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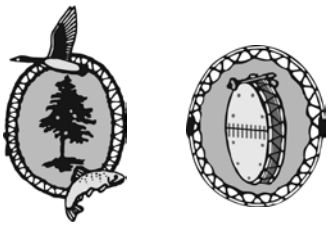
PROPOSED AGREEMENT CONCERNING A NEW RELATIONSHIP BETWEEN

THE GOVERNMENT OF CANADA AND THE CREE OF EEYOU ISTCHEE



Consolidation of Final Draft Agreement initialled by Raymond Chrétien, the Chief Federal Negotiator, and Bill Namagoose, the Chief Cree Negotiator, on February 23, 2007 with changes agreed to in the letters signed by Raymond Chrétien and Bill Namagoose dated April 16, 2007 and June 11, 2007.

Consolidation date: July 10, 2007.

Canada

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WITHOUT PREJUDICE
FOR DISCUSSION PURPOSES ONLY

AGREEMENT CONCERNING A NEW RELATIONSHIP

AMONG: The GOVERNMENT OF CANADA, as represented by the Minister of Indian Affairs and Northern Development, being duly authorized for the purposes hereof,

(herein designated "Canada")

AND: The GRAND COUNCIL OF THE CREES (EEYOU ISTCHEE), a corporation duly incorporated under Part II of the *Canada Corporations Act*, R.S.C. 1970, c. C-32, as represented by its Grand Chief and its Deputy Grand Chief, being duly authorized for the purposes hereof,

(herein designated "GCC(EI)")

AND: The CREE REGIONAL AUTHORITY, a legal person duly established in the public interest under the *Act respecting the Cree Regional Authority*, R.S.Q., c. A-6.1, as represented by its Chairman and its Vice-Chairman, being duly authorized for the purposes hereof,

(herein designated the "CRA" and, being with the GCC(EI), the "GCC(EI)/CRA").

Canada

PREAMBLE

WHEREAS, on November 11, 1975, the James Bay and Northern Québec Agreement was entered into among the Grand Council of the Crees (of Québec), the Northern Québec Inuit Association, the Government of Québec, la Société d'énergie de la Baie James (the James Bay Energy Corporation), la Société de développement de la Baie James (the James Bay Development Corporation), la Commission hydroélectrique de Québec (the Québec Hydro-Electric Commission – Hydro-Québec) and the Government of Canada;

WHEREAS the James Bay and Northern Québec Agreement was approved, given effect and declared valid by Parliament pursuant to the *James Bay and Northern Québec Native Claims Settlement Act*, S.C. 1977, c. 32;

WHEREAS pursuant to Section 9 of the James Bay and Northern Québec Agreement, Parliament adopted the *Cree-Naskapi (of Quebec) Act*, S.C. 1984, c. 18, establishing local governments as well as management regimes for Cree Category IA lands and exempting the Crees from the application of the Indian Act, except as it relates to Indian status;

WHEREAS the Cree Nation and Canada wish to resolve differences between them as to the implementation by Canada of the James Bay and Northern Québec Agreement and claims, grievances and other matters, including the resolution of litigation, so as to embark upon a new and positive relationship;

WHEREAS the Cree Nation and Canada seek to improve implementation of the James Bay and Northern Québec Agreement, to provide for the assumption by the Cree Nation of greater responsibility for Cree economic and community development, to provide for the achievement of increased autonomy, and to better respond to the traditions and needs of the Crees by ensuring that decisions respecting the Cree Nation will be made at a regional level;

WHEREAS the Cree Nation and Canada have been working and will continue to work cooperatively towards an agreement and conforming federal legislation relating to a Cree Nation Government with powers and authorities, to be negotiated, beyond the scope of the *Cree-Naskapi (of Quebec) Act*;

NOW THEREFORE, in consideration of the mutual covenants and undertakings in this Agreement, and subject to the terms in this Agreement, the Parties agree as follows:

Chapter 1 DEFINITIONS

1.1 Definitions

The following definitions apply in this Agreement.

"Agreement", *"this Agreement"* or *"the present Agreement"* means the Agreement concerning a New Relationship between the Government of Canada and the Cree of Eeyou Istchee;

"Band Facilities" means band offices, band warehouses, band garages of Cree bands and other facilities and equipment required for local government needs of Cree bands, excluding those facilities contemplated in Section 4.3 of this Agreement;

"Block D" means the parcel of land, which includes an airstrip, with an area of approximately five million three hundred ninety-nine thousand seven hundred eleven square meters (5,399,711 m2), as shown on a plan of survey prepared by Michel Brunet, surveyor, and dated August 23rd, 1978;

"Category I, IA, IB, IB Special, II and III" lands have the same meaning as in the JBNQA;

"CRA" means the Cree Regional Authority, a legal person duly established in the public interest under the *Act respecting the Cree Regional Authority*, R.S.Q., c. A-6.1, as amended from time to time;

"Cree band", *"Cree bands"* or *"Cree communities"* means the Cree Nation of Chisasibi, the Whapmagoostui First Nation, the Cree Nation of Wemindji, the Eastmain Band, the Crees of the Waskaganish First Nation, the Cree Nation of Nemaska, the Waswanipi Band and the Cree Nation of Mistissini, respectively constituted as corporations by the *Cree-Naskapi (of Quebec) Act*, S.C. 1984, c. 18, as well as the Crees of Oujé-Bougoumou (also known as the ''Oujé-Bougoumou Cree Nation"), represented by the Oujé-Bougoumou Eenuch Association until such time as the Oujé-Bougoumou Band is constituted as a corporation under the *Cree-Naskapi (of Quebec) Act*, S.C. 1984, c. 18, and, thereafter, the Oujé-Bougoumou Band;

"Cree-Naskapi (of Quebec) Act" or *"CNQA"* means that Act assented to on June 14, 1984 as Chapter 18 of the Statutes of Canada, 1984 as amended from time to time;

"Cree Nation Government" means the body of government that would result from the negotiation process set out in Part 2 of Chapter 3 of this Agreement, if successful, and would be identified in the Governance Agreement;

"Crees" means persons eligible pursuant to paragraphs 3.2.1, 3.2.2 and 3.2.3 of Section 3 of the JBNQA;

"Cree Nation" means the collectivity of Crees;

"DIAND" means the Department of Indian Affairs and Northern Development;

"Financial Year" means the period between April 1st of a calendar year and March 31st of the subsequent calendar year;

"GCC(EI)" or *"Grand Council of the Crees (Eeyou Istchee)"* means the corporation duly incorporated under Part II of the *Canada Corporations Act*, R.S.C. 1970, c. C-32, as amended from time to time, signatory to the JBNQA, and previously known as the Grand Council of the Crees (of Québec);

"GCC(EI)/CRA" means the Grand Council of the Crees (Eeyou Istchee) and the Cree Regional Authority acting jointly on behalf of themselves, the Cree Nation, the Cree bands and the Crees;

"Governance Agreement" means the agreement which would result from the negotiations process, if successful, contemplated in Part 2 of Chapter 3 of this Agreement;

"Governance Legislation" means federal legislation that would be recommended to Parliament pursuant to and in accordance with the Governance Agreement;

"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. 1977, c. 32), both as amended from time to time;

"Makivik Corporation" means the legal person duly established under Chapter S-18.1 of the *Revised Statutes of Québec*;

"Minister" means the Minister of Indian Affairs and Northern Development;

"Northeastern Quebec Agreement" or *"NEQA"* means the agreement between the *Indian Act* Naskapis de Schefferville band, the Government of Québec, La Société d'énergie de la Baie James, La Société de développement de la Baie James, La Commission

hydroélectrique de Québec, the Grand Council of the Crees (of Quebec), the Northern Quebec Inuit Association and the Government of Canada, dated January 31, 1978 and referred to in Canada Order in Council P.C. 1978-502 of February 23, 1978, such agreement as amended from time to time;

"Parties" means the parties to this Agreement: Canada, the GCC(EI) and the CRA;

"Québec" means the Province of Québec and the government of Québec as appropriate in the context;

"Term" or *"Term of this Agreement"* means the period set out in Section 2.9 of this Agreement;

"Territory" means the entire area of land contemplated by the 1912 Québec boundaries extension acts (an *Act respecting the extension of the Province of Québec by the annexation of Ungava*, Qué. 2 Geo. V. c.7 and the *Québec Boundaries Extension Act*, 1912, Can. 2 Geo. V. c.45) and by the 1898 acts (an *Act respecting the delimitation of the Northwestern, Northern and Northeastern boundaries of the Province of Québec*, Qué. 61 Vict. c.6 and an *Act respecting the Northwestern, Northern and Northeastern boundaries of the Province of Québec*, Can. 61 Vict. c.3).

Chapter 2 GENERAL PROVISIONS

2.1 Principal Purposes

This Agreement has the following principal purposes:

a) to establish the basis for a new relationship between Canada and the Cree Nation;

b) to improve implementation of the JBNQA and to provide for the amendment of certain provisions thereof under the terms of Complementary Agreements as referred to in this Agreement;

c) to commit Canada to recommend to Parliament amendments to the *Cree-Naskapi (of Quebec) Act*;

d) to provide the process for negotiating an agreement and related legislation concerning a Cree Nation Government with powers and authorities beyond the scope of the *Cree-Naskapi (of Quebec) Act* and correlative amendments to the JBNQA and the CNQA;

e) to provide for the assumption by the CRA, and subsequently by the Cree Nation Government, of certain responsibilities of Canada under the JBNQA for the Term of this Agreement;

f) to resolve the claims, grievances and other matters between Canada, the GCC(EI), the CRA and/or one or several Cree bands as set out in this Agreement; and

g) to resolve disputes between the Cree Nation and Canada concerning certain of Canada's responsibilities under the JBNQA through the resolution, to the greatest extent possible, of legal proceedings, and to provide a framework for the resolution of future issues that may arise.

2.2 Agreement Does Not Amend the JBNQA

This Agreement does not amend the JBNQA, the *James Bay and Northern Québec Native Claims Settlement Act* or any other related legislation. However, this Agreement addresses past implementation of the JBNQA by Canada and the implementation, for the Term of this Agreement, of the Assumed Federal JBNQA Responsibilities, and will govern in respect to these implementation matters.

2.3 Existing Legislation and Québec's Responsibilities

This Agreement does not alter the Constitution of Canada, including the distribution of powers set out therein. It does not affect the responsibilities of Québec towards the Cree Nation or towards Crees under the JBNQA or any other relevant agreement or legislation of Québec adopted to implement the provisions of the JBNQA, nor does it amend the JBNQA.

2.4 Preamble and Schedule

The Preamble and Schedule to this Agreement form an integral part hereof.

2.5 Status of this Agreement

This Agreement is neither a treaty nor a land claim agreement within the meaning of sections 25 and 35 of the *Constitution Act*, *1982*.

2.6 Existing Agreements and Financial Arrangements

The scope of this Agreement is limited by its terms. Thus, this Agreement does not concern nor does it affect any issue or matter that is not specifically referred to herein. For greater certainty, the provisions of all existing agreements and existing financial arrangements between Canada and the GCC(EI), the CRA, any Cree band, any Cree organization established under or pursuant to the JBNQA and/or the CNQA, or any combination of these organizations will continue to apply in the absence of indications to the contrary in this Agreement and the Payments referred to in Section 6.2 of this Agreement are in addition to such agreements and financial arrangements.

2.7 Rights and Access to Programs

a) Nothing contained in this Agreement shall prejudice, detrimentally affect, limit or restrict the rights of the Crees as set out in sub-sections 2.11 and 2.12, and paragraph 28.1.1 of the JBNQA or cause the funding related to the programs provided to the Crees to diminish;

b) For greater certainty, the Crees, Cree bands, GCC(EI), the CRA, and the Cree Nation Government as the case may be,

   (i) shall continue to access funding and benefits, including enhancements thereof, from programs which they are currently receiving in accordance with the criteria and authorities provided therein;

   (ii) shall be eligible to access any new programs subject to the criteria thereunder, to the extent that such new or enhanced programs do not duplicate the Assumed Federal JBNQA Responsibilities which the CRA, and subsequently the Cree Nation Government, has assumed under Section 4.3 of this Agreement; and

(iii) are eligible to access all existing, new or enhanced programs related to housing, subject to the applicable criteria thereunder.

2.8 Acknowledgement Regarding Funding for New Cree Bands

Canada confirms, and the GCC(EI)/CRA acknowledge, that no additional funding will be provided by Canada, for the Term of this Agreement, with respect to additional costs which may be associated with the recognition and establishment of any new Cree band located in the Territory.

2.9 Term

This Agreement shall come into force upon the fulfillment of all of the conditions set out in Section 10.8 of this Agreement and shall end at midnight on the twentieth (20th) anniversary of its coming into force (the "Term"). The various agreements contemplated herein shall come into force at dates to be agreed upon in such agreements.

2.10 Authorities and Capacities of the GCC(EI) and CRA

a) The GCC(EI) represents and warrants to Canada that:

(i) it is a corporation duly incorporated under Part II of the *Canada Corporations Act*, R.S.C. 1970, c. C-32, and is, with respect to the filing of returns, in good standing and will remain in good standing for the Term of this Agreement;

(ii) it is authorized to fulfill its obligations under this Agreement in accordance with the terms of this Agreement; and

(iii) it has the legal capacity to enter into this Agreement.

b) The CRA represents and warrants to Canada that:

(i) it is a legal person duly established in the public interest under the *Act respecting the Cree Regional Authority*, R.S.Q., c. A-6.1, and is, with respect to the filing of returns, in good standing and will remain in good standing for the Term of this Agreement;

(ii) it is authorized to fulfill its obligations under this Agreement in accordance with the terms of this Agreement; and

(iii) it has the legal capacity to enter into this Agreement.

c) Each of the GCC(EI) and the CRA represents and warrants to Canada that, in respect of the matters dealt with in this Agreement, it has the authority to enter into and enters into this Agreement on behalf of itself, the Cree Nation, the Cree bands and the Crees.

