

# NORTHEASTERN QUEBEC AGREEMENT

## SECTION 4

### PRELIMINARY TERRITORIAL DESCRIPTIONS

## 4-1 INTRODUCTION

- 4.1.1 The English system of measures with the International System equivalents are used to indicate distances and areas in the following descriptions.
- 4.1.2 The distances and the areas delimited by the territorial descriptions are approximate.
- 4.1.3 It is agreed that the territorial descriptions of the proposed blocks (blocs projetés) are preliminary. The block which will be determined to be Category IA-N lands, in accordance with section 20, and the lands determined to be Category IB-N lands, in accordance with paragraph 5.1.3, will be defined precisely within a period of five (5) years from the date of approval of the present Agreement by a written and cartographic description based upon technical surveys on the ground and upon cartography at a scale of 1:50,000, or larger at the discretion of Québec.
- 4.1.4 The preliminary territorial descriptions of the proposed blocks and the technical description of Category II-N lands set forth in this section describe only the perimeters and do not take into account any enclaves of Category III lands which exist within Category II-N lands and which may exist within the proposed blocks. Unless otherwise provided in the following preliminary territorial descriptions and technical description, when fifty percent (50%) or more of the area of a lake falls within the area described the lake is considered as part of the proposed block or part of Category II-N lands, as the case may be, and its area is included in the calculation of the area of these lands.
- 4.1.5 The preliminary territorial descriptions of the proposed blocks and the technical description of Category II-N lands are accepted by all the parties to the present Agreement. However, the parties accept that these preliminary territorial descriptions may be modified subsequently, with the mutual consent of the interested parties, to take into account such modifications as may be agreed to by the interested parties, and to ensure

that the modified descriptions of the proposed blocks correspond to the areas foreseen while generally respecting the locations foreseen.

- 4.1.6 Such modifications shall take into account the precision of existing cartographic and survey techniques.
- 4.1.7 The revised territorial description for lands that will become Category IA-N lands and the revised territorial description for lands that will become Category IB-N lands must be agreed upon prior to the commencement of ground surveys.
- 4.1.8 Waterbodies, and islands within such waterbodies, which fall within the lands included in the proposed blocks, form part of the proposed blocks.

#### 4.2 CHAMPLAIN (PROPOSED BLOCK)

- 4.2.1 Preliminary territorial description of a proposed block of land situated within the limits of the Municipality of the City of Schefferville, part of which borders the northeast shore of Pearce Lake. This proposed block of land may be more fully described as follows:
- 4.2.2 "commencing at the point of intersection of the western corner of the mobile home park and the southeast Limit of Block 16; in a direction due north 30/52' west for a distance of approximately one thousand one hundred and seventy five feet (1,175 ft or 358.1 m); in a direction due south 76/27'\* west for a distance of approximately one thousand feet (1,000 ft or 304.8 m) up to the line of the high-water mark of the northeast side of the northwest portion of Pearce Lake; in a general direction northwest, west, southwest, south and northeast following the said line of the high-water mark of Pearce Lake up to a point "A" which is the intersection of the line of the high-water mark of the north shore of the eastern portion of Pearce Lake with the southeast limit of Block 16; in a direction due north 56/49' east following the southeast limit of Block 16 for a distance of approximately one thousand eight hundred feet (1,800 ft or 548.6 m ) up to the point of commencement".
- 4.2.3 This proposed block of land contains an area of seventy- eight point sixty-six acres (78.66 acres or 31.83 ha)

preliminarily delimited on the map attached as schedule 1 to the present section. Within this proposed block, an area designated in the present Agreement as Block Pearce as defined in paragraph 20.1.2, containing thirty-nine point thirty-three acres (39.33 acres or 15.915 ha), is susceptible in accordance with the provisions of section 20 of being determined as Category IA-N lands.

#### 4.3 CARTIER (PROPOSED BLOCK)

- 4.3.1 Preliminary territorial description of a proposed block of land situated within the limits of the Municipality of the City of Schefferville, part of which borders the north shore of John Lake. This proposed block of land, which includes Blocks 94 and 44, may be more fully described as follows:
- 4.3.2 "commencing at the point of intersection of the prolongation toward the southeast of the northeast limit of Block 51 and the line of the high-water mark of John Lake; in a general direction northwest, north and east following the line of the high-water mark of John Lake up to the point of intersection with the eastern limit of the Municipality of the City of Schefferville; in a direction due north, that is, following the eastern limit of the Municipality of the City of Schefferville for a distance of approximately one thousand three hundred and fifty feet (1,350 ft or 411.5 m); in a direction due north 45/00' west for a distance of approximately two thousand one hundred and twenty feet (2,120 ft or 646.2 m) up to the right of way of the road leading to the former Hanas Lake airport; in a general direction southwest, west and southwest following the aforementioned right of way of the road up to the point of intersection with the northeast limit of Block 51; in a direction due south 45/00' east, following the northeast limit of Block 51 and its prolongation for a distance of approximately one thousand feet (1,000 ft or 304.8 m) up to the point of commencement".
- 4.3.3 This proposed block of land, designated in the present Agreement as Block Cartier as defined in paragraph 20.1.3, contains an area of one hundred and fifty acres (150 acres or 60.7 ha) as preliminarily

delimited on the map attached as schedule 2 to this section.

#### 4.4 MATEMACE (PROPOSED BLOCK)

4.4.1 Preliminary territorial description of a proposed block of land situated about two (2) miles north of the limits of the Municipality of the City of Schefferville. This proposed block of land, which includes, among others, Matemace Lake and Peter Lake, may be more fully described as follows:

4.4.2 "commencing at the point of the intersection of the high-water mark of the southwest shore of Matemace Lake and of meridian 66°52'40" west; in a general direction northwest, north and east following the said line of the high-water mark up to meridian 66°52'40" west; in a direction due north for a distance of approximately four thousand nine hundred feet (4,900 ft or 1,493.5 m) ; in a direction due north 60°00' east for a distance of approximately three thousand nine hundred feet (3,900 ft or 1,188.7 m); in a direction due south 48°00' east for a distance of approximately thirty seven thousand six hundred feet (37,600 ft or 11,460.5 m) up to meridian 66°43'40" west, the said northeast limit including entirely the lake which it cuts across and of which the geocentric coordinates are approximately 54°54'35" north and 66°47'15" west; in a direction due south for a distance of approximately thirteen thousand one hundred feet (13,100 ft or 3,992.9 m) up to parallel of latitude 54°50'50" north, the said eastern limit including entirely the lake which it cuts across and of which the geocentric coordinates are approximately 54°52'30" north and 66°44'10" west; in a direction due west for a distance of approximately four thousand seven hundred feet (4,700 ft or 1,432.6 m) up to meridian 66°45' west; in a direction due north for a distance of approximately one thousand three hundred feet (1,300 ft or 396.2 m) ; in a direction due north 45°00' west for a distance of approximately thirty two thousand feet (32,000 ft or 9,753.6 m) up to meridian 66°51'30" west; in a direction due north for a distance of approximately two thousand three hundred feet (2,300 ft or 701.0 m) up to a line parallel to the high-water mark of the southwest shore of Matemace Lake at a distance therefrom of two hundred feet (200 ft or 61.0 m) toward the hinterland; in a general direction northwest following the said line

parallel to the high-water mark and at a distance therefrom of two hundred feet (200 ft or 61.0 m) toward the hinterland up to meridian 66/52 40" west; in a direction due north for a distance of two hundred feet (200 ft or 61.0 m) up to the point of commencement".

- 4.4.3 This block of land, designated in the present Agreement as Block Matemace as defined in paragraph 20.1.4, contains an area of sixteen square miles (16.0 sq mi or 41.44 sq km) as preliminarily delimited on the map attached as schedule 3 to this section.

#### 4.5 TAIT (PROPOSED BLOCK)

- 4.5.1 Preliminary territorial description of a proposed block of land situated approximately sixteen point five miles (16.5 mi or 26.6 km) north of the limits of the Municipality of the City of Schefferville. This proposed block of land, which includes, among others, Tait Lake and Pluton Lake, may be more fully described as follows:

- 4.5.2 "commencing at the point of intersection of parallel of latitude 55/02'30" north and meridian 66/46' west; in a direction due north 19/53' east for a distance of approximately nine thousand eight hundred feet (9,800 ft or 2,987 m) up to the point of intersection of parallel of latitude 55/04' north and meridian 66/45' west; in a direction due north 15/45' west for a distance of approximately twenty five thousand two hundred feet (25,200 ft or 7,681 m) up to the intersection of parallel of latitude 55/08' north and meridian 66/47' west; in a direction due north 4/40' east for a distance of approximately forty two thousand seven hundred feet (42,700 ft or 13,015 m) up to the point of intersection of parallel of latitude 55/15' north and meridian 66/46' west, the said limit including entirely the lakes that it crosses, among others, Vulcain Lake and one other lake of which the approximate geocentric coordinates are 55/12' north and 66/46' west; in a direction due north 42/25' west for a distance of approximately twenty thousand five hundred feet (20,500 ft or 6,248.4 m) up to the point of intersection of parallel of latitude 55/18'30" north and of meridian 66/50' west; in a direction due west for a distance of approximately fifty eight thousand three hundred feet (58,300 ft or 17,769.6 m) up

to the high-water mark of the northeast shore of Sanderson Lake, the said limit including the lakes of which more than fifty percent (50%) of the area is within the proposed block of land; in a general direction southeast, south and southeast following the high-water mark of the northeast shore of Sanderson Lake and of the southwest shore of a lake of which the approximate geocentric coordinates are 55/15'21" north and 67/04'20" west and of Jigsaw Lake up to the point of intersection with meridian 67/03' west; in a direction due south 38/52' east for a distance of approximately eighty eight thousand three hundred feet (88,300 ft or 26,913.8 m) up to the point of intersection of parallel of latitude 55/02'30" north and meridian 66/47' west, with the said limit including a small lake of which the approximate geocentric coordinates are 55/09' north and 66/56' west; in a direction due east for a distance of approximately three thousand five hundred feet (3,500 ft or 1,066.8 m) up to the point of commencement, of which the coordinates are 55/02'30" north and 66/46' west".

- 4.5.3 This proposed block of land, designated in the present Agreement as Block Tait, is preliminarily delimited on the map attached as schedule 4 to this section and contains an area of one hundred and twenty six square miles (126.0 sq mi or 326.3 sq km).

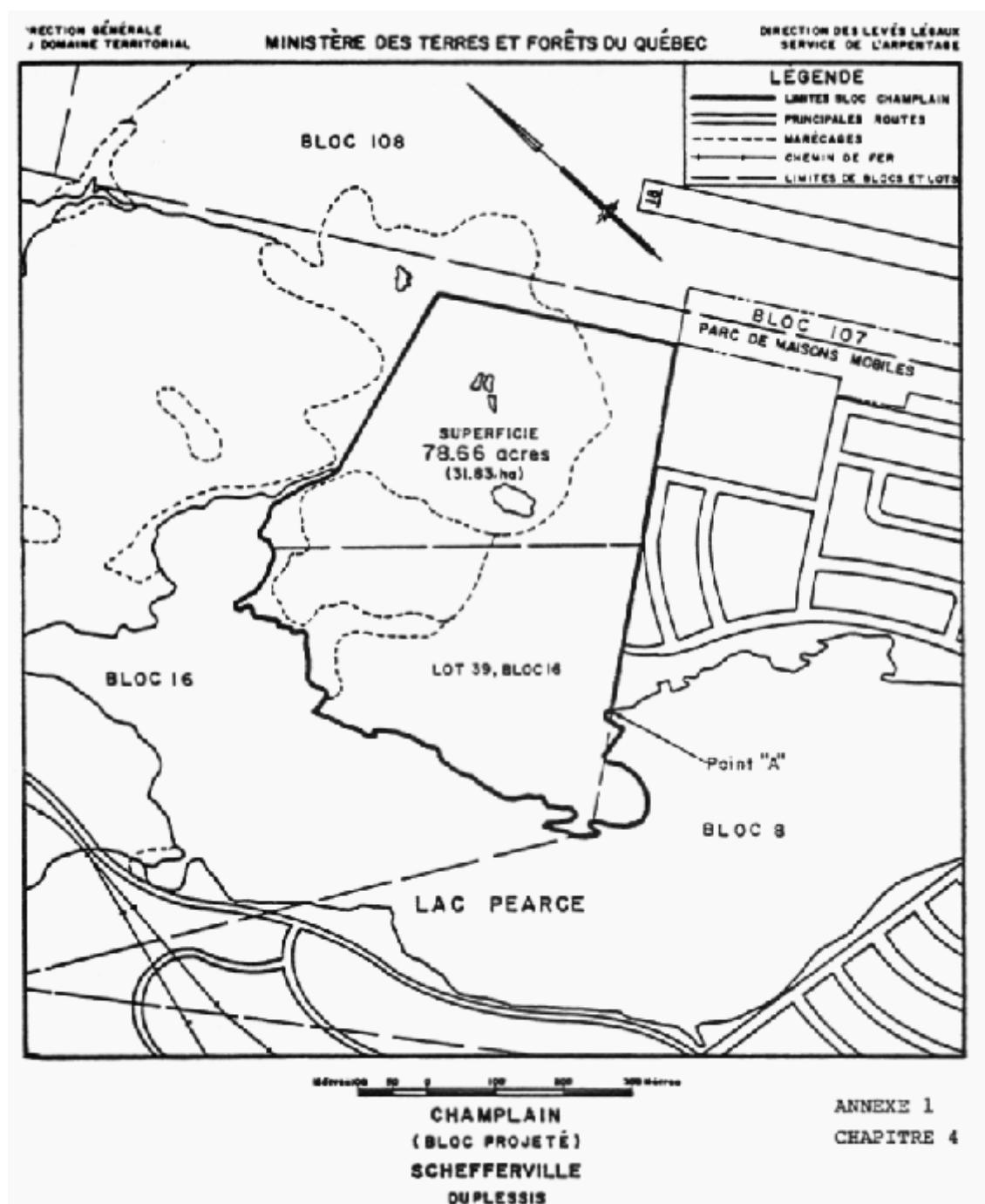
#### 4.6 TECHNICAL DESCRIPTION OF CATEGORY II-N LANDS

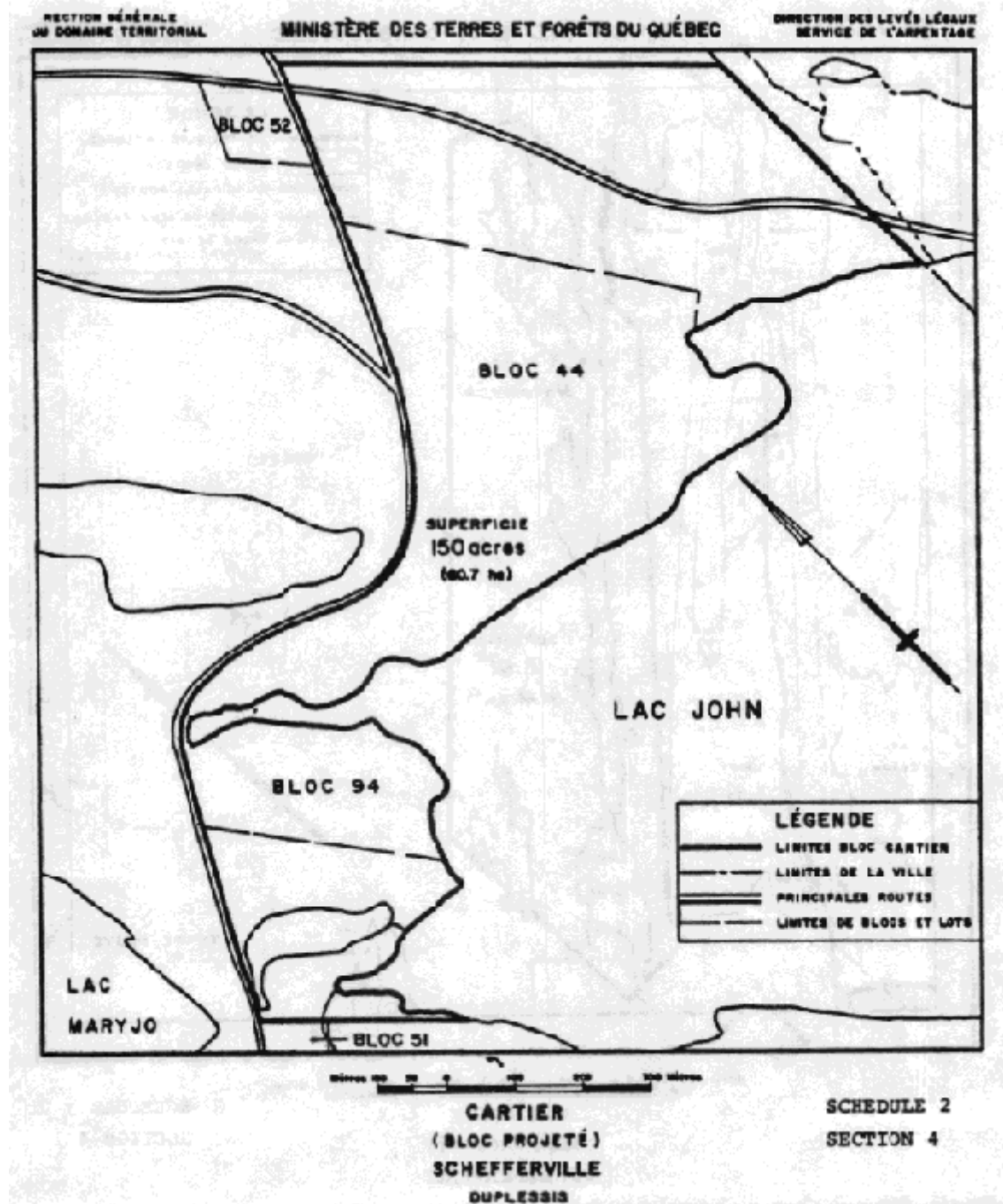
- 4.6.1 Description of a block of Category II-N lands, situated approximately fifty-five miles (55.0 mi or 88.5 km) north of the limits of the Municipality of the City of Schefferville. This block of Category II-N lands may be more fully described as follows:
- 4.6.2 "commencing at a point situated on the north-west shore of Morpain Lake at the intersection formed by the shore of the said lake and meridian 66/35' , west; from there, toward the north following meridian 66/35' west for a distance of two hundred and thirty-three thousand five hundred feet (233,500 ft or 71,170.8 m) approximately until parallel of latitude 56/20'25" north; from there in an approximate direction north 58/15' west for a distance of approximately two hundred and ninety thousand feet (290,000 ft or 88,392 m) up to a point established by le ministère des Richesses naturelles, bearing number

