
la Convention du
Nord-Est québécois

The Northeastern
Quebec Agreement

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Canada

CONVENTION DU NORD-EST QUÉBÉCOIS

NORTHEASTERN QUÉBEC AGREEMENT



Affaires indiennes
et du Nord Canada

Indian and Northern
Affairs Canada

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CONVENTION DU NORD-EST QUÉBÉCOIS
NORTHEASTERN QUEBEC AGREEMENT

TABLE DES MATIÈRES

INDEX

<u>CHAPITRE</u>		<u>SECTION</u>
	Convention	
	Agreement	
1	Définitions	1
	Definitions	
2	Dispositions principales	2
	Principal Provisions	
3	Admissibilité	3
	Eligibility	
4	Descriptions territoriales	4
	Territorial Descriptions	
5	Régime des terres	5
	Land Regime	
6	Dispositions techniques	6
	Technical Aspects	
7	Administration locale dans les terres de la catégorie IA-N	7
	Local Government Over Category IA-N Lands	
8	Administration locale naskapi dans les terres de la catégorie IS-N	8
	Naskapi Local Authority Over Category IB-N Lands	
9	Dispositions transitoires	9
	Transitional Measures	
10	Services de santé et services sociaux	10
	Health and Social Services	
11	Education	11
	Education	
12	Administration de la justice	12
	Administration of Justice	
13	Police	13
	Police	
14	Environnement et développement futur	14
	Environment and Future Development	
15	Chasse, pêche et trappage	15
	Hunting, Fishing and Trapping	
16	Indemnisation et imposition	16
	Compensation and Taxation	

TABLE DES MATIÈRES (SUITE)
INDEX (CONTINUED)

17	Personnes morales naskapi Naskapi Legal Entities	17
18	Développement économique et social Social and Economic Development	18
19	Programme d'aide à la chasse, & la pêche et au trappage Program to Assist Hunting, Fishing and Trapping	19
20	Relogement Re location Signataires Signatories	20

CONVENTION DU NORD-EST QUÉBÉCOIS

NORTHEASTERN QUEBEC AGREEMENT

TEXTE DE LA CONVENTION

TEXT OF THE AGREEMENT

The MEMBERS OF THE NASKAPIS DE SCHEFFERVILLE BAND (also known as the Naskapi Indians of Schefferville (Québec), as well as the said Band represented by its chief, Joseph Guanish, and its councillors, Jimmish Pien, Jacob Mameamskum and John Shecanapish, acting on behalf of the said members, the said Band and the Naskapis of Québec,

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 QUE BEC (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 GRAND COUNCIL OF THE CREES (OF QUEBEC), 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 QUEBEC 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

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 provides for the organization, reorganization, good government and orderly development of the Territory;

WHEREAS the members of the Naskapis de Schefferville Band inhabit the northeastern portion of the Territory;

WHEREAS Québec wishes to fully satisfy all of its obligations with respect to the members of the Naskapis de Schefferville Band, and the said members have consented to the terms and conditions of an agreement of settlement with respect thereto;

WHEREAS la Société d'énergie de la Baie James, la Société de développement de la Baie James and la Commission hydroélectrique de Québec (Hydro-Québec) have an interest in, and have made commitments for, the orderly development of the Territory;

NOW THE PARTIES AGREE AS FOLLOWS:

NORTHEASTERN QUEBEC AGREEMENT

SECTION 1

DEFINITIONS

For the purposes of the present Agreement, unless otherwise expressly provided or indicated by the context of the present Agreement, the following words and phrases shall mean:

- 1.1 "Category I-N lands", the lands in the Territory comprising Category IA-N lands and Category IB-N lands;
- 1.2 "Category IA-N lands", the lands in the Territory determined, in conformity with section 20, to be such and the area of which is indicated in section 5;
- 1.3 "Category IB-N lands", the lands in the Territory granted for the Naskapis of Québec to a private landholding corporation and the ownership of which will vest outright in the said corporation, in accordance with the provisions of the present Agreement;
- 1.4 "Category II-N lands", the lands in the Territory contemplated for use by the Naskapis by paragraph 7.2.1 of the James Bay and Northern Québec Agreement, described in subsection 4.6, where the Naskapis of Québec will have the exclusive right of hunting, fishing and trapping and also the rights established in their favour under the Hunting, Fishing and Trapping Regime referred to in paragraph 15.2.1, and the other rights contemplated by the present Agreement, subject to the terms and conditions herein contained;
- 1.5 "Category III", land in the Territory other than:
 - the Category I, IA, IB, IB Special and Special Category I lands defined in Section 1 of the James Bay and Northern Québec Agreement,
 - the Category II lands defined in Section 1 of the James Bay and Northern Québec Agreement,
 - the Category I-N lands, comprising the Category IA-N lands and Category IB-N lands, respectively defined in subsections 1.1, 1.2 and 1.3, and
 - the Category II-N lands, contemplated for use by the Naskapis by paragraph 7.2.1 of the James Bay and Northern Québec Agreement and defined in subsection 1.4;

- 1.6 "community" or "Naskapi community", the collectivity of Naskapis for whom Category I-N lands have been allocated and in the case of Category IA-N lands, the Naskapi band as represented by its council and in the case of Category IB-N lands, the corporation contemplated by section 8, as the case may be;
- 1.7 "Naskapi band", the Naskapis de Schefferville band until the creation of the corporation contemplated by section 7, and thereafter the said corporation or its successor;
- 1.8 "Naskapi" or "Naskapi of Québec", a person eligible pursuant to paragraph 3.2.1, 3.2.2 or 3.2.3;
- 1.9 "Cree" or "James Say Cree", a person eligible pursuant to paragraphs 3.2.1, 3.2.2 and 3.2.3 of the James Bay and Northern Québec Agreement;
- 1.10 "Inuk" or "Inuit" in the plural, a person eligible pursuant to paragraphs 3.2.4, 3.2.5, 3.2.6 and Sub-Section 2.3 of the James Bay and Northern Québec Agreement;
- 1.11 "Native party", in the case of the Naskapis, the Naskapi band acting through its council until the establishment of the corporation to which Category IB-N lands will be granted and, thereafter, the said corporation or its successor. In the case of the Crees, pursuant to the provisions of the James Bay and Northern Québec Agreement, the Grand Council of the Crees (of Québec) or its successor until the coming into force of the legislation establishing the Cree Regional Authority and, thereafter, the Cree Regional Authority or its successor. In the case of the Inuit, pursuant to the provisions of the James Bay and Northern Québec Agreement, the Northern Québec Inuit Association or its successor until the coming into force of the legislation establishing la Société inuit de développement - The Inuit Development Corporation and, thereafter, the said corporation or its successor;
- 1.12 "Native people", the Naskapis, the Crees and the Inuit;
- 1.13 "Native person", a Naskapi, a Cree or an Inuk;
- 1.14 "non-Native", a person who is not a Native person;