2.11 Validity of this Agreement

No Party will challenge, and no Party will encourage or support any challenge to the validity of this Agreement or to any provision of this Agreement.

2.12 Judicial Determination in Respect of Validity

a) If a Court of competent jurisdiction finally determines any provision of this Agreement to be invalid or unenforceable:

   (i) the provision will be severable from this Agreement to the extent of the invalidity or unenforceability, and the remainder of this Agreement will be construed, to the extent possible, to give effect to the intent of the Parties; and

   (ii) the GCC(EI)/CRA, and subsequently the Cree Nation Government, and Canada will make best efforts to discuss, and where necessary, amend this Agreement to remedy the invalidity or replace the invalid or unenforceable provision; and

   (iii) where appropriate, Canada shall recommend to Parliament the enactment of legislation to give effect to the remedy or replacement of the provision.

b) If, under a Court judgment which has become final, any provision of the legislation amending the CNQA as contemplated by Part 1 of Chapter 3 of this Agreement is declared invalid or unenforceable, unless the Parties agree otherwise, Canada shall make best efforts, where possible, to recommend to Parliament amendments to the CNQA to remedy the invalidity or replace the invalid or unenforceable provision.

Chapter 3 CREE NATION GOVERNANCE

3.1 Purpose

The purpose of this Chapter is twofold:

a) As a first step, in Part 1, in order to better enable the CRA to receive and carry out the Assumed Federal JBNQA Responsibilities (as listed in Section 4.3 of this Agreement), to equip the CRA with by-law-making powers similar to those of the Cree bands under the CNQA, through proposed amendments to that Act;

b) As a second step, in Part 2, to set out a process for negotiations leading to a Governance Agreement, Governance Legislation and possible amendments to the JBNQA and to the CNQA concerning a Cree Nation Government with powers and authorities beyond the scope of the CNQA and its amendments in Part 1 of this Chapter. Such negotiations, if successful, would expand Cree Nation governance beyond the CNQA powers by establishing the structures and powers of a Cree Nation Government and the relationship of such Government with Cree bands and federal and provincial governments.

PART 1: AMENDMENTS TO THE CREE-NASKAPI (OF QUEBEC) ACT

3.2 Recommendation to Parliament

Canada will recommend to Parliament the amendments to the *Cree-Naskapi (of Quebec) Act* described in this Part. Unless the GCC(EI)/CRA and Canada agree to a longer period in writing, Canada will make best efforts to recommend the said amendments to Parliament within eighteen (18) months of the coming into force of this Agreement.

3.3 Description of Amendments

The amendments to the *Cree-Naskapi (of Quebec) Act* will reflect the following understandings between the Parties:

a) an amendment to Section 6 of the CNQA providing that the by-laws of the CRA adopted under the Act will have application within the territorial limits of Category IA land and of Category III land situated within the perimeter of a band's Category IA land, as described in paragraph 6 (b) of the CNQA;

b) amendments to Sections 8 and 9 of the CNQA providing that the provisions of those Sections apply to by-laws of the CRA adopted pursuant to the CNQA;

c) the inclusion of a new objects section providing, in a manner similar to paragraphs 21 (a), (d), (e), (f) and (i) of the CNQA in relation to Cree bands, that the objects of the CRA under the CNQA are:

   (i) to act as a regional government authority on Category IA land;

   (ii) to establish minimum regional standards that meet or exceed generally applicable federal and provincial standards with regard to essential sanitation facilities and housing and to regulate the use of buildings on Category IA lands, but only to the extent that such buildings are used for the purposes of regional governance;

   (iii) to use, manage and administer moneys and other assets;

   (iv) to promote the general welfare of the Cree beneficiaries and of the Cree bands; and

   (v) to promote and preserve the culture, values and traditions of the Cree beneficiaries and the Cree bands;

d) the inclusion of sections in the CNQA providing that the CRA may assume certain federal responsibilities under the JBNQA or any other agreement, authority or program as may be agreed upon from time to time by the CRA and Canada;

e) the inclusion of sections in the CNQA providing the CRA with by-law-making powers of a regional nature for the purpose of establishing minimum regional standards applicable on Category IA land in areas where the Cree bands currently have by-law-making powers under the following paragraphs of the CNQA:

   (i) 45 (1) (b), respecting the regulation of buildings for the protection of public health and safety, including the construction, maintenance, repair and demolition of buildings, but only with respect to housing and with respect to buildings that are used for regional governance;

   (ii) 45 (1) (c), respecting health and hygiene, but only with respect to essential sanitation facilities and housing;

   (iii) 45 (1) (d), respecting public order and safety, but only with regard to sub-paragraph (i) of that paragraph, for the establishment, maintenance and operation of fire departments;

   (iv) 45 (1) (e), respecting the protection of the environment, including natural resources; and

   (v) 45 (1) (f), respecting the prevention of pollution;

f) the inclusion of a section in the CNQA providing the CRA with by-law making powers of a regional nature for the purpose of establishing minimum regional standards applicable on Category IA lands respecting essential sanitation;

g) the inclusion of a section in the CNQA that the CRA's by-laws establishing minimal regional standards under paragraphs 3.3 e) and f) of this Agreement must meet or exceed generally applicable federal and provincial standards;

h) the inclusion of a section in the CNQA that, in the event of an inconsistency or conflict between a by-law of a Cree band and a CRA by-law under the CNQA, the CRA by-law will prevail to the extent of the inconsistency or conflict;

i) the inclusion of a section in the CNQA providing that the adoption process for by-laws by the CRA under the CNQA shall be through a resolution of the Council of the CRA adopted at a duly convened public CRA Council meeting and approved by a majority of the members of that Council;

j) the inclusion of a section in the CNQA providing that the powers of the CRA under the CNQA cannot affect, modify or prejudice or be interpreted as affecting, modifying or prejudicing any of the rights, privileges or benefits of:

(i) the Inuit beneficiaries under the JBNQA;

(ii) the Naskapi Nation of Kawawachikamach or Naskapi beneficiaries under the *Northeastern Quebec Agreement*;

(iii) the Inuit of Fort George or the Naskapi Nation of Kawawachikamach or Naskapi beneficiaries under the CNQA; or

(iv) the Inuit beneficiaries under the JBNQA and the Naskapi beneficiaries under the *Northeastern Quebec Agreement* or under any agreement or undertaking, to which the government of Québec or Canada is a party with such Inuit or Naskapi beneficiaries or with another party on their behalf;

k) the inclusion of sections in the CNQA providing, in a manner similar to Sections 52, 53 and 54 of the CNQA for band by-laws, that the by-laws of the CRA adopted under the CNQA must be maintained in a publicly accessible register, a copy must be posted in a public place in the Cree communities, and a copy must be sent to the Minister;

l) the inclusion of sections in the CNQA providing, in a manner similar to Sections 55 to 57 of the CNQA for band by-laws, that the by-laws of the CRA adopted under the CNQA may be challenged by interested persons before the Provincial Court or Superior Court of Quebec;

m) an amendment to paragraph 90 (2) (c) of the CNQA to provide that a copy of the annual budget of a Cree band is to be sent to the CRA in addition to the Minister, as well as amendments to sub-section 91 (2) of the CNQA to provide that the CRA or any person authorized by the CRA may, in addition to the persons there enumerated, inspect the books of accounts and financial records of the Cree bands;

n) an amendment to sub-section 93 (5) of the CNQA to provide that, where delegated by the Minister and such delegation is accepted by the CRA, the CRA may appoint a new auditor for a band and fix his/her remuneration when a band fails to act pursuant to sub-section 93 (4) of the CNQA;

o) an amendment to sub-section 94 (2) of the CNQA to add the CRA as a recipient of the notification from a Cree band auditor as provided for under that sub-section;

p) an amendment to section 100 of the CNQA to provide that the CRA receive a copy of any written notice or order referred to in that Section;

q) an amendment to sub-section 138 (1) of the CNQA to add the CRA as a party to be consulted before permitting a person other than those enumerated therein to develop a project of a regional or provincial nature on a Cree band's Category IA land;

r) an amendment to section 139 of the CNQA to provide that a Cree band shall allocate by way of servitude, lease or similar contract, and for a fee not exceeding One Dollar ($1.00), land necessary for services provided or activities carried out by the CRA;

s) an amendment to section 166 of the CNQA to add the CRA to the list of those to whom the Cree-Naskapi Commission shall give a notice when referred to in a representation that it decides to investigate;

t) amendments to sub-sections 190 (1) and (2) of the CNQA to add that the movable and immovable property situated on Category IA land and belonging to a Cree beneficiary or to a Cree band, and any right or interest of a Cree beneficiary in Category IA land (but not the right or interest of a Cree band in its Category IA land) may be subject to privilege, hypothec or any other charge, or to attachment, levy, seizure or execution, in favour of or at the instance of the CRA, in the same manner as is provided for a Cree band;

u) the replacement of section 194 of the CNQA to provide that the Eeyou-Eenou Police force under the CRA and the members of that force have jurisdiction over the Category IA land of the Cree bands for the purpose of enforcing the applicable laws of Canada and Québec and the applicable by-laws of the Cree bands and of the CRA;

v) an amendment to section 196 of the CNQA to provide that, when an agreement referred to in that section involves a Cree band, the prior approval of the CRA must also be obtained in order for that agreement to be validly entered into;

w) amendments to sub-sections 199 (1) and (2) of the CNQA to add that contraventions of a CRA by-law adopted pursuant to that Act are offences under the CNQA subject to the same conviction mechanisms and punishments as provided in those sub-sections with regard to contraventions of Cree band by-laws;

x) any consequential amendments to other Acts of Parliament and to regulations or orders adopted pursuant to the CNQA or pursuant to any other Act of Parliament as may be required or useful to render effective the amendments to the CNQA set out in this Agreement.

3.4 CRA Accountability

For greater certainty, the CRA is governed by the accountability provisions under the *Act Respecting the Cree Regional Authority*, R.S.Q., c. A-6.1 with respect to its responsibilities and powers under this Agreement, and the CNQA, as amended from time to time.

3.5 Application of the *Canadian Charter of Rights and Freedoms*

For greater certainty, in regard to the performance of the Assumed Federal JBNQA Responsibilities, and in regard to the exercise of any power for the purpose of such performance,

a) the CRA is bound by the provisions of the *Canadian Charter of Rights and Freedoms* with due regard for section 25 of the *Charter*, which provides that the guarantee in the *Charter* of certain rights and freedoms shall not be construed so as to abrogate or derogate from any aboriginal, treaty or other rights or freedoms that pertain to the aboriginal peoples of Canada, to the same extent that Canada would be bound if the responsibilities had not been assumed by the CRA; and

b) the rights and freedoms guaranteed by the *Charter* are enforceable in respect of the CRA to the same extent that they would have been enforceable in respect of Canada if the responsibilities had not been assumed by the CRA.

3.6 Consultations on Proposed Legislation Amending the CNQA

a) Canada will consult with the GCC(EI)/CRA during the drafting of the amendments to the CNQA by:

   (i) ensuring that the GCC(EI)/CRA have a reasonable period of time to present their views and comments on proposed amendments to the CNQA at meetings with Canada held prior to their submission to Parliament; and

   (ii) considering any comments made by the GCC(EI)/CRA on the content of such proposed amendments to the CNQA as to whether they accurately reflect this Agreement and the purpose of Part 1 of this Chapter as set out in paragraph 3.1 a).

b) Canada will likewise consult with the GCC(EI)/CRA during the drafting of any consequential amendments to other Acts of Parliament and to federal regulations or orders necessary as a result of the amendments to the CNQA set out in Part 1 of this Chapter. The provisions of paragraph 3.6 a) will apply, with the necessary modifications, to such consultations.

c) The GCC(EI)/CRA and Canada agree to consult, during the drafting of the amendments, with the Inuit of Fort George through the Makivik Corporation and the Band Council of the Naskapi Nation of Kawawachikamach regarding the proposed amendments to the CNQA.

PART 2: PROCESS LEADING TO A CREE NATION GOVERNANCE AGREEMENT

3.7 Definitions

For the purpose of this Part 2, *"jurisdiction"* means law-making authority (hereinafter "Jurisdiction"), and *"authority"* means any authority, other than law-making, such as the power to deliver or administer federal programs and services (hereinafter "Authority").

3.8 Subject of Negotiations

The subject areas to be negotiated in relation to Jurisdiction and Authority of the Cree Nation Government and to be incorporated in the Governance Agreement will be determined by the GCC(EI)/CRA, Canada and Québec as the first item in the negotiations process leading to the Governance Agreement.

3.9 Federal Policies

Canada will be guided by existing legislation, policies, guidelines and procedures in conducting negotiations under this Part.

3.10 Development of a Cree Constitution

The Cree Nation will develop a Constitution which shall reflect its values and beliefs, be effective as the fundamental law of the Cree Nation, and be consistent with the Governance Agreement. Such Constitution must be ratified prior to or concurrently with the ratification of the Governance Agreement but will come into force at the same time as the Governance Agreement. The Cree Constitution shall provide for the following essential matters:

a) law enactment procedures, including publication;

b) leadership selection;

c) political accountability of leaders to their members;

d) financial management and accountability;

e) internal appeal and redress mechanisms;

f) structures and procedures of government;

g) conflict of interest;

h) public consultations;

i) voting and referenda;

j) access to information;

k) amending formula; and

l) other essential matters as negotiated.