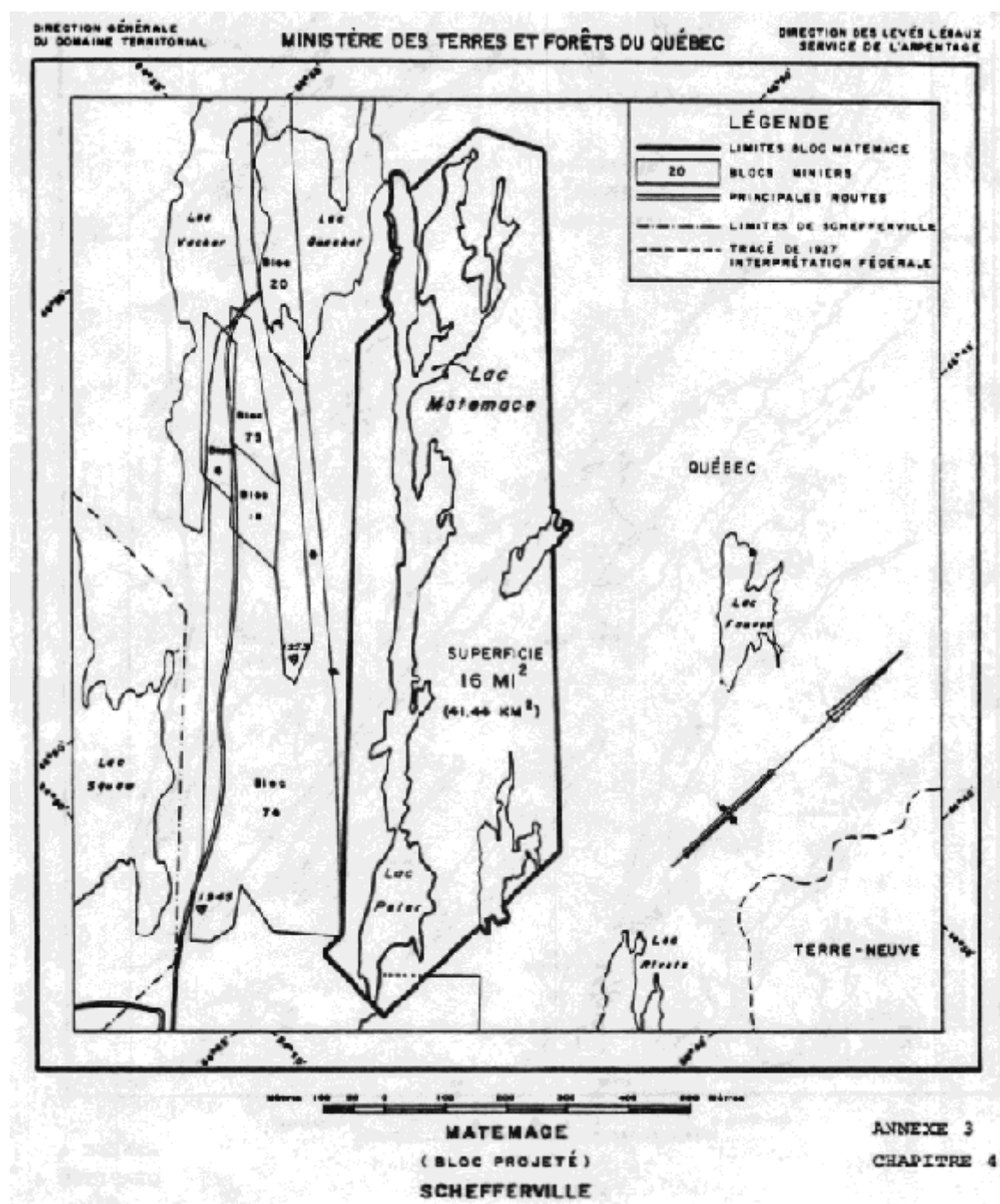
942, and the approximate coordinates of which are 56/46' north and 67/47'45" west; from this point, in an approximate direction south 11/50' east for a distance of approximately one hundred and fifty-two thousand feet (152,000 ft or 46,329.6 m) up to another point established by le ministère des Richesses naturelles, bearing number 1546, the approximate coordinates of which are 56/21'30" north and 67/39' west; from there, in a direction south 46/30' east for a distance of approximately twenty-four thousand nine hundred feet (24,900 ft or 7,589.5 m) up to the eastern bank of the Wheeler River; and finally, in general directions south and south-east following the eastern and north-eastern banks of the Wheeler River and of Keato Lake and the north-west shore of Morpain Lake up to the point of commencement".

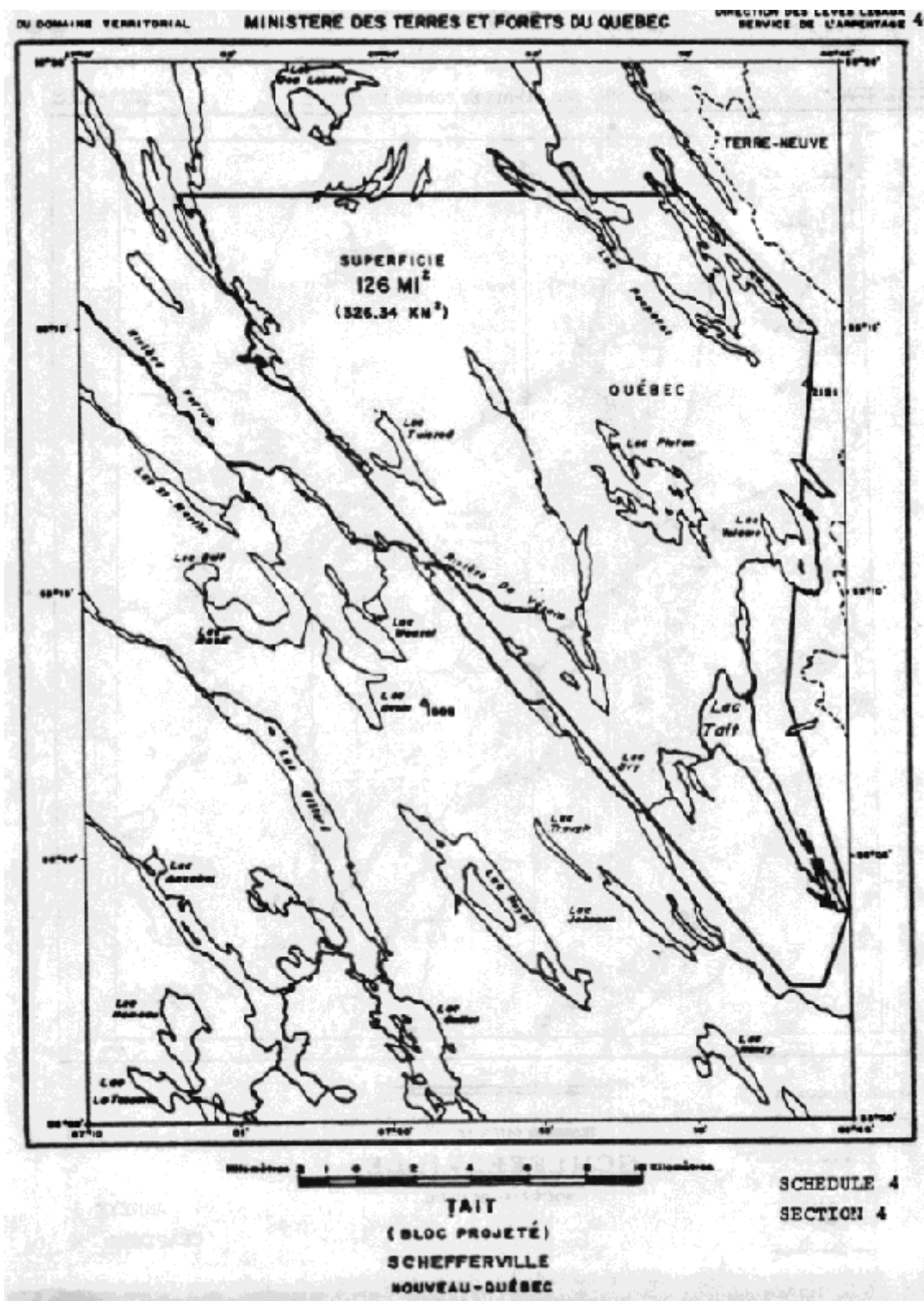
- 4.6.3 This block of Category II-N lands, with the lakes and water courses included therein, the whole as shown on the map prepared November 24, 1977 by le service de l'Arpentage du ministère des Terres et Forêts du Québec and deposited in the archives of the said service under number Divers 150-2 1, contains an area of one thousand six hundred square miles (1,600 sq mi or 4,144 sq km).
- 4.6.4 In the present description, the bearings mentioned are in relation to meridian 67/30 west and this block of Category II-N lands is shown on the map attached as schedule 5 to this section.

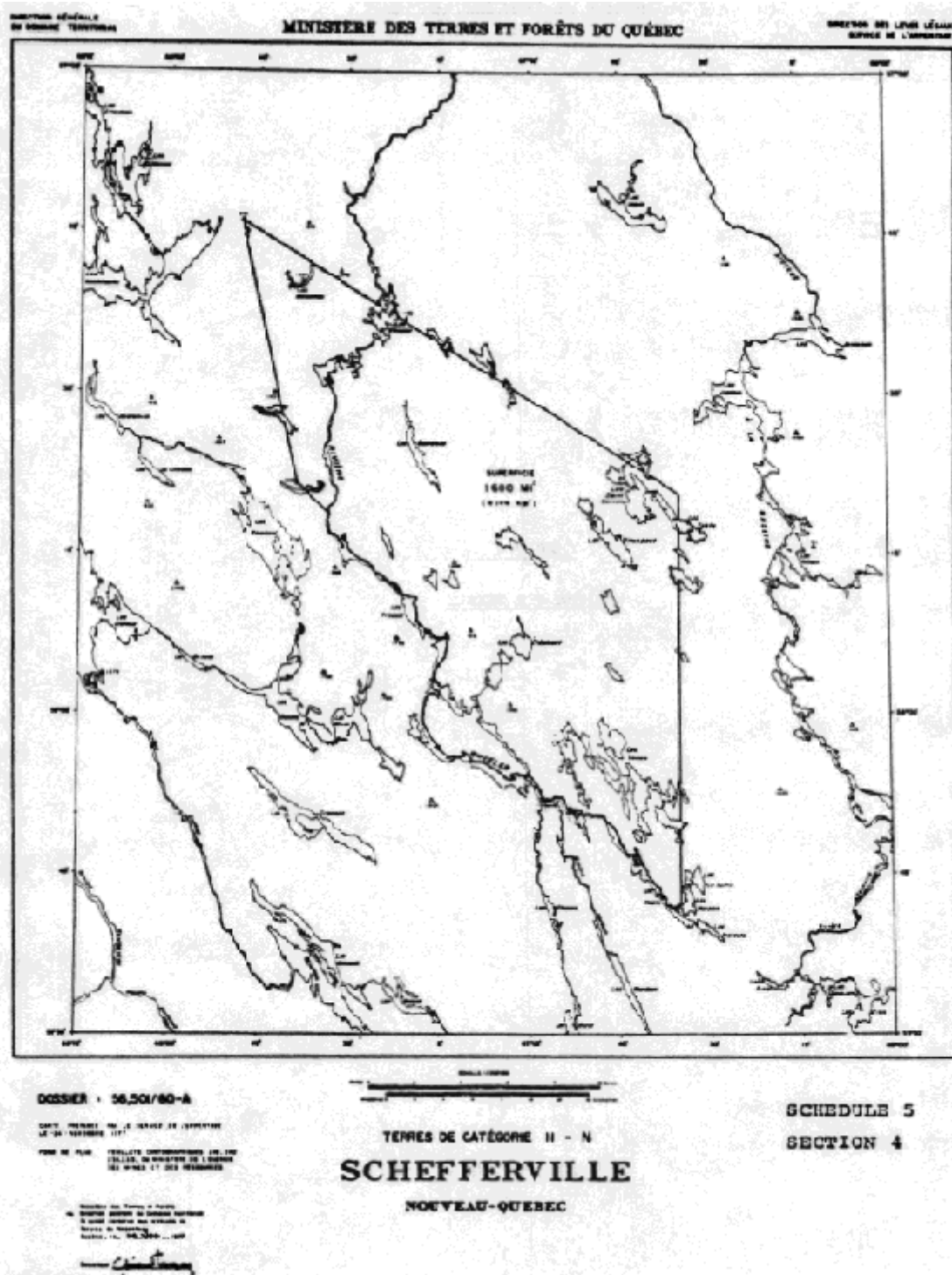












NORTHEASTERN QUEBEC AGREEMENT

SECTION 5

LAND REGIME

## 5.0 INTERPRETATION

- 5.0.1 For the purposes of this section only, unless the context indicates otherwise, whenever an option is exercised, or compensation in land or in money is to be received, or replacement land is to be selected, "Naskapis of Québec" means the Naskapi local authority for Category IA-N lands in the case of Category IA-N lands or the private landholding corporation contemplated by paragraph 5.1.3 in the case of Category IB-N lands, as the case may be.

## 5.1 CATEGORY I-N LANDS

### 5.1.1 DEFINITION

Category I-N lands comprise Category IA-N lands and Category IB-N lands in accordance with the terms and conditions of the present Agreement and shall be set aside for the Naskapis of Québec. The total area of Category I-N lands is one hundred and twenty six (126) square miles.

### 5.1.2 CATEGORY IA-N LANDS

The selection of Category IA-N lands by the Naskapis of Québec is subject to the provisions of section 20.

Category IA-N lands are lands set aside for the exclusive use and benefit of the Naskapi band, under the administration, management and control of Canada, subject to the terms and conditions of the present Agreement.

The area of Category IA-N lands will be thirty-nine point thirty-three (39.33) acres, or one hundred and fifty acres, or sixteen (16) square miles depending upon the block chosen in accordance with the provisions of section 20, and Québec shall retain bare ownership of the lands, and, subject to the provisions herein, the ownership of the mineral and subsurface rights over such lands. Subject to the terms and conditions of the present Agreement, Québec shall transfer to Canada the administration, management and control of the Category IA-N lands and Canada shall accept such transfer.

### 5.1.3 CATEGORY IB-N LANDS

Category IB-N lands comprise the lands to be granted for the Naskapis of Québec to a private landholding corporation established in virtue of the laws of Québec or by a special law thereof, and the members of which must be Naskapis of Québec. The area of Category ID-N lands shall be the area of one hundred and twenty six (126) square miles, being Block Tait shown on the map attached as schedule 4 of section 4 and preliminarily described in section 4, which will be reduced within two (2) months of the determination of Category IA-N lands, by subtracting from its northern portion an area equal to the area of Category IA-N lands.

The ownership of the Category ID-N lands, under the jurisdiction of Québec, will vest outright in said corporation, provided that the lands can be sold or ceded only to Québec and this shall constitute a prohibition to sell or cede other than to Québec.

Such corporation shall consist of the Naskapis of Québec entitled to the benefits of the present Agreement, and shall be a private landholding corporation having the title and ownership of the Category ID-N lands, in accordance with the provisions of the present Agreement.

Unless otherwise specifically provided herein these lands cannot be taken away by Québec. In those circumstances described in this section where the right to expropriate by Québec is exercised, the land must be replaced or compensation paid at the option of the Naskapis of Québec except if otherwise provided herein.

### 5.1.4 EXISTING THIRD PARTY AND GOVERNMENTAL INTERESTS

Lands ceded to third parties, by letters patent or owned by third parties prior to the execution of the present Agreement shall be Category III lands. However, the said lands and persons thereon shall be subject to the by-laws of the Naskapi local authority as if such lands formed part of Category I-N lands. Such persons shall have a right to all services of a municipal nature which are offered by the Naskapi local authority to the residents of the surrounding or adjacent Category I-N lands on the same terms and conditions, the whole subject to the rights of such persons and the exercise of the same.



The lands over which rights have been ceded by Québec to third parties prior to the execution of the present Agreement in the form of leases, occupation permits or other authorizations shall be Category I-N lands. The holders of such rights may continue to exercise them, subject solely to all laws and regulations of Québec as if the lands over which the said rights are granted were Category III lands until the termination of the period fixed for the exercise of such rights, unless such rights are renewed by Québec.