- 1.15 "Minister", the minister of Québec or Canada responsible for a matter falling within the jurisdiction of the government of which he is a member;
- 1.15 "Territory", the entire area of land contemplated by the 1912 Québec boundaries extension acts (an Act respecting the extension of the Province of Québec by the annexation of Ungava, Qué. 2 Geo. V. c. 7 and the Québec Boundaries Extension Act, 1912, Can. 2 Geo. V. c. 45) and by the 1898 acts (an Act respecting the delimitation of the Northwestern, Northern and Northeastern boundaries of the Province of Québec, Qué. 61 Vict. c. 6 and an Act respecting the Northwestern, Northern and Northeastern boundaries of the Province of Québec, Can. 61 Vict. c. 2);
- 1.17 "James Bay and Northern Québec Agreement", the agreement entered into by the Grand Council of the Crees (of Québec), the Northern Québec Inuit Association, the Government of Québec, la Société d'énergie de la Baie James, la Société de développement de la Baie James, la Commission hydroélectrique de Québec (Hydro-Québec) and the Government of Canada, signed on November 11, 1975, and amended on December 12, 1975;
- 1.18 "Naskapi local authority", the Naskapi band acting through its council in the case of Category IA-N lands, and the corporation contemplated by section 3 in the case of Category IB-N lands;
- 1.19 "l'Assemblée nationale", the Legislature of Québec;
- 1.20 "Parliament", the Legislature of Canada.

NORTHEASTERN QUEBEC AGREEMENT

SECTION 2

PRINCIPAL PROVISIONS

- 2.1 In consideration of the rights and benefits herein set forth in favour of the Naskapis of Québec, the Naskapis of Québec 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. Surrender of rights
- 2.2 Québec and Canada, la Société d'énergie de la Baie James, la Société de développement de la Baie James and la Commission hydroélectrique de Québec (Hydro-Québec), to the extent of their respective obligations as set forth herein, hereby give, grant, recognize and provide to the Naskapis of Québec the rights, privileges and benefits specified herein, the whole in consideration of the said cession, release, surrender and conveyance mentioned in subsection 2.1. Canada hereby approves of and consents to the present Agreement and undertakes, to the extent of its obligations herein, to give, grant, recognize and provide to the Naskapis of Québec the rights, privileges and benefits herein. Benefits under the present Agreement
- 2.3 The Naskapis of Québec undertake not to institute any legal proceedings relating to the matters contemplated in the legal proceedings instituted under the numbers 05-04840-72 and 05-04841-72 of the records of the Superior Court of the District of Montréal. No legal proceedings
- 2.4 Canada and Québec shall, forthwith upon the approval of the present Agreement in accordance with subsection recommend to Parliament and to l'Assemblée nationale respectively, suitable legislation, or where authorized by legislation adopt suitable orders-in-council or regulations, to approve, to give effect to and to declare valid the present Agreement and to protect, safeguard and maintain the rights and obligations contained in the present Agreement. Canada and Québec undertake that the legislation which will be so recommended, or the orders-in-council or regulations Legislation

so adopted, will not impair the substance of the rights, undertakings and obligations provided for in the present Agreement.

The legislation of Québec approving, giving effect to and declaring valid the present Agreement shall provide for the means of setting aside Category I-N lands in accordance with the provisions of the present Agreement.

- 2.5 The present Agreement shall come into force on the date when:
- Coming into
force of the
present
Agreement
- a) the Order-in-Council of Canada and the legislation of Québec approving, giving effect to and declaring valid the present Agreement,
- and
- b) the Complementary Agreement No. 1 to the James Bay and Northern Québec Agreement signed on the same date as the present Agreement,
- are in force.

Nevertheless, from the date that the present Agreement comes into force, the rights and obligations resulting from sections 3 to 20 inclusive of the present Agreement are suspended until the termination of the "Transitional Period TM hereinafter provided for in paragraph 2.5.2.

- 2.5.1 Notwithstanding the foregoing provisions of the present subsection, during the "Transitional Period" the Transitional Measures provided for in section 9 and., when the context permits, in this section shall apply.
- 2.5.2 Subject to subsection 2.6, the "Transitional Period" is the period from the date of the approval of the present Agreement, in conformity with subsection 2.1.2, until the date, after the coming into force of the present Agreement, either when the Category IA-N lands are set aside for the exclusive use and

benefit of the Naskapi band pursuant to the provisions of the present Agreement or, in the case of relocation in accordance with the provisions of section 20, when the Naskapis of Québec have relocated, whichever is the later.

2.5.3 During the Transitional Period, Canada and Québec shall, to the extent of their respective obligations, take the measures necessary to put into force, with effect from the date of approval of the present Agreement or as herein otherwise provided, the Transitional Measures specified in the present Agreement.

2.5.4 At the termination of the Transitional Period, the Transitional Measures shall be replaced by all the other provisions of the present Agreement. All acts done by the parties in virtue of the said Transitional Measures shall then be deemed to have been ratified by all the parties hereto.

