

ENTENTE DE PRINCIPES

1. Le GRAND COUNCIL OF TUNA CRUISES (DU QUÉBEC)
et
La NORTHERN QUEBEC INUIT ASSOCIATION

2. Le GOUVERNEMENT DU QUÉBEC
et
La SOCIÉTÉ D'ÉNERGIE DE LA BAYE JAMES
et
La SOCIÉTÉ DE DÉVELOPPEMENT DE LA BAYE JAMES
et
La COMMISSION HYDROÉLECTRIQUE DU QUÉBEC
(HYDRO QUÉBEC)

3. Le GOUVERNEMENT DU CANADA

AGREEMENT IN PRINCIPLE

B E T W E E N:

The GRAND COUNCIL OF THE CREES (OF QUEBEC) (hereinafter referred to as the "Grand Council") a corporation duly incorporated and mandated for these presents by, and acting on behalf of, the Councils and members of the Cree bands of Fort George, Old Factory, Eastmain, Rupert House, Waswanipi, Mistassini, Nemaska and Great Whale River (which members are hereinafter collectively referred to as "the James Bay Crees") herein acting and represented by the respective chiefs or leaders of the above bands.

and

The NORTHERN QUEBEC INUIT ASSOCIATION, a corporation duly incorporated, herein acting and represented by its President and by certain of its directors, and the INUIT OF QUEBEC (hereinafter collectively referred to as the "Inuit of Quebec"), represented by the said Association, which is duly mandated for these presents by and acting on behalf of the Inuit of Quebec.

A N D:

The GOVERNMENT OF QUEBEC, herein acting and represented by the Minister of Intergovernmental Affairs, the Honourable Gérard D. Levesque. (hereinafter referred to as "Quebec").

and

The JAMES BAY ENERGY CORPORATION, a corporation duly incorporated with its head office in Montreal, Quebec, herein acting and represented by its President, Robert A. Boyd

and

The JAMES BAY DEVELOPMENT CORPORATION, a corporation duly incorporated with its head office in Montreal, Quebec, herein acting and represented by its President, Charles Boulva.

and

The QUEBEC HYDRO-ELECTRIC COMMISSION (HYDRO-QUEBEC), a corporation duly incorporated with its head office in Montreal, Quebec, herein acting and represented by one of its Commissioners, Yvon de Guise.

A N D: The GOVERNMENT OF CANADA, herein acting and represented by the Minister of Indian Affairs and Northern Development, the Honourable Judd Buchanan (hereinafter referred to as "Canada").

WHEREAS the James Bay Crees and the Inuit of Quebec (hereinafter collectively referred to as the "Native people") have made certain claims with respect to certain territories situated in the Province of Quebec, and have instituted certain legal proceedings in respect thereto and to the James Bay project;

WHEREAS the representatives of the Native people and Québec have been negotiating with respect to those claims;

WHEREAS the parties have reached an Agreement in Principle with respect to the above, and are desirous of setting forth the conditions thereof;

WHEREAS although there are several unsettled details between the parties and continued negotiations are necessary for such purposes, it is expedient and opportune to set forth in the said Agreement in Principle, the principles which will form the basis of a surrender in a Final Agreement, which Final Agreement will set forth the terms and conditions of the surrender and/or extinguishment of the claims or rights in the areas contemplated by the 1912 Quebec Boundaries Extension Act and by the 1898 Act respecting the North-Western, Northern and North-Eastern Boundaries of the Province of Quebec, and

which Final Agreement will be submitted for incorporation into legislation of the Parliament of Canada and the National Assembly of Quebec;

WHEREAS the Grand Council of the Crees (of Quebec) declares that it has been specially mandated for these purposes by all the Cree communities after special meetings of the bands to consider the revised provincial proposals resulting from the said negotiations;

WHEREAS the Northern Quebec Inuit Association declares that it is likewise specially mandated by the Inuit people of Quebec for the purpose of these presents;

WHEREAS the Government of Canada hereby approves of and consents to the present Agreement in Principle and to the provisions herein which concern the Government of Canada.

NOW THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. OBLIGATIONS OF THE JAMES BAY CREES AND THE INUIT OF QUEBEC

In consideration of the rights and benefits herein set forth in favour of the James Bay Crees and the Inuit of Quebec, the James Bay Crees and the Inuit of Quebec undertake to cede, surrender and convey all their claims, rights, titles and interests in and to land in Quebec, whatever they may be, by virtue of a Final Agreement hereinafter referred to.

2. OBLIGATIONS OF OTHER PARTIES

The Governments of Quebec and Canada, the James Bay Energy Corporation, the James Bay Development Corporation and the Quebec Hydro-Electric Commission (Hydro-Quebec) undertake, to the extent of their respective obligations as set forth herein, in consideration of the said cession, surrender and conveyance mentioned in Clause 1 hereof, to give, grant, recognize and provide to the James Bay Crees and the Inuit of Quebec, by virtue of the Final Agreement, the rights and benefits herein set forth and which will be detailed in the Final Agreement.

The Government of Canada hereby approves of and consents to the present Agreement in Principle and to the provisions herein which concern the Government of Canada.

3. FINAL AGREEMENT

A Final Agreement which shall set forth all the rights and obligations of the parties and shall contain all the provisions of the present agreement shall be executed no later than November 1, 1975 or at such later date as may be mutually agreed upon by the parties hereto. If the parties are unable to agree in respect of those matters remaining to be negotiated hereunder, the present agreement shall be without force and effect.

The present Agreement in Principle shall be without prejudice to the rights of the parties in the event that a Final Agreement is not executed in accordance with the terms hereof.

However, the parties hereby agree to suspend, until November 1, 1975 or such other date as may be agreed to by Quebec and the Native people, all legal proceedings relating to the James Bay project or to the claims, rights, titles and interests in land of the James Bay Crees and Inuit of Quebec, including the effects of any judgment rendered or to be rendered resulting therefrom, and not to institute any further proceedings relating to such matters, save and except for the rights of the parties to take whatever proceedings may be necessary to move for leave to and inscribe (bring to) in appeal from each decision to be rendered by the Court of Appeal of Quebec in the cases bearing the numbers 09-000890-73 C.A., 09-000896-73 C.A., 09-000905-73 C.A., 09-000906-73 C.A., or contest such proceedings.

The parties to the Final Agreement shall include the parties to this Agreement in Principle.

4. LEGISLATION

The Government of Canada and the Government of Quebec shall recommend to Parliament and to the National Assembly of Quebec respectively, forthwith upon the execution of the Final Agreement, suitable legislation incorporating the Final Agreement, without amendment, addition or deletion, so as to protect, safeguard, and maintain the rights and obligations contained in the Final Agreement.

5. SURRENDER AND EXTINGUISHMENT OF CLAIMS AND/OR RIGHTS

A. The Final Agreement shall provide for the extinguishment of all claims, rights, titles and interests of all Indians and Inuit in and to

the lands transferred to Quebec by Canada by the said Acts of 1898 and 1912, hereinafter called "the Territory", which such extinguishment shall, in respect of any Indians or Inuit not a party to the Final Agreement, be without prejudice to their claims for compensation.

