

**AGREEMENT RELATING TO THE CREE/INUIT
OFFSHORE OVERLAPPING INTERESTS AREA**

**BETWEEN
THE CREES OF QUÉBEC
AND
THE NUNAVIK INUIT**

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AGREEMENT RELATING TO THE CREE/INUIT OFFSHORE OVERLAPPING INTERESTS AREA

BETWEEN, ON THE ONE HAND: The **CREES OF QUÉBEC**, acting through the **GRAND COUNCIL OF THE CREES (EEYOU ISTCHEE)**

AND

ON, THE OTHER HAND: **NUNAVIK INUIT**, acting through **MAKIVIK CORPORATION**.

PREAMBLE

WHEREAS the Crees of Québec and the Nunavik Inuit have always occupied and used the Overlap Area and have developed traditions for sharing the Overlap Area;

WHEREAS, on November 11th, 1975, the Crees of Québec and the Nunavik Inuit entered into the James Bay and Northern Québec Agreement, which gave, granted, recognized and provided to the Crees of Québec and the Nunavik Inuit the rights, privileges and benefits set out therein;

WHEREAS the James Bay and Northern Québec Agreement did not affect, modify or otherwise impair, restrict or infringe upon the aboriginal and other rights, titles and interests of the Crees of Québec and of the Nunavik Inuit in areas situated outside the borders of the province of Québec, including the marine areas and islands adjacent to the said province in James Bay, Hudson's Bay, Hudson's strait and Ungava bay;

WHEREAS, in a letter of commitments dated November 15th, 1974, certain understandings reached between the Government of Canada and the Crees of Québec and the Nunavik Inuit were set out, including the undertaking of Canada to negotiate with the Crees of Québec and the Nunavik Inuit in regard to the said offshore areas;

WHEREAS such negotiations are ongoing with both the Crees of Québec and the Nunavik Inuit;

WHEREAS the Crees of Québec and the Nunavik Inuit have certain overlapping aboriginal and other rights, titles and interests in certain marine areas and islands adjacent to the province of Québec in James Bay and Hudson's Bay;

WHEREAS, on August 21st, 2002, the Grand Council of the Crees (Eeyou Istchee) and Makivik Corporation reached a "Cree/Inuit Agreement on Offshore Overlap" which was subsequently ratified pursuant to the terms of that agreement;

WHEREAS on October 25th, 2002 the Nunavik Inuit and the Government of Canada signed an "Agreement-in-Principle concerning the Nunavik Marine Region";

WHEREAS the parties hereto wish to set out in writing the terms and arrangements flowing from the "Cree/Inuit Agreement on offshore overlap" and to incorporate such terms and arrangements in the Nunavik Inuit Final Agreement and in the Crees of Québec Final Agreement;

WHEREAS the Crees of Québec and the Nunavik Inuit wish to reiterate the continued good relations, cooperation and solidarity which has characterized their relationship since the negotiations of the James Bay and Northern Québec Agreement.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

PART I - GENERAL

- 1.1 The provisions of this Agreement shall all be incorporated in the Nunavik Inuit Final Agreement, and any modifications to the wording of this Agreement carried out for purposes of coherence with the Nunavik Inuit Final Agreement shall only be made with the consent of the GCC(EI), which consent shall not be arbitrarily or unreasonably withheld.
- 1.2 The provisions of this Agreement shall all be incorporated in the Crees of Québec Final Agreement, and any modifications to the wording of this Agreement carried out for purposes of coherence with the Crees of Québec Final Agreement shall only be made with the consent of Makivik Corporation, which consent shall not be arbitrarily or unreasonably withheld.
- 1.3 In the event of any inconsistency between the Nunavik Inuit Final Agreement or the Crees of Québec Final Agreement and the provisions herein, this Agreement shall prevail to the extent of such inconsistency or conflict.
- 1.4 For greater certainty, nothing on this Agreement, in the Nunavik Inuit Final Agreement, or in any legislation ratifying or implementing their terms, shall:
 - a) constitute a cession, release, surrender or other qualification or limitation of any aboriginal or treaty rights of the Crees of Québec, including those rights set out under the terms of the JBNQA;
 - b) be interpreted as to abrogate or derogate from or otherwise conflict or be inconsistent with any aboriginal or treaty rights of the Crees of Québec, including those rights set out under the terms of the JBNQA.

- 1.5 For greater certainty, nothing in this Agreement, in the Crees of Québec Final Agreement, or in any legislation ratifying or implementing their terms shall:
- a) constitute a cession, release, surrender or other qualification or limitation of any aboriginal or treaty rights of the Nunavik Inuit, including those rights set out under the terms of the JBNQA;
 - b) be interpreted as to abrogate or derogate from or otherwise conflict or be inconsistent with any aboriginal or treaty rights of the Nunavik Inuit, including those rights set out under the terms of the JBNQA.
- 1.6 The reciprocal arrangements between the Nunavik Inuit and the Inuit of Nunavut set out in article 28 of the Nunavik Inuit AIP and in article 40 of the Nunavut Land Claims Agreement shall not affect the rights, titles and interests of the Crees of Québec in the Cree/Inuit Offshore Overlapping Interests Area as set out in this Agreement and the Crees of Québec Final agreement.
- 1.7 The Nunavik Marine Region which will be set out and described in the Nunavik Inuit Final Agreement shall comprise the Nunavik Marine Region as described in Schedule 3-1 of the Nunavik Inuit AIP save that the geographic coordinate of that description which reads as follows:

"- thence southeasterly in a straight line to a point at the intersection of 53°45'N latitude and 79°05'W longitude at the ordinary low water mark on the south shore of Québec, south of Chisasibi"

shall be replaced by the following:

"- thence southeasterly in a straight line to a point at the intersection of 53°45'31"N latitude and 79°06'55"W longitude, north of Aatsiguuyaannuminshtuk island;

- thence due east along the 53°45'31"W latitude to a point at the ordinary low water mark on the shore of Québec south of Chisasibi at the intersection of 53°45'31"N latitude and 79°04'56"W longitude;"

- 1.8 Unless otherwise stipulated in this Agreement, nothing in this Agreement affects or is intended to affect any rights of Nunavik Inuit under the Nunavik Inuit Final Agreement or of Crees of Québec, under the Crees of Québec Final Agreement in or related to the Overlap Area, including with respect to wildlife compensation, capital transfers, resource revenues sharing or resource royalty sharing.

PART II - OBJECTS

2.1 The principal objects of this Agreement are as follows:

- a) to provide for the continuation of harvesting by the Crees of Québec and the Nunavik Inuit in the Cree/Inuit Offshore Overlapping Interests Area, regardless of land claims agreement boundaries;
- b) to identify the Cree/Inuit Offshore Overlapping Interests Area and the three (3) zones comprised within this Overlap Area;
- c) to identify a Joint Inuit/Cree Zone within this Overlap Area, and with respect to such Joint Zone to provide for:
 - i) the joint and equal ownership of lands and the joint and equal sharing of other interests, benefits and revenues by the Crees of Québec and the Nunavik Inuit;
 - ii) the sharing of wildlife between the Crees of Québec and the Nunavik Inuit in accordance with the harvesting interests of both groups;
 - iii) the joint and equal participation of the Crees of Québec and the Nunavik Inuit in the management of the lands, resources and wildlife, including joint and equal participation in regimes for wildlife management, planning, land and water management and development impact assessment in such zone;
- d) to identify an Inuit Zone within this Overlap Area and with respect to such zone, to provide for:
 - i) the ownership of lands by the Nunavik Inuit and other interests, benefits and revenues of the Nunavik Inuit;
 - ii) the sharing of wildlife between the Crees of Québec and the Nunavik Inuit in accordance with the harvesting interests of both groups;
 - iii) the participation of the Crees of Québec in the management of wildlife, including participation in the regime for wildlife management to be provided for in the Nunavik Inuit Final Agreement;
- e) to identify a Cree Zone within this Overlap Area and with respect to such zone, to provide for:

- i) the ownership of lands by the Crees of Québec (save those islands described in schedule 6) and other interests, benefits and revenues of the Crees of Québec;
 - ii) the sharing of wildlife between the Crees of Québec and the Nunavik Inuit in accordance with the harvesting interests of both groups;
 - iii) the participation of the Nunavik Inuit in the management of wildlife, including participation in the regime for wildlife management provided for in the Crees of Québec Final Agreement;
- f) to promote cooperation and good relations between the Crees of Québec and the Nunavik Inuit and with third parties.

PART III - DEFINITIONS AND INTERPRETATIONS

3.1 In this Agreement:

“Basic Needs Level” means:

- a) for the Nunavik Inuit, the level of harvest in the Overlap Area for specific species, stocks or populations of wildlife determined on the basis of available information and reflecting consumption or use by Nunavik Inuit and marketing or trade by Nunavik Inuit for consumption or use in the Overlap Area or in northern Québec;
- b) for the Crees of Québec, the level of harvest in the Overlap Area for specific species, stocks or populations of wildlife determined on the basis of available information and reflecting consumption or use by the Crees of Québec and marketing or trade by the Crees of Québec for consumption or use in the Overlap Area or in northern Québec.