2.6 In the event that the present Agreement does not come into force, as provided in subsection 2.5, within two (2) years from the date of the approval of the present Agreement, the Transitional Period and the Transitional Measures shall lapse. In such event all compensation, paid pursuant to subsection 16.1 by Québec or Canada, to or for the benefit of the Naskapis of Québec, but not the interest earned thereon to the date of such lapse, shall be repaid to, revert to or remain with, as the case may be, the said governments.

Lapse of
Transitional
Period and
of Transi-
tional
Measures

2.7 In the event that the legislative measures referred to in subsection 2.4 do not come into force within two (2) years from the date of the approval of the present Agreement, the parties are released from any and all obligations resulting from the present Agreement. In such event, notwithstanding the Transitional Measures referred to in the present Agreement, nothing in the present Agreement shall be construed as imposing any obligation upon the parties to continue any or all of the Transitional Measures or any other obligation or undertaking referred to elsewhere in the present Agreement.

Present
agreement
not coming
into force

Nevertheless, Québec and Canada, to the extent of their respective undertakings, agree to assume and implement the said Transitional Measures, and the Naskapis of Québec have accepted same on the basis that said legislative measures shall be adopted to put the present Agreement into force and effect.

- 2.8 The parties hereto recognize and declare that all lands other than Category IA-N lands and other than the lands defined in Sub-Section 1.2 of the James Bay and Northern Québec Agreement are and shall remain under the exclusive legislative jurisdiction of Québec.

Québec juris-
diction in
lands

In the event that a final judgment of a competent court of last resort declares that the whole or any part of Category II-N lands and of Category III lands fall under the legislative jurisdiction of Canada, because of rights granted to the Naskapis of Québec with respect to all or any such lands or because such lands are held to be lands reserved for Indians, then any rights given to the Naskapis of Québec with respect to such lands shall cease to exist for all legal purposes.

Québec and Canada undertake as of the date of the said judgment, both one to the other, as well as individually and collectively, in favour of the Naskapis of Québec to do all things necessary and to introduce such legislative or other measures needed to enable Québec and/or Canada, in their respective jurisdictions, to grant anew the same rights that ceased to exist but with Québec's jurisdiction in the said lands.

Nonetheless, in order to avoid hardship to the Naskapis of Québec and notwithstanding the above, the effect of the preceding provisions with respect to the termination of the rights of the Naskapis of Québec shall be suspended for a period of two (2) years following the date of the judgment.

During such period of suspension, Québec and Canada undertake that they will not do anything or permit anything to be done which would prevent the granting or restoration to the Naskapis of Québec of any rights so nullified.

At the expiration of the period of suspension of two (2) years mentioned above, should no measures have been taken which would make possible, under the jurisdiction of Québec, the restoration of rights to the Naskapis of Québec, Canada and Québec shall continue to endeavour to take the measures necessary which will make possible the restoration under the jurisdiction of Québec of the said rights over Category II-N lands and Category III lands.

Should any Category IB-N lands be held by a final judgment of a competent court of last resort to fall under the legislative jurisdiction of Canada, none of the rights of the Naskapis of Québec in regard to such lands shall be affected. However, Canada and Québec undertake to diligently do all things necessary and to introduce such legislative or other measures required so that such lands and rights of the Naskapis of Québec related to such lands fall under the legislative jurisdiction of Québec.

The termination of any rights in virtue of this subsection and the circumstances described herein shall not be deemed to be nor be construed as nullifying in any manner whatsoever any other rights or provisions of the present Agreement.

- 2.9 Nothing contained in the present Agreement shall prejudice the rights of the Naskapis of Québec as Canadian citizens of Québec, and they shall continue to be entitled to all of the rights and benefits of all other citizens as well as those resulting from the Indian Act (as applicable) and from any other legislation applicable to them from time to time.

Citizens'
rights

- 2.10 The programs and funding of Canada and Québec, and the obligations of the governments of Canada and Québec, shall continue to apply to the Naskapis of Québec on the same basis as to the other Indians of Canada in the case of Canada's programs, and of Québec in the case of Québec's programs, subject to the criteria established from time to time for

Programs of
Canada and
Québec

the application at such programs. It is acknowledged by the parties hereto that the programs and funding for the Crocs or Inuit, or both, established by or pursuant to the James Bay and Northern Quebec Agreement do not apply to the Naskapis of Québec, it being acknowledged that the programs and funding established by or pursuant to the present Agreement apply only to the Naskapis.

- 2.11 The rights of the Crown in right of Canada in respect to federal properties and installations in the Territory and the rights of the Crown in right of Québec in respect to Québec's properties and installations in the Territory, which are now or hereafter owned by the Crown or used for the purposes of the government of Canada or Québec, as the case may be, shall not be affected by the present Agreement, except as otherwise specifically provided for herein.
- Canada, Québec and Private interests
- Subject to the provisions of the present Agreement the rights of persons not parties hereto shall not be affected.
- 2.12 The present Agreement may be amended or modified from time to time, in the manner provided herein, or in the absence of such provision, with the consent of all the parties. Whenever for the purpose of, or pursuant to, the present Agreement, unless otherwise expressly specified, consent is required in order to amend or modify any of the terms and conditions of the present Agreement, such consent may be given on behalf of the Native people by the interested Native parties.
- Amendment
- 2.13 The present Agreement shall be subject to the approval of the Naskapi Native party on behalf of the Naskapis of Québec in a manner satisfactory to Canada within a delay not exceeding sixty (60) days from the date of the execution of the present Agreement. Within thirty (30) days of the reception of the resolution of the Naskapi Native party approving the present Agreement, the Minister of Indian Affairs and Northern Development shall forward to each of the parties Canada's acceptance of this approval and copies of the approval documents. The Transitional Measures provided for in the present Agreement shall take effect from the time of such approval, or, when specifically provided, retroactive to the date of the execution of the present Agreement.
- Approval