B. The Final Agreement shall provide for the allocation of certain lands for the Indian and Inuit parties, for the recognition of certain rights of traditional use by those parties in other areas of the Territory, and for other rights and benefits, all as is hereinafter set forth.

6. CITIZENS' RIGHTS

Nothing contained in the Final Agreement shall prejudice the rights of the Native people as Canadian citizens of Quebec, and they shall accordingly be entitled to all of the rights and benefits available to all other citizens, subject to the Indian Act (as applicable) and to any other legislation applicable to them.

7. FEDERAL AND PROVINCIAL PROGRAMS

Federal and provincial programs and funding, and the obligations of the Federal and Provincial Governments, shall continue to apply to the James Bay Crees and the Inuit of Quebec on the same basis as to the other Indians and Inuit of Canada in the case of federal programs, and of Quebec in the case of provincial programs, subject to the criteria established from time to time for the application of such programs.

8. CHANGES TO THE PROJECT-LE COMPLEXE LA GRANDE (1974)

The James Bay project which the Government of Quebec, the James Bay Energy Corporation and Hydro-Quebec may build shall substantially conform to and be that complex contemplated by the Description technique - Le Complexe La Grande (1974), including LA-1 and EM-1, presented by the James Bay Energy Corporation under the date of July, 1974 to the Committee on Natural Resources and Lands and Forests of the Quebec National Assembly, subject to the following changes:

A. The LG-1 installations referred to in the said Description technique and described as being located at mile 22, shall not be constructed at mile 22, but may be constructed at or about mile 54, with the modifications required for its location at mile 54.

B. In respect to the Eastmain-Opinaca diversion into the La Grande basin:

(i) Flow maintenance of the Eastmain and Opinaca Rivers to the extent of two months per year at the rate of only 10% of the flow. This means maintaining only approximately 2% of the present total annual flow below the point of diversion. A joint study group will be established to assess the benefits of such flow maintenance and to recommend whether this flow maintenance is warranted in relationship to such benefits, and if not, the flow maintenance will not be maintained, and any cost saving up to \$13 million may instead be applied against remedial works or reduction of flooded areas in accordance with terms and conditions to be jointly agreed upon.

(ii) There will be further negotiations to seriously attempt to reduce flooding and especially impact on native harvesting if the costs to the James Bay Energy Corporation are approximately the same.

(iii) As a gesture of good faith, the Eastmain Band will be allocated 20 square miles of reserve land and an additional 30 square miles of category II lands. Moreover, the Eastmain Band will obtain a further 175 square miles of land (75 square miles of category I lands and 100 square miles of category II lands), unless flooding to the extent indicated on present plans, including EM-1, is substantially reduced.

(iv) The Eastmain and Paint Hills people directly affected by the project will in any event be guaranteed the same harvest of animals and fish for equal effort and the James Bay Energy Corporation will take the necessary measures to do this at its expense.

C. The Fort Chimo people will in any event be guaranteed the same harvest of fish for equal effort and the James Bay Energy Corporation will take the necessary measures to do this at its expense. A joint study will be made to determine the average catch of the last 5 years. There will be a program of joint studies (Quebec/James Bay Energy Corporation and Native people) and remedial measures taken to minimize to a reasonable extent the impacts of the Caniapiscau diversion particularly on the salmon.

D. A substantial portion of the timber of the Eastmain-Opinaca diversion reservoirs and the LG-1 reservoir will be cut prior to or during flooding.

E. There will be general remedial works carried out at the cost of the James Bay Energy Corporation to minimize to a reasonable extent all possible and probable damages resulting to the Native people or to the animals, birds and fish upon which they depend, from the project.

F. All costs and expenses contemplated to be incurred by this Clause 8 shall be for the account of and be paid by Quebec and/or the James Bay Energy Corporation.

9. COMPENSATORY WORKS AND/OR REMEDIAL WORKS OR UNDERTAKINGS

A. The Quebec Government and/or the James Bay Energy Corporation will install at their expense a water intake system for the Eastmain and Fort George settlements.

B. No permanent non-native town for the Eastmain-Opinaca area is to be built during construction of the James Bay hydro-electric project for the purpose of that project.

C. Negotiations will continue to construct and maintain access roads to join the settlements of Eastmain, Paint Hills and Rupert House to the main Fort George-Matagami road.

D. The proposals of the Government of Quebec annexed hereto as Schedule "A" are amended in respect to the first measure dealing with protection of the environment so that this measure will consist of the following:

"The capture and relocation of the terrestrial fauna prior to flooding (caribou, moose, beaver, bear). The Indians and the Inuit will be those who will undertake these works if they so wish."

E. Water level fluctuations will be managed taking into account environmental considerations.

F. A mechanism will be established whereby any individual trapper whose equipment, etc., has been damaged may receive personal compensation for valid claims.

G. The Government of Quebec and/or the James Bay Energy Corporation will subsidize the reorganization of traplines of the Eastmain and Paint Hills people affected by the hydro-electric project in order to attain the same level of subsistence harvesting as at present, based on the average of the last 5 years, subject to equal effort, and shall pay all justified costs connected therewith. Such programs shall include fur-bearer and big game programs. Such programs shall include Cree salaried workers. Such programs shall include the possibility of cooperatives.

H. All costs and expenses contemplated to be incurred by this Clause 9 shall be for the account of and be paid by Quebec and/or the James Bay Energy Corporation.

10. LAND

A. The James Bay Crees will be allocated by Quebec 2,000 square miles as reserves (category I lands). Of this allocation, approximately 120 square miles will be for the Crees of Great Whale River but will technically be included in category I lands north of the 55th parallel. The remaining 1,880 square miles below the 55th parallel will be distributed among the Cree bands on a basis proportionate to population. The Eastmain Band will have an extra 20 square miles of reserve lands, as referred to in Clause 8 B. (iii), over and above its proportionate share of the approximately 1,880 square miles below the 55th parallel. Thus, the total of reserve lands for the James Bay Crees below the 55th parallel will be approximately 1,900 square miles and the Great Whale River Crees will have the option of having a reserve of at least 120 square miles.

From the 1,880 square miles of category I lands granted to the James Bay Crees, the Inuit of Fort George shall be entitled to a proportionate share of such lands, if they so desire, based on the total Cree and Inuit population south of the 55th parallel. In practical terms, this would mean that the Inuit of Fort George would be entitled to something in the order of 16 to 20 square miles of category I lands, which lands would be held for Inuit community purposes. The Crees and Inuit of Fort George shall together decide the selection of the land to which the Inuit of Fort George are entitled (subject to Clause 10 D.).

Approximately 1,274 square miles will fall and be administered under the Indian Act. The remainder of category I lands for the James Bay Crees will be allocated in such a manner that will ensure the continuance of provincial jurisdiction over such lands but subject to legal safeguards in favour of the James Bay Crees which would ensure their right to the exclusive use and benefit of that land for all purposes except as provided herein; and subject to the provisions of the foregoing paragraph in favour of the Inuit of Fort George.