3.11 Other Matters to be Addressed

The following is a list of other issues that the Parties agree to address during the negotiations process leading to the Governance Agreement. The list is not exhaustive and, where the parties to those negotiations agree, items may be added or deleted as a result of on-going governance negotiations:

a) process for approval of the Governance Agreement and the Cree Constitution;

b) legal status of the Governance Agreement and correlative amendments to the JBNQA;

c) the level of ratification by the Crees, having regard to the legal status of the Governance Agreement and correlative amendments to the JBNQA;

d) amendment procedures for the Governance Agreement and the need to consult the Crees before making any amendments to the Governance Legislation;

e) application of various federal or provincial laws;

f) the relationship of Cree Nation Government laws to the laws of other governments, including those of the Cree bands;

g) inter-governmental dispute resolution mechanisms;

h) competent court for judicial review;

i) creation of new Cree bands and Cree band amalgamations;

j) repatriation of Cree artefacts;

k) measures for addressing international legal obligations of Canada;

l) the *Canadian Charter of Rights and Freedoms*;

m) structure and operation of the Governance Agreement and related key elements of the Governance Legislation;

n) fiscal relations between Canada and the Crees, including financial reporting to Canada;

o) tax treatment matters;

p) annual report by the Cree Nation Government;

q) delegation of powers;

r) legal status and capacity;

s) exemption from seizure of assets;

t) compulsory notice with respect to constitutionality and judicial notice;

u) geographical scope of powers;

v) own source revenues;

w) clarification of the respective roles of the Cree Nation Government in relation to those of the Cree bands, the GCC(EI) and the CRA and the identification of any other potential impact on the CNQA and the JBNQA;

x) identification of any required consequential amendments to other legislation;

y) implementation, including principles for development and content of an implementation plan for the Governance Agreement and Governance Legislation, and transition measures;

z) a review of the role of the Cree-Naskapi Commission, and particularly having regard to avoiding duplication with processes or bodies provided for under this Agreement or the Governance Agreement; and

aa) in the event that the Cree Nation Government exercises Jurisdiction or Authority over individuals who are not Crees and who are residing on Category I lands, mechanisms will be developed to ensure that such individuals may have input into, and rights of redress respecting decisions of the Cree Nation Government that will affect their rights and interests.

3.12 Participation of Québec

Québec has been invited to be a party in the negotiations leading to the Governance Agreement, insofar as areas of jurisdiction of Québec are involved, and Québec has indicated its willingness to participate.

3.13 Other Aboriginal Groups

The Parties agree that it is not foreseen that the Governance Agreement would have any potential impact on other Aboriginal groups; however, in the event that overlapping governance issues would arise, the GCC(EI)/CRA and Canada agree to discuss such issues jointly and with the concerned Aboriginal group with a view to resolving them. In any case, the GCC(EI)/CRA and Canada agree to consult with the Inuit beneficiaries under the JBNQA through the Makivik Corporation and with the Band Council of the Naskapi Nation of Kawawachikamach during these negotiations. Québec will be invited to participate in these consultations.

3.14 Time Frame

With the participation of Québec, the Parties are committed to making best efforts to conclude negotiations of a governance agreement-in-principle within three (3) years of the coming into force of this Agreement and a Governance Agreement within five (5) years of the coming into force of this Agreement, or within such longer period as the GCC(EI)/CRA, Canada and Québec may agree to in writing.

3.15 Public Information

In order that individuals, groups or organizations having an interest in the outcome of the governance negotiations be informed regarding the general status, aims, objectives and progress of the negotiations, the GCC(EI)/CRA and Canada agree that:

a) from time to time, the GCC(EI)/CRA and Canada may jointly attend meetings with such individuals, groups or organizations as they may agree will assist in the process of consensus building and, without restricting the generality of the foregoing, the GCC(EI)/CRA and Canada will jointly hold public information sessions prior to the completion of the Governance Agreement;

b) the GCC(EI)/CRA and Canada may, separately, carry out such additional information and education initiatives as they see fit;

c) the GCC(EI)/CRA and Canada may issue statements, whether jointly or separately, to the media on the progress of the governance negotiations from time to time; and

d) Québec will be invited to participate in all of the above-mentioned information activities.

3.16 Governance Legislation

The Governance Agreement will form the basis for the Governance Legislation. In the Governance Agreement, Canada will commit to recommend the Governance Legislation to Parliament. The Governance Agreement will be made to prevail over the Governance Legislation in the event and to the extent of conflict or inconsistency.

3.17 Consultations on Governance Legislation

a) Canada will consult with the GCC(EI)/CRA during the drafting of the Governance Legislation by:

(i) ensuring that the GCC(EI)/CRA have a reasonable period of time to present their views and comments on the proposed Governance Legislation at meetings with Canada held prior to its submission to Parliament;

(ii) considering any comments made by the GCC(EI)/CRA on the content of such proposed Governance Legislation as to whether they accurately reflect the provisions of the Governance Agreement.

b) The GCC(EI)/CRA and Canada agree that it is not foreseen that the Governance Legislation would have any potential impact on other Aboriginal groups; however, in the event that overlapping governance issues would arise, the GCC(EI)/CRA and Canada agree to discuss such issues jointly and with the concerned Aboriginal group with a view to resolving them. In any case, the GCC(EI)/CRA and Canada agree to consult, during the drafting of the Governance Legislation, with the Inuit beneficiaries under the JBNQA through the Makivik Corporation and with the Band Council of the Naskapi Nation of Kawawachikamach in regard to the Governance Legislation. Québec will be invited to participate in these consultations.

3.18 Funding for Governance

a) Funding is provided by Canada within the Payments described in Chapter 6 of this Agreement to assist the GCC(EI)/CRA, and subsequently the Cree Nation Government:

(i) to participate effectively in the consultations, negotiations and processes contemplated by Parts 1 and 2 of this Chapter, including ratification of the Governance Agreement; and

(ii) to cover, during the Term of this Agreement, any additional costs incurred by the Cree Nation Government for the implementation of the Governance Agreement and for on-going expenses and functions of the Cree Nation Government pursuant to the Governance Agreement.

b) The provisions of this Agreement do not preclude the transfer or delegation of federal programs, services and administration and the funding related thereto to the CRA or, subsequently, the Cree Nation Government.

c) For greater certainty, nothing in this Section is intended to impact the funding provided to the CRA for centralized support services under the Operations and Maintenance Transfer Payment Agreement.

Chapter 4 ASSUMPTION OF CERTAIN FEDERAL JBNQA RESPONSIBILITIES

4.1 Assumption of Responsibilities

For the Term of this Agreement, the CRA, and subsequently the Cree Nation Government, shall assume the responsibilities of Canada to the Cree Nation and the Crees under the provisions of the JBNQA set forth in Section 4.3 of this Chapter (herein the "Assumed Federal JBNQA Responsibilities").

4.2 Condition for Assumption

The assumption of responsibilities referred to in Section 4.1 hereof is made on and subject to the condition of the fulfillment of this Agreement by Canada, including the Payments by Canada as set out in Section 6.2 of this Agreement, which Payments are subject to the acknowledgments in Section 6.3 of this Agreement.

4.3 List of Assumed Federal JBNQA Responsibilities

The Assumed Federal JBNQA Responsibilities comprise the federal share of capital costs, operations and maintenance (including insurance), and programs and services, as applicable, for the Term of this Agreement respecting the items listed under the following provisions of the JBNQA:

a) Section 18, regarding Administration of Justice (Crees), subject to Section 4.4 of this Agreement;

b) paragraph 24.3.24, sub-paragraph 28.4.1 a) and Sub-section 28.5, regarding the Cree Trappers' Association ("CTA"), subject to Section 4.11 of this Agreement;

c) sub-paragraph 28.4.1 b), and Sub-section 28.6 regarding the Cree Outfitting and Tourism Association ("COTA"), subject to Section 4.11 of this Agreement;

d) sub-paragraph 28.4.1 c), and Sub-section 28.7 regarding the Cree Native Arts and Crafts Association ("CNACA"), subject to Section 4.11 of this Agreement;

e) paragraphs 28.9.1 and 28.9.2 regarding training courses, job recruitment and placement related to Territorial Programs and Enhanced Delivery Structure;

f) paragraphs 28.9.1 regarding training facilities and 28.9.5 regarding Manpower offices;

g) sub-paragraph 28.11.1 a) regarding the construction or provision of a community centre in each Cree community;

h) sub-paragraph 28.11.1 b) regarding essential sanitation services in each Cree community;

i) sub-paragraph 28.11.1 c) regarding fire protection, including training of Crees, the purchase of equipment and the construction of facilities in each Cree community; and

j) paragraph 28.11.2 regarding the provision of an Economic Development Agent in each Cree community and community affairs services.

4.4 Section 18 Related Matters

a) The CRA, and subsequently the Cree Nation Government, shall not assume any federal responsibility regarding the appointment of justices of the peace, as provided in paragraphs 18.0.8 and 18.0.9 of the JBNQA, and regarding amendments to the *Criminal Code* and the *Canada Evidence Act*, as provided in paragraph 18.0.19 of the JBNQA.

b) In regard to the establishment and operation of facilities for the imprisonment, committal or detention of Crees and the staffing of institutions, penitentiaries and places of detention as contemplated by paragraphs 18.0.26, 18.0.27 and 18.0.29 of the JBNQA, the CRA shall not assume any federal responsibility. Consequently, for the Term of this Agreement, Canada shall continue to assume the costs associated with Crees detained now or in the future within the federal incarceration system.

c) For greater certainty, the Assumed Federal JBNQA Responsibilities under paragraph 4.3 a) of this Chapter include post-detention rehabilitation institutions, almshouses, workhouses and refuges for women as contemplated in sub-paragraph 18.0.29 e) of the JBNQA as well as special programs after release as contemplated in sub-paragraph 18.0.29 g) of the JBNQA.

4.5 Maintenance

The CRA, and subsequently the Cree Nation Government, undertakes to provide for the adequate maintenance of the facilities contemplated in Section 4.3 of this Agreement and which are built during the Term of this Agreement.

4.6 Undertaking Regarding Certain Facilities and Services

The CRA, and subsequently the Cree Nation Government, undertakes for the Term of this Agreement, to allocate funding to the Cree bands with respect to the provision of the following facilities and services in their communities:

a) a community centre in each Cree community;

b) solid waste management, provided at generally applicable federal and provincial standards, this includes the maintenance of such facilities and equipment and the construction of expansions to such facilities and equipment to generally

applicable federal and provincial standards, where appropriate to meet the needs for such facilities for the Term of this Agreement;

c) fire protection, including training of Crees, the purchase of equipment and the construction of expansions to fire-fighting facilities, where appropriate to meet the needs for such facilities for the Term of this Agreement, using generally applicable federal and provincial standards; and

d) in the event generally applicable federal or provincial standards relating to essential sanitation services or fire protection should be substantially modified during the Term of the Agreement leading to additional costs for the provision of related facilities and services as contemplated by this Section, then Canada agrees to negotiate with the CRA or, as the case may be, the Cree Nation Government, additional funding so as to cover such additional costs.

4.7 Third Parties

The CRA, and subsequently the Cree Nation Government, shall not be responsible nor liable under this Agreement for capital costs, operations and maintenance or programs and services contemplated by the Assumed Federal JBNQA Responsibilities to any group which is not a Cree band or to any individual who is not a Cree entitled to receive benefits under the JBNQA.

4.8 Regional Training and Vocational Centre in Waswanipi

The assumption of responsibilities by the CRA, and subsequently the Cree Nation Government, contemplated by Section 4.3 of this Agreement with regard to paragraph 28.9.1 of the JBNQA regarding training facilities does not include any assumption of responsibilities with regard to the Regional Training and Vocational Centre in Waswanipi which is managed by the Cree School Board and funded pursuant to Section 16 of the JBNQA. The Payments provided by Canada pursuant to Chapter 6 of this Agreement do not include any funding related thereto.

4.9 Operations and Maintenance Funding

For greater certainty, the additional operations and maintenance funding required during the Term of this Agreement for new facilities contemplated in Section 4.3 of this Chapter is included in the Payments provided in Chapter 6 of this Agreement.

4.10 Management of Assumed Federal JBNQA Responsibilities

Subject to Section 4.6 of this Chapter, the Parties recognize and accept that the CRA, and subsequently the Cree Nation Government, shall have full and complete discretion to implement the Assumed Federal JBNQA Responsibilities in the manner, according to the priorities, in the timeframes and to the extent it deems appropriate. Such implementation by the CRA, and subsequently the Cree Nation Government, of the Assumed Federal JBNQA Responsibilities during the Term of this Agreement shall be deemed to constitute the appropriate manner in which the provisions listed in Section 4.3 of this Chapter could reasonably be implemented for the Term of this Agreement. Implementation of the

Assumed Federal JBNQA Responsibilities beyond the Term of this Agreement will be determined in accordance with Section 10.13 of this Agreement.

4.11 Funding for Certain Cree Associations

The assumptions in relation to the provisions of the JBNQA contemplated by paragraphs 4.3 b), c) and d) of this Agreement regarding the CTA, COTA and CNACA are premised on continued annual funding from Canada to the said associations for the Term of this Agreement. In the event such annual funding is not continued for any reason whatsoever, then the assumption of the said undertakings contemplated by paragraphs 4.3 b), c) and d) of this Agreement shall cease as of the date such annual funding is not continued, and such undertakings shall be assumed by Canada from that date onward and shall no longer form part of the Assumed Federal JBNQA Responsibilities.

4.12 Training Courses, Job Recruitment and Placement

The assumption in relation to paragraphs 28.9.1 and 28.9.2 of the JBNQA contemplated by paragraph 4.3 e) of this Agreement is premised on the maintenance or continuation by Canada for each year of the Term of this Agreement of the additional funding for training programs and facilities and of job recruitment and placement services in the Territory, on terms reasonably comparable to that to be provided to the CRA in fiscal year 2008-2009 by the Department of Human Resources and Skills Development (HRSDC) pursuant to an agreement between HRSDC and the CRA dated April 25, 2007 and entitled *Agreement respecting the Aboriginal Human Resources Development Program and Related Services between Her Majesty the Queen in Right of Canada and the Cree Regional Authority*. In the event that such funding is not maintained or continued for the Term of this Agreement for any reason, then the assumption of the said undertakings contemplated by paragraph 4.3 e) of this Agreement shall cease as of the date the funding is not maintained or continued, and such undertakings shall be assumed by Canada from that date forward and shall no longer form part of the Assumed Federal JBNQA Responsibilities.