“Cree/Inuit Offshore Overlapping Interests Area” or *“Overlap Area”* means those areas described in Schedule 1 hereto and depicted for information purposes only on the map appended as Schedule 5 hereto;

“Crees of Québec” means the *“Crees”* as defined in the JBNQA;

“Crees of Québec Final Agreement” means a Final Agreement between the Crees of Québec and Her Majesty the Queen in Right of Canada concerning the Eeyou Marine Region and which is to be negotiated, signed and ratified;

“Cree Zone” means those areas described in Schedule 3 hereto and depicted for information purposes only on the map appended as Schedule 5 hereto;

“EMR” means the “*Eeyou Marine Region*”;

“*Eeyou Marine Region*” means the area to be described in the Crees of Québec Final Agreement and including the Overlap Area;

“GCC(EI)” means the “*Grand Council of the Crees (Eeyou Istchee)*”;

“GDO” means the GCC(EI) or an organization designated by the GCC(EI);

“*Grand Council of the Crees (Eeyou Istchee)*” or “GCC(EI)” means the Corporation representing the Crees of Québec;

“*harvest*” means the reduction of wildlife into possession, and includes hunting, trapping, fishing, netting, egging, picking, collecting, gathering, spearing, killing, capturing or taking by any means;

“*Inuit of Nunavut*” means “Inuit” as defined in Section 1.1.1 of the Nunavut Land Claims Agreement;

“*Inuit Zone*” means those areas described in Schedule 4 hereto and depicted for information purposes only on the map appended as Schedule 5 hereto;

“*James Bay and Northern Québec Agreement*” or “JBNQA” means the Agreement approved, given effect and declared valid by the *James Bay and Northern Québec Native Claims Settlement Act* (S.C., 1976-77, chapter 32) and by the *Act approving the Agreement concerning James Bay and Northern Québec* (S.Q., 1976, chapter 46), and as amended from time to time by Complementary Agreements thereto;

“JBNQA” means the “*James Bay and Northern Québec Agreement*”;

“*Joint Inuit/Cree Zone*” or “*Joint Zone*” means those areas described in Schedule 2 hereto and depicted for information purposes only on the map appended as Schedule 5 hereto;

“*Joint Zone*” means the “*Joint Inuit/Cree Zone*”;

“*land*” includes land covered by water, and the minerals in or on land;

“*Makivik Corporation*” or “*Makivik*” means the Corporation representing Nunavik Inuit and created by virtue of *An Act respecting the Makivik Corporation*, S.Q., 1978, chapter 91, R.S.Q., chapter S-18.1;

“*Makivik*” means the “*Makivik Corporation*”;

“*marine areas*” means Canada’s internal waters or territorial sea, whether open or ice-covered, but does not include inland waters in Québec. For greater certainty, the reference to internal waters or territorial sea includes the seabed and subsoil below those internal waters or territorial sea;

"marine resources" means organic and inorganic resources, including land, water and ice, located in, on or under the Overlap Area, and includes wildlife inhabiting the Overlap Area on a permanent, temporary or seasonal basis.

"MDO" means Makivik Corporation or an organization designated by Makivik Corporation;

"minerals" means precious and base metals and other non-living, naturally occurring substances whether solid, liquid or gaseous, excluding water, but including coal, petroleum, gold and silver;

"Nunavik Inuit" means the *"Inuit"* as defined in the JBNQA;

"Nunavik Inuit Final Agreement" means the Final Agreement between the Nunavik Inuit and Her Majesty the Queen in Right of Canada concerning the Nunavik Marine Region and which is to be negotiated, signed and ratified pursuant to the Nunavik Inuit AIP;

"Nunavik Inuit Marine Region Agreement-in-Principle" or *"Nunavik Inuit AIP"* means the Agreement-in-Principle between Nunavik Inuit and Her Majesty the Queen in Right of Canada signed on October 25th, 2002;

"Nunavik Inuit AIP" means the *"Nunavik Inuit Marine Region Agreement-in-Principle"*;

"NMR" means the *"Nunavik Marine Region"*;

"Nunavik Marine Region" or *"NMR"* means the area described in Article 3 of the Nunavik Inuit AIP as amended by section 1.7 hereof and including the Overlap Area;

"Nunavut Land Claims Agreement" means the Agreement between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada ratified, given effect and declared valid by the *Nunavut Land Claims Agreement*, S.C. 1993, c. 29;

"Overlap Area" means the "Cree/Inuit Offshore Overlapping Interests Area";

"Total Allowable Take" for a species, stock or population means an amount of wildlife able to be lawfully harvested;

"resources" includes lands, minerals, wildlife, water and the environment generally;

"wildlife" means all terrestrial, aquatic, avian and amphibian flora and fauna *ferae naturae*, and all parts and products thereof;

"water" means waters in any river, stream, lake or other body of inland waters on the surface or underground and includes all inland ground waters and ice.

3.2 The preamble and schedules referred to in this Agreement form an integral part hereof.

3.3 The Overlap Area constitutes part of both the NMR and of the EMR.

PART IV - WILDLIFE HARVESTING

- 4.1 Subject to the terms of this Agreement, throughout the Overlap Area, the Nunavik Inuit and the Crees of Québec shall have the same rights respecting the harvest of wildlife, with these rights being exercised in accordance with their respective customs and traditions in a manner so as not to compromise each other's harvesting activities.
- 4.2 The Nunavik Inuit shall not, without the consent of the Crees of Québec, harvest for commercial purposes nor exercise any harvest rights of a commercial nature or any rights to operate outfitting or recreational harvest facilities in the Cree Zone. The Crees of Québec shall not, without the consent of the Nunavik Inuit, harvest for commercial purposes nor exercise any harvest rights of a commercial nature or any rights to operate outfitting or recreational harvest facilities in the Inuit Zone.
- 4.3 Where the Basic Needs Levels for the Overlap Area of both the Nunavik Inuit and of the Crees of Québec exceed the Total Allowable Take in the Overlap Area for a specific species, stock or population of wildlife, the Total Allowable Take in the Overlap Area for the concerned species, stock or population of wildlife shall be allocated between the Nunavik Inuit and the Crees of Québec so as to reflect the ratio of their Basic Needs Levels for that species, stock or population, and both such allocations shall be awarded the same order of priority.
- 4.4 In the Joint Zone, the Total Allowable Take, the Basic Needs Levels and all other wildlife management responsibilities shall be jointly and equally determined and assumed by the bodies responsible for such under the Nunavik Inuit Final Agreement and the Crees of Québec Final Agreement. The Nunavik Inuit and the Crees of Québec shall have equal participation and an equal voice in such bodies when such bodies are making decisions or carrying out their responsibilities related to wildlife management in the Joint Zone.
- 4.5 In the Inuit Zone, the Total Allowable Take, the Basic Needs Levels and all other wildlife management responsibilities shall be determined and assumed by the body responsible for such under the Nunavik Inuit Final Agreement. The Crees of Québec shall be entitled to have an observer with the right of participating in the deliberations of such body when it is making any decisions or carrying out any of its responsibilities. This observer shall moreover be entitled to vote in such body and to replace an Inuit nominee therein when it is making decisions or carrying out its responsibilities related to wildlife management in the Inuit Zone.
- 4.6 In the Cree Zone, the Total Allowable Take, the Basic Needs Levels and all other wildlife management responsibilities shall be determined and assumed by the body responsible for such under the Crees of Québec Final Agreement. The Nunavik Inuit shall be entitled to have an observer with the right of participating in the deliberations of such body when it is making any decisions or carrying out

- any of its responsibilities. This observer shall moreover be entitled to vote in such body and to replace a Cree nominee therein when it is making decisions or carrying out its responsibilities related to wildlife management in the Cree Zone.
- 4.7 For greater certainty, the presumptions as to needs provided in sections 5.3.7 to 5.3.12 and the allocation of Total Allowable Take provided for in sections 5.3.13 and 5.3.14 of the Nunavik Inuit AIP (and any related provisions in the Nunavik Inuit Final Agreement) as well as any similar provisions in the Crees of Québec Final Agreement shall be shared and applied throughout the Overlap Area in a manner consistent with the level of harvest of each group within the Overlap Area.
- 4.8 The right of first refusal to establish and operate new commercial operations set out in section 5.3.15 of the Nunavik Inuit AIP (and any related provisions in the Nunavik Inuit Final Agreement) and any similar provisions in the Crees of Québec Final Agreement shall be jointly and equally held by Nunavik Inuit and the Crees of Québec in the Joint Zone. In the Cree Zone, this right will be exclusively exercised by the Crees of Québec. In the Inuit Zone, this right will be exclusively exercised by the Nunavik Inuit.
- 4.9 The GCC(EI) shall represent the Crees of Québec for all purposes related to wildlife management in the Joint Zone and in the Inuit Zone unless the GCC(EI) designates another organization for such purposes. Makivik Corporation shall represent the Nunavik Inuit for all purposes related to wildlife management in the Joint Zone and in the Cree Zone unless Makivik Corporation designates another organization for such purposes.