The Inuit of Quebec will be granted 3,250 square miles by Quebec in ownership for Inuit community purposes, subject to such restrictions as shall be negotiated between the parties and included in the Final Agreement (category I lands), in such a manner that will ensure the continuance of provincial jurisdiction over such lands but subject to legal safeguards in favour of the Inuit of Quebec which would ensure their right to the exclusive use and benefit of that land for all purposes except as provided herein. This area will be divided approximately equally with respect to the Inuit communities of Quebec north of the 55th parallel. This area will include 120 square miles set aside for the Cree people of Great Whale River. The Crees and Inuit of Great Whale River shall together decide the selection of the land to which the Crees of Great Whale River are entitled (subject to Clause 10 D.).

No category I lands can be sold or ceded except to the Crown in right of Quebec, without prejudice to any rights of Canada insofar as

the 1,274 square miles of category I lands which will fall and be administered under the Indian Act are concerned.

In all category I lands, Quebec will own the minerals and subsurface rights, but no minerals or other subsurface rights can be obtained, extracted, mined or exercised from or with respect to such lands without the consent of the particular band or Inuit community with rights over such lands within the Province and subject to any interests other than those of the Province, and only upon payment of compensation or royalties agreed upon. Nonetheless, the James Bay Crees and Inuit of Quebec shall own, within category I lands, soapstone deposits or such other materials as have been traditionally used for artistic or craft purposes. The parties will negotiate a regime for the use of gravel and like materials for personal and community use, and for the possible use of soapstone elsewhere than in category I lands.

These lands shall be subject to public servitudes but only with compensation (in land or money) unless for services of direct benefit to category I lands or to the band, or to the Inuit community with rights over such lands. The terms and conditions of the public servitudes shall be negotiated.

B. In addition to the category I lands, Quebec shall set aside an area of 25,030 square miles, including the 30 square miles referred to in Clause 8 B. (iii), for the exclusive use of the James Bay Crees south of the 55th parallel, such exclusive use shall be limited, however, to

traditional hunting, fishing and trapping and to the rights under the hunting, fishing and trapping regime as set out in Schedule "B" hereof.

The area to be set aside, in accordance with the foregoing, for the Inuit of Quebec north of the 55th parallel shall be 35,000 square miles.

The Inuit of Fort George shall participate in the lands to be set aside for the exclusive native use south of the 55th parallel.

The Crees of Great Whale River shall participate in the lands to be set aside for the exclusive native use north of the 55th parallel.

Such lands, known as category II lands, will be set aside in such manner that will ensure the continuance of provincial jurisdiction over such lands.

Such lands, known as category II lands, can be taken away by Quebec for the purpose of development provided such lands are replaced, or, if the Native people wish and an agreement can be reached thereon, they are compensated. Restrictions concerning non-native access to such lands for investigating possible developments or matters relating thereto or for scientific studies, or administrative purposes, which administrative purposes will not interfere with the exclusive use hereinabove defined including the rights and benefits specified in Schedule "B", shall be

detailed in the Final Agreement, it being the intention that the Government of Quebec, or persons authorized by it, shall have access to such lands for such purposes under such conditions. Moreover, the parties recognize that forestry concessions, timber limits or equivalent wood rights might exist in category II lands, subject to the terms and conditions to be agreed upon through further negotiations. Category II lands shall be subject to public servitudes without compensation. Furthermore, in the case of the category II lands set aside for the Inuit of Quebec, Quebec shall have the right to take away up to 5,000 square miles for the purpose of development without being obliged to replace such lands or compensate the Inuit of Quebec therefor.

C. Quebec, or those authorized by it, shall have the right to utilize category III lands (being all the lands not included in categories I and II), including for development purposes.

D. The lands shall be selected in areas mutually acceptable to the Native people and to Quebec, and to Canada in the case of the approximately 1,274 square miles of category I lands which will fall under the Indian Act, in accordance with the following criteria:

(i) category I lands shall be selected in the areas of the existing communities taking into account existing conditions, and,

(ii) category II lands shall take into account the wild life productivity of the land and existing known development projects.

E. In addition to the above, a small forestry concession or timber limit or equivalent wood rights will be granted to the James Bay Crees.

11. HUNTING, FISHING AND TRAPPING

The hunting, fishing and trapping rights of the Native people are contained in Schedule "B" attached hereto. The list of species exclusively reserved to the James Bay Crees and Inuit of Quebec, other than fur-bearing animals and fish, shall be the object of further negotiations. However, bears and wolves shall also be the object of such further negotiations.

12. FUTURE DEVELOPMENT

With respect to the guarantee and protection of hunting, fishing and trapping rights of Native people against future development of renewable and non-renewable resources in the Territory or any other development affecting the Territory, there shall be established by agreement at negotiations a procedure whereby all such developments are made subject to environmental and social impact assessment studies and also subject to regulations whereby the impact on Native people and on the wildlife resources of the Territory are properly taken into account so as to be reasonably minimized when negative.

Assessment studies of environmental and social impacts of

resource developments shall show due consideration for impact of developments on Native people and their economies and for the conservation of wildlife resources. A procedure shall be established by agreement at negotiations whereby Native people will be given the opportunity to be involved in the decision-making process in respect to decisions taken on the basis of social and environmental impact statements and in respect to the decisions which arise in the implementation of land use regulations.

13. ENVIRONMENTAL PROTECTION

The James Bay Crees and the Inuit of Quebec will have representation on the Environment Committee of the James Bay Energy Corporation and will be informed of all plans and data relating to possible effects of the hydro-electric project on the environment. In addition, the Native people will participate in a remedial works task force to see to the planning and the implementation of the most effective remedial measures to be paid for by the James Bay Energy Corporation.

Negotiations shall continue with a view to involving the Native people in the formulation of environmental laws and regulations taking into account the existing procedures.

All development and public servitudes will have to meet all applicable environmental laws and regulations.

14. COMPENSATION

The James Bay Crees and the Inuit of Quebec will be paid a total amount of \$150 million which will be divided between the James Bay Crees and the Inuit of Quebec in a proportion equal to the respective populations of the James Bay Crees and the Inuit of Quebec. These monies will not be distributed to individuals, but will be controlled and used by such legal entities as will form the object of further negotiations and be detailed in the Final Agreement. The first \$75 million, of which Canada will pay the sum of \$32.75 million, and of which Quebec will pay the remainder, will be paid over a 10-year period by annual instalments commencing with the execution of the Final Agreement with higher payments in the first years than in later years.

The second \$75 million for which Quebec will be responsible will consist of payments calculated with reference to installed electric generating capacity of hydro-electric projects in the Territory, beginning one year from the date of production of each power plant, exclusive of existing hydro-electric power plants. The period of payment shall be negotiated.

In addition, the Native people shall also receive payments of sums, in an amount not less than 25% of the sum of the royalties or equivalent benefits such as mining duties, to be detailed in the Final Agreement, which Quebec is entitled to receive from all future development in the Territory over the next 50 years, excluding hydro-electric development. However, the said sums will be paid, in respect to each development

which begins within the said 50 years, only for the first 20 years of such development.

