

SECTION 28

Economic and Social Development – Crees

28.1 Preliminary provisions

28.1.1 Programs, funding and technical assistance presently provided by Canada and Québec, and the obligations of the said governments with respect to such programs and funding shall continue to apply to the James Bay Crees on the same basis as to other Indians of Canada in the case of federal programs, and to other Indians in Québec in the case of provincial programs, 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.

The foregoing terms, conditions, obligations and criteria will apply to all federal programs referred to in this Section.

28.1.2 Subject to paragraph 28.1.1, Canada and Québec shall continue to assist and promote the efforts of the James Bay Crees and more specifically undertake, within the terms of such programs and services as are established and in operation from time to time, to assist the James Bay Crees in pursuing the objectives set forth herein in Sub Sections 28.4 to 28.16.

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").

JBNQA, par. 28.2.1
A. corr.
Compl. A. no. 14, s. 3

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.

JBNQA, par. 28.2.2
Compl. A. no. 14, s. 3

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.

JBNQA, par. 28.2.3
A. corr.
Compl. A. no. 14, s. 3

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

JBNQA, par. 28.2.4
A. corr.
Compl. A. no. 14, s. 3

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.

JBNQA, par. 28.2.5
Compl. A. no. 14, s. 3

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.

JBNQA, par. 28.2.6
A. corr.
Compl. A. no. 14, s. 3

28.2.7 The Corporation may submit from time to time specific projects to Canada for funding of such projects and Canada shall provide funding for such projects within the scope of programs and criteria existing from time to time if such projects directly benefit the James Bay Crees and are justified on the basis of economic criteria. The same provisions shall apply to provincial programs. Applications made by the Corporation under this paragraph shall in no way prejudice the James Bay Crees, the Cree Regional Authority, the Société de développement de la Baie James, the Corporation or other bodies under their control from any right to benefits they may be entitled to receive under existing federal or provincial programs.

JBNQA, par. 28.2.7
A. corr.

28.2.8 Nothing contained herein shall preclude Canada and Québec from making appropriate arrangements for administration and funding of programs in accordance with the general terms and conditions of the Agreement.

JBNQA, subs. 28.2
Compl. A. no. 14, s. 3

28.3 Objects of the James Bay Native Development Corporation

28.3.1 *(Repealed).*

JBNQA, par. 28.3.1
A. corr.
Compl. A. no. 14, s. 3

28.3.2 *(Repealed).*

JBNQA, par. 28.3.2
Compl. A. no. 14, s. 3

28.3.3 *(Repealed)*.

JBNQA, par. 28.3.3
A. corr.
Compl. A. no. 14, s. 3

28.3.4 *(Repealed)*.

JBNQA, par. 28.3.4
Compl. A. no. 14, s. 3

28.3.5 Nothing in this Section shall be deemed to preclude either the Société de développement de la Baie James or the Cree Regional Authority or its nominee from developing independently any economic venture. The said parties retain the right to operate alone or together with a third party for development purposes.

JBNQA, par. 28.3.5
A. corr.

28.4 Cree Associations

28.4.1 Subject to the positive conclusions of the necessary feasibility studies involving the Crees to the greatest extent possible and to the availability of funds, Canada and/or Québec will assist the Crees with funding and technical advice in establishing, as soon as possible, as described herein :

- a) a Cree Trappers' Association;
- b) a Cree Outfitting and Tourism Association;
- c) a Cree Native Arts and Crafts Association.

28.5 Cree Trappers' Association

28.5.1 As soon as possible, following the execution of the Agreement, feasibility studies respecting the formation of a Cree Trappers' Association shall be undertaken jointly by Canada, Québec and the Cree Regional Authority.

28.5.2 The parties referred to at paragraph 28.5.1 shall examine the possibility of the formation of a Joint Founding Committee involving representation from the Cree communities to assist and participate in the feasibility studies.

28.5.3 The feasibility studies shall involve consultation with individual Cree trappers or groups of trappers within each community.

