BOUGOUMOU CREE NATION) AS A SEPARATE CREE COMMUNITY UNDER THE JBNQA**

**1** For the purposes of the *JBNQA*, the words “the Crees of Oujé-Bougoumou”, the words “the Oujé-Bougoumou Cree Nation” and the word “Oujé-Bougoumou” mean the collectivity composed of persons identified as affiliated with the community known as Oujé-Bougoumou and enrolled or entitled to be enrolled as Cree beneficiaries pursuant to Section 3 of the *JBNQA*. The Oujé-Bougoumou *Official List of Beneficiaries by Community of Affiliation*, according to the *Crees, Naskapis, Inuit Register* of the ministère de la Santé et des Services Sociaux contains the names of those persons who comprise the community or the collectivity of Oujé-Bougoumou, as of the execution of this Complementary Agreement No. 22. Such list shall thereafter be kept and maintained by the Oujé-Bougoumou local registry officer.

**2** The Crees of Oujé-Bougoumou are hereby joined to, incorporated and integrated into and recognized under the *JBNQA*, for all intents and purposes, as a separate Cree community, fully having the same status, rights, capacity and obligations as the other eight James Bay Cree communities, as of and from the date of the coming into force of this Complementary Agreement.

**3** For greater certainty, the joining, incorporation or integration of the Crees of Oujé-Bougoumou as a separate Cree community does not negate or affect in any way the status as beneficiary of the members thereof who, as James Bay Crees pursuant to Sub-Section 1.9 of the *JBNQA*, have been entitled to be enrolled pursuant to Section 3 of the *JBNQA* as of or from November 11, 1975.

**B. SELECTION, DESCRIPTION AND ALLOCATION OF OUJÉ-BOUGOUMOU LANDS**

**4** The Crees of Oujé-Bougoumou have a right, in conformity with this Complementary Agreement, to an area of Category I lands totalling one hundred sixty-seven square kilometres (167 km<sup>2</sup>). These lands shall be selected, described and allocated for the Crees of Oujé-Bougoumou in accordance with this Part B and transferred and set aside for the Crees of Oujé-Bougoumou in accordance with Part D. The selection, description and allocation of these lands shall be as follows:

- a** there shall be one hundred square kilometres (100 km<sup>2</sup>) of Category IA lands. The Category IA lands selected are depicted on a plan, at a scale of 1:50,000, which is officially filed in the survey archives of the *Bureau de l’arpenteur général du Québec* under number 13155-1, a small format illustration of which plan is attached hereto as Schedule 6(a) to this Complementary Agreement. The territorial description of these Category IA lands is officially filed in the survey archives of the *Bureau de l’arpenteur général du Québec* under number 129857 and is attached hereto as Schedule 6(b) to this Complementary Agreement; and

**b** there shall be sixty-seven square kilometres (67 km<sup>2</sup>) of Category IB lands. The Category IB lands selected are depicted on a plan, at a scale of 1:50,000, which is officially filed in the survey archives of the *Bureau de l'arpenteur général du Québec* under number 13155-2 [NDLR:13155-1], a small format illustration of which plan is attached hereto as Schedule 6(a) to this Complementary Agreement. The territorial description of these Category IB lands is officially filed in the survey archives of the *Bureau de l'arpenteur général du Québec* under number 129858 and is attached hereto as Schedule 6(b) to this Complementary Agreement.

**5** The Crees of Oujé-Bougoumou have a right, in conformity with this Complementary Agreement, to an area of Category II lands totalling two thousand one hundred and forty-five square kilometres (2,145 km<sup>2</sup>), the selection of which is depicted on a plan, at a scale of 1:250,000, which is officially filed in the survey archives of the *Bureau de l'arpenteur général du Québec* under number 13155-2, a small format illustration of which plan is attached hereto as Schedule 6(c) to this Complementary Agreement. This territorial description of the Category II lands is officially filed in the survey archives of the *Bureau de l'arpenteur général du Québec* under number 129859 and is attached hereto as Schedule 6(d) to this Complementary Agreement.

**6** The lands referred to in sections 4 and 5 above shall herein collectively be referred to as “Oujé-Bougoumou lands”.

**7** Pending the land transactions contemplated by Part D hereof, the Oujé-Bougoumou land descriptions set out in Schedule 6 constitute the preliminary territorial descriptions of Oujé-Bougoumou lands. However, there shall be no allocations, transfers or setting aside on a preliminary basis in respect to the Oujé-Bougoumou lands, and such lands shall not acquire the legal attributes respectively of Category IA, IB or II lands until the completion of the requirements set out in sections 16 and 17.

**8** There shall be no two hundred foot (200') (60.96 meters) corridor for Oujé-Bougoumou lands.

**9** For greater certainty, this Complementary Agreement conforms with the commitments to transfer and set aside Category IA lands, transfer Category IB lands and describe Category II lands for Oujé-Bougoumou set out in the *Oujé-Bougoumou Agreement* with Québec dated September 6, 1989, the *Oujé-Bougoumou/Canada Agreement* dated May 22, 1992, the *Agreement for the Implementation of the Outstanding Issues Related to the Oujé-Bougoumou Agreement* dated September 14, 1994, the *New Relationship Agreement Between le Gouvernement du Québec and the Crees of Québec* dated February 7, 2002 as amended, and the *Settlement Framework Related to the Transfer of Lands Between Mistissini and Oujé-Bougoumou* dated March 21, 2002 as amended, notwithstanding any provisions respecting lands in those agreements that may differ from the land-related provisions hereof.

### **C. SURVEYS OF OUJÉ-BOUGOUMOU LANDS**

**10** Prior to, or as soon as possible following the coming into force of this Complementary Agreement, authorizations for surveys of Oujé-Bougoumou lands, once approved by the Crees of Oujé-Bougoumou by resolution, will be given by the *Bureau de l'arpenteur général du Québec* to the land surveyors appointed by Canada (for Category IA lands) and by Québec (for Category IB lands). The surveys will be conducted in accordance with the current *Instructions générales d'arpentage* provided by the *Bureau de l'arpenteur général du Québec*, and, in respect of Category IA lands, including all Category IA boundaries, the survey will also satisfy federal surveying requirements set out in the *General Instructions For Surveying, e Edition*.

**11** As soon as possible following completion of the requirements of section 10:

- a** Canada shall carry out, at its sole expense, the survey of the Oujé-Bougoumou Category IA lands; and

**b** Québec shall carry out, at its sole expense, the survey of the Oujé-Bougoumou Category IB lands.

For greater certainty, surveys in respect of any boundaries between Category IA and IB lands will be carried out by Canada at its sole expense.

**12** At the request of the Crees of Oujé-Bougoumou, the survey crew shall include a nominee to act as an observer during the course of the survey process.

**13** In the event of a discrepancy, during the survey process, between the plans attached as Schedule 6(a) and 6(c) and the preliminary territorial descriptions in Schedule 6(b) and Schedule 6(d), the plans shall prevail.

**14** All survey documents prepared by the surveyors on the basis of completed surveys, including final plans, all accompanying notes, territorial descriptions and other data related to the surveys, shall subsequently be submitted to the Crees of Oujé-Bougoumou.

**15** As soon as practicable following their completion but subject to the prior approval by resolution of the Crees of Oujé-Bougoumou, the final survey documents (plans and territorial descriptions) shall be filed in the survey archives of the *Bureau de l'arpenteur général du Québec* and be deemed official. A copy of the survey documents for Category IA lands shall then also be filed in the Canada Lands Survey Records.

#### **D. TRANSFER AND SETTING ASIDE OF OUJÉ-BOUGOUMOU LANDS**

**16** As soon as the surveys provided for in Part C have been completed and accepted by Québec and the Crees of Oujé-Bougoumou, as well as, for Category IA lands, by Canada, and provided that this Complementary Agreement has come into force:

**a** Québec shall, by Order-in-Council, transfer to Canada the administration, management and control of the Oujé-Bougoumou Category IA lands contemplated in subsection 4(a), for the exclusive use and benefit of the Crees of Oujé-Bougoumou. This will be the sole transfer and final deed for Québec;

**b** Québec shall, by letters patent, transfer to the Oujé-Bougoumou Landholding Corporation, the ownership of the Oujé-Bougoumou Category IB lands contemplated in subsection 4(b). This will be the sole transfer and final deed for Québec. Such lands shall thereafter be Category IB lands under the *JBNQA* and under the *Act respecting the land regime in James Bay and New Québec Territories* (R.S.Q., c. R-13-1); and

**c** Québec shall, by Order-in-Council, describe the Oujé-Bougoumou Category II lands contemplated in section 5. Such lands shall thereafter be Category II lands under the *JBNQA* and under the *Act respecting the land regime in the James Bay and New Québec Territories* (R.S.Q., c. R-13-1).

**17** Subject to sections 18 and 19, as soon as possible following the transfer of administration, management and control referred to in subsection 16(a), and in any event, no later than one year thereafter, or such further period of time as may be agreed to by Canada, the CRA, and the Crees of Oujé-Bougoumou, Canada shall accept such transfer of administration, management and control and shall set aside the lands for the exclusive use and benefit of the Crees of Oujé-Bougoumou. Such lands shall thereafter be Category IA lands under the *JBNQA*, the *Cree-Naskapi (of Québec) Act* (S.C. 1984, c. 18), as amended (hereinafter the *CN(Q)A*) and the *Act respecting the land regime in the James Bay and New Québec Territories* (R.S.Q., c. R-13-1).

**18** Canada will bear no responsibility for the environmental condition of the Oujé-Bougoumou Category IA lands contemplated in subsection 4(a), as that condition may exist upon acceptance by Canada of the transfer of administration, management and control of such lands from Québec, or for any remediation that may be related thereto.

**19** Canada will bear no liability for any damages that may be related to the environmental condition of the Oujé-Bougoumou Category IA lands contemplated in subsection 4(a), as that condition may exist upon acceptance by Canada of the transfer of administration, management and control of such lands from Québec.

**20** The Crees of Oujé-Bougoumou and the CRA undertake not to institute legal proceedings against Canada, its Ministers, officers, directors, employees, servants and agents, or their successors and assigns, nor to encourage or support any third party to institute any such legal proceedings with respect to:

- a** the environmental condition of the Oujé-Bougoumou Category IA lands contemplated in subsection 4(a), as that condition may exist upon acceptance by Canada of the transfer of administration, management and control of such lands from Québec; or
- b** any damages that may be related to the environmental condition or remediation of the Oujé-Bougoumou Category IA lands contemplated in subsection 4(a).

#### **E. TOTAL JBNQA LAND AREA**

**21** Québec hereby consents:

- a** to the total area of Category I lands, for the James Bay Crees, of five thousand five hundred and forty-four and one-tenth square kilometres, (5,544.1 km<sup>2</sup>) being increased by one hundred sixty-seven square kilometres (167 km<sup>2</sup>), and
- b** to the total area of Category II lands, for the James Bay Crees, of sixty nine thousand nine hundred and ninety-five and two-tenths square kilometres (69,995.2 km<sup>2</sup>) being increased by two thousand one hundred forty-five square kilometres (2,145 km<sup>2</sup>)

for the period between the allocation and setting aside of Oujé-Bougoumou lands and the deduction of Category I and Category II lands equivalent to the increased areas referred to in this section. Such deduction must be effected pursuant to an agreement in accordance with the *New Relationship Agreement Between le Gouvernement du Québec and the Crees of Québec* dated February 7, 2002, as amended, and the *Settlement Framework Related to the Transfer of Lands Between Mistissini and Oujé-Bougoumou* dated March 21, 2002, as amended.

**22** For greater certainty, and consistent with paragraphs 5.1.2 and 5.1.3 of the *JBNQA*, the Oujé-Bougoumou Category I lands are excluded from the James Bay Municipality, including during the period contemplated in section 23.

#### **F. OUJÉ-BOUGOUMOU TRANSITIONAL PROVISIONS**

**23** Subject to section 24, the following transitional provisions shall apply until the transfer and setting aside of Category IA lands, the transfer of Category IB lands, the description of Category II lands and the coming into force of the amendments contemplated in section 28 that relate to the matters described in subsections (a) to (e):

- a** The Crees of Oujé-Bougoumou shall be treated by Québec and Canada, to the extent possible, as a distinct Cree community under the *JBNQA*;
- b** The Crees of Oujé-Bougoumou, for greater certainty, will continue to occupy, use and enjoy the Oujé-Bougoumou lands contemplated in sections 4 and 5 in accordance with present practice;
- c** Québec undertakes not to alienate, cede, transfer or otherwise grant rights respecting the lands which are to be allocated as Category I lands to or for the benefit of the Crees of Oujé-Bougoumou, except for those rights which Québec may grant under Section 5 of the *JBNQA*;

**d** The Crees of Oujé-Bougoumou will continue to benefit from the provisions of the *JBNQA* relating to Health and Social Services, Education and Justice and Police to the extent possible; and

**e** Québec shall:

i) put in place transitional measures to ensure that the Crees of Oujé-Bougoumou have the exclusive right to hunt and fish on the Oujé-Bougoumou lands contemplated in sections 4 and 5; and

ii) not grant any other outfitting rights on the Oujé-Bougoumou lands contemplated in sections 4 and 5, unless otherwise agreed to by the Crees of Oujé-Bougoumou.

**24** Subsections 23(a) to (d) shall apply from the execution of this Complementary Agreement, and subsection 23(e) shall apply as soon as possible after the execution of this Complementary Agreement. Moreover, these transitional provisions shall thereupon replace, and apply instead of, the protection measures contemplated in section 7 of the *Settlement Framework Related to the Transfer of Lands Between Mistissini and Oujé-Bougoumou* dated March 21, 2002, as amended.

**25** Without restricting the generality of section 23, from the coming into force of this Complementary Agreement until the formal incorporation of the Crees of Oujé-Bougoumou as a distinct Cree Band under the *CN(Q)A*, the Crees of Oujé-Bougoumou shall be deemed to have the same rights, powers and obligations as the other Cree Bands under the *CN(Q)A* and the provisions thereof applicable to Cree Bands shall apply *mutatis mutandis* to the Crees of Oujé-Bougoumou as if they were a Cree Band under that Act.

## **G. GENERAL AND SPECIFIC AMENDMENTS TO THE JBNQA**

**26** The *JBNQA* is hereby amended by the provisions of this Complementary Agreement. Specific provisions of the *JBNQA* are amended in the manner and form set out in Schedules 1 to 4 hereto.

**27** The amendments to the specific provisions of the *JBNQA* requiring the consent of the Parties and the *JBNQA* Party Intervenors are set out in Schedule 1; the amendments requiring the consent of the Parties are set out in Schedule 2; the amendments requiring the consent of the CRA and Québec are set out in Schedule 3; and the amendments requiring the consent of the CRA and Canada are set out in Schedule 4. The amendments to the *CN(Q)A* contemplated by Schedule 4 are set out in Schedule 5. For the purposes of Sub-Section 2.15 of the *JBNQA*, the consent to the amendments to the *JBNQA* contemplated by this Complementary Agreement is given by the CRA on behalf of the Crees.

## **H. AMENDMENTS TO LEGISLATION**

**28** As soon as possible following the coming into force of this Complementary Agreement, Québec undertakes to recommend to l'Assemblée nationale amendments to legislation of general or specific application to ensure that such legislation reflects or implements this Complementary Agreement, and, in particular, appropriate amendments to the *Act respecting the land regime in the James Bay and New Québec Territories* (R.S.Q., c. R-13.1).

**29** As soon as possible following the coming into force of this Complementary Agreement, Canada undertakes to recommend to Parliament any amendments to legislation of general or specific application that may be necessary to ensure that such legislation reflects or implements this Complementary Agreement. The amendments to the *CN(Q)A* to, *inter alia*, incorporate the Crees of Oujé-Bougoumou as a band (*i.e.*, to incorporate Oujé-Bougoumou to act as a local government) contemplated by Schedules 4 and 5 hereof were adopted through Bill C-28, *An Act to amend the Cree-Naskapi (of Québec) Act*, which received Royal Assent on June 11, 2009.

**30** As applicable, Québec and Canada will consult the CRA and the Crees of Oujé-Bougoumou with respect to any amendments to legislation required by sections 28 and 29, prior to the recommendation of such amendments to l'Assemblée nationale or to Parliament, as the case may be.

## **I. GENERAL AND INTERPRETIVE PROVISIONS**

**31** The preamble and the Schedules to this Complementary Agreement form an integral part thereof.

**32** For greater certainty, and unless stipulated otherwise, references in this Complementary Agreement to the *JBNQA* shall be to the *JBNQA* as amended.

**33** For greater certainty, references in the *JBNQA* to Category IA, IB or II lands shall, from the coming into force of this Complementary Agreement, include the Category IA, IB or II lands of the Crees of Oujé-Bougoumou.

**34** In the event that the establishment of the regional police force (Eeyou-Eenou Police) contemplated by Section 19 of the *JBNQA* as well as by Division V.1 of Chapter I of Title II of the *Police Act* (R.S.Q., c. P-13.1) occurs before the coming into force of this Complementary Agreement, the regional police force shall be responsible for police services in the community of Oujé-Bougoumou and on the paths, roads and adjacent lands as agreed between the CRA and Québec pursuant to subparagraph (v) of paragraph (a) of Sub-Section 19.3 of the *JBNQA* and as provided for in Schedule A to the *Agreement Concerning the Modalities Relating to the Provision of Police Services by the Eeyou-Eenou Police Force*, dated June 18, 2009. Upon the coming into force of this Complementary Agreement, Sub-Section 19.3 of the *JBNQA* shall apply in respect to Oujé-Bougoumou lands.

**35** In the event that the establishment of the regional police occurs after the coming into force of this Complementary Agreement, Sub-Section 19.3 of the *JBNQA* shall apply in respect to Oujé-Bougoumou lands.

## **J. COMING INTO FORCE**

**36** Forthwith upon the execution of this Complementary Agreement, Québec and Canada shall, respectively, take the appropriate measures in order to table in l'Assemblée nationale and lay before Parliament the Orders-in-Council necessary to approve, give effect to and declare valid this Complementary Agreement.

**37** This Complementary Agreement shall come into force when the Orders-in-Council contemplated in the laws of Québec (R.S.Q., c. C-67) and Canada (S.C. 1976-77, c. 32) approving, giving effect to and declaring valid this Complementary Agreement are both in force.

**Annex 1****AMENDMENTS REQUIRING THE CONSENT OF THE PARTIES AND OF THE JBNQA PARTY INTERVENORS**

1 Sub-Section 1.7 of Section 1 of the *JBNQA* is amended by the addition, at the end thereof, of the following sentence:

“From the coming into force of Complementary Agreement No. 22, “Community” in the case of the Crees or “Cree Community” also includes the Crees of Oujé-Bougoumou, and “Band” includes the Oujé-Bougoumou Band contemplated by Complementary Agreement No. 22.”

[*Amendment integrated*]

2 Section 4 of the *JBNQA* is amended by the addition, at the end thereof, of the following paragraphs:

“The preliminary territorial descriptions of Category I and II lands for the Crees of Oujé-Bougoumou are set out in Schedule 6 to Complementary Agreement No. 22, subject to the provisions of section 7 thereof.

For greater certainty, for the purposes of Section 11B, Oujé-Bougoumou Category II lands are described in the present Section 4.”

[*Amendment integrated*]

**Annex 2****AMENDMENTS REQUIRING THE CONSENT OF THE PARTIES**

1 Paragraph 3.1.1 of Section 3 of the *JBNQA* is amended by the addition, at the end thereof, of the following sentence:

“From the coming into force of Complementary Agreement No. 22, “Cree community” also includes the Crees of Oujé-Bougoumou.”

[*Amendment integrated*]

2 Paragraph 3.5.4 of Section 3 of the *JBNQA* is amended by the addition, at the end thereof, of the following sub-paragraph:

“j) For greater certainty, from the coming into force of Complementary Agreement No. 22, “Cree community” in sub-paragraph 3.5.4 (a) includes the community of Oujé-Bougoumou.”

[*Amendment integrated*]

3 Paragraph 5.1.1 of Section 5 of the *JBNQA* is amended by the addition, at the end thereof, of the following sentence:

“For greater certainty, a reference to James Bay Cree bands in Section 5 hereof shall include the Crees of Oujé-Bougoumou.”

[*Amendment integrated*]

4 Paragraph 5.1.5 of Section 5 of the *JBNQA* is amended by the addition, at the end thereof, of the following sentence:

“From the coming into force of Complementary Agreement No. 22, and subject to the provisions thereof, the provisions of this paragraph apply to Oujé-Bougoumou Category I lands with the modifications that the circumstances require.”

**[Amendment integrated]**

5 Sub-paragraph 5.1.6(c) of Section 5 of the *JBNQA* is amended by replacing the first sentence of the first paragraph of the said sub-paragraph with the following sentence:

“Where lands, including Oujé-Bougoumou lands at the time of execution of Complementary Agreement No. 22, 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 lands, the owners of these rights or titles for the purpose of exercising the said rights shall have the right to use Category I 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.”

**[Amendment integrated]**

6 Sub-paragraph 5.1.6(c) is further amended by the addition, at the end thereof, of the following sentence:

“For greater certainty, from the coming into force of Complementary Agreement No. 22, the provisions of this sub-paragraph shall apply to Oujé-Bougoumou Category I lands subject to the following: the reference herein to Division XXII of the Québec Mining Act is replaced by a reference to sections 235 and 236 of Division V of Chapter IV of the *Mining Act* (R.S.Q., c. M-13.1) as they read on December 15, 2009, or, if those sections are amended thereafter, to equivalent provisions of the *Mining Act* as amended, as they read on the date of the coming into force of Complementary Agreement No. 22, provided that any expropriation can only be by temporary servitude.”

**[Amendment integrated]**

7 Sub-paragraph 5.1.10(a) of Section 5 of the *JBNQA* is amended by replacing the first sentence of the third paragraph of the said sub-paragraph with the following sentence:

“The carrying out of work resulting from mineral rights granted prior to the execution of the Agreement (or prior to the execution of Complementary Agreement No. 22 in the case of Oujé-Bougoumou Category I lands as depicted in Schedule 6 thereof) on lands surrounded by or adjacent to Category I lands shall be dealt with through sub-paragraph 5.1.6(c) above as on other Category III lands.”

**[Amendment integrated]**

8 Sub-paragraph 5.1.10(a) of Section 5 of the *JBNQA* is further amended by replacing the first sentence of the fourth paragraph of the said sub-paragraph with the following sentence:

“Any future exploration or exploitation of minerals within Category I lands, other than the exploration or exploitation under rights existing prior to the Agreement (or prior to the execution of Complementary Agreement No. 22 in the case of Oujé-Bougoumou Category I lands as depicted in Schedule 6 thereof) 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 sub-paragraph 5.1.6 c) of this Section, shall only be permitted with the Consent of the Cree community holding the rights to the lands affected.”

**[Amendment integrated]**

9 Section 19 of the *JBNQA* is amended by the addition of the following paragraph 19.3.1:

“19.3.1 For greater certainty, paragraph (a) of Sub-Section 19.3, and as the case may be, paragraph (b) of Sub-Section 19.3, apply to Oujé-Bougoumou.”

**[Amendment integrated]**

**10** Paragraph 22.1.2 of Section 22 of the *JBNQA* is amended by the addition, at the end thereof, of the following sentence:

“For greater certainty, from the coming into force of Complementary Agreement No. 22, “Cree Community” also includes the Crees of Oujé-Bougoumou.”

*[Amendment integrated]*

### **Annex 3**

#### **AMENDMENTS REQUIRING THE CONSENT OF THE CRA AND QUÉBEC**

**1** “Paragraph 5.2.2 of Section 5 of the *JBNQA* is amended by replacing the first sentence of the second paragraph of the said paragraph with the following sentence:

“Moreover, lands within the area of the said Category II lands which are subject to rights already ceded to third parties prior to the execution of the Agreement (or prior to the execution of Complementary Agreement No. 22 in the case of lands within the area of the Oujé-Bougoumou Category II lands as depicted in Schedule 6 thereof) 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.”

*[Amendment integrated]*

**2** Paragraph 10.0.1 of Section 10 of the *JBNQA* is amended by the addition, at the end thereof, of the following paragraph:

“In addition, the members of the Cree community of Oujé-Bougoumou shall be incorporated as, and shall be, a public corporation under the name of the “Corporation of Oujé-Bougoumou”, which shall have jurisdiction in the territory allocated for the said community as Category IB lands.”

*[Amendment integrated]*

**3** Paragraph 11A.0.1 of Section 11A of the *JBNQA* is amended by replacing the words

“and the “Corporation of Mistassini” ” with the words “, the “Corporation of Mistassini” and the “Corporation of Oujé-Bougoumou”.”.

*[Amendment integrated]*

**4** Paragraph 14.0.5 of Section 14 of the *JBNQA* is amended by the addition, at the end thereof, of the following sentence:

“For greater certainty, from the coming into force of Complementary Agreement No. 22, the Category IA, IB and II lands of the Crees of Oujé-Bougoumou shall form part of Region 10B, and the Cree Regional Board shall have jurisdiction thereon.”