The Governments of Canada and Quebec agree that they will cause to be incorporated into the confirming legislation which is to be introduced into Parliament and the National Assembly, provisions providing that the James Bay Crees and the Inuit of Quebec or the payee or payees determined by the Final Agreement shall be exempt from all forms of taxation in respect of the receipt of the principal amount of the compensation of \$150 million mentioned hereinbefore, and more particularly that the said James Bay Crees and the Inuit of Quebec or the said payees will not be required to include in the calculation of their income under the Income Tax Act of Canada, R.S.C., 1952, c. 148 as amended and the Taxation Act of Quebec, 1972, L.Q., c. 23 as amended, any portion of the compensation of \$150 million as income or as capital gain. The present clause shall not preclude the application of any exemption under laws of general application.

In addition, Quebec will recognize and give administrative effect to exemption from taxes in favour of Indians on reserves and reserve property in accordance with the Indian Act and its application.

Finally, Quebec will have a program which must ensure an annual minimum income for Native people who wish to trap, hunt and

fish as a way of life and which will be greater than the monies received by welfare recipients.

15. NATIVE DEVELOPMENT AND ECONOMIC MEASURES

The Native people will have priority in respect to certain project contracts and Quebec will also finance programs of job training, placement services, the economic development of the trapping industry and tourist facilities. Some concessions in respect to tourist facilities will also be given.

16. LOCAL AND REGIONAL GOVERNMENT

A. The Band Councils will have certain powers on reserves in addition to those provided at present by the Indian Act, and there will be a regional Cree government with some powers over category II lands.

The James Bay Crees will be given additional responsibilities for programs.

Negotiations will take place with a view to the establishment of Cree school boards under provincial law, as well as Cree units of the Quebec Police Force under provincial law and the heavy participation of James Bay Crees on a regional basis in health matters.

B. Each Inuit community shall have a community government elected by the Inuit of the community with powers substantially similar

to those of a municipal corporation, and which shall have appropriate guarantees to ensure the administration by it of services related to category I lands within its jurisdiction in such manner as not to prejudice the rights and benefits granted to the Inuit of Quebec by virtue of the Final Agreement.

In addition to the foregoing, there shall be a Regional Government for the entire area north of the 55th parallel. The Regional Government shall be made up of representatives elected from the communities, as well as from any new community which may be established north of the 55th parallel and which meets certain criteria to be negotiated. Other mechanisms may be negotiated for the initial constitution of the Regional Government.

Criteria concerning eligibility to participate in the election of the Regional Government shall include residency requirements. It is agreed that there will be guarantees for the participation of eligible non-natives (in a manner to be negotiated by the parties) in the administration of all services not specifically related to land matters in category I lands. This shall apply to whatever level of government furnishes such services.

The Regional Government under exclusively provincial jurisdiction, shall have some administrative and/or regulatory and/or policy making powers over certain subject matters, depending on

whether the subject matter relates to services or to lands and resources. It is understood that in certain cases these powers shall only be advisory.

The Regional Government shall have such officers and staff as may be necessary to properly carry out its functions.

Negotiations to finalize these matters will continue between the Inuit of Quebec and Quebec.

17. BURIAL SITES

Quebec will pay for the marking and, where the next of kin consent and it is reasonably possible, the removal of burial sites of the James Bay Crees prior to flooding.

18. NEGOTIATIONS WITH OTHER NATIVES OF QUEBEC

Quebec undertakes to negotiate with the other Indians of Quebec in respect to any of their claims and/or rights, and with the Inuit of the Belcher Islands in respect to any claims which they pretend to have in the Territory, but the James Bay Cree and the Inuit of Quebec negotiations will continue to take priority. However, the James Bay Crees and the Inuit of Quebec shall not be prejudiced in respect to any right or benefit hereunder in the event of any such claims or in respect to any matters relating thereto. Nothing in the present Clause shall be deemed to constitute per se a recognition of any rights.

19. ELIGIBILITY

A. JAMES BAY CREES

Status James Bay Crees as of November 15, 1974, and their status descendants shall be those entitled to benefit under the Final Agreement.

The non-status Crees of the James Bay area as of November 15, 1974, and their descendants, will also be entitled to hunting and fishing rights and other benefits to be negotiated. The compensation and category I lands (but not the category II lands) shall be increased proportionate to the number of non-status Crees of the James Bay area, provided that the maximum of such proportionate increase shall be based on a population of approximately 200 non-status Crees of the James Bay area.

The details of those eligible to benefit under the Final Agreement shall be the subject of further negotiations.

B. Inuit of Quebec

Any person who, at the date of the signing of the present agreement, possesses a disc number or possesses at least one-quarter Inuit blood quantum and, in addition, was born in Quebec or ordinarily resident in Quebec as of November 15, 1974, or, in accordance with criteria to be negotiated, is considered an Inuk by the community to which he claims affiliation, and such other persons as may be agreed

upon through further negotiations, and their descendants, shall be considered Inuit and eligible to benefit under the Final Agreement.

20. CONTINUANCE OF NEGOTIATIONS

Negotiations among the parties to this agreement shall continue concerning many details and aspects of the present agreement in order to conclude a Final Agreement. Discussions shall take place concerning existing federal and provincial electoral boundaries as they apply to the Territory.

21. COST OF NEGOTIATIONS, PREPARATIONS AND SETTLEMENT

Quebec shall pay some of the costs of negotiations, preparations and settlement and will furnish some free transportation to the Grand Council of the Crees (of Quebec) and to the Northern Quebec Inuit Association in respect to negotiation and settlement matters.

22. OTHER BENEFITS

All of the measures and benefits in favour of the Native people contained in the proposals of the Government of Quebec made public in January, 1974 and annexed hereto as Schedule "A", shall be carried out by Quebec if the Native people so desire, save as they may have been modified herein, or are inconsistent with the present agreement.

23. INTERPRETATIVE CLAUSE

A. Federal legislation incorporating the Final Agreement shall provide that where there is a conflict between a provision of that incorpo-

rating legislation and a provision of any other federal law applicable to the Territory or to the subject matters dealt with in the incorporating legislation, the provision of the incorporating legislation shall prevail, to the extent of such conflict.

B. Provincial legislation incorporating the Final Agreement shall provide that where there is a conflict between a provision of that incorporating legislation and a provision of any other provincial law applicable to the Territory or to the subject matters dealt with in the incorporating legislation, the provision of the incorporating legislation shall prevail, to the extent of such conflict.

24. PRIVATE AND FEDERAL INTERESTS

A. Provisions shall be made in the Final Agreement preserving the rights of the Crown in right of Canada in respect of federal properties and installations in the Territory which are then or thereafter owned by it or used for the purposes of the federal government.

B. The Final Agreement shall contain adequate safeguards dealing with the rights of persons not parties to that agreement and who may be affected thereby.

EXECUTED AT THE CITY OF MONTREAL, PROVINCE OF QUEBEC, ON THIS
15TH DAY OF NOVEMBER, 1974.