Lands within the areas of Category I-N, but which are presently the object of mining claims, development licenses, exploration permits, mining concessions and mining leases and other similar rights, as presently defined in the Québec Mining Act (S. Q. 1965, c. 34 as amended) shall be Category III lands. However, Québec undertakes upon the expiry of these rights, or any renewal thereof, to transfer the administration, management and control of the lands subject thereto to Canada for the use and benefit of the Naskapis of Québec or to transfer the ownership to the landholding corporation, depending on whether the said lands are within the area of Category IA-N lands or Category ID-N lands. If any part of such lands is taken for development under the Québec Mining Act, Québec will replace the land taken, in accordance with the procedure set out for the replacement of Category II-N lands.

Québec undertakes to provide Canada and the Naskapi Native party, within ninety (90) days of the approval of the present Agreement, with a list of the mining claims, development licenses, mining concessions, mining leases and exploration permits, referred to above, within Block Tait and within the lands which may become Category IA-N lands in accordance with the provisions of section 20, along with the names of the holders thereof, the dates the rights were granted, the nature of the rights and the date of their expiry.

The areas of land covered by such existing mining claims, development licenses, exploration permits, mining concessions and mining leases surrounded by Category I-N lands have been included in the calculation establishing the total area of one hundred and twenty six (126) square miles of Category I-N lands.

Existing roads within Category IA-N lands shall be Category LA-N lands but the general public shall be granted access over such roads.

The areas covered by existing landing strips, airport installations and hydroplane bases within Category I-N lands are excluded from Category I-N lands and shall be Category III lands. However, the areas of such lands have been included in calculating the total area of Category I-N lands.

When such areas mentioned above are no longer required, as determined by Québec, the ownership or the administration, management and control, as the case may be, shall be transferred by Québec in the manner provided herein above, subject to the approval of any owner thereof, and subject to third party interests respecting mineral substances already conceded.

#### 5.1.5 FUTURE OCCUPATION BY QUEBEC AND THIRD PARTIES

##### 5.1.5.1 Québec and its representatives

Lots within Category I-N lands shall be allocated by the Naskapi local authority for community services supplied by Québec, its agents or mandataries, such as roads, schools, hospitals, police stations and telecommunications. Such allocation shall be by way of leases, servitudes or similar contract and for nominal compensation, namely, one dollar (\$1.00).

In the event that Québec builds a road across Category ED-N lands, there shall be a corridor of five hundred (500) feet of Category II-N lands along each side of such road, subject to the general provisions of paragraph 5.1.6.

##### 5.1.5.2 Third parties

The Naskapi local authority, in any case in which it allows third parties to occupy Category I-N lands for projects of regional or provincial interest, shall first consult with Québec and, in the case of Category IA-N lands, Canada as well.

### 5.1.5.3 Mining Explorations and Operations under Existing Rights

Where lands which are the object of existing mining claims, development licenses, exploration permits, mining concessions, mining leases and other similar titles pertaining to minerals as defined in the Québec Mining Act are surrounded by or adjacent to Category I-N lands, the owners of these rights or titles for the purpose of exercising the said rights shall have the right to use Category I-N lands, but only to the extent necessary in order to carry out their exploration or mining operations as provided for in Division XXII of the Québec Mining Act. Nonetheless, the appropriation of the lands required for such purposes shall be done by temporary servitude only, but shall not be subject to the expropriation provisions of the Indian Act or of the present Agreement. The indemnity to be paid by Québec to the Naskapi local authority in the case of Category IA-N lands, and to the corporation contemplated by paragraph 5.1.3 in the case of Category ID-N lands, for the use (other than for exploration) of such Category I-N lands will be equivalent replacement lands. In the case of exploration, the compensation to be paid by Québec for the use of such Category I-N lands shall be the equivalent to what is being paid to Québec for the use of surface rights on Crown lands in similar cases.

In the event that areas of land contemplated in the present subparagraph are developed as provided herein above, the Naskapi local authority in the case of Category IA-N lands and the corporation contemplated by paragraph 5.1.3 in the case of Category ID-N lands shall have the right to the replacement of an equivalent area of land in the same manner as set forth in the procedure for the replacement of Category II-N lands in the case of development.

In regard to lands which will be the object of mining claims, development licenses, exploration permits, mining concessions, mining leases and similar titles in the future, except the lands presently covered by any such titles which shall be governed by the special provisions herein above set forth, the exercise of any rights in or over Category I-N lands shall be subject to the general regime set forth below.

## 5.1.6 PUBLIC SERVITUDES

### 5.1.6.1 General

Category I-N lands are subject to public servitudes established by Québec, its agents or mandataries in the cases set forth in subparagraphs 5.1.6.1 A., 5.1.6.1 D., 5.1.6.1 C. and 5.1.6.1 D. subject to the terms and conditions mentioned herein and subject to compensation in an equivalent area of land or in money at the option of the Naskapis of Québec except:

- i) in the event of a public servitude for services of direct benefit to Category I-N lands or to the Naskapis of Québec, in which case there shall be no replacement or compensation of any kind for the lands taken for these public servitudes, or
- ii) in the event of a public servitude in Category IA-N lands and if, in accordance with the provisions of section 20, Block Pearce or Block Cartier, as defined in section 20, becomes Category IA-N lands, then the compensation for the lands taken for such public servitude shall always be by a monetary payment, or
- iii) in the event of a public servitude in Category IA-N lands and if, in accordance with the provisions of section 20, Block Matemace, as defined in section 20, becomes Category IA-N lands, then the lands taken for such public servitude shall be compensated for by replacement or by a monetary sum, at the option of the Naskapis of Québec, unless Québec has serious reasons for being unable to replace said lands, in which event the compensation shall be monetary.

Consequently, all public bodies, agencies and corporations authorized by law will be allowed to expropriate for the purpose of establishing the following public servitudes in the cases and subject to the conditions mentioned below:

- A. infrastructures: such as regional roads and arteries, bridges, airports, protection and irrigation facilities;
- B. local services: water systems, sewers, purification plants, treatment plants, fire protection and other services generally provided by local or municipal governments;
- C. public utilities: electricity, gas, oil, telecommunications and telephones;
- D. however, in the case of gas or oil pipelines or transmission lines, the servitudes shall be subject to the following:
  - a) the servitudes shall be situated as far as possible away from the center of the Naskapi community contemplated by section 20, in so far as reasonable, taking into account all circumstances;
  - b) Category I-N lands used for such purposes shall be replaced by an equivalent area of land unless otherwise expressly provided for in paragraph 5.1.6;
  - c) all reasonable efforts shall be made to attempt to locate such transmission lines or pipelines outside the Category I-N lands, for equal cost;
- E. other servitudes of a similar nature established by law.

In the case of public servitudes, indemnity in lands or money must be effected, at the option of the Naskapis of Québec, except in the circumstances contemplated by subparagraphs 5.1.6.1 i), ii), iii) and subparagraph 5.1.6.1 D. b). In the case of public servitudes involving services which directly benefit the Category I-N lands or the Naskapis of Québec, direct benefit would be determined with respect to the potential use by and/or future advantages to the Category I-N lands and to the Naskapis themselves.

Where it is not otherwise possible for Québec to achieve the above without a full use and taking of the lands, Québec shall have the right to expropriate in full ownership for the purposes of the present paragraph, subject to the other provisions of this section.

#### 5.1.6.2 Direct Benefit

Servitudes considered as being of direct benefit to the Category I-N lands or to the Naskapis of Québec would include servitudes involving public services expressly requested by the Naskapi community or servitudes involving essential services for the Naskapis of Québec provided such services are used by them to enhance their quality of life.

Such servitudes would include but not necessarily be limited to such things as local services generally provided by municipal or local governments and by public utilities, local roads, bridges and community airports.

In all other cases not covered by the present Agreement, the burden of proof in establishing that a servitude is of direct benefit to the Category I-N lands or to the Naskapis of Québec shall lie upon Québec.

In all cases, the Naskapi community shall have the right and opportunity to contest, in accordance with the procedure hereinafter set forth, whether a particular public servitude involves services of direct benefit to the Category I-N lands or to the Naskapis of Québec.

#### 5.1.6.3 Compensation in Land or in Money

In the case of a servitude recognized not to be of direct benefit to the Category I-N lands or to the Naskapis of Québec and except as otherwise provided in subparagraph 5.1 • 6.1, there shall be compensation in an equal area of lands or, at the option of the Naskapis of Québec, in an amount of money, or partially by an amount of money and partially by lands.

However, such compensation shall be by replacement of lands only when such servitudes effectively withdraw portions of the Category I-N lands from the use or enjoyment of the Naskapis of Québec.

If the Naskapis of Québec choose compensation in the form of lands, the Naskapis of Québec shall indicate their selection preference to Québec as soon as the decision to proceed with the proposed public servitude is taken.

If necessary, Québec shall then propose to the Naskapis of Québec, taking into consideration their preference, and in conformity with the general provisions with respect to servitudes provided for in subparagraph 5.1.6.1, an area with similar characteristics, insofar as is possible, to the Category I-N lands and contiguous to the location of the Category I-N lands subject to the servitude. Such area proposed as replacement shall be double the size of the lands to be replaced. The Naskapis of Québec shall be then entitled to choose from this area a piece of land equal in size to the lands effectively withdrawn for the purposes of the public servitude and contiguous to the Category I-N lands subject to the servitude.

This procedure will precede the taking of lands for a servitude or any construction related to the servitude. However, a time limit of one hundred and twenty (120) days shall be allowed for this procedure, provided that the taking of the lands for the servitude or any construction related to the servitude may proceed after sixty (60) days.

If there is no agreement on the choice of the replacement lands within the period of one hundred and twenty (120) days and provided there is no contestation of the right to acquire the servitude, the compensation would have to take the form of money.

If there is no agreement between the Naskapi community and Québec respecting the determination of what is direct benefit to the Naskapis of Québec or if the Naskapis of Québec, instead of compensation in the form of land, choose compensation in the form of

money and the parties are unable to agree as to what is adequate compensation, the decision as to whether the servitude is of direct benefit and as to the amount of compensation shall be made by the Tribunal d'Expropriation du Québec, unless the parties agree to submit the matter to binding arbitration.

#### 5.1.6.4 Impact Assessment

- A. All proposed public servitudes mentioned in paragraph 5.1.6 and located in lands north of the 55th parallel shall be subject to the Environmental and Social Protection Regime stipulated in Section 23 of the James Bay and Northern Québec Agreement, as amended from time to time.
- D. Notwithstanding the environmental and social impact assessment and review procedure that may otherwise apply, all proposed servitudes mentioned in subparagraphs 5.16.1A. and 5.1.6.1 D. located in lands south of the 55th parallel shall be subject to the environmental and social impact assessment and review procedure provided for in subsection 14.1, except that the delay stipulated in subparagraph 14.1.2.6 shall not be less than sixty (60) days and the consultation process shall be with the Naskapi community.

#### 5.1.6.5 Other

Any land effectively withdrawn from Category I-N lands for the purpose of establishing a servitude which has been compensated for in the form of lands or money will be classified as Category III lands.

If the holder of the servitude no longer requires such servitude, the Naskapis of Québec shall have the option to have the lands formerly subject to such servitude reclassified as Category I-N lands provided that the lands which were granted to the Naskapis of Québec as compensation, if such was the case, revert to Québec to be reclassified as Category II-N lands or as Category III lands depending on their status before the said lands were used for compensation.



Unless the Naskapis of Québec are compensated in money in respect to expropriations by Québec and subject to the provisions of paragraph 5.1.7, the total area of Category I-N lands shall never be less than one hundred and twenty six (126) square miles without the consent of the Naskapis of Québec or exceed one hundred and twenty six (126) square miles without the consent of Québec.

In respect to the above servitudes, and also subject to the consent of the Lieutenant-Gouverneur en conseil all public bodies, agencies and companies which now have or will have such powers defined in present or future laws of Québec will be able to establish such servitudes.

#### 5.1.7 EXPROPRIATION DY CANADA

Notwithstanding the Expropriation Act of Canada, no Category IA-N lands may be expropriated by Her Majesty in Right of Canada without the prior consent of the Governor in Council.

Subject to the foregoing, nothing in the present Agreement shall be interpreted in any way as limiting the power of Canada to expropriate for public purposes.

#### 5.1.8 PUBLIC UTILITIES

Present and future public utilities will continue to remain the responsibility of competent authorities acting in accordance with statutes and regulations of Québec and Canada and applicable local by-laws.

#### 5.1.9 NATURAL RESOURCES

##### 5.1.9.1 Minerals and Other Subsurface Rights

In Category I-N lands, Québec remains the owner of the mineral and subsurface rights with the exception of rights already granted by Québec, as of the approval of the present Agreement.

However, no minerals or other subsurface rights can be obtained, extracted, mined or exercised from or

with respect to Category I-N lands without the consent of the Naskapis of Québec and only upon payment of compensation agreed upon, for the use of rights over such lands.

The carrying out of work resulting from mineral rights granted prior to the approval of the present Agreement on lands surrounded by or adjacent to Category I-N lands shall be as dealt with in subparagraph 5.1.5.3 as on other Category III lands. For the purposes contemplated by Division XXII of the Québec Mining Act, the holders of such rights requiring the use of adjacent Category I-N lands may use the adjacent or surrounding Category I-N lands to the extent necessary to exercise their rights, subject to the provisions of subparagraph 5.1.5.3. Such works may include mining operations, subject to the provisions mentioned in that subparagraph.

Any future exploration or exploitation of minerals within Category I-N lands, other than the exploration or exploitation under rights existing prior to the approval of the present Agreement including the right to explore and mine extension of mineralization around the lands subject to such existing rights and subject to the provisions referred to in subparagraph 5.1.5.3, shall only be permitted with the consent of the Naskapis of Québec. Moreover, specific authorization from Québec according to conditions specified in Québec mining laws and regulations, shall be required before any mining rights may be acquired.

#### 5.1.9.2 Substances Ceded to the Naskapis of Québec

Deposits of steatite (soapstone) or other similar material used for traditional, arts and crafts will belong to the Naskapis of Québec.

#### 5.1.9.3 Gravel and Other Similar Materials

Permits must be obtained by the Naskapi community from the ministère des Richesses naturelles du Québec for the use of gravel and other similar material generally used for earthworks for personal and community use. However, the ministère des Richesses naturelles du

Québec may not withhold such permits provided all the regulations are observed, and the duties provided for under any applicable Québec legislation shall not be collected.

The taking or use of such gravel shall also be subject to the environmental and social protection regime contemplated in the present Agreement in respect to Category I-N lands.

#### 5.1.9.4 Forests

The Naskapis of Québec will have the right to use the forest for personal and community needs within Category I-N lands.

The Naskapis of Québec will likewise have the exclusive right to the commercial exploitation of forest resources within Category I-N lands by themselves or by third parties acting with their consent. However, in such case, the Naskapi community will have to obtain cutting rights or permits from the ministère des Terres et Forêts du Québec, but the said ministère shall not withhold its consent to such permit, provided that such commercial cutting is in keeping with the development and marketing plan accepted by the said ministère. In the event of such commercial exploitation, the said community will not be obliged to pay stumpage dues to Québec but operations must respect Québec standards.

Subject to such permit and the requirements herein above stated, such resources shall be governed by the laws applicable to Category I-N lands. The general regime for forest protection, including the cost entailed, will be applicable.

#### 5.1.10 RESIDENCE

Notwithstanding any other provision of the present Agreement, and whether or not the Indian Act applies, all persons eligible pursuant to the provisions of section 3 have the right to reside on Category IA-N lands.

Subject to the provisions of subsection 20.25A, non- Native people presently residing on the lands which may become Category I-N lands shall have the right to remain until the expiration of their rights of occupancy or residency on such lands, and shall be subject to the general by-laws and regulations of the Naskapi local authority. Subject to the foregoing, non-Native people will not be allowed to reside on Category I-N lands except in accordance with the by-laws and regulations established by the Naskapi local authority. However, such by-laws and regulations must permit non-Native people to reside on said lands for purposes allowed by the Naskapi local authority, for purposes of administrative or public service duties or scientific research, provided such activities do not entail an influx of substantial numbers of people likely to alter in an appreciable way the demographic makeup of the Naskapi community contemplated by section 20.

In particular, non-Naskapis married to Naskapis and their immediate families in the first degree, shall have the right to reside on Category I-N lands.

#### 5.1.11 ACCESS

The general public will have access to all roads, arteries, airports, bridges, public sea-plane bases, wharves, rivers and principal lakes and public buildings and lands used for public purposes.

The following persons shall also be permitted access to Category I-N lands:

- persons authorized to reside on Category I-N lands
- persons authorized to exercise a public function or engaged in technical surveys, the construction or operation of a public work or public utility;
- owners of mineral rights and persons engaged in the exercise thereof;
- such other persons as may be authorized by the Naskapi local authority.

Subject to the foregoing, only the Naskapis of Québec shall have access to Category I-N lands and the Naskapi local authority shall have by-law power to regulate access provided that any such by-law shall not negate or unreasonably restrict the right to access.

#### 5.1.12 TAXATION

Vacant Category IB-N lands held by the private landholding corporation contemplated by paragraph 5.1.3 shall not be subject to realty, water, business or school taxes.