*[Amendment integrated]*

**5** Paragraph 16.0.3 of Section 16 of the *JBNQA* is amended by replacing that paragraph with the following paragraph:

“The Category I land areas of the Cree communities of Chisasibi, Wemindji, Eastmain, Waskaganish, Waswanipi, Mistissini, Whapmagoostui, Nemaska and Oujé-Bougoumou are constituted as a single school municipality.”

*[Amendment integrated]*

6 Sub-paragraph 16.0.12(a) of Section 16 of the *JBNQA* is amended by replacing the said sub-paragraph with the following:

“a) The Cree School Board will be composed of one (1) school commissioner appointed by or elected from each of the nine (9) Cree communities listed in paragraph 16.0.3 of this Section and of one (1) commissioner designated by the Cree “Native party” from among its members;”

[Amendment integrated]

#### Annex 4

#### AMENDMENTS REQUIRING THE CONSENT OF THE CRA AND CANADA

1 Section 9 of the *JBNQA* is amended by inserting, between paragraphs 9.0.3 and 9.0.4, the following paragraph 9.0.3A:

9.0.3A There shall be recommended by Canada to Parliament amendments to the legislation contemplated by paragraphs 9.0.1 to 9.0.3 hereof which shall have the legislative effect of incorporating the Crees of Oujé-Bougoumou as a band under the said legislation and of integrating the Crees of Oujé-Bougoumou into the said legislation as a separate Cree band and a Cree local government with the same status, rights, privileges and obligations as the other Cree bands and Cree local governments contemplated by the said legislation.

[Amendment integrated]

#### Annex 5

#### AMENDMENTS TO THE *CREE-NASKAPI (OF QUÉBEC) ACT*

1 The following amendments to the *Cree Naskapi (of Québec) Act* are contemplated herein and have been made by Parliament by Bill C-28 (assented to on June 11, 2009) to reflect the incorporation and integration of the Crees of Oujé-Bougoumou as the ninth Cree Band within the said legislation:

- a Amendments to the definitions, including the definition of “band” and “Cree band”, and others as necessary;
- b Amendment(s) to incorporate the Crees of Oujé-Bougoumou as a band;
- c Amendment(s), to provide for the vesting of all assets, obligations and liabilities of the Crees of Oujé-Bougoumou, and of all rights, titles, interests, assets, obligations and liabilities of the Oujé-Bougoumou Eenuch Association, in the incorporated Oujé-Bougoumou Cree Band, and to ensure coordination with tax and seizure exemption provisions;
- d Amendment(s) to ensure the equivalent measures for individuals who, prior to the coming into force of Complementary Agreement No. 22, were Indians, as defined in the subsection 2(1) of the *Indian Act*, who belonged to the Crees of Oujé-Bougoumou but were not Cree beneficiaries as were provided for individuals who, prior to the coming into force of Part I of the *Cree-Naskapi (of Québec) Act* (receiving Royal Assent on June 14, 1984), were Indians as defined in subsection 2(1) of the *Indian Act*, who belonged to any of the other eight Cree bands but were not Cree beneficiaries;
- e Amendment(s) to provide an equivalent transition for the governing body of the Oujé-Bougoumou Eenuch Association to the successor Oujé-Bougoumou Band as was provided for the transitions of the other eight Cree bands from *Indian Act* bands to incorporated bands under the *Cree-Naskapi (of Québec) Act*;

- f** Amendment(s) to provide equivalent transitional measures for the governing body referred to in paragraph (e) hereof as were provided for the eight *Indian Act* bands that became incorporated bands under the *Cree-Naskapi (of Québec) Act*;
- g** Amendment(s) to provide the equivalent continuation of by-laws of the Oujé-Bougoumou Eenuch Association that may be in force during the transitional period to the successor Oujé-Bougoumou Band as was provided for the eight *Indian Act* bands during their transitional periods to incorporated bands under the *Cree-Naskapi (of Québec) Act*;
- h** Amendment(s) to ensure that non-Cree beneficiaries who may, immediately before the coming into force of Complementary Agreement No. 22, have been residing on or occupying, by virtue of a right of residence or occupancy, lands that subsequently became Oujé-Bougoumou Category IA lands, and who continued to reside on or occupy such land, continue to have a right of residence or occupancy on such lands;
- i** Amendment(s) to ensure that Indians, as defined in the subsection 2(1) of the *Indian Act*, who belonged to the Crees of Oujé-Bougoumou but were not Cree beneficiaries, continue to have a right of access to lands that become Oujé-Bougoumou Category IA lands;
- j** Amendment(s) to ensure that the provisions dealing with mineral, subsurface and mining rights in respect of their granting and their exercise on or adjacent to Category IA lands, apply equally to lands that become Oujé-Bougoumou Category IA lands;
- k** Amendment(s) to ensure that any references to the *Mining Act* (R.S.Q., c. M-13.1), in respect of their application to the Oujé-Bougoumou Category IA lands, or to mineral, subsurface or mining rights on or adjacent to lands that become Oujé-Bougoumou Category IA lands, be to the legislation as it read upon the coming into force of Complementary Agreement No. 22; and
- l** Amendment(s) to ensure that the provisions dealing with pre-existing rights and interests on Category IA lands apply equally in respect of lands that become Oujé-Bougoumou Category IA lands.

## Annex 6

### OUJÉ-BOUGOUMOU CATEGORY I and II LANDS

- a) Plan showing the selection of Category IA and IB lands according to Complementary Agreement No. 22.

*See plan no. 76 Oujé-Bougoumou Category IA and IB lands (Complementary Documents)*

(This illustration is not to scale)

- b) Preliminary territorial description of the selection of Category IA and IB lands according to Complementary Agreement No. 22.

territorial description

of the territory that constitutes the selection of Category IA lands for Oujé-Bougoumou.

---

### Cree Community of Oujé-Bougoumou

**This territory has four (4) parts described as follows:**

#### First Part

A territory situated north and west of Lac Barlow and which comprises a portion of the townships of Cuvier, Barlow and Vienne. This territory is described by the following geometric line segments, topographic and hydrographic features:

Starting at a point situated on the northeastern limit of the right-of-way of Route R-1029, situated approximately at the intersection of the parallel of latitude  $49^{\circ} 54' 01''$  north with the meridian of longitude  $74^{\circ} 44' 11''$  west; in a general northerly and northeasterly direction, successively the eastern and southeastern limits of the right-of-way of Route R-1029 up to a point, situated approximately at the intersection of the parallel of latitude  $50^{\circ} 02' 24''$  north with the meridian of longitude  $74^{\circ} 38' 31''$  west; towards the east, a straight line up to a point situated approximately at the intersection of the parallel of latitude  $50^{\circ} 02' 34''$  north with the meridian of longitude  $74^{\circ} 37' 05''$  west; towards the southeast, a straight line up to a point situated approximately at the intersection of the parallel of latitude  $50^{\circ} 02' 22''$  north with the meridian of longitude  $74^{\circ} 36' 26''$  west; towards the southwest, a straight line up to a point situated approximately at the intersection of the parallel of latitude  $50^{\circ} 00' 46''$  north with the meridian of longitude  $74^{\circ} 37' 42''$  west; towards the southwest, a straight line up to a point situated approximately at the intersection of the parallel of latitude  $50^{\circ} 00' 01''$  north with the meridian of longitude  $74^{\circ} 39' 09''$  west; towards the south, a straight line up to its intersection with the high water line of Lac Rush on its north shore, situated approximately at the intersection of the parallel of latitude  $49^{\circ} 58' 42''$  north with the meridian of longitude  $74^{\circ} 39' 09''$  west; in a general southwesterly direction, the high water line of Lac Rush on its northwest shore, the high water line of Rivière Chibougamau on its northwest shore and the high water line of Lac Barlow on its northwest shore up to a point situated approximately at the intersection of the parallel of latitude  $49^{\circ} 54' 24''$  north with the meridian of longitude  $74^{\circ} 42' 40''$  west; towards the south, a straight line up to its intersection with the high water line of Lac Barlow on its south shore, situated approximately at the intersection of the parallel of latitude  $49^{\circ} 54' 19''$  north with the meridian of longitude  $74^{\circ} 42' 40''$  west; in a general westerly direction, the high water line of Lac Barlow on its south shore up to a point situated approximately at the intersection of the parallel of latitude  $49^{\circ} 54' 06''$  north with the meridian of longitude  $74^{\circ} 44' 03''$  west; towards the southwest, a straight line up to the starting point.

This territory has a surface area of fifty-one and sixth-tenths square kilometres ( $51.6 \text{ km}^2$ ).

## **Second Part**

A territory situated west of Route R-1029, northwest of the 10<sup>th</sup> Albanel / Chibougamau 735 kV power transmission line and which comprises a portion of Cuvier Township. This territory is described by the following geometric line segments, topographic and hydrographic features:

Starting at a point situated on the southwestern limit of the right-of-way of Route R-1029, approximately at the intersection of the parallel of latitude  $49^{\circ} 54' 00''$  north with the meridian of longitude  $74^{\circ} 44' 12''$  west; towards the southwest, a straight line up to its intersection with the high water line of Lac Opémisca on its southeast shore, situated approximately at the intersection of the parallel of latitude  $49^{\circ} 53' 56''$  north with the meridian of longitude  $74^{\circ} 44' 19''$  west; in a general southwesterly direction, the high water line of Lac Opémisca on its southeast shore up to its intersection with the northeastern limit of the right-of-way of the 10<sup>th</sup> Albanel / Chibougamau 735 kV power transmission line, situated approximately at the intersection of the parallel of latitude  $49^{\circ} 53' 52''$  north with the meridian of longitude  $74^{\circ} 44' 31''$  west; towards the northwest, the northeastern limit of the right-of-way of the 10<sup>th</sup> Albanel / Chibougamau 735 kV power transmission line up to its intersection with the southern limit of the right-of-way of Route R-1001, situated approximately at the intersection of the parallel of latitude  $49^{\circ} 56' 54''$  north with the meridian of longitude  $74^{\circ} 47' 32''$  west; in a general easterly direction, the southern limit of the right-of-way of Route R-1001 up to its intersection with the western limit of the right-of-way of Route R-1029, situated approximately at the intersection of the parallel of latitude  $49^{\circ} 56' 59''$  north with the meridian of longitude  $74^{\circ} 45' 40''$  west; finally, in a general southerly direction, the western limit of the right-of-way of Route R-1029 up to the starting point.

This territory has a surface area of eight and sixth-tenths square kilometres (8.6 km<sup>2</sup>).

### Third Part

A territory situated north of Lac Opémisca and which comprises a portion of Cuvier Township. This territory is described by the following geometric line segments, topographic and hydrographic features:

Starting at a point situated at the intersection of the high water line of Lac Opémisca on its southeast shore with the southwestern limit of the right-of-way of the 9<sup>th</sup> Albanel / Chibougamau 735 kV power transmission line, approximately at the intersection of the parallel of latitude 49° 53' 49" north with the meridian of longitude 74° 44' 40" west; in a general southwesterly direction, the high water line of Lac Opémisca on its southeast shore up to a point situated approximately at the intersection of the parallel of latitude 49° 53' 38" north with the meridian of longitude 74° 45' 06" west; towards the northwest, a straight line up to its intersection with the high water line of Lac Opémisca on its northeast shore, situated approximately at the intersection of the parallel of latitude 49° 53' 41" north with the meridian of longitude 74° 45' 10" west; in a general northwesterly direction, the high water line of Lac Opémisca on its northeast shore up to its intersection with the high water line of Rivière Opémisca on its south shore, situated approximately at the intersection of the parallel of latitude 49° 57' 20" north with the meridian of longitude 74° 54' 38" west; towards the north, a straight line up to its intersection with the high water line of Rivière Opémisca on its north shore, situated approximately at the intersection of the parallel of latitude 49° 57' 22" north with the meridian of longitude 74° 54' 38" west; in a general northeasterly direction, the high water line of Rivière Opémisca on its northwest shore up to its intersection with the southwestern limit of the right-of-way of Route R-1001, situated approximately at the intersection of the parallel of latitude 49° 58' 27" north with the meridian of longitude 74° 53' 21" west; in a general southeasterly direction, the southwestern limit of the right-of-way of Route R-1001 up to its intersection with the southwestern limit of the right-of-way of the 9<sup>th</sup> Albanel / Chibougamau 735 kV power transmission line, situated approximately at the intersection of the parallel of latitude 49° 57' 01" north with the meridian of longitude 74° 47' 50" west; finally, towards the southeast, the southwestern limit of the right-of-way of the 9<sup>th</sup> Albanel / Chibougamau 735 kV power transmission line up to the starting point.

This territory has a surface area of thirty-eight and seven-tenths square kilometres (38.7 km<sup>2</sup>).

### Fourth Part

A territory situated north of Route R-1029 and which comprises a portion of the Township of Barlow. This territory is described by the following geometric line segments, topographic and hydrographic features:

Starting at a point situated at the intersection of the northwestern limit of the right-of-way of Route R-1029 with the line that separates the townships of Cuvier and Barlow, approximately at the intersection of the parallel of latitude 49° 59' 30" north with the meridian of longitude 74° 41' 29" west; towards the north, a portion of the line that separates the townships of Cuvier and Barlow up to a point situated approximately at the intersection of the parallel of latitude 49° 59' 56" north with the meridian of longitude 74° 41' 29" west; towards the northeast, a straight line, in the Township of Barlow, up to its intersection with the northwestern limit of the right-of-way of Route R-1029, situated approximately at the intersection of the parallel of latitude 50° 00' 37" north with the meridian of longitude 74° 39' 48" west; finally, in a general southwesterly direction, the northwestern limit of the right-of-way of Route R-1029 up to the starting point.

This territory has a surface area of one and one-tenth square kilometres (1.1 km<sup>2</sup>).

These Category IA lands for the Cree Community of Oujé-Bougoumou have a surface area of one hundred square kilometres (100 km<sup>2</sup>)

There has been no demarcation of the outer perimeter of this previously described territory and which constitutes the Category IA lands for the Cree Community of Oujé-Bougoumou except for the segments that

coincide with a right-of-way limit of a power transmission line or those that coincide with a township limit already established by surveying.

When the described perimeter crosses a water surface and when there is no mention to the contrary, the method for attributing this water surface must comply with Section 4 of the James Bay and Northern Quebec Agreement, such that when 50% or more of the area of the water surface falls within the description of Oujé-Bougoumou Category I lands, the water surface is to be considered Category I lands and its area is to be included in the calculation of areas for Category I lands.

The right-of-way of the 9<sup>th</sup> and the 10<sup>th</sup> Albanel / Chibougamau 735 kV power transmission line is located within Category III lands and refers to a specific right granted by the ministère des Ressources naturelles et de la Faune to Hydro-Quebec (Mise à la disposition 205-T).

The right-of-way of Route R-1001 and the one of Route R-1029 are both located within Category III lands and both routes are forest roads numbered by the ministère des Ressources naturelles et de la Faune.

The geographical coordinates mentioned in this territorial description are expressed in accordance with the 1983 North American geodetic datum (NAD83).

This territorial description refers to and completes the *Plan showing the selection of Category IA lands and Category IB lands of Oujé-Bougoumou*, said plan having been registered in the surveying archives of the Bureau de l'arpenteur général du Québec, of the ministère des Ressources naturelles et de la Faune, under plan number 13155-1.

Prepared in Québec, on this 30<sup>th</sup> day of october, two thousand and nine. The original has been registered in the surveying archives of the Bureau de l'arpenteur général du Québec, of the ministère des Ressources naturelles et de la Faune.

Prepared by: \_\_\_\_\_

Éric Bélanger

Québec Land Surveyor

territorial description

of the territory that constitutes the selection of Category IB lands for Oujé-Bougoumou

### **Cree Community of Oujé-Bougoumou**

**This territory has two (2) parts described as follows:**

#### **First Part**

A territory situated north of Route R-1029 and Route R-1001, northeast of the 10<sup>th</sup> Albanel / Chibougamau 735 kV power transmission line and which comprises a portion of the townships of Cuvier and Rageot. This territory is described by the following geometric line segments, topographic and hydrographic features:

Starting at the intersection of the northwestern limit of the right-of-way of Route R-1029 with the line that separates the townships of Cuvier and Barlow, situated approximately at the intersection of the parallel of latitude 49° 59' 30" north with the meridian of longitude 74° 41' 29" west; in a general southwesterly direction, the northwestern limit of the right-of-way of Route R-1029 up to its intersection with the northeastern limit of the right-of-way of Route R-1001, situated approximately at the intersection of the parallel of latitude 49° 57' 02" north with the meridian of longitude 74° 45' 40" west; in a general westerly direction, the northern limit of the right-of-way of Route R1001 up to its intersection with the northeastern limit of the right-of-way of the 10<sup>th</sup> Albanel / Chibougamau 735 kV power transmission line, situated approximately at the intersection

of the parallel of latitude 49° 56' 56" north with the meridian of longitude 74° 47' 34" west; towards the northwest, the northeastern limit of the right-of-way of the 10<sup>th</sup> Albanel / Chibougamau 735 kV power transmission line up to its intersection with the high water line of Rivière Opémisca on its northwest shore, situated approximately at the intersection of the parallel of latitude 50° 00' 48" north with the meridian of longitude 74° 51' 03" west; in a general northeasterly direction, the high water line of Rivière Opémisca on its northwest shore up to the high water line of an unnamed lake on its southwest shore, situated approximately at the intersection of the parallel of latitude 50° 01' 04" north with the meridian of longitude 74° 50' 20" west, the central point of said unnamed lake is situated approximately at the intersection of the parallel of latitude 50° 01' 22" north with the meridian of longitude 74° 50' 01" west; in a general northeasterly direction, the high water line of said unnamed lake successively on its southwest, west, northwest, north and east shores up to its intersection with the line that separates the townships of Cuvier and Rageot, situated approximately at the intersection of the parallel of latitude 50° 01' 27" north with the meridian of longitude 74° 49' 36" west; towards the east, a portion of the line that separates said townships up to its intersection with the central line of Cuvier Township, situated approximately at the intersection of the parallel of latitude 50° 01' 28" north with the meridian of longitude 74° 48' 12" west; towards the south, a portion of the central line of Cuvier Township up to a point situated approximately at the intersection of the parallel of latitude 49° 59' 59" north with the meridian of longitude 74° 48' 12" west; towards the east, a straight line up to a point situated approximately at the intersection of the parallel of latitude 49° 59' 59" north with the meridian of longitude 74° 43' 37" west; towards the north, a straight line up to the intersection with the line that separates the townships of Cuvier and Rageot, situated approximately at the intersection of the parallel of latitude 50° 01' 28" north with the meridian of longitude 74° 43' 37" west; towards the east, a portion of the line that separates said townships, then a portion of the line that separates the townships of Cuvier and Vienne up to the intersection of the line that separates the townships of Cuvier and Barlow, situated approximately at the intersection of the parallel of latitude 50° 01' 27" north with the meridian of longitude 74° 41' 29" west; finally, towards the south, a portion of the line that separates the townships of Cuvier and Barlow up to the starting point.

This territory has a surface area of fifty-three square kilometres (53.0 km<sup>2</sup>).

## **Second Part**

A territory situated north of Route R-1001, southwest of the 9<sup>th</sup> Albanel / Chibougamau 735 kV power transmission line and which comprises a portion of Cuvier Township. This territory is described by the following geometric line segments, topographic and hydrographic features:

Starting at the intersection of the southwestern limit of the right-of-way of the 9<sup>th</sup> Albanel / Chibougamau 735 kV power transmission line with the northeastern limit of the right-of-way of Route R-1001, situated approximately at the intersection of the parallel of latitude 49° 57' 04" north with the meridian of longitude 74° 47' 52" west; in a general westerly direction, the northern limit of the right-of-way of Route R1001 up to its intersection with the high water line of Rivière Opémisca on its northwest shore, situated approximately at the intersection of the parallel of latitude 49° 58' 28" north with the meridian of longitude 74° 53' 19" west; in a general northeasterly direction, the high water line of Rivière Opémisca on its northwest shore up to its intersection with the southwestern limit of the right-of-way of the 9<sup>th</sup> Albanel / Chibougamau 735 kV power transmission line, situated approximately at the intersection of the parallel of latitude 50° 00' 41" north with the meridian of longitude 74° 51' 09" west; finally, towards the southeast, the southwestern limit of the right-of-way of the 9<sup>th</sup> Albanel / Chibougamau 735 kV power transmission line up to the starting point.

This territory has a surface area of fourteen square kilometres (14.0 km<sup>2</sup>).

These Category IB lands for the Cree Community of Oujé-Bougoumou have a surface area of sixty-seven square kilometres (67 km<sup>2</sup>).

There has been no demarcation of the outer perimeter of this previously described territory and which constitutes the Category IB lands for the Cree Community of Oujé-Bougoumou except for the segments that coincide with a right-of-way limit of a power transmission line or those that coincide with a township limit already established by surveying.

When the described perimeter crosses a water surface and when there is no mention to the contrary, the method for attributing this water surface must comply with Section 4 of the James Bay and Northern Quebec Agreement, such that when 50% or more of the area of the water surface falls within the description of Oujé-Bougoumou Category I lands, the water surface is to be considered Category I lands and its area is to be included in the calculation of areas for Category I lands.

The right-of-way of the 9<sup>th</sup> and the 10<sup>th</sup> Albanel / Chibougamau 735 kV power transmission line is located within Category III lands and refers to a specific right granted by the ministère des Ressources naturelles et de la Faune to Hydro-Quebec (Mise à la disposition 205-T).

The right-of-way of Route R-1001 and the one of Route R-1029 are both located within Category III lands and both routes are forest roads numbered by the ministère des Ressources naturelles et de la Faune.

The geographical coordinates mentioned in this territorial description are expressed in accordance with the 1983 North American geodetic datum (NAD83).

This territorial description refers to and completes the *Plan showing the selection of Category IA lands and Category IB lands of Oujé-Bougoumou*, said plan having been registered in the surveying archives of the Bureau de l'arpenteur général du Québec, of the ministère des Ressources naturelles et de la Faune, under plan number 13155-1.

Prepared in Québec, on this 30<sup>th</sup> day of october, two thousand and nine. The original has been registered in the surveying archives of the Bureau de l'arpenteur général du Québec, of the ministère des Ressources naturelles et de la Faune.

Prepared by: \_\_\_\_\_

Éric Bélanger

Québec Land Surveyor

c) Plan showing the selection of Category II lands according to Complementary Agreement No. 22.

*See plan no. 77 Oujé-Bougoumou Category II lands (Complementary Documents)*

(This illustration is not to scale)

Preliminary territorial description of the selection of Category II lands according to Complementary Agreement No. 22.

territorial description

of the territory that constitutes the selection of Category II lands for Oujé-Bougoumou.

### **Cree Community of Oujé-Bougoumou**

**This territory has six (6) parts described as follows:**

#### **First Part**

A territory situated south and north of Rivière Chibougamau and which comprises a portion of the township of Lamarck. This territory is described by the following geometric line segments, topographic and hydrographic features:

Starting at the intersection of the high water line of an unnamed watercourse on its northwest shore with the southwestern limit of the right-of-way of the 12<sup>th</sup> Chissibi / Jacques-Cartier 735 kV power transmission line, situated approximately at the intersection of the parallel of latitude 49° 57' 45" north with the meridian of longitude 75° 11' 19" west; towards the west, a straight line up to its intersection with the northeastern limit of the right-of-way of the 11<sup>th</sup> Radisson / Nicolet / Des Cantons 450 kV power transmission line, situated approximately at the intersection of the parallel of latitude 49° 57' 45" north with the meridian of longitude 75° 13' 25" west; in a general northwesterly direction, the northeastern limit of the right-of-way of the 11<sup>th</sup> Radisson / Nicolet / Des Cantons 450 kV power transmission line up to its intersection with the eastern limit of the right-of-way of the 8<sup>th</sup> Nemiscau / Abitibi 735 kV power transmission line, situated approximately at the intersection of the parallel of latitude 49° 59' 02" north with the meridian of longitude 75° 14' 35" west; towards the north, the eastern limit of the right-of-way of the 8<sup>th</sup> Nemiscau / Abitibi 735 kV power transmission line up to its intersection with the southwestern limit of the right-of-way of the 12<sup>th</sup> Chissibi / Jacques / Cartier 735 kV power transmission line, situated approximately at the intersection of the parallel of latitude 50° 01' 08" north with the meridian of longitude 75° 14' 54" west; finally, towards the southeast, the southwestern limit of the right-of-way of the 12<sup>th</sup> Chissibi / Jacques-Cartier 735 kV power transmission line up to the starting point.

This territory has a surface area of ten square kilometres (10 km<sup>2</sup>).