FOR THE GRAND COUNCIL OF THE CREES (OF QUEBEC):

Chief Robert Kanatewat
The Chief of the Fort George Band, Robert Kanatewat

Chief Fred Blackned
The Chief of the Old Factory Band, Fred Blackned

L O N G S
The Chief of the Eastmain Band, Matthew Shanush

Chief Billy Diamond
The Chief of the Rupert House Band, Billy Diamond

Chief Peter Gull
The Chief of the Waswanipi Band, Peter Gull

Chief Smally Petawabano
The Chief of the Mistassini Band, Smally Petawabano

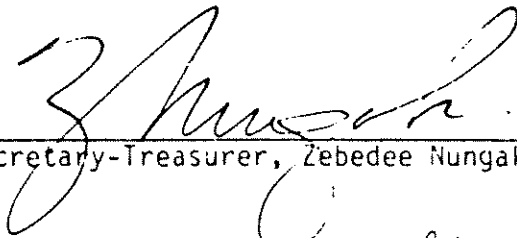
B O W A P
The Leader of the Nemaska Band, Bertie Wapachee

Chief Joseph Petagamskum
The Chief of the Great Whale River Band, Joseph Petagamskum

FOR THE NORTHERN QUEBEC INUIT ASSOCIATION:

C. W. Watt
The President, Charles W. Watt

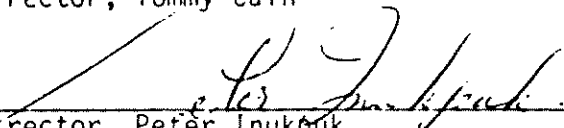
J. E. Watt
The Second Vice-President, John E. Watt



The Secretary-Treasurer, Zebedee Nungak

CF. PA

A Director, Tommy Cain



A Director, Peter Inukpuk



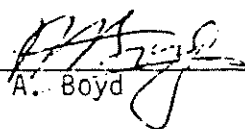
A Director, George Koneak

FOR THE GOVERNMENT OF QUEBEC:



The Minister of Intergovernmental Affairs,
The Honourable Gérard D. Levesque

FOR THE JAMES BAY ENERGY CORPORATION:



The President, Robert A. Boyd

FOR THE JAMES BAY DEVELOPMENT CORPORATION:



The President, Charles Boulva

Schedule "A"



GOVERNEMENT
DU QUÉBEC

MINISTÈRE DU
CONSEIL EXÉCUTIF COMMUNIQUE

FOR IMMEDIATE RELEASE

ROBERT BOURASSA ANNOUNCES THE PROPOSALS MADE BY
QUEBEC TO THE INDIAN AND INUIT PEOPLE OF THE JAMES BAY AREA

Québec, January 25, 1974 - Quebec Prime Minister Robert Bourassa today announced the details of an 11-point proposal which was submitted to the James Bay Indians and Inuit last November 29 by his special representative, Mr. John Ciaccia.

The proposals deal with:-

- 1 - Modifications to the project;
- 2 - Protection of the environment;
- 3 - Transfer of lands to Indian and Inuit people;
- 4 - Hunting, fishing and trapping rights;
- 5 - Adoption of social and economic programs;
- 6 - Participation of Native people in the Government of the region;
- 7 - Tax exemptions;
- 8 - Criteria of eligibility;
- 9 - Monetary compensation including cash payment and royalties;
- 10 - Establishment of a Native development corporation;
- 11 - A tripartite agreement with the Federal and Provincial Governments, Indian/Inuit people.

The modifications to the project take into consideration the pursuit of the Native way of life in certain areas of the territory. Hunting, fishing and trapping rights over the whole territory.

P A R T I C I P A T I O N

A committee on the environment will be formed with Native participation. The transfer of lands to Native people involve approximately 1,380,000 acres or some 2,000 square miles. The monetary compensation totals \$100 Million. The inclusion of the Natives in the Government of the region will assure their participation in the decision-making process of the territory.

The alternative to the James Bay project, said Prime Minister Bourassa, would be the construction of a great number of nuclear power stations on the St. Lawrence River with far greater possible effects on the environment. The energy to be generated by the James Bay project will be required to satisfy the needs of the Province in the 1980's.

Prime Minister Bourassa stressed the necessity of taking into consideration the needs and aspirations of the Native people and the intention of the Government to respect and preserve their cultural heritage and way of life. The Government not only wished to assist Native people to maintain their traditional pursuits, but also to help them to adapt, at their own pace, to the changing world around them to changes which are taking place inevitably even without major projects. He also emphasized that Native people must be given the full opportunity to benefit from all developments affecting them.

"The proposals", said Prime Minister Bourassa, take into account the future of a people and of a land. I am appealing to the leaders of the Native people for their cooperation, in order to begin a new era in the relationship between my Government and the Native people."

The following is the complete text of the statement made by Prime Minister Robert Bourassa:

"I would like to inform you of the results of the meetings which have taken place between my representative, Mr. John Ciaccia, and the representatives of the Native people. I also wish to inform you of the measures which the James Bay Development Corporation has agreed to take in order to protect the environment and to respect the way of life of the Native people, while at the same time permitting the development of a project which meets the needs of all Quebecers.

The development of the James Bay hydro electric project, of which I have often mentioned the necessity and importance, will bring more contact between Native people and other Quebecers, with the impact that such contact brings.

The Indians and Inuit are concerned with their future. I share their concern at the thought of additional strangers to their culture coming into their territory and at the development which could affect their environment. I address myself specifically to them in order to let them know the spirit in which the economic development of these regions will take place.

The development of this project has shown the necessity of taking into consideration the needs and aspirations of Native people in Nouveau Quebec. It is not our intention to proceed with the project without respecting and preserving the cultural heritage of

those who have lived for so long in this territory. On the contrary, we wish to make sure that these people and their cultural values will flourish in the changing world of today.

What we are seeing in James Bay has been the age-old conflict which has usually occurred when there has been contact between Native and non-Native people. This phenomena is not new. It has occurred in many countries and in other parts of Canada. It is also not a new phenomena in James Bay, but it has been accelerated by the hydro electric project.

Faced with the energy needs of this country in a situation of energy crisis in the world, the Government of Quebec is faced with seemingly conflicting demands.

On the one hand there are the absolute requirements of the people of Quebec for hydro electric power. Over the next few years the Province will require much more electrical energy to satisfy its own requirements. This will be provided by the James Bay project. If the project is not realized, there will be a serious shortage of electrical power in the early 1980's. This would have disastrous consequences in homes and industries, unless we had recourse to other forms of energy which would be more expensive and which would have more serious effects on the environment.

On the other hand there are the needs of the Native people and their traditional pursuits such as hunting, fishing and trapping.

The alternative to the James Bay project would be the construction of a great many nuclear power stations along the St. Lawrence River. However, such an alternative would present many difficulties and would have far more effects on the Quebec environment. We do not believe that it would be prudent to proceed in this manner.

There will be numerous advantages from the development of the hydraulic resources of the James Bay area. There will be substantial economies, the utilization of renewable energy, substantial effects on employment and industries in Quebec, and a completion within the required delays with proven techniques, while favouring the development of the territory.

However, we firmly believe that it is possible to proceed with the development of the territory in the interest of Quebec, and at the same time protect the Native people and respond to their needs.

We wish to assist them in maintaining their traditional pursuits and in preserving their cultural heritage, but we also wish to help them adapt, at their own pace, to the changing world around them - to changes which are taking place inevitably, even without major projects.

We must be able to furnish viable alternatives to Native people. We wish to help these communities and the people in them. Especially for the young people, we must be an understanding society which can provide alternatives to the younger generation and which can provide equality of opportunity, without denying them their cultural heritage.

These, then, are the objectives of the Government of Quebec.