#### 5.1.13 RESTRICTIONS ON TRANSFER

No Category I-N lands may be sold or otherwise ceded except to the Crown in Right of Québec. However, in accordance with the terms of the present Agreement, the Naskapi local authority for Category IA-N lands in the case of Category IA-N lands and the landholding corporation mentioned in paragraph 5.1.3 in the case of Category IB-N lands may grant to any person, including non-Natives, servitudes, usufructs, other rights of use and occupation and leases respecting such lands, provided that where lands are leased or real rights granted to non-Natives for a period exceeding five (5) years, including any renewal thereof, the leasehold interest or real rights granted shall be, as of the date of the lease or grant, subject to all laws and regulations of Québec as if the lands over which the said leasehold interest or real rights are granted were Category IB-N lands.

Notwithstanding the immediately preceding paragraph, no watercourses or lakes, or rights therein in Category IB-N lands may be granted by the landholding corporation mentioned in paragraph 5. 1.3 to persons other than Naskapis.

In the event that the Naskapi band occupying Category IA-N lands becomes extinct, Canada shall revert in Québec all the rights and interests transferred to it under the present Agreement in Category IA-N lands occupied by the band prior to its becoming extinct.

## 5.2 CATEGORY II-N LANDS

### 5.2.1 DEFINITION

Category II-N lands, will comprise sixteen hundred (1,600) square miles north of the 55th parallel of latitude where the Naskapis of Québec shall have the exclusive right of hunting, fishing and trapping and the rights established in their favour under the Hunting, Fishing and Trapping Regime referred to in paragraph 15.2.1. Other uses of Category II-N lands for purposes other than hunting, fishing and trapping shall be subject to the provisions set forth hereafter. The Category II-N lands are shown on the map attached as schedule 5 to section 4 and are described in section 4.

Québec jurisdiction shall continue over Category II-N lands.

### 5.2.2 THIRD PARTY INTERESTS

The lands already ceded to third parties in ownership prior to the approval of the present Agreement shall be excluded from Category II-N lands.

Moreover, lands within the area of the said Category II-N lands which are subject to rights already ceded to third parties prior to the approval of the present Agreement by way of lease or occupation permits or lands which are the object of mining claims, development licenses, exploration permits, mining concessions and mining leases shall be Category III lands. At such time as the said rights revert to the Crown such lands shall become Category II-N lands.

Moreover, existing roads, landing strips, airport installations, sea-plane bases and maritime structures shall be Category III lands, and, as such, shall be excluded from the administrative regime applicable to Category II-N lands.

### 5.2.3 DEVELOPMENT

Category II-N lands may be appropriated by Québec for development purposes, provided such lands are replaced or, if the Naskapi local authority for Category IB-N lands wishes, and an agreement can be reached thereon, the said local authority is compensated. Unless such activities are directly related to pre-development, the rights of, or the exercise thereof by, persons other than Naskapis in respect to their lawful activities, shall be controlled by Québec through appropriate legislation or regulations and reasonable enforcement machinery if they interfere or could reasonably be expected to interfere with the rights granted to the Naskapis of Québec in virtue of the Hunting, Fishing and Trapping Regime referred to in paragraph 15.2.1.

For the purposes of the present Agreement in respect to Category II-N lands, "development" shall be defined as any act or deed which precludes hunting, fishing and trapping activities by the Naskapis of Québec, except for pre-development; and "pre-development" shall be defined as any act or deed of an exploratory nature exercised during a limited time in view of researching information to decide if development will take place or not.

In the case of development, should the Naskapi local authority for Category IB-N lands choose replacement of lands, it shall indicate its preference to Québec as soon as the decision to proceed with the development is taken and communicated.

If there is no agreement in respect to the choice of replacement lands, Québec shall then propose to the Naskapi local authority for Category IB-N lands, taking into consideration the said Naskapi local authority's preference, an area with similar characteristics, insofar as is possible, to Category II-N lands and contiguous to the Category IB-N lands. Such area proposed as replacement shall be double the size of the land to be replaced. The said Naskapi local authority shall then choose from this area a piece of land contiguous to the Category II-N lands and equal in size to the lands effectively taken away for the purposes of such development as full compensation for the lands taken away. Compensation may also be made by money payments mutually agreed upon.

This procedure will precede the taking of lands for development or any construction related thereto. However, a time limit of one hundred and twenty (120) days shall be allowed for this procedure, provided that the taking of the lands for the development or any construction related to such development may proceed after sixty (60) days.

Such development shall be subject to the applicable environmental and social protection regime.

#### 5.2.4 PUBLIC SERVITUDES

Notwithstanding the above definition of "development", all public servitudes may be established on Category It-N lands without payment of indemnity.

#### 5.2.5 NATURAL RESOURCES

##### 5.2.5.1 Mineral and Other Subsurface Rights

Mineral exploration and technical surveys do not constitute development as defined herein and may be carried out without replacement of lands and without payment of indemnity, but subject to the provisions of the applicable environmental and social protection regime. Moreover, such mineral exploration and technical surveys must be carried out so as to avoid unreasonable conflict with wildlife harvesting activities.

##### 5.2.5.2 Use of Soapstone

The right to use soapstone for traditional arts and crafts purposes may be acquired by the Naskapis of Québec through the Naskapi local authority for Category IB-N lands by way of a permit from the ministère des Richesses naturelles du Québec. Such permit may not be unreasonably withheld. This special permit will be provided for under the Mining Act and will give the right to use this mineral substance only for the use of traditional arts and crafts purposes.

The lands in question will have to be marked in the field by the Naskapis of Québec by using a method analogous to the one used for claim staking. The



area will have to be restricted to the outcrops easily accessible to the Naskapis of Québec. Furthermore, the right to the soapstone will always be subordinated to the rights to other mineral substances, in such a way that it will not prevent possible mining developments on that land.

#### 5.2.5.3 Forests

Forest operations are compatible with hunting, fishing and trapping activities.

Commercial cutting programs in Category II-N lands will be defined according to management plans elaborated by the ministère des Terres et Forêts du Québec, which shall take into consideration hunting, fishing and trapping activities.

Operations must respect Québec standards and the general regime for forest protection will be applicable.

#### 5.2.6 ACCESS

Subject to the rights of the Naskapis of Québec under the Hunting, Fishing and Trapping Regime referred to in paragraph 15.2.1, persons exercising a right compatible with such rights of the Naskapis of Québec as well as persons exercising some duty imposed by law shall have access to Category II-N lands and may remain thereon, and erect constructions thereon, subject to the general restrictions of law and the provisions imposed by this section and subject to the following additional restrictions:

##### 5.2.6.1 Tourism and Recreation

Persons other than Naskapis will not be allowed to hunt, fish or trap on Category II-N lands except with the consent of the Naskapi local authority for Category IB-N lands and subject to the rights of persons other than Naskapis as set forth in section 15.

#### 5.2.6.2 Exploration, Pre-development Activities, Scientific Studies and Administrative Purposes

Persons wishing to carry out such works shall be required to obtain an authorization for same from Québec. Such a request for authorization shall have to include the following information: objective, nature, importance of the work to be effected, duration and a description of the installations involved.

In case such authorization is granted, the Naskapi local authority for Category IB-N lands shall be advised of the information so given to Québec, as soon as is reasonably possible.

However, works which do not involve substantial operations in the field, such as geoscientific works and mining exploration of the type provided for by la Loi des Mines du Québec will not be subject to the presentation of the information nor the obtaining of the authorization mentioned above.

Nonetheless, such works shall be carried out in such a manner as to avoid unreasonable conflict with the rights of the Naskapis of Québec under the Hunting, Fishing and Trapping Regime referred to in paragraph 15.2.1.

### 5.3 CATEGORY III LANDS

#### 5.3.1 General access to Category III lands will be in accordance with legislation and regulations of Québec concerning public lands, and the Naskapis of Québec acknowledge this.

The regime for the use of soapstone in Category III lands shall be that applicable, mutatis mutandis, to Category II-N lands.

### 5.4 WOOD RIGHTS FOR THE NASKAPIS ON CATEGORY II-N LANDS OR ON CATEGORY III LANDS

#### 5.4.1 Québec will consider proposals for wood rights submitted by the Naskapis of Québec which would have the effect of creating employment for them and other residents of the Naskapi Sector defined in paragraph 15.1.21 and which are in accordance with the planning of the ministère des

Terres et Forêts du Québec.

5.4.2 The Naskapis of Québec shall pay stumpage dues for commercial utilization of such wood rights on Category II-N lands or on Category III lands in the said Naskapi Sector.

5.4.3 Specific arrangements for the operation contemplated shall be discussed and agreed upon with the ministère des Terres et Forêts du Québec. However, the Naskapis shall be liable for the payment of costs incurred under the general regime for forest protection.

## 5.5 DEVELOPMENT

5.5.1 The right to develop referred to or provided for in the present subsection is subject to the provisions of the James Bay and Northern Québec Agreement, as amended from time to time.

5.5.2 Québec, Canada and the Naskapis of Québec acknowledge that notwithstanding anything else contained in the present Agreement, subject to all applicable laws and regulations, Québec, la Société d'énergie de la Baie James, la Commission hydroélectrique de Québec (Hydro-Québec) and la Société de développement de la Baie James and their nominees and such other persons acting lawfully shall have the right to develop the lands and resources in Category III lands. Furthermore for the purpose of development, Québec has the right to take Category II-N lands subject to the replacement or compensation as specified in this section and such Category II-N lands shall then become Category III lands.

More particularly, the rights and guarantees given to the Naskapis of Québec by and in accordance with the Hunting, Fishing and Trapping Regime referred to in paragraph 15.2.1 shall be subject to the right to develop Category II-N lands and Category III lands on the part of Québec, la Commission hydroélectrique de Québec (Hydro-Québec), la Société d'énergie de la Baie James and la Société de développement de la Baie James and their nominees and such other persons as may be lawfully authorized.

However, the developers shall be submitted to the applicable Environmental Regime which takes into account the Hunting, Fishing and Trapping Regime referred to in paragraph 15.2.1.

- 5.5.3 Québec, Canada and the Naskapis of Québec recognize that subject to laws and regulations of general application except as hereinafter provided for in paragraph 5.5.4, Québec, la Société d'énergie de la Baie James, la Commission hydroélectrique de Québec (Hydro-Québec) and all public bodies, agencies and corporations authorized by law may modify or regulate the flow of rivers of Category II-N lands and Category III lands even if such rivers are flowing through or adjacent to Category I-N lands or have downstream effect on the part of such rivers included within Category I-N lands, subject to the following provisions:
- 5.5.3.1 the flow regime shall not be modified in such a way as to increase the water level above the highest previously recorded water level of the river;
- 5.5.3.2 for the purposes of establishing or exercising the servitudes contemplated by paragraph 5.1.6, the water level may be raised above the highest recorded level subject to the provisions of this section;
- 5.5.3.3 if shore facilities or other installations or rights in connection therewith are affected by the change of water level, Québec, la Société d'énergie de la Baie James, la Commission hydroélectrique de Québec (HydroQuébec) or the public bodies, agencies or corporations shall be liable for damages to such facilities, installations or rights in connection therewith.
- 5.5.4 Québec, Canada and the Naskapis of Québec acknowledge that Québec, la Société d'énergie de la Baie James, la Commission hydroélectrique de Québec (Hydro-Québec) and the said public bodies, agencies and corporations shall not be required to expropriate lands needed for the purposes contemplated in paragraph 5.5.3 nor to obtain any consent otherwise required for the utilization of such lands for the above purposes.

## 5.6 LEGISLATION

This section can be amended only with the consent of Canada and the Naskapi Native party, in matters within the jurisdiction of Canada, and with the consent of Québec and the Naskapi Native party in matters within the jurisdiction of Québec, with the exception of subparagraph 5.1.6.4 A.

which in addition shall require the consent of the Inuit Native party, and with the further exceptions of subsections 5.3 and 5.5 which in addition shall require the consent of the Cree Native party and the Inuit Native party.

Legislation enacted to give effect to this section may be amended from time to time by l'Assemblée nationale in matters within the jurisdiction of Québec and by Parliament in matters within the jurisdiction of Canada.

NORTHEASTERN QUEBEC AGREEMENT

SECTION 6

TECHNICAL ASPECTS

## 6.1 PROJECT DESCRIPTION

### 6.1.1 DEFINITIONS

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

6.1.1.1 "Société d'énergie de la Baie James", la Société d'énergie de la Baie James or la Commission hydroélectrique de Québec (Hydro-Québec), or both;

6.1.1.2 "Le Complexe La Grande (1975)", the project described in Schedule 1 of Section 8, as amended from time to time, of the James Bay and Northern Québec Agreement.

### 6.1.2 LE COMPLEXE LA GRANDE (1975)

The Naskapis of Québec acknowledge that Le Complexe La Grande (1975) is already under construction and therefore shall not be subject to the environmental regimes established by the present Agreement and by the James Bay and Northern Québec Agreement, and the Naskapis of Québec further agree not to take any actions whatsoever which would prevent the construction of the components of Le Complexe La Grande (1975), substantially as described in Schedule 1 of Section 8 of the James Bay and Northern Québec Agreement, with or without LA 1 and EM 1 or as modified from time to time pursuant to the application of the provisions of Sub.-Section 8.19 of the James Bay and Northern Québec Agreement.

### 6.1.3 SUBSTANTIAL ADDITIONS OR MODIFICATIONS TO LE COMPLEXE LA GRANDE (1975)

For the purposes of the present Agreement, the Naskapis of Québec and la Société d'énergie de la Baie James agree that any additions and/or substantial modifications to Le Complexe La Grande (1975), if built, shall in respect to the Naskapis of Québec be considered as future projects subject to the applicable environmental regime in respect only to ecological impacts, and that sociological factors or impacts shall not be grounds for the Naskapis of Québec to oppose or prevent the said developments.

This provision shall not eliminate the reasonable mitigating measures required to minimize effects of the projects on the hunting, fishing and trapping by the Native people and there shall be remedial works for these projects. Nothing herein shall prevent la Société d'énergie de la Baie James from effecting remedial works, or from entering into agreements with the Naskapis of Québec, or with the Naskapis of Québec and others, for the purpose of undertaking such works.

Moreover, the Naskapis recognize that LG 1 of Le Complexe La Grande (1975) may be built either at mile 44 or at mile 23 on the La Grande River and that such construction, if effected, is considered by the Naskapis as a part of Le Complexe La Grande (1975).

## 6.2 SPECIAL PROVISIONS RELATED TO THE DIVERSION OF PART OF THE BASIN OF THE CANIAPISCAU RIVER

There shall be general remedial works carried out at the cost of la Société d'énergie de la Baie James to minimize to a reasonable extent all possible and probable damages to the Naskapis of Québec or to the animals, birds and fish on which they depend in that part of the Territory situated north of the point of diversion of the Caniapiscau River resulting from the said diversion of the Caniapiscau River, which diversion forms part of Le Complexe La Grande (1975).

All studies, plans, monitoring and remedial works undertaken pursuant to the above provisions shall be decided, managed and supervised by la Société d'énergie de la Baie James.

### 6.2.1 CANIAPISCAU-KOKSOAK JOINT STUDY GROUP

La Société d'énergie de la Baie James shall forthwith upon the execution of the present Agreement, if this has not previously been done, take the necessary measures to establish and provide for the funding of the Caniapiscau-Koksoak joint study group to be constituted pursuant to the provisions of Sub-Section 8.10 of the James Bay and Northern Québec Agreement.

#### 6.2.1.1 Membership



In addition to the members provided for in subparagraph 8.10.1 a) of the James Bay and Northern Québec Agreement, one member of this joint study group shall be designated by the Naskapi Native party. The member so designated shall officially become a member of the said joint study group upon the approval of la Société d'énergie de la Baie James, which approval may not be unreasonably withheld and, in any event, may only be withheld for reasons of professional standing or qualification. This member will be entitled to have a Naskapi assistant to act as a liaison and information officer for the Naskapi local authority and such assistant will be paid on a per diem basis for time approved by la Société d'énergie de la Baie James.

#### 6.2.1.2 Special provisions

Within the limits of its mandate, the joint study group shall study, in addition to the other remedial measures contemplated by Sub-Section 8.10 of the James Bay and Northern Québec Agreement relating to the diversion of the waters of the upper basin of the Caniapiscou River, the possibility of partially regulating the flow of water in the remaining portion of the Caniapiscou River basin by the building of regulating reservoirs for the purpose of maintaining to the extent reasonable the aquatic wildlife resources. However, the technical aspects of this regulation shall be studied by the engineering service of la Société d'énergie de la Baie James but only if the said joint study group considers that the advantages of such regulation may be greater than the disadvantages thereof.

#### 6.2.1.3 Salary and reasonable expenses of the Naskapi representative and his Naskapi assistant

The salary and reasonable expenses of the representative of the Naskapis and his Naskapi assistant will be established by la Société d'énergie de la Baie James on the basis of their qualifications and will be paid by la Société d'énergie de la Baie James only

for actual time spent on the business of the study group, and the appropriate administrative procedures of la Société d'énergie de la Baie James shall apply in this respect.

#### 6.2.2 EMPLOYMENT

To the extent that it is feasible, Native people shall be employed by la Société d'énergie de la Baie James in the carrying out of research, monitoring and other functions for the work that will be carried out by la Société d'énergie de la Baie James in the area north of the 55th parallel or in the area of the Caniapiscau Reservoir. For such work, la Société d'énergie de la Baie James shall cooperate with the Naskapi Native party in the development and implementation of on the job training programs designed to upgrade the skills of Naskapi persons who are or might be employed in the carrying out of work by la Société d'énergie de la Baie James.