## **Second Part**

A territory situated north, east and southeast of Lac aux Quatre Coins, which extends northward up to Rivière Omo and which comprises a portion of the townships of Lamarck, Julien, Lantagnac, Turgis and Lucière as well as a portion of Bassin-de-la-Rivière-Nottaway. This territory is described by the following geometric line segments, topographic and hydrographic features:

Starting at the intersection of the western limit of the right-of-way of the 8<sup>th</sup> Nemiscau / Abitibi 735 kV power transmission line with the northeastern limit of the right-of-way of the 11<sup>th</sup> Radisson / Nicolet / Des Cantons 450 kV power transmission line, situated approximately at the intersection of the parallel of latitude 49° 59' 04" north with the meridian of longitude 75° 14' 41" west; towards the northwest, the northeastern limit of the right-of-way of the Radisson / Nicolet / Des Cantons 450 kV power transmission line up to its intersection with the high water line of an unnamed watercourse on its northwest shore, situated approximately at the intersection of the parallel of latitude 50° 08' 37" north with the meridian of longitude 75° 22' 37" west; in a general northeasterly direction, the high water line of said unnamed watercourse on its northwest shore up to its intersection with the high water line of Lac aux Quatre Coins on its south shore, situated approximately at the intersection of the parallel of latitude 50° 08' 37" north with the meridian of longitude 75° 22' 37" west; in a general northerly direction, the high water line of Lac aux Quatre Coins successively on its west, southwest, northwest and northeast shores up to its intersection with the high water line of the unnamed watercourse on its northwest shore, situated approximately at the intersection of the parallel of latitude 50° 10' 36" north with the meridian of longitude 75° 21' 21" west; in a general northerly direction, the high water line of said unnamed watercourse on its west shore up to its intersection with the high water line of an unnamed lake on its southwest shore, situated approximately at the intersection of the parallel of latitude 50° 11' 19" north with the meridian of longitude 75° 20' 58" west; in a general northerly direction, the high water line of said unnamed lake on its west shore up to its intersection with the high water line of an unnamed watercourse on its west shore, situated approximately at the intersection of the parallel of latitude 50° 11' 31" north with the meridian of longitude 75° 20' 55" west; in a general northerly direction, the high water line of said unnamed watercourse on its west shore up to its intersection with the high water line of an unnamed lake on its south shore, situated approximately at the intersection of the parallel of latitude 50° 11' 36" north with the meridian of longitude 75° 20' 54" west; in a general northerly direction, the high water line of said unnamed lake on its west shore up to a point situated approximately at the intersection of the parallel of latitude 50° 12' 10" north with the meridian of longitude 75° 21' 15" west; towards the northwest, a straight line up to its intersection with the

high water line of an unnamed lake on its south shore, situated approximately at the intersection of the parallel of latitude 50° 12' 31" north with the meridian of longitude 75° 22' 03" west; in a general northwesterly direction, the high water line of said unnamed lake on its southwest shore up to a point situated approximately at the intersection of the parallel of latitude 50° 13' 03" north with the meridian of longitude 75° 22' 32" west; towards the north, a straight line up to a point that corresponds to the source of an unnamed watercourse, situated approximately at the intersection of the parallel of latitude 50° 13' 30" north with the meridian of longitude 75° 22' 39" west; in a general northerly direction, the high water line of said unnamed watercourse on its west shore, up to its intersection with the high water line of an unnamed lake on its south shore, situated approximately at the intersection of the parallel of latitude 50° 14' 14" north with the meridian of longitude 75° 22' 35" west; in a general northwesterly direction, the high water line of said unnamed lake successively on its south, west and southeast shores up to its intersection with the high water line of Ruisseau Naomi on its southeast shore, situated approximately at the intersection of the parallel of latitude 50° 15' 12" north with the meridian of longitude 75° 23' 18" west; in a general southwesterly direction, the high water line of Ruisseau Naomi on its southeast shore up to a point situated approximately at the intersection of the parallel of latitude 50° 14' 59" north with the meridian of longitude 75° 23' 41" west; towards the northwest, a straight line up to its intersection with the high water line of an unnamed lake on its south shore, situated approximately at the intersection of the parallel of latitude 50° 16' 58" north with the meridian of longitude 75° 25' 37" west; in a general northerly direction, the high water line of said unnamed lake on its south and west shores up to its intersection with the high water line of an unnamed watercourse on its northwest shore, situated approximately at the intersection of the parallel of latitude 50° 17' 17" north with the meridian of longitude 75° 25' 47" west; in a general northeasterly direction, the high water line of said unnamed watercourse on its northwest shore up to its intersection with the high water line of an unnamed lake on its south shore, situated approximately at the intersection of the parallel of latitude 50° 17' 18" north with the meridian of longitude 75° 25' 46" west; in a general northerly direction, the high water line of said unnamed lake successively on its southwest, northwest and north shores up to its intersection with the high water line of Rivière Omo on its west shore, situated approximately at the intersection of the parallel of latitude 50° 17' 58" north with the meridian of longitude 75° 25' 31" west; in a general northeasterly direction, the high water line of Rivière Omo on its northwest shore, up to its intersection with the high water line of an unnamed lake on its southwest shore, situated approximately at the intersection of the parallel of latitude 50° 20' 14" north with the meridian of longitude 75° 24' 12" west; in a general northeasterly direction, the high water line of said unnamed lake on its northwest shore up to its intersection with the high water line of Rivière Omo on its northwest shore, situated approximately at the intersection of the parallel of latitude 50° 20' 44" north with the meridian of longitude 75° 23' 30" west; in a general northerly direction, the high water line of Rivière Omo on its west shore up to its intersection with the high water line of an unnamed watercourse on its northwest shore, situated approximately at the intersection of the parallel of latitude 50° 21' 22" north with the meridian of longitude 75° 23' 13" west; in a general northeasterly direction, the high water line of said unnamed watercourse on its northwest shore up to its intersection with the high water line of an unnamed lake on its southwest shore, situated approximately at the intersection of the parallel of latitude 50° 21' 32" north with the meridian of longitude 75° 22' 46" west; in a general northeasterly direction, the high water line of said unnamed lake on its northwest shore up to its intersection with the high water line of an unnamed watercourse on its northwest shore, situated approximately at the intersection of the parallel of latitude 50° 21' 54" north with the meridian of longitude 75° 22' 20" west; in a general northeasterly direction, the high water line of said unnamed watercourse on its northwest shore up to its intersection with the western limit of the right-of-way of the 8<sup>th</sup> Nemiscau / Abitibi 735 kV power transmission line, situated approximately at the intersection of the parallel of latitude 50° 22' 11" north with the meridian of longitude 75° 22' 06" west; finally, in a general southerly direction, the western limit of the right-of-way of the 8<sup>th</sup> Nemiscau / Abitibi 735 kV power transmission line up to the starting point.

This territory has a surface area of one hundred and forty-three square kilometres (143 km<sup>2</sup>).

### Third Part

A territory situated northwest of Lac Opémisca, which extends up to Lac Comencho and which comprises a portion of the townships of Cuvier, Opémisca, Lamarck, Rageot, La Tousche, Julien, Levilliers and Turgis as well as a portion of Bassin-de-la-Rivière-Nottaway and a portion of Bassin-de-la-Rivière-Broadback. This territory is described by the following geometric line segments, topographic and hydrographic features:

Starting at the intersection of the high water line of Rivière Opémisca on its north shore with the high water line of Lac Opémisca on its north shore, situated approximately at the intersection of the parallel of latitude  $49^{\circ} 57' 22''$  north with the meridian of longitude  $74^{\circ} 54' 38''$  west; in a general southwesterly direction, the high water line of Lac Opémisca on its northwest shore up to its intersection with the high water line of Rivière Chibougamau (East Passage) on its north shore, situated approximately at the intersection of the parallel of latitude  $49^{\circ} 55' 08''$  north with the meridian of longitude  $75^{\circ} 00' 21''$  west; in a general westerly direction, the high water line of Rivière Chibougamau (East Passage) on its north shore up to its intersection with the high water line of Lac Michwacho on its south shore, situated approximately at the intersection of the parallel of latitude  $49^{\circ} 54' 51''$  north with the meridian of longitude  $75^{\circ} 03' 07''$  west; in a general northerly direction, the high water line of Lac Michwacho successively on its east, south, east and north shores up to a point situated approximately at the intersection of the parallel of latitude  $49^{\circ} 57' 19''$  north with the meridian of longitude  $75^{\circ} 03' 04''$  west; towards the northwest, a straight line up to its intersection with the high water line of Lac Michwacho on its north shore, situated approximately at the intersection of the parallel of latitude  $49^{\circ} 57' 21''$  north with the meridian of longitude  $75^{\circ} 03' 07''$  west; in a general southerly direction, the high water line of Lac Michwacho successively on its northwest, west, south, west and northwest shores up to its intersection with the high water line of an unnamed watercourse on its north shore situated approximately at the intersection of the parallel of latitude  $49^{\circ} 55' 20''$  north with the meridian of longitude  $75^{\circ} 03' 30''$  west; in a general southwesterly direction, the high water line of said unnamed watercourse on its northwest shore up to its intersection with the high water line of Lac Armada on its northwest shore, situated approximately at the intersection of the parallel of latitude  $49^{\circ} 53' 45''$  north with the meridian of longitude  $75^{\circ} 04' 57''$  west; in a general southwesterly direction, the high water line of Lac Armada on its northwest shore up to its intersection with the high water line of an unnamed watercourse on its northwest shore, situated approximately at the intersection of the parallel of latitude  $49^{\circ} 53' 25''$  north with the meridian of longitude  $75^{\circ} 05' 15''$  west; in a general southwesterly direction, the high water line of said unnamed watercourse on its northwest shore up to its intersection with the northeastern limit of the right-of-way of the 12<sup>th</sup> Chissibi / Jacques Cartier 735 kV power transmission line, situated approximately at the intersection of the parallel of latitude  $49^{\circ} 53' 22''$  north with the meridian of longitude  $75^{\circ} 05' 19''$  west; in a general northwesterly direction, the northeastern limit of the right-of-way of the 12<sup>th</sup> Chissibi / Jacques Cartier 735 kV power transmission line up to a point situated approximately at the intersection of the parallel of latitude  $49^{\circ} 54' 38''$  north with the meridian of longitude  $75^{\circ} 07' 31''$  west; towards the northwest, a straight line up to its intersection with a point situated approximately at the intersection of the parallel of latitude  $49^{\circ} 56' 56''$  north with the meridian of longitude  $75^{\circ} 09' 11''$  west; towards the northwest, a straight line up to its intersection with a point situated approximately at the intersection of the parallel of latitude  $49^{\circ} 57' 30''$  north with the meridian of longitude  $75^{\circ} 10' 24''$  west; towards the west, a straight line up to its intersection with the northeastern limit of the right-of-way of the 12<sup>th</sup> Chissibi / Jacques Cartier 735 kV power transmission line, situated approximately at the intersection of the parallel of latitude  $49^{\circ} 57' 43''$  north with the meridian of longitude  $75^{\circ} 11' 12''$  west; in a general northerly direction, the eastern limit of the right-of-way of the 12<sup>th</sup> Chissibi / Jacques Cartier 735 kV power transmission line up to its intersection with the high water line of an unnamed lake on its west shore, situated approximately at the intersection of the parallel of latitude  $50^{\circ} 22' 16''$  north with the meridian of longitude  $75^{\circ} 21' 56''$  west; in a general southeasterly direction, the high water line of said unnamed lake successively on its southwest, south and southeast shores up to a point situated approximately at the intersection of the parallel of latitude  $50^{\circ} 21' 55''$  north with the meridian of longitude  $75^{\circ} 21' 23''$  west; towards the east, a straight line up to its intersection with the high water line of an unnamed lake on its west shore, situated approximately at the intersection of

the parallel of latitude 50° 21' 42" north with the meridian of longitude 75° 20' 01" west; in a general northeasterly direction, the high water line of an unnamed lake on its south and southeast shores up to its intersection with the high water line of an unnamed watercourse on its southeast shore, situated approximately at the intersection of the parallel of latitude 50° 22' 34" north with the meridian of longitude 75° 16' 47" west; in a general easterly direction, the high water line of an unnamed watercourse on its south shore up to its intersection with the high water line of an unnamed lake on its south shore, situated approximately at the intersection of the parallel of latitude 50° 22' 49" north with the meridian of longitude 75° 15' 38" west; in a general northerly direction, the high water line of said unnamed lake on its east shore up to its intersection with the high water line of an unnamed watercourse on its southeast shore, situated approximately at the intersection of the parallel of latitude 50° 24' 22" north with the meridian of longitude 75° 14' 55" west; in a general northeasterly direction, the high water line of said unnamed watercourse on its southeast shore up to its intersection with the high water line of an unnamed lake on its southeast shore, situated approximately at the intersection of the parallel of latitude 50° 24' 26" north with the meridian of longitude 75° 14' 47" west; in a general northeasterly direction, the high water line of said unnamed lake successively on its southeast, west, south, east, north, east and southeast shores up to its intersection with the high water line of Lac Assinica on its south shore, situated approximately at the intersection of the parallel of latitude 50° 25' 43" north with the meridian of longitude 75° 13' 14" west; in a general easterly direction, the high water line of Lac Assinica on its south shore up to its intersection with the high water line of Lac Comencho on its northwest shore, situated approximately at the intersection of the parallel of latitude 50° 25' 30" north with the meridian of longitude 75° 11' 34" west; in a general southerly direction, the high water line of Lac Comencho successively on its southwest, west, north, southwest, northwest, east, north, west and southeast shores up to its intersection with the high water line of an unnamed watercourse on its southwest shore, situated approximately at the intersection of the parallel of latitude 50° 18' 25" north with the meridian of longitude 75° 11' 18" west; in a general southerly direction, the high water line of said unnamed watercourse on its west shore up to its intersection with the high water line of Lac Waposite on its northwest shore, situated approximately at the intersection of the parallel of latitude 50° 17' 57" north with the meridian of longitude 75° 11' 10" west; in a general southeasterly direction, the high water line of Lac Waposite on all its shores up to its intersection with the high water line of an unnamed watercourse on its east shore, situated approximately at the intersection of the parallel of latitude 50° 17' 54" north with the meridian of longitude 75° 11' 04" west; in a general northerly direction, the high water line of said unnamed watercourse on its east shore up to its intersection with the high water line of Lac Comencho on its southeast shore, situated approximately at the intersection of the parallel of latitude 50° 18' 30" north with the meridian of longitude 75° 11' 15" west; in a general northeasterly direction, the high water line of Lac Comencho successively on its southeast, east, southeast and southwest shores up to a point situated approximately at the intersection of the parallel of latitude 50° 23' 27" north with the meridian of longitude 75° 05' 52" west; towards the south, a straight line up to its intersection with the high water line of an unnamed lake on its north shore, situated approximately at the intersection of the parallel of latitude 50° 21' 56" north with the meridian of longitude 75° 05' 59" west; in a general southerly direction, the high water line of said unnamed lake on its east shore up to its intersection with the high water line of an unnamed watercourse on its east shore, situated approximately at the intersection of the parallel of latitude 50° 21' 27" north with the meridian of longitude 75° 05' 52" west; in a general southerly direction, the high water line of said unnamed watercourse on its east shore, up to its intersection with the high water line of an unnamed lake on its north shore, situated approximately at the intersection of the parallel of latitude 50° 21' 13" north with the meridian of longitude 75° 05' 51" west; in a general southerly direction, the high water line of said unnamed lake on its east shore up to a point situated approximately at the intersection of the parallel of latitude 50° 20' 56" north with the meridian of longitude 75° 05' 50" west; towards the south, a straight line up to a point situated approximately at the intersection of the parallel of latitude 50° 19' 22" north with the meridian of longitude 75° 05' 53" west; towards the southeast, a straight line up to a point situated approximately at the intersection of the parallel of latitude 50° 18' 35" north with the meridian of longitude 75° 05' 13" west; towards the east, a straight line up to a point situated approximately at the intersection of the parallel of latitude 50°

18' 46" north with the meridian of longitude 75° 04' 18" west; towards the northeast, a straight line up to its intersection with the western limit of the right-of-way of the 9<sup>th</sup> Albanel / Chibougamau 735 kV power transmission line, situated approximately at the intersection of the parallel of latitude 50° 19' 23" north with the meridian of longitude 75° 02' 39" west; in a general southerly direction, the western limit of the right-of-way of the 9<sup>th</sup> Albanel / Chibougamau 735 kV power transmission line up to its intersection with the high water line of Lac Opataca on its north shore, situated approximately at the intersection of the parallel of latitude 50° 17' 03" north with the meridian of longitude 75° 02' 31" west; in a general southerly direction, the high water line of Lac Opataca successively on its northeast, west, northwest, southeast and south shores up to its intersection with the western limit of the right-of-way of the 9<sup>th</sup> Albanel / Chibougamau 735 kV power transmission line, situated approximately at the intersection of the parallel of latitude 50° 16' 08" north with the meridian of longitude 75° 02' 25" west; in a general southeasterly direction, the southwestern limit of the right-of-way of the 9<sup>th</sup> Albanel / Chibougamau 735 kV power transmission line up to its intersection with the high water line of Rivière Opémisca on its northwest shore, situated approximately at the intersection of the parallel of latitude 50° 00' 41" north with the meridian of longitude 74° 51' 09" west; finally, in a general southwesterly direction, the high water line of Rivière Opémisca on its northwest shore up to the starting point.

This third part of the Category II lands for the Cree Community of Oujé-Bougoumou also includes two (2) small strips of land adjacent to the Albanel / Chibougamau 735 kV power transmission line and situated on the west shore of Lac Opataca. The first strip is described as follows: starting at the intersection of the western limit of the right-of-way of the 9<sup>th</sup> Albanel / Chibougamau 735 kV power transmission line with the high water line of Lac Opataca on its west shore, situated approximately at the intersection of the parallel of latitude 50° 16' 51" north with the meridian of longitude 75° 02' 29" west; in a general northerly direction, the high water line of Lac Opataca on its west shore up to its intersection with the western limit of the right-of-way of the 9<sup>th</sup> Albanel / Chibougamau 735 kV power transmission line, situated approximately at the intersection of the parallel of latitude 50° 16' 53" north with the meridian of longitude 75° 02' 30" west; towards the south, the western limit of the right-of-way of the 9<sup>th</sup> Albanel / Chibougamau 735 kV power transmission line up to the starting point, and the second strip is described as follows: starting at the intersection of the western limit of the right-of-way of the 9<sup>th</sup> Albanel / Chibougamau 735 kV power transmission line with the high water line of Lac Opataca on its west shore, situated approximately at the intersection of the parallel of latitude 50° 16' 21" north with the meridian of longitude 75° 02' 27" west; in a general northerly direction, the high water line of Lac Opataca on its west shore up to its intersection with the western limit of the right-of-way of the 9<sup>th</sup> Albanel / Chibougamau 735 kV power transmission line, situated approximately at the intersection of the parallel of latitude 50° 16' 45" north with the meridian of longitude 75° 02' 29" west; towards the south, the western limit of the right-of-way of the 9<sup>th</sup> Albanel / Chibougamau 735 kV power transmission line up to the starting point.

This territory has a surface area of one thousand, one hundred and one square kilometres (1 101 km<sup>2</sup>).

#### **Fourth Part**

A territory situated west of Lac Opataca and which comprises a portion of the township of Levilliers as well as a portion of Bassin-de-la-Rivière-Broadback. This territory is described by the following geometric line segments, topographic and hydrographic features:

Starting at the intersection of the eastern limit of the right-of-way of the 10<sup>th</sup> Albanel / Chibougamau 735 kV power transmission line with the high water line of Lac Opataca on its north shore, situated approximately at the intersection of the parallel of latitude 50° 16' 22" north with the meridian of longitude 75° 02' 17" west; in a general northerly direction, the eastern limit of the right-of-way of the 10<sup>th</sup> Albanel / Chibougamau 735 kV power transmission line up to a point situated approximately at the intersection of the parallel of latitude 50° 19' 29" north with the meridian of longitude 75° 02' 28" west; towards the northeast, a straight line up to its intersection with the high water line of Lac Opataca on its west shore, situated approximately at the

intersection of the parallel of latitude 50° 21' 47" north with the meridian of longitude 74° 58' 36" west; finally, in a general southwesterly direction, the high water line of Lac Opataca on its northwest shore up to the starting point.

This territory has a surface area of eighteen square kilometers (18 km<sup>2</sup>).

### **Fifth part**

A territory situated northwest, north and northeast of the Category IB lands for the Cree Community of Oujé-Bougoumou, which extends to the northwest up to Lac Opataca, to the north up to Rivière Brock and to the northeast up to Rivière Blaiklock and which comprises a portion of the townships of Cuvier, Barlow, Blaiklock, Vienne, Rageot, La Tousche, Beaulieu, Chérisy, La Rochette and Levilliers, as well as a portion of Bassin-de-la-Rivière-Broadback and a portion of Bassin-de-la-Rivière-Nottaway. This territory is described by the following geometric line segments, topographic and hydrographic features:

Starting at the intersection of the high water line of Rivière Opémisca on its northwest shore with the northeastern limit of the right-of-way of the 10<sup>th</sup> Albanel / Chibougamau 735 kV power transmission line, situated approximately at the intersection of the parallel of latitude 50° 00' 48" north with the meridian of longitude 74° 51' 03" west; in a general northwesterly direction, the northeastern limit of the right-of-way of the 10<sup>th</sup> Albanel / Chibougamau 735 kV power transmission line up to its intersection with the high water line of Lac Opataca on its south shore, situated approximately at the intersection of the parallel of latitude 50° 16' 10" north with the meridian of longitude 75° 02' 16" west; in a general northeasterly direction, the high water line of Lac Opataca on its southeast shore up to its intersection with the high water line of an unknown watercourse on its south shore, situated approximately at the intersection of the parallel of latitude 50° 26' 14" north with the meridian of longitude 74° 46' 19" west; in a general southeasterly direction, the high water line of said unknown watercourse on its southwest shore up to its intersection with the high water line of another unnamed watercourse on its northwest shore, situated approximately at the intersection of the parallel of latitude 50° 25' 29" north with the meridian of longitude 74° 44' 00" west; in a general southwesterly direction, the high water line of said unnamed watercourse on its northwest shore up to its intersection with the high water line of an unnamed lake on its northwest shore, situated approximately at the intersection of the parallel of latitude 50° 16' 00" north with the meridian of longitude 74° 50' 36" west; in a general southeasterly direction, the high water line of said unnamed lake on its north and east shores up to its intersection with the high water line of an unnamed watercourse on its northeast shore, situated approximately at the intersection of the parallel of latitude 50° 15' 49" north with the meridian of longitude 74° 50' 14" west; in a general southeasterly direction, the high water line of said unnamed watercourse on its northeast shore up to its intersection with the high water line of an unnamed lake on its northwest shore, situated approximately at the intersection of the parallel of latitude 50° 15' 43" north with the meridian of longitude 74° 49' 58" west; in a general southeasterly direction, the high water line of said unnamed lake on its northeast shore up to a point situated approximately at the intersection of the parallel of latitude 50° 15' 33" north with the meridian of longitude 74° 49' 45" west; towards the southwest, a straight line up to its intersection with the high water line of Rivière Brock on its south shore, situated approximately at the intersection of the parallel of latitude 50° 10' 39" north with the meridian of longitude 74° 54' 46" west; in a general easterly direction, the high water line of Rivière Brock on its south shore up to its intersection with the high water line of an unnamed watercourse on its south shore, situated approximately at the intersection of the parallel of latitude 50° 12' 50" north with the meridian of longitude 74° 32' 09" west; in a general southeasterly direction, the high water line of said unnamed watercourse on its south and west shores up to its intersection with the high water line of another unnamed watercourse on its south shore, situated approximately at the intersection of the parallel of latitude 50° 12' 18" north with the meridian of longitude 74° 31' 37" west; in a general easterly direction, the high water line of said unnamed watercourse on its south shore up to a point situated approximately at the intersection of the parallel of latitude 50° 12' 10" north with the meridian of longitude 74° 30' 53" west; towards the southeast, a straight line up to a point situated approximately at the intersection of the parallel of latitude

50° 11' 31" north with the meridian of longitude 74° 29' 35" west; towards the east, a straight line up to a point situated approximately at the intersection of the parallel of latitude 50° 11' 30" north with the meridian of longitude 74° 27' 25" west; towards the east, a straight line up to its intersection with the high water line of an unnamed watercourse on its south shore, situated approximately at the intersection of the parallel of latitude 50° 11' 37" north with the meridian of longitude 74° 26' 56" west; in a general southeasterly direction, the high water line of said unnamed watercourse successively on its southeast, southwest, northwest and west shores up to its intersection with the high water line of Rivière Blaiklock on its south shore, situated approximately at the intersection of the parallel of latitude 50° 10' 53" north with the meridian of longitude 74° 25' 20" west; in a general easterly direction, the high water line of Rivière Blaiklock on its south shore up to its intersection with the high water line of an unnamed lake on its west shore, situated approximately at the intersection of the parallel of latitude 50° 10' 42" north with the meridian of longitude 74° 23' 39" west; in a general easterly direction, the high water line of said unnamed lake on its south shore up to a point situated approximately at the intersection of the parallel of latitude 50° 10' 42" north with the meridian of longitude 74° 21' 48" west; towards the southwest, a straight line up to its intersection with the northwestern limit of the right-of-way of Route R-1029, situated approximately at the intersection of the parallel of latitude 50° 10' 34" north with the meridian of longitude 74° 21' 59" west; in a general southwesterly direction, the northwestern limit of the right-of-way of Route R-1029 up to a point situated approximately at the intersection of the parallel of latitude 50° 00' 37" north with the meridian of longitude 74° 39' 48" west; towards the southwest, a straight line up to its intersection with the line that separates the townships of Cuvier and Barlow, situated approximately at the intersection of the parallel of latitude 49° 59' 56" north with the meridian of longitude 74° 41' 29" west; towards the north, a portion of the line that separates the townships of Cuvier and Barlow up to the intersection with the line that separates the townships of Cuvier and Vienne, situated approximately at the intersection of the parallel of latitude 50° 01' 27" north with the meridian of longitude 74° 41' 29" west; towards the west, a portion of the line that separates the townships of Cuvier and Vienne, then a portion of the line that separates the townships of Cuvier and Rageot up to a point situated approximately at the intersection of the parallel of latitude 50° 01' 28" north with the meridian of longitude 74° 43' 37" west; towards the south, a straight line up to a point situated approximately at the intersection of the parallel of latitude 49° 59' 59" north with the meridian of longitude 74° 43' 37" west; towards the west, a straight line up to its intersection with the central line of the township of Cuvier, situated approximately at the intersection of the parallel of latitude 49° 59' 59" north with the meridian of longitude 74° 48' 12" west; towards the north, a line that follows a portion of the central line of the township of Cuvier up to its intersection with the line that separates the townships of Cuvier and Rageot, situated approximately at the intersection of the parallel of latitude 50° 01' 28" north with the meridian of longitude 74° 48' 12" west; towards the west, a portion of the line that separates the townships of Cuvier and Rageot up to its intersection with the high water line of an unnamed lake on its east shore, situated approximately at the intersection of the parallel of latitude 50° 01' 27" north with the meridian of longitude 74° 49' 36" west; in a general southwesterly direction, the high water line of said unnamed lake successively on its east, north, northwest, west and southwest shores up to its intersection with the high water line of Rivière Opémisca on its northwest shore, situated approximately at the intersection of the parallel of latitude 50° 01' 04" north with the meridian of longitude 74° 50' 20" west; finally, in a general southwesterly direction, the high water line of Rivière Opémisca on its northwest shore up to the starting point.