On November 29, 1973, my representative submitted to the representatives of the Native people an 11-point proposal to realize these objectives. These 11 points are the following:-

- 1 - Modifications to the project;
- 2 - Protection of the environment;
- 3 - Transfer of lands to Indian and Inuit people;
- 4 - Hunting, fishing and trapping rights;
- 5 - Adoption of social and economic progress;
- 6 - Participation of Native people in the Government of the region;
- 7 - Tax exemptions;
- 8 - Criteria of eligibility;
- 9 - Monetary compensation including cash payment and royalties;
- 10 - Establishment of a Native development corporation;
- 11 - Tripartite agreement: Federal, Provincial, Indian/Inuit.

1 - MODIFICATIONS TO THE PROJECT

- a) Stoppage of the project to construct a seaport at Fort George;
- b) The construction works of the new airport at Fort George which have been suspended, will not be continued, except with the consent of the Indians at Fort George;
- c) The Puisseaux Reservoir will be eliminated, thus reducing the submerged areas in this region;
- d) The upper basin of the Caniapiscou River will be diverted into the watershed of the La Grande River, up-stream of LG-4 powerhouse, thus eliminating its being diverted by way of Bienville Lake and the Kanaaupscow River. Consequently, both Delorme and Caniapiscou Reservoirs are replaced by only one reservoir, the Candel Reservoir;
- e) We propose to eliminate the diversion of the upper basin of the Grande Baleine River into the La Grande River;
- f) As a result of the elimination of this diversion, the Bienville Reservoir will not be constructed for the La Grande Complex and the Kanaaupscow River will not be affected;

g) To replace the Grande Baleine diversion, we propose to divert the upper basin of the Eastmain River into the La Grande River, while it had been previously planned to effect this diversion towards the rivers to the South;

h) Lake Mistassini will not be affected by the La Grande Complex Project and even if the South is eventually developed, the level of the lake will not exceed that of the natural high waters;

i) The emplacement of the spillway at LG-2 Dam has been relocated, this takes into account the advice given by the counsellors of the Native people.

We are confident that these modifications will satisfy the aspirations of the Native people who wish to pursue their traditional way of life. In particular, the Native people who live in Ert George will be able to continue their traditional hunting and fishing along the Kanaaupscow River.

2 - PROTECTION OF THE ENVIRONMENT

Over and above these modifications, I have asked the James Bay Development Corporation and the James Bay Energy Corporation to form an Environment Committee and to include thereon some representatives of the Native people. This committee shall have the responsibility of carefully examining the project and of suggesting means to minimize the damages which may result from the construction of the project.

Over and above this Environment Committee, I have asked these corporations to effect some research with the view of palliating by preventive and planning measures the possible repercussions of certain works on the environment. These measures which will be carried out during the construction of the hydroelectric works, shall have as an objective not only to minimize the damages but also to allow the Indians and the Inuit to continue their way of life under better conditions.

These measures are the following:-

1 - The capture and relocalization of the terrestrial fauna during the rising of the water levels (caribou, moose, beaver, bear). The Indians and the Inuit will be those who will undertake these works if they so wish.

2 - The corporations will ensure the presence of adequate spawning-grounds and the establishment in the LG-1 Reservoir of proper means (artificial spawning-grounds, stocking, introduction of species, etc.) to ensure the reproduction of the desired species.

3 - We will lay out certain areas of the reservoirs before flooding to allow fishing; access from the shores at several places; the construction of new spawning-grounds; the selective cutting of trees to improve access to the reservoirs.

4 - The construction of an underwater shelf, if necessary, in the down-stream section of La Grande River to prevent excessive saline intrusion and to maintain a sufficient water level to protect the area during the filling of the LG-2 Reservoir.

5 - The arranging of portages at the hydroelectric works.

6 - The corporations will ensure water supply and the functioning of sewers at the places where they could be affected by a modification in the flow of the rivers.

7 - Control measures will ensure the protection of the shores around Ile des Gouverneurs in case of erosion.

8 - The corporations will evaluate the catch of fish in the proximity of the villages of Fort George, Eastmain and Fort Chimo and measures will be taken to guarantee that the necessary arrangements will be made to ensure a yield at least equivalent, taking into account the intensity of the fishing.

9 - The corporations, with the participation of the Native people of the village will control the traffic on the roads between the installations at LG-1 and the village of Fort George in order to restrict the free access of workers in the vicinity of the village and thus maintain the habitual quietness of this area.

10 - The corporations will limit to a minimum the construction, transport and warehousing activities in the vicinity of the village of Fort George.

The James Bay Development Corporation and the James Bay Energy Corporation will be called upon to explain these proposals in detail at a sitting of the Parliamentary Commission on Natural Resources.

3 - TRANSFER OF LANDS TO INDIAN AND INUIT PEOPLE

In the James Bay territory, Indian people either occupy Provincial reserves or Crown land over which they do not have clear title. To assure the stability, security and protection of these communities, for the present and for the future, my Government will transfer lands for the use and benefit of Indian and Inuit people. These lands will comprise Reserves for the use and benefit of Indian people under the provisions of the Indian Act, if Indian people so wish. Ownership of lands will also be transferred to the Inuit people. The totality of these lands will be 1,380,000 acres or 2,000 square miles.

4 - HUNTING, FISHING AND TRAPPING RIGHTS

My Government will grant hunting, fishing and trapping rights to Native people at all times in the James Bay territory over unoccupied Crown lands, as well as the exclusive trapping rights over certain areas of the territory, to be jointly designated by the Native people and by my Government.

In addition, regulations concerning hunting and fishing will be strictly enforced with respect to non-Native workers in the James Bay territory.

5 - ADOPTION OF SOCIAL AND ECONOMIC PROGRAMS

We must encourage those who wish to continue the traditional pursuits of hunting and fishing. However, a good number of Native people have already opted for employment as we know it in our society. For these, and for those who will wish other options in the future, we must permit them to take advantage of other means to earn their livelihood and to benefit from the economic activities of our society.

With this objective in mind, the following social and economic programs are envisaged:

- a) The Government will initiate a program for economic development of a trapping industry;
- b) The Government will institute a program for the establishment of hunting and fishing camps to be operated by Native people;
- c) Tourist facilities:

The Government will initiate a program, together with the Indian people to operate various tourist facilities. These programs will include:

- i) financial participation of Government;
 - ii) training programs for the Indian and Inuit people to own and operate these facilities;
 - iii) the Government will encourage Native equity participation in new enterprises which will be established in and around Native communities.
- d) The Government will publish tenders for contractors and sub-contractors in such a way to invite and encourage Native entrepreneurs, as well as Band Councils, to submit bids;

- e) Guarantee of sufficient revenue (guaranteed minimum income) for those who wish to hunt, fish and trap as a way of life. Option to be given to all those over 18 years;
- f) The Government will initiate training programs and incentive allowances in order that Native people can effectively take advantage of employment opportunities;
- g) The Government will assist Native people to organize efficient recruitment, placement and orientation services for Native people;
- h) The Government will provide those social services which are essential in order that Native people can benefit from the available employment opportunities.