PART V - LAND OWNERSHIP IN THE OVERLAP AREA

A) JOINT ZONE

- 5.1 In the Joint Zone, lands may be selected pursuant to Article 11 of the Nunavik Inuit AIP (or its equivalent in the Nunavik Inuit Final Agreement) or pursuant to similar provisions under the Crees of Québec Final Agreement, only with the consent of both the GCC(EI) and of Makivik Corporation, which consent shall not be arbitrarily or unreasonably withheld.
- 5.2 Unless the GCC(EI) and Makivik Corporation agree otherwise, in the Joint Zone, 80% of all the lands shall be selected for joint ownership by the Crees of Québec and the Nunavik Inuit, and all lands selected therein by either group shall be jointly owned as provided herein.
- 5.3 In respect to any lands in the Joint Zone which are withdrawn from disposal under the *Territorial Land Act* or the *Commissioner's Land Act*, as may be applicable, and which require the consent of either Makivik or of the GCC(EI) to be leased or otherwise alienated, the parties agree that neither the consent of

Makivik or of the GCC(EI) will be provided for such purposes unless both Makivik and the GCC(EI) jointly consent to said lease or alienation.

- 5.4 Upon the ratification of either the Nunavik Inuit Final Agreement or the Crees of Québec Final Agreement, whichever comes first, the lands selected by either the Nunavik Inuit or the Crees of Québec in the Joint Zone shall vest equally in a MDO on behalf of and for the benefit of Nunavik Inuit and in a GDO on behalf of and for the benefit of the Crees of Québec, as joint tenants and not as tenants in common. The Crees of Québec and the Nunavik Inuit shall have, through the MDO and the GDO respectively, the same and equal interests in such lands.
- 5.5 All provisions of the Nunavik Final Agreement applying to Nunavik Inuit Lands under the meaning of that Final Agreement, except provisions incompatible with the present Agreement such as provisions providing for vesting of Nunavik Inuit Land, but including provisions respecting property descriptions, surveys and boundaries, shall also apply to the jointly owned lands in the Joint Zone. Any rights or powers of a MDO under the Nunavik Final Agreement in respect of Nunavik Inuit Lands shall be exercised and enjoyed jointly and equally by a MDO and a GDO in respect of the jointly owned lands in the Joint Zone.
- 5.6 All provisions of the Crees of Québec Final Agreement applying to Cree Lands under the meaning of that Final Agreement, except provisions incompatible with the present Agreement such as provisions for vesting of Cree Lands, but including provisions respecting property descriptions, surveys and boundaries, shall also apply to the jointly owned lands in the Joint Zone. Any rights or powers of a GDO under the Crees of Québec Final Agreement in respect of Cree Lands shall be exercised and enjoyed jointly and equally by a GDO and a MDO in respect of the jointly owned lands in the Joint Zone.
- 5.7 With respect to any lands in the Joint Zone, and notwithstanding any other rule or process provided by statute, at law or in equity, neither the Nunavik Inuit nor the Crees of Québec shall:
- a) create or dispose of a legal or equitable interest to or in the lands;
 - b) seek or submit to sever or partition the lands;
 - c) establish or operate facilities associated with the sports or commercial use of wildlife or facilities associated with the observations, study or enjoyment of natural or cultural features of the land; or
 - d) make use of the lands so as to cause physical alteration or in any way diminish their value;

without the prior written consent of both the Nunavik Inuit and the Crees of Québec acting through a MDO and a GDO respectively, and any act or instrument purporting to do so shall be null, void and of no effect.

B) CREE ZONE

- 5.8 In the Cree Zone, to the exception of the lands described in schedule 6, no land may be selected by the Nunavik Inuit pursuant to Article 11 of the Nunavik Inuit AIP (or its equivalent in the Nunavik Inuit Final Agreement); and all other land selections made by the Nunavik Inuit pursuant to the Nunavik Inuit Final Agreement must be carried out in such a fashion as to ensure that the Cree of Québec will be capable of selecting for exclusive ownership 80% of the lands in the Cree Zone should they so desire.
- 5.9 The lands described in Schedule 6 will be taken out of the 80% land allocation for the Nunavik Inuit outside the Overlap Area and will not affect in any way the land allocation of the Crees of Québec as set out in the Crees of Québec Final Agreement.

C) INUIT ZONE

- 5.10 In the Inuit Zone, no lands may be selected by the Crees of Québec pursuant to the Crees of Québec Final Agreement and all other land selections made by the Crees of Québec pursuant to the Crees of Québec Final Agreement must be carried out in such a fashion as to ensure that the Nunavik Inuit will be capable of selecting for exclusive ownership 80% of the lands in the Inuit Zone should they so desire.

PART VI - OTHER INTERESTS, BENEFITS AND REVENUES

- 6.1 Notwithstanding any other provisions of the Nunavik Inuit Final Agreement and of the Crees of Québec Final Agreement, the Nunavik Inuit and the Crees of Québec shall jointly and equally benefit and share all and any interests, benefits and revenues arising, derived or related to the Joint Zone (including marine resources) and provided by or resulting from either or both Final Agreements.
- 6.2 For greater certainty, and without limiting the provisions of section 6.1, the Nunavik Inuit and the Crees of Québec shall jointly and equally benefit and share all and any revenues obtained by either and arising, derived or related to the Joint Zone and resulting from any right or interest to a share of resource revenues or resource royalties provided by either or both the Nunavik Inuit Final Agreement or the Crees of Québec Final Agreement.
- 6.3 In the Joint Zone, the rights of the Nunavik Inuit pursuant to Articles 12 (Protected Areas), 20 (Archaeology) and 21 (Ethnographic Resources and Archival Records) of the Nunavik Inuit AIP (and the related provisions of the Nunavik Inuit Final Agreement) shall be jointly held and shall apply on an equal basis to the Crees of Québec, and the functions of a MDO pursuant to these articles shall be exercised by an organization jointly designated by the GCC(EI) and Makivik Corporation to exercise these functions.

- 6.4 In the Cree Zone, the rights of the Nunavik Inuit pursuant to Articles 12, 20 and 21 of the Nunavik Inuit AIP (and the related provisions of the Nunavik Inuit Final Agreement) shall not be exercised and shall be fully transferred and assigned to the Crees of Québec to be held and exercised by the GCC(EI) or a GDO. In the event an archaeological find in the Eeyou Marine Region outside the Joint Zone can be reasonably attributed to Inuit populations, the GDO responsible for such shall consult Makivik in regard to the use and ownership of such find and of the artefacts related thereto.
- 6.5 In the Inuit Zone, the Crees of Québec shall not exercise under the Crees of Québec Final Agreement any rights similar to or equivalent to those set out pursuant to Articles 12, 20 and 21 of the Nunavik Inuit AIP. In the event an archaeological find in the Nunavik Marine Region outside the Joint Zone can be reasonably attributed to Cree populations, the MDO responsible for such shall consult the GCC(EI) in regard to the use and ownership of such find and of the artefacts related thereto.
- 6.6 Neither the Crees of Québec nor the Nunavik Inuit shall carry out any mineral resources development or any other economic or business related activities on Crown lands in the Joint Zone without the consent of the other. Such consent may be given by the GCC(EI) for the Crees of Québec and by Makivik Corporation for the Nunavik Inuit.
- 6.7 Neither the Crees of Québec nor the Nunavik Inuit shall operate any wildlife outfitting activities (including sport lodges and naturalist lodges) or commercial wildlife harvesting anywhere in the Joint Zone (including marine areas and Crown lands) without the consent of the other. Such consent may be given by the GCC(EI) for the Crees of Québec and by Makivik Corporation for the Nunavik Inuit.
- 6.8 Should either the Crees of Québec or the Nunavik Inuit wish to carry out mineral resources development activities or other economic or business related activities in marine areas located in the Joint Zone, they shall consult the other before proceeding with such activities. Such consultation shall be carried out with the GCC(EI) for the Crees of Québec and with Makivik Corporation for the Nunavik Inuit.

PART VII - MANAGEMENT IN THE OVERLAP AREA

- 7.1 In the Cree Zone, the management regimes provided in the Crees of Québec Final Agreement, including those related to wildlife management, planning, land and water management and development impact assessment, shall apply and shall be substituted to any other similar regimes provided for in the Nunavik Inuit Final Agreement.