This territory has a surface area of eight hundred and thirteen kilometres (813 km<sup>2</sup>).

### **Sixth part**

A territory situated northeast, north and northwest of Lac du Sauvage and which comprises a portion of the townships of Vienne, Blaiklock and Beaulieu. This territory is described by the following geometric line segments, topographic and hydrographic features:

Starting at a point situated on the southeastern limit of the right-of-way of Route R-1029, approximately at the intersection of the parallel of latitude 50° 02' 24" north with the meridian of longitude 74° 38' 31" west;

in a general northeasterly direction, the southeastern limit of the right-of-way of Route R-1029 up to a point situated approximately at the intersection of the parallel of latitude 50° 10' 31" north with the meridian of longitude 74° 22' 03" west; towards the southwest, a straight line up to a point situated approximately at the intersection of the parallel of latitude 50° 09' 16" north with the meridian of longitude 74° 23' 45" west; towards the southwest, a straight line up to its intersection with the high water line of Lac du Sauvage on its northeast shore, situated approximately at the intersection of the parallel of latitude 50° 07' 16" north with the meridian of longitude 74° 26' 54" west; in a general southwesterly direction, the high water line of Lac du Sauvage on its northwest shore up to a point situated approximately at the intersection of the parallel of latitude 50° 02' 41" north with the meridian of longitude 74° 36' 57" west; towards the southwest, a straight line up to a point situated approximately at the intersection of the parallel of latitude 50° 02' 34" north with the meridian of longitude 74° 37' 05" west; finally, towards the west, a straight line up to the starting point.

This territory has a surface area of sixty kilometres (60 km<sup>2</sup>).

These Category II lands for the Cree Community of Oujé-Bougoumou have a surface area of two thousands one hundred and forty-five square kilometres (2 145 km<sup>2</sup>)

There has been no demarcation of the outer perimeter of this previously described territory and which constitutes the Category II lands for the Cree Community of Oujé-Bougoumou except for the segments that coincide with a right-of-way limit of a power transmission line or those that coincide with a township limit already established by surveying.

When the described perimeter crosses a water surface and when there is no mention to the contrary, the method for attributing this water surface must comply with Section 4 of the James Bay and Northern Quebec Agreement, such that when 50% or more of the area of the water surface falls within the description of Oujé-Bougoumou Category II lands, the water surface is to be considered Category II lands and its area is to be included in the calculation of areas for Category II lands.

The right-of-way of the 8<sup>th</sup> Nemiscau / Abitibi 735 kV power transmission line is located within Category III lands and refers to a specific right granted by the ministère des Ressources naturelles et de la Faune to Hydro-Quebec (Mise à la disposition 223-T). The right-of-way of the 9<sup>th</sup> and the 10<sup>th</sup> Albanel / Chibougamau 735 kV power transmission line is located within Category III lands and refers to a specific right granted by the ministère des Ressources naturelles et de la Faune to Hydro-Quebec (Mise à la disposition 205-T). The right-of-way of the 11<sup>th</sup> Radisson / Nicolet / Des Cantons 450 kV power transmission line is located within Category III lands and refers to a specific right granted by the ministère des Ressources naturelles et de la Faune to Hydro-Quebec (Mise à la disposition 102-T). The right-of-way of the 12<sup>th</sup> Chissibi / Jacques-Cartier 735 kV power transmission line is located within Category III lands and refers to a specific right granted by the ministère des Ressources naturelles et de la Faune to Hydro-Quebec (Mise à la disposition 256-T).

The right-of-way of Route R-1029 is located within Category III lands and this route is a forest road numbered by the ministère des Ressources naturelles et de la Faune.

The geographical coordinates mentioned in this territorial description are expressed in accordance with the 1983 North American geodetic datum (NAD83).

This territorial description refers to and completes the *Plan showing the selection of Category II lands of Oujé-Bougoumou*, said plan having been registered in the surveying archives of the Bureau de l'arpenteur général du Québec, of the ministère des Ressources naturelles et de la Faune, under plan number 13155-2.

Prepared in Québec, on this 30<sup>th</sup> day of october, two thousand and nine. The original has been registered in the surveying archives of the Bureau de l'arpenteur général du Québec, of the ministère des Ressources naturelles et de la Faune.

Prepared by: \_\_\_\_\_

Éric Bélanger

Québec Land Surveyor

**IN WITNESS WHEREOF**, the parties and intervenors hereto have executed this Complementary Agreement on the date herein below indicated.

**CREE REGIONAL AUTHORITY**

\_\_\_\_\_  
Chairman

At \_\_\_\_\_, this \_\_\_\_\_, 2011.

\_\_\_\_\_  
Vice-Chairman

At \_\_\_\_\_, this \_\_\_\_\_, 2011.

**CREES OF OIJÉ-BOUGOUMOU**

\_\_\_\_\_  
Traditional Chief

At \_\_\_\_\_, this \_\_\_\_\_, 2011.

**GOUVERNEMENT DU QUÉBEC**

\_\_\_\_\_  
Ministre responsable des Affaires autochtones

At \_\_\_\_\_, this \_\_\_\_\_, 2011.

\_\_\_\_\_  
Ministre des Ressources naturelles et de la Faune

At \_\_\_\_\_, this \_\_\_\_\_, 2011.

\_\_\_\_\_  
Ministre responsable des Affaires intergouvernementales canadiennes et de la Francophonie canadienne

At \_\_\_\_\_, this \_\_\_\_\_, 2011.

**GOVERNMENT OF Canada**

\_\_\_\_\_  
Minister of Indian Affairs and Northern Development

At \_\_\_\_\_, this \_\_\_\_\_, 2011.

**MAKIVIK CORPORATION**

\_\_\_\_\_  
President

At \_\_\_\_\_, this \_\_\_\_\_, 2011.

**HYDRO-QUÉBEC**

---

President and Chief Executive Officer

At \_\_\_\_\_, this \_\_\_\_\_, 2011.

**SOCIÉTÉ DE DÉVELOPPEMENT DE LA BAIE JAMES**

---

President and Chief Executive Officer

At \_\_\_\_\_, this \_\_\_\_\_, 2011.

**SOCIÉTÉ D'ÉNERGIE DE LA BAIE JAMES**

---

President and Chief Executive Officer

At \_\_\_\_\_, this \_\_\_\_\_, 2011.

## Complementary Agreement no. 23

(CBJNQ)

Between	MAKIVIK CORPORATION, a corporation duly incorporated under chapter S18.1 of the Revised Statutes of Québec, herein acting and represented by its President, Mr. Jobie Tukkiapik, duly authorized to sign this Complementary Agreement
	(hereinafter referred to as "Makivik"),
And	Le GOUVERNEMENT DU QUÉBEC, represented by the première ministre, Mme Pauline Marois, the ministre des Ressources naturelles, Mme Martine Ouellet et the ministre déléguée aux Affaires autochtones, Mme Élisabeth Larouche
	(hereinafter referred to as "Québec"),

**WHEREAS** The James Bay and Northern Québec Agreement (hereinafter referred to as the "Agreement") provides for the granting of Categories I and II lands for the benefit of the Nunavik Inuit communities ;

**WHEREAS** In accordance with the Agreement, the Inuit community of Ivujivik is entitled to a selection of 524.91 km<sup>2</sup> of category I land and 4576 km<sup>2</sup> of category II land;

**WHEREAS** The Inuit community of Ivujivik has manifested, by way of a referendum on March 15, 2006, its intention to select the aforementioned lands;

**WHEREAS** An agreement was concluded on October 10, 2007 between the representatives of the Ivujivik Land Selection Committee, Makivik Corporation, the ministère des Ressources naturelles et de la Faune and the Secrétariat aux Affaires autochtones on the selection of the aforementioned lands;

**WHEREAS** The Ivujivik Land Selection Committee, after discussions with the Ivujivik municipal council, adopted on May 20, 2008 the resolution no. 2008-01 that confirms the land selection agreed upon on October 10, 2007 in order to establish a landholding corporation responsible for administering the aforementioned land;

**WHEREAS** A local landholding corporation called "Nuvummi Landholding Corporation of Ivujivik" has been incorporated under Section 5 of the Act respecting the land regime in the James Bay and New Québec Territories (R.S.Q., c. R-13.1) following the election of its board of directors and its incorporation according to Québec's laws;

**WHEREAS** The Nuvummi Landholding Corporation of Ivujivik, relying on the favorable results of the referendum that were divulged on June 13, 2008, has the mandate and the status to administer the selected category I and II lands;

**WHEREAS** the provisions of Section 6 of the Agreement concerning the land selection for the Inuit may be amended with the consent of both the interested Native party and the Gouvernement du Québec;

**THEREFORE**, the parties hereby amend Section 6 of the Agreement as follows:

- 1 Paragraph 6.1.1 of Section 6 of the Agreement is amended by adding in the third paragraph, after the words "..., Salluit (Sugluk),", the word "Ivujivik,".

*[Amendment integrated]*

- 2 Schedule 1 to Section 6 of the Agreement is amended by adding, after the map indication No. 12.3, the map indication No. 13 as found in Schedule 1 of the present Complementary Agreement.

**[Amendment integrated]**

**3** The table of content of Schedule 3 to Section 6 of the Agreement is replaced by the following:

1. Identification of the main rivers and approximate location of the lands subtracted for the selection of category I lands of Povungnituk.
2. Areas subtracted for the selection of Povungnituk (detail).

**[Amendment integrated]**

**4** Map identification No. 1 of Schedule 3 to Section 6 of the Agreement is modified by deleting the word “and from Ivujivik” in the title and “Ivujivik” on the map indication.

**[Amendment integrated]**

**5** Map identification No. 2 of Schedule 3 to Section 6 of the Agreement, as amended are deleted.

**[Amendment integrated]**

**6** Map identification No. 3 of Schedule 3 to Section 6 of the Agreement becomes map indication No. 2 of Schedule 3 to Section 6.

**[Amendment integrated]**

**7** Map identification No. 13.0 of Schedule 5 to Section 6 of the Agreement introduced by article 22 of the Complementary Agreement No. 6 is replaced by the map identification number 13 as found in Schedule 2 of the present Complementary Agreement.

**[Amendment integrated]**

## Annex 1

### 13.0 IVUJIVIK

#### 13.1 Category I lands

a ) Map showing the Category I lands selection

See plan no 13.1 Ivujivik – Category I lands (*Complementary Documents*)

b) Preliminary territorial description of the Category I lands

### TERRITORIAL DESCRIPTION

of the territory that constitutes the  
selection of Category I lands for  
Ivujivik.

### Inuit Community of Ivujivik

#### **This territory has one (1) part described as follows:**

A territory situated in the northernmost part of Québec, at the junction of Hudson Bay and Hudson Strait and which comprises a portion of Bassin-de-la-Rivière-Déception. This territory can be described more explicitly by all the following geometric segments, hydrographic and topographic entities, and other limits:

Starting at a point situated on a line parallel to the high water line of Hudson Strait, sixty meters and ninety-six hundredths (60,96 m) away towards the inland, situated approximately at the intersection of the parallel of latitude 62° 32' 49" north with the meridian of longitude 77° 19' 44" west; towards the southwest, a straight line up to its intersection with the high water line of an unnamed lake on its east shore, situated approximately at the intersection of the parallel of latitude 62° 27' 29" north with the meridian of longitude 77° 27' 20" west; in general northerly and southerly directions, the high water line of said unnamed lake on its east and west shores up to a point situated approximately at the intersection of the parallel of latitude 62° 27' 26" north with the meridian of longitude 77° 27' 38" west; towards the southwest, a straight line up to its intersection with the high water line of an unnamed lake on its northeast shore, situated approximately at the intersection of the parallel of latitude 62° 25' 06" north with the meridian of longitude 77° 31' 45" west; in general westerly and southerly directions, the high water line of said unnamed lake on its north and west shores up to a point situated approximately at the intersection of the parallel of latitude 62° 24' 57" north with the meridian of longitude 77° 31' 57" west; towards the southwest, a straight line up to its intersection with the high water line of an unnamed lake on its north shore, situated approximately at the intersection of the parallel of latitude 62° 23' 20" north with the meridian of longitude 77° 36' 12" west; in general westerly and southerly directions, the high water line of said unnamed lake on its north and west shores up to a point situated approximately at the intersection of the parallel of latitude 62° 23' 19" north with the meridian of longitude 77° 36' 15" west; towards the southwest, a straight line up to a point situated approximately at the intersection of the parallel of latitude 62° 21' 19" north with the meridian of longitude 77° 41' 29" west; towards the southwest, a straight line up to its intersection with the high water line of an unnamed lake on its northeast shore, situated approximately at the intersection of the parallel of latitude 62° 20' 58" north with the meridian of longitude 77° 42' 32" west; in general westerly and southeasterly directions, the high water line of said unnamed lake on its north and southwest shores up to a point situated approximately at the intersection of the parallel of latitude 62° 20' 54" north with the meridian of longitude 77° 42' 45" west; towards the southwest, a straight line up to its intersection with the high water line of an unnamed lake on its east shore, situated approximately at the intersection of the parallel of latitude 62° 20' 19" north with the meridian of longitude 77° 44' 31" west; in general northwesterly

and southerly directions, the high water line of said unnamed lake on its northeast and west shores up to a point situated approximately at the intersection of the parallel of latitude 62° 20' 17" north with the meridian of longitude 77° 44' 37" west; towards the southwest, a straight line up to its intersection with the high water line of an unnamed lake on its northeast shore, situated approximately at the intersection of the parallel of latitude 62° 18' 38" north with the meridian of longitude 77° 49' 39" west; in general northwesterly, southerly, westerly and southeasterly directions, the high water line of said unnamed lake on its northeast, west, north and southwest shores up to a point situated approximately at the intersection of the parallel of latitude 62° 18' 31" north with the meridian of longitude 77° 50' 01" west; towards the southwest, a straight line up to its intersection with the high water line of an unnamed lake on its east shore, situated approximately at the intersection of the parallel of latitude 62° 18' 04" north with the meridian of longitude 77° 51' 24" west; in a general southwesterly direction, the high water line of said unnamed lake on its southeast shore up to a point situated approximately at the intersection of the parallel of latitude 62° 17' 48" north with the meridian of longitude 77° 51' 58" west; towards the west, a straight line up to its intersection with the high water line of an unnamed lake on its east shore, situated approximately at the intersection of the parallel of latitude 62° 17' 09" north with the meridian of longitude 77° 55' 11" west; in general southerly and westerly directions, the high water line of said unnamed lake on its east and south shores up to a point situated approximately at the intersection of the parallel of latitude 62° 17' 08" north with the meridian of longitude 77° 55' 15" west; towards the west, a straight line up to its intersection with the high water line of an unnamed lake on its east shore, situated approximately at the intersection of the parallel of latitude 62° 16' 19" north with the meridian of longitude 77° 59' 23" west; in general northwesterly and southwesterly directions, the high water line of said unnamed lake on its northeast and northwest shores up to a point situated approximately at the intersection of the parallel of latitude 62° 16' 16" north with the meridian of longitude 77° 59' 39" west; towards the west, a straight line up to a point situated approximately at the intersection of the parallel of latitude 62° 15' 55" north with the meridian of longitude 78° 01' 21" west; towards the west, a straight line up to its intersection with the high water line of an unnamed lake on its southeast shore, situated approximately at the intersection of the parallel of latitude 62° 15' 51" north with the meridian of longitude 78° 01' 52" west; in general southwesterly and northwesterly directions, the high water line of said unnamed lake on its southeast and southwest shores up to a point situated approximately at the intersection of the parallel of latitude 62° 15' 49" north with the meridian of longitude 78° 02' 00" west; towards the west, a straight line up to its intersection with the high water line of Lac Qarliik on its east shore, situated approximately at the intersection of the parallel of latitude 62° 15' 19" north with the meridian of longitude 78° 05' 29" west; in general southerly, southwesterly and northwesterly directions, the high water line of Lac Qarliik on its east, southeast and southwest shores up to a point situated approximately at the intersection of the parallel of latitude 62° 15' 14" north with the meridian of longitude 78° 06' 06" west; towards the west, a straight line up to its intersection with the high water line of an unnamed lake on its east shore, situated approximately at the intersection of the parallel of latitude 62° 15' 12" north with the meridian of longitude 78° 06' 14" west; in a general westerly direction, the high water line of said unnamed lake on its south shore up to a point situated approximately at the intersection of the parallel of latitude 62° 15' 11" north with the meridian of longitude 78° 06' 19" west; towards the west, a straight line up to its intersection with the high water line of an unnamed lake on its east shore, situated approximately at the intersection of the parallel of latitude 62° 15' 04" north with the meridian of longitude 78° 07' 15" west; in general southwesterly, southerly, westerly and northeasterly directions, the high water line of said unnamed lake on its southeast, east, south and northwest shores up to a point situated approximately at the intersection of the parallel of latitude 62° 15' 00" north with the meridian of longitude 78° 07' 35" west; towards the west, a straight line up to its intersection with the high water line of an unnamed lake on its north shore, situated approximately at the intersection of the parallel of latitude 62° 14' 43" north with the meridian of longitude 78° 09' 32" west; in general westerly and southerly directions, the high water line of said unnamed lake on its north and west shores up to a point situated approximately at the intersection of the parallel of latitude 62° 14' 42" north with the meridian of longitude 78° 09' 37" west; towards the west, a straight line up to its intersection with a line parallel to the high water line of Hudson Bay, sixty meters and ninety-six

hundredths (60,96 m) away towards the inland, situated approximately at the intersection of the parallel of latitude 62° 14' 41" north with the meridian of longitude 78° 09' 45" west; in general northerly and northeasterly directions, the line parallel to the high water line of Hudson Bay, sixty meters and ninety-six hundredths (60,96 m) away towards the inland up to a point situated at one kilometre and sixty-one hundredths (1,61 km) to the north of the centre of the Northern village of Ivujivik; towards the northwest and perpendicular to the high water line of Hudson Bay, a distance of sixty meters and ninety-six hundredths (60,96 m) up to the high water line of Hudson Bay; in general northeasterly, southerly and southeasterly directions, the high water line of Hudson Bay on a distance of three kilometres and twenty-two hundredths (3,22 km); towards the southwest and perpendicular to the high water line of Hudson Bay, a distance of sixty meters and ninety-six hundredths (60,96 m) away towards the inland; finally, in general southeasterly, northerly and northeasterly directions, a line parallel to the high water line of Hudson Bay and Hudson Strait, sixty meters and ninety-six hundredths (60,96 m) away towards the inland up to the starting point.

This territory has a surface area of five hundred twenty-four square kilometres and ninety-one hundredths (524, 91 km<sup>2</sup>).

There has been no demarcation of the outer perimeter of this previously described territory and which constitutes the Category I lands for the Inuit Community of Ivujivik.

When the described perimeter crosses a water surface and when there is no mention to the contrary, the method for attributing this water surface must comply with section 2 of Complementary Agreement No 6 amending subsection 6.5 of the James Bay and Northern Québec Agreement.

The geographical coordinates mentioned in this territorial description are expressed in accordance with the 1983 North American geodetic datum (NAD83).

This territorial description refers to and completes the *Plan showing the selection of Category I lands of Ivujivik*, said plan having been registered in the surveying archives of the Bureau de l'arpenteur général du Québec, of the ministère des Ressources naturelles et de la Faune, under plan number 13107.

Prepared in Québec City, on this 29<sup>th</sup> day of June, two thousand and nine. The original has been registered in the surveying archives of the Bureau de l'arpenteur général du Québec, of the ministère des Ressources naturelles et de la Faune.

Prepared by: \_\_\_\_\_

Éric Bélanger

Québec Land Surveyor

## Annex 2

13.0IVUJIVIK

13.1Category II lands

a ) Map showing the Category I lands selection

See plan no 13.2 Ivujivik – Category II land (*Complementary Documents*)

b) Preliminary territorial description of the Category II lands

## TERRITORIAL DESCRIPTION

of the territory that constitutes the

selection of Category II lands for

Ivujuvik.