#### 6.3 CLEARING OF THE CANIAPISCAU RESERVOIR

The clearing of the Caniapiscau Reservoir shall be carried out taking into consideration the clearing objectives of Schedule 2 to Section 8 of the James Bay and Northern Québec Agreement. It is understood that la Société d'énergie de la Baie James shall have the final decision as to the extent of the selective clearing of the Caniapiscau Reservoir and shall pay for all said clearing work. The Naskapi Native party shall have the right to submit briefs to la Société d'énergie de la Baie James regarding the clearing of the Caniapiscau Reservoir to facilitate the hunting, fishing and trapping activities of the Naskapis of Québec as provided for in the Hunting, Fishing and Trapping Regime referred to in paragraph 15.2.1.

#### 6.4 WATER SPILLING IN THE CANIAPISCAU RIVER

Should the estimated spring run-off for any one year indicate that spilling in the Caniapiscau River may be required at the diversion point, la Société d'énergie de la Baie James undertakes to distribute the spills over the longest practical period to minimize the peak discharges.

Whenever such spills have taken place, la Société d'énergie de la Baie James shall furnish to the Naskapi Native party the details of such spills and daily discharge records. In

controlling the seasonal variations of water levels in the Caniapiscou Reservoir of Le Complexe La Grande (1975) ecological considerations shall be taken into account.

#### 6.5 ENVIRONMENTAL EXPERT COMMITTEE OF LA SOCIÉTÉ D ÉNERGIE DE LA BAIE JAMES

La Société d énergie de la Baie James shall carry out and pay for its normal environmental program including impact assessments and remedial works to be studied, decided, planned, executed and supervised through its normal administrative procedure.

In order to be advised, la Société d énergie de la Baie James has formed an Environmental Expert Committee which will submit its recommendations to la Société d énergie de la Baie James Management Committee and, when appropriate, to the board of directors, which makes the final decision as to the implementation of these recommendations.

When this committee of experts studies matters related to the mandate of the Caniapiscou-Koksoak joint study group referred to in paragraph 6.2.1, or any recommendation of said joint study group or any remedial work considered in connection with the construction of the Caniapiscou Reservoir, la Société d énergie de la Baie James shall invite the member of the Caniapiscou-Koksoak joint study group appointed by la Société d énergie de la Baie James pursuant to the recommendation of the Naskapi Native party to attend the meeting but he shall participate in the discussions on said matters only.

The said invited member shall be remunerated for the time spent on the business of the Environmental Expert Committee in accordance with the provisions of subparagraph 6.2.1.3. The appropriate administrative procedures of la Société d énergie de la Baie James shall apply in this respect.

#### 6.6 FORTUITOUS EVENT

There shall be no liability under the present Agreement for any party hereto in case of events beyond the control of such party and in case of fortuitous events, that is to say, any unforeseen event caused by superior force which it was impossible to resist. Without limiting the foregoing, fortuitous events shall include an act of public

enemies, war, invasion, insurrection, riot, civil disturbance, labour strike and other similar events.

#### 6.7 RELEASE

In consideration of and subject to the benefits and undertakings in favour of the Naskapis of Québec contemplated by the present Agreement and except as otherwise provided for in the present Agreement, the Naskapis of Québec in respect to Le Complexe La Grande (1975) hereby release la Société d'énergie de la Baie James and/or la Commission hydroélectrique de Québec (Hydro-Québec) and/or la Société de développement de la Baie James of all claims, damages, inconvenience and impacts of whatever nature related to the hunting, fishing and trapping of the Naskapis of Québec and related activities and to their culture and traditional ways that may be caused by the construction, maintenance and operation of Le Complexe La Grande (1975), except however that such release shall not apply to the utilization by the Naskapis of Québec of wildlife resources north of the 55th parallel insofar as such utilization may be affected by the Caniapiscau diversion.

#### 6.8 APPLICATION OF LAWS OF CANADA

Notwithstanding anything in this section, the laws of Canada, from time to time in force, shall continue to apply to all development contemplated within the terms of this section insofar as such laws are applicable to such development.

Canada acknowledges that the project and its components, as presently described in Schedule 1 of Section 8 of the James Bay and Northern Québec Agreement, are in substantial conformity with the requirements of applicable federal laws and regulations and consents to its construction in accordance with said description insofar as such consent is required.

#### 6.9 AMENDMENTS

This section, except subsections 6.1, 6.3 and 6.8, may be amended with the consent of la Société d'énergie de

la Baie James, la Commission hydroélectrique de Québec (Hydro-Québec) and the Naskapi Native party.

Subsections 6.1 and 6.3 may be amended with the consent of la Société d'énergie de la Baie James, la Commission hydroélectrique de Québec (Hydro-Québec), the Naskapi Native party and the Cree Native party.

Subsection 6.8 may be amended with the consent of la Société d'énergie de la Baie James, la Commission hydroélectrique de Québec (Hydro-Québec), the Naskapi Native party and Canada.

NORTHEASTERN QUEBEC AGREEMENT

SECTION 7

LOCAL GOVERNMENT OVER CATEGORY 1A-N LANDS

- 7.1 Subject to all other provisions of the present Agreement, Canada agrees to recommend to Parliament suitable legislation or, where authorized by legislation, adopt suitable orders-in-council or regulations concerning local government for the Naskapis of Québec on Category IA-N lands.

Such legislative measures shall include provisions:

- 7.1.1 for the incorporation of the Naskapi band and the extension of the corporate membership to include all Naskapis of Québec eligible to benefit under the present Agreement;
  - 7.1.2 for the establishment of a band council and, subject to the provisions of subsection 20.28, provisions for its election and term of office as well as the filling of vacancies and contestation of elections; there shall also be provisions that the powers of the incorporated band shall be exercised through the band council and that the band shall have the option of electing or appointing its chief and councillors according to band custom, which shall apply to the extent that it is compatible with the corporate structure of the band. Such band customs shall be set out in the by-laws of the band and such by-laws shall be subject to the approval of the Minister of Indian Affairs and Northern Development;
  - 7.1.3 for powers of the band council, which shall include these powers under the existing sections 28 (2), 81 and 83 of the Indian Act and all or most of the powers exercised by the Governor-in-Council under section 73 of the Indian Act as well as certain non-governmental powers;
  - 7.1.4 for powers of taxation for community purposes, in such manner and to such extent as may be agreed upon;
  - 7.1.5 establishing the right of use of the individual Naskapi in a given plot of land, limiting the rights of the individual to the use of one lot for residential purposes;
- governing the allotment of additional land for non-residential purposes;
- governing the right to take land for community purposes and the right to compensation for improvements where land is taken for community purposes;

- 7.1.6 for the regulation and licensing of business activities, trades, occupations, merchants and work on Category IA-N lands;
  - 7.1.7 for tax exemptions which shall be the same as those provided by the Indian Act or other acts of Canada applying from time to time to Indians registered under the Indian Act, which shall apply to Indians registered under the Indian Act who reside on Category IA-N lands;
  - 7.1.8 for exempting from seizure Category IA-N lands and Naskapi property thereon, similar to those extended to other Indians as provided for in the Indian Acts unless otherwise agreed upon with respect to said Naskapi property;
  - 7.1.9 governing residence on Category IA-N lands;
  - 7.1.10 governing access to Category IA-N lands;
  - 7.1.11 governing the granting by the band of leases, of servitudes, of usufructs and other rights of use and occupation on Category IA-N lands to any persons whatsoever;
  - 7.1.12 relating to public works by the band;
  - 7.1.13 for defined powers relating to land use and environmental and social protection;
  - 7.1.14 for powers of the band council relating to the protection and use of natural resources consistent with and subject to applicable laws and regulations and in conformity with the terms of the present Agreement;
  - 7.1.15 for the general powers of the Minister of Indian Affairs and Northern Development to supervise the administration of Category IA-N lands;
  - 7.1.16 for such other powers as may be incidental or ancillary, or both, to the exercise of local government or to the implementation of the present Agreement.
- 7.2 Discussions shall take place forthwith upon the execution of the present Agreement between Canada and the council of the Naskapi band to determine, in accordance with paragraphs 7.1.1 to 7.1.16 inclusive, the terms of the legislative measures contemplated by this section to be so taken. Until such measures are implemented, the Indian Act shall apply to such lands, subject to all other provisions of the present Agreement.



- 7.3 This section can be amended only with the consent of Canada and the Naskapi Native party.

NORTHEASTERN QUEBEC AGREEMENT

SECTION 8

NASKAPI LOCAL AUTHORITY OVER

CATEGORY IB-N LANDS

- 8.1 The Category IB-N lands shall be constituted as a municipality. The Naskapis of Québec shall be incorporated as a municipal corporation that shall exercise the jurisdiction conferred upon it pursuant to the present section over the Category IB-N lands.
- 8.2 The municipal corporation shall be represented on the council of the Kativik Regional Government, established pursuant to Section 13 of the James Bay and Northern Québec Agreement, by the mayor of the municipal corporation, who shall be a regional councillor within the meaning of said Section 13.
- 8.3 The council of the municipal corporation shall be composed of the persons in office as members of the council of the corporation having jurisdiction over Category IA-N lands.
- However, if any such person is not resident on Category I-N lands, such a person cannot be a member of the council of the municipal corporation. If a member of the council of the municipal corporation ceases, during the term of his mandate, to be resident on Category I-N lands, he shall retain his office until the expiration of such term.
- If a vacancy should occur in the council of the municipal corporation, the remaining members of the council shall fill such vacancy by appointing to the council a person resident on Category I-N lands.
- 8.4 The language of communication of the municipal corporation shall be in accordance with the laws of general application in Québec. In addition, every person may address the municipal corporation in Naskapi and the municipal corporation shall ensure that such person can obtain available services front and can communicate with it in Naskapi.
- 8.4.1 In the sittings of the council of the municipal corporation, whoever has a right to be heard may use Naskapi at his option.
- 8.4.2 The council of the municipal corporation shall have the right to make copies of its books, records, notices and proceedings or extracts thereof, of the said corporation, in Naskapi.

- 8.5 Subject to this section, the provisions which shall apply to the municipality and to the municipal corporation shall be substantially the same as those that will apply to the corporations contemplated in Section 10 of the James Bay and Northern Québec Agreement with such appropriate modifications as may be agreed upon between the Naskapi Native party and Québec.
- 8.6 This section can be amended only with the consent of Québec and the Naskapi Native party with the exception of subsection 8.2 which in addition shall require the consent of the Inuit Native party.

Legislation enacted to give effect to this section may be amended from time to time by l'Assemblée nationale.

# NORTHEASTERN QUEBEC AGREEMENT

## SECTION 9

### TRANSITIONAL MEASURES

- 9.1 During the Transitional Period specified in section 2, notwithstanding the provisions of subsection 2.5 which precede paragraph 2.5.1, the following shall apply to the extent and in the manner that the provisions of the present Agreement relating to the following permit:
- 9.1.1 section 3;
- 9.1.2 Canada and Québec shall pay for the benefit of the Naskapis of Québec the amounts of compensation specified in subsection 16.1. Until the creation of the Corporation provided for in section 17, such amounts shall be paid to a financial institution in Québec mutually acceptable to Québec, Canada and to the Naskapi Native party, for the benefit of the Naskapis of Québec, pursuant to trust arrangements acceptable to Canada, Québec and the Naskapi Native party, the whole taking into account the provisions of subsection 16.5. Upon the creation of the Corporation provided for in section 17, such amounts held in trust shall be paid to the said Corporation for the benefit of the Naskapis of Québec, and Québec shall thereafter pay to the said Corporation, for the benefit of the Naskapis of Québec, such further amounts of compensation to which they shall be entitled in accordance with the provisions of subsections 16.1 and 16.5. Notwithstanding the foregoing, if for any reason whatsoever the present Agreement does not come into force as provided for in section 2, the said amounts of compensation deposited in trust, but not the interest therefrom, shall be reitthured, without further formality, to Canada and Québec, according to the amount each has deposited;
- 9.1.3 the Naskapi Native party shall be entitled to receive, retain and use the interest, when same becomes due, earned on the compensation held in trust as provided in paragraph 9.1.2, as well as the interest referred to in paragraph 16.1.5 and subsection 16.3, to be used for the purposes contemplated by subsection 17.7 notwithstanding that the Corporation contemplated by section 17 shall not have been created;

- 9.1.4 section 4;
- 9.1.5 until the coming into force of the present Agreement, Québec undertakes not to alienate, cede, transfer, or otherwise grant rights respecting Block Pearce, Block Cartier and Block Matemace, as defined in section 20, or respecting Block Tait, as defined in section 5. Nevertheless, those rights, including the establishment of public servitudes, which Québec could, in accordance with section 5, alienate, cede, transfer, grant or establish may be alienated, ceded, transferred or otherwise granted during this period;
- 9.1.6 with respect to the areas that may become Category I-N lands, from the coming into force of the present Agreement until the determination of Category I-N lands and thereafter with respect to the said determined lands, the parties agree to act, to the extent possible, as if the provisions of section 5 were in effect. With respect to Category II-N lands, from the approval of the present Agreement, the parties agree to act, to the extent possible, as if the provisions of section 5 were in effect;
- 9.1.7 section 6;
- 9.1.8 the Naskapis of Québec undertake that no legal proceedings will be instituted having as an object the halting of works being carried out substantially in accordance with the Caniapiscau Diversion portion of le Complexe La Grande (1975) or having as an object the halting of works for any reason whatsoever of any other portion of the said le Complexe La Grande (1975);
- the Naskapis of Québec agree that they shall not institute any legal proceedings relating to the James Bay Project or relating to any matters contemplated by the proceedings in the case of Kanatewat et al. vs. James Bay Development Corporation et al. (05-04840-72, 05-04841-72). The Naskapis of Québec further agree not to institute legal proceedings relating to Transitional Measures referred to in the present Agreement except for those Transitional Measures in effect after

the present Agreement has come into force in accordance with subsection 2.5;

- 9.1.9 subsection 7.2, and, after the coming into force of the present Agreement, when Category IA-N lands are determined in accordance with the provisions of section 20, the other provisions of section 7;

after the coming into force of the present Agreement, section 8 when Category IB-N lands are determined in accordance with the provisions of paragraph 5.1.3;

- 9.1.10 the provisions of section 10, 11 and 12 susceptible of being implemented, to the extent possible;

- 9.1.11 if Block Pearce, as defined in section 20, is determined pursuant to the provisions of section 20 to be the site of the permanent residence of the Naskapis of Québec, then, in addition to the Matimekosh Reserve, as defined in section 20, which they may continue to occupy, enjoy and use until the surrender contemplated in subsection 20.24 takes effect, the Naskapis of Québec may after such determination occupy, enjoy and use that portion of said Block Pearce which is not included in the Matimekosh Reserve;

if the Naskapis of Québec are to relocate pursuant to the vote provided for in section 20, then, after such vote, in addition to said Matimekosh Reserve which they may continue to occupy, enjoy and use until the surrender contemplated in subsection 20.24 takes effect, the Naskapis of Québec may also, from the coming into force of the present Agreement, enjoy and use, in accordance with the provisions of the present Agreement, the lands determined to become the Category IA-N lands;

- 9.1.12 From the coming into force of the present Agreement and until the determination of Category IB-N lands in accordance with paragraph 5.1.3, the Naskapis of Québec shall be permitted to enjoy and use Block Tait shown in schedule 4 of section 4. Once Category IB-N lands are determined, then, thereafter, providing the present Agreement is already in force or, if not, from the date of the coming into force of the present Agreement, the Naskapis shall be permitted to enjoy and use

such determined area. The enjoyment and use contemplated



by the present paragraph shall not be inconsistent with the type of enjoyment and use that the Naskapis shall have once these lands are granted to them;

- 9.1.13 subsection 14.1, upon the coming into force of both the present Agreement and the laws or regulations required to apply said subsection;
- 9.1.14 the Naskapis of Québec shall have the exclusive right to hunt, fish and trap on Category II-N lands;
- 9.1.15 upon both the present Agreement and the legislation required to implement section 15 coming into force, all the provisions of section 15 shall apply;
- 9.1.16 notwithstanding paragraph 9.1.15, paragraph 15.5.6 and subsections 15.6, 15.10 and 15.14, upon the present Agreement coming into force;
- 9.1.17 until the coming into force of the present Agreement the Naskapi Native party shall appoint two (2) persons who shall be entitled to attend, as non-voting observers, the meetings of the Coordinating Committee established pursuant to Section 24 of the James Bay and Northern Québec Agreement. The members of the Coordinating Committee shall cooperate with the said two (2) observers and, to the extent possible, shall not jeopardize the rights that the Naskapis of Québec have during the Transitional Period and which they shall have when the present Agreement is in force;
- 9.1.18 subsection 16.2 upon the present Agreement coming into force;
- 9.1.19 subsections 16.4 and 16.5;
- 9.1.20 paragraph 16.6.1 and the recommendation referred to in paragraph 16.6.2;
- 9.1.21 the Corporation contemplated by section 17 may be created once the present Agreement is in force;
- 9.1.22 section 18;
- 9.1.23 section 19, to the extent the provisions thereof are not in conflict with the laws and regulations of Québec,

as amended from time to time;

9.1.24 section 20, except for subsections 20.28.