- 7.2 When making a decision concerning the Cree Zone which may directly affect rights or interest of Nunavik Inuit, the bodies or organizations designated or created pursuant to the Crees of Québec Final Agreement for planning, land and water management and development impact assessment, shall ensure the effective participation and an effective voice for the Nunavik Inuit in such body or organization when making such decision.
- 7.3 In the Inuit Zone, the management regimes provided in the Nunavik Inuit Final Agreement, including those related to wildlife management, planning, land and water management and development impact assessment, shall apply and shall be substituted to any other similar regimes provided for in the Crees of Québec Final Agreement.
- 7.4 When making a decision concerning the Inuit Zone which may directly affect rights or interests of Crees of Québec, the bodies or organization designated or created pursuant to the Nunavik Inuit Final Agreement for planning, land and water management and development impact assessment, shall ensure the effective participation and an effective voice for the Crees of Québec in such body or organization when making such decision.
- 7.5 In the Joint Zone, the management regimes provided in both the Nunavik Inuit Final Agreement and the Crees of Québec Final Agreement, including those related to wildlife management, planning, land and water management and development impact assessment, shall apply jointly and equally. The Nunavik Inuit and the Crees of Québec shall have equal participation and an equal voice in the bodies or organisations designated or created under these Final Agreements for such purposes when they are making decisions or carrying out their responsibilities in the Joint zone.
- 7.6 In the event the Nunavik Inuit Final Agreement is ratified prior to the Crees of Québec Final Agreement, the GCC(EI) shall exercise all management responsibilities for the Crees of Québec in the Joint Zone in order to render effective sections 7.4 and 7.5 hereof between the date the Nunavik Inuit Final Agreement becomes effective and the date the Crees of Québec Final Agreement becomes effective.
- 7.7 In the event the Crees of Québec Final Agreement is ratified prior to the Nunavik Inuit Final Agreement, Makivik shall exercise all management responsibilities for the Nunavik Inuit in the Joint Zone in order to render effective sections 7.2 and 7.5 hereof between the date the Crees of Québec Final Agreement becomes effective and the date the Nunavik Inuit Final Agreement becomes effective.

PART VIII - SETTLEMENT OF DISPUTES

- 8.1 Generally, the parties will endeavour to avoid recourse to the judicial system for the purposes of the interpretation and implementation of this Agreement and the provisions of the Nunavik Inuit Final Agreement and of the Crees of Québec Final Agreement reproducing this Agreement. To this end, the parties agree to put in place a dispute resolution mechanism to ensure that recourse to courts or other forums only occurs as a last resort.
- 8.2 For the purposes of this dispute resolution mechanism, a dispute is defined as any controversy, claim or disagreement arising out of the interpretation or implementation of this Agreement or of the provisions of either the Nunavik Inuit Final Agreement or of the Crees of Québec Final Agreement reproducing this Agreement and which is formally raised by any of the parties for these purposes.
- 8.3 The only parties authorized to bring disputes for resolution under the present dispute resolution mechanism are the GCC(EI) or a GDO and Makivik Corporation or a MDO.
- 8.4 The parties will endeavour in good faith to settle the dispute through cooperation and consultation in order to arrive at a mutually satisfactory solution.
- 8.5 Failing resolution by the parties, the dispute shall be referred to an independent and impartial third party for mediation as hereinafter set out:
 - a) the mediator shall be chosen jointly by the parties, and failing agreement, by a Judge of the Québec Superior Court, upon application to the court;
 - b) the parties shall each submit to the mediator their views on the issue in dispute;
 - c) the parties undertake that as a condition of the mediation process, to renounce to any prescription acquired and to agree that prescription (if applicable) of any right, claim or matter which is the subject of the dispute shall be interrupted and shall, if necessary, be specifically renounced from time to time until the mediator declares the mediation process to be at an end;
 - d) the mediation process and all proceedings in connection therewith shall be and will remain confidential;
 - e) the mediator shall not issue a report or make any recommendations unless authorized to do so by all the parties;
 - f) any party may request that the mediator terminate the mediation process when there are reasonable and probable grounds to believe that, despite

the best efforts of the parties acting in good faith, no settlement is likely to be reached in the dispute through mediation.

- 8.6 At any time during the course of the mediation process, the parties may agree to grant to the mediator the powers, authority and jurisdiction of an arbitrator, including those of an *amiable compositeur*, the whole within the meaning, and as set out in the Civil Code of Québec and the Code of Civil Procedure of Québec.
- 8.7 Each party will assume its expenses related to the mediation and half the expenses and fees of the mediator.

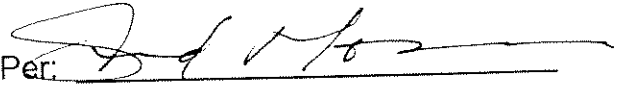
PART IX - STATUS AND SECURITY OF RIGHTS

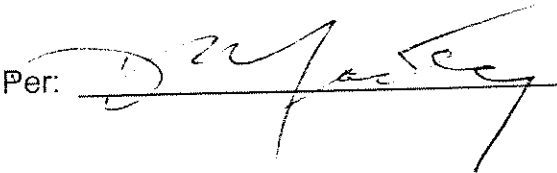
- 9.1 In addition to any person or body that is recognized by laws of general application as having standing, a MDO on behalf of the Nunavik Inuit and a GDO on behalf of the Crees of Québec shall have standing before an appropriate court or other body to enforce this Agreement and the provisions of the Nunavik Inuit Final Agreement and of the Crees of Québec Final Agreement in which the terms of this Agreement are reproduced, against the Crown or any person.
- 9.2 This Agreement, and the provisions of the Nunavik Inuit Final Agreement and of the Crees of Québec Final Agreement in which its terms are reproduced, shall not be amended without the prior written consent of both the GCC(EI) and of Makivik.
- 9.3 The parties will ensure that the Government of Canada will not include any provisions contrary to this Agreement in either the Nunavik Inuit Final Agreement, the Crees of Québec Final Agreement or in any legislation implementing their terms.

SIGNATURES

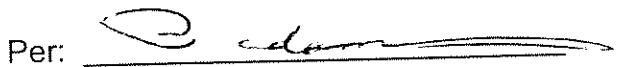
AND THE PARTIES HAVE SIGNED at Whapmagoostui / Kuujjuaraapik, this 30th day of April, 2003.

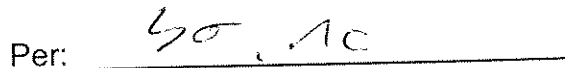
**GRAND COUNCIL OF THE CREES
(EYYOU ISTCHEE)**

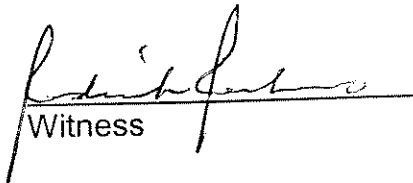
Per: 

Per: 

MAKIVIK CORPORATION

Per: 

Per: 


Witness


Witness

SCHEDULE 1

GEOGRAPHIC COORDINATES OF THE CREE/INUIT OFFSHORE OVERLAPPING INTERESTS AREA

The Cree/Inuit Offshore Overlapping Interests Area (Overlap Area) includes all the marine areas, islands, lands and waters within the following boundary:

- 1a Commencing at the ordinary low water mark on the shore of Québec south of Chisasibi at the intersection of 53°45'31" N latitude and 79°04'56" W longitude;
- 1b thence due west along the 53°45'31" N latitude to a point at the intersection of 53°45'31" N latitude and 79°06'55" W longitude, north of Aatsiguuyaanimishtuk island
- 2 thence northwesterly in a straight line to a point at the intersection of 54°00'N latitude and 80°50'W longitude;
- 3 thence in a northwesterly direction to a point at the intersection of 54°30'N latitude and 81°20'W longitude;
- 4 thence northeasterly to a point at the intersection of 55°00'N latitude and 81°00'W longitude, east of Cape Henrietta Maria, Ontario;
- 5 thence due east along the 55°00'N latitude to a point at the intersection of 55°00'N latitude and 79°45'W longitude, north of Long Island;
- 6 thence northeasterly in a straight line to a point at the intersection of 55°15'N latitude and 79°00'W longitude, southwest of Kuujjuaraapik-Whapmagoostui, Québec and northeast of Long Island;
- 7 thence northeasterly in a straight line to a point at the intersection of 55°45'N latitude and 78°00'W longitude, northwest of Kuujjuaraapik-Whapmagoostui, Québec;
- 8 thence northeasterly in a straight line to a point at the intersection of 56°00'N latitude and 77°30'W longitude, east of the Innetalling Island and northwest of Duck Island;

- 9 thence northeasterly in a straight line to a point at the intersection of 56°22'N latitude and 77°25'W longitude, east of the Salliquit Islands and west of the Nastapoka Islands;
- 10 thence due north along the 77°25'W longitude to a point at the intersection of 57°00'N latitude and 77°25'W longitude;
- 11 thence generally northwesterly in a straight line to a point at the intersection of 57°40'N latitude and 78°00'W longitude;
- 15 thence due north along the 78°00'W longitude to a point at the intersection of 57°47'57"N latitude and 78°00'W longitude;
- 14 thence due east along the 57°47'57"N latitude and approximately one kilometer north of Cotter Island to a point at the intersection of 57°47'57"N latitude and 76°58'47"W longitude at the ordinary low water mark on the shore of Québec;
- 1a thence in a general southerly direction along the shore of Québec adjacent to Hudson's Bay and James' Bay to the ordinary low water mark on the shore of Québec south of Chisasibi at the intersection of 53°45'31" N latitude and 79°04'56" W longitude;

NOTE: Where topographic descriptions conflict with geographic coordinates, the topographic descriptions reflect the intention of the parties, and shall prevail.