---

**Inuit Community of Ivujuvik**

**This territory has three (3) parts described as follows:**

**First Part**

A territory situated northeast of Hudson Bay and which comprises a portion of Bassin-de-la-Rivière-Déception and a portion of Bassin-de-la-Rivière-Kovic. This territory is limited at the northwest by Category I lands selected by the Inuit Community of Ivujuvik and partly at the south by Category II lands of the Inuit Community of Akulivik. This territory can be described more explicitly by all the following geometric segments, hydrographic and topographic entities, and other limits:

Starting at a point situated on a line parallel to the high water line of Hudson Strait, sixty meters and ninety-six hundredths (60,96 m) away towards the inland, situated approximately at the intersection of the parallel of latitude 62° 32' 49" north with the meridian of longitude 77° 19' 44" west; towards the south, a straight line up to a point situated approximately at the intersection of the parallel of latitude 62° 09' 05" north with the meridian of longitude 77° 14' 53" west; towards the southeast, a straight line up to its intersection with the high water line of an unnamed lake on its northwest shore, situated approximately at the intersection of the parallel of latitude 62° 02' 18" north with the meridian of longitude 76° 51' 02" west; in general northeasterly and southerly directions, the high water line of said unnamed lake on its northwest and east shores up to a point situated approximately at the intersection of the parallel of latitude 62° 02' 12" north with the meridian of longitude 76° 50' 39" west; towards the southeast, a straight line up to a point situated approximately at the intersection of the parallel of latitude 62° 00' 02" north with the meridian of longitude 76° 43' 04" west; towards the south, a straight line up to its intersection with the high water line of an unnamed lake on its north shore, situated approximately at the intersection of the parallel of latitude 61° 54' 33" north with the meridian of longitude 76° 42' 46" west; in general westerly, southerly and easterly directions, the high water line of said unnamed lake on its north, west and south shores up to a point situated approximately at the intersection of the parallel of latitude 61° 54' 21" north with the meridian of longitude 76° 42' 45" west; towards the south, a straight line up to its intersection with the high water line of an unnamed lake on its northwest shore, situated approximately at the intersection of the parallel of latitude 61° 47' 46" north with the meridian of longitude 76° 42' 23" west; in general southwesterly and southeasterly directions, the high water line of said unnamed lake on its northwest and southwest shores up to a point situated approximately at the intersection of the parallel of latitude 61° 47' 06" north with the meridian of longitude 76° 42' 21" west; towards the south, a straight line up to its intersection with the high water line of an unnamed lake on its northeast shore, situated approximately at the intersection of the parallel of latitude 61° 45' 50" north with the meridian of longitude 76° 42' 16" west; in general southeasterly and southwesterly directions, the high water line of said unnamed lake on its northeast and southeast shores up to a point situated approximately at the intersection of the parallel of latitude 61° 45' 44" north with the meridian of longitude 76° 42' 16" west; towards the south, a straight line up to a point situated approximately at the intersection of the parallel of latitude 61° 33' 00" north with the meridian of longitude 76° 41' 34" west; towards the west, a straight line up to its intersection with the high water line of Lac Qalluujaaaluup on its east shore, situated approximately at the intersection of the parallel of latitude 61° 32' 53" north with the meridian of longitude 76° 49' 47" west; in general northerly, southwesterly, northwesterly and southeasterly directions, the high water line of Lac Qalluujaaaluup on its east, northwest, northeast and southwest shores up to a point situated approximately at the intersection of the parallel of latitude 61° 32' 50" north with the meridian of longitude 76° 54' 16" west; towards the west, a straight line up to its intersection with the high water line of an unnamed lake on its northeast shore, situated approximately at the intersection of the parallel of latitude 61° 32' 47" north with the meridian of longitude 76° 56' 59" west; in general northwesterly and southeasterly directions, the high water line of said unnamed lake on its northeast and

southwest shores up to a point situated approximately at the intersection of the parallel of latitude 61° 32' 47" north with the meridian of longitude 76° 57' 17" west; towards the west, a straight line up to a point situated approximately at the intersection of the parallel of latitude 61° 32' 46" north with the meridian of longitude 76° 58' 30" west; towards the north, a straight line up to its intersection with the high water line of an unnamed lake on its south shore, situated approximately at the intersection of the parallel of latitude 61° 34' 32" north with the meridian of longitude 76° 58' 36" west; in general easterly, northerly and westerly directions, the high water line of said unnamed lake on its south, east and north shores up to a point situated approximately at the intersection of the parallel of latitude 61° 34' 42" north with the meridian of longitude 76° 58' 37" west; towards the north, a straight line up to its intersection with the high water line of an unnamed lake on its south shore, situated approximately at the intersection of the parallel of latitude 61° 35' 23" north with the meridian of longitude 76° 58' 40" west; in general easterly and westerly directions, the high water line of said unnamed lake on its south and north shores up to a point situated approximately at the intersection of the parallel of latitude 61° 35' 31" north with the meridian of longitude 76° 58' 40" west; towards the north, a straight line up to its intersection with the high water line of an unnamed lake on its east shore, situated approximately at the intersection of the parallel of latitude 61° 37' 26" north with the meridian of longitude 76° 58' 47" west; in general northerly and westerly directions, the high water line of said unnamed lake on its east and north shores up to a point situated approximately at the intersection of the parallel of latitude 61° 37' 45" north with the meridian of longitude 76° 58' 49" west; towards the north, a straight line up to its intersection with the high water line of Lac Manirag on its northeast shore, situated approximately at the intersection of the parallel of latitude 61° 38' 09" north with the meridian of longitude 76° 58' 50" west; in general westerly and northwesterly directions, the high water line of Lac Manirag then the high water line of Rivière Kovik on their north and northeast shores up to a point situated approximately at the intersection of the parallel of latitude 61° 39' 09" north with the meridian of longitude 77° 08' 58" west; towards the north, a straight line up to its intersection with the high water line of an unnamed lake on its south shore, situated approximately at the intersection of the parallel of latitude 61° 42' 05" north with the meridian of longitude 77° 09' 15" west; in general southeasterly, northeasterly and northwesterly directions, the high water line of said unnamed lake on its southwest, southeast and northeast shores up to a point situated approximately at the intersection of the parallel of latitude 61° 42' 15" north with the meridian of longitude 77° 09' 16" west; towards the north, a straight line up to a point situated approximately at the intersection of the parallel of latitude 61° 42' 22" north with the meridian of longitude 77° 09' 17" west; towards the west, a straight line up to its intersection with the high water line of an unnamed lake on its northeast shore, situated approximately at the intersection of the parallel of latitude 61° 42' 21" north with the meridian of longitude 77° 09' 50" west; in general northwesterly and southwesterly directions, the high water line of said unnamed lake on its northeast and northwest shores up to a point situated approximately at the intersection of the parallel of latitude 61° 42' 21" north with the meridian of longitude 77° 10' 05" west; towards the west, a straight line up to its intersection with the high water line of an unnamed lake on its northeast shore, situated approximately at the intersection of the parallel of latitude 61° 42' 20" north with the meridian of longitude 77° 10' 18" west; in general northwesterly and southerly directions, the high water line of said unnamed lake on its northeast and west shores up to a point situated approximately at the intersection of the parallel of latitude 61° 42' 20" north with the meridian of longitude 77° 10' 28" west; towards the west, a straight line up to its intersection with the high water line of an unnamed lake on its northeast shore, situated approximately at the intersection of the parallel of latitude 61° 41' 52" north with the meridian of longitude 77° 27' 41" west; in general northwesterly and southwesterly directions, the high water line of said unnamed lake on its northeast and northwest shores up to a point situated approximately at the intersection of the parallel of latitude 61° 41' 52" north with the meridian of longitude 77° 28' 08" west; towards the west, a straight line up to its intersection with the high water line of Hudson Bay, situated approximately at the intersection of the parallel of latitude 61° 41' 21" north with the meridian of longitude 77° 47' 03" west; in general westerly and northerly directions, the high water line of Hudson Bay up to a point situated approximately at the intersection of the parallel of latitude 61° 54' 56" north with the meridian of longitude 78° 04' 41" west; towards the east, a straight line up to its intersection with the high

water line of an unnamed lake on its west shore, situated approximately at the intersection of the parallel of latitude 61° 55' 09" north with the meridian of longitude 77° 54' 27" west; in general northwesterly, northeasterly and southerly directions, the high water line of said unnamed lake on its southwest, northwest and east shores up to a point situated approximately at the intersection of the parallel of latitude 61° 55' 27" north with the meridian of longitude 77° 53' 29" west; towards the north, a straight line up to its intersection with the high water line of Lac Nallujuaq on its south shore, situated approximately at the intersection of the parallel of latitude 61° 58' 27" north with the meridian of longitude 77° 54' 46" west; in general southwesterly and northeasterly directions, the high water line of Lac Nallujuaq on its southeast and northwest shores up to a point situated approximately at the intersection of the parallel of latitude 61° 59' 05" north with the meridian of longitude 77° 55' 02" west; towards the north, a straight line up to a point situated approximately at the intersection of the parallel of latitude 62° 08' 27" north with the meridian of longitude 77° 59' 04" west; towards the west, a straight line up to its intersection with the high water line of an unnamed lake on its east shore, situated approximately at the intersection of the parallel of latitude 62° 08' 22" north with the meridian of longitude 78° 02' 27" west; in general northwesterly and southerly directions, the high water line of said unnamed lake on its northeast and west shores up to a point situated approximately at the intersection of the parallel of latitude 62° 08' 21" north with the meridian of longitude 78° 03' 15" west; towards the west, a straight line up to its intersection with the high water line of Hudson Bay, situated approximately at the intersection of the parallel of latitude 62° 08' 11" north with the meridian of longitude 78° 10' 33" west; in a general northerly direction, the high water line of Hudson Bay up to a point situated at sixty meters and ninety-six hundredths (60,96 m) of the southwesternmost limit of Category I lands selected by the Inuit Community of Ivujivik, situated approximately at the intersection of the parallel of latitude 62° 14' 40" north with the meridian of longitude 78° 09' 49" west; towards the east, a straight line on a distance of sixty meters and ninety-six hundredths (60,96 m) up to the southwesternmost limit of Category I lands selected by the Inuit Community of Ivujivik, situated approximately at the intersection of the parallel of latitude 62° 14' 41" north with the meridian of longitude 78° 09' 45" west; finally, towards the east and the northeast, following the south and the southeast limits of Category I lands selected by the Inuit Community of Ivujivik up to the starting point.

This territory has a surface area of four thousand five hundred seventy-six square kilometres and three tenths (4 576, 3 km<sup>2</sup>).

### **Second Part**

A territory situated at the southwest of the Northern village of Ivujivik and which comprises a portion of Bassin-de-la-Rivière-Déception. This territory is limited at the southeast by Category I lands selected by the Inuit Community of Ivujivik. This territory can be described more explicitly by all the following geometric segments, hydrographic and topographic entities, and other limits:

Starting at a point situated on the high water line of Hudson Bay and at one kilometre and sixty-one hundredths (1,61 km) to the north of the center of the Northern village of Ivujivik; towards the southeast, a straight line perpendicularly to the high water line of Hudson Bay on a distance of sixty meters and ninety-six hundredths (60,96 m); in general southwesterly and southerly directions, a line parallel to the high water line of Hudson Bay, sixty meters and ninety-six hundredths (60,96 m) away towards the inland, up to its intersection with the southwesternmost limit of Category I lands selected by the Inuit Community of Ivujivik, situated approximately at the intersection of the parallel of latitude 62° 14' 41" north with the meridian of longitude 78° 09' 45" west; towards the west, a straight line on a distance of sixty meters and ninety-six hundredths (60,96 m) up to the high water line of Hudson Bay; finally, in general northerly and northeasterly directions the high water line of Hudson Bay up to the starting point.

### **Third Part**

A territory situated southeast and northeast of the Northern village of Ivujivik and which comprises a portion of Bassin-de-la-Rivière-Déception. This territory is limited at the southeast by Category I lands selected by the Inuit Community of Ivujivik. This territory can be described more explicitly by all the following geometric segments, hydrographic and topographic entities, and other limits:

Starting at a point situated on the high water line of Hudson Bay at one kilometre and sixty-one hundredths (1,61 km) to the southeast of the center of the Northern village of Ivujivik; in general southeasterly and northeasterly directions, the high water line of Hudson Bay then the high water line of Hudson Strait up to a point situated at sixty meters and ninety-six hundredths (60,96 m) of the northeasternmost limit of Category I lands selected by the Inuit Community of Ivujivik, situated approximately at the intersection of the parallel of latitude 62° 32' 52" north with the meridian of longitude 77° 19' 44" west; towards the south, a straight line perpendicularly to the high water line of Hudson Strait on a distance of sixty meters and ninety-six hundredths (60,96 m) up to the northeasternmost limit of Category I lands selected by the Inuit Community of Ivujivik, situated approximately at the intersection of the parallel of latitude 62° 32' 49" north with the meridian of longitude 77° 19' 44" west; in general northwesterly and southwesterly directions, a line parallel to the high water line of Hudson Strait then Hudson Bay, sixty meters and ninety-six hundredths (60,96 m) away towards the inland, up to a point situated at one kilometre and sixty-one hundredths (1,61 km) to the southeast of the center of the Northern village of Ivujivik; finally, towards the northeast, a strait line perpendicularly to the high water line of Hudson Bay, a distance of sixty meters and ninety-six hundredths (60,96 m) up to the starting point.

The total surface area of this Category II lands established at four thousand five hundred seventy-six square kilometres and three tenths (4 576, 3 km<sup>2</sup>) does not include the surface area of the second and the third parts described previously.

There has been no demarcation of the outer perimeter of this previously described territory and which constitutes the Category II lands for the Inuit Community of Ivujivik.

When the described perimeter crosses a water surface and when there is no mention to the contrary, the method for attributing this water surface must comply with section 2 of Complementary Agreement No 6 amending subsection 6.5 of the James Bay and Northern Québec Agreement.

The geographical coordinates mentioned in this territorial description are expressed in accordance with the 1983 North American geodetic datum (NAD83).

This territorial description refers to and completes the *Plan showing the selection of Category II lands of Ivujivik*, said plan having been registered in the surveying archives of the Bureau de l'arpenteur général du Québec, of the ministère des Ressources naturelles et de la Faune, under plan number 13108.

Prepared in Québec City, on this 29<sup>th</sup> day of June, two thousand and nine. The original has been registered in the surveying archives of the Bureau de l'arpenteur général du Québec, of the ministère des Ressources naturelles et de la Faune.

Prepared by: \_\_\_\_\_

Éric Bélanger

Québec Land Surveyor

CONVENTION DE LA BAIE JAMES ET DU NORD QUÉBÉCOIS

james bay and northern québec agreement

signataires

signatories

convention complémentaire n° 23

complementary agreement no. 23

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

IN WITNESS THEREOF, the parties hereto have signed three copies of this Agreement on the date and at the place herein below indicated.

SOCIÉTÉ MAKIVIK

MAKIVIK CORPORATION

Le président, Jobie Tukkiapik, Président	Endroit Montréal, Qc  Place	Date June 21, 2013
---	-----------------------------------	--------------------

GOUVERNEMENT DU QUÉBEC :

La première ministre, Pauline Marois	Endroit Montréal  Place	Date 21 juin 2013
--------------------------------------	-------------------------------	-------------------

La ministre des Ressources naturelles, Martine Ouellet	Endroit Québec  Place	Date 19 juin 2013
---	-----------------------------	-------------------

La ministre déléguée aux Affaires autochtones, Élisabeth Larouche	Endroit Québec  Place	Date 20 juin 2013
--	-----------------------------	-------------------

## Complementary Agreement no. 24

(CBJNQ)

Between : LE GOUVERNEMENT DU QUÉBEC, represented by la ministre déléguée aux Affaires autochtones, Élisabeth Larouche, la ministre des Ressources naturelles, Martine Ouellet, le ministre des Affaires municipales, des Régions et de l'Occupation du territoire, Sylvain Gaudreault, et le ministre délégué aux Affaires intergouvernementales canadiennes, à la Francophonie canadienne et à la Gouvernance souverainiste, Alexandre Cloutier;

(hereinafter referred to as “Québec”)

And : The CREE REGIONAL AUTHORITY, a legal person established in the public interest under the Act respecting the Cree Regional Authority, chapter A-6.1, represented by Dr. Matthew Coon Come, Chairman, and Ashley Iserhoff, Vice-Chairman;

(hereinafter referred to as the “CRA”)

(hereinafter called together the “Parties” and separately a “Party”)

**WHEREAS** Québec and the Crees of Eeyou Istchee signed on July 24, 2012 the *Agreement on Governance in the Eeyou Istchee James Bay Territory* (hereinafter referred to as the “**Governance Agreement**”);

**WHEREAS** under the Governance Agreement, Québec and the Crees of Eeyou Istchee undertook to negotiate a complementary agreement to the *James Bay and Northern Québec Agreement* (hereinafter referred to as the “**Agreement**”) so as to include therein certain provisions of the Governance Agreement;

**WHEREAS** the Parties have agreed to enter into this Complementary Agreement in order to give effect to this undertaking;

### **NOW THEREFORE THE PARTIES AGREE AS FOLLOWS :**

1. Sections 11A and 11B of the Agreement shall be replaced by the following:

#### **“SECTION 11 - Cree Governance on Category II Lands**

##### **11.1 Definitions**

For the purposes of this Section, the following words and phrases shall mean:

11.1.1 “**Governance Agreement**”: the *Agreement on Governance in the Eeyou Istchee James Bay Territory* between the Crees of Eeyou Istchee and the gouvernement du Québec concluded on July 24, 2012;

11.1.2 “**Regional Government**”: the Eeyou Istchee James Bay Regional Government contemplated in section 76 of the Governance Agreement.

##### **11.2 Cree Nation Government**

11.2.1 The members of the public corporations incorporated under the names of the “Corporation of Great Whale River”, the “Corporation of Fort George”, the “Corporation of Rupert House”, the “Corporation of Paint Hills”, the “Corporation of Nemiscau”, the “Corporation of Eastmain”, the “Corporation of Waswanipi”, the “Corporation of Mistassini” and the “Corporation of Oujé-Bougoumou” (hereinafter referred to as the “community corporations”) as well as the corporations themselves, are already constituted collectively as a public corporation under Québec law under the name of the “Cree Regional Authority”, which shall continue to exist as the same legal person, henceforth designated under the name of “Eeyou Tapayatachesoo” in Cree, “Cree Nation Government” in English and “Gouvernement de la nation crie” in French.

11.2.2 The Cree Nation Government is a legal person established in the public interest within the meaning of the *Civil Code of Québec* (S.Q. 1991, chapter 64); in addition to the general powers of such a legal person, it shall have such special powers as are assigned to it in this Section

11.2.3 The head office of the Cree Nation Government shall be within the boundaries of the Category I lands allocated for the James Bay Crees pursuant to the provisions of Section 4 of this Agreement.

11.2.4 The powers of the Cree Nation Government shall be exercised by a council which shall consist of the chairman and the vice-chairman of the Cree Nation Government and of the chief councillor of each of the said community corporations as well as one other member from each of the said corporations.

11.2.5 The Cree Nation Government shall have the following powers:

(a) to give a valid consent, on behalf of the James Bay Crees, where such consent is required pursuant to this Agreement;

(b) to appoint representatives of the Crees to all structures, bodies and entities established pursuant to this Agreement.

11.2.6 In addition to the above powers, the Cree Nation Government may also be empowered to coordinate and administer all programs on Category I lands of the James Bay Crees if said coordination and administration are delegated to it by one or more of the Cree bands contemplated in Section 9 of this Agreement or by one of the said Cree community corporations.

11.2.7 The Cree Nation Government shall be represented and its affairs shall be administered by the council contemplated in paragraph 11.2.4.

11.2.8 The council of the Cree Nation Government may make by-laws in respect to subject matters falling within its jurisdiction.

### 11.3 Jurisdictions, Functions and Powers

11.3.1 The Cree Nation Government may exercise jurisdictions, functions and powers, and shall, if applicable, assume the obligations related thereto, over Category II lands under Québec laws with respect to:

(a) municipal and regional management, management of natural resources and management of land, as provided for in this Section;

(b) any other matter that may be agreed from time to time by the Cree Nation Government and Québec.

11.3.2 The Cree Nation Government shall not exercise jurisdictions, functions and powers on Category II lands located north of the 55<sup>th</sup> parallel, unless an agreement to this effect is reached between the Crees and Makivik Corporation or, as the case may be, the Kativik Regional Government and such agreement is approved by Québec.

11.3.3 Subject to the provisions of this Agreement, the jurisdictions, functions and powers that are attributed to the Cree Nation Government on Category II lands shall be exercised without discrimination, including between the Crees and other citizens.

#### **A. Municipal Management**

11.3.4 In the field of municipal management, the Cree Nation Government may exercise, with respect to Category II lands the jurisdictions, functions and powers attributed to a municipality pursuant to the *Cities and Towns Act* (chapter C-19) and the other laws applicable to such a municipality.

It may also exercise the jurisdictions, functions and powers attributed as of July 24, 2012 to the Municipalité de Baie-James and the James Bay Regional Zone Council in respect of Category II lands pursuant to, as the case may be and without limitation, the *James Bay Region Development and Municipal Organization Act* (chapter D-8.2), Section 11B of this Agreement and the *Act respecting the James Bay Regional Zone Council* (chapter C59.1), in their form as of July 24, 2012.

11.3.5 The Cree Nation Government may, by resolution, declare with respect to all or any part of Category II lands that it shall exercise any of the jurisdictions, powers and functions attributed from time to time by the law to a regional county municipality (“MRC”) within the meaning of the *Act respecting Municipal territorial organization* (chapter O-9) or successor body pursuant to the laws of Québec.

In particular, the Cree Nation Government may exercise such jurisdictions, powers and functions with respect to the planning of land use and development in the territory, as provided for in the *Act respecting land use planning and development* (chapter A-19.1) or any successor legislation, including the development of a land use and development plan, a strategic vision for economic, social, cultural and environmental development and the other elements pertinent for the planning exercise provided for in such legislation. Such land use and development plan and strategic vision shall be consistent with the policies, principles and objectives to be determined by the Cree Nation Government in consultation with the Cree communities and with the concurrence of Québec.

In cases where adaptations are required regarding the exercise of the jurisdiction concerned to take into account the context of Category II lands and the institutional capacity of the Cree Nation Government, they shall be the object of a prior agreement between the Cree Nation Government and Québec.

11.3.6 The same planning conditions and process as set forth in sections 28 to 43 of the Governance Agreement shall apply, with such modifications as the circumstances may require, to the regional land use and development plan prepared by the Cree Nation Government pursuant to the second sub-paragraph of paragraph 11.3.5 provided that such plan shall not be subject to consultations with the Regional Government.

11.3.7 The Cree Nation Government may, in the same manner as provided for in paragraph 11.3.5, exercise the powers of an MRC with respect to the promotion of local development and entrepreneurial support within Category I lands and Category II lands and with respect to the residents thereof. To that end, the Cree Nation Government may, more particularly, formulate, in keeping with the policies, principles and objectives determined by the Cree Nation Government in consultation with the Cree communities, a strategy for the development of entrepreneurship, including social economy entrepreneurship.

11.3.8 In the special context of Category II lands and the institutional capacity of the Crees, the Cree Nation Government may, at its option, exercise the powers mentioned in paragraph 11.3.7 or entrust them to another body that it may constitute under the name “Local Development Centre” (“CLD”) as contemplated in the *Act respecting the Ministère du Développement économique, de l’Innovation et de l’Exportation* (chapter M-30.01). It may also designate an existing body as a CLD.

The entity exercising such functions and powers may collaborate with another CLD in order to support entrepreneurs in carrying out projects on Category III lands, subject to the approval of such projects by the Regional Government.

11.3.9 The Cree Nation Government may also assume itself or assign to the CLD a mandate stemming from a power conferred on it by law or from an agreement with Québec or one of its ministers or bodies.

#### **B. Regional Conference of Elected Officers (CRÉ-CNG)**

11.3.10 The Cree Nation Government shall be deemed to act as a Regional Conference of Elected Officers (“CRÉ”), as provided for in Québec laws, for the Crees and with respect to Category I lands and Category II lands.

11.3.11 The Cree Nation Government, in consultation with the Cree communities, may exercise all the powers and have all the responsibilities of a CRÉ and a regional land and natural resource commission (“CRRNT”), as provided for in Québec laws, including the *Act respecting the Ministère des Affaires municipales, des Régions et de l’Occupation du territoire* (chapter M-22.1).

In this regard, the Cree Nation Government may, in particular, prepare a regional land and resource use plan, which shall have at least the same scope as the regional plan for integrated land and resource development contemplated in the *Act respecting the Ministère des Affaires municipales, des Régions et de l’Occupation du territoire* or any other planning document of the same nature successor thereto.

11.3.12 The Cree Nation Government shall exercise its jurisdictions, functions and powers taking into account the following:

- (a) the policies, principles and objectives to be determined by the Cree Nation Government in consultation with the Cree communities and with the concurrence of Québec;
- (b) the special vocation of Category II lands for the Crees under this Agreement; and
- (c) the status of Category II lands as lands in the domain of the State, subject to the provisions of this Agreement, including Sections 5 and 24, concerning, in particular, public access to lands in the domain of the State and free circulation, having due regard to Cree harvesting rights and land use and occupation on Category II lands.

#### **C. Planning Process**

11.3.13 The Cree Nation Government shall prepare the regional land and resource use plan for Category II lands mentioned in the second subparagraph of paragraph 11.3.11 in accordance with the process set forth in sections 28 to 43 of the Governance Agreement.

#### **D. Lands and Resources**

##### **Public Land Use Plan**

11.3.14 With respect to Category II lands, the Cree Nation Government shall be invited to participate in the preparation of the proposed Public Land Use Plan (“PATP”) mentioned in Division III of Chapter II of the *Act respecting the lands in the domain of the State* (chapter T-8.1) or any other planning document of the same nature successor thereto, or any amendment or revision thereof, in accordance with the process set forth in sections 54 to 63 of the Governance Agreement.

##### **Management Powers**

11.3.15 Subject to negotiation with the ministre des Ressources naturelles in order to determine the terms and conditions to be set forth in a specific nation-to-nation agreement to be concluded by the Cree Nation Government and Québec, the Cree Nation Government may assume and exercise, on all or such parts of

Category II lands as the Cree Nation Government may recommend, powers of land and forestry management:

- (a) set forth in any program or policy of Québec in force from time to time, including those in force on July 24, 2012;
- (b) attributable to an MRC or local municipality elsewhere in Québec from time to time under Québec laws and policies; and
- (c) respecting such other matters as may be agreed by the Cree Nation Government and Québec from time to time.

This specific agreement may provide for, among other things, technical and financial support to the Cree Nation Government as well as adaptations to take into account the context of Category II lands and the institutional capacity of the Cree Nation Government.