NORTHEASTERN QUEBEC AGREEMENT

SECTION 10

HEALTH AND SOCIAL SERVICES

- 10.1 For the purposes of the present section, the expressions "health services" and "social services" have the same meaning that they have in la loi de l'organisation des services de santé et des services sociaux du Québec (L.Q. 1971, c. 48)
- 10.2 The laws of general application respecting health services and social services shall apply to the Naskapis of Québec residing on Category IA-N lands. Nevertheless, when such laws are inconsistent with the provisions of the present section, the provisions of the present section shall prevail.
- 10.3 Upon the Naskapis of Québec establishing their permanent residence for the purposes of the present Agreement, on Category IA-N lands, pursuant to section 20, the Naskapi Native party shall establish a Health and Social Services Consultative Committee (hereinafter referred to as the "Consultative Committee").
- Such Consultative Committee shall be composed of three (3) Naskapi volunteers residing on Category IA-N lands. The Consultative Committee shall represent the Naskapis of Québec residing on Category IA-N lands with respect to the Schefferville Hospital Centre, the Community Health Department (D.S.C.) and the Social Services Centre (C.S.S.) concerned in the health and social services offered to the Naskapis of Québec.
- 10.4 Upon the approval of the present Agreement, the Naskapi Native party may establish a provisional Health and Social Services Consultative Committee, composed of three (3) volunteer members of the Naskapi band appointed by the Naskapi Native party to represent the Naskapis of Québec with respect to the health and social services delivered by Québec to the Naskapis of Québec.
- 10.5 Québec, through the intermediary of the ministère des Affaires sociales, undertakes to consult the Consultative Committee before modifying any program relating to the health and social services offered to the Naskapis of Québec. Québec also undertakes to submit to the Committee, at the end of

the first year of the existence of the Committee and thereafter once each year, a report describing the state of health and the social conditions of the Naskapi community contemplated in section 20, as they are reflected by the health diagnoses and by the health and social services personnel attached to the establishments concerned.

- 10.6 The Schefferville Hospital Centre shall be authorized, by virtue of an agreement with the Community Health Department concerned, to deliver the full range of health services to the Naskapis of Québec. First and second line social services shall be delivered by the Social Service Centre concerned.

These provisions shall apply to the extent that these services are delivered by Québec.

- 10.7 The provisional Consultative Committee, and thereafter the Consultative Committee, shall submit to the establishments concerned and to the organizations operating within the Social Affairs network recommendations concerning the orientation and evaluation of health and social services offered to the Naskapis of Québec, and, if necessary, may formulate grievances and lodge complaints.
- 10.8 The Regional Health and Social Service Council (C.R.S.S.S.) concerned undertakes to solicit the collaboration of the Consultative Committee with respect to all work or studies relating to the health and social services offered to the Naskapis of Québec.
- 10.9 Any meeting between the provisional Consultative Committee, and thereafter the Consultative Committee, and the establishments or organizations operating within the Social Affairs network shall be arranged pursuant to a written request detailing, among other matters, those to be placed on the agenda for discussion at the meeting.
- 10.10 Until the Naskapis of Québec establish their permanent residence on Category IA-N lands, Canada and Québec shall continue to offer to the Naskapis those health and social services presently offered (see details in schedules 1 and 2 of the present section) in accordance with the terms and conditions existing at the time of the execution of the present Agreement or in accordance with the terms and conditions to be agreed upon between Canada and Québec from the time of the execution of the present Agreement to the time when the Naskapis establish their permanent residence on Category IA-N lands.

- 10.11 Upon the Naskapis of Québec establishing their permanent residence on Category IA-N lands, Québec shall undertake, with the appropriate resources, to assume and to deliver to the Naskapis of Québec the full range of health and social services, according to the needs of the Naskapis residing on Category IA-N lands. Consequently, Canada shall desist from its responsibilities with respect to the health and social services that it was offering until such time.
- 10.12 The number of Naskapis residing on Category IA-N lands and the location of these lands in relation to the existing health and social services in the vicinity, apart from the health indicators and socio-economic indicators, shall be determining factors in evaluating the needs of the Naskapis in matters of health and social services and in determining the terms and conditions upon which these services shall be delivered.
- 10.13 The budget relating to health and social services offered to the Naskapis residing on Category IA-N lands shall be a protected budget within the global budget allocated to each of the establishments concerned, in that it cannot be spent for purposes other than those contemplated.

The actual costs for the 1976-1977 fiscal year, in as much as they represent the full range of health and social services presently offered to the Naskapis of Québec by Canada and Québec, shall be used as the basis for the establishment of the budget. This budget shall be modified in accordance with demographic changes in the Naskapi community, the cost of services specified in schedule 1 and the evolution of Québec programs offered to the general population.

This budget shall also include funds to ensure the delivery of services which are not normally offered to the general population of Québec, but which Canada currently offers to the Naskapis.

- 10.14 The budget contemplated by subsection 10.13 is subject to approval by the ministre des Affaires sociales.
- 10.15 In the event that the Naskapis decide to relocate in accordance with section 20, the cost of the physical facilities

to be used by the health and social services personnel on Category IA-N lands shall be provided equally by Canada and Québec, each to a maximum of seventy five thousand dollars (\$75,000.00). The share of Québec shall be part of its contribution for the relocation contemplated in section 20.

These facilities shall be the property of Québec and shall be physically integrated into the community structures on Category IA-N lands.

The required furnishing and equipping of these facilities shall be provided by Québec according to the needs recognized by, and according to the standards of, the ministère des Affaires sociales.

- 10.16 The physical facilities mentioned in subsection 10.15 shall be designed so that the personnel required to deliver the first line health and social services referred to in schedule 3 to this section may be lodged therein on a permanent or occasional basis, according to circumstances.
- 10.17 In the event that the Naskapis of Québec decide to remain on Block Pearce, Québec shall determine the terms and conditions by which the health and social services may most appropriately be delivered to the Naskapis of Québec.
- 10.18 At the commencement of each budgetary year, the various establishments operating within the Social Affairs network involved in delivering the health and social services offered to the Naskapis shall inform the Consultative Committee of the funds budgeted pursuant to the provisions of the present section and available for the services to be delivered.
- 10.19 The Consultative Committee shall have the opportunity to make suggestions and recommendations in regard to the hiring of health and social services personnel hired principally for the purpose of delivering health and social services on Category IA-N lands.
- 10.20 Québec undertakes to progressively encourage the training of Naskapi personnel for the health and social services for the Naskapis living on Category IA-N lands.
- 10.21 The provisions of this section can be amended only with the consent of Québec, the Naskapi Native party and of

Canada until the Naskapis of Québec have established their permanent residence on Category IA-N lands pursuant to section 20. Thereafter, only the consent of Québec and the Naskapi Native party shall be required.

Legislation enacted to give effect to the provisions of this section may be amended from time to time by l'Assemblée nationale.



SECTION 10 - SCHEDULE 1

NATURE OF SERVICES	RESPONSIBLE DEPARTMENT OR FACILITY
<p>1. Public health and community services the main objectives of which are set forth in Schedule 2.</p> <p>1.1 maternal and child health</p> <p>1.2 school health</p> <p>1.1 infectious diseases control~</p> <p>1.4 dental health</p> <p>1.5 mental health</p> <p>1.6 chronic diseases and geriatrics</p> <p>1.7 alcohol and drug abuse</p> <p>1.8 nutrition</p> <p>1.9 health education</p> <p>1.10 accident prevention</p>	<p>Department of National Health and Welfare (Canada)</p>
<p>2. Other Services*</p> <p>2.1 dental care for non-insured services</p> <p>2.2 drugs and medical supplies</p> <p>2.3 hospitalization for non- insured services</p> <p>2.4 prosthetics (including glasses and dentures) for non-insured services</p> <p>2.5 escort and patient transportation on approval of the physician or the nurse</p> <p>2.6 custodial and institutional care (medical cases not covered by the government of Quebec)</p> <p>2.7 clothing for long term patients in hospitals or foster homes</p> <p>3. Treatment Services</p> <p>3.1 obstetrical clinic</p>	<p>Department of National Health and Welfare (Canada)</p>

NATURE OF SERVICES	RESPONSIBLE DEPARTMENT OR FACILITY
3.2 all other hospital services normally covered by Quebec Hospital Insurance	Schefferville Hospital
3.3 medical services covered by the Régie de l'Assurance-maladie du Québec (R.A.M.Q.)	Hospital Center outpatient departments and physicians* private consulting offices
4. Social Services	The Department of Indian Affairs and Northern Development and the Social Service Center concerned
4.1 First line: - utility social services - auxiliary social services -restorative social services	
4.2 second line: - specialized services	

\* According to the criteria of Canada, which are as follows:

- S the patient or applicant must be listed on a register for an Indian Reserve, which list has been approved by the Registrar of Indian Affairs in Ottawa.
- S the patient or applicant must be considered indigent, that is, he must be judged to be reasonably incapable, after an evaluation, of being able to afford to pay for the required services without the financial assistance sought, or so isolated that the costs of transportation associated with procuring necessary treatment would place such care beyond normal economic means.
- S in such a case, the services shall be offered completely without charge or partially without charge, according to the extent of indigency of the patient or of the applicant.
- S for the costs to be incurred, the patient or the applicant cannot. be considered an indigent as herein above defined if the costs can be recovered from an agency of Québec, the Department of Veterans Affairs, the Workmen\*s Compensation Board, an insurance or otherwise.
- S when the patient or applicant has established residence away from a Reserve (within the meaning of the Indian Act) for a period long enough to qualify him for assistance from a provincial, municipal or any other organization, he generally ceases to be eligible for assistance to cover Medical Services.

SECTION 10 - SCHEDULE 2MAIN OBJECTIVES OF COMMUNITY AND PUBLIC HEALTH SERVICES LISTED IN SCHEDULE

PROGRAMS	MAIN OBJECTIVES
1. Maternal and child health	to improve maternal and child health by reducing maternal morbidity and mortality in the pen-natal period as well as infant morbidity and mortality. To promote and improve the physical and mental state of health of preschoolers
2. School health	to improve and maintain the physical and mental health of the school population
3. Infectious disease control	to reduce the incidence of infectious diseases
4. Dental health	to improve the dental health of the Indian population by providing or arranging for the dental services necessary to prevent dental diseases and maintain oral health
5. Mental health	to promote the mental health of the entire community and of the individuals therein
6. Chronic diseases and geriatrics	to provide maximal conditions for the chronically ill and the elderly to function to the extent of their autonomy
7. Alcohol and drug abuse	to stimulate the population's awareness of the problems associated with alcohol and drug abuse
8. Nutrition	to inform the population of the importance of good nutrition
9. Health education	to encourage personal hygiene and activities which will improve the population's physical, psychological and social welfare
10. Accident prevention	to provide general information on accident prevention for the benefit of the entire population

SECTION 10 - SCHEDULE 3

1. For the purposes of the present Agreement, the first line health and social services shall include:
  - the daily services of a clinical or public health nurse, who shall not necessarily be hired on a full time basis or be expected to take up permanent residence;
  - the regular first line services of a social service agent, to be provided locally, but not necessarily on a full-time basis;
  - whenever necessary, the services of a general practitioner.
2. The second line services shall include:
  - whenever necessary, the services of a social worker;
  - whenever necessary, the services of medical specialists and dentists;
  - specialized or non-specialized hospital services.

# NORTHEASTERN QUEBEC AGREEMENT

## SECTION 11

### EDUCATION

- 11.1 Education services for the Naskapis of Québec shall be assured by the establishment of a school (hereinafter referred to as the "Naskapi school"), to serve the needs of the Naskapis of Québec residing on Category IA-N lands in the manner provided in this section.

With respect to children residing on Category IA-N lands who are not Naskapis of Québec, le ministre de l'éducation du Québec shall take appropriate measures to provide education for them in the Naskapi school or in another school.

- 11.2 The general administration of the Naskapi school shall be carried out by la Commission scolaire régionale Eastern Québec (hereinafter referred to as the "Regional School Board").
- 11.3 Québec may, at any time, by order-in-council, designate another school board to assume, with respect to the Naskapi school, the responsibilities assigned by this section to the Regional School Board.
- 11.4 The Education Act (R.S.Q. 1964, c. 235) and its regulations and all other applicable Québec laws and regulations of general application, as amended from time to time, shall apply to the Naskapis of Québec, save where these laws and regulations are inconsistent with this section, in which event the provisions of this section shall prevail.
- 11.5 Upon the Naskapis of Québec establishing their permanent residence on Category IA-N lands pursuant to section 20, a Naskapi Education Committee shall be established (hereinafter referred to as the "Committee").
- 11.5.1 The Committee shall be composed of five (5) members, of whom four (4) shall be elected, and of whom one (1) shall be appointed by the Naskapi Native party.
- 11.5.2 The qualifications for being eligible to vote for and to hold office as a member of the Committee shall be:
- 11.5.2.1 to be a resident of the Naskapi community recognized by Québec pursuant to section 20;
- 11.5.2.2 to be 18 years of age, or over;
- 11.5.2.3 not to be affected by legal incapacity;

- 11.5.2.4 to be eligible pursuant to section 3.
- 11.5.3 The members of the Committee shall be elected or appointed, as the case may be, for a term of two (2) years. Two (2) of the first members elected or appointed shall serve for one (1) year with the first Committee members having such abbreviated terms of office being chosen by the drawing of lots at the first meeting of the Committee.
- 11.5.4 If, during his term of office, the member of the Committee appointed by the Naskapi Native party dies, becomes incapacitated, resigns or loses any of the qualifications for office specified in paragraph 11.5.2, the Naskapi Native party will appoint a successor for the unexpired portion of the term of office.
- 11.5.5 If, during his term of office an elected member dies, becomes incapacitated, resigns or loses any of the qualifications for office specified in paragraph 11.5.2, the remaining members of the Committee shall, within sixty (60) days, appoint a successor for the unexpired portion of the term of office, failing which le ministre de l'Éducation du Québec may effect said appointment.
- 11.5.6 The election of members to the Committee shall be in accordance with the customs and usages of the Naskapis of Québec and shall be supervised by the Naskapi Native party. The Naskapi Native party shall determine the date for the first election.
- 11.6 Upon the approval of the present Agreement, the Naskapi Native party shall appoint five (5) Naskapis to a provisional Naskapi Education Committee (hereinafter referred to as the "provisional committee"). The Naskapi Native party may from time to time replace any such appointee. The provisional committee shall cease to exist when the Naskapis of Québec have established their permanent residence on Category IA-N lands. For the purposes of this section, the provisional committee shall have the following duties and exercise the following powers, subject to budgetary restrictions:
- 11.6.1 to appoint a provisional Naskapi Education Coordinator who shall act as secretary to the provisional committee and as liaison officer between the provisional committee and the educational institutions involved in the education of Naskapis, and who shall fulfil such other duties as may be assigned to him by the provisional committee,

particularly with regard to the preparation for implementing the provisions of this section. The salary of the provisional Naskapi Education Coordinator shall be in accordance with the administrative and salary policy of le ministère de l'Éducation du Québec. The salary of the provisional Naskapi Education Coordinator and his expenses approved by le ministère de l'Éducation du Québec shall be provided by Québec and shall be borne by Canada and Québec in the proportions indicated in subsection 11.24;

- 11.6.2 to collaborate with le ministre de l'Éducation du Québec as provided in subsection 11.11.
  
- 11.7 The Committee shall appoint, subject to approval as to professional qualifications by le ministre de l'Éducation du Québec, a Naskapi Education Coordinator.
  - 11.7.1 The Naskapi Education Coordinator shall be the Principal of the Naskapi school.
  - 11.7.2 The Naskapi Education Coordinator shall be Secretary and Administrative Officer of the Committee and as such shall be responsible to the Committee, implement the plans and policies of the Committee, and shall act as liaison officer for the Committee with the Regional School Board and le ministère de l'Éducation du Québec.
  
- 11.8 The Committee shall perform with respect to the Naskapi school the consultative functions assigned to school committees by the Education Act. Its chairman shall be entitled to sit on the parents' committee of the Regional School Board. In addition, the Committee shall have the following duties, and exercise the following powers, with respect to the Naskapi school, subject to budgetary restrictions:
  - 11.8.1 to determine the school calendar of the Naskapi school, subject to the total number of school days per year required by laws and regulations;
  - 11.8.2 to develop the content of courses designed to preserve the Naskapi language and culture;
  - 11.8.3 to determine the number of years of secondary school instruction to be offered at the Naskapi school, provided that courses beyond the Secondary II level shall be offered only with the written approval of le ministre de l'Éducation du Québec;



- 11.8.4 to participate in the selection procedure and to make recommendations in regard to the engagement, re-engagement and transfer of personnel attached to the Naskapi school, including teachers, non-teaching professionals and support staff, subject to the salary policy and collective agreements in force for schools under the jurisdiction of the Regional School Board;
- 11.8.5 to recommend to the Regional School Board policies for the placing in other secondary schools of Naskapi students residing on Category IA-N lands, particularly with regard to the choice of schools and traveling and boarding policies for Naskapi students obliged to attend schools outside the Naskapi community contemplated by section 20;
- 11.8.6 to determine annually the date when the election of members of the Committee shall take place;
- 11.8.7 and, subject to the approval of le ministre de l'Éducation du Québec and after consultation with the Regional School Board:
  - 11.8.7.1 to initiate projects for the development of programs, textbooks and teaching materials appropriate for the Naskapis of Québec;
  - 11.8.7.2 to propose the introduction of new content of courses on an experimental or permanent basis;
  - 11.8.7.3 to determine the number of teachers required in the Naskapi school;
  - 11.8.7.4 to determine the use of standardized tests.
- 11.9 Subject to budgetary provisions herein provided, which shall apply with respect to all provisions of this section, the Naskapi school shall be built by the Regional School Board on a site on Category IA-N lands proposed by the Naskapi local authority and acceptable to Québec. This site shall be allocated to Québec for a nominal sum. The Naskapis shall participate in the planning of the Naskapi school and such planning, subject to the approval of le ministre de l'Éducation du Québec, shall take into account the special needs of Naskapi students, the most recent population forecast for Naskapis and the provisions of this section.