4.13 Annual Reporting to Canada

The CRA, and subsequently the Cree Nation Government, will provide to Canada an annual report on the implementation of the Assumed Federal JBNQA Responsibilities.

Chapter 5 RESOLUTION OF CLAIMS, GRIEVANCES AND OTHER MATTERS

5.1 Purpose

The purpose of this Chapter is for the Parties to resolve the claims, grievances and the other matters set out in Sections 5.3, 5.4 and 5.5, whether related or not to JBNQA, in order to fully embark on a new relationship. In addition, the Parties agree to put in place a process to address certain amendments and certain environmental matters as set out in Sections 5.8, 5.9 and 5.10.

5.2 Associated Costs

The Parties and the Cree bands agree that the costs associated with the claims, grievances and other matters described in Sections 5.3 and 5.4 of this Chapter are included within the Payments provided under Chapter 6 of this Agreement, except where specifically excluded. For greater certainty, Canada shall not provide any further payments with respect to the claims, grievances and other matters described in Sections 5.3, 5.4 and 5.5 of this Agreement.

5.3 Claims and Grievances

The Parties and the Cree bands agree that the claims and grievances against Canada relating to the following are hereby fully resolved between them:

a) reimbursement relating to past construction and past maintenance of the Nemaska access road;

b) any past relocations of the Cree Nation of Nemaska and the Waswanipi Band;

c) past housing and related infrastructure funding in any of the Cree communities; and

d) past constructions, past upgrades, past improvements, past repairs and past replacements of Band Facilities in any of the Cree communities.

5.4 Washaw Sibi Eeyou

The Cree beneficiaries of the JBNQA who have identified themselves as the Washaw Sibi Eeyou, some of whom are now residing in or around Pikogan, have expressed a desire to

be recognized as a separate Cree band. The Parties agree that this matter is fully resolved as between them by the following. Immediately following the coming into force of this Agreement, the CRA undertakes to initiate exploratory discussions with the Washaw Sibi Eeyou in order to identify possible options for the Washaw Sibi Eeyou. The CRA, and subsequently the Cree Nation Government, is responsible for any costs associated with implementing an option agreed on by the CRA and the Washaw Sibi Eeyou. If the CRA and the Washaw Sibi Eeyou decide to proceed with negotiations regarding recognition of the Washaw Sibi Eeyou as a separate Cree band, Canada and Québec will be invited to participate, subject to Section 2.8 of this Agreement.

5.5 Chisasibi Block "D"

Canada agrees, in principle, to accept the transfer of the lands known as Block "D" in the community of Chisasibi, subject to certain issues related to the restoration of these lands. These issues are currently being addressed between the Cree Nation of Chisasibi, the GCC(EI), the CRA, Québec and Canada. The Parties agree that Canada shall not be responsible for any costs associated with the land transfer of Block "D", save and except land survey costs.

5.6 Oujé-Bougoumou

Contemporaneously, or as soon as possible following the coming into force of this Agreement, the Parties to this Agreement will sign a Complementary Agreement regarding the establishment of the Oujé-Bougoumou Band and its Category 1A land through amendments to the JBNQA. The Parties agree that Québec is a necessary party to the Complementary Agreement. Canada commits to recommend to Parliament amendments to the CNQA regarding the establishment of the Oujé-Bougoumou Band.

5.7 Band Facilities during the Term of this Agreement

a) The costs associated with the construction, replacements and expansions of Band Facilities for the Term of this Agreement are assumed by the CRA, and subsequently by the Cree Nation Government. Funding related thereto is included in the Payments provided in Chapter 6 of this Agreement.

b) The operations and maintenance funding (including insurance and other related costs), for the Term of this Agreement and which is related to new Band Facilities constructed during the Term of this Agreement and that portion related to expansions of Band Facilities carried out during the Term of this Agreement, is assumed by the CRA, and subsequently by the Cree Nation Government, and is included in the Payments provided in Chapter 6 of this Agreement.

c) The CRA, and subsequently the Cree Nation Government, undertakes to provide, during the Term of this Agreement, for the adequate maintenance of the Band Facilities constructed and expanded during the Term of this Agreement.

d) The operations and maintenance funding (including insurance and other related costs) related to Band Facilities, which already exist at the time this Agreement

comes into force, is provided by Canada under the Operations and Maintenance Transfer Payment Agreement.

e) The CRA, and subsequently the Cree Nation Government, will provide to Canada an annual report on the Band Facilities constructed, replaced, expanded or funded during the Term of this Agreement.

5.8 Other Amendments to the JBNQA

a) Canada and the CRA will each appoint their representatives forthwith upon the coming into force of this Agreement in order to discuss Complementary Agreements to the JBNQA dealing with the following subjects:

(i) changes to the JBNQA to modify the general amending provision set out in paragraph 2.15 thereto so as to allow future amendments to the JBNQA contemplated by such paragraph to be made without the consent of all the parties to the JBNQA when such amendments do not affect the interests of a party thereto, and, for greater certainty, to ratify any past amendments to the JBNQA which may have been made without the consent of all the parties thereto;

(ii) changes to the JBNQA to modify Section 3 thereof relating to eligibility in a manner similar (but not identical) to the changes for the Québec Inuit agreed to by Canada and all other parties to the JBNQA under Complementary Agreement number 18 to the JBNQA;

(iii) changes related to Section 4 of the JBNQA and to other related sections of the JBNQA in order to incorporate therein the final territorial descriptions of the Cree Category I lands;

b) The Parties acknowledge that, in order to fully address these issues, the participation of other parties will be required. For discussions regarding sub-paragraph 5.8 a)(i), all parties to the JBNQA must participate. For discussions contemplated by sub-paragraphs 5.8 a)(ii) and 5.8 a)(iii) of this Chapter, Canada and the CRA will not proceed unless Québec participates. The objective is to reach Complementary Agreements in regard to sub-paragraphs 5.8 a)(i), 5.8 a)(ii) and 5.8 a)(iii) within three (3) years of the coming into force of this Agreement.

5.9 CEPA, SARA and Fisheries Act

a) Canada and the CRA shall each appoint their representatives forthwith upon the coming into force of this Agreement, in order to address the following issues with the objective of reaching a conclusion on these issues within three (3) years of the coming into force of this Agreement:

(i) the feasibility of deeming the CRA as an "aboriginal government" for the purposes of Section 3 of the *Canadian Environmental Protection Act*, *1999* ("CEPA") and of entering into administrative agreements between the Minister of the Environment and that aboriginal government pursuant to

Section 9 of the CEPA for the Cree Category I lands and for Cree traplines located in the Territory contemplated by the JBNQA;

(ii) the feasibility of deeming the CRA as "an other government" for the purposes of Section 8 of the *Species at Risk Act* ("SARA") and of delegating certain powers or functions under the SARA relating to its enforcement to that "other government" for the Cree Category I lands and for Cree traplines located in the Territory contemplated by the JBNQA;

(iii) the feasibility of transferring certain authorities under the *Fisheries Act* to the CRA for the Cree Category I lands and for Cree traplines located in the Territory contemplated by the JBNQA;

(iv) the feasibility of transferring other federal authorities related to the environment and wildlife to the CRA.

b) Representatives of Environment Canada and, in the case of sub-paragraph 5.9 a)(iii), representatives of Fisheries and Oceans Canada, will be invited to participate in this process.

5.10 *Criminal Code of Canada* and *Canada Evidence Act*

Canada and the CRA will each appoint representatives forthwith upon the coming into force of this Agreement, to discuss paragraph 18.0.19 of the JBNQA as concerns any amendment, as the case may be, to the *Criminal Code* and the with the objective of reaching an agreement, within three (3) years of the coming into force of this Agreement.

Chapter 6 PAYMENTS BY CANADA

6.1 General

The "Recipient of Payments" shall be a non-profit corporation, partnership, foundation or trust designated by the CRA to receive and hold the payments made by Canada pursuant to this Chapter, or failing such designation, the Recipient of Payments shall be the CRA. For greater certainty:

a) the Recipient of Payments may, at the direction of the CRA, transfer, at any time, all or any part of the said payments made by Canada to another Recipient of Payments designated from time to time by the CRA for such purposes;

b) the CRA or the Cree Nation Government may be designated as the Recipient of Payments; and

c) the Recipient of Payments may not be permitted to carry out directly any commercial activities, it being understood that any revenues or gains resulting from portfolio investments of the Payments, or any reinvested earnings therefrom, are permitted activities.

6.2 Payments

Canada shall pay to the Recipient of Payments the following lump-sum amounts (collectively the "Payments"), by means of direct electronic bank transfer to the account designated for this purpose by the Recipient of Payments:

a) upon coming into force of this Agreement, an amount of ONE BILLION AND FIFTY MILLION DOLLARS ($1,050,000,000) (the "First Payment");

b) within thirty (30) days of Royal Assent of the amendments to the CNQA contemplated in Part 1 of Chapter 3 of this Agreement, an amount of ONE HUNDRED MILLION DOLLARS ($100,000,000) (the "Second Payment"); and

c) within thirty (30) days of Royal Assent of the Governance Legislation contemplated in Part 2 of Chapter 3 of this Agreement, an amount of TWO HUNDRED MILLION DOLLARS ($200,000,000) (the "Third Payment").

6.3 Acknowledgments

a) The amounts set out in paragraphs 6.2 b) and 6.2 c) are not a direct reflection of the costs associated with the matters mentioned in those paragraphs.

b) In the event that the condition for the Second Payment does not occur, Canada shall not be obliged to provide the Second Payment.

c) In the event that the condition for the Third Payment does not occur, Canada shall not be obliged to provide the Third Payment.

d) The non-payment by Canada of the Second and/or Third Payment, in the event that the respective conditions are not realized, shall not constitute the non-fulfillment by Canada of this Agreement and, in particular, shall not affect the assumption of the Federal JBNQA Responsibilities by the CRA in Chapter 4 hereof, the resolution of claims, grievances and other matters described in Sections 5.3, 5.4, 5.5 and 5.7 of this Agreement or the releases and indemnifications given in Chapter 7 hereof.

6.4 Use of Payments

a) The Recipient of Payments may hold, manage, invest, spend, allocate or otherwise use the Payments and any revenues or gains accrued thereon in the future, for one or more of the following general purposes:

(i) to fund, for the Term of this Agreement, the Assumed Federal JBNQA Responsibilities listed in Chapter 4 of this Agreement;

(ii) to promote, fund or carry out the social, community and economic development of the Crees;

(iii) to supplement the funding received by the CRA, and subsequently the Cree Nation Government, to carry out its functions; and

(iv) any other purposes consistent with this Agreement.

b) It is intended by the Parties that the Payments and the revenues and gains accrued thereon by the Recipient of Payments are to be used during the Term of this Agreement for the purposes set out in this Section.

6.5 Specific Considerations

For greater certainty, the Payments are made by Canada in consideration of, and subject to the covenants and undertakings of the GCC(EI)/CRA set out in this Agreement, including:

a) the assumption by the CRA, and subsequently by the Cree Nation Government, of the Assumed Federal JBNQA Responsibilities as set out in Chapter 4 of this Agreement;

b) the resolution of the claims, grievances and other matters as set out in Sections 5.3, 5.4 and 5.5 of this Agreement;

c) the resolution of the litigation described in Section 7.3 of this Agreement; and

d) to cover all costs incurred by the GCC(EI)/CRA and the Cree Nation Government as set out in Section 3.18 of this Agreement.

6.6 Reports and Financial Statements

Regarding the Payments provided under Chapter 6 of this Agreement and any revenues or gains accrued thereon, the Recipient of Payments will provide to Canada the copies of the reports and audited financial statements presented to the annual general assembly of the GCC(EI) and, thereafter, the annual general assembly of the Cree Nation. For each Financial Year, these reports should be provided to Canada no later than the opening day of the annual general assembly immediately following the end of that Financial Year.

6.7 Unforeseen Events

Funding in addition to that provided for in this Agreement may be provided to the CRA, and subsequently the Cree Nation Government, to assist them in defraying significant costs which are beyond their powers to control and absorb financially and which arise in the event of *force majeure*, fire, flood or other natural disasters or from new governmental initiatives of Canada that create new responsibilities for the CRA, and subsequently for the Cree Nation Government.

6.8 Parliamentary Appropriations

The Payments referred to in Section 6.2 of this Agreement are subject to there being an appropriation by Parliament for the fiscal year in which any such payment is made. Canada will recommend to Parliament such appropriations prior to or contemporaneously with the fulfillment of the conditions for any such payment to be made under this Agreement.

Chapter 7 LITIGATION AND RELATED ISSUES

7.1 Specific Considerations

For greater certainty, the releases are provided by the GCC(EI)/CRA to Canada and the resolution of the litigation referred to in this Chapter is made in consideration of, and subject to, the covenants and undertakings of Canada set out in this Agreement.

7.2 General

a) Canada and the GCC(EI)/CRA maintain their respective legal positions regarding the JBNQA and its interpretation, and no admission in respect thereto is made through or in this Agreement.

b) Nevertheless, Canada and the GCC(EI)/CRA agree to set aside their legal differences and to resolve outstanding matters between them, to the greatest extent possible, as provided for in this Agreement.

c) Canada and the GCC(EI)/CRA agree to take the measures specified in this Chapter to bring an end, to the greatest extent possible, to the pending litigation between them described in Section 7.3 of this Chapter, so as to pave the way to a new era of cooperation.