11.3.16 In the event that Québec undertakes to entrust to a Native band council, a municipality, a legal person or another body, other than a body or enterprise of the gouvernement du Québec as defined in the *Financial Administration Act* (chapter A-6.001), any resource management jurisdiction, function or power, other than those mentioned in paragraph 11.3.15, and provided for in any program, policy or statutory provision of Québec in force from time to time, including those in force on July 24, 2012, then the Cree Nation Government and Québec shall undertake negotiations with a view to the assumption and exercise by the Cree Nation Government of such jurisdictions, functions and powers on Category II lands in accordance with terms and conditions at least as favourable and a schedule at least as rapid as those granted to any such other entity, taking into account the adaptations necessary in the context of Category II lands.

These terms and conditions shall be set forth in a specific nation-to-nation agreement between the Cree Nation Government and Québec that may provide for, among other things, technical and financial support for the Cree Nation Government.

#### **E. Funding Arrangements**

11.3.17 Québec shall fund the Cree Nation Government in accordance with five-year funding agreements. The Cree Nation Government and Québec shall negotiate and agree on five-year funding arrangements, taking into account, among other things:

- (a) the evolution of the governance jurisdictions, functions and powers of the Cree Nation Government with respect to its operations on Category II lands;
- (b) the needs and the revenue generating capacity of the Cree Nation Government with respect to its exercise of its governance jurisdictions, functions and powers on Category II lands;
- (c) the remoteness and expanse of Category II lands;
- (d) the level of funding provided in the immediately preceding five-year period;
- (e) northern cost structures; and
- (f) other related factors.

#### **11.4 Final Provisions**

11.4.1 The provisions of this Section can only be amended with the consent of Québec and the Cree Native Party.

11.4.2 The legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec.”

*[Amendment integrated]*

2. Paragraph 5.1.3 of the Agreement shall be amended by replacing, in the first subparagraph, the words “which shall be excluded from the James Bay Municipality,” by the following:

“which shall be excluded from the territories subject respectively to the jurisdiction of the Cree Nation Government and of the Regional Government contemplated in Section 11 of this Agreement”.

*[Amendment integrated]*

3. Paragraph 5.2.1 of the Agreement shall be amended by inserting, after the second subparagraph, the following sub-paragraph:

“Category II lands shall not form part of any municipality except with the prior written agreement of the Cree Nation Government and Québec.”

*[Amendment integrated]*

4. Paragraph 5.2.2 of the Agreement shall be amended by adding the following sub-paragraph at the end thereof:

“Subject to this Agreement and the *Agreement concerning a New Relationship between le Gouvernement du Québec and the Crees of Québec* concluded on February 7, 2002, the third party interests, such as (i) permits, (ii) leases, (iii) mining claims and (iv) timber supply and forest management agreements (CAAF’s) with a view to the continued access of the forestry industry to the resources as provided for therein, existing on Category II lands as of July 24, 2012, shall be maintained in accordance with the applicable laws.”

*[Amendment integrated]*

5. Paragraph 10.0.2 of the Agreement shall be replaced by the following paragraph:

“Notwithstanding the provisions of any other act, the respective territories of such public corporations shall be excluded from the territories subject respectively to the jurisdiction of the Cree Nation Government and of the Regional Government contemplated in Section 11 of this Agreement.”

*[Amendment integrated]*

6. Forthwith upon the execution of this Complementary Agreement, Québec shall take the appropriate measures in order to table in the National Assembly the order contemplated in section 3 of the *Act approving the Agreement concerning James Bay and Northern Québec* (chapter C-67), required to approve, give effect to and declare valid this Complementary Agreement.

7. This Complementary Agreement shall come into force upon the coming into force of the order contemplated in section 6 above.

**IN WITNESS THEREOF**, the Parties hereto have signed this Complementary Agreement on the date and at the place herein below indicated.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**GOUVERNEMENT DU QUÉBEC**

\_\_\_\_\_

Élizabeth Larouche

Ministre déléguée aux Affaires autochtones

---

Martine Ouellet

Ministre des Ressources naturelles

---

Sylvain Gaudreault

Ministre des Affaires municipales, des Régions et de l'Occupation du territoire

---

Alexandre Cloutier

Ministre délégué aux Affaires intergouvernementales canadiennes, à la Francophonie canadienne et à la Gouvernance souverainiste

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CREE REGIONAL AUTHORITY**

---

Matthew Coon Come

Chairman

---

Ashley Iserhoff

Vice-Chairman

## COMPLEMENTARY AGREEMENT no. 25

### JAMES BAY AND NORTHERN QUEBEC AGREEMENT

#### BETWEEN:

The **CREE NATION GOVERNMENT**, a legal person established in the public interest under An Act respecting the Cree Nation Government (chapter G-1.031), herein acting and represented by Mr. Abel Bosum, its Chairman, duly authorized to sign this complementary Agreement,

(hereinafter referred to as the "Crees")

#### AND :

Le **GOVERNEMENT DU QUÉBEC**, represented by Mr. Luc Blanchette, Minister of Forests, Wildlife and Parks, by Mr. Geoffrey Kelley, Minister responsible for Native Affairs and by Mr. Jean-Marc Fournier, Minister responsible for Canadian Relations and the Canadian Francophonie,

(hereinafter referred to as "Québec")

(hereinafter together referred to as "the Parties")

WHEREAS Québec and the James Bay Crees have entered into an Agreement Concerning a New Relationship dated February 7th, 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 Complementary Agreement No. 14 to the JBNQA in order to complete their undertakings in this regard set out in the said Agreement;

WHEREAS the Parties have agreed to Amendment no. 6 to the Agreement Concerning a New Relationship signed simultaneously to this Complementary Agreement;

WHEREAS Amendment no. 6 to the Agreement Concerning a New Relationship has impacts on Section 30A of the JBNQA;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

**1** Paragraph 30A.1 of the JBNQA is amended

by deleting the word "annual" and by replacing the words "management units" by "development units".

**[Amendment integrated]**

**2** Paragraph 30A.2 of the JBNQA is amended

by replacing the words "*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*)" by the words "*Sustainable Forest Development Act*, ([NDLR: CQLR,] chapter A-18.1)".

**[Amendment integrated]**

**3** Paragraph 30A.5c) of the JBNQA is amended

by replacing the words “Ministre des Ressources naturelles” by “ministre responsible for the administration of the *Sustainable Forest Development Act*”, the word “preparation” by “elaboration” and the words “forest management” by “forest development”.

**[Amendment integrated]**

4 Paragraph 30A.5e) of the JBNQA is replaced by:

“e) to be involved in the different planning processes of forest development 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 integrated forest development plans prior to their coming into force, as well as in regard to proposed modifications to those plans. The Board will have sixty (60) days from the receipt of the tactical and operational plans and forty-five (45) days from the receipt of the modifications to these plans to make comments to the ministre responsible for the administration of the *Sustainable Forest Development Act* prior to the coming into force of the plans or modification thereto. The ministre may extend these timeframes if he deems it appropriate.”

**[Amendment integrated]**

5 Paragraph 30A.5 f) of the JBNQA

is deleted.

**[Amendment integrated]**

6 Paragraph 30A.6 of the JBNQA is replaced by:

“The joint working groups, composed of members appointed by the legal person identified at paragraph 11.2.2 hereof and members appointed by the ministre responsible for the administration of the *Sustainable Forest Development Act*, are established in each Cree community affected by forestry activities in the Territory.”

**[Amendment integrated]**

7 Paragraph 30A.7 of the JBNQA is amended by adding

“h) to inform the ministre of their proposals in regard to temporary or permanent closing of roads.”

**[Amendment integrated]**

8. Considering section 4 of Amendment no. 6 to the Agreement concerning a New Relationship between le Gouvernement du Québec and the Crees of Québec, the Parties undertake to negotiate with the goal to agree on the appropriate modifications to paragraph a) of section 4 of schedule I of Section 22 of the JBNQA in due course.

9. This Complementary Agreement comes into effect in accordance with An Act approving the Agreement concerning James Bay and Northern Québec, (chapter C-67). Its provisions shall expire on March 31st, 2052, unless the Parties agree otherwise.

IN WITNESS WHEREOF, the Parties hereto have signed this Complementary Agreement on the date and at the place herein below indicated.

**CREE NATION GOVERNMENT**

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2017

---

Abel Bosum, chairman

**GOUVERNEMENT DU QUÉBEC**

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2017

---

Luc Blanchette, Minister of Forests, Wildlife and Parks

---

Geoffrey Kelley, Minister responsible for Native Affairs

---

Jean-Marc Fournier, Minister responsible for Canadian Relations and the Canadian Francophonie

**COMPLEMENTARY AGREEMENT no. 26**

**BETWEEN :** The **CREE NATION GOVERNMENT**, a legal person established in the public interest under the Act respecting the Cree Nation Government (CQLR, chapter G-1.031), represented by its Chairman, Mr. Abel Bosum;

**AND :** The **MAKIVIK CORPORATION**, a legal person duly constituted under the Act respecting the Makivik Corporation (CQLR, chapter S-18.1), represented by its President, Mr. Charlie Watt;

**AND :** The **NASKAPI LANDHOLDING CORPORATION OF SCHEFFERVILLE**, a corporation duly constituted under the Act respecting the land regime in the James Bay and New Québec territories (CQLR, chapter R-13.1), represented by its President, Mr. Noah Swappie;

**AND :** The **GOUVERNEMENT DU QUÉBEC**, represented by le ministre des Forêts, de la Faune et des Parcs, M. Luc Blanchette, le ministre responsable des Affaires autochtones, M. Geoffrey Kelley and le ministre responsable des Relations canadiennes et de la Francophonie canadienne, M. Jean Marc Fournier (hereinafter referred to as "Quebec");

(hereinafter collectively referred to as the "Parties").

**WHEREAS** Section 24 of the James Bay and Northern Quebec Agreement (JBNQA) provides an outfitting regime in favour of the Crees, the Inuit and, by virtue of section 2.15 of the Northeastern Quebec Agreement (NEQA), the Naskapis for the Territory covered by the JBNQA and the NEQA, including a right of first refusal for the benefit of the Crees, Inuit and Naskapis to operate as outfitters in Category III lands;

**WHEREAS** paragraph 24.9.3 of the JBNQA provides that 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 the said right of first refusal to operate as outfitters in Category III lands until November 10, 2015;

**WHEREAS** paragraph 24.9.4 of the JBNQA provides that at the expiry of the period ending on November 10, 2015 stipulated in paragraph 24.9.3, Quebec, the Crees, the Inuit and the Naskapis shall negotiate whether the said right of first refusal shall be renewed;

**WHEREAS** the Parties have agreed to renew the right of first refusal set forth in paragraph 24.9.3 of the JBNQA for an additional period of six (6) years;

**WHEREAS** pursuant to paragraph 24.15.1 of the JBNQA, paragraphs 24.9.3 and 24.9.4 of the JBNQA may be amended, as a matter of provincial jurisdiction, with the consent of Quebec and the Cree, Inuit and Naskapi Native parties;

**WHEREAS** the Parties wish to amend the JBNQA in the manner set forth hereunder;

**NOW THEREFORE**, the Parties agree as follows:

**1** Paragraph 24.9.3 of the JBNQA is amended

by replacing "2015" with "2021".

**[Amendment integrated]**

**2** Paragraph 24.9.4 of the JBNQA is amended

by replacing "2015" with "2021".

**[Amendment integrated]**

**3** Prior to or following the coming into force of this Complementary Agreement, Quebec shall take appropriate measures for the adoption of a regulation to amend the expiration date of the right of first refusal in accordance with this Complementary Agreement, as provided for in paragraph (e) of section 94 of the Act respecting hunting and fishing rights in the James Bay and New Quebec territories (CQLR, chapter D-13.1).

**4** Forthwith upon the execution of this Complementary Agreement, Quebec shall take appropriate measures in order to table in l'Assemblée nationale the order-in-council contemplated in section 3 of the Act approving the agreement concerning James Bay and Northern Quebec (CQLR, chapter C-67), with a view to approve, give effect to and declare valid this Complementary Agreement.

**5** This Complementary Agreement will come into force upon the coming into force of the order-in-council contemplated in section 4 above.

**IN WITNESS THEREOF**, the Parties hereto have executed this Complementary Agreement on the date and at the place herein below indicated.

**CREE NATION GOVERNMENT**

\_\_\_\_\_  
Abel Bosum

Chairman

At \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**MAKIVIK CORPORATION**

\_\_\_\_\_

Charlie Watt

President

At \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**NASKAPI LANDHOLDING CORPORATION OF SCHEFFERVILLE**

\_\_\_\_\_

Noah Swappie

Chief and President

At \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**GOUVERNEMENT DU QUÉBEC**

\_\_\_\_\_

Luc Blanchette

Ministre des Forêts, de la Faune et des Parcs

At \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_

Geoffrey Kelley

Ministre responsable des Affaires autochtones

At \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_

Jean-Marc Fournier

Ministre responsable des Relations

canadiennes et de la Francophonie canadienne

At \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

## COMPLEMENTARY AGREEMENT no. 27

**BETWEEN :** The **CREE NATION GOVERNMENT**, legal person duly established in the public interest under the *Act respecting the Cree Nation Government* (CQLR, chapter G-1.031), represented by Mr. Abel Bosum, Chairman, duly authorized to execute this Complementary Agreement;

**AND :** The **GOUVERNEMENT DU QUÉBEC**, represented by the Ministre du Travail, de l'Emploi et de la Solidarité sociale, Mr. Jean Boulet; the Ministre responsable des Affaires autochtones, Ms Sylvie D'Amours; and the Ministre responsable des Relations canadiennes et de la Francophonie canadienne, Ms Sonia LeBel, (hereinafter « Québec »);

**WHEREAS** Section 30 of the James Bay and Northern Québec Agreement (hereinafter referred to as the "Agreement") provides that the Income Security Program for Cree Hunters and Trappers (hereinafter referred to as "the program") shall ensure that hunting, fishing and trapping shall constitute a viable way of life for the Cree people and that individual Crees who elect to pursue such way of life shall be guaranteed a measure of economic security consistent with conditions prevailing from time to time;

**WHEREAS** Section 30 of the Agreement further provides that as an alternative to transfer payment or guaranteed annual income programs existing from time to time there exists through the program effective incentive to pursue harvesting as a way of life for the Cree people;

**WHEREAS** Section 30 of the Agreement provides that Québec and the Cree Nation Government shall from time to time review the operation of the program and may by mutual consent make any adjustments necessary for the proper functioning of or to give effect to the program;

**WHEREAS** Section 30 of the Agreement provides that the Cree Hunters and Trappers Income Security Board (hereinafter referred to as 'the Board') may recommend when and how revisions to the program should be made;

**WHEREAS** in February 2012 the Board submitted to Québec and the Cree Nation Government recommendations respecting the revision of the program;

**WHEREAS** representatives of Québec and the Cree Nation Government have considered the said recommendations, the stated objectives of the program and the changing circumstances and requirements of the program and have agreed on modifications to the program and program payments which are necessary and appropriate;

**WHEREAS** the parties agree to reinvest the financial savings that result from the modifications to the program so as to benefit Cree hunter beneficiaries; and

**WHEREAS** the parties hereto have determined that given the extent of the modifications to the program agreed upon, it is appropriate to amend the Agreement by replacing the present text of Section 30 in its entirety.

**NOW**, therefore, the parties hereby agree as follows:

### **Section 30 Amended and Replaced**

1. The parties hereto amend the Agreement by replacing Section 30 of the Agreement in its entirety by the new Section 30 attached hereto as Schedule A to form part hereof.

### **[Amendment integrated]**

### **Continuation of the Program and Protection of Rights**

2. The parties agree that notwithstanding that Section 30 of the Agreement is being replaced by the new Section 30 attached as Schedule A to this Complementary Agreement:

i) this shall not affect the validity of any actions, decisions, resolutions, by-laws, regulations or any other acts validly undertaken in virtue of the program as it existed prior to the coming into force of this Complementary Agreement;

ii) the Income Security Program for Cree Hunters and Trappers referred to in Section 30 of the Agreement shall be continued as amended by the new Section 30 attached hereto as Schedule A and reference to "the program" in this new Section 30 shall include, where the context allows, and with respect to the period prior to the coming into force of this Complementary Agreement, the program as it existed up to the coming into force of this Complementary Agreement; and

iii) for greater certainty, the coming into force of this Complementary Agreement shall not in and of itself affect rights, benefits, eligibility or entitlements in place at the coming into force of this Complementary Agreement but such rights, benefits, eligibility or entitlements shall become subject to the terms of the new Section 30 from the coming into force of this Complementary Agreement.

### **Daily Allowance**

3. The savings which result from the modifications to Section 30 by the coming into force of the present Complementary Agreement shall be reinvested by an adjustment to the amount of the daily allowance. For greater certainty, the daily allowance amount specified within Schedule A to the present Complementary Agreement reflects the indexation as applied for 2018 and the reinvestment of these savings. The annual indexation rate for 2019 shall be applied according to Schedule A, to this amount, as of the coming into force of this Complementary Agreement.

### **Sick Leave, Disaster and Insurance Fund**

4 The parties agree to terminate the regime established under Complementary Agreement no. 15 concerning sick leave, disasters and the Insurance Fund. This regime is replaced by new provisions in the new Section 30 better suited to the way of life of Cree hunters and trappers.

5 The Insurance fund held in trust by the Board for these purposes will be dissolved and the moneys distributed as follows:

- i) the Board shall pay the beneficiaries of the program the value of their individual sick day bank on the basis of the daily net allowance applicable to the last program-year the regime was in effect;
- ii) if there are remaining funds, this surplus shall be held by the Board for a period of three (3) years, during which time it shall determine punctual project criteria for which the funds can serve to further participation in harvesting and related activities. At the expiration of the three (3) years, the Board shall proceed with disbursement of the funds as per the established criteria;
- iii) the Board will keep the assets of the Fund separate from the Board's assets and shall keep distinct books and accounts until the funds are completely disbursed; and
- iv) once the fund distribution is completed, the Board shall report on same to the Cree Nation Government and Quebec.

### Implementation

**6** The amendments to the Agreement set out in Schedule A attached hereto to form part hereof shall become operational and be implemented for program year 2019-2020.

### Annex A

#### to Complementary Agreement No. 27

#### CHAPTER 30

#### Economic Security Program for Cree Hunters

*(Section 30 of the JBNQA, as amended by Complementary Agreement no. 15, was replaced in its entirety by section 1 of Complementary Agreement no. 27.)*

##### 30.1 Definitions

“Beneficiary unit” *“Unité de prestataires”* shall mean: A family or an unattached individual eighteen (18) years of age or over.

“Community improvement program” *“Programme de perfectionnement communautaire”* shall mean: A project authorized by the local government designed to improve the living conditions in the Cree community and funded by government programs or community funds.

“Consorts” *“Conjoints”* shall mean: Two persons of the opposite sex or of the same sex who, taking into account Cree custom, are married or live together in a *de facto* union.

“Dependent child” *“Enfant à charge”* shall mean: An unmarried child, whatever his or her filiation and taking into account established Cree custom, who depends for his or her support upon the head of family for the greater part of the year or while in the bush and who:

- a) is less than eighteen (18) years of age;
- b) is eighteen (18) years of age or older and is attending on a full time basis secondary school in the regular stream; or

c) is eighteen (18) years of age or older, is handicapped and is not receiving financial support or assistance in respect of his or her handicap.

“Disaster” “*Désastre*” shall mean: An event such as a flood or a forest fire, whatever the cause, resulting in one or more beneficiary units being required to reduce their harvesting and related activities on a scale determined to be significant by the Board.

“Enrolled” “*Inscrit au programme*” shall mean: Having one’s name on the definitive list referred to at sub-paragraph 30.5.10 d).

“Family” “*Famille*” shall mean: Taking into account established Cree custom, consorts with or without a dependent child or an adult with one (1) or more dependent children.

“Far Harvesting Region” “*Région d’exploitation éloignée*” shall mean: a region recognized as such specifically for the purpose of the program by Québec and the Cree Nation Government and which is depicted on a map forming part of Schedule I to this Section or on a modified map referred to at paragraph 30.4.12.

“Harvesting and related activities” “*Activités d’exploitation ou activités accessoires*” shall mean:

a) in the case of harvesting activities, all activities involved in the exercise of the right to harvest as provided in Section 24 excluding commercial fishing;

b) in the case of related activities:

i) activities associated with harvesting activities, traditionally carried out by women, or

ii) activities commonly practiced by those who also practice harvesting activities, including, *inter alia*:

1) making or repairing equipment used in hunting, fishing and trapping activity;

2) preparation of food supplies, clothing, habitations, materials, equipment and land improvements necessary for harvesting activities;

3) picking and processing wild berries;

4) processing, transportation and marketing of the products of harvesting activities;

5) making of handicrafts from products of harvesting within the household;

6) remedial works, protection and enhancement of wildlife;

7) surveys or management of wildlife to assist harvesting activity;

8) transportation to and from bush camps and harvesting sites;

9) the work carried out as a member of a Local Economic Security Program Committee, not exceeding ten (10) days per year;

10) time spent in a mandatory course for firearm use not exceeding three (3) days per year;

11) organized traditional way of life activities, as defined by the Board.

“Head of beneficiary unit” *“Chef de l’unité de prestataires”* shall mean: A head of family or an unattached individual.

“Head of family” *“Chef de famille”* shall mean: The member of the family who is a Cree beneficiary and who habitually participates the most actively in harvesting and related activities.

“Local Economic Security Program Committee” *“Comité local du programme de sécurité économique”* shall mean: A local committee contemplated by paragraph 30.5.16.

“Sickness” *“Maladie”* shall mean: A state resulting from illness or injury that prevents the conducting of harvesting or related activities.

“Time conducting harvesting and related activities” *“Temps consacré aux activités d’exploitation ou activités accessoires”* shall mean: A number of days calculated as the total of:

a) the number of days spent away from permanently occupied settlements conducting harvesting and related activities computed so as to include the number of days from each date of departure from such settlement to each date of return to such settlement inclusive, and including single days a major portion of the daylight part of which was spent away from permanently occupied settlements conducting harvesting and related activities; and

b) the number of days spent in such settlement and actually spent in the conduct of harvesting and related activities.

“Time spent in salary or wage employment” *“Temps consacré à un emploi salarié ou rémunéré”* shall mean: The number of days spent in work that is not a harvesting or related activity and for which the individual received salary or wage.

“Transfer payment programs” *“Programmes de paiement de transfert”* shall mean: Family and youth allowances, government old age security pensions, veterans’ pensions and allowances, individual and/or family assistance programs, mother’s allowances, manpower training allowances, payments to the blind or disabled, guaranteed income supplement for the aged, and other such programs as may exist from time to time, whether established or funded by Québec or Canada.

## 30.2 General Provisions

30.2.1 An income security program (herein referred to as “the program”) to provide a guarantee and benefits and other incentives for Cree people who wish to pursue harvesting activities as a way of life is established by and in accordance with this Section.

30.2.2 The funding of the program established by and in accordance with this Section shall be the responsibility of Québec which shall ensure at all times that the necessary funds are provided to give full effect to the program.

30.2.3 Subject to and in accordance with the provisions of Sub-Section 30.8, the program shall be at least as generous as any individual and/or family assistance program of general application, including any guaranteed annual income program, that may be established or exist from time to time in Québec whether such program is established or funded by Québec or Canada. This program must also offer

advantages at least as generous as those granted under any maternity benefit program of general application in Québec.

30.2.4 Notwithstanding anything in this Section, every Cree person shall have the right to benefit, if eligible under such programs, from any transfer payment, workmen's compensation, employment insurance programs, Québec and Canada Pension Plans and other social insurance programs existing from time to time in Québec, whether established and funded by Québec or Canada.

30.2.5 A person benefiting from the program shall not be entitled to combine the benefits from the program with benefits from individual and/or family assistance programs or guaranteed annual income programs of general application existing from time to time in Québec, provided that such person, if eligible, may elect from time to time to benefit from such programs in place of the program.

30.2.6 The payments made pursuant to Sub-Section 30.4 shall be offset against benefits payable for the same period under any individual and/or family assistance program, guaranteed income supplement for the aged or guaranteed annual income programs of general application existing from time to time in Québec.

30.2.7 Payments under the program shall be made to beneficiary units and established on the basis of such beneficiary units in the manner provided in this Section.

30.2.8 The program shall ensure that hunting, fishing and trapping shall constitute a viable way of life for the Cree people, and that individual Crees who elect to pursue such way of life shall be guaranteed a measure of economic security consistent with conditions prevailing from time to time.

30.2.9 The program shall ensure that as an alternative to transfer payments or guaranteed annual income programs existing from time to time there exists through the program effective incentive to pursue harvesting as a way of life for the Cree people.

30.2.10 The establishment whether by Québec or Canada of guaranteed annual income programs of general application shall not prejudice the rights and guarantees under the program in favour of the Crees established by and in accordance with this Section. However, beneficiaries under the program shall not be entitled to benefit from more than one (1) such program at the same time, at their option.

