

AGREEMENT-IN-PRINCIPLE OF GENERAL NATURE

between

THE FIRST NATIONS OF MAMUITUN AND NUTASHKUAN

and

THE GOVERNMENT OF QUEBEC

and

THE GOVERNMENT OF CANADA

AGREEMENT-IN-PRINCIPLE OF GENERAL NATURE

BETWEEN

Council,

The **First Nation of Betsiamites**, represented by its Chief,
Mr. Raphaël Picard, duly mandated for this purpose by his

The **First Nation of Essipit**, represented by its Chief,
Mr. Denis Ross, duly mandated for this purpose by his Council,

The **First Nation of Mashteuiatsh**, represented by its Chief,
Mr. Gilbert Dominique, duly mandated for this purpose by his
Council,

The **First Nation of Nutashkuan**, represented by its Chief,
Mr. Richard Malec, duly mandated for this purpose by his Council,

Hereinafter collectively referred to as the « First Nations »;

AND

The **Government of Québec**, represented by Mr. Benoît Pelletier, Ministre
délégué aux Affaires intergouvernementales canadiennes et aux Affaires
autochtones, authorized for this purpose by Order-in-Council,

Hereinafter referred to as « Quebec »;

AND

The **Government of Canada**, represented by Mr. Andy Mitchell, Minister
of Indian Affairs and Northern Development, duly authorized for this
purpose,

Hereinafter referred to as « Canada ».

Signed at _____, on _____ 2004

Mr. Gilbert Dominique
Chief
First Nation of Mashteuiatsh

Mr. Raphaël Picard
Chief
First Nation of Betsiamites

Mr. Denis Ross
Chief
First Nation of Essipit

Mr. Richard Malec
Chief
First Nation of Nutashkuan

Mr. Benoît Pelletier
Minister for Canadian Intergovernmental Affairs and
Native Affairs
Government of Québec

Mr. Andy Mitchell
Minister of Indian Affairs and Northern Development
Government of Canada

This is the English translation of the French version of the Agreement-in-Principle of a general nature entitled "Entente de principe d'ordre général entre les Premières Nations de Mamuitun et de Nutashkuan et le Gouvernement du Québec et le Gouvernement du Canada". The negotiations and the drafting of this Agreement-in-Principle have been carried out in French and the Parties have agreed that the negotiations that will lead to the Final Agreement will be carried out based on the French version of the Agreement-in-Principle.

TABLE OF CONTENTS

PREAMBLE	1
CHAPTER 1 : DEFINITIONS	2
CHAPTER 2 : PROPOSED PREAMBLE TO THE TREATY	5
CHAPTER 3 : GENERAL PROVISIONS	8
3.1 PURPOSE AND SCOPE OF THE AGREEMENT-IN-PRINCIPLE OF GENERAL NATURE	8
3.2 NATURE OF THE TREATY	8
3.3 RECONGNITION OF ABORIGINAL RIGHTS AND CERTAINTY	9
3.4 TERRITORIAL APPLICATION	14
3.5 LANGUAGES OF THE TREATY	15
3.6 ACCESS TO INFORMATION	15
CHAPTER 4 : LANDS	16
4.1 THE TERRITORY OF NITASSINAN	16
4.2 THE TERRITORY OF INNU ASSI	16
4.3 RIGHT OF ACCESS ON INNU ASSI	17
4.4 STATUS OF LANDS	18
4.5 PRESENCE OF THIRD PARTIES ON INNU ASSI	19
4.6 HERITAGE SITES	20
4.7 PARKS	20
4.8 ASHUAPMUSHUAN WILDLIFE SANCTUARY	20
4.9 INNU PLANNING AND DEVELOPMENT AREAS	21
4.10 SURVEY AND REGISTRATION SYSTEM	21
4.11 MINGAN ARCHIPELAGO NATIONAL PARK RESERVE	21
4.12 MILITARY ACTIVITIES	22
CHAPTER 5 : THE RIGHT TO THE PRACTICE OF INNU AITUN	23
5.1 GENERAL OBJECTIVES	23
5.2 THE PRACTICE OF INNU AITUN	23
5.3 REGULATIONS	24
5.4 COMPLEMENTARY AGREEMENTS	24
5.5 NATURE OF COMPLEMENTARY AGREEMENTS	25
5.6 REGULATIONS GOVERNING HARVESTING ACTIVITIES	25
5.7 PERMITS, CERTIFICATES AND AUTHORIZATIONS	25
5.8 PRIVATE LANDS AND SPECIAL TERRITORIES	26
5.9 CAMPS, ENCAMPMENTS AND SMALL INFRASTRUCTURES	26
5.10 WILDLIFE PROTECTION	26
5.11 PRACTICE OUTSIDE OF NITASSINAN	27
5.12 EXPORTS	27
5.13 MANAGEMENT OF WILDLIFE RESOURCES	28