7.3 Court Proceedings

In order to meet the purposes of this Agreement and to facilitate the renewed relationship referred to herein, the parties named in the following court proceedings shall take the measures set forth in this Chapter in respect thereof:

a) *Grand Chief Matthew Coon Come et al. v. Hydro-Québec, the Attorney General of Quebec and the Attorney General of Canada*, S.C.M. 500-05-004330-906 (the Coon Come #1 proceedings);

b) *Grand Chief Matthew Coon Come et al. v. The Attorney General of Quebec and the Attorney General of Canada et al.*, S.C.M. 500-05-027984-960 (the Coon Come #2 proceedings);

c) Part B of the *Grand Chief Matthew Coon Come et al. v. Her Majesty the Queen in Right of Canada et al.*, F.C. T-962-89 (the Federal Court Coon Come proceedings, herein the Coon Come #3 proceedings).

7.4 Discontinuances

a) The *Coon Come #1*, the *Coon Come #2* and Part B of the *Coon Come #3* proceedings are hereby discontinued, without costs, by the Cree parties thereto, as against Canada. Canada accepts such discontinuances without costs.

b) The parties to the litigation referred to in Section 7.3 hereof undertake to file in the registry of the relevant court, within three (3) months following the coming into force of the present Agreement, the documents related to the discontinuances and any other measures in this Chapter.

7.5 Part A of the Coon Come #3 Proceedings

a) The Parties acknowledge that, as Part A of the *Coon Come #3* proceedings is currently the subject of on-going separate negotiations, it shall not be affected by this Agreement, subject to paragraphs 7.5 b) to f) of this Chapter.

b) Part A of the *Coon Come #3* proceedings is currently stayed and shall continue to be stayed by the Cree parties thereto as against Canada, unless and until it is resolved in accordance with paragraph 7.5 c) of this Chapter or reactivated in accordance with paragraph 7.5 e) of this Chapter. Canada agrees to such stay. Canada renounces any right it might have respecting any ensuing delays and shall not invoke such delays in court, either as the basis for an application to strike such proceedings for want of prosecution or otherwise.

c) If Canada and the Cree parties to the *Coon Come #3* proceedings reach a resolution agreement with respect to the issues raised in Part A of those proceedings, then, unless otherwise provided for in such resolution agreement, Part A of the *Coon Come #3* proceedings shall be discontinued, without costs, by the Cree parties thereto as against Canada with respect to all allegations and conclusions therein. Canada undertakes to accept such discontinuance without costs and the parties to this litigation undertake to file in the registry of the relevant court, within three (3) months following the coming into force of the resolution agreement, the documents necessary to give effect to the discontinuance and any other measures contemplated in the resolution agreement.

d) If no resolution of the issues contemplated by Part A of the *Coon Come #3* proceedings is reached by March 31, 2009, the Cree parties thereto and Canada may agree to extend such delay in accordance with Section 10.11 of this Agreement to enable the parties to complete negotiations.

e) Part A of the *Coon Come #3* proceedings may be reactivated by the Cree parties thereto or by Canada at any time prior to or after March 31, 2009 by applying to the Court to lift the stay of Part A and order a timetable for the taking of the next procedural step. However, any party wishing to lift the stay must first deliver a written notice of such intention to the solicitors of record for the other party. Once a written notice has been delivered, any party to the *Coon Come #3* proceedings may apply to the Court to lift such stay at any time, provided that the lifting of the stay does not take effect until one hundred and twenty (120) days of when the notice was given. Thereafter, the Court proceedings

may continue and such issues may be determined by the Court, including the question of costs.

f) If any of the parties to the *Coon Come #3* proceedings were to reactivate or take further steps in relation to Part A of those proceedings or were to commence any other proceedings before any court, board, commission or other tribunal in respect of the facts or matters alleged in Part A of the *Coon Come #3* proceedings, the other party reserves the right to suspend the negotiations referred to in paragraph 7.5 a) of this Agreement.

7.6 Bosum and Vanadium Proceedings Not Affected

a) The Parties acknowledge that the legal proceedings *Chief Sam Bosum v. Her Majesty the Queen in Right of Canada*, F.C. T-3007-93 (the Federal Court Bosum proceedings) and *Grand Chief Dr. Ted Moses et al. v. The Attorney General of Canada et al*. S.C.M. 500-17-020743-046 (the Vanadium proceedings) are not contemplated nor affected by this Agreement.

b) Negotiations relating to the Federal Court *Bosum* proceedings have been dealt with through a separate and distinct process and have led to a proposed agreement known as an *Agreement Regarding Certain Community Specific Issues* which, if ratified by the respective parties thereto in accordance with its terms, would end those proceedings in the manner provided therein.

c) Any negotiations relating to the *Vanadium* proceedings may be dealt with through a separate and distinct process which would be outside of the scope of this Agreement and which, if undertaken, would address appropriate releases, court discontinuances and filing of appropriate documentation in the registry of the relevant court. For greater certainty, this Agreement shall not affect and shall be without prejudice to the positions of the Parties in relation to the applicability or non-applicability on the Territory, as defined in Section 22 of the JBNQA, of:

   (i) the federal environmental and social impact assessment and review procedure contemplated by Section 22 of the JBNQA; and

   (ii) the environmental assessment process contemplated in the *Canadian Environmental Assessment Act*.

7.7 Past Implementation

For the purposes of this Chapter, "*past implementation of the JBNQA by Canada*" means any act or omission of Canada, its Ministers, officers, directors, employees, servants and agents, or their successors and assigns, affecting the GCC(EI), the CRA, the Cree Nation, the Cree bands or the Crees that occurred, or is alleged to have occurred, in the Territory, during the period between November 15, 1974 and the date of the coming into force of this Agreement, and that was, or is alleged to have been, in relation to:

a) the JBNQA, the Agreement-in-Principle of November 15, 1974 or any Complementary Agreement to the JBNQA;

b) any letter of undertaking or any other existing agreement referred to in paragraphs 640 to 726 of the Consolidated Statement of Claim of January 9, 2004 of the *Coon Come #3* proceedings or in paragraphs 2.1 to 19 of Schedule B of the *Coon Come #2* proceedings; or

c) any trust or fiduciary obligation of Canada, its Ministers, officers, directors, employees, servants and agents, or their successors and assigns, relating in any way to the *James Bay and Northern Quebec Native Claims Settlement Act*, the *Department of Indian Affairs and Northern Development Act* or any of the documents and instruments listed in paragraphs a) or b) of this Section.

7.8 GCC(EI)/CRA's Undertaking respecting Past Implementation

The GCC(EI)/CRA undertake never to institute any new legal proceedings against Canada, its Ministers, officers, directors, employees, servants and agents, or their successors and assigns, with respect to the "*past implementation of the JBNQA by Canada*", nor to encourage or support any third party to institute any such new legal proceedings.

7.9 Release regarding Past Implementation

a) Subject to Sections 7.5 and 7.6 of this Chapter, the GCC(EI)/CRA give, with respect to "*past implementation of the JBNQA by Canada*", full, final and complete release to and forever discharge Canada, its Ministers, officers, directors, employees, servants and agents and their successors and assigns, from any and all actions, causes of action, claims and demands for damages, indemnity, costs, interest and loss or injury of whatever kind or nature howsoever arising, which the GCC(EI), the CRA, the Cree Nation, the Cree bands or the Crees now have, may have had or may hereafter have, in respect of "*past implementation of the JBNQA by Canada*", against Canada, its Ministers, officers, directors, employees, servants and agents, or their successors and assigns.

b) For greater certainty, the Parties acknowledge that the consideration for the resolution of the Wemindji Access Road issue and for the issue respecting the conversion of the electrical supply to the community of Waskaganish is to be provided under the proposed *Agreement Regarding Certain Community Specific Issues*, notwithstanding that the allegations respecting the Wemindji Access Road and the conversion of the electrical supply to the community of Waskaganish are part of *Coon Come #2* proceedings and Part B of *Coon Come #3* proceedings, which are resolved through the present Agreement.

7.10 Indemnification regarding Past Implementation

The GCC(EI)/CRA will indemnify and hold Canada harmless against any and all claims, demands, actions, damages, liabilities or costs to which Canada may become subject, under a Court judgment which has become final, in relation to the "*past implementation of the JBNQA by Canada*". For greater certainty, this section does not apply to the claims set out in the Superior Court case number 500-17-017876-031 ("*Mocreebec litigation*"), nor does it apply to any claims made by any non-Cree aboriginal group or non-Cree individual asserting any aboriginal, treaty or other rights in the Territory.

7.11 Responsibilities of Canada

a) Subject to paragraph 7.11 b) of this Chapter, Canada shall remain fully responsible and accountable to the GCC(EI), the CRA, the Cree Nation, the Cree bands and the Crees from the date of the coming into force of this Agreement for the delivery of the responsibilities of Canada and the discharge of all obligations that Canada has or may have under:

(i) the JBNQA, the Agreement-in-Principle of November 15, 1974 and any Complementary Agreement to the JBNQA;

(ii) the letters of undertaking and the other existing agreements referred to in paragraphs 640 to 726 of the Consolidated Statement of Claim of January 9, 2004 of the *Coon Come #3* proceedings and in paragraphs 2.1 to 19 of Schedule B of the C*oon Come #2* proceedings; and

(iii) any trust or fiduciary obligations of Canada, its Ministers, officers, directors, employees, servants and agents, or their successors and assigns, relating in any way to the *James Bay and Northern Quebec Native Claims Settlement Act*, the *Department of Indian Affairs and Northern Development Act* and the documents and instruments listed in sub-paragraphs a) (i) and (ii) of this Section.

b) Paragraph 7.11 a) of this Chapter does not apply for the Term of this Agreement to the Assumed Federal JBNQA Responsibilities referred to in Chapter 4 of this Agreement.

7.12 Assumed Federal JBNQA Responsibilities under Chapter 4

The CRA, and subsequently the Cree Nation Government, will be fully responsible and accountable to the GCC(EI), the Cree Nation, the Cree bands and the Crees for the delivery of the Assumed Federal JBNQA Responsibilities referred to in Chapter 4 of this Agreement for the period between the coming into force of this Agreement and the twentieth (20th) anniversary of that coming into force.

7.13 GCC(EI)/CRA's Undertaking respecting Assumed Federal JBNQA Responsibilities under Chapter 4

In relation to the period represented by the Term of this Agreement as defined in Section 2.9, the GCC(EI)/CRA undertake never to institute legal proceedings against Canada, its Ministers, officers, directors, employees, servants and agents, or their successors and assigns, with respect to any of the Assumed Federal JBNQA Responsibilities referred to in Chapter 4 of this Agreement, nor encourage or support any third party to institute any such legal proceedings.

7.14 Deemed Implementation of Assumed Federal JBNQA Responsibilities under Chapter 4

At the end of the Term of this Agreement, the Assumed Federal JBNQA Responsibilities referred to in Chapter 4 of this Agreement will be deemed to have been implemented by the CRA, and subsequently by the Cree Nation Government, for that Term, regardless of whether or not they were in fact so implemented. No recourse against Canada in relation to the implementation of the Assumed Federal JBNQA Responsibilities for the Term of this Agreement shall be allowed either during or after that Term.

7.15 GCC(EI)/CRA's Release of Canada regarding Assumed Federal JBNQA Responsibilities under Chapter 4

The GCC(EI)/CRA give full, final and complete release to, and forever discharge Canada, its Ministers, officers, directors, employees, servants and agents, and their successors and assigns, from any and all actions, causes of action, claims and demands for damages, indemnity, costs, interest and loss or injury of whatever kind or nature howsoever arising which the GCC(EI), the CRA, the Cree Nation, the Cree bands or the Crees now have, may have had or may hereafter have arising directly or indirectly from, or in any way related to, the assumption and delivery for the Term of this Agreement of the Assumed Federal JBNQA Responsibilities referred to in Chapter 4 of this Agreement by the CRA, and subsequently the Cree Nation Government.

7.16 Canada's Release of the CRA

a) Subject to Section 7.17 of this Chapter:

   (i) Canada gives full, final and complete release to and forever discharges the CRA, or as the case may be, the Cree Nation Government, and their elected representatives, officers, directors, employees, servants and agents, and their successors and assigns, from any and all actions, causes of action, claims and demands for damages, indemnity, costs, interest and loss or injury of whatever kind or nature howsoever arising which Canada may have, may have had or may hereafter have arising directly or indirectly from, or in any way related to, the assumption and delivery by the CRA, and subsequently by the Cree Nation Government, for the Term of this Agreement, of the Assumed Federal JBNQA Responsibilities referred to in Chapter 4 of this Agreement;

   (ii) for greater certainty, Canada shall have no claim of whatever kind or nature with respect to any payment made by Canada under Section 6.2 of this Agreement.

b) In addition, Canada shall have no claim of whatever kind or nature against the GCC(EI), the CRA, the Cree Nation, the Cree bands or the Crees in respect of any payments made to any of them by Canada, or program or service provided to any of them by Canada, prior to this Agreement and concerning "*past*

implementation of the JBNQA by Canada". This provision does not apply to loans made by Canada to any of the GCC(EI), the CRA, the Cree Nation, the Cree bands or the Crees and which are still outstanding at the time this Agreement comes into force.

7.17 Indemnification regarding Assumed Federal JBNQA Responsibilities under Chapter 4

The GCC(EI)/CRA will indemnify and hold Canada harmless against any and all claims, demands, actions, damages, liabilities or costs to which Canada may become subject, under a Court judgment which has become final, in relation to the assumption or delivery for the Term of this Agreement by the CRA, and subsequently the Cree Nation Government, of the Assumed Federal JBNQA Responsibilities referred to in Chapter 4 of this Agreement.