- 11.10 The Naskapi school shall be built only after the present Agreement has come into force and after the permanent residence of the Naskapis of Québec for the purposes of the present Agreement has been determined in accordance with the provisions of section 20 and after the number of Naskapis of Québec who will reside on Category IA-N lands has been determined in a manner satisfactory to le ministre de l'Éducation du Québec.
- 11.11 Subject to subsection 11.24, pending the building of the Naskapi school, le ministre de l'Éducation du Québec will study with the provisional committee the provision for the Naskapis of temporary education facilities and services in Schefferville, and Québec will incur capital expenditures only for those facilities and services that, in the opinion of the minister, will serve a useful purpose once the Naskapi school has been built.
- 11.12 The provisional committee shall submit recommendations for the proper organization and operation of any such temporary facilities and shall perform such functions assigned to it by le ministre de l'Éducation du Québec.
- 11.13 The Naskapi school shall offer programs at the kindergarten and elementary levels, and, subject to obtaining budgetary approval from Le ministre de l'éducation du Québec, such secondary education levels as may be determined by the Committee in accordance with paragraph 11.8.3, for the children of all Naskapis of Québec residing on Category IA-N lands. Pre-kindergarten programs may also be offered subject to Québec regulations with respect thereto.
- 11.14 The Naskapi school will offer, as required, and according to the policies in effect of le ministère de l'Éducation du Québec, special courses to Naskapi adults residing on category IA-N lands as well as special remedial programs for Naskapi children who have not completed their secondary education.
- 11.15 The budget of the Naskapi school shall be prepared annually by the Committee. It shall then be submitted for approval to le ministre de l'Éducation du Québec prior to its incorporation in the global budget of the Regional School Board. The said annual budget shall include:
- 11.15.1 the Naskapi school's share of the administrative costs of

the Regional School Board;

- 11.15.2 all costs for administration, instruction, student services, auxiliary services, transportation, building repair and maintenance and debt service directly connected with the operation of the Naskapi school;
  - 11.15.3 the cost of an adult education program for Naskapis residing on Category IA-N lands;
  - 11.15.4 the cost of training programs for teachers in service and any other training programs organized specifically for the Naskapi school;
  - 11.15.5 the cost of tuition fees, boarding and traveling allowances for Naskapi secondary students residing on Category IA-N lands placed, by the Regional School Board, for study in schools which as a result of their location make it necessary for said students to live outside of Category IA-N lands;
  - 11.15.6 the cost of maintaining for Naskapis of Québec residing Category IA-N lands the post-secondary education services and benefits available to the Naskapis of Québec on the date of the approval of the present Agreement;
  - 11.15.7 the net cost (total cost less rental revenue) of residences provided for under subsection 11.16;
  - 11.15.8 the remuneration payable to members of the Committee equal to the amounts payable to trustees of corporations of trustees having from 250 to 500 pupils;
  - 11.15.9 the salary and expenses of the Naskapi Education Coordinator in accordance with the administrative and salary policies of le ministère de l'Éducation du Québec;
  - 11.15.10 the cost of necessary translation services.
- 11.16 Residences shall be provided by the Regional School Board for the Naskapi Education Coordinator and for teachers at the Naskapi school if recruited from outside the Schefferville area. The Naskapi Education Coordinator and such teachers shall pay a rent which is fixed by the Regional School Board in accordance with the norms applying in the northern areas of Québec.

- 11.17 If qualified Naskapis are not available, le ministre de l'éducation du Québec may authorize the engagement of Naskapis as teachers at the Naskapi school notwithstanding that such Naskapis might not possess the standard qualifications of le ministère de l'éducation du Québec.
- 11.18 In consultation with the Committee, le ministre de l'Éducation du Québec will make available special courses and training programs to qualify Naskapis as teachers and for non-Naskapi teachers newly assigned to the Naskapi school. Whenever possible, such special courses and training programs will be conducted in the Naskapi school.
- 11.19 The teaching languages for the Naskapis of Québec attending the Naskapi school shall be Naskapi and the other teaching languages in use in the Naskapi community in the Territory on the date of the signing of the present Agreement. The Naskapis of Québec shall have as an objective the use of French as a teaching language so that pupils graduating from the Naskapi school will, in the future, be capable of continuing their studies in French in a school, college or university elsewhere in Québec, if they so desire. The Committee shall determine the rate of introduction of French and English as teaching languages.
- 11.20 Québec and Canada shall jointly ensure the continuation of existing educational services and programs presently available to the Naskapis of Québec, including:
- 11.20.1 allowances to students in accordance with established regulations;
- 11.20.2 "room and board" allowances for students;
- 11.20.3 living, tuition and transportation allowances for post- secondary students.
- 11.20A The services and programs referred to in subsection 11.20 shall be provided in accordance with terms and conditions to be determined by a committee composed of one (1) person appointed by le ministère de l'Éducation du Québec, one (1) person appointed by the Department of Indian Affairs and Northern Development and one (1) person appointed by the Committee.

- 11.21 Any Naskapi child who is certified by the Committee as maintaining or helping to maintain his family may be declared exempt by the Committee from compulsory school attendance at the Naskapi school for a part or the whole of any school year, and on such conditions as the Committee may specify.
- 11.22 The Regional School Board shall cause a copy of all public notices for school purposes to be delivered to the Committee. Public notices for the calling of a public meeting, or for any other object, relating to the Naskapi school shall be delivered at least ten (10) clear days before the day appointed for the meeting or other object, unless the delay is otherwise specified by law or by-law. The Committee shall cause such notices to be posted in the Naskapi community recognized by Québec in accordance to the provisions of section 20.
- 11.23 Every child attending the Naskapi school shall be entitled to receive moral and religious instruction in accordance with a program approved by a clergyman or priest serving the Naskapi community and by the Protestant Committee or the Catholic Committee of the Superior Council of Education. Any child, upon request of his parents, for reasons of conscience, shall be exempted from such moral or religious instruction.
- 11.24 Based on annual budgets, providing for operating and capital costs, approved by Québec and Canada, each of the said governments shall contribute to the approved budget of the Naskapi school in the following proportions:
- Québec: 25%
- Canada: 75%
- The capital cost of the Naskapi school and of any temporary facilities or equipment that may be provided for the Naskapis in accordance with subsection 11.11 will be borne by Québec and Canada in the proportions indicated above.
- 11.25 Canada shall continue to assume the following, within programs from time to time in effect:
- 11.25.1 the costs of adult education programs normally provided by Canada Manpower Programs;

- 11.25.2 the costs of services to Naskapis residing on a Reserve as defined by the Indian Act.
- 11.26 La Commission scolaire régionale Eastern Québec or any other school board assuming responsibility for the Naskapi school may not levy school taxes with respect to Category IA-N lands.
- 11.27 This section can be amended only with the consent of Québec and the Naskapi Native party, save for subsections 11.15, 11.20, 11.24 and 11.25 which in addition shall require the consent of Canada.
- 11.28 Legislation enacted to give effect to this section may be amended from time to time by l'Assemblée nationale.

NORTHEASTERN QUEBEC AGREEMENT

SECTION 12

ADMINISTRATION OF JUSTICE

## 12.1 DEFINITIONS

For the purposes of this section, the following shall mean:

- 12.1.1 "Naskapi community", the Naskapi community contemplated by section 20;
- 12.1.2 "judicial district", the judicial district within which the Naskapi community is situated;
- 12.1.3 "native person", any person ordinarily residing in the judicial district and who is either a Naskapi or other Indian or an Inuk or who is recognized by Québec, for the purposes only of the benefits envisaged by paragraph 12.3.5, as an aboriginal person, by birth, ancestry or relationship.

## 12.2 ITINERANT COURT

- 12.2.1 At the request of le ministre de la Justice du Québec, the Chief Judge shall designate one or more judges required to dispense justice in the judicial district and le ministre de la Justice shall designate the other persons required for these purposes. The said judges or other persons should be familiar with the usages, customs and psychology of the Naskapis.
- 12.2.2 The Lieutenant—Governor in Council may, by proclamation, authorize the court, tribunals, bodies or commissions, whether or not they have been constituted by the Courts of Justice Act, to sit outside the chief place of the judicial district. In such an event, when le ministre de la Justice considers that it is appropriate to do so, the court and the judges may hold their hearings in the Naskapi community.
- 12.2.3 In the circumstances envisaged by paragraph 12.2.2, the judges shall be empowered and have the combined duties of judges of the Provincial Court, of judges of the Social Welfare Court, of judges of the Court of Sessions of the Peace, with powers to hear infractions punishable in virtue of the Québec Summary Conviction Act, of a magistrate under part XVI of the Criminal Code, of a magistrate under part XXIV of the Criminal Code, and of a



justice of the peace appointed in virtue of section 107 of the Indian Act. They may have special or administrative jurisdictions.

- 12.2.4 When the courts hold their hearings in the Naskapi community, or when circumstances require it, the judges and other persons designated to render justice in the judicial district may, after consultation with the Naskapi local authority, establish rules of practice required for the proper administration of justice.
- 12.2.5 In order to facilitate the administration of justice and to render justice more accessible to the Naskapis, the rules of practice for the judicial district should take into consideration the particular circumstances of the district, as well as the customs and way of life of the Naskapis. The said rules of practice should stipulate special provisions respecting:
  - 12.2.5.1 the accessibility to records and registers;
  - 12.2.5.2 the postponement of hearings and trials;
  - 12.2.5.3 the days and hours for hearings, trials and examinations on discovery;
  - 12.2.5.4 the procedures for the filing of proceedings and the issuances of writs.

### 12.3 PERSONNEL

- 12.3.1 An officer authorized to issue writs of the Superior Court will accompany the officers of the itinerant court to the places where the Superior Court is empowered to sit elsewhere than in the chief place of the judicial district.
- 12.3.2 When the tribunals, bodies and commissions of the judicial district sit in the Naskapi community, Naskapis, to the extent possible, will be recruited to act as judicial stenographers or secretaries, initially for the Provincial Court and eventually for the other courts, tribunals, bodies and commissions.
- 12.3.3 Subject to the Naskapi Native party recommending duly qualified manpower, in all civil, criminal, penal and all statutory matters in the judicial district where a

Naskapi is a party to a suit, case or proceeding, or is detained or the accused, the following provisions shall apply without cost to the Naskapi party involved upon the request of such party:

- 12.3.3.1 interpreters shall be provided to the Naskapi party;
- 12.3.3.2 the motivated judgments which were not rendered orally at the time of the hearing, but in writing by the courts, tribunals, bodies or commissions, are to be translated into Naskapi, but only for the information of the Naskapi party involved;
- 12.3.3.3 all verbal decisions and judgments, and all pronouncements, rulings, statements and comments of the presiding judge shall be simultaneously translated into Naskapi, but only for the information of the Naskapi party involved;
- 12.3.3.4 the depositions, admissions, objections to evidence and the decisions thereon shall be simultaneously translated into Naskapi, but only for the information of the Naskapi party involved.
- 12.3.4 The judge of the itinerant court of the judicial district shall have available to him, when said judge considers it necessary or appropriate, probation officers, who preferably shall be Naskapis.
- 12.3.5 In the event that a suboffice of the courts of the judicial district is established in or in the vicinity of the Naskapi community, this office, to the extent feasible, shall employ native persons who shall be engaged on a full-time or on a part-time basis and trained to act as deputy clerks of the Provincial Court, of the Social Welfare Court, of the Court of Sessions of the Peace, and also as deputy-sheriff of the judicial district, and to fill other positions in the administration of justice in this suboffice, when it is appropriate to do so.

#### 12.4 JUSTICES OF THE PEACE

- 12.4.1 justices of the peace, preferably Naskapi, shall be appointed in order to deal with infractions to by-laws adopted by the Naskapi local authority and other of fences

contemplated in section 107 of the Indian Act. These appointments will be subject to the approval of the Naskapi local authority.

- 12.4.2 With the authorization of le sous-ministre de la Justice du Québec, the Justices of the peace, contemplated by paragraph 12.4.1, shall, in addition to their usual duties, be empowered to receive oaths and information, issue summonses, confirm or cancel appearance notices and recognizances, issue subpoenas, proceed to the adjournment of appearances and of cases, as well as to allow provisional release of detained persons on the furnishing of a promise, undertaking or security to appear.

## 12.5 CROWN ATTORNEYS

- 12.5.1 The Attorney General of Québec shall appoint the Crown Attorneys for the judicial district on such terms and conditions that are required as a result of the prevailing circumstances in the judicial district.

## 12.6 LEGAL AID

- 12.6.1 The Naskapis, as individuals, are entitled to receive legal aid services in all legal matters provided they meet the criteria of the Québec Legal Services Commission. These criteria should be modified to take into consideration the cost of living, the distances involved and other factors peculiar to the judicial district.

## 12.7 DETENTION

- 12.7.1 A Naskapi who, after his sentence has been pronounced, is to be imprisoned, committed or detained anywhere in Québec, has the right, if he so desires, to be imprisoned, committed or detained in an institution contemplated by Section 18 of the James Bay and Northern Québec Agreement, as amended from time to time.
- 12.7.2 If the Minister considers it opportune and if the Naskapi local authority considers it necessary, temporary detention facilities may be established in the Naskapi community. This institution shall be administered by personnel recommended by the Naskapi local authority.

- 12.7.3 All Naskapis arrested or detained must be informed of their basic rights in a language they understand. Each such Naskapi has the right to communicate with his family and to obtain the services of a lawyer of his own choice.
- 12.7.4 Probation, parole, rehabilitation and post-detention services shall be provided to Naskapis, in Naskapi, if practicable, taking into account the age and conditions of such Naskapis as well as their culture and way of life.
- 12.7.5 For the purpose of promoting a better administration of justice, studies for the revision of the sentencing and detention practices of Naskapis should be undertaken, with the collaboration of the Naskapi local authority, taking into account the Naskapi culture and way of life.

## 12.8 JURIES

- 12.8.1 If it proves to be necessary, the provisions of the Criminal Code and the Canada Evidence Act shall be amended so that they may be better adapted to the circumstances, usages, customs and way of life of the Naskapis and to the difficulties of the judicial district. Particularly for the case where a Naskapi is the accused, amendments shall be adopted in order to permit Naskapis to qualify as jurors notwithstanding that these Naskapis might not qualify as jurors in virtue of existing applicable laws or regulations and even if these Naskapis speak neither French nor English.

## 12.9 INFORMATION AND COURSES

- 12.9.1 In order to ensure that the Naskapis do not misunderstand the intervention of the judicial authority or the legal system, information programs shall be established and financed by Québec.
- 12.9.2 One or more detention liaison officers shall be trained in order to assist Naskapis to obtain legal advice and to assist them in all phases of the judicial process and to give to the Naskapi community information concerning the law.
- 12.9.3 Naskapis shall be engaged to give the information and to effect the liaison, contemplated in paragraphs 12.9.1 and 12.9.2, as soon as possible after the approval of the present Agreement.

- 12.9.4 Courses shall be provided for non-Native persons engaged in the various aspects of the administration of justice in the judicial district and whose functions cause them to have frequent contact with the Naskapis. These courses will deal with the language, customs, needs and aspirations of the Naskapis in the judicial district.

12.10 AMENDMENTS

- 12.10.1 This section can be amended only with the consent of Canada and the Naskapi Native party, in matters within the jurisdiction of Canada, and with the consent of Québec and the Naskapi Native party, in matters within the jurisdiction of Québec.

Legislation enacted to give effect to this section may be amended from time to time by l'Assemblée nationale in matters within the jurisdiction of Québec and by Parliament in matters within the jurisdiction of Canada.

# NORTHEASTERN QUEBEC AGREEMENT

## SECTION 13

### POLICE

### 13.1 NASKAPI LOCAL COMMUNITY POLICE FORCE

- 13.1.1 Special constables shall be appointed in virtue of section 64 of the Québec Police Act (L. Q. 1968, c. 17) and will have the duties and functions, in the Category IA-N lands, of constables and peace officers, as well as duties similar to those of municipal police constables.
- 13.1.2 The special constables referred to in paragraph 13.1.1 must be Naskapis or any other person approved by the Naskapi local authority. Some of them may be engaged on a part-time basis to perform the above duties referred to in paragraph 13.1.1 and may, in their spare time, perform other duties and functions referred to in section 12.
- 13.1.3 Such special constables, if they qualify, may be appointed as members of the Regional Police Force constituted pursuant to Section 21 of the James Bay and Northern Québec Agreement.
- 13.1.4 The number of Naskapis, or persons approved by the Naskapi local authority, engaged as special constables shall depend on the circumstances and requirements of the Naskapi community contemplated by section 20. The basic criterion which will apply is one (1) special constable for every five hundred (500) Naskapi persons in the community including the floating population therein.
- 13.1.5 The qualifications for the appointment of said special constables shall be the same as those actually prevailing for the appointment of native special constables, taking into account the availability of Naskapi manpower. Amendments may be made after consultation with the Police Advisory Committee constituted pursuant to paragraph 19.1.12 of the James Bay and Northern Québec Agreement.
  - 13.1.5.1 The Naskapis of Québec shall be represented on the Police Advisory Committee when matters affecting Naskapi policing are under consideration.
- 13.1.6 The Naskapi local authority shall establish by by-law the requirements and standards for the appointment of special constables and for the creation of a community police force, in accordance with special legislation that will be adopted by Québec permitting the establishment and operation of such police force.