- 2.14 Canada and Québec shall recommend or adopt, as the case may be, the legislative measures necessary to put the present Agreement into effect, subject to the terms of the present Agreement and to the legislative jurisdiction of Parliament and l'Assemblée nationale. Jurisdiction
- 2.15 The parties to the James Bay and Northern Québec Agreement have amended the James Bay and Northern Québec Agreement as set forth in schedules 1, 2,3 and 4 of the present section which are annexed for identification purposes only, and the Naskapis of Québec hereby accept the stipulations for their benefit contained in the amendments to Sections 23 and 24 of the James Bay and Northern Québec Agreement. Acceptance of Stipulations for the Benefit of the Naskapis
- The parties hereto agree that the entire agreement with the Naskapis of Québec and all the rights and obligations of the Naskapis of Québec resulting therefrom are contained in the present Agreement and in the provisions of the said amendments to the James Bay and Northern Québec Agreement. Québec and Canada shall take the necessary measures in order to table in l'Assemblée nationale and lay before Parliament respectively the proclamation and Order-in-Council required to approve, give effect to and declare valid the aforementioned amendments to the James Bay and Northern Québec Agreement.
- 2.16 The parties hereto agree that the present Agreement Not deemed shall not, and shall not be deemed to, amend either to amend expressly or by implication the James Bay and Northern Québec Agreement amended as set forth in the provisions of the schedules mentioned in subsection 2.15. The parties further agree that the present Agreement shall not affect the rights, privileges, benefits and obligations of the Crees and the Inuit under the James Bay and Northern Québec Agreement as so amended.

- 2.17 From the date of the approval of the present Agreement, whenever notice is required to be given in accordance with any provision hereof to the Crees, the Inuit or the Naskapis of Québec, such notice shall be given to the interested Native party unless otherwise provided. Notice
- 2.18 From the date of the approval of the present Agreement, whenever any provision hereof requires that consent or approval be given for any matter and the body designated to give such consent or approval on behalf of the Naskapis of Québec has not been established or created, the Naskapi Native party shall, until the establishment or creation of the designated body, be entitled to give such consent or approval in the place and stead of such designated body. Consent
- 2.19 The other provisions of the present Agreement are set forth in the sections attached hereto dealing with various subject matters, which sections form part of the present Agreement. Other Provisions

SECTION 2 - SCHEDULE 1AMENDMENTS TO SECTION 1 OF THE JAMES BAY
AND NORTHERN QUÉBEC AGREEMENT

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, ID 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.

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

1.17 "James Bay and Northern Québec Agreement": the present Agreement.

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,

SECTION 2 - SCHEDULE 2

AMENDMENT TO SECTION 22 OF THE JAMES BAY
AND NORTHERN QUEBEC AGREEMENT

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.

SECTION 2 - SCHEDULE 3AMENDMENTS TO SECTION 23 OF THE JAMES BAY
AND NORTHERN QUEBEC AGREEMENT

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.
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.
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 herein above 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) day 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 ID-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.

SECTION 2 - SCHEDULE 4AMENDMENTS TO SECTION 24 OF THE JAMES BAY
AND NORTHERN QUEBEC AGREEMENT

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.

2. Sub-Section 24.1 of Section 24 of the James Say 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 ID-N lands will be granted pursuant to section 5 of the Northeastern Québec Agreement and, thereafter, the said corporation or its successor.

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.

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.

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 II-N lands and in Category III lands.

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.

- 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.

- 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.

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.

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.

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.

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.

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.
14. Paragraph 24.6.2 of Section 24 of the James Day 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.
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.
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.

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.

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.

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.

20. Paragraph 24.3.8 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.

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 50th 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.

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.

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.

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.

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 the requirements for such implementation.

16. 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 Quebec 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 XI-N lands shall be issued or granted without the consent of the interested Cree local government or the interested Inuit authority or the Naskapi Native party.

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 55th 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 55th parallel; and
- b) the area of the Mistassini traplines located north of the 55th parallel of latitude as shown on a map annexed hereto as Schedule 1; and
- c) the Category I lands north of the 55th parallel of latitude allocated to the Crees of Great Whale River.

24.13.3 The Inuit area of primary interest shall be:

- a) that portion of the Territory lying to the north of the 55th parallel of latitude with the exception of those areas north of the 55th 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 55th parallel of latitude allocated to the Inuit of Fort George, the Category II lands north of the 55th 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 55th parallel of latitude as shown on a map annexed hereto as Schedule 1.
- 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 55th 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 55th 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 55th 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;
- 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 55th 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 55th 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.
- 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 S 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 subparagraph 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-paragraphs 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), ii, 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.
- 24.13.73
- a) That part of the Territory delimited on the map annexed as Schedule 6 to this Section situated east of the 70th meridian of longitude, south of the 58th parallel of latitude and north of the 55th 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 55th parallel of latitude and east of the 70th 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 travelling 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 specie 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 Coordination 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 24.13.75 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 24.13.73 a) which is within the Naskapi area of primary interest, subject to sub-paragraph 24.11.73 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, 24.13.3 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 subparagraph 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.

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.