7.18 Release related to Places of Incarceration

The GCC(EI)/CRA give full, final and complete release to, and forever discharge Canada, its Ministers, officers, directors, employees, servants and agents, and their successors and assigns, from any and all actions, causes of action, claims and demands, for damages, indemnity, costs, interest and loss or injury of whatever kind or nature howsoever arising which the GCC(EI), the CRA, the Cree Nation, the Cree bands or the Crees now have, may have had or may hereafter have arising directly or indirectly from, or in any way related to, for the Term of this Agreement, paragraphs 18.0.26, 18.0.27 and 18.0.29 of the JBNQA as they relate to the establishment and operation of facilities for the imprisonment, committal or detention of Crees and the staffing of institutions, penitentiaries and places of detention.

7.19 GCC(EI)/CRA's Undertaking regarding Places of Incarceration

The GCC(EI)/CRA undertake never to institute any new legal proceedings against Canada, its Ministers, officers, directors, employees, servants and agents, or their successors and assigns, with respect to paragraphs 18.0.26, 18.0.27 and 18.0.29 of the JBNQA as they relate, for the Term of this Agreement, to the establishment and operation of facilities for the imprisonment, committal or detention of Crees and the staffing of institutions, penitentiaries and places of detention, nor to encourage or support any third party to institute any such new legal proceedings.

7.20 Indemnification regarding Places of Incarceration

The GCC(EI)/CRA will indemnify and hold Canada harmless against any and all claims, demands, actions, damages, liabilities or costs to which Canada may become subject, under a Court judgment which has become final, in relation to paragraphs 18.0.26, 18.0.27 and 18.0.29 of the JBNQA as they relate, for the Term of this Agreement, to the establishment and operation of facilities for the imprisonment, committal or detention of Crees and the staffing of institutions, penitentiaries and places of detention.

7.21 Crees' Release of Canada regarding Payments under Chapter 6

The GCC(EI)/CRA give full, final and complete release to, and forever discharge Canada, its Ministers, officers, directors, employees, servants and agents, and their successors and assigns, from any and all actions, causes of action, claims and demands, for damages, indemnity, costs, interest and loss or injury of whatever kind or nature howsoever arising which the GCC(EI), the CRA, the Cree Nation, the Cree bands or the Crees may have arising directly or indirectly from, or in any way related to the use, management, administration and investment of the Payments under Chapter 6 of this Agreement by the CRA or the Recipient of Payments.

7.22 Indemnification regarding Payments under Chapter 6

The GCC(EI)/CRA will indemnify and hold Canada harmless against any and all claims, demands, actions, damages, liabilities or costs to which Canada may become subject, under a Court judgment which has become final, in relation to the use, management, administration and investment of the Payments under Chapter 6 of this Agreement by the CRA or the Recipient of Payments.

7.23 GCC(EI)/CRA's Undertaking respecting Claims, Grievances and Other Matters Resolved under Sections 5.3 to 5.5

The GCC(EI)/CRA undertake never to institute legal proceedings against Canada, its Ministers, officers, directors, employees, servants and agents, or their successors and assigns, with respect to the claims, grievances and other matters resolved under Sections 5.3, 5.4 and 5.5 of this Agreement, nor encourage or support any third party to institute any such legal proceedings.

7.24 No Admission regarding the Claims, Grievances and Other Matters Referred to in Sections 5.3, 5.4, 5.5 and 5.7

The claims, grievances and other matters referred to in Sections 5.3, 5.4, 5.5 and 5.7 of this Agreement are resolved without any admission by any Party regarding such claims, grievances and other matters.

7.25 Release regarding Claims, Grievances and Other Matters Referred to in Sections 5.3 to 5.5

a) The GCC(EI)/CRA give full, final and complete release to and forever discharge Canada, its Ministers, officers, directors, employees, servants and agents, and their successors and assigns, from any and all actions, causes of action, claims and demands for damages, indemnity, costs, interest and loss or injury of whatever kind or nature howsoever arising, which the GCC(EI), the CRA, the Cree Nation, the Cree bands or the Crees now have, may have had or may hereafter have against Canada, its Ministers, officers, directors, employees, servants and agents, or their successors and assigns, with respect to the claims, grievances and other matters referred to in Sections 5.3, 5.4 and 5.5 of this Agreement.

b) Further, the Parties are not always in agreement as to which of those claims, grievances and other matters referred to in Sections 5.3, 5.4 and 5.5 of this Agreement fall within the ambit of "*past implementation of the JBNQA by Canada*", as described in Section 7.7 of this Chapter. However, the Parties agree that the claims, grievances and other matters referred to in Sections 5.3, 5.4 and 5.5 of this Agreement are encompassed by the release in Section 7.9 of this Agreement or in the release in paragraph 7.25 a) of this Agreement, or both.

7.26 Indemnification regarding Claims, Grievances and Other Matters Referred to in Sections 5.3 to 5.5

The GCC(EI)/CRA will indemnify and hold Canada harmless against any and all claims, demands, actions, damages, liabilities, or costs to which Canada may become subject, under a Court judgment which has become final, in relation to any of the claims, grievances and other matters referred to in Sections 5.3, 5.4 and 5.5 of this Agreement.

7.27 Release regarding Band Facilities contemplated in Section 5.7

The GCC(EI)/CRA give full, final and complete release to, and forever discharge Canada, its Ministers, officers, directors, employees, servants and agents, and their successors and assigns, from any and all actions, causes of action, claims and demands, for damages, indemnity, costs, interests and loss or injury of whatever kind or nature howsoever arising which the GCC(EI), the CRA, the Cree Nation, the Cree bands or the Crees may have or may hereafter have arising directly or indirectly from, or in any way related to, the Band Facilities contemplated in paragraphs 5.7 a), b) and c) of this Agreement.

7.28 Indemnification regarding Band Facilities contemplated in Section 5.7

The GCC(EI)/CRA will indemnify and hold Canada harmless against any and all claims, demands, actions, damages, liabilities or costs to which Canada may become subject, pursuant to a Court judgment which has become final, in relation to the Band Facilities contemplated in paragraphs 5.7 a), b) and c) of this Agreement.

7.29 Not an Agent

For greater certainty, the CRA, and subsequently the Cree Nation Government, shall not be an agent or mandatary of Canada or otherwise subject to the supervision, direction or control of Canada in respect of the Assumed Federal JBNQA Responsibilities under Chapter 4 of this Agreement or in respect of the claims, grievances or other matters referred to in Sections 5.3, 5.4 and 5.5 of this Agreement.

7.30 Residential Schools Claims

The provisions of this Agreement shall in no way affect the rights or interests of any Crees with respect to residential schools claims, including any settlement or proceedings related thereto.

7.31 Application of Indemnity Provisions

a) Canada represents and warrants that it is not aware as of the coming into force of this Agreement of any judicial proceeding that may give rise to a claim for indemnity from the GCC(EI)/CRA under Sections 7.10, 7.17, 7.20, 7.22, 7.26 or 7.28 of this Agreement.

b) If, after the coming into force of this Agreement, Canada becomes subject to a claim, demand, action or proceeding that may give rise to a claim for the GCC(EI)/CRA to provide an indemnity payment to Canada under Sections 7.10, 7.17, 7.20, 7.22, 7.26 or 7.28 of this Agreement, it is a condition precedent for the application of such an indemnity provision that Canada:

   (i) notify, in writing, the CRA or, as the case may be, the Cree Nation Government, within a reasonable delay from the receipt by Canada of any such claim, demand, action or proceeding;

   (ii) diligently defend the claim, demand, action or proceeding and pursue any appeal or judicial review in relation thereto unless the CRA or, as the case may be, the Cree Nation Government, agrees otherwise;

   (iii) not settle or compromise the claim, demand, action or proceeding nor make any admission in relation thereto except with the consent of the CRA or, as the case may be, the Cree Nation Government;

   (iv) give the opportunity to the CRA or, as the case may be, the Cree Nation Government, to participate on a timely basis in the defense and the contestation of any such claim, demand, action or proceeding, including any appeal;

   (v) for greater certainty, the Parties reserve their rights to raise any argument of fact or law and use any procedural or other legal means in order to diligently defend or deal with any such claim, demand, action or proceeding.

c) The total amount of indemnifications under Sections 7.10, 7.17, 7.20, 7.22, 7.26 and 7.28 of this Agreement cannot exceed the amounts provided by Canada under Chapter 6 of this Agreement.

Chapter 8 CREE–CANADA STANDING LIAISON COMMITTEE

8.1 Creation of Standing Liaison Committee

The Parties hereby create a Cree – Canada Standing Liaison Committee, to be made up of representatives designated, as set out herein, by Canada and by the CRA, and subsequently the Cree Nation Government.

8.2 Federal Representatives

The federal delegation to the Cree – Canada Standing Liaison Committee will comprise:

a) the Lead Federal Representative at an Assistant Deputy Minister level designated by the Minister; and

b) other representatives from DIAND and other federal departments or agencies who may participate from time to time, as determined by the Lead Federal Representative, to address any matters relevant to their respective departments.

8.3 Cree Representatives

The Cree delegation to the Cree – Canada Standing Liaison Committee will comprise:

a) the Lead Representative of the Cree Nation, designated by the CRA, and subsequently by the Cree Nation Government; and

b) other representatives from the CRA, and subsequently from the Cree Nation Government, who may participate from time to time, as determined by the Lead Representative of the Cree Nation.

8.4 Authorization of Representatives

The Parties shall make best efforts so that the federal and Cree representatives at any particular meeting of the Cree – Canada Standing Liaison Committee shall, having regard to the proposed agenda, have sufficient authority to reach a resolution of the matters on the agenda or have ready access to such authority.

8.5 Meetings

a) The Cree – Canada Standing Liaison Committee will meet regularly, but the minimum number of meetings of the Committee in any given Financial Year shall not be less than two (2).

b) The first meeting of the Cree – Canada Standing Liaison Committee must take place within four (4) months from the date of coming into force of this Agreement. At that first meeting, the Committee must review draft rules and procedures for the meetings.

8.6 Mandate

The Cree – Canada Standing Liaison Committee will have the following mandate:

a) to act as a forum of exchange and coordination between the Cree Nation and Canada in order to strengthen relations between them;

b) to ensure the harmonious implementation of this Agreement and of the JBNQA;

c) to act as a forum between the Cree Nation and Canada in order to strive for mutually acceptable solutions to:

(i) any dispute arising out of the interpretation or implementation of this Agreement, or any other agreement as the parties to such agreement may agree in writing to be subject to this forum;

(ii) any dispute involving Canada and arising out of the interpretation or implementation of the JBNQA; and

(iii) any other matter which the Lead Federal Representative to the Committee and the Lead Representative of the Cree Nation to the Committee agree should be referred to the Committee.

8.7 Timing

Before referring matters to the Cree – Canada Standing Liaison Committee, the CRA, and subsequently the Cree Nation Government, and Canada shall make best efforts to resolve the dispute through cooperation and consultation between their appropriate line officers. If those officers are unable to resolve the dispute through such cooperation and consultation, the dispute may be referred by either the CRA, and subsequently the Cree Nation Government, or Canada to the Cree – Canada Standing Liaison Committee.

8.8 Implementation

The Cree – Canada Standing Liaison Committee members will attempt in good faith to find appropriate and mutually acceptable solutions with regard to any subject raised with the Committee and they will strive in good faith to ensure the implementation of such solutions by the GCC(EI)/CRA, and subsequently the Cree Nation Government, and Canada.

8.9 Expenses

Each Party will be responsible for its expenses related to the cooperation and consultation process described in Section 8.7 of this Chapter or to the participation of its representatives in the Cree – Canada Standing Liaison Committee.

8.10 Coordination with Québec

The CRA, and subsequently the Cree Nation Government, and Canada will seek annually to have one (1) of the meetings of the Cree – Canada Standing Liaison Committee as a joint meeting with the Québec – Cree Standing Liaison Committee created under the Agreement Concerning a New Relationship (known as the "Paix des Braves") entered into between the Crees of Québec and Le Gouvernement du Québec in 2002 in order to discuss matters that may affect Canada, Québec and the Cree Nation.

Chapter 9 DISPUTE RESOLUTION PROCESS

9.1 General

The Parties agree to make every attempt through cooperation and consultation to arrive at a mutually satisfactory resolution of disputes regarding the interpretation and implementation of this Agreement or the JBNQA. To this end, the Parties shall apply the dispute resolution processes established under Chapter 8 and the present Chapter of this Agreement to resolve such disputes prior to initiating proceedings before courts, boards, commissions or other tribunals in regard thereto.

9.2 Preservation of Prescription Periods and Interim/Interlocutory Relief

Notwithstanding Section 9.1 of this Chapter, nothing in this Chapter prevents either Party from commencing judicial proceedings at any time:

a) to avoid the expiration of a limitation period or to suspend a limitation period; or

b to obtain interlocutory or interim relief that is otherwise available pending treatment of the dispute under Chapter 8 or the present Chapter of this Agreement.

9.3 Authorized Parties

The only parties authorized to bring disputes for resolution under the present dispute resolution process are Canada and the GCC(EI) or the CRA, and subsequently the Cree Nation Government (individually an "Authorized Party" or collectively the "Authorized Parties").

9.4 Matters that may be Referred to Mediation

Subsequent to unresolved discussions at the Cree – Canada Standing Liaison Committee, an Authorized Party or the Authorized Parties acting jointly may refer any of the following matters to mediation under Sections 9.7 to 9.10 of this Chapter:

a) any dispute arising out of the interpretation or implementation of this Agreement or any other agreement as the parties to such agreement may agree in writing to be subject to this Chapter;

b) any dispute involving Canada and arising out of the interpretation or implementation of the JBNQA; and

c) any other matter which the Authorized Parties agree should be referred to mediation.