6 - PARTICIPATION OF NATIVE PEOPLE IN THE GOVERNMENT OF THE REGION

The Quebec Government recognizes the legal authority of Chiefs and Band Councils on Reserves, in accordance with the Indian Act.

One member from each Indian Band Council and each Inuit Community Council will be elected to the general council of the Municipality of James Bay, under article 39 of Bill 50.

The Inuit Community Council will be recognized as the local council under article 38 of Bill 50.

7 - TAX EXEMPTIONS

The Native Development Corporation will be exempt from Provincial income tax for a period of 10 years.

8 - CRITERIA OF ELIGIBILITY

The benefits of this settlement will accrue to the Indians and Inuit living in the territory as of November 29, 1973, which territory was transferred to Quebec by the Government of Canada in 1898 and 1912.

9 - MONETARY COMPENSATION INCLUDING CASH PAYMENT AND ROYALTIES

The monetary compensation will include:

- a) a cash payment in the amount of \$40 Million payable over a period of 10 years; and
- b) royalties from all resources up to a maximum of \$60 Million, excluding royalties from those operations existing prior to November 29, 1973.

10 - ESTABLISHMENT OF A NATIVE
DEVELOPMENT CORPORATION

The funds could be paid to a Native development corporation which could be owned and administered by Native people. A portion of the funds should be divided among the local communities for community use and local development. A portion of the shares of the corporation could be owned on a collective basis by the communities and a portion could be held by individual Native shareholders with a prohibition to alienate such shares for a period of 20 years. The distribution of profits could be determined by Native people, within certain norms to be mutually agreed upon.

The Corporation could be developed in such a way so that the decisions concerning the moneys which it will administer shall be taken by the people at the local level.

The setting up of such a Corporation, the distribution of its shares to Native people, and the appointment and election of Natives as Directors, could have great benefit in terms not only of the financial returns enjoyed, but in the development and training of Native people in terms of awareness and skill in the administration of financial and business affairs.

11 - TRIPARTITE AGREEMENT -
FEDERAL, PROVINCIAL, INDIAN/INUIT

Any settlement reached on the proposals submitted by the Government could form part of an agreement between the Governments of Canada, Québec and the Indians and Inuit.

CONCLUSION

This 11-point proposal was submitted to the representatives of the Native people on November 29, 1973. They assured us that a reply would be forthcoming. At their request, their technical advisers have met with those of the James Bay Development Corporation, and the Energy Corporation to discuss the possibilities of modifications and of remedial works. These meetings are continuing.

The results of this 11-point proposal will be:

- a) to permit those Indian and Inuit people who wish to continue hunting, fishing and trapping as their occupation, to do so; it will permit and encourage the younger people who wish to pursue this way of life to do so with adequate guarantees;
- b) to offer viable alternatives to those Indian and Inuit people, both young and old, who have not chosen to pursue hunting, fishing and trapping as their main livelihood. Greater opportunities will be offered to these people in a variety of choices and of their own choosing;

- c) the transfer of lands will provide security for present and future generations; the Native people need not fear that the development of the territory will mean the end of their communities;
- d) the moneys, through the development corporation, will enable them to take advantage of the opportunities that are being created and to decide for themselves the kind of life that they wish to live; it will enable them to provide stability and security for themselves and their communities;
- e) the various economic and social programs will assure that these people will not depend on social welfare and will in effect be able to develop themselves by their own efforts, as they see fit;
- f) the inclusion of Native people in the Government of the region will assure their participation in the decision-making process in the territory.

In the past my Government has, perhaps, had some difficulty in communicating with Native people, even if we had in the past approximately a dozen meetings. However, now that the dialogue has recommenced, we hope it will be carried out to a successful conclusion. To assure that these objectives are reached, I will communicate this statement to all the Natives of the James Bay region. In addition, my representative will be available at all times to continue to meet with their representatives. I would like to underline that his mandate to find a solution equitable to all parties is clear and precise. Knowing the qualifications of Mr. Ciaccia, I am confident that with the understanding and good faith of each and every one, that an agreement will be reached.

We wish to have a development where both Indian and non-Indian will benefit. Too often, these developments have taken place and have left Native people aside. Unilateral development is a thing of the past. These developments are inevitable, but we are saying that the way of life and the needs of Native people must be taken into account, and that Native people must be given the full opportunity to benefit from them.

This allows the Native people not to be destroyed by our civilization, but to flourish in our society.

These proposals take into account the future of a people and of a land. I am appealing to the leaders of the Native people for their cooperation, in order to begin a new era in the relationship between my Government and the Native people."

Schedule "B"

SCHEDULE "B"

GENERAL PRINCIPLES RESPECTING A
HUNTING, FISHING AND TRAPPING REGIME

1. Subject to the principle of conservation as defined herein and to acquired rights as specified herein, the Native people shall have the right to hunt, fish and trap all wild fauna except species completely protected from time to time (elsewhere herein referred to as the right to harvest) and such right of the Native people shall extend over all the Territory (as defined by the Agreement in Principle) at all times where these activities are physically possible and do not conflict with other physical activity or public safety, it being understood that hunting and fishing activity refers to that activity for personal and community use. Community use shall include the exchange or sale of fish and meat as at present practised between communities and/or members of the community.

This right shall include the right to possess and transport the products of harvesting activity.

By way of example, the creation of parks, the granting of forestry or mining concessions will not, in itself, be a conflicting use, that is Native people may continue to hunt, fish and trap in those areas where it is physically possible. The ownership of any land within the existing settlements or communities within the Territory, or within future settlements or communities, shall exclude such lands from hunting, fishing and trapping.

2. Subject to the principle of conservation as herein defined and to acquired rights as herein designated and as long as Native people wish to exercise these rights, they shall have exclusive trapping rights throughout the Territory wherever trapping is physically possible as defined above, and with the right to trap for all commercial purposes.

3. The potential for the development of commercial fisheries in the Territory is recognized. In accordance with the general regimes established by agreement for land categories I and II, Native people shall have the exclusive right to conduct such fisheries within the said categories I and II.

4. The hunting, fishing and trapping regime to be applied in the Territory shall be established by agreement through the present negotiations. This regime will involve a minimum of regulations applicable to Native people, and it is understood that the control of non-native activity will be more restrictive than the control over native activity. It will not be possible for government through unilateral action to change or affect the regime in such a way as to infringe upon the rights of the Native people established by agreement at negotiations.

5. For purposes of the agreement respecting hunting, fishing and trapping, conservation shall be defined as follows:

"Conservation is the pursuit of the optimum natural productivity of all living resources and the protection of the ecological system of the Territory so as to protect endangered species and ensure primarily the continuance of the traditional pursuits of the Native people, and secondarily so that non-native people may satisfy their needs for recreational hunting and fishing."

6. To correspond with the reality of native activity and to simplify the treatment of that activity, the activities of hunting, fishing and trapping of Native people are designated elsewhere in this agreement as "harvesting" which is defined as:

"the capture and/or killing of all wild fauna, except species from time to time completely protected, at all times for personal and community purposes as defined in Section 1 above, or for commercial purposes related to the fur trade as specified in Section 2 above."

7. For the purposes of the hunting and fishing regime only, the three categories of land in the Territory shall be defined as follows:

Category I : an area under the complete and exclusive control of the Native people and for the exclusive use of Native people.