### **30.3 The Right to Benefit and Eligibility**

#### **I. Eligibility**

30.3.1 Every Cree person eligible pursuant to Section 3 of the Agreement and ordinarily resident in Québec shall have the right to benefit under the program provided such person is eligible in accordance with the terms and conditions set forth in this Section.

30.3.2 Eligibility to benefits under the program for a beneficiary unit who is submitting a first application for eligibility to the program requires that the head of the beneficiary unit has declared in writing his or her intention to pursue harvesting activities as a way of life for the coming year.

30.3.3 Eligibility to benefits under the program for a beneficiary unit who is submitting a request for reenrolment to the program after an absence from the program of at least one (1) full program-year requires that the head of the beneficiary unit has declared in writing his or her intention to pursue harvesting activities as a way of life for the coming year.

30.3.4 Except in the cases provided for at paragraphs 30.3.2 and 30.3.3, eligibility to benefits under the program shall be determined in the manner provided in this paragraph. The following beneficiary units shall be eligible:

a) any beneficiary unit the head of which in the preceding year spent more time conducting harvesting and related activities than time spent in salary or wage employment, excluding, both in the case of harvesting and related activities and salary and wage employment, time spent in guiding, outfitting or commercial fishing or in receipt of employment insurance, workmen's compensation, or manpower training allowances, provided that the head of such beneficiary unit spent at least one hundred and twenty (120) days conducting harvesting and related activities of which at least ninety (90) days were spent away from the settlement conducting such activities;

b) any beneficiary unit which in the preceding year derived the greater part of its earnings, excluding earnings from guiding, outfitting or commercial fishing, from harvesting and related activities;

c) any beneficiary unit which in the preceding year was eligible under sub-paragraph a) or b) and a member of which in the preceding year suffered from sickness or was the victim of an accident during the exercise of harvesting and related activities which, in either case, resulted in such beneficiary unit not being eligible under sub-paragraph a) or b);

d) any beneficiary unit which in the preceding year was eligible under sub-paragraph a) or b) and a member of which in the preceding year was the victim of an accident during seasonal employment as a result of which he or she became eligible for workmen's compensation and which also resulted in such beneficiary unit not being eligible under sub-paragraph a) or b);

e) any beneficiary unit which in the preceding year was eligible under sub-paragraph a) or b) and the head of which in the preceding year was forced to abandon or diminish his or her harvesting and related activities as a result of government action, development activities, or in order to allow animal populations to increase to a harvestable level, which resulted in such beneficiary unit not being eligible under sub-paragraph a) or b);

f) any beneficiary unit which in the preceding year was eligible under sub-paragraph a) or b) and which in the current year is not eligible under sub-paragraph a) or b) as a result of the head of such beneficiary unit having been engaged in a manpower, upgrading, training or other self-improvement program in the preceding year;

g) any beneficiary unit which in the preceding year was eligible under sub-paragraph a) or b) and which in the current year is not eligible under sub-paragraph a) or b) as a result of the head of such beneficiary unit having been engaged in temporary employment on a community improvement program or project during the preceding year;

h) any beneficiary unit which, in the preceding year, was eligible under sub-paragraph a) or b), and whose head during the preceding year was unable to participate in harvesting and related activities as a result of her pregnancy, its effects, or care of her infant, making the beneficiary unit ineligible under sub-paragraph a) or b);

i) any beneficiary unit which, in the preceding year, was eligible under sub-paragraph a) or b), and whose head during the preceding year had taken a leave of absence from harvesting and related activities as a

result of his or her consort's pregnancy, the effects of that pregnancy or the care of the infant, making the beneficiary unit ineligible under sub-paragraph a) or b);

j) any beneficiary unit which in the preceding year was eligible under sub-paragraph a) or b) and which during the preceding year qualified under the terms of paragraph 30.3.10 to receive benefits by virtue of the semi-active status; and

k) any beneficiary unit which in the preceding year was eligible under sub-paragraph a) or b) and whose head during the preceding year was unable to participate in harvesting and related activities as a result of sickness or disaster making the beneficiary unit ineligible under sub-paragraph a) or b).

30.3.5 In the case of beneficiary units eligible under sub-paragraphs c), d), e), f), g), j) and k) of paragraph 30.3.4, such beneficiary units shall be considered eligible and shall have the right to receive the benefits provided under the program applicable to such beneficiary units in the current year and subsequent year subject to any restrictions provided in the program and, notwithstanding paragraph 30.2.5, the members of such beneficiary units shall have the right to receive any other transfer payments, workmen's compensation or employment insurance benefits or Québec or Canada Pension Plan benefits for which they may be eligible during such period.

30.3.6 A beneficiary unit shall continue to be eligible to receive benefits under the program during the current year in spite of the death of the head of the beneficiary unit.

30.3.7 The Board or a local committee may advise a person eligible under the program to leave the program for reasons of health or security or, if such person appears eligible, to apply to benefit from appropriate measures provided through the program.

30.3.8 Harvesting or related activities may be replaced for the purpose of the eligibility of a beneficiary unit, by land development activities, to the extent and on the conditions determined by the Board after a specific activity has been the subject of a decision of the Minister, pursuant to a recommendation of the Board, to the effect that it be considered as a land development activity.

## II. Semi-Active Status

30.3.9 The head of a beneficiary unit who wishes to reduce his or her harvesting or related activities or who for medical reasons must reduce those activities may request that the beneficiary unit be designated as semi-active.

30.3.10 A beneficiary unit may avail itself of semi-active status provided that the head of the beneficiary unit:

a) has no medical impediment to continue to conduct harvesting and related activities for a period of at least twenty (20) days and at least 50% of any such period away from a settlement;

b) has been enrolled in the program, as head of a beneficiary unit or as consort, for at least fifteen (15) years including the five (5) years immediately preceding the application respecting semi-active status;

c) is of an age that if added to the number of years he or she has been enrolled in the program, the total is at least eighty (80); and

d) continues to spend more time during the year conducting harvesting and related activities than time in salary or wage employment within the meaning of sub-paragraph 30.3.4 a).

30.3.11 When a beneficiary unit decides to maintain its eligibility under the program as a semi-active beneficiary unit, this decision is thereafter binding on both the head of the beneficiary unit and the consort except in the following cases:

a) if the head of a beneficiary unit dies, the surviving consort who does not meet the requirements of sub-paragraph 30.3.10 c) may either:

(i) choose to continue his or her enrollment in the program as head of a beneficiary unit benefiting from semi-active status for a maximum period of five (5) years provided that he or she remains in compliance with sub-paragraphs 30.3.10 a) and d), or

(ii) as of the year following the death, renounce the semi-active status and instead choose to enroll in the program as head of a beneficiary unit other than a semi-active one, without having to meet for that year the eligibility requirements applicable under paragraphs 30.3.4 to 30.3.8; however, he or she will have to meet such requirements for the subsequent years;

b) if the consort of the head of a beneficiary unit dies, the head of the beneficiary unit may renounce the semi-active status and instead request for the subsequent year to be enrolled in the program as head of a beneficiary unit other than a semi-active one, without having to meet for that year the eligibility requirements applicable under paragraphs 30.3.4 to 30.3.8; however, he or she will have to meet such requirements for the subsequent years; and

c) in the case of divorce or separation affecting a beneficiary unit, the consort who does not meet the requirements of sub-paragraph 30.3.10 c) may either:

(i) choose to continue his or her enrollment in the program as head of a beneficiary unit benefiting from semi-active status for a maximum period of five (5) years provided that he or she remains in compliance with sub-paragraphs 30.3.10 a) and d), or

(ii) as of the year following that of the separation or divorce, renounce the semi-active status and instead request to be enrolled in the program as head of a beneficiary unit other than a semi-active one, without having to meet for that year the eligibility requirements applicable under paragraphs 30.3.4 to 30.3.8; however, he or she will have to meet such requirements for the subsequent years.

### 30.4 Calculation of Benefits

#### I. General

30.4.1 The benefits under the program shall be calculated annually as provided for in this Sub-Section taking into consideration:

a) the extent of harvesting and related activities of such beneficiary unit;

b) the harvesting region where the beneficiary unit conducted harvesting and related activities;

c) the composition and size of the beneficiary unit eligible to benefit under the program;

d) the amount of income during the twelve (12) month reference period established in a by-law taken by the Board; and

e) the allowance paid for mentoring.

## II. Economic Security

30.4.2 A beneficiary unit is entitled to the total of the amounts calculated in accordance with the present Sub-Section if the total outside income of the beneficiary unit does not exceed an amount equivalent to thirty-five thousand dollars (\$35,000.00) per adult and two thousand dollars (\$2,000.00) per dependent child. If the outside income exceeds the amount stipulated above, the total amount of benefits that would be payable to the beneficiary unit in accordance with the calculation under the present Sub-Section is reduced by an amount equivalent to the one of outside income in excess.

30.4.3 For the purposes of this Sub-Section, the words “outside income” shall not refer to amounts received by the beneficiary unit as benefits or as replacement benefits under Sub-Section 30.4. “Outside income” refers to an amount equal to the sum of:

a) the income of the beneficiary unit from the sale of furs in excess of nineteen thousand nine hundred and ninety-seven dollars (\$19,997.00) or such greater amount or amounts as may be determined by the Board;

b) all net income from guiding, outfitting or commercial fishing and net income from harvesting and related activities, excluding income contemplated in sub-paragraph a); and

c) all other net income or salary from any other sources received by the members of the beneficiary unit except the net income received by a dependent child supplementary to his or her studies and not exceeding five thousand seven hundred and forty-nine dollars (\$5,749.00), payments received by the beneficiary unit in respect of child care, family allowances, old age security pensions and guaranteed income supplements, payments under individual and/or family assistance programs, amounts received by a beneficiary unit as compensation as a result of hydroelectric, mining or forestry development and that does not constitute a salary or income replacement, and any other income, salary or subsidy established by the Board.

## III. Daily Allowance

30.4.4 With respect to payment of daily allowances:

a) every beneficiary unit is entitled to receive a daily allowance in an amount of seventy-five dollars and fifty cents (\$75.50) per adult for every day spent by the adult in the bush in harvesting or related activities, for every day not exceeding three (3) days per year, during which the adult attended a mandatory course for firearms use and for every day during which the adult carried out land development activities referred to at paragraph 30.3.8, except:

i) days for which the head of the beneficiary unit receives a salary for such activities,

ii) days for which the head of the beneficiary unit receives employment insurance or manpower training allowances,

iii) days for which the head of the beneficiary unit receives benefits under a statute as compensation replacing income, or

iv) days for which the head of the beneficiary unit receives a salary for work other than harvesting or related activities; and

b) in cases where a consort receives benefits, allowances or a salary referred to in sub-paragraph a), the beneficiary unit is not entitled to receive, for this consort, the daily allowance referred to in sub-paragraph a) for any day in respect of which the consort receives such benefits, allowances or salary.

30.4.5 The maximum number of days in a year for which a beneficiary unit may receive the amount provided in paragraph 30.4.4 is two hundred and forty (240) days for each adult in the beneficiary unit except:

a) in the case of a beneficiary unit accepted for a first time to the program, the maximum number of days in that first year is one hundred and twenty (120) days for each adult;

b) in the case of a beneficiary unit accepted after an absence from the program of at least one (1) full program-year, the maximum number of days in the first year following that absence is one hundred and twenty (120) days for each adult;

c) in the case of a beneficiary unit whose head spends the major part of his or her time carrying out harvesting and related activities within a fifty (50) kilometer radius of the establishment which is the usual residence location of the beneficiary unit, the maximum number of days is one hundred and sixty (160) for each adult; or

d) in the case of a beneficiary unit admitted to the semi-active status under paragraph 30.3.10, the maximum number of days is one hundred and nineteen (119) for each adult.

30.4.6 For the purpose of sub-paragraph 30.4.5 c):

a) the application of the maximum does not apply if the region is listed as a far harvesting region as provided in paragraphs 30.4.11 and 30.4.12; and

b) the application of the maximum is dependent on the harvesting region where the head of the beneficiary unit spends the most time during the year carrying out harvesting and related activities even though the head may also use, occasionally during the same year, other sectors located farther away.

30.4.7 The Board may, at the request of the head of the beneficiary unit, determine that the one hundred and sixty (160) days maximum per adult does not apply to the beneficiary unit for any given year in the case where the Board is of the opinion that a region located within the fifty (50) kilometer radius offers major difficulty of access. The decision of the Board must be by unanimous vote of the members present at the meeting considering the matter.

30.4.8 After the provisions relating to hunters harvesting within a fifty (50) kilometer radius have been in force for a period of three (3) years, the Board shall proceed to their revision to evaluate if the provisions are effective and should or should not be either maintained or modified. The Board shall make recommendations to the Cree Nation Government and Québec who may, by agreement between the Chairman of the Cree Nation Government and the Minister, proceed with the necessary change.

#### IV. Allowance for Harvesting in a Far Region

30.4.9 In addition to the amount provided at paragraph 30.4.4, each adult in a beneficiary unit is entitled to receive an additional amount equal to 30% of the amount provided under paragraph 30.4.4 for harvesting and related activities in a far harvesting region provided that:

- a) the amount is only payable in respect of days claimed for which the member of the beneficiary unit spent the full twenty-four (24) hours in the far harvesting region, except in the case where the far harvesting region is located within a fifty (50) kilometer radius of an establishment; and
- b) the number of days per adult per program-year for which this amount is payable shall not exceed one hundred and eighty (180).

30.4.10 The Board may, if it deems appropriate, restrict the payment of the additional amount provided at paragraph 30.4.9 to harvesting and related activities conducted during a specific period and such period may vary between communities.

30.4.11 The far harvesting regions are depicted in the set of maps attached as Schedule I. A set of the maps contained in Schedule I certified by the Board shall be held on deposit by the Board.

30.4.12 The following procedure shall apply to any modifications to the maps depicting the far harvesting regions:

- a) the Board may modify the maps depicting the far harvesting regions which presently form part of Schedule I to this Section, or any successor map, provided that:
  - i) any such modification is made by unanimous decision of the members present at the meeting considering the matter,
  - ii) a copy of the modified map certified by the Board is on deposit with the Board, and
  - iii) copies of the modified map certified by the Board are provided to each of the Chairman of the Cree Nation Government and the Minister within thirty (30) days of the decision of the Board; and
- b) Schedule I to this Section shall be deemed to be modified in accordance with the decision of the Board referred to at sub-paragraph a) thirty (30) days following the date of the said decision.

#### V. Allowance for Mentoring

30.4.13 In addition to the amount provided at paragraph 30.4.4, the beneficiary unit is entitled to receive an amount equivalent to 40% of the daily allowance combined, if applicable, with the allowance for harvesting in a far region, for each day a youth participates in the practice of harvesting and related activities under the supervision of the head or the consort of a beneficiary unit provided that:

- a) the youth is at least thirteen (13) years of age at the beginning of the program-year and under eighteen (18) at the end of that same year;
- b) the youth has not been included and is not included as a dependent child in a program file active for the program-year;
- c) there are no more than two (2) youths per beneficiary unit benefitting from this measure annually;

d) the youth is not benefitting from this measure in another program file during the same program-year; and

e) the declaration referred to at paragraph 30.6.12 has been signed.

30.4.14 Subject to paragraph 30.4.15, the calculation and payment of the amount provided for at paragraph 30.4.13 are subject to the following:

a) the daily amount can be claimed for a maximum of thirty (30) days annually per youth;

b) the amount can only be claimed for periods outside the school calendar; and

c) the amount can only be claimed for days during which the head or the consort also practiced harvesting or related activities and for which a daily allowance is paid to the beneficiary unit.

30.4.15 The Board may in exceptional circumstances depart from the rules provided at sub-paragraphs 30.4.14 a) or b) if it determines that such decision is in the best interest of the youth and is consistent with the nature and purposes of the program. In such case the daily amount can be claimed for a maximum of sixty (60) days annually per youth. The decision of the Board must be by unanimous vote of the members present at the meeting considering the matter.

30.4.16 After the provisions related to mentoring have been in force for a period of three (3) years, the Board shall proceed to their revision to evaluate if the provisions are effective and should or should not be either maintained or modified. The Board shall make recommendations to the Cree Nation Government and to Québec who may, by agreement between the Chairman of the Cree Nation Government and the Minister, proceed with the necessary change.

#### VI. Supplementary Allowance

30.4.17 A beneficiary unit eligible for benefits under the program may also be entitled to an additional allowance calculated on the basis of the number of adults and children who are part of the beneficiary unit and of the income of the beneficiary unit.

30.4.18 The supplementary allowance is calculated as:

a) the sum of the following amounts:

i) an amount of five thousand ninety-one dollars (\$5,091.00) for the head of the beneficiary unit and five thousand ninety-one dollars (\$5,091.00) for the consort,

ii) an amount of two thousand thirty-nine dollars (\$2,039.00) for each family and for each unattached individual not living with his or her parent, grandparent or child, and

iii) an amount of two thousand thirty-nine dollars (\$2,039.00) for each dependent child;

b) less an amount equal to the sum of old age security pension payments received by the beneficiary unit and 40% of:

i) outside income, as described in paragraph 30.4.3,

ii) amounts received as benefits under the program or replacement for such benefits in accordance with Sub-Section 30.4, and

iii) the net income received by the beneficiary unit from land development activities referred to at paragraph 30.3.8.

#### VII. Maternity Benefits and Parental Benefits

30.4.19 The beneficiary unit may receive:

a) maternity benefits, which take into account days when a woman who is the head of a beneficiary unit or the consort of the head of that beneficiary unit is unable to participate in harvesting and related activities as a result of her pregnancy, its effects or care of the infant; and

b) parental benefits, which take into account days where a person who is the head of a beneficiary unit or the consort of the head of that beneficiary unit takes a leave of absence from harvesting and related activities, as a result of his or her consort's pregnancy, the effects of that pregnancy or the care of the infant. Such leave may begin not earlier than at a date corresponding to a number of weeks, set by the Board, preceding the expected date of the birth.

30.4.20 The Board shall determine the period and the amount of the benefits to be paid under paragraph 30.4.19 provided that:

a) the number of days for which a beneficiary unit may receive maternity benefits under sub-paragraph 30.4.19 a) may not exceed, per pregnancy, the annual maximum of days applicable to the beneficiary unit under paragraph 30.4.5;

b) the number of days for which a beneficiary unit may receive parental benefits under sub-paragraph 30.4.19 b) may not exceed thirty-five (35) per pregnancy; and

c) the total amount of these benefits may not exceed on a *per diem* basis the daily allowance payable under paragraph 30.4.4, combined if applicable, with the amount payable under paragraph 30.4.9.

30.4.21 No benefits shall be issued unless the Board determines, pursuant to criteria it establishes, that the person who is otherwise eligible to receive them would have participated in harvesting or related activities, and provided that he or she is not benefiting from a parental leave program of general application in Québec.

30.4.22 Benefits are payable only after the Board has received the documentation it considers adequate certifying the pregnancy, the effects of the pregnancy or the care of the infant.

#### VIII. Benefits in Case of Sickness or Disaster

30.4.23 The purpose of the following paragraphs is to provide compensation, complete or partial, for the loss of benefits that beneficiaries under the program incurred as a result of not being able to conduct harvesting or related activities due to sickness or disaster.

30.4.24 A beneficiary unit may receive:

a) sickness benefits, which take into account days when the head or the consort is unable to participate in harvesting and related activities as a result of his or her sickness or of the sickness of one of its members; and

b) disaster benefits, which take into account days when the head or the consort is unable to participate in harvesting and related activities following a disaster.

30.4.25 The Board shall determine the period and the amount of the benefits to be paid in the case of sickness or disaster provided that:

a) the number of days for which a beneficiary unit may receive such benefits does not exceed the annual maximum of days applicable to the beneficiary unit under paragraph 30.4.5 and each sickness or event is limited by this maximum; and

b) the total amount of these benefits not exceed on a *per diem* basis the daily allowance payable under paragraph 30.4.4 combined, if applicable, with the amount payable under paragraph 30.4.9.

30.4.26 No benefits shall be issued unless the Board determines, pursuant to criteria it establishes, that the person who is otherwise eligible to receive them would have participated in harvesting or related activities.

30.4.27 Benefits are payable:

a) in the case of sickness, only after the Board has received documentation signed by a doctor or other person recognized for this purpose by the Board, certifying that the beneficiary was unable, during any given period, to practice harvesting or related activities because he or she was sick or injured or certifying that a member of the beneficiary unit was sick during that period; and

b) in the case of disaster, only after the Board has determined whether the effects of an event such as a flood or a forest fire are of such significant scale as to qualify as a disaster.

#### IX. Compensation in the Event of a Catastrophe

30.4.28 For the purpose of this Sub-Section:

a) "catastrophe" shall mean an event such as an earthquake or a major forest fire, whatever the cause, that has a significant impact on the harvesting and related activities of the beneficiaries resulting in a reduction of days spent in harvesting and related activities; and

b) the Board shall determine, in a manner consistent with the provisions of this Section and particularly this Sub-Section, what specific events shall constitute a catastrophe.

30.4.29 With respect to payment of compensation in the case of catastrophes:

a) the Board shall make recommendations to the Minister regarding:

i) the appropriateness of applying the provisions related to catastrophes,

ii) the daily rate to be applied for the period to be covered through these provisions and the total amount of compensation to be paid, provided that the daily compensation paid to a beneficiary unit for each day under this measure shall never exceed the daily net allowance, and

iii) the number of days to be compensated;

b) no sickness or disaster benefits within the meaning of paragraph 30.4.23 shall be granted for days compensated pursuant to the present paragraph;

c) no payment shall be made pursuant to this paragraph if there exist other means of compensation for the days lost as a result of a catastrophe;

d) all individual claims by a beneficiary unit made pursuant to this paragraph must be approved by the Board; and

e) the Board may adopt administrative rules respecting the presentation of a claim pursuant to this paragraph, the manner in which the Board shall treat such claim and the manner of payment.

#### X. Indexation

30.4.30 The dollar amounts provided for in this Section shall be indexed annually according to the Quebec Pension Plan rate. If a cost of living index for the Territory computed on a basis similar to that available in Québec becomes available or any other index deemed advantageous, the Board may by unanimous decision of the members present at the meeting considering the matter, decide to use this index.

### 30.5 Administration of the Program

#### I. Cree Hunters Economic Security Board

30.5.1 There is established the Cree Hunters Economic Security Board (hereinafter referred to as the "Board"). The Board may also be designated under the Cree name "IIYIYU INTUHHUUSIU SHUUYAAN" and under the name, in French, of "Office de la sécurité économique des chasseurs cris".

30.5.2 The Board is a legal person within the meaning of the Civil Code of Québec and shall have the general powers of such a legal person and such special powers as are assigned to it by statute.

30.5.3 The Board shall have six (6) members. The Cree Nation Government and Québec shall each appoint three (3) members and shall pay the remuneration and expenses of their respective members.

30.5.4 Four (4) members shall constitute a quorum provided two (2) members appointed by each party are present.

30.5.5 The members of the Board shall each have one (1) vote.

30.5.6 The respective parties shall appoint a Chair and Vice-Chair of the Board who shall hold office for one (1) year, from among their appointees in the following manner:

a) in the first year of the operation of the Board, the Chair shall be appointed by Québec and the Vice-Chair shall be appointed by the Cree Nation Government;

b) in the second year of the operation of the Board, the Chair shall be appointed by the Cree Nation Government and the Vice-Chair shall be appointed by Québec; and

c) in subsequent years, the appointment of the Chair and Vice-Chair of the Board shall take place in the sequence set forth in sub-paragraphs a) and b).

30.5.7 In the absence of the Chair, the Vice-Chair shall act as Chair.

30.5.8 The Chair of the Board shall have a second and deciding vote.

30.5.9 Unless otherwise specifically provided elsewhere in this Section, where it is provided that the Board decides or otherwise acts, it shall do so only by virtue of the vote of the majority of the members present at the meeting considering the matter provided that at least one (1) member appointed by the Cree Nation Government and one (1) member appointed by Québec form part of the majority.

30.5.10 With respect to the yearly applications to participate in the benefits of the program, the Board shall:

a) examine the new applications and applications for reinstatement transmitted by the local administrator pursuant to sub-paragraph 30.6.3 a);

b) submit the list of applications to the local committee for recommendation prior to June 5 or such other date as may be established by the Board;

c) examine the declarations, transmitted by the local administrator pursuant to sub-paragraph 30.6.3 b); and

d) review the applications and declarations and draw up the definitive list of beneficiaries eligible for the program.

30.5.11 In the case where the Board has accepted an application at a date later than the one stipulated under sub-paragraph 30.6.2 a) and is not able to submit this application to the local committee within the delay stipulated in sub-paragraph 30.5.10 b), it shall nevertheless proceed to the determination of the eligibility of the beneficiary unit and table the application at the next meeting of the local committee in question, for information.