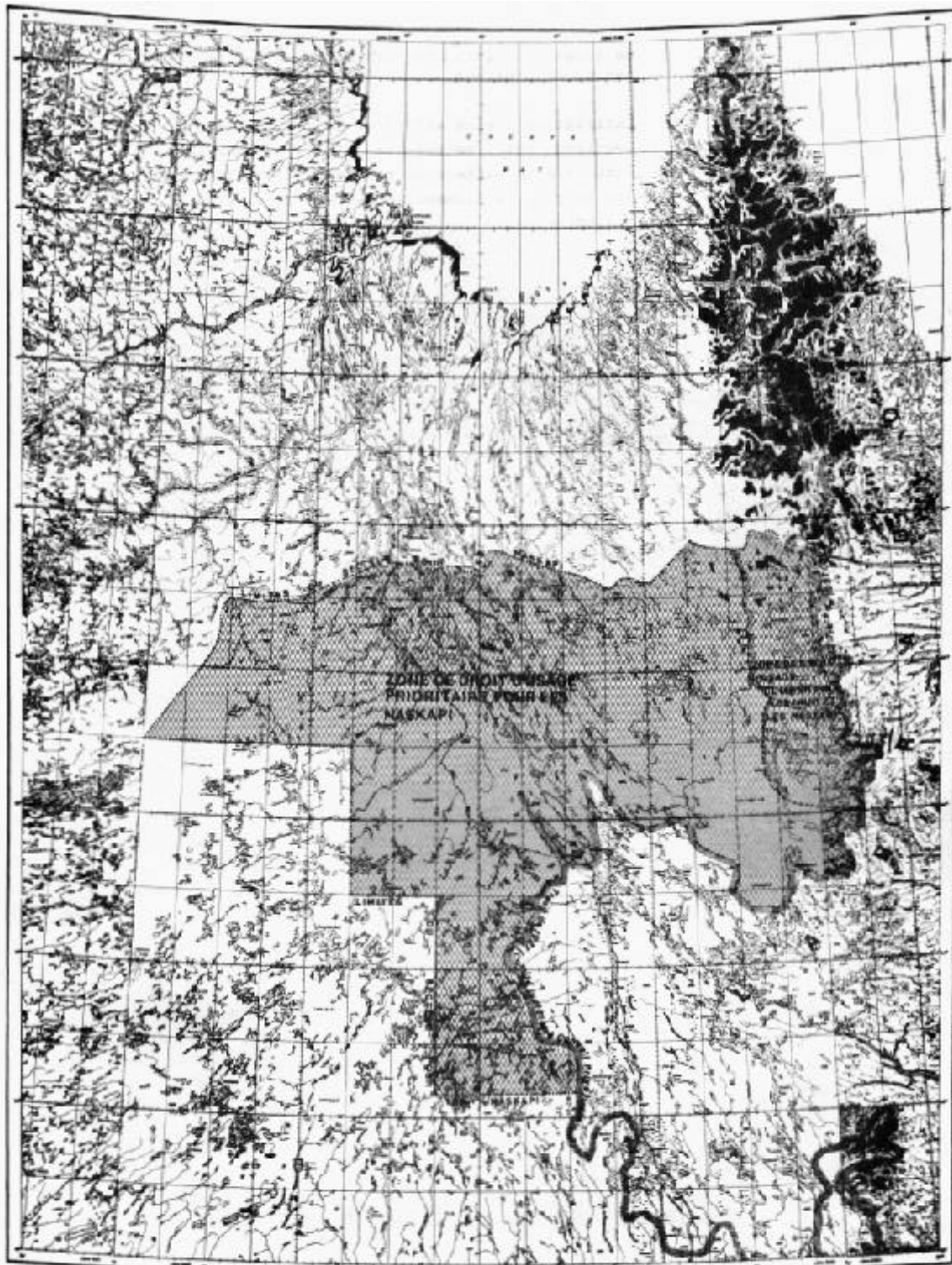
Nevertheless, none of the following Sub-Sections, paragraphs and sub-paragraphs 24.1.31, 24.1.32, 24.1.33, 24.1.34, 24.6.2 e), 24.7, 24.8.1, 24.8.6, 24.8.8, 24.9.3, 24.9.4, 24.9.6, 24.9.7, 24.13.1, 24.13.3A, 24.13.4A, 24.13.5 b), 24.13.5 o), 24.13.7A, 24.13.73, 24.13.7C, 24.13.7D, 24.13.8, 24.13.9 a) 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.