9.5 Timing of Mediation

If the Cree – Canada Standing Liaison Committee, established under Chapter 8 of this Agreement, does not address a dispute within ninety (90) days of its being referred to that Committee pursuant to Section 8.7 of this Agreement or, if the dispute so referred is addressed by the Committee within that time but is not resolved by that Committee within ninety (90) days of its being referred, or within such extended period as the Authorized Parties may agree in writing, either of the Authorized Parties or both shall initiate mediation.

9.6 Authorization of Representatives in Mediation

The Authorized Parties shall make best efforts to name representatives for purposes of mediation of a dispute who have sufficient authority to reach a resolution, or who have ready access to such authority.

9.7 Mediation Notice

a) An Authorized Party will initiate mediation in writing by sending to the other Authorized Party a Mediation Notice which shall include:

(i) the subject of the dispute;

(ii) the issue or issues requiring resolution;

(iii) a summary of the facts; and

(iv) the name(s) of its representative(s).

b) Within thirty (30) days of the receipt of a Mediation Notice, the receiving Authorized Party shall identify in writing to the other Authorized Party the name(s) of its representative(s).

c) If both Authorized Parties initiate mediation jointly, the Authorized Parties will confirm in writing the initiation of mediation, including:

(i) the subject of the dispute;

(ii) the issue or issues requiring resolution;

(iii) a summary of the facts; and

(iv) the name(s) of their respective representative(s).

This written confirmation (herein "Written Confirmation of Mediation") will be deemed to be a Mediation Notice.

9.8 Selection or Appointment of Mediator

a) The Authorized Parties agree to select individuals to act as mediators who are impartial, independent and free from conflict of interest relative to the matter in issue and have knowledge or experience to act in the appointed capacity.

b) The following process applies to the appointment of a mediator:

(i) the Authorized Parties shall attempt to agree on a mediator within thirty (30) days of receipt of the Mediation Notice or the Written Confirmation of Mediation;

(ii) where the Authorized Parties do not agree upon a mediator, either of the Authorized Parties, or the Authorized Parties jointly, may apply to the Québec Superior Court for the appointment of a mediator.

9.9 Mediation Process

a) Once a mediator is selected by the Authorized Parties or appointed by the Québec Superior Court, as the case may be, the mediation shall commence within twenty (20) days, unless the Authorized Parties agree otherwise, and the Authorized Parties shall participate thereafter in good faith in the mediation process.

b) The mediation shall conclude when a resolution of the issue in dispute is reached or when an Authorized Party, the two Authorized Parties jointly, or the mediator delivers to the other mediation participant(s) a written statement that, in the opinion of the participant(s) making the statement, no resolution is likely to be reached through mediation.

c) Any agreement reached through mediation will be:

(i) recorded in writing;

(ii) signed by representatives of the Authorized Parties;

(iii) delivered to all participants in the mediation; and

(iv) binding only on the participants who have signed the agreement.

d) The mediator shall not issue a report or make any written recommendations.

9.10 Confidentiality of Mediation

a) The disclosure of information by an Authorized Party in the course of any mediation under this Chapter is not a waiver of any privilege by that Authorized Party for purposes of any legal proceedings.

b) Unless the Authorized Parties otherwise agree and subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, the *Privacy Act*, R.S.C. 1985, c. P-21, the *Library and Archives of Canada Act*, S.C. 2004, c. 11, and any other applicable law, information disclosed in mediation and not otherwise publicly available shall be kept confidential by all participants, including the mediator.

c) All communications at a mediation session and the mediator's notes and records shall be deemed to be without prejudice settlement discussions and are not admissible as evidence in any arbitration under Section 9.12 of this Chapter or in any legal proceedings before any courts, boards, commissions or other tribunals.

d) Evidence that is independently admissible or discoverable in any legal proceedings before any courts, boards, commissions or other tribunals, including any arbitration under Section 9.12 of this Chapter, shall not be rendered inadmissible or non-discoverable by virtue of its use during the mediation.

e) The Authorized Parties agree not to call or compel the mediator to give evidence in any proceedings referenced in paragraph d) of this Section subsequent to the mediation.

9.11 Referral to Arbitration

a) If the dispute is not resolved through mediation, an Authorized Party may, within forty-five (45) days of the unsuccessful conclusion of mediation, and with the written consent of the other Authorized Party, refer the dispute to arbitration as set out in Section 9.12 of this Chapter.

b) Notwithstanding paragraph 9.11 a) of this Chapter, no dispute in relation to Chapters 3 or 6 of this Agreement or in relation to any financial transfer from Canada under the JBNQA, the CNQA or under this Agreement and, in particular, concerning the establishment of funding amounts may be referred to arbitration.

9.12 Arbitration

a) The provisions of the *Code of Civil Procedure of Québec* ("CCP") shall apply to an arbitration carried out pursuant to this Chapter unless varied herein.

b) Notwithstanding the CCP, the following applies:

(i) the Authorized Parties may agree to select a single arbitrator as opposed to a panel of three (3) arbitrators as provided in the CCP;

(ii) the Authorized Parties agree to select individuals to act as arbitrators who are impartial, independent and free from conflict of interest relative to the matter in issue and have knowledge or experience to act in the appointed capacity;

(iii) the Authorized Parties may agree to ask the mediator selected or appointed under Section 9.8 to act as an arbitrator or as the single arbitrator;

(iv) the language of arbitration shall be English or French, at the choice of the Cree Authorized Party;

(v) the seat of arbitration will be in Montreal, Québec unless otherwise agreed by the Authorized Parties;

(vi) the proceedings before the arbitrator(s) shall be held in private, unless otherwise agreed by the Authorized Parties;

(vii) the arbitrator(s) shall render a written decision within thirty (30) days of the end of hearings on the matter, unless the Authorized Parties agree in writing to extend such delay;

(viii) the arbitrator(s) may make cost orders, at his or her or their discretion; and

(ix) a decision of the arbitrator(s) shall be conclusive and binding on the parties to the dispute and shall not be challenged by appeal or judicial review application in any court, except on the grounds of procedural error or that the arbitrator(s) erred in law or exceeded his or her or their jurisdiction.

c) The arbitrator(s) may, only prior to the start of any arbitration, allow any person who is not an Authorized Party, on application by one of the Authorized Parties and on such terms as the arbitrator(s) may order, to participate as an intervener in the arbitration if the interests of that person are directly and distinctly affected by the issue before the arbitrator(s) and if that person consents in writing to be bound by the arbitration decision.

d) Nothing in this Section shall be construed so as to expend the powers of arbitrators at law with respect to non-procedural matters and, for greater certainty, the arbitrator(s) to a dispute brought under this Section may not question the validity of, amend, delete or declare invalid or inoperative any provision of the JBNQA, of this Agreement, of any agreement provided for in this Agreement, or of any legislation giving effect to, or implementing, any of these agreements.

9.13 Confidentiality of Arbitration

a) An arbitration conducted pursuant to a referral under Section 9.11 of this Agreement shall be held in private and only the counsel or legal agent, instructing officials, experts and witnesses of the parties to the arbitration are entitled to be present unless the parties to the arbitration otherwise agree.

b) Subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, the *Privacy Act*, R.S.C. 1985, c. P-21, the *Library and Archives of Canada Act*, S.C. 2004, c. 11, and any other applicable law, information disclosed in arbitration and not otherwise publicly available shall be kept confidential by all participants in the arbitration, including the arbitrator(s) unless:

(i) the Authorized Parties otherwise agree; and

(ii) in respect of information provided by any intervener, if that intervener has also agreed to the disclosure.

c) Evidence that is independently admissible or discoverable in any legal proceedings before any courts, boards, commissions or other tribunals shall not be rendered inadmissible or non-discoverable by virtue of its use during the arbitration.

9.14 Expenses of Mediation and Arbitration

a) The Authorized Parties and, in the case of arbitration, any intervener(s) allowed by the arbitrator(s) pursuant to paragraph 9.12 c) of this Chapter, shall each be responsible for the costs of their own legal counsel, expert reports and travel respecting any of the dispute resolution processes in this Chapter.

b) Fees and expenses of the mediator or arbitrator(s) and all administrative costs of the mediation or arbitration processes, such as the cost of meeting rooms and the costs of communication, if any, shall be borne equally by the Authorized Parties and any intervener(s) allowed by the arbitrator(s) pursuant to paragraph 9.12 c) of this Chapter, unless otherwise agreed by all of these parties.

c) Paragraphs 9.14 a) and b) of this Section do not apply in any arbitration under this Chapter where the arbitrator(s) make(s) a cost award that covers these items.

9.15 Written Agreement respecting Intervener(s) in Arbitration

The requirements in paragraph 9.12 c) and Sections 9.13 and 9.14 of this Chapter respecting written confirmation from intervener(s) on their being bound by the decision in the arbitration that they have been allowed to join, on their adherence to the confidentiality provisions of this Chapter, and on expenses of arbitration, shall be confirmed by way of a written agreement satisfactory to the Authorized Parties, which shall be signed by the intervener(s) and the Authorized Parties, and a copy shall be submitted to the arbitrator(s).

Chapter 10 FINAL PROVISIONS

10.1 Deemed Delegation under Paragraph 11A.0.6 of the JBNQA

Where Canada has, under this Agreement, delegated to the CRA the power to coordinate and administer a program, it is deemed to have been delegated by the Cree bands pursuant to 11A.0.6 of the JBNQA.

10.2 Complementary Agreement on Section 22 of the JBNQA

The CRA and Canada, subject to the consent of Québec, undertake to execute a tripartite Complementary Agreement to the JBNQA to replace sub-paragraph 22.1.1 iii) of the JBNQA to provide that, in the case of proposed development in Category I, the Administrator responsible for the protection of the environment is designated by the Cree Native Party. Such Complementary Agreement, negotiated between the CRA and Canada, as well as Québec, will be signed prior to or contemporaneously with this Agreement.

10.3 Complementary Agreement on Cree Police

The CRA and Canada, subject to the consent of Québec, undertake to execute a tripartite Complementary Agreement to the JBNQA which will replace Section 19 of the JBNQA with a new section that will, among other things, replace the concepts of "Cree Units of the Québec Police Force" and "Cree Local Community Police Force" as currently provided for in sub-sections 19.1 and 19.2 of the JBNQA by a new concept of "Cree Regional Police Force". Such Complementary Agreement, negotiated between the CRA and Canada, as well as Québec, will be signed prior to or contemporaneously with this Agreement.

10.4 Effects on Individuals from Contaminants

The provisions of this Agreement, including its Chapter 7, shall in no way affect the rights and recourses of Crees in respect of physical or psychological harm and resulting damages attributable to contaminants or the discharge of pollutants arising from the development of the Territory contemplated by the JBNQA.

10.5 Approval by Canada

This Agreement will be submitted to Cabinet for approval before it is submitted to the Crees for ratification.

10.6 Approval by Crees

This Agreement will be submitted to a referendum organized by the GCC(EI) and the CRA prior to the coming into force of this Agreement, which referendum shall be conducted in accordance with the Procedures agreed to by the Parties and found at Schedule A to this Agreement. This Agreement will be approved in that referendum if more than fifty percent (50%) of those who vote in that referendum vote in favour of ratifying this Agreement, and those voting in favour represent at least twenty-five percent (25%) plus one (1) of all Crees who are aged 18 years or more at the time the referendum is held. Canada will provide funding to the GCC(EI) and the CRA by means of an advance in order to carry out the referendum in accordance with the process agreed to by the Parties. In the event the Agreement is approved in a referendum and subsequently it comes into force, Canada will deduct the amount of the advance from the amount of the first payment referred to in paragraph 6.2 a) of this Agreement. In the event the Agreement is not approved in the referendum, Canada will not seek reimbursement of this advance.

10.7 Consent of Cree Bands

Each Cree band, acting through its representative duly authorized by appropriate Council Resolution, acknowledges by the execution of the Concurrence, attached to this Agreement, that it is represented by the GCC(EI) and the CRA in the making of this Agreement and that it is bound by the terms of this Agreement.

10.8 Coming into Force

This Agreement will come into force upon the completion of all of the following:

a) Cabinet authorizes the Minister to execute this Agreement;

b) the Board of the GCC(EI) authorizes the Grand Chief and Deputy Grand Chief to execute this Agreement;

c) the Council of the CRA authorizes the Chairman and Vice-Chairman to execute this Agreement;

d) each Cree band adopts a Council resolution in conformity with Section 10.7 of this Agreement;

e) this Agreement is approved by the Crees in accordance with Section 10.6 of this Agreement;

f) there has been an appropriation by Parliament for the First Payment referred to in paragraph 6.2 a) of this Agreement;

g) each Cree band executes the Concurrence attached to this Agreement in accordance with Section 10.7 of this Agreement; and

h) each of the Parties executes in fact this Agreement.

10.9 Notices

Any notices to be given pursuant to this Agreement shall be delivered personally or by courier, transmitted by fax, transmitted by e-mail or mailed by pre-paid registered mail. Notice will be considered to have been given, made or delivered and received:

a) if delivered personally or by courier, at the start of business on the next business day after the business day on which it was received by the addressee or a responsible representative of the addressee;

b) if transmitted by fax or e-mail and the sender receives confirmation of the transmission, at the start of business on the business day next following the day on which it was transmitted; or

c) if mailed by pre-paid registered post in Canada, when the postal receipt is acknowledged by the addressee.