30.5.12 In addition to the other functions and duties of the Board provided for in this Section, the Board shall:

1. review all complaints and claims resulting from the operation of the program or the procedures established for the program or any other matter contemplated in this Section;

2. review the operation of the program and procedures established for the program and participate at the request of the Minister in the evaluation of the results of the program;

3. supervise the administration of the program and procedures established for the program;

4. establish, pursuant to paragraph 30.4.30, the annual adjustment of the dollar amounts provided for in this Section and where appropriate, the cost of living rate to which the payments under the program established by this Section shall be indexed;

5. establish the administrative procedures and criteria consistent with the terms of this Section, necessary to implement the program, and modify such procedures and criteria from time to time on the basis of experience with the operation of the program;

6. consult the appropriate local administrator or administrators in all matters respecting the operation of the program in any Cree community or communities;
7. prepare an estimate of the annual costs of the program for each Cree community, including an amount for each eligible beneficiary unit, and obtain from Québec the funds necessary to cover such costs;
8. prepare a budget for its own operations and obtain from Québec the funds necessary to cover such costs;
9. recommend or determine, as the case may be, when and how revisions to the program should be made as provided in Sub-Sections 30.8 and 30.9;
10. fulfill, for a given Cree community, the duties of the local administrator contemplated in paragraph 30.5.15 if there is no local administrator in such community;
11. recommend to the Minister the specific activities to be designated as land development activities and determine the extent to which, and the conditions upon which such activities may replace harvesting and related activities for the purposes of the eligibility of a beneficiary unit;
12. determine, for the purposes of sub-paragraph 30.4.3 a), any amount or amounts from the sale of furs greater than nineteen thousand nine hundred and ninety-seven dollars (\$19,997.00), which amounts may vary according to categories of beneficiaries, revenues, territories where harvesting and related activities are carried out or the manner in which such activities are exercised;
13. determine the income, salaries and subsidies to be excluded pursuant to sub-paragraph 30.4.3 c);
14. determine the criteria and conditions for benefits contemplated in paragraph 30.4.19;
15. determine the amount of the daily benefits, which may not exceed that provided in paragraphs 30.4.4 and 30.4.9 and the maximum number of days for which a beneficiary unit may receive benefits under Title VII of Sub-Section 30.4;
16. establish the conditions and procedures for reimbursement of the overpayments contemplated in sub-paragraph 30.6.8 f);
17. where appropriate, advise a person eligible under the program to leave the program for reasons of health or safety or to apply to benefit under other measures provided through the program;
18. where appropriate and as provided at paragraph 30.4.10, establish for one (1) or more communities the period during which beneficiary units conducting harvesting and related activities in a far harvesting region are entitled to receive the additional amount provided at paragraph 30.4.9;
19. determine the information required to be provided by a beneficiary unit respecting time spent conducting harvesting and related activities in a far harvesting region;
20. modify, where authorized in this Section, the dates established as deadlines or identified as a period to carry out an activity;
21. determine, for the purposes of benefits in case of sickness or disaster, the amount and the period of benefits to be paid in accordance with paragraph 30.4.25 and that the conditions set out in paragraph 30.4.26 have been met;

22. determine the persons other than a doctor who may certify that an individual was unable to practice harvesting or related activities or that a member of the beneficiary unit was sick, as provided at sub-paragraph 30.4.27 a);
23. determine whether the effects of an event such as a flood or a forest fire are of such significant scale as to qualify as a disaster within the meaning of sub-paragraph 30.4.27 b);
24. determine, as provided at paragraphs 30.4.28 and 30.4.29, what events shall constitute a catastrophe and make the appropriate recommendations to the Minister;
25. fulfill the duties and roles provided in respect of the mechanism for review of the implementation and application of Section 30, as provided at paragraph 30.8.6;
26. modify the maps depicting the far harvesting regions forming part of Schedule I of this Section or any successor map as referred to at paragraph 30.4.12;
27. determine in accordance with paragraph 30.5.28, the fee to be paid to the members of the local committee and, for each local committee, the total number of days for which the fee may be paid, not to exceed five (5) days annually;
28. determine what constitutes organized traditional way of life activities; and
29. adopt such administrative rules as it deems necessary and appropriate to give effect to the provisions of this Section.

30.5.13 A measure adopted by the Board under point 13 of paragraph 30.5.12 must be approved by the Minister.

## II. Local Administrator

30.5.14 For each Cree community, the Board shall, following consultations with the responsible Cree local government, appoint a local administrator for the community who shall be an employee of the Board and who shall have an office in the community.

30.5.15 The local administrator shall:

- a) receive annually the applications for economic security benefits submitted in the Cree community where he or she carries on his or her duties;
- b) see to the proper functioning of the program and the procedures provided for and in accordance with this Section, at the community level;
- c) see to the distribution and payment to heads of beneficiary units of sums due in accordance with the provisions of this Section;
- d) keep accurate and verifiable records of all payments made to heads of beneficiary units and costs incurred in the administration of the program, in accordance with the procedures and criteria established by the Board;
- e) assist members of beneficiary units to apply for and prepare all necessary documentation respecting eligibility and benefit forms under the program and provide other relevant information;

f) collect and preserve all necessary documentation respecting eligibility and benefits under the program, in accordance with the procedures and criteria established by the Board; and

g) participate as a member, in the work of the local committee for the community in question.

### III. Local Economic Security Program Committee

30.5.16 The Board shall request of the Chief and Council of each Cree community the establishment by resolution, of a Local Economic Security Program Committee ("local committee"), to act as a consultative body to the Board.

30.5.17 A local committee shall be composed of not fewer than three (3) and not more than seven (7) members.

30.5.18 The local administrator of the community in question is automatically a member of the local committee. If there is no local administrator in place in a community, the Board appoints one (1) of its employees to be a member of that local committee.

30.5.19 Upon its establishment, the local committee shall post a notice of its membership in a public place within the Cree community in question.

30.5.20 The Board may also mandate one (1) of its employees to participate in the meetings of the local committees in order to facilitate the work of a local committee. This person participates in the work of the local committee but is not a member.

30.5.21 The members designated by the community shall remain in office until they are replaced or reappointed.

30.5.22 The names of the local committee members designated by the community must be submitted to the Board.

30.5.23 The local committee identifies the member who will direct the activities of the committee, coordinate its work and act as a liaison between the local committee and the Board.

30.5.24 A quorum for sittings of a local committee shall be at least a majority of the members.

30.5.25 A local committee may adopt rules of procedure concerning the implementation of paragraphs 30.5.16 to 30.5.27. These rules shall be transmitted to the Board and be available for public consultation upon request.

30.5.26 A local committee has the following powers and responsibilities:

a) act throughout the year as a consultative body to the Board with respect to the information provided by the beneficiaries of the community in question, to establish their eligibility and establish the calculation of benefits and if appropriate, to make recommendations to further review the information provided by a beneficiary;

b) study the list of new applications and applications for reinstatement transmitted by the Board pursuant to sub-paragraph 30.5.10 b) and if it deems it appropriate and prior to June 30 or such other date as may be established by the Board, make recommendations to exclude a beneficiary from the list;

c) make recommendations to the Board in regard to any aspect of the design, administration or operation of the program in the Cree community where it carries out its duties;

d) consult and exchange information deemed necessary by the Board on any matter regarding the design, administration or operation of the program in the Cree community where it carries out its duties; and

e) advise a person eligible under the program as provided at paragraph 30.3.7.

30.5.27 In the event a community has not appointed a local committee as stipulated at paragraph 30.5.16 or if a local committee is unable to review the list of new applications and applications for reinstatement and make the necessary recommendations within the deadline established at sub-paragraph 30.5.26 b), the Board is authorized, in accordance with sub-paragraph 30.5.10 d), to draw up the definitive list of beneficiaries eligible for the community in question.

30.5.28 The Board pays each member of a local committee who is not an employee of the Board, the fee determined by the Board for each meeting day the member attends. The maximum annual number of days is five (5) and may vary according to the needs of each committee. The fee is indexed annually in accordance with the provisions of paragraph 30.4.30.

### 30.6 Procedures

30.6.1 For the purpose of the program, the program-year shall commence on July 1 of each year.

30.6.2 Unless prevented from doing so by harvesting and related activities, training, education or employment away from the settlement, sickness, accident or other similar circumstances:

a) each person making a new application or applying for reinstatement for benefits under the program shall submit the application between May 1 and May 31 each year or such other date as may be established by the Board; and

b) beneficiaries already enrolled in the program must declare in writing, between June 15 and July 15 each year or such other date as may be established by the Board, their intention to pursue harvesting activities for the coming year.

30.6.3 The local administrator shall transmit annually to the Board:

a) no later than June 5 of each year or such other date as may be established by the Board, the applications referred to in sub-paragraph 30.6.2 a), submitted in the Cree community where his or her duties are carried out; and

b) no later than August 1 of each year or such other date as may be established by the Board, the declarations referred to in sub-paragraph 30.6.2 b), submitted in the Cree community where his or her duties are carried out.

30.6.4 Once it has drawn up, in accordance with sub-paragraph 30.5.10 d), the definitive list of beneficiaries eligible to the program for the current year, the Board shall calculate the required funds for each Cree community for the operation of the program during the year, including administrative costs, taking into account in the estimated total costs any surplus or deficit resulting from the operation of the program in the preceding year.

30.6.5 The Board shall, on the basis of the calculation referred to at paragraph 30.6.4, submit to the Minister a request for the necessary funds for any given period to be determined from time to time by the Board, and the Minister shall transfer to the Board within thirty (30) days of the receipt of such request the necessary funds to cover the costs of the program, including administrative costs for such period.

30.6.6 No later than August 31 of each year, the Board may transfer to the local administrator amounts determined from time to time by the Board, sufficient to cover the special payments referred to at paragraph 30.6.9, provided that the amount available to each local administrator is at least equal to 25% of the total amount paid to beneficiary units in his or her community in the preceding year.

30.6.7 All funds transferred by the Board to a local administrator shall be held by such local administrator in segregated trust accounts for the specific purpose of payments to heads of beneficiary units in accordance with the provisions of this Section, and administration costs incurred by said local administrator, in connection therewith.

30.6.8 The Board shall distribute payments to the heads of beneficiary units through the office of the local administrator, subject to the following provisions:

a) the first payment, equal to  $\frac{1}{6}$  of the estimated total annual payment, shall be made on or about August 31, and the following payments equal to  $\frac{1}{12}$  of the estimated total annual payment on or about the last day of each of the following ten (10) months;

b) any balance shall be paid after submission of the information contemplated in paragraph 30.6.11, on the date determined by the Board;

c) where the head of the beneficiary unit or the consort does not intend to return to his or her settlement before January 2, the payment to be made on August 31 shall be equal to half of the estimated total annual payment;

d) the Board shall make payments directly to a consort upon request by the consort, in accordance with the criteria established by the Board;

e) the Board may also, if it considers it necessary and in accordance with the criteria it establishes, grant to the consort rather than to the head of the beneficiary unit, the payments due to the beneficiary unit or that part of the payment attributable to the consort;

f) where the head of the beneficiary unit or the consort has received an amount exceeding that payable for one (1) year, the overpayment must be reimbursed in accordance with the conditions and procedures established by the Board, within the two (2) years following the subsequent application for program benefits;

g) in the event of the death of the head of a beneficiary unit or the consort in the period following the first payment in a program year and prior to the second payment, the minimum to be paid to the beneficiary unit in respect of the deceased shall be equal to at least  $\frac{1}{4}$  of the estimated total annual payment established for the deceased for the year;

h) the Board may modify any date stipulated in sub-paragraphs a) or c); and

i) the Board may choose any method of payment it deems appropriate, including direct deposit in a financial institution.

30.6.9 Notwithstanding paragraph 30.6.8, the local administrator may issue payments to heads of beneficiary units or the consorts in the following cases:

a) a head of a beneficiary unit or the consort who intends to be absent from the settlement for a period of ten (10) consecutive days or more for the purpose of conducting harvesting and related activities and who has not received the special payment under sub-paragraph 30.6.8 c) for the said period, shall be entitled to receive from the local administrator an advance upon his or her next regular payment in the amount of one hundred dollars (\$100.00) per eligible adult in the beneficiary unit; or

b) in the event that the head of a beneficiary unit or the consort does not receive from the Board the payment due to him or her pursuant to sub-paragraphs 30.6.8 a) or c), the local administrator may issue such payment from the funds that he or she holds in trust.

30.6.10 The amounts paid under paragraphs 30.4.9 and 30.4.13 shall be paid at the end of the program-year or such other time as may be established by the Board.

30.6.11 Every head of a beneficiary unit shall be required to provide the local administrator with information for the year just ended and with estimated information for the coming year respecting the following:

a) his or her family, as necessary for the calculations referred to in Sub-Section 30.4;

b) the amount of time spent conducting harvesting and related activities;

c) the amount of time spent in wage employment;

d) the revenue derived from such harvesting and related activities and such wage employment;

e) any pertinent information respecting income referred to in Sub-Section 30.4; and

f) in accordance with the requirements of the Board indicating the amount of time spent conducting harvesting and related activities in a far harvesting region.

30.6.12 Where a beneficiary unit wants to avail itself of the mentoring provisions as provided under paragraphs 30.4.13 to 30.4.15, the mentor and the youth must both sign a declaration to that effect indicating their intention and the approximate dates the youth will accompany the beneficiary unit.

30.6.13 The information referred to in paragraphs 30.6.11 and 30.6.12 may be provided in the form appropriate to local circumstances, including in the form of diaries or affidavits.

30.6.14 The local administrator shall collect such information and forward it to the Board.

30.6.15 Benefits under Sub-Section 30.4 are payable only after the Board has received supporting documentation it deems appropriate, with respect to the eligibility of a beneficiary unit or the calculation of benefits under the program. The Board may suspend, reduce or cease to pay any benefit under the program where there is failure to provide appropriate documentation supporting eligibility or the benefits calculated. Decisions made by the Board under this section must include reasons and be communicated in writing to the person concerned.

30.6.16 Québec and the Board shall have the right to verify or audit all procedures, books and documents provided for in this Section and shall have the right to withhold or reclaim funds or adjust allocations of funds in the event of overpayment or abuse.

### **30.7 Examination, Review and Appeals**

30.7.1 Notwithstanding sub-paragraphs 30.3.4 a) to k), if a Cree believes that consistent with the nature and purposes of the program, he or she should be considered eligible and should receive benefits under the program, the Board may, upon request from such person, examine or review the case and determine if the grounds given by this person are consistent with the nature and purposes of the program and decide if such person shall be considered eligible and benefit under the program. The decision of the Board must be by unanimous vote of the members present at the meeting considering the matter.

30.7.2 If the head of a beneficiary unit or the consort believes himself or herself aggrieved because the beneficiary unit has been refused benefits under the program, because he or she considers the beneficiary unit is entitled to higher benefits, because the benefits of the beneficiary unit have been reduced, suspended or discontinued, or because the Board has refused to make payments directly to a consort as provided in sub-paragraphs 30.6.8 d) and e), he or she may appeal to the Board to review its decision.

30.7.3 An application for a review by the Board shall be made in writing within sixty (60) days after the complainant is notified of the decision he or she applies to have reviewed. The application for review must contain a brief account of the grounds invoked and must be sent to the Board.

30.7.4 Upon receipt of the application for review, the Board shall verify the facts and circumstances of the case, examine the grounds invoked and render its decision within sixty (60) days of receiving the application for review. The Board shall immediately give notice in writing to the complainant of the decision rendered, the reasons on which it is based and any right to further appeal.

30.7.5 The Board may maintain or reverse a decision submitted to it.

30.7.6 An appeal may be made to the *Tribunal administratif du Québec* or its successor, concerning a decision rendered by the Board pursuant to paragraph 30.7.5.

30.7.7 Any appeal made pursuant to this Sub-Section does not suspend the application of a decision rendered by the Board.

### **30.8 Review of the Program**

30.8.1 Québec and the Cree Nation Government shall from time to time review the operation of the program, procedures and benefits established by and in accordance with this Section. They may, by mutual consent, make any adjustments necessary for the proper functioning of or to give effect to the program, procedures and benefits provided for in this Section, including in particular, the provisions of paragraphs 30.2.3, 30.2.8 and 30.2.9.

30.8.2 The Board may modify the amounts provided at sub-paragraph 30.4.18 a):

a) to ensure that in the case of sub-paragraphs 30.4.18 a) i) and ii), these amounts, on the basis of a family of two (2) adults, are always more generous than the basic benefit granted to families eligible under any individual or family assistance program, or any guaranteed annual income program of general application

existing or established from time to time in Québec, whether such program is established or funded by Québec or Canada; and

b) in the event that, as a result of the application of sub-paragraph a) the board modifies the amount provided for at sub-paragraph 30.4.18 a) ii), it shall also adjust the amount provided at sub-paragraph 30.4.18 a) iii) so that the amounts in both sub-paragraphs are the same.

30.8.3 In the event that any individual and/or family assistance program existing from time to time in Québec is modified or a guaranteed annual income program of general application is established or modified, the Board may request a review of the program if in its opinion it would have been more expensive for Québec, during any period of one (1) year running from July 1 to June 30, to enroll all beneficiaries of the program in such individual and/or family assistance program or such guaranteed income program of general application and in such case, the program shall be modified in accordance with the provisions of paragraphs 30.8.4 and 30.8.5.

30.8.4 In the case of modifications to the program effected pursuant to and in accordance with paragraph 30.8.3, Québec shall effect such modifications only after prior consultation with and upon recommendations of the Board. Such modifications to the program shall assure that the amounts established by and in accordance with sub-paragraph 30.4.18 a) for the program shall not be reduced and the exemptions and the reduction rate established by and in accordance with paragraph 30.4.18 b) for the program shall not be modified unless the Board decides otherwise by unanimous decision of the members present at the meeting considering the matter.

30.8.5 In the event that any other guaranteed annual income, transfer payment, or income security programs of general application are established, or are significantly modified from time to time in Québec, whether such programs are established or funded by Québec or Canada:

a) subject to the provisions of this Sub-Section, Québec and the Cree Nation Government shall review the program and shall by mutual consent make any adjustments necessary to ensure the continued existence of the program and the maintenance of the purpose and principles of the program; and

b) a lack of agreement between Québec and the Cree Nation Government on a matter contemplated in sub-paragraph a) shall not prejudice the rights of beneficiaries under the program, including those set forth in paragraphs 30.2.3, 30.2.8 and 30.2.9 and failing such agreement the necessary adjustments shall be effected through binding arbitration in accordance with the laws of Québec and upon the basis of the principles set forth in this Section. For the purposes of such arbitration, Québec and the Cree Nation Government shall each appoint one (1) arbitrator. The arbitrators so appointed shall together appoint a third arbitrator.

30.8.6 In addition to the process provided in paragraph 30.8.1, a mechanism for review of the implementation and application of this Section is established as follows:

a) Québec and the Cree Nation Government may initiate a review by submitting to the Board, with a copy to the other party, a written notice signed by, in the case of Québec, the Minister or one (1) of the members of the Board appointed by Québec and, in the case of the Cree Nation Government, its Chairman or one (1) of the members of the Board appointed by the Cree Nation Government, requesting the review of any aspect of the program;

b) the Board shall consider the request within the ninety (90) days following receipt of the written notice referred to at sub-paragraph a) or within any other period agreed to by the Minister and the Chairman of the Cree Nation Government;

c) if the Board does not arrive at a solution satisfactory to both the Minister and the Chairman of the Cree Nation Government it shall again consider the matter within one hundred and fifty (150) days of the date of the receipt of the notice referred to in sub-paragraph a) or within any other period agreed to by the Minister and the Chairman of the Cree Nation Government;

d) should the Board, after considering the matter as provided in sub paragraph c) fail to reach a solution acceptable to the Minister and the Chairman of the Cree Nation Government, it shall so notify the Minister and the Chairman of the Cree Nation Government who may within forty-five (45) days following the date of the receipt of such notice from the Board or within any other period agreed to by the Minister and the Chairman of the Cree Nation Government:

i) determine an agreed upon solution,

ii) designate a third party to inquire, collect relevant information and draft recommendations,

iii) agree upon a mediation process, or

iv) institute the binding arbitration process provided for at sub-paragraph 30.8.5 b);

e) if an agreement between the Minister and the Chairman of the Cree Nation Government is achieved, the parties shall within a reasonable delay take the necessary measures to implement their agreement; and

f) if there is no agreement between the Minister and the Chairman of the Cree Nation Government pursuant to sub-paragraph d) and the parties have not instituted the binding arbitration process provided for at sub-paragraph 30.8.5 b), Québec, the Cree Nation Government and the Board shall include the issue in question in the next review of the program held pursuant to paragraph 30.8.1.

### **30.9 Final Provisions**

30.9.1 Subject to modification by the mutual consent of Québec and the Cree Nation Government, the total number of remunerated person/days contemplated at paragraphs 30.4.4 and 30.4.5 in each program-year shall not exceed three hundred and fifty thousand (350,000) person/days and the total number of remunerated person/days contemplated at paragraph 30.4.9 in each program-year shall not exceed one hundred thousand (100,000) person/days or, in either case, such greater number of person/days as may be fixed by Québec after consultation with the Board.

30.9.2 At least one hundred and eighty-five thousand (185,000) person/days or any greater number of such days as may be fixed by Québec after consultation with the Board, must be spent in harvesting or related activities while other days may be spent either in such activities or in land development activities having been the subject of a decision of the Minister pursuant to paragraph 30.3.8.

30.9.3 With respect to the application of the person/days limit established pursuant to paragraph 30.9.1:

a) Québec and the Cree Nation Government undertake to review annually the person/days limit for the program and to agree on adjustments they deem necessary. The parties may also, by agreement, determine from time to time the way in which the annual review is carried out; and

b) in the event that at the commencement of a program year the Board determines that the estimated total person/days to be remunerated under paragraphs 30.4.4 and 30.4.5 exceeds three hundred and fifty thousand (350,000), it shall review the operation of the program and recommend appropriate measures to be implemented in subsequent years, in order to give effect to the provisions of paragraph 30.9.1 or any modifications pursuant thereto.

30.9.4 If for any program year the demand for days to be remunerated under paragraph 30.4.9 exceeds one hundred thousand (100,000) days, the Board shall, in order to comply with paragraph 30.9.1, determine how the available one hundred thousand (100,000) days shall be allocated to beneficiary units claiming such days under paragraph 30.4.9 for that program year.

30.9.5 In the event that the Minister does not receive the recommendation referred to at paragraph 30.9.3 b) before December 31 of any given year, or if the Minister has cause to believe that such recommendation will not give proper effect to the provisions of paragraph 30.9.1, the Minister may, after further consultation with the Board, effect such modifications as are necessary to give proper effect to the provisions of said paragraph.

30.9.6 Notwithstanding any other Act, the Board may when appropriate obtain from any government department or body any information that it considers necessary respecting the benefits of any kind which such department or body has paid, is paying or would be authorized to pay to any person who receives or applies for benefits under the program.

30.9.7 Subject to the provisions of this Section, the Minister may, after consultation with the Board, establish such further administrative procedures, including requirements for verification of information, and prescribe such penalties as may be necessary to give full force and effect to this Section.

#### **30.10 Amendment Clause and Legislation**

30.10.1 Unless otherwise specifically provided in this Section, the provisions of this Section can only be amended with the consent of Québec and the interested Native party.

30.10.2 Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec.

#### **Schedule I**

Maps of far harvesting regions nos. 67 to 75

*See plan no. 67: Far Harvesting Region of Chisasibi (Complementary Documents)*

*See plan no. 68: Far Harvesting Region of Eastmain (Complementary Documents)*

*See plan no. 69: Far Harvesting Region of Mistissini (Complementary Documents)*

*See plan no. 70: Far Harvesting Region of Nemaska (Complementary Documents)*

*See plan no. 71: Far Harvesting Region of Oujé-Bougoumou (Complementary Documents)*

*See plan no. 72: Far Harvesting Region of Waskaganish (Complementary Documents)*

*See plan no. 73: Far Harvesting Region of Waswanipi (Complementary Documents)*

*See plan no. 74: Far Harvesting Region of Wemindji (Complementary Documents)*

*See plan no. 75: Far Harvesting Region of Whapmagoostui (Complementary Documents)*

**IN WITNESS WHEREOF**, the Parties have signed the Complementary agreement at the location and date stipulated below.

**CREE NATION GOVERNMENT**

\_\_\_\_\_

Abel Bosum

Chairman

At \_\_\_\_\_, on \_\_\_\_\_ 2020.

**GOUVERNEMENT DU QUÉBEC**

\_\_\_\_\_

Jean Boulet

Ministre du Travail, de l'Emploi et de la Solidarité sociale

At \_\_\_\_\_, on \_\_\_\_\_ 2020.

\_\_\_\_\_  
Sylvie D'Amours

Ministre responsable des Affaires autochtones

At \_\_\_\_\_, on \_\_\_\_\_ 2020.

\_\_\_\_\_  
Sonia LeBel

Ministre responsable des Relations  
canadiennes et de la Francophonie canadienne

At \_\_\_\_\_, on \_\_\_\_\_ 2020.