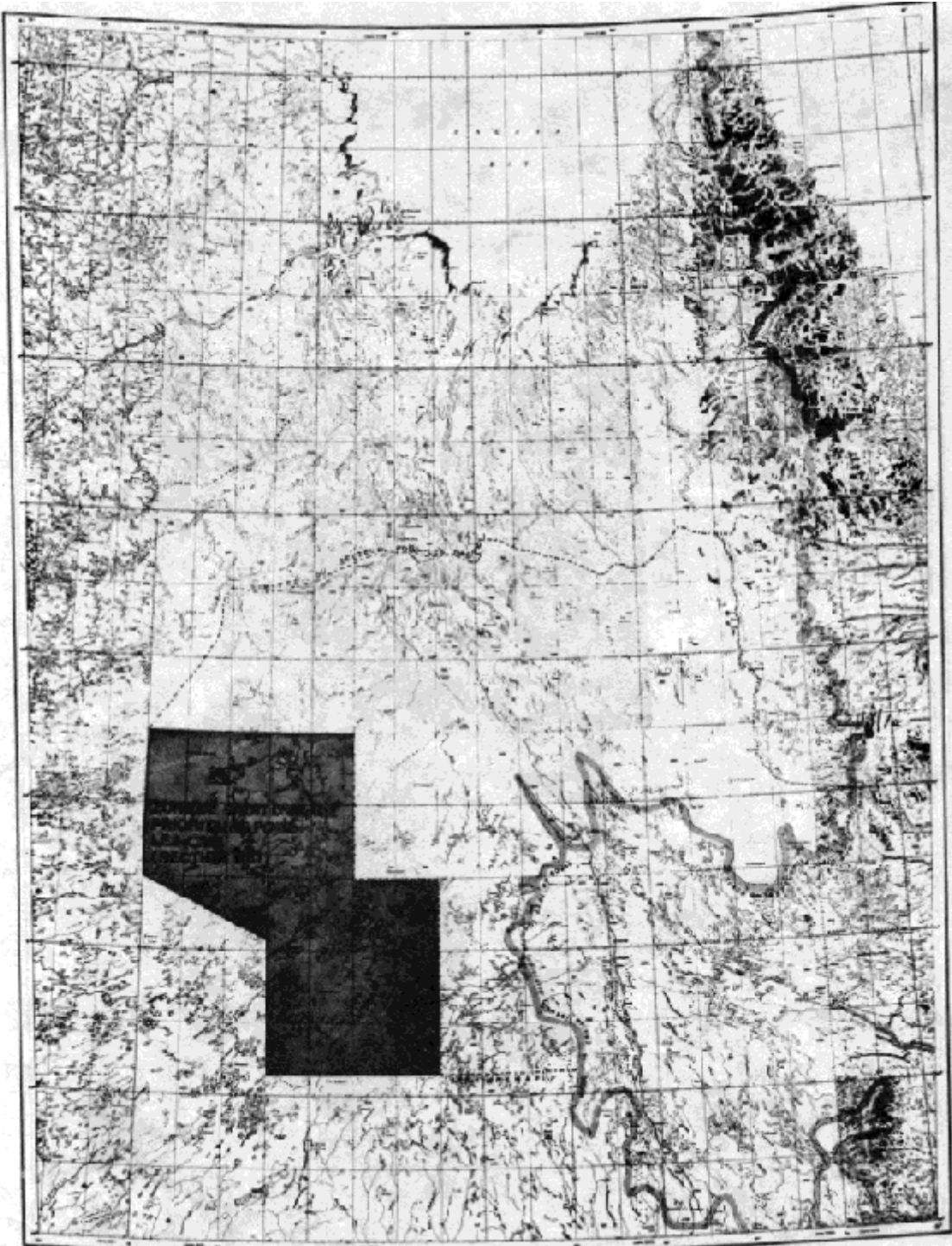
SECTEUR POUR LES NASKAPI

SCHEDULE 4



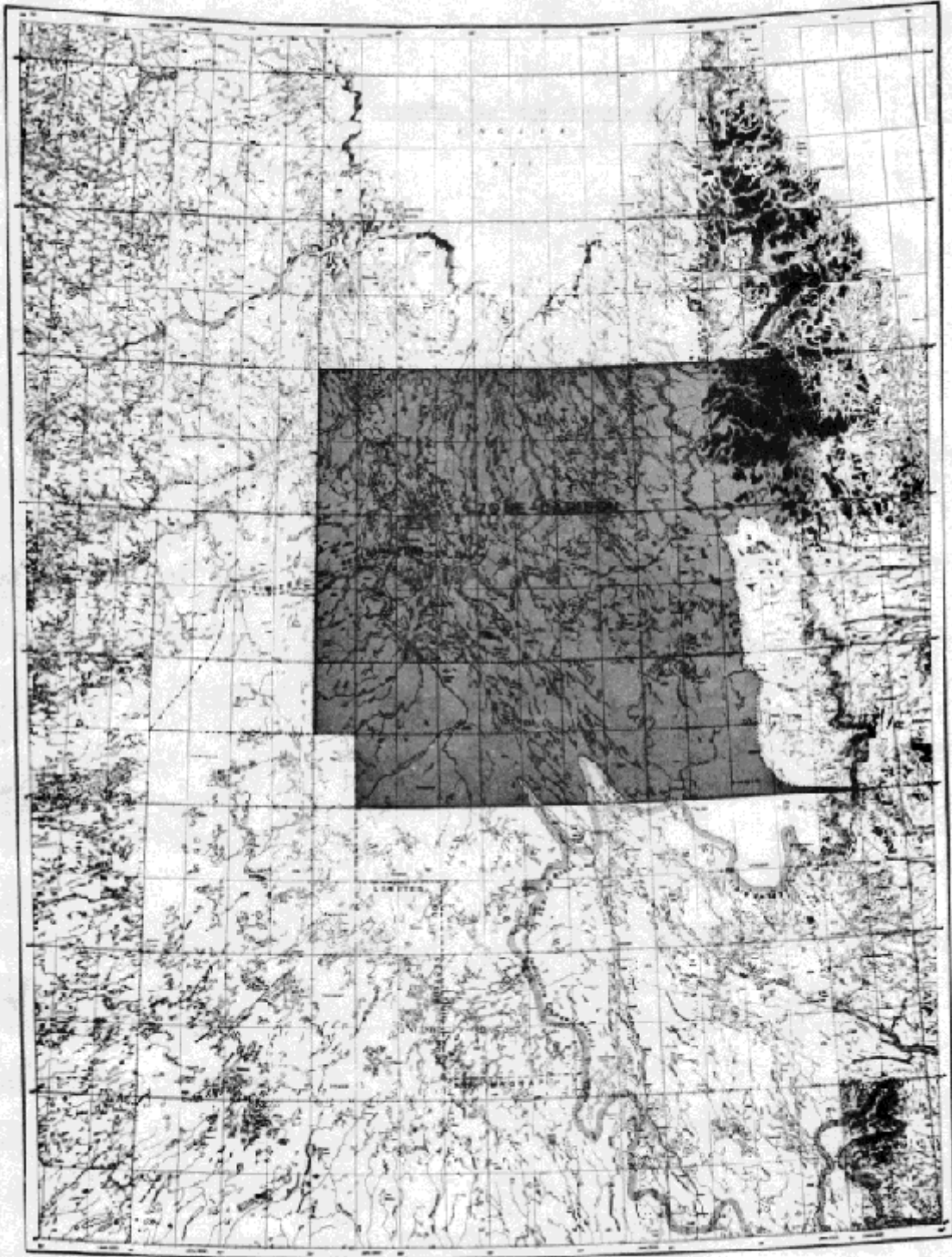
MINISTÈRE DU TOURISME, DE LA CHASSE ET DE LA PÊCHE





MINISTÈRE DU TOURISME, DE LA CHASSE ET DE LA PÊCHE





MINISTÈRE DU TOURISME DE LA CHASSE ET DE LA PÊCHE



NORTHEASTERN QUEBEC AGREEMENT

SECTION 3

ELIGIBILITY

3.1 DEFINITIONS

For the purposes of this section, the following words and phrases shall be defined as follows:

- 3.1.1 "Naskapi community" is a group consisting of all members of the Naskapi band, within the meaning of the Indian Act, in the Territory, as well as all other persons who are entitled to be enrolled as beneficiaries under the present section who are recognized by said band as belonging to said group;
- 3.1.2 "Indian Act" is an Act respecting Indians, 1970, R.S.C., c. 1-6 as amended;
- 3.1.3 "minor" is an unmarried male or female person who has not yet attained the age of eighteen (18);
- 3.1.4 "recognition by the community" includes a resolution approved by a majority of the members of the council of the Naskapi band;
- 3.1.5 "adoption" is the adoption of a child who has not reached the age of majority at the time of the adoption, which adoption was effected pursuant to the laws relating to adoption in any of the provinces of Canada or pursuant to the customs of the Naskapis in the Territory;
- 3.1.6 "Secretary General" is the secretary general of the Registre de la Population du Québec;
- 3.1.7 "Québec Native Appeal Board" is the board established pursuant to paragraph 3.4.5 of the James Bay and Northern Québec Agreement.