28.5.4 The feasibility studies shall, if possible, be completed by July 1, 1976.

28.5.5 The feasibility studies respecting the Cree Trappers' Association shall consider and contain recommendations respecting the following matters :

- a) A trapline development program including measures respecting camps, communication and travel facilities.
- b) Improved trapper capability including measures to increase availability of and sources of funds for equipment, supplies and transportation.
- c) Fur marketing and promotion to increase the trappers' returns including fur collection services.
- d) Improved biological production including habitat improvement, species rehabilitation and wildlife surveys.

- e) Trappers' training programs, courses on fur grading, marketing and fur depot management.
- f) Transfer to the Association of appropriate government services and programs related to trapping.
- g) Possible development of other sectors of the fur industry.
- h) Program management and administration.
- i) Physical facilities necessary for the operation of the Association.
- j) Objects, funding and administration of the Cree Trappers' Association including inter alia the respective participation of the federal and provincial and Cree governments in funding.

28.5.6 Subject to the results of the feasibility studies and in the event that a Cree Trappers' Association is established, Canada, Québec and the Cree Regional Authority, in a proportion to be mutually agreed upon shall assist the Association to the extent possible with funding with respect to its objects including :

- a) Programs to be operated by the Cree Trappers' Association.
- b) Capital funding for physical facilities in each Cree community as well as central facilities, if necessary, and for loan funds.
- c) Costs connected with the operation of the Association.

28.6 Cree Outfitting and Tourism Association

28.6.1 As soon as possible following the execution of the Agreement and subject to the results of the feasibility studies referred to in paragraph 28.4.1 there shall be established a Cree Outfitting and Tourism Association which shall inter alia :

- a) Provide marketing, booking and promotion services for Cree outfitting operations.
- b) Provide business, management, accounting and professional services for Cree outfitters.
- c) Conduct feasibility studies related to establishment or siting of individual outfitting facilities or a network of outfitting facilities.

28.6.2 Subject to the results of the feasibility studies and in the event that a Cree Outfitting and Tourism Association is established, Canada, Québec and the Cree Regional Authority, in a proportion to be mutually agreed upon shall assist the Association in its operation and objects.

28.7 Cree Native Arts and Crafts Association

28.7.1 There is established a Cree Native Arts and Crafts Program which shall include the structures, services, procedures, functions and agencies provided for in this Sub Section.

28.7.2 As soon as possible following the execution of the Agreement subject to the results of the feasibility studies referred to at paragraph 28.4.1 there shall be established a Cree Native Arts and Crafts Association which shall be responsible for and supervise the programs for the development of Native Arts and Crafts and a local Arts and Crafts Committee, in each Cree community.

28.7.3 The Chairman of the each Local Arts and Crafts Committee shall have a seat on the Board of Directors of the Cree Native Arts and Crafts Association.

28.7.4 The Cree Native Arts and Crafts Association shall establish a Cree Central Marketing Service which shall assist individual Crees or Cree communities in the marketing and related services for Cree Arts and Crafts and shall make available to Cree individuals or Cree communities such material or equipment as may be required for the creation of native arts and crafts.

28.7.5 Subject to the results of the feasibility studies and in the event that a Cree Native Arts and Crafts Association is established, Canada, Québec and the Cree Regional Authority, in a proportion to be mutually agreed upon shall assist the Association in its operation and objects.

28.8 Joint Economic and Community Development Committee

28.8.1 There is established the Joint Economic and Community Development Committee (hereinafter referred to as “the Committee”) a body for the Cree people, Québec and Canada jointly to review and make recommendations respecting the establishment, expansion, operation and effectiveness of government economic development, community development and other programs related to the economic and social development of the Cree people.

28.8.2 The Committee shall be composed of 9 members. Canada and Québec shall each appoint 2 members and the Cree Regional Authority shall appoint 5 members. The parties shall pay the expenses and remuneration of their own members. The size or composition of the Committee may be altered from time to time by mutual consent of the parties to the Committee.