For Canada:

The Minister of Indian Affairs and Northern Development
10 Wellington Street
Gatineau (QC) K1A 0H4
Fax: (819) 953-3711
E-mail:

And a copy to:

Director General, Implementation Branch
10 Wellington Street
Gatineau, (QC) KIA OH4
Fax: (819) 953-4366
E-mail:

For the GCC(EI) and the CRA:

The Grand Chief of the Cree Nation
2 Lakeshore Road
Nemaska, James Bay (QC) J0Y 3B0
Fax: (819) 673-2606
E-mail:

And a copy to:

The Executive Director
Grand Council of the Crees (Eeyou Istchee)
Embassy of the Cree Nation
81 Metcalfe Street, Suite 900
Ottawa (ON) K1P 6K7
Fax: (613) 761-1388
e-mail:

d) The GCC(EI) and the CRA, and subsequently the Cree Nation Government, and Canada may agree to give, make or deliver a communication by means other than those provided in this Section. A Party may change its address, fax number or e-mail address by giving a notice of the change to the other Parties.

10.10 Amendments

This Agreement may be amended from time to time with the consent of the GCC(EI)/CRA, and subsequently the Cree Nation Government, and Canada.

10.11 Delays

Any delays beyond the dates fixed in this Agreement for the carrying out of the provisions of this Agreement may be extended by mutual consent of the GCC(EI)/CRA, and subsequently the Cree Nation Government, and Canada.

10.12 Supersession

The Parties hereto acknowledge that this Agreement shall supersede and cancel the Statement of the Intentions of the Parties dated August 24, 2004 and the Outline for an Agreement dated June 30, 2005, and any other agreements entered into between the Cree Negotiator and the Federal Negotiator preceding this Agreement.

10.13 Successor Agreement

a) Not later than two (2) years before the end of the Term of this Agreement, the GCC(EI)/CRA or the Cree Nation Government, as the case may be, and Canada shall meet in order to negotiate a successor agreement to this Agreement;

b) These negotiations will focus principally on:

   (i) extending beyond the Term of this Agreement the assumption by the CRA or, as the case may be, the Cree Nation Government, of the Assumed Federal JBNQA Responsibilities;

   (ii) determining the funding required from Canada for such purposes during the term of the successor agreement; and

   (iii) determining the funding which may be required from the Crees for such purposes during the term of the successor agreement where contribution by the Crees is specifically contemplated under a provision of the JBNQA concerning the Assumed Federal JBNQA Responsibilities.

c) In determining funding levels, in relation to the Assumed Federal JBNQA Responsibilities for the term of the successor agreement, the Parties agree to take into account the following indicators:

(i) the capital facilities, operations and maintenance, and programs actually provided by or through the CRA or, as the case may be, the Cree Nation Government or the Cree bands, during the Term of this Agreement;

(ii) the nature and extent of the responsibilities set out under the provisions of JBNQA related to the Assumed Federal JBNQA Responsibilities;

(iii) the evolution of the socio-economic conditions of the Crees, of the Cree Nation and of the Cree bands during the Term of this Agreement and the projected evolution of these socio-economic conditions during the term of any successor agreement;

(iv) the evolution of the demography of the Crees during the Term of this Agreement and the projected evolution of such demography during the term of any successor agreement;

(v) any other indicator that the Parties may agree to take into account.

d) If no successor agreement is reached by the end of the Term of this Agreement, and unless otherwise agreed to by Canada and the CRA or, as the case may be, the Cree Nation Government, Canada shall, as of the date of the expiry of the Term of this Agreement, reassume all the Assumed Federal JBNQA Responsibilities referred to in Chapter 4 of this Agreement. The Parties agree that in such event, the indicators listed in sub-paragraphs 10.13 c)(i) to (iv) will be used in determining funding levels for the fulfilment of the Assumed Federal JBNQA Responsibilities referred to in Chapter 4 of this Agreement.

10.14 Band Facilities after the Term

a) Not later than two (2) years before the end of the Term of this Agreement, the GCC(EI)/CRA, or the Cree Nation Government, as the case may be, and Canada shall meet to review the Band Facilities that were constructed, replaced, expanded or funded by the CRA or Cree Nation Government, as the case may be, during the Term of this Agreement to negotiate the funding needs with respect to capital costs, operations and maintenance (including insurance) and all other costs for Band Facilities beyond the Term. In those negotiations, the Parties agree to take into account the indicators, as applicable, described in paragraph 10.13 c) of this Agreement.

b) If no agreement regarding Band Facilities is reached by the end of the Term of this Agreement, and unless otherwise agreed to by Canada and the CRA or, as the case may be, the Cree Nation Government, Canada shall, as of the date of the expiry of the Term of this Agreement, review the Band Facilities that were constructed, replaced, expanded or funded by the CRA or by the Cree Nation Government, as the case may be, during the Term of this Agreement to ascertain the required level of funding to be provided by Canada with respect to capital costs, operation and maintenance (including insurance) and all other costs for Band Facilities beyond the Term. The Parties agree that in such event, the indicators described in paragraph 10.13 c) of this Agreement, as applicable, will be used in determining such funding levels.

SIGNATURES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SIGNED at _____ this _____day of _____ 2007.

The GOVERNMENT OF CANADA

By: Jim Prentice
Minister of Indian Affairs and Northern Development

The GRAND COUNCIL OF THE CREES (EEYOU ISTCHEE)

- and -

The CREE REGIONAL AUTHORITY

By: Matthew Mukash
Grand Chief and Chairman

By: Ashley Iserhoff
Deputy Grand-Chief and Vice Chairman

CONCURRENCE

Each Cree Band hereby acknowledges that it is bound by the terms of this Agreement and it is represented by the GCC(EI) and CRA in the making of this Agreement.

The CREE NATION OF CHISASIBI

By:
Authorized representative

The WHAPMAGOOSTUI FIRST NATION

By:
Authorized representative

The CREE NATION OF WEMINDJI

By:
Authorized representative

The EASTMAIN BAND

By:
Authorized representative

THE CREES OF THE WASKAGANISH FIRST NATION

By:
Authorized representative

The CREE NATION OF NEMASKA

By:
Authorized representative

The WASWANIPI BAND

By:
Authorized representative

The CREE NATION OF MISTISSINI

By:
Authorized representative

The OUJÉ-BOUGOUMOU EENUCH ASSOCIATION

By:
Authorized representative

Schedule A

PROCEDURES RESPECTING THE REFERENDUM FOR APPROVING THE AGREEMENT CONCERNING A NEW RELATIONSHIP BETWEEN THE GOVERNMENT OF CANADA AND THE CREE OF EEYOU ISTCHEE

1) DEFINITIONS

In this schedule:

"AGREEMENT": means the Agreement concerning a New Relationship between the Government of Canada and the Cree of Eeyou Istchee.

"CHIEF REFERENDUM OFFICER": means an individual appointed by the Referendum Committee under Section 3 of these Procedures.

"ELIGIBLE VOTER": means an individual who is eligible to vote in the Referendum pursuant to Section 4 of these Procedures.

"PROCEDURES": means the present procedures for approving the Agreement, as well as the rules developed and adopted by the Referendum Committee.

"REFERENDUM": means the referendum pursuant to Section 10.6 of the Agreement.

"REFERENDUM COMMITTEE": means the committee established under Section 3 of these Procedures.

"REFERENDUM PROCESS": means the process defined at Section 2 of these Procedures.

2) REFERENDUM PROCESS

A Referendum Process is hereby established pursuant to Section 10.6 of the Agreement.

The Referendum Process includes, but is not limited to the appointment of a Referendum Committee, the conduct of the Referendum, the vote counting and the review of vote results if necessary.

3) REFERENDUM COMMITTEE

Upon completion of the authorizations contemplated by paragraphs 10.8 a) to c) of the Agreement, a Referendum Committee shall be established for the duration of the Referendum Process to supervise and conduct the Referendum among Eligible Voters.

The Referendum Committee shall consist of four (4) members:

- Two (2) members appointed by the Chief Cree Negotiator;
- Two (2) members appointed by the Chief Federal Negotiator.

The Referendum Committee shall adopt any rules and take all necessary measures regarding the conduct of a fair, inclusive, transparent, open and democratic Referendum. Without limiting the generality of the foregoing, the Referendum Committee shall:

- Adopt the rules for the holding of the Referendum, including the Referendum period, the Referendum polling period, ballot and ballot-box requirements, the polling station voting procedures, the mail-in ballot procedures and the roving polls procedures, and the process for conducting any review of Referendum vote results under Section 8 of these Procedures;
- Set qualifications for and appoint a Chief Referendum Officer and determine the disqualification criteria for the personnel to be hired for the holding of the Referendum;
- Determine the mandate of the Chief Referendum Officer and, where appropriate, of any personnel hired for the holding of the Referendum.

In the event of a deadlock at the Referendum Committee on any rules or necessary measures regarding the conduct of the Referendum, the matter shall be referred for resolution to the Chief Cree Negotiator and the Chief Federal Negotiator.

Rules adopted by the Referendum Committee shall be read together with these Procedures and, in case of inconsistency or conflict between these Procedures and the Rules adopted by the Referendum Committee, these Procedures shall prevail to the extent of the inconsistency or conflict.

4) ELIGIBLE VOTERS

For the purpose of the Referendum, to be an Eligible Voter, an individual must meet all of the following conditions:

- The name of the individual must appear on the Register of Cree beneficiaries maintained by Quebec pursuant to Sub-section 3.5 of the JBNQA;
- The individual must be at least 18 years of age on the last day determined by the Referendum Committee on which voting can take place in the Referendum.

The Referendum Committee shall establish a timetable for the Chief Referendum Officer to obtain a copy of the Register of Cree beneficiaries maintained by Quebec pursuant to Sub-section 3.5 of the JBNQA and to develop based thereon a list of all Eligible Voters, which shall include the names of all Cree beneficiaries who are 18 years of age or older on the last day determined by the Referendum Committee on which voting can take place in the Referendum. The Referendum Committee shall establish rules requiring the Chief Referendum Officer to post the list of Eligible Voters, which shall include a requirement to provide information on how and on what basis an individual may apply to have names added to or removed from the Register of Cree beneficiaries maintained by Quebec pursuant to Sub-section 3.5 of the JBNQA.

5) NOTICE OF REFERENDUM AND INFORMATION

The Referendum Committee shall take all reasonable steps necessary to ensure that all Eligible Voters have a reasonable opportunity to review the Agreement. The Referendum Committee shall develop and publish a Notice of Referendum and shall ensure that an information package on the Agreement and on the Referendum process is available. Particular attention shall be given to the need for information meetings in the Cree communities and the distribution of relevant materials to Eligible Voters, including at a minimum copies of or access to the Agreement text itself and of a summary thereof, which summary shall be available in the English, French and Cree languages.

Nothing in these Procedures shall prevent the GCC(EI) from developing and distributing any other documents, or from making any representation, concerning all or any aspects of the Agreement.

6) VOTE

A vote by secret ballot shall be held among all Eligible Voters on the Referendum question defined as follows:

Do you approve the proposed Agreement concerning a New Relationship between the Government of Canada and the Cree of Eeyou Istchee?

Yes ( )

No ( )

The Referendum question shall be printed in Cree, English and French on the Referendum ballot.

7) CONDUCT OF THE VOTE

The Referendum Committee shall establish rules for the conduct of the vote, as well as for the tabulation of all ballots and for the announcement of the results of the Referendum vote.

The Referendum Committee shall provide for the possibility of voting at fixed polling stations, by mail (mail-in ballot) and by means of roving polls. Rules for the publicity and the conduct of votes at fixed polling stations, by mail-in ballots and at roving polls shall be adopted by the Referendum Committee.

The Referendum Committee shall ensure that the Referendum ballots are retained and shall document the principal events and decisions related to the Referendum, and shall make such documentation available to the GCC(EI) and to the Minister of Indian Affairs and Northern Development upon request of either one. Within six (6) months of the Referendum, the Referendum Committee shall ensure the transfer of all such documentation to the Library and Archives of Canada. The documentation shall not be disposed of, in whole or in part, without the prior written approval of both the GCC(EI) and of the Minister of Indian Affairs and Northern Development.

8) REVIEW OF VOTE RESULTS

Upon written application by at least fifteen (15) Eligible Voters no later than five (5) days after the public announcement of the Referendum vote results, the Referendum Committee may decide to hold a recount where the Referendum Committee believes that such a recount would be appropriate having regard to all the circumstances and particularly having regard to the fact of whether or not a recount could lead to a substantial modification of the results of the Referendum. The Referendum Committee may also decide to hold a recount at any time prior to this five (5) day delay, even in the absence of a written application from Eligible Voters, if the Referendum Committee deems it appropriate.

Fifteen (15) Eligible Voters or more may request a review of the Referendum by the Referendum Committee by forwarding a written and signed request to the Chief Referendum Officer by registered mail addressed to him or her at the address indicated on the Notice of Referendum within fifteen (15) days after the public announcement of the Referendum results, accompanied by a declaration, containing the grounds for requesting the review and other relevant information. The Referendum Committee may rule on the request in accordance with the criteria and authorities set out herein. The Chief Referendum Officer or any other person designated by the Referendum Committee may investigate allegations at the request of the Referendum Committee where the Committee deems this appropriate, and report his or her findings to the Referendum Committee as soon as possible or in the timeframe set for these purposes by the Committee.

Where the Referendum Committee is of the opinion that there was a substantial violation of the Procedures that may have substantially affected the result of the Referendum vote; or where it is of the opinion that there was generalized corruption in connection with the holding of the Referendum which may have substantially affected the results of the Referendum vote, the Referendum Committee may issue a written report to the GCC(EI and to the Minister of Indian Affairs and Northern Development questioning the validity

of the Referendum and recommending appropriate corrective measures, including the holding of a new Referendum.

In the event the Referendum Committee cannot reach a conclusion regarding either a recount or whether there was a substantial violation of the Procedures or generalized corruption which may have substantially affected the results of the Referendum vote as mentioned above, the Referendum Committee shall appoint a neutral person to make such determination. In the event the Referendum Committee cannot decide on such person within a delay of ten (10) days from the first request by a member of the Referendum Committee to appoint such a neutral person, the Referendum Committee shall refer the matter to the Québec Superior Court.