- 13.1.7 The Naskapi local authority shall submit to la Sûreté du Québec or to le Solliciteur général du Québec a list of candidates already screened by the Naskapi local authority to be considered for appointment as special constables.
- 13.1.8 Those candidates accepted by la Sûreté du Québec, after consultation with the Naskapi local authority, from among those candidates proposed, shall be trained at l'Institut de police du Québec.
- 13.1.9 The training program for such accepted candidates at l'Institut de police du Québec shall be conducted in French or English and in Naskapi where practicable. Books and material for the said training program shall be in French or in English and, where practical, in Naskapi.
- 13.1.10 The said training program shall be the same as the present program for the training of native special constables. The said training program may be modified following consultations between l'Institut de police du Québec and the Naskapi local authority, taking into consideration the particular characteristics of Naskapi manpower and the circumstances and requirements of the milieu where such constables will be called upon to perform their duties.

## 13.2 COST SHARING

- 13.2.1 Canada and Québec shall pay the direct costs of policing services provided by such special constables referred to in paragraphs 13.1.1 and 13.1.2, in accordance with a cost-sharing agreement for Naskapi policing or in accordance with such other cost-sharing agreement between Québec and Canada respecting Indian policing in Québec, to be entered into forthwith upon the execution of the present Agreement.

Such costs as training, lodging, training allowances and transportation to and from the training institutions of Québec shall be provided for in the above cost-sharing agreement.

Based on annual budgets approved by Canada and Québec each of the said governments shall contribute to the approved budget of such police force in respect to such special constables on the following basis:

Canada:	60%
Québec:	40%



This cost-sharing agreement shall continue until March 31, 1978 and shall be subject to review and renegotiation prior to the above date of expiry.

Notwithstanding the foregoing, Québec and Canada shall provide the funds necessary to maintain the policing services referred to above beyond such date of expiry.

The Naskapi community served by the said police force may, according to its revenue, but excluding government funds provided for the Naskapi community, be obliged to pay to Québec up to a maximum of ten percent (10%) of the said direct costs of such policing services.

### 13.3 LEGISLATION

- 13.3.1 This section can be amended only with the consent of Canada and the Naskapi Native party, in matters within the jurisdiction of Canada, and with the consent of Québec and the Naskapi Native party, in matters within the jurisdiction of Québec, with the exception of paragraph 13.1.3 which in addition shall require the consent of the Inuit Native party, and with the further exception of subparagraph 13.1.5.1 which in addition shall require the consent of the Cree Native party.

Legislation enacted to give effect to this section may be amended from time to time by l'Assemblée nationale in matters within the jurisdiction of Québec, and by Parliament in matters within the jurisdiction of Canada.

NORTHEASTERN QUEBEC AGREEMENT

SECTION 14

ENVIRONMENT AND FUTURE DEVELOPMENT

14.1 ENVIRONMENT AND FUTURE DEVELOPMENT SOUTH OF THE 55TH PARALLEL  
AND EAST OF THE 69th MERIDIAN IN THE "TERRITORY"

14.1.1 DEFINITIONS

14.1.1.1 For the purpose of this subsection, the following words and phrases shall mean:

"Territory", the area in Québec included between the 55th and 53rd parallels, the 69th meridian of longitude and the eastern limit contemplated by the 1912 Acts respecting the Québec boundaries extensions (Qué. 2. Geo. V, c. 7 and 1912 Can. 2, Geo. V, c. 45), delimited on the map annexed to this section as schedule 1;

"future development", "development project" or "development": those developments in the Territory, enumerated in schedule 2 of this section, that require authorization of Québec or Canada, according to their respective jurisdictions, subsequent to the date of the coming into force of the present Agreement;

"Naskapi local authority", the council of the Naskapi band or its successor until the creation of the corporation contemplated by section 8, and thereafter the said corporation.

14.1.2 PROVISIONS RESPECTING THE PROTECTION OF THE ENVIRONMENT

14.1.2.1 The laws, regulations and administration of Canada and Québec, within their respective jurisdictions, shall apply in the Territory.

14.1.2.2 All future development is considered as generally having an important impact on the environment and is subject to an environmental and social impact assessment.

14.1.2.3 A development project shall not be submitted to more than one (1) impact assessment and review procedure

unless such project falls within the jurisdictions of both Québec and Canada or unless such project is located in part in the Territory and in part elsewhere where an impact review process is required.

- 14.1.2.4 Schedule 2 of the present section shall be reviewed every three (3) years and may be modified by Canada or Québec, within their respective jurisdictions, after consultation with the Naskapi local authority.
- 14.1.2.5 The proponent of a development project must, at his own expense, effect or have effected an environmental and social impact assessment and must prepare or have prepared a statement of such assessment taking into account schedule 3 of the present section. This statement shall be submitted to the responsible authority of Canada or Québec, according to their respective jurisdictions. Nevertheless, Canada and Québec, within their respective jurisdictions, may, according to the circumstances, require the proponent in effecting or having effected the said assessment to study factors not specified in schedule 3 or permit the proponent to omit from the study any element or aspect contained in said schedule. The elements or aspects to be studied as well as the extent of analysis will depend upon the nature, importance and impacts of the future development.
- 14.12.6 The Naskapi local authority shall be consulted by Québec or Canada, according to their respective jurisdictions, before a decision is taken to authorize a future development that is subject to an environmental and social impact assessment and statement. A copy of the environmental and social impact statement and the available relevant documentation shall be submitted by the responsible authority of Québec or Canada, according to their respective jurisdictions, to the Naskapi local authority which shall have forty five (45) days to submit its views to the said responsible authority unless the said responsible authority extends such delay as a result of the nature or importance of the future development. In default of its views being submitted within the delay accorded for such consultation, the Naskapi local authority shall be deemed not to have any objection to the development project. Upon reception of these views, or in

default of them being received, within the delay provided, the responsible authority shall be entitled, at its discretion, to proceed to render a decision with respect to the dossier under consideration.

- 14.1.2.7 For reasons of national defence or security, or for other reasons of public interest, the responsible minister may, by exception, exempt a development project, in whole or in part, from the provisions of the present subsection.

The present subsection can be amended only with the consent of Canada and the Naskapi Native party in matters within the jurisdiction of Canada, and with the consent of Québec and the Naskapi Native party in matters within the jurisdiction of Québec.

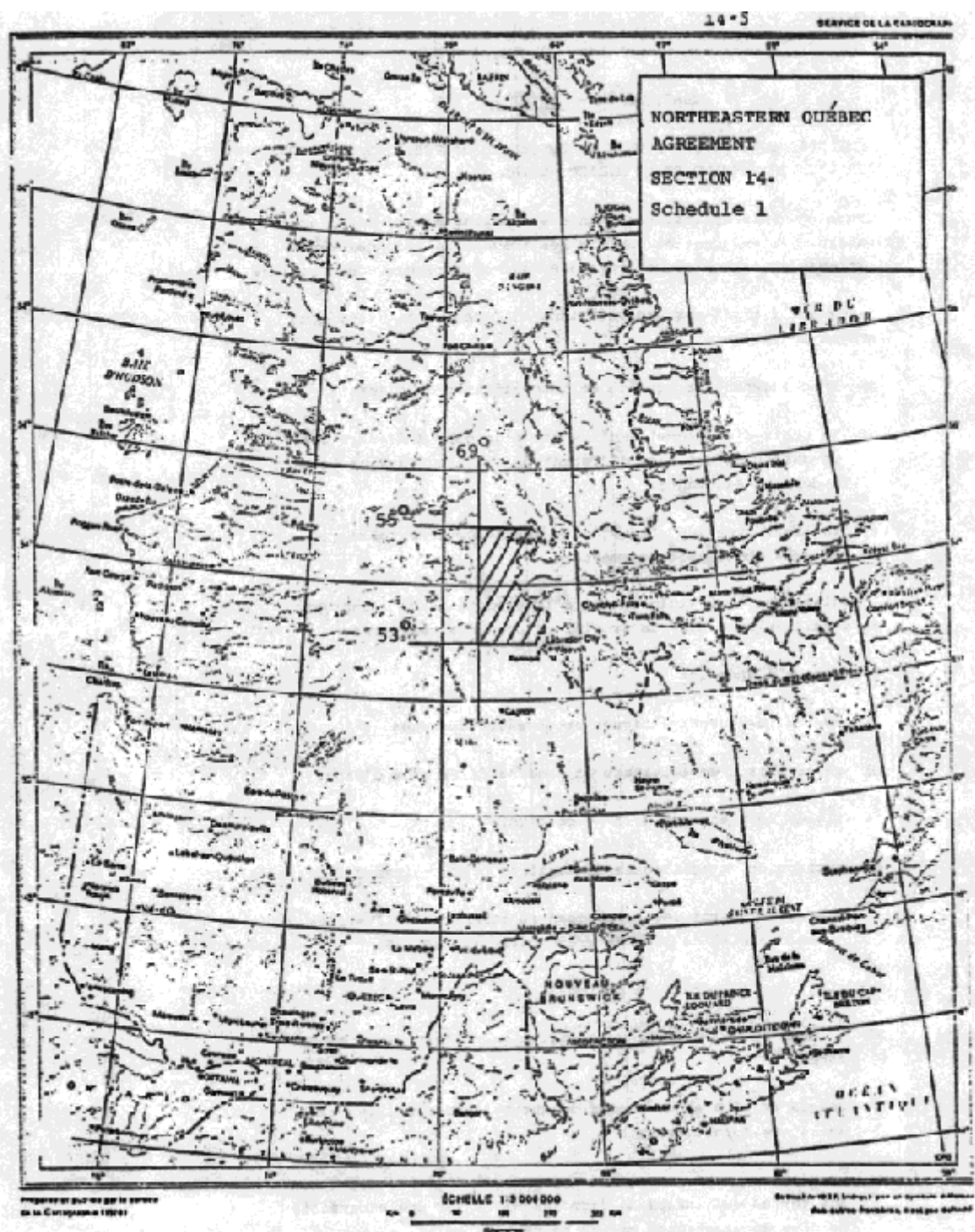
Any legislation that may be adopted to give effect to the present subsection may be amended from time to time by l'Assemblée nationale in matters within the jurisdiction of Québec and by Parliament in matters within the jurisdiction of Canada.

## 14.2 ENVIRONMENT AND FUTURE DEVELOPMENT NORTH OF THE 55TH PARALLEL ON CATEGORY IB-N LANDS AND CATEGORY II-N LANDS

### 14.2.1 PROVISIONS RESPECTING THE PROTECTION OF THE ENVIRONMENT

- 14.2.1.1 Pursuant to the terms of Section 23 of the James Bay and Northern Québec Agreement, the regime provided for in said Section, as amended from time to time, applies to the Category IB-N lands and to the Category II-N lands situated north of the 55th parallel.

- 14.2.1.2 The present subsection relating to Category IB-N lands and Category XI-N lands can be amended only with the consent of Canada, the Naskapi Native party and the Inuit Native party in matters within the jurisdiction of Canada and with the consent of Québec, the Naskapi Native party and the Inuit Native party in matters within the jurisdiction of Québec.



SECTION 14 - SCHEDULE 2FUTURE DEVELOPMENTS AUTOMATICALLY SUBJECT TO AN ENVIRONMENTAL AND  
SOCIAL IMPACT ASSESSMENT

1. All new major mining operations excluding explorations. (Exploration includes air and ground reconnaissance, surveying, mapping and core sampling.)  
  
With respect to existing mining operations, all projects pertaining to:
  - a) a change in ore concentration operations;
  - b) a new waste dumping ground in a drainage basin different from the basin into which the existing waste dumping ground drains;
  - c) a more elaborate transformation of ore such as by drying, pelletizing and smelting.
2. Siting and operation of major sand and gravel pits and of quarries.
3. Energy Production:
  - a) hydro-electric power plants and their associated works;
  - b) storage and water supply reservoirs;
  - c) transmission lines of 75 KV and over;
  - d) extraction and processing of energy yielding materials;
  - e) fossil-fuel fired power generating plants above three thousand (3,000) Kilowatts.
4. Forestry and Agriculture:
  - a) major access roads built for extraction of forest products;
  - b) pulp and paper mills or other forestry plants;
  - c) in general, any significant change in land use substantially affecting more than twenty-five square

miles (25 sq. mi.).

5. Community and Municipal Services:

- a) new major sewage and waste water collection and disposal systems;
- b) solid waste collection and disposal, including land fill and incineration;
- c) proposals for parks, wilderness areas, ecological reserves or other similar land classifications;
- d) new outfitting facilities for more than thirty (30) persons, including networks of outpost camps;
- e) new cities, municipalities or communities of a permanent nature, or significant expansion of existing cities, municipalities or communities.

6. Transportation:

- a) access roads to and near Native communities;
- b) port and harbour facilities for commercial shipping;
- c) airports;
- d) railroads;
- e) road infrastructure for new development;
- f) pipelines;
- g) dredging operations for navigation improvements.



## SECTION 14 - SCHEDULE 3

### GUIDE CONCERNING THE CONTENTS OF AN ENVIRONMENTAL AND SOCIAL IMPACT STATEMENT

#### Introduction

This schedule describes the objectives and contents of an environmental and social impact statement which must be prepared for future developments.

In the exercise of their functions and duties with respect to the review of environmental and social impact statements in order to determine whether the assessment and the impact statements are adequate, the responsible authorities of Canada or Québec shall give due consideration to the provisions of the present guide without being restricted or bound by or to the said provisions.

#### Objectives

An impact statement should identify and assess clearly and in as factual a manner as possible the environmental and social impacts induced by the project, especially those on the Native population potentially affected.

The main objectives of an environmental and social impact statement are to ensure that:

- environmental and social considerations form an integral part of the proponent's planning and decision-making process;
- potential environmental and social impacts resulting from development are identified as systematically as possible;
- alternatives to the proposed development, including alternatives to individual elements of large scale projects, will be evaluated with a view to minimizing within reason impacts on Native people and wildlife resources and maintaining the quality of the environment;
- remedial or preventive measures will be incorporated into proposed development so as to minimize, within

reason, expected negative impacts;

- the responsible authorities of Québec and Canada, within their respective jurisdictions, are adequately informed to be able to take the decisions for which they are responsible in virtue of subsection 14.1.

## Contents

In addition to the sections relating to the various aspects or elements to be studied, an environmental and social impact statement must contain a section giving a summary of the essential arguments relied upon by the proponent as well as his conclusions.

The following outline gives the major headings that should normally be included in any environmental impact statement, when applicable:

### 1. Description of the Project

The following should generally be included in the project description when justified by the nature and the importance of the project:

- a) purpose and objectives;
- b) location or alternative locations being considered;
- c) identification of area and human populations potentially affected by each project location being considered;
- d) physical plant, activities involved in construction phase of development, including an estimate of the size of the work force;
- e) material/energy balance for the plant (Input/Output);
- f) physical and human requirements for operation phase of the project;
- g) possible future phases of the development.

### 2. Alternatives to the Proposed Project

when justified by the nature of the project, there should be a section which explores and objectively assesses the impact on the Native people and on the environment of reasonable site alternatives of the project in the Territory and of reasonable alternatives to certain elements of the proposed project. These alternatives should be considered with a view to optimize as much as reasonably possible the positive effect of the development on the environment, taking into account environmental, socio-economic and technical considerations and to minimize negative impacts including impacts on the affected population, as reasonably as possible. Where the gross impact of alternative actions differs significantly, the analysis should be sufficiently detailed to permit the comparative assessment of the costs, benefits, and the environmental risk to the different interested populations between the proposed project and the available options.

### 3. Environmental and Social Setting

The state of the environmental and social setting should be described before the proposed development begins, in order to have a reference point for the evaluation of the impacts of the future development.

The description should not only include the identification and description of the components identified below, but should equally consider their ecological relationships, and when appropriate, their scarcity, sensitivity, productivity, variety, evolution, location, etc. The level of details provided in the description should be based upon the importance and the implications of the specific impacts involved.

The following is a representative list of the items that could be considered in the environmental and social setting. Any item potentially affected should be included.

#### Environmental Conditions:

##### Lands

- |           |                     |
|-----------|---------------------|
| Physical: | - topography        |
|           | - geology           |
|           | - soil and drainage |

Vegetation

Fauna

Water

Physical:                   - hydrology  
                                   - quality

Air

Climate

Micro-climate

Quality

Social Conditions:

Population affected.

Land use in the zone influenced by the future development.

Harvesting: use and importance of various species.

Social organization: family, community, ethnic relations.

Culture: values, goals and aspirations.

#### 4. Predicting and Evaluating Probable Impacts

This part of schedule 3 involves the identification, evaluation and synthesis of impacts associated with the headings referred to in the preceding part of this schedule entitled "Environmental and Social Setting".

This section of the statement should consider, whenever appropriate, direct, indirect and cumulative impacts, short term and long term impacts and reversible or irreversible impacts. Attention should also be given to impacts occurring at different phases of the development, and on different scales, i.e. local, regional or national scale.

The proponent should in his prediction and evaluation

of impacts discuss the reliability and adequacy of the information used, limitations imposed upon his study by the unavailability of information, and areas of significant uncertainty and risk.

5. Corrective and Remedial Measures

The proponent should include in the statement a section identifying and evaluating reasonable remedial or corrective measures which should reduce or alleviate the negative impact of the proposed development on the population affected, wildlife resources of the Territory and the quality of the environment in general. Measures aimed at enhancing positive impacts induced by the project should also be included in this section.