28.8.3 The specific functions of the Committee shall be, inter alia to :

- a) Review and recommend measures concerning governmental services and programs related to promotion of economic and social development including :
 - i) needs for and the operations and effectiveness of vocational, upgrading and other training programs including receipt of proposals from local or regional authorities for such programs;
 - ii) the operation, including staff requirements, of job placement and recruitment services;
 - iii) Cree employment on various government bodies on a priority basis and with respect to Cree priority in the awarding of various project contracts;
 - iv) business assistance programs, funding management and financial advice.
- b) Examine and make recommendations respecting the availability, improvement or modifications of community development programs.
- c) Offer to and secure from economic development officers in the communities advice respecting all work related to their functions and involve such officers in the meetings and work of the council.
- d) Assist Cree entrepreneurs in obtaining capital, funding and technical expertise.
- e) Examine and make recommendations concerning the possibility of the delegation of the administration of government programs to Cree regional or local authorities.

28.9 Training courses, job recruitment and placement

28.9.1 Canada and Québec shall, on proposals from the Cree local governments or Cree Regional Authority, provide, within their budgetary restraints to Cree individuals or groups the full range of training programs or facilities and of job recruitment and placement services they require in order to qualify for jobs created by existing or planned developments in the Territory, and assume the costs of such programs and facilities.

28.9.2 The programs shall be of such nature as to qualify candidates to meet the specific requirements of existing and eventual job and business opportunities in Cree settlements, in the Territory and elsewhere and particularly in the economic sectors related to the associations established and the undertakings contained in this Section.

28.9.3 Québec and Canada shall assure that unilingual Cree candidates who successfully complete training courses shall have the right to be examined either in the Cree language or with the assistance of a translator. Applicants for jobs in the public service will, however, be required to possess sufficient knowledge of one of the two official languages, as may be specified.

28.9.4 All candidates who complete a training program and pass the examination should be assured of either apprentice card certification or official qualification permits so as to qualify to be employed in the field of such training.

28.9.5 The two governments shall maintain the number of offices mutually agreed upon between the James Bay Crees and the governments concerned in or near the Cree communities required for the delivery of manpower programs and services.

JBNQA, par. 28.9.5
A. corr.

28.10 Cree participation in employment and contracts

28.10.1 The number of Cree people employed by government within the Territory and in particular at the senior and management levels shall increase as rapidly as possible given the projected requirements and turnovers of existing staff and the number of Cree candidates subject to pre-required qualifications, experience and training.

28.10.2 With respect to employment in government services, the government shall to the extent possible follow a policy that assures that :

- a) The requirements of the Public Service Commission and other requirements for employment in the public service allow qualified Crees access to government jobs.
- b) Recruitment shall be done in all Cree communities for any positions open within the government services in the Territory.
- c) Vocational, administrative and management training shall be provided to Crees interested in being employed in government services.
- d) Cree individuals successfully completing training courses shall be placed in government services to the fullest extent possible.
- e) Cree individuals placed in government services and who demonstrate potential shall be given job training and training courses needed for job advancement especially for managerial positions.

28.10.3 For projects initiated or conducted by Canada or Québec or their agencies, delegates, or contractors, and for projects by any proponent a major purpose of which is to provide goods or services to or for the benefit of Cree communities the governments shall take all reasonable measures to establish Cree priority in respect to employment and contracts created by such projects :

- a) In respect to employment on such projects, Canada and Québec shall, inter alia :
 - i) interpret requirements for various categories of jobs so that Cree people able to perform the work shall be deemed to be eligible;
 - ii) advertise available jobs in the Cree Community or in employment offices therein at the same time as such jobs are advertised to the general public;
 - iii) to the extent permissible under government contract regulations hire a qualified Cree person before hiring a non-Native person for each available job;

- iv) provide Cree employees on-the-job training needed for job advancement.
- b) In respect to contracts arising from such projects, including requirements that the proponents :
 - i) design contract packages to provide to the Crees a reasonable opportunity to submit competitive tenders;
 - ii) post calls for tenders in a public place in all Cree communities on the date on which the general public is made aware of such calls for tenders;
 - iii) set the date, location, terms and conditions for tendering so that Cree individuals or groups may reply with reasonably ease.

28.10.4 Québec and Canada shall take all reasonable measures, including but not limited to regulations, to establish priority to available and duly qualified local persons or entrepreneurs in respect to contracts and employment created by development in the Territory.