3.2 ELIGIBILITY

- 3.2.1 A person shall be entitled to be enrolled as a beneficiary under the present Agreement and be entitled to benefit therefrom if on June 30, 1977, he or she was:
 - 3.2.1.1 under the Indian Act, a member or a person entitled to be a member of the Naskapi band; or
 - 3.2.1.2 a person of Naskapi ancestry ordinarily resident in the Territory; or
 - 3.2.1.3 a person of Naskapi or Indian ancestry who is recognized by the Naskapi community as having been on such

date a member thereof; or

- 3.2.1.4 the child, including the adopted child, of a person mentioned in subparagraph 3.2.1.1, 3.2.1.2 or 3.2.1.3.
- 3.2.2 On or after July 1, 1977, a person is entitled to be enrolled as a beneficiary under the present Agreement and entitled to benefit therefrom as a member of the Naskapi community if he or she is:
- 3.2.2.1 a person who is a legitimate or illegitimate descendant in the male or female line of a person entitled to be enrolled pursuant to paragraph 3.2.1 or 3.2.3;
- 3.2.2.2 the adopted child of a person described in paragraph 3.2.1 or subparagraph 3.2.2.1 provided such child is a minor at the time of the adoption.
- 3.2.3 After six (6) months following the posting of the official list referred to in subparagraph 3.3.6.2, the council of the Naskapi band may, from time to time, at its discretion, direct the Secretary General to enroll as a beneficiary under the present Agreement and as a person entitled to benefit therefrom, a person who is of Naskapi ancestry provided such person:
- 3.2.3.1 was born in the Territory; or
- 3.2.3.2 is ordinarily resident in the Territory; and
- 3.2.3.3 he or she would have been entitled to be enrolled with his or her descendants pursuant to paragraph 3.2.1 or
- 3.2.2 but through inadvertence or for any other reason, was omitted from the official list of beneficiaries prepared in accordance with paragraph 3.3.6.

The provisions of this paragraph shall not prevent any person omitted from the official list of beneficiaries prepared in accordance with paragraph 3.3.6 from exercising his right to appeal pursuant to subsection 3.4.

- 3.2.4 In the event a person mentioned in paragraphs 3.2.1 to 3.2.3 inclusive is absent from the Territory during ten (10) continuous years and is domiciled outside the Territory, such person shall not be entitled to exercise his rights or to receive benefits under the present Agreement. Upon such person re-establishing his domicile in the Territory, the exercise of such person's rights and the entitlement to receive such benefits under the present Agreement shall revive subject to those

restrictions specified in subsection 20.28 that may be applicable.

3.2.5 Notwithstanding any other provision in this section, a person shall not be enrolled on both the Naskapi list and on one of the other lists established pursuant to the James Bay and Northern Québec Agreement. Furthermore, a person entitled to be enrolled on more than one List established pursuant to the James Bay and Northern Québec Agreement and the present Agreement shall, after being requested to do so by the Secretary General, notify the Secretary General as to the list on which he or she wishes to be enrolled, and failing to do so, the Secretary General shall decide the list on which that person shall be enrolled. If a person already enrolled on one of the lists established pursuant to the James Bay and Northern Québec Agreement is informed by the Secretary General that he is entitled to change his enrollment to the Naskapi list, and such person fails to indicate that he wishes such a change to be effected, such person shall remain on the list on which he is already enrolled.

3.3 ENROLLMENT

3.3.1 Within one (1) month of the approval of the present Agreement, the Naskapi community shall establish a Local Enrollment Committee composed of three (3) resident members nominated by the council of the Naskapi band and appointed by the Enrollment Commission. The Local Enrollment Committee shall cease to exist simultaneously with the cessation of the Enrollment Commission pursuant to paragraph 3.3.10. Notwithstanding the foregoing, if the said local committee is not formed within one (1) month after the said approval, the Enrollment Commission shall then exercise all the duties and functions of the Local Enrollment Committee and proceed with the enrollment.

3.3.2 The Local Enrollment Committee shall have the following duties and functions:

3.3.2.1 to publicize and provide information in respect of the enrollment process to members of the Naskapi community;

3.3.2.2 to supply application forms to any person wishing to apply for enrollment;

3.3.2.3 to receive completed applications for enrollment;

3.3.2.4 to prepare a list of all persons who in its opinion are entitled to be enrolled in accordance with the criteria set out in paragraphs 3.2.1 to 3.2.5 inclusive;

- 3.3.2.5 to certify and to forward the list to the Enrollment Commission on or before the date fixed by the latter;
- 3.3.2.6 to prepare a list of the names of all applicants who have been refused enrollment and forward that list together with all relevant information and documentation to the Enrollment Commission;
- 3.3.2.7 to furnish within the delays fixed by the Enrollment Commission the information, and to effect the specific tasks, requested by the Enrollment Commission.
- 3.3.3 Within one (1) month of the approval of the present Agreement, an Enrollment Commission shall be established comprised of:
- 3.3.3.1 a person appointed by the council of the Naskapi band;
- 3.3.3.2 a person appointed by Québec;
- 3.3.3.3 a person appointed by Canada.
- The Enrollment Commission shall be formed and shall assume its powers, duties and functions, even if one of the parties should delay the naming of its representative.
- 3.3.4 A chairman shall be elected by the members of the Enrollment Commission from among themselves.
- 3.3.5 A majority of the members constitutes a quorum of the Enrollment Commission.
- 3.3.6 Among its powers, duties and functions, the Enrollment Commission:
- 3.3.6.1 shall be responsible for the preparation of the official list of persons entitled to be enrolled in accordance with the criteria set out in paragraphs 3.2.1 and 3.2.2;
- 3.3.6.2 shall publish, within twelve (12) months of the approval of the present Agreement, the official list and shall forward a copy thereof to the council of the Naskapi band and shall cause a copy thereof to be posted in a place in the community where notices are ordinarily displayed.
- 3.3.7 The Enrollment Commission shall have the following powers:

- 3.3.7.1 to determine the places and dates of such meetings as it deems necessary;
 - 3.3.7.2 to fix the date for receiving the list referred to in subparagraph 3.3.2.4;
 - 3.3.7.3 to establish its own procedures and standards of evidence;
 - 3.3.7.4 to commit, in accordance with the provisions of la Loi de l'administration financière du Québec (L.Q. 1970, c. 17), the expenditure of such funds as are allocated to it for the purpose of carrying out its duties and functions.
- 3.3.8 The Enrollment Commission shall have the following duties and functions:
- 3.3.8.1 to assist the Local Enrollment Committee in carrying out its duties and functions;
 - 3.3.8.2 to prepare and provide such information and forms as may be necessary to enable the Local Enrollment Committee to conduct the enrollment;
 - 3.3.8.3 to refer to the Local Enrollment Committee those applications for enrollment which are submitted directly to the Enrollment Commission by individual applicants;
 - 3.3.8.4 to review the list of names submitted by the Local Enrollment Committee pursuant to subparagraphs 3.3.2.4, 3.3.2.5 and 3.3.2.6 and add thereto or delete therefrom the names of persons who may or may not be entitled to be enrolled in accordance with the criteria set out in subsection 3.2;
 - 3.3.8.5 to prepare, certify, publish and advertise the official list;
 - 3.3.8.6 to notify the Local Enrollment Committee of the names of all persons who have been added to or deleted from the list prepared by the Local Enrollment Committee;
 - 3.3.8.7 to notify each applicant whose name has not been put on the official list and to notify each person whose name has been added to or deleted from the list submitted by the Local Enrollment Committee and to inform that applicant or person of the reason for

the Enrollment Commission's decision and of his or her right to appeal.

3.3.9 Where it appears to the Enrollment Commission that the Local Enrollment Committee is not able to carry out by the date fixed by the Enrollment Commission, or that it is failing to carry out, the duties and functions provided by paragraph 3.3.2, the Enrollment Commission may carry out any or all of the duties and functions of the Local Enrollment Committee.

3.3.10 Within one (1) month of the publication and posting of the official list or of the notifications mentioned in subparagraph 3.3.8.7, whichever is the later, the Enrollment Commission shall deposit with the Secretary General and the Minister of Indian Affairs and Northern Development a copy of the official list, and shall deposit with the Secretary General all its official records and documents. The Enrollment Commission shall thereafter cease to exist.

3.4 APPEALS

3.4.1 Within six (6) months of the posting in accordance with subparagraph 3.3.6.2 of the official list of beneficiaries, an appeal shall lie to the Québec Native Appeal Board in respect to the omission, inclusion or exclusion or deletion of the name of a person to or from such list.

3.4.2 Within six (6) months of the notification by the Secretary General that the name of a person has been added to or deleted from the Naskapi Register by the Secretary General or within six (6) months of the notification by the Secretary General of his refusal to include the name of a person on the Naskapi Register, an appeal shall lie to the Québec Native Appeal Board in respect thereto.

3.4.3 Only one (1) appeal may be made to the Québec Native Appeal Board pursuant to paragraph 3.4.1 or 3.4.2.

3.4.4 The following persons may appeal to the Québec Native Appeal Board pursuant to paragraph 3.4.1 or 3.4.2:

3.4.4.1 a person whose name was omitted from, included in, excluded or deleted from the list;

3.4.4.2 a person whose name was added to or deleted from the Naskapi Register;

- 3.4.4.3 a person whose application was refused by the Secretary General;
- 3.4.4.4 the council of the Naskapi band until the establishment of the Naskapi local authority pursuant to the provisions of section 8 and thereafter the Naskapi local authority or its successor.
- 3.4.5 The Minister of Indian Affairs and Northern Development shall be notified by the Secretary General of all appeals under this subsection and shall have the right to intervene on his own behalf or, at the request of the appellant, on the appellant's behalf, in any such appeal presented to the Québec Native Appeal Board.

3.5 REGISTRATION OF BENEFICIARIES

- 3.5.1 Québec shall maintain a Naskapi Register in which shall be recorded the names of the persons entitled to be enrolled in accordance with this section.
- 3.5.2 This Naskapi Register shall indicate the date on which each name is added thereto or deleted therefrom.
- 3.5.3 The Secretary General may at any time add to or delete from the Naskapi Register the name of any person who, in accordance with the provisions of this section, is entitled or not entitled to have his name included in such register.

3.6 LOCAL REGISTRY OFFICER

- 3.6.1 A qualified member of the Naskapi community shall be appointed as the local registry officer by the responsible Minister of Québec.
- 3.6.2 The local registry officer shall keep and maintain the Naskapi community list and he shall forthwith notify the Secretary General of all changes in the Naskapi community list necessitating changes in the Naskapi Register.
- 3.6.3 The local registry officer may, in addition, be appointed for the registration of acts of civil status and vital statistics in accordance with the appropriate Québec laws.

3.7 COSTS

- 3.7.1 Canada and Québec shall each pay half of the total amount

of expenses incurred for the initial enrollment. The total budget of the Enrollment Commission for such purposes shall be twenty thousand dollars (\$20,000).

3.8 AMENDMENT

- 3.8.1 This section may be amended only with the consent of Québec, Canada and the Naskapi Native party, with the exception of paragraph 3.2.5 which in addition shall require the consent of the Cree Native party and the Inuit Native party.