Category II : given replaceable areas, where only Native people shall have the right to hunt and fish, which right shall include the right to permit non-native hunting and fishing.

Category III : an area subject to joint use by Native people and non-natives subject to the rights, conditions and restrictions established by agreement through negotiations.

All categories shall be subject to the principle of conservation as defined herein.

8. Subject to the rights and restrictions established by and made part of the agreement respecting the hunting, fishing

and trapping regime, the regulation of the regime in Category III and in Category II, and for matters relating to conservation in Category I, shall be conducted jointly by Native people and by government. Joint management of the regime shall be handled by an expert body made up of native and government representatives on a consultative basis, in accordance with the principles hereinafter set forth. This body shall be known as the Co-ordinating Committee. The composition of the Co-ordinating Committee shall involve 50% native representation and 50% government representation. A system of rotating chairmanship shall be established for the Co-ordinating Committee, under which the chairman, who shall hold office for one year, shall be chosen from among the native representatives for the first year, from the government representatives for the second year and so forth on an alternating basis. In the case of deadlock in the Committee, the chairman shall have a second and deciding vote.

The operation of the Co-ordinating Committee shall be subject to certain fundamental principles established by agreement at negotiations, such as priority to native harvesting based on present existing levels of harvesting, the concept of conservation as defined in Section 5 above and such other guidelines as the parties shall determine at these negotiations.

The Co-ordinating Committee shall be considered the preferential and exclusive spokesman to which the government parties and the native parties must necessarily turn to exchange information pertaining to the functions of the Committee.

In accordance with its role, function and responsibilities respecting management of the hunting, fishing and trapping regime, the Co-ordinating Committee shall have the sole power to draft regulations respecting the hunting, fishing and trapping regime in Category III and Category II, such regulations and all decisions of the Co-ordinating Committee to be subject to the approval of the Minister of Tourism, Fish and Game, and if required for adoption by the Lieutenant-Governor-in-Council, or by the appropriate

federal Minister or by the Governor-in-Council in respect to matters falling under federal jurisdiction. The appropriate Minister shall have the authority to veto such draft regulations or decisions emanating from the Co-ordinating Committee except with respect to moose and caribou as specified below. However, before modifying or refusing to submit such regulations or other decision for enactment, or before submitting a new regulation or other decision for enactment or taking new action, the appropriate Minister shall consult with the Co-ordinating Committee and shall endeavour to respect the views and position of the Co-ordinating Committee on any matter respecting the hunting, fishing and trapping regime in the Territory.

Subject to the principle of conservation, the recommendation of the Co-ordinating Committee with respect to quotas for moose and caribou shall be binding on the Minister of Tourism, Fish and Game.

9. The principles of priority to Native harvesting based on present existing levels of harvesting shall be applied. This shall mean that in conformity with the principle of conservation and where game populations permit, Native people will be guaranteed levels of harvesting equal to present levels of harvesting, such levels to be established through negotiations, and that the Co-ordinating Committee in any given year, in allocating harvesting quotas for natives and non-natives over and above this guaranteed level shall take into account the needs of the Native people and of non-natives for recreational hunting and fishing. Subject to the above, there will always be some quotas for non-native hunters and fishermen. It is agreed that if game populations do not permit levels of harvesting equal to the present levels of native harvesting, the entire quota shall be allocated to the Native people. Similar principles shall be applied with respect to such species as may not reasonably be managed by means of quota.

10. Certain species of animals, fish and birds, in land Categories I, II and III, shall be reserved for the exclusive use of Native people.

These species are designated in Appendix I of this schedule.

11. Non-native hunting and fishing shall be restricted to sport hunting and fishing, except for commercial fishing in Category III.

12. In land Category III, a control shall be exercised by the Co-ordinating Committee over the number of non-natives permitted to hunt and fish in the Territory and over the places and times they may hunt and fish. In general, non-natives shall use the facilities provided by outfitters for hunting, fishing and recreation in the Territory, it being understood that special rules, controls or special types of outfitting facilities may be created to meet the specific recreational needs of residents of the Territory and of temporary labour forces involved in construction work.

13. Native people shall have the exclusive right to open and operate outfitting facilities within the area of land Categories I and II. Non-native outfitting operations which presently exist in the areas to be designated as category I and II lands, may only continue at the discretion of the Native people, subject to the operators' right to receive reasonable notice and to be permitted adequate time to relocate. If such operators are required to move, they shall receive from Quebec prompt and adequate compensation, and shall receive preferential consideration if they wish to relocate in category III, notwithstanding the native right of first refusal for outfitting in category III.

Within Category III lands, Native people shall have a right of first refusal for outfitting facilities. This right shall last for twenty years after the Final Agreement, and at the expiry of this period this right shall be reviewed by the Co-

ordinating Committee on the basis established by agreement at negotiations. The right of existing operators of outfitting facilities in land Category III to continue their operations after the Final Agreement shall be respected. However, the native right of first refusal mentioned above shall apply to existing outfitting facilities at such time as existing ownership or rights to lease respecting such facilities terminate and/or are to be transferred to different owners. This principle also shall apply to government outfitting facilities, at such time as government control and operation terminates.

14. The hunting, fishing and trapping regime shall be policed by predominantly native personnel.

15. With respect to the guarantee and protection of hunting, fishing and trapping rights of Native people against future development of renewable and non-renewable resources in the Territory, or any other development affecting the Territory, there shall be established by agreement at negotiations a procedure whereby all such developments are made subject to environmental and social impact assessment studies and also subject to regulations whereby the impacts on Native people and on the wildlife resources of the Territory are properly taken into account so as to be reasonably minimized when negative.

Assessment studies of environmental and social impacts of resource developments shall show due consideration for impacts of developments on Native people and their economies and for the conservation of wildlife resources. A procedure shall be established by agreement at negotiations whereby Native people will be given the opportunity to be involved in the decision-making process in respect to decisions taken on the basis of social and environmental impact statements and in respect to the decisions which arise in the implementation of land use regulations.

16. In the application of this regime, special consideration will be given to particular factors which exist in the southern portion of the Territory.

17. This hunting, fishing and trapping regime shall not apply to migratory birds and marine mammals. However Canada and Quebec, within the limits of their respective jurisdiction, undertake to negotiate with the Native people possible hunting and fishing rights in respect to the migratory birds and marine mammals in favour of the James Bay Crees and the Inuit of Quebec, without prejudice to existing rights of the Native people in regard to such migratory birds and marine mammals.

APPENDIX I

Native people shall have the exclusive right to harvest the following species of animals in the Territory:

Fur-bearers:

- ✓ All mustelids (i.e. mink, ermine, weasels, marten, fisher, otter, skunk and wolverine.)
- ✓ Beaver
- ✓ Lynx and bobcat
- ✓ Foxes and coyote
- ✓ Squirrels
- Polar bear
- ✓ Raccoon
- ✓ Muskrat

Fish:

- Whitefishes
- Sturgeon
- Suckers
- Barbot
- Hiodons (Mooneye and Goldeye)
- capelin

Small Game:

Marmots

Birds:

(to be negotiated)

By...
...

Other:

Muskox (to be negotiated)

Porcupine

Lemmings