28.11 Community services

28.11.1 Subject to the extent of financial participation possible by Canada, Québec and the Cree communities and to the priorities mutually agreed to by the interested parties at the time annual budgets are discussed and prepared, Québec and Canada shall provide funding and technical assistance for :

- a) The construction or provision of a community centre in each Cree community.
- b) Essential sanitation services in each Cree community.
- c) Fire protection including the training of Crees, the purchase of equipment and, when necessary, the construction of facilities in each Cree community.

28.11.2 Canada and Québec shall provide where appropriate each Cree community with the following programs and personnel :

- a) An Economic Development Agent to provide expert business consultation and promotion.
- b) Community affairs services including a community worker or workers.

28.11.3 Arrangements may also be made from time to time between the James Bay Crees and the James Bay Municipality in the form of service agreements in order to assist in the establishment of municipal services, or to improve or add to same.

28.12 Assistance to Cree entrepreneurs

28.12.1 Canada and Québec shall, within the scope of services and facilities existing from time to time, provide assistance to Cree individuals or groups to establish, own, operate, expand or modernize business enterprises. Such services shall include assistance for feasibility studies, economic planning, obtaining of permits, job or management training, technical matters, funding equipment, physical plant and operations.

28.12.2 Within Cree settlements emphasis shall be given to enterprises in the service sector which will provide for an identifiable demand and which will create employment for Crees and economic benefits for the economy of the settlement as a whole through significant multiplier effects.

28.12.3 In general, assistance to Cree entrepreneurs shall expand, develop and diversify opportunities for Cree people to participate in and benefit from the economic development of the Territory, and particularly in those sectors where Cree skills and resources may contribute to such overall development, such as service enterprises, resource exploration, construction and maintenance work, and natural resource

enterprises, the purpose of which is to exploit and protect the living and non-living resources of the Territory.

28.12.4 Canada through the Economic Development Program of the Department of Indian Affairs and Northern Development or its successor program shall provide economic and technical assistance to Cree individuals, groups or communities who wish to establish, own or operate commercial fisheries operations in the Territory and Québec shall take all reasonable measures to encourage such operations.

28.13 Undertakings concerning research affecting Crees

28.13.1 Subject to the provisions which may apply from time to time, Canada and Québec will advise local Native authorities when undertaking field studies as part of research projects affecting the cultural and social life of the Native people and shall seek their advice as to the best way to carry out these field studies.

28.14 Friendship Centres

28.14.1 Québec and Canada shall continue to the extent possible funding and other assistance for facilities, programs, services and organizations such as Friendship Centres existing or which may exist from time to time outside Cree communities for the purpose of assisting Cree persons residing, working or temporarily in non-native communities or in transit.

28.15 Assistance to Cree local and regional governments and authorities

28.15.1 Canada shall, subject to departmental directives existing from time to time, provide Cree local governments and the Cree Regional Authority CORE with funding for the conduct of their internal administration and other funds to cover administrative costs of governmental programs delegated to the said governments and/or Authority.

JBNQA, par. 28.15.1
A. corr.

28.16 Roads to Cree communities

28.16.1 Negotiations will continue between Canada, Québec and the James Bay Crees to construct and maintain access roads to join the settlements of Eastmain, Paint Hills and Rupert House to the main Fort George - Matagami road.

JBNQA, subs. 28.16
A. corr.

28.17 Other Provisions

28.17.1 For the period from April 1st, 2002 to March 31st, 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).

JBNQA, par. 28.17.1

A. corr.

Compl. A. no. 14, s. 5

28.17.2 For the period from April 1st, 2002 to March 31st, 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.

Compl. A. no. 14, s. 5

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).

Compl. A. no. 14, s. 5

28.17.4 For each subsequent Financial Year between April 1st, 2005 and March 31st, 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 7th, 2002.

Compl. A. no. 14, s. 5

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.

Compl. A. no. 14, s. 5

JBNQA, subs. 28.17

Compl. A. no. 14, s. 5

28.18 Legislation

28.18.1 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.

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.