CHAPTER 6 : PARTICIPATION IN THE MANAGEMENT OF LANDS, NATURAL RESOURCES AND THE ENVIRONMENT	29
6.1 GENERAL PRINCIPLES	29
6.2 OBJECTIVES	29
6.3 STANDING SECTORAL LIAISON COMMITTEES	30
6.4 PARTICIPATION COORDINATING BODY (PCB)	31
6.5 TERMS OF REFERENCE	32
6.6 PARTICIPATION IN PROJECTS	34
6.7 ENVIRONMENTAL ASSESSMENT	35
6.8 CONSULTATION OF THE INNU TSHISHE UTSHIMAUT	35
6.9 PILOT EXPERIMENT	35
CHAPTER 7 : ROYALTY SHARING	37
CHAPTER 8 : SELF-GOVERNMENT	38
8.1 INNU CONSTITUTIONS	38
8.2 LEGAL STATUS OF THE FIRST NATIONS	39
8.3 INNU LEGISLATIVE JURISDICTION	39
8.4 APPLICATION, PRECEDENCE AND HARMONIZATION OF LAWS	41
CHAPTER 9 : ADMINISTRATION OF JUSTICE	48
9.1 GENERAL PROVISIONS	48
9.2 INNU JUSTICE SYSTEM	48
9.3 JUSTICE SYSTEMS OF CANADA AND QUEBEC	49
9.4 PUBLIC SAFETY	50
9.5 CORRECTIONAL SERVICES, PROBATION SERVICES AND TERRITORIAL AGENTS	51
CHAPTER 10 : FINANCIAL ARRANGEMENTS	52
10.1 CAPITAL TRANSFER	52
10.2 COMPENSATORY INDEMNITY	52
10.3 UNASSIGNED FUNDS	53
10.4 TAX EXEMPTION AND IMMUNITY FROM SEIZURE	53
10.5 LOAN REPAYMENT	53
10.6 RELEASE	53
CHAPTER 11 : FINANCING AGREEMENTS	55
11.1 SECTORIAL TABLE REPORT	55
11.2 GENERAL PROVISION	55
11.3 FINANCING AGREEMENT	55
11.4 OWN SOURCE REVENUE CAPACITY AGREEMENT	58
11.5 OTHER PUBLIC PROGRAMS AND SERVICES	60
11.6 JOINT TRIPARTITE FINANCIAL COMMITTEE	60
11.7 OTHER PROVISIONS	60
CHAPTER 12 : TAXATION	61

CHAPTER 13 : SOCIO-ECONOMIC DEVELOPMENT	62
13.1 GENERAL PROVISIONS	62
13.2 COMMERCIAL FISHING	62
13.3 OUTFITTING OPERATIONS	63
13.4 FOREST	63
13.5 HYDROELECTRIC RESOURCES	64
13.6 SPECIAL PURPOSES FUND	64
13.7 PUBLIC PARTNERSHIP	65
13.8 PARTNERSHIP WITH PRIVATE ENTERPRISE	65
13.9 JOB CREATION MEASURES	65
13.10 FOLLOW-UP COMMITTEE	66
CHAPTER 14 : ELIGIBILITY AND ENROLMENT	67
14.1 ELIGIBILITY CRITERIA	67
14.2 ENROLMENT UNDER THE TREATY	67
14.3 OTHER LAND CLAIMS AGREEMENT	67
14.4 APPLICANT	68
14.5 ENROLMENT COMMITTEE	68
14.6 APPLICATION FOR REMOVAL FROM THE ENROLMENT REGISTER	69
14.7 ENROLMENT APPEAL BOARD	69
14.8 JUDICIAL REVIEW	69
14.9 FINANCING	70
14.10 DISSOLUTION OF THE ENROLMENT COMMITTEE AND THE ENROLMENT APPEAL BOARD	70
CHAPTER 15 : DISPUTE RESOLUTION	71
15.1 GENERAL PROVISIONS	71
15.2 APPLICATION	71
15.3 JOINT REVIEW	71
15.4 MEDIATION	73
15.5 ARBITRATION	74
15.6 JUDICIAL PROCEEDINGS	75
15.7 COSTS	75
CHAPTER 16 : IMPLEMENTATION OF THE TREATY	76
16.1 IMPLEMENTATION PLAN	76
16.2 IMPLEMENTATION COMMITTEE	76
16.3 LUMP SUM FINANCING	77
16.4 IMPLEMENTATION TRAINING	78
CHAPTER 17 : AMENDMENT AND REVIEW OF THE TREATY	79
17.1 AMENDMENT OF THE TREATY	79
17.2 REVIEW OF THE TREATY	79

CHAPTER 18 : RATIFICATION OF THE AGREEMENT-IN-PRINCIPLE AND OF THE TREATY	81
18.1 RATIFICATION OF THE AGREEMENT-IN-PRINCIPLE	81
18.2 RATIFICATION OF THE TREATY	81
CHAPTER 19 : TRANSITIONAL MEASURES	82
SCHEDULES	