82°

81°

80°

79°

78°

77°

SCHEDULE 1

CREE / INUIT OFFSHORE OVERLAPPING INTERESTS AREA

SCALE: 1:2 000 000

PROJECTION: Lambert Conformal Conic;
Standard Parallels 48°N and 77°N; Clarke 1866

Hudson Bay

James
BayChisasibi /
MailasikkuWhapmagoostui /
Kuujuaapik

Umiujaq

58°

57°

56°

55°

54°

81°

80°

79°

78°

77°

76°

SCHEDULE 2

GEOGRAPHIC COORDINATES OF THE JOINT INUIT/CREE ZONE

The joint Inuit/Cree (Joint Zone) includes all the marine areas, islands, lands and waters in the Cree / Inuit Offshore Overlapping Interest Area comprised within the following northern and southern boundaries:

a) Northern boundary:

- 16 Commencing at the ordinary low water mark on the shore of Quebec south of Riviere Devaux at the intersection of 56°42'52" N latitude and 76°32' 10" W longitude;
- 17 thence due west along the 56°42'52" N latitude to a point at the intersection of 56°42'52" N latitude and 76°37' 20" W longitude, south of Taylor Island and north of Gillies Island;
- 18 thence northwesterly in a straight line through the middle of the channel (between Taylor and Gillies Islands) to a point at the intersection of 56°43'13" N latitude and 76°38' 27" W longitude, south of Taylor Island and north of Gillies Island;
- 19 thence due west along the 56°43'13" N latitude to a point at the intersection of 56°43'13" N latitude and 77°25'00" W longitude, west of the Nastapoka Islands;

b) Southern boundary:

- 20 Commencing at the ordinary low water mark on the shore of Quebec northeast of Pointe Louis XIV (Cape Jones, aamichishtaawaayaach, Tikirarujaq) Quebec, at the northwestern tip of aahaashaakaach akuminaan aanaayaach / Tikiraujaaluk, at the intersection of 54°38'54" N latitude and 79°45' 00" W longitude;

- 21 thence northwesterly in a straight line to a point at the intersection of 54°46'00" N latitude and 80°00' 00" W longitude, southwest of Long Island;
- 22 thence due north along the 80°00' 00" W longitude to a point at the intersection of 55°00'00" N latitude and 80°00' 00" W longitude, northwest of Long Island;

c) Full coordinates:

The joint Inuit/Cree (Joint Zone) includes all the marine areas, islands, lands and waters in the Cree / Inuit Offshore Overlapping Interest Area comprised within the following boundary:

- 20 Commencing at the ordinary low water mark on the shore of Quebec northeast of Pointe Louis XIV (Cape Jones, aamichishtaawaayaach, Tikirarujaq) Quebec, at the northwestern tip of aahaashaakaach akuminaan aanaayaach / Tikiraujaaluk, at the intersection of 54°38'54" N latitude and 79°45' 00" W longitude;
- 21 thence northwesterly in a straight line to a point at the intersection of 54°46'00" N latitude and 80°00' 00" W longitude, southwest of Long Island;
- 22 thence due north along the 80°00' 00" W longitude to a point at the intersection of 55°00'00" N latitude and 80°00' 00" W longitude, northwest of Long Island;
- 5 thence due east along the 55°00'N latitude to a point at the intersection of 55°00'N latitude and 79°45'W longitude, north of Long Island;
- 6 thence northeasterly in a straight line to a point at the intersection of 55°15'N latitude and 79°00'W longitude, southwest of Kuujjuaraapik-Whapmagoostui, Québec and northeast of Long Island;
- 7 thence northeasterly in a straight line to a point at the intersection of 55°45'N latitude and 78°00'W longitude, northwest of Kuujjuaraapik-Whapmagoostui, Québec;
- 8 thence northeasterly in a straight line to a point at the intersection of 56°00'N latitude and 77°30'W longitude, east of the Innetalling Island and northwest of Duck Island;

- 9 thence northeasterly in a straight line to a point at the intersection of 56°22'N latitude and 77°25'W longitude, east of the Salliquit Islands and west of the Nastapoka Islands;
- 19 thence due north along the 77°25'W longitude to a point at the intersection of 56°43'13" N latitude and 77°25'00" W longitude, west of the Nastapoka Islands;
- 18 thence due east along the 56°43'13" N latitude to a point at the intersection of 56°43'13" N latitude and 76°38' 27" W longitude, south of Taylor Island and north of Gillies Island;
- 17 thence southeasterly in a straight line through the middle of the channel (between Taylor and Gillies Islands) to a point at the intersection of 56°42'52" N latitude and 76°37' 20" W longitude, south of Taylor Island and north of Gillies Island;
- 16 thence due east along the 56°42'52" N latitude to a point at the intersection of 56°42'52" N latitude and 76°32' 10" W longitude at the ordinary low water mark on the shore of Quebec south of Riviere Devaux;
- 20 thence in a general southerly direction along the shore of Québec adjacent to Hudson's Bay, to the ordinary low water mark on the shore of Québec northeast of Pointe Louis XIV (Cape Jones, aamichishtaawaayaach, Tikirarujaq) Quebec, at the northwestern tip of aahaashaakaach akuminaan aanaayaach / Tikiraujaaluk, at the intersection of 54°38'54" N latitude and 79°45' 00" W longitude;

NOTE: Where topographic descriptions conflict with geographic coordinates, the topographic descriptions reflect the intention of the parties, and shall prevail.

SCHEDULE 2

JOINT INUIT / CREE ZONE

SCALE: 1:2 000 000

PROJECTION: Lambert Conformal Conic;
Standard Parallels 48°N and 77°N; Clarke 1866

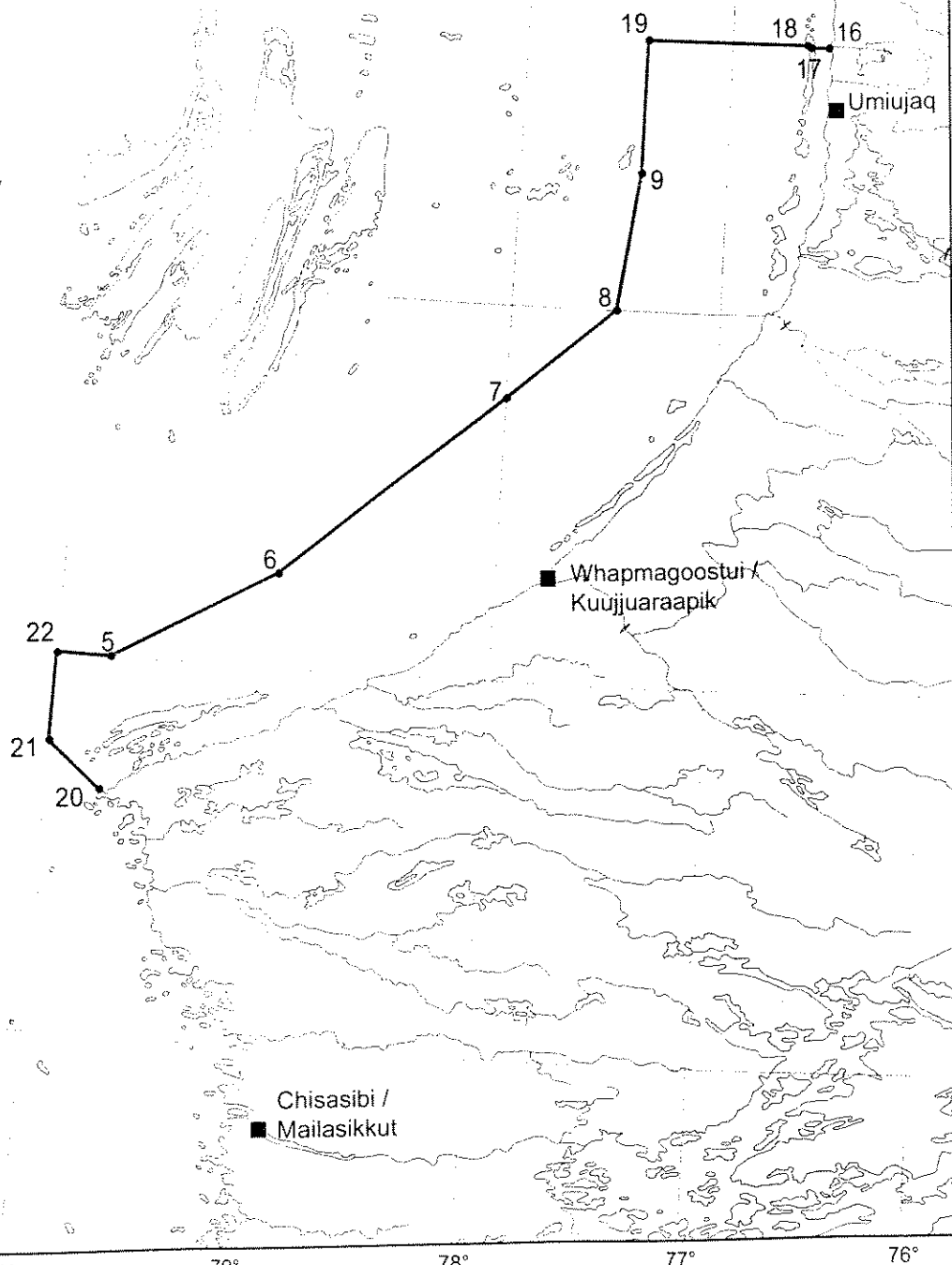
Hudson Bay

James Bay

Chisasibi /
Mailasikku

Whapmagoostui /
Kuujuaapik

Umiuq



SCHEDULE 2

NORTHERN BOUNDARY OF THE JOINT INUIT/CREE ZONE

SCALE: 1:250 000

PROJECTION: UTM Zone 18, NAD 83
Base Map: Landsat 7 ETM+

19

TAYLOR
ISLAND

Area of
Detail:

18

17

16

GILLIES
ISLAND

Nastapoka Sound

DETAIL

SCALE: 1:60 000

PROJECTION: UTM Zone 18, NAD 83
Base Map: Landsat 7 ETM+

18

17

TAYLOR
ISLAND

Nastapoka Sound

Riviere
Devaux

16

Umiujaq

56°50'

56°40'

56°30'

56°50'

56°40'

56°30'

76°32'

76°33'

76°34'

76°35'

76°36'

76°37'

76°38'

76°39'

76°40'

76°30'

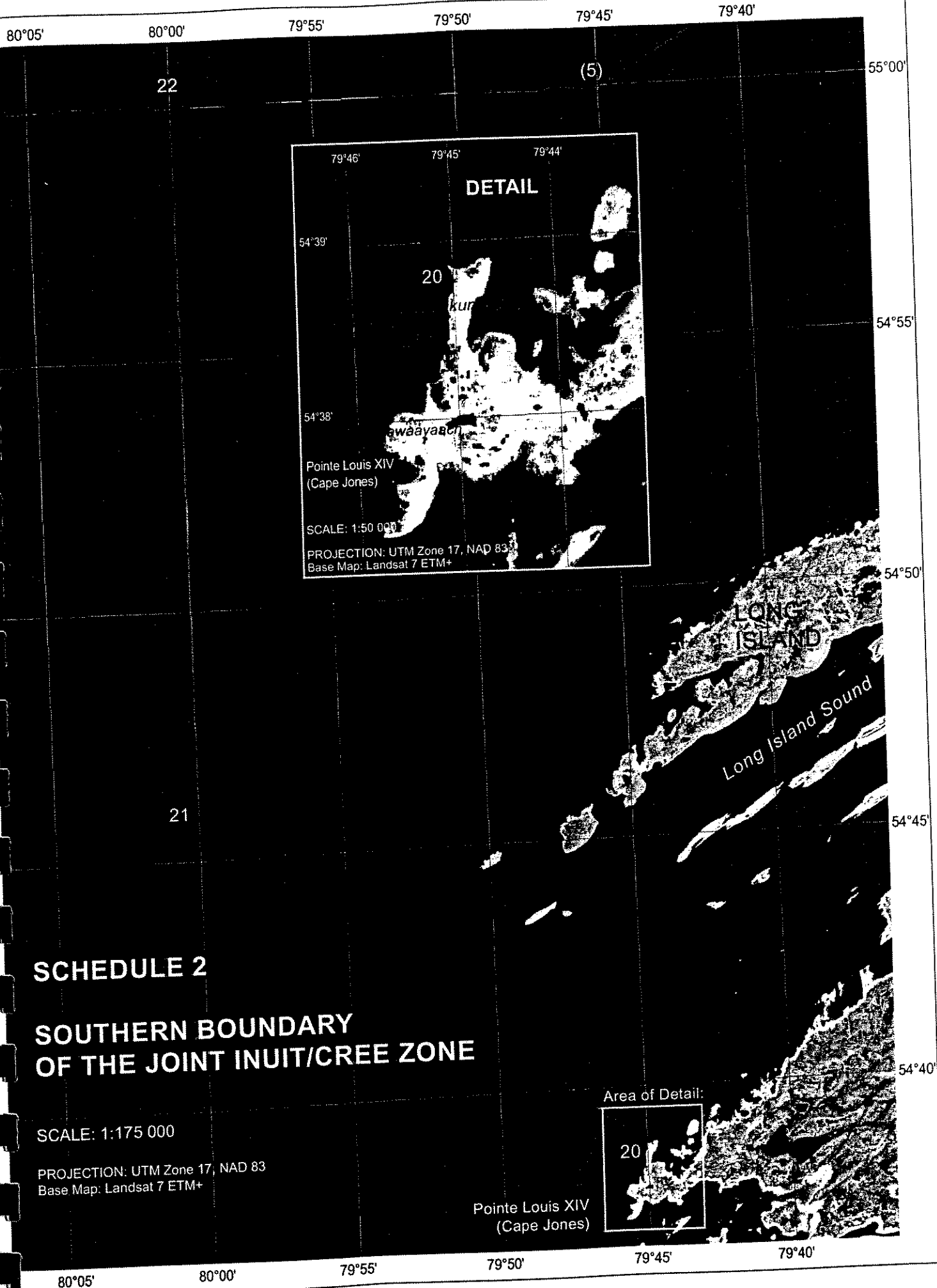
76°40'

76°50'

77°00'

77°10'

77°20'



SCHEDULE 2

SOUTHERN BOUNDARY OF THE JOINT INUIT/CREE ZONE

SCALE: 1:175 000

PROJECTION: UTM Zone 17, NAD 83
Base Map: Landsat 7 ETM+

Pointe Louis XIV
(Cape Jones)

Area of Detail:



SCHEDULE 3

GEOGRAPHIC COORDINATES OF THE CREE ZONE

The Cree Zone includes all the marine areas, islands, lands and waters in the Cree/Inuit Offshore Overlapping Interest Area south and west of a line defined by the following coordinates (Schedule 2 – Southern Boundary):

- 20 Commencing at the ordinary low water mark on the shore of Quebec northeast of Pointe Louis XIV (Cape Jones, aamichishtaawaayaach, Tikirarujag) Quebec, at the northwestern tip of aahaashaakaach akuminaan aanaayaach / Tikiraujaaluk, at the intersection of 54°38'54" N latitude and 79°45' 00" W longitude;
- 21 thence northwesterly in a straight line to a point at the intersection of 54°46'00" N latitude and 80°00' 00" W longitude, southwest of Long Island;
- 22 thence due north along the 80°00' 00" W longitude to a point at the intersection of 55°00'00" N latitude and 80°00' 00" W longitude, northwest of Long Island;

NOTE: Where topographic descriptions conflict with geographic coordinates, the topographic descriptions reflect the intention of the parties, and shall prevail.

SCHEDULE 3

CREE ZONE

SCALE: 1:2 000 000

PROJECTION: Lambert Conformal Conic;
Standard Parallels 48°N and 77°N, Clarke 1866

Hudson Bay

James Bay

Umiujaq

Whapmagoostui /
Kuujuaapik

Chisasibi /
Mailasikkut

1b 1a

20

21

22

2

3

4

82°

81°

80°

79°

78°

77°

58°

57°

56°

55°

54°

81°

80°

79°

78°

77°

76°

SCHEDULE 4

GEOGRAPHIC COORDINATES OF THE INUIT ZONE

The Inuit Zone includes all the marine areas, islands, lands and waters in the Cree/Inuit Offshore Overlapping Interest Area north of a line defined by the following coordinates (Schedule 2 – Northern Boundary):

- 16 Commencing at the ordinary low water mark on the shore of Quebec south of Riviere Devaux at the intersection of $56^{\circ}42'52''$ N latitude and $76^{\circ}32' 10''$ W longitude;
- 17 thence due west along the $56^{\circ}42'52''$ N latitude to a point at the intersection of $56^{\circ}42'52''$ N latitude and $76^{\circ}37' 20''$ W longitude, south of Taylor Island and north of Gillies Island;
- 18 thence northwesterly in a straight line through the middle of the channel (between Taylor and Gillies Islands) to a point at the intersection of $56^{\circ}43'13''$ N latitude and $76^{\circ}38' 27''$ W longitude, south of Taylor Island and north of Gillies Island;
- 19 thence due west along the $56^{\circ}43'13''$ N latitude to a point at the intersection of $56^{\circ}43'13''$ N latitude and $77^{\circ}25'00''$ W longitude, west of the Nastapoka Islands;

NOTE: Where topographic descriptions conflict with geographic coordinates, the topographic descriptions reflect the intention of the parties, and shall prevail.

SCHEDULE 4
INUIT ZONE

SCALE: 1:2 000 000

PROJECTION: Lambert Conformal Conic;
Standard Parallels 48°N and 77°N; Clarke 1866

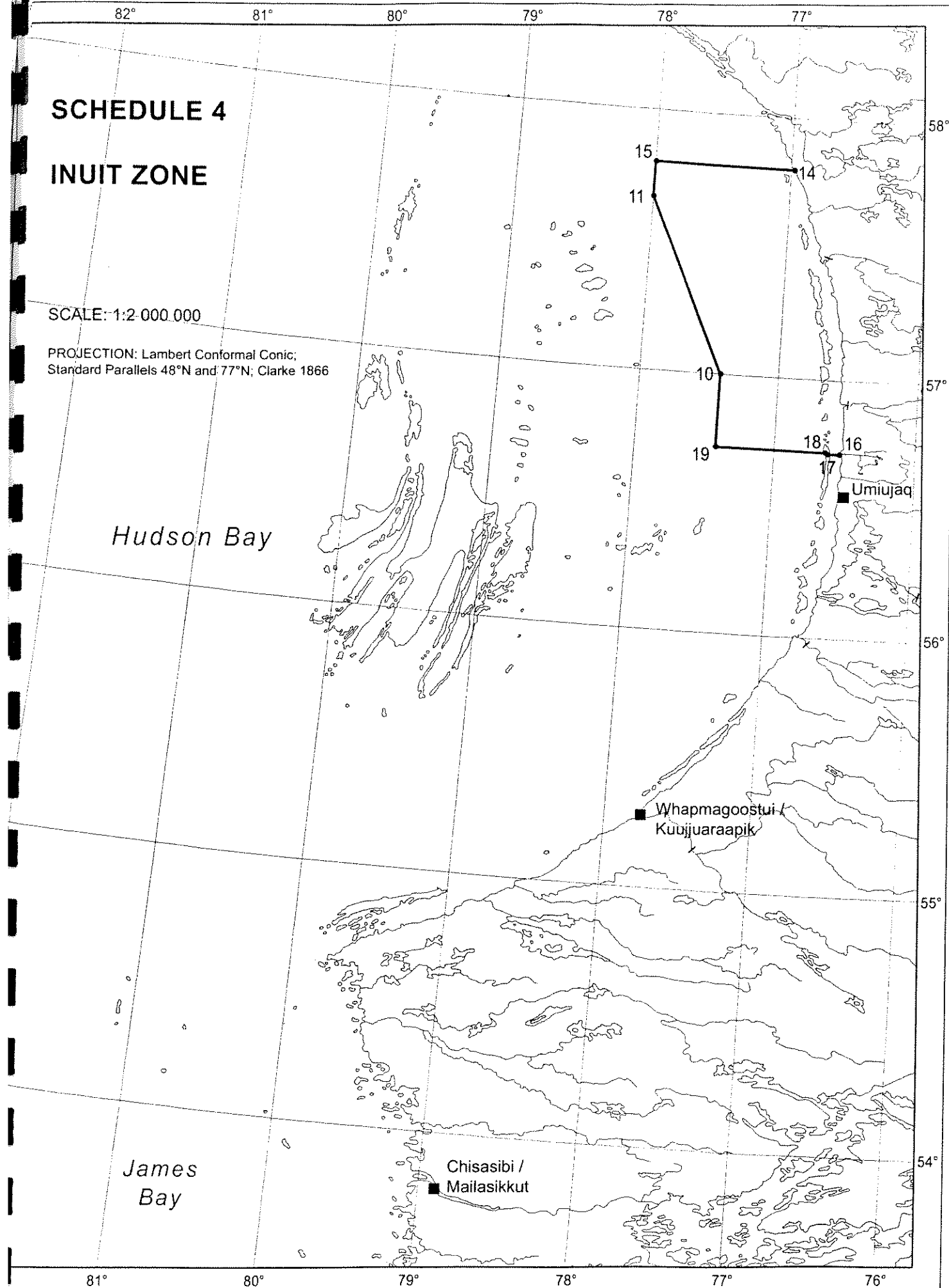
Hudson Bay

James Bay

Chisasibi /
Mailasikkut

Whapmagoostui /
Kuujuaapik

Umiujaq



SCHEDULE 5

**MAP OF THE CREE / INUIT OFFSHORE OVERLAPPING
INTERESTS AREA**

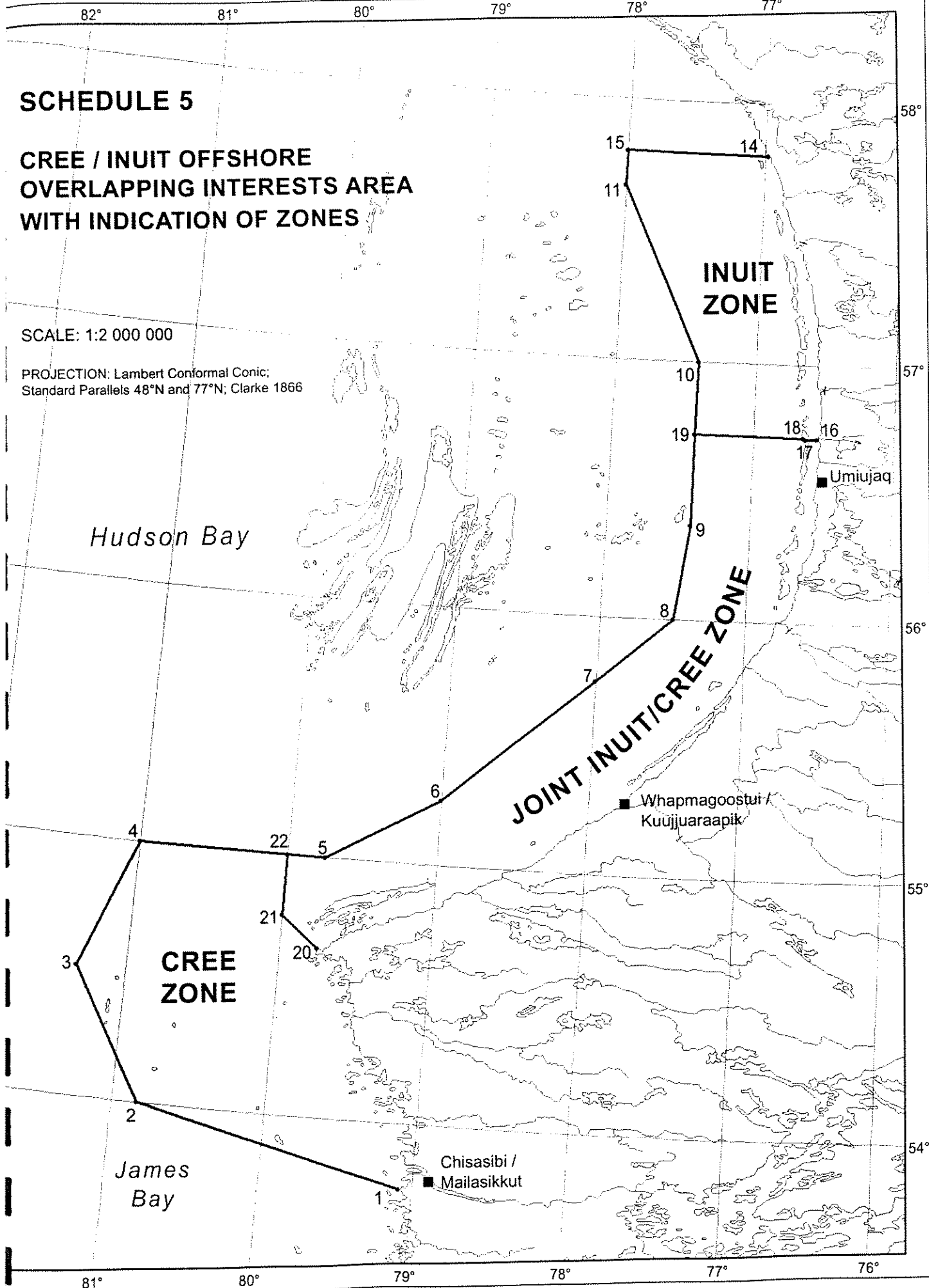
WITH INDICATION OF ZONES

SCHEDULE 5

CREE / INUIT OFFSHORE OVERLAPPING INTERESTS AREA WITH INDICATION OF ZONES

SCALE: 1:2 000 000

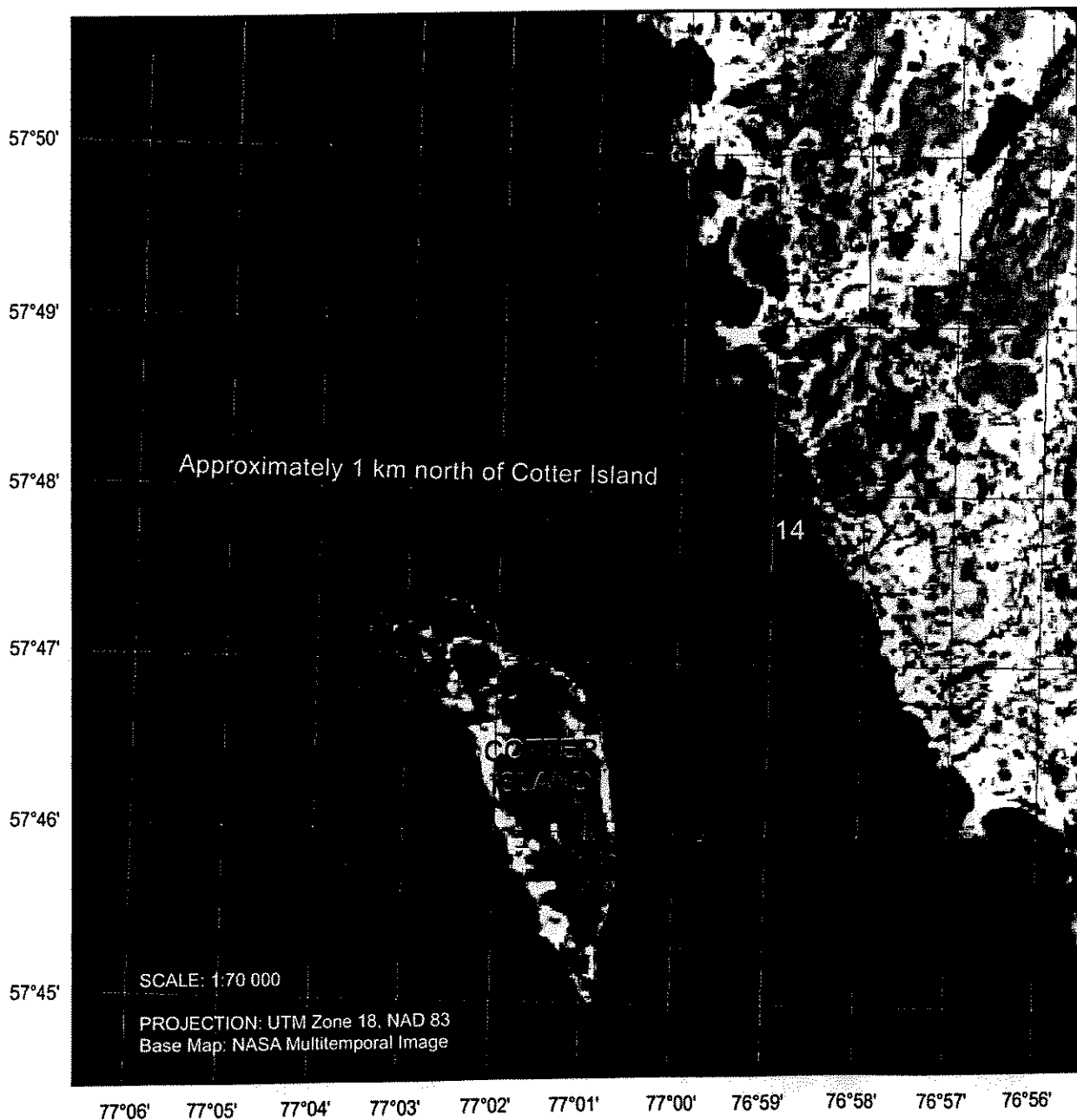
PROJECTION: Lambert Conformal Conic;
Standard Parallels 48°N and 77°N; Clarke 1866



SCHEDULE 5

INSET 1:

NORTHERN BOUNDARY OF THE CREE / INUIT OFFSHORE OVERLAPPING INTERESTS AREA



SCHEDULE 5

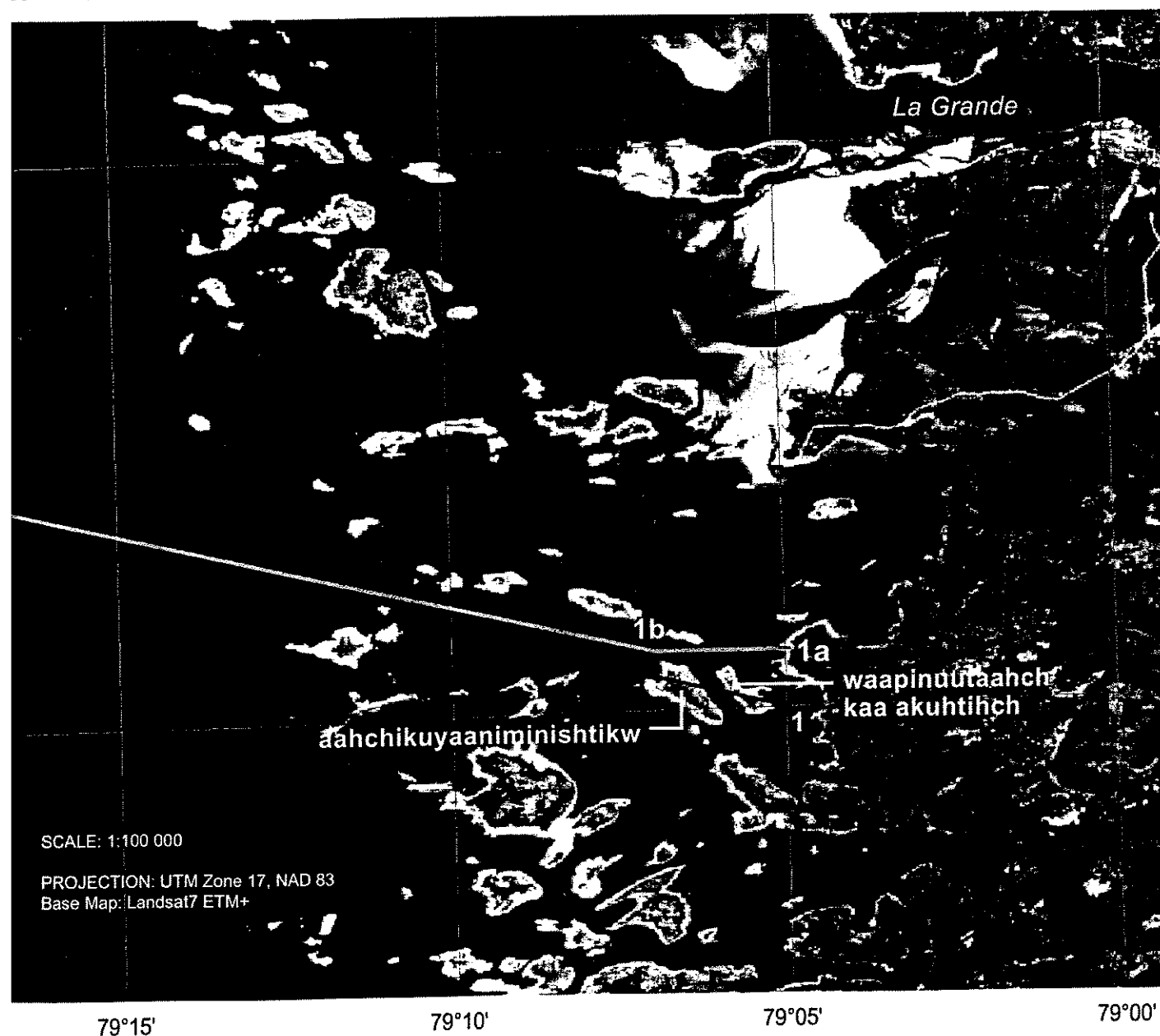
INSET 2:

SOUTHERN BOUNDARY OF THE CREE / INUIT OFFSHORE OVERLAPPING INTERESTS AREA

The southern boundary of The Cree/Inuit Offshore Overlapping Interests Area (Overlap Area) presently starts at the (Point 1) "ordinary low water mark on the shore of Quebec south of Chisasibi at the intersection of 53°45'N latitude and 79°05'W longitude".

When plotted on the Landsat7 image, the point does not appear to be on the shore of Quebec. The incoming line (connecting point 1 with point 2) intersects two islands: *aahchikuyaaniminishtikw* and *waapinuutaahch kaa akuhtihch*. The parties have agreed to a new line starting a few hundred meters north, by replacing point 1 on the map with two new points (1a and 1b) instead:

1a	53-45-31 N latitude	79-04-56 W longitude
1b	53-45-31 N latitude	79-06-55 W longitude



SCHEDULE 6

LANDS WHICH MAY BE SELECTED BY NUNAVIK INUIT IN THE CREE ZONE

The lands comprising the following islands identified in the attached map with geographic coordinates and known as aahchikuminishtikw [Seal Island], aamishkushiiunikaach [Grass Island] and uchimaauminishtikw [Governor's Island] may be selected for ownership by Nunavik Inuit in the Cree Zone.

Geographic coordinates at the approximate centers of islands,
which may be selected by Nunavik Inuit in the Cree Zone:

uchimaauminishtikw [Governor Island]

53-49-46 N latitude 79-05-38 W longitude

aahchikuminishtikw [Seal Island]

53-49-47 N latitude 79-07-29 W longitude

aamishkushiiunikaach [Grass Island]

53-47-49 N latitude 79-06-42 W longitude



53°50'

53°48'

53°46'

uchimaaminishtikw
[Governor Island]

aahchikuminishtikw
[Seal Island]

aamishkushiunikaach
[Grass Island]

Charsak
Manituk

SCHEDULE 6

LANDS WHICH MAY BE SELECTED BY
NUNAVIK INUIT IN THE CREE ZONE

SCALE: 1:50 000

PROJECTION: UTM Zone 17, NAD 83
Base Map: Landsat 7 ETM+

53°50'

53°48'

53°46'

79°08'

79°06'

79°04'

79°02'

79°00'

78°58'