PREAMBLE

WHEREAS the First Nations of Mamuitun and the First Nation of Nutashkuan, Canada and Quebec are involved in a negotiating process in order to conclude a Treaty which shall be a land claims agreement and a treaty within the meaning of sections 25 and 35 of the *Constitution Act, 1982*;

WHEREAS the highest courts have repeatedly asserted that the reconciliation of the legitimate constitutional interests of Aboriginal peoples and of the Crown are more a matter of policy than of law and can only be achieved if the Parties agree to make mutual concessions during the negotiating process, which process is essentially political in nature;

WHEREAS the Parties share the same objective to negotiate and agree upon a solution in the respect of their respective legitimate rights and interests;

WHEREAS the Parties, in an effort to promote the attainment of their common objective, agree to pursue their negotiations without any prejudice to their respective legal positions and to ensure that their communications during their negotiations may not be set forth by one Party against the other before the courts;

WHEREAS in the current legal context, it cannot be said with certainty which Innu entity is the holder of aboriginal rights, including aboriginal title, and the Parties agree upon determining, for the future, which Innu entity shall exercise the rights recognized, affirmed and protected by the Treaty;

WHEREAS the Parties have agreed upon an Agreement-in-principle which shall serve as the basis for the drafting of a Treaty which shall be a land claims agreement and a treaty within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

CHAPTER 1

DEFINITIONS

1.1 In this agreement, unless otherwise provided, the following expressions mean:

Agreement or agreement-in-principle:	This agreement;
Canadian law:	Laws adopted by the Parliament of Canada;
Complementary agreement:	Any agreement, other than the Treaty, provided for by this agreement;
Date of the Treaty:	The date the Treaty becomes effective as provided for in the legislation implementing the Treaty;
First Nation:	Any of the First Nations;
First Nations:	The First Nations of Mamuitun and the First Nation of Nutashkuan;
Innus:	Innus registered as members in the Registry of a First Nation of Mamuitun or of the First Nation of Nutashkuan in accordance with Chapter 14;
Innu tshishe utshimau:	<p>The competent body with authority to govern the First Nation according to the First Nation's constitution, namely:</p> <p>Innu tshishe utshimau Pessamit for the First Nation of Betsiamites;</p> <p>Innu tshishe utshimau Essipit for the First Nation of Essipit;</p> <p>Innu tshishe utshimau Piekuakami for the First Nation of Mashteuiatsh;</p> <p>Innu tshishe utshimau Nutashkuan for the First Nation of Nutashkuan;</p>

Innu laws:	Laws adopted by the relevant legislative assembly;
Legislative assembly:	The competent body created by the constitution of a First Nation to exercise the power to enact laws;
Mamuitun:	The Mamuitun Tribal Council representing the First Nation of Mashteuiatsh, the First Nation of Betsiamites and the First Nation of Essipit;
Quebec laws:	Laws adopted by the National Assembly;
Species under structured resource management:	Species considered sensitive such as moose, woodland caribou, salmon and ouananiche, crab, lobster, shrimp, scallop, cod, turbot and other species which may be agreed upon prior to the signing of the Treaty;
Surface mineral substances:	Sand, gravel, building and carving stone, limestone, ice-melter calcium, bur and honing stone, gypsum, common clay used in the manufacture of construction materials, fire-bricks, pottery or ceramics, mineral water, infusorial earth or tripoli, fuller's earth, peat, marl, ochre and steatite, provided they are, in their natural state, isolated from other mineral substances and mineral substances of the surface soil;
Treaty:	The legal instrument referred to in section 3.2.1.;

Innu Aitun

- 1.2** Innu Aitun designates all activities, in their traditional or modern manifestation, relating to the national culture, fundamental values and traditional lifestyle of the Innus associated with the occupation and use of Nitassinan and to the special bond they have with the land. These include in particular all practices, customs and traditions, including hunting, fishing, trapping and gathering activities for subsistence, ritual or social purposes.

All spiritual, cultural, social and community aspects are an integral part thereof. The commercial aspects are, however, governed by the prevailing legislation of Canada and Quebec.

- 1.3** Innu Aitun entails the utilization of animal species, plants, rocks, water and other natural resources for food, ritual or social purposes and for subsistence purposes in accordance with section 5.2.4.

CHAPTER 2

PROPOSED PREAMBLE TO THE TREATY

2.1 The Treaty shall contain a preamble including the following recitals:

- WHEREAS** the First Nations of Mamuitun, the First Nation of Nutashkuan, Quebec and Canada held negotiations to conclude a Treaty which would reconcile the prior presence of the First Nations of Mamuitun and the First Nation of Nutashkuan with the assertion of the sovereignty of the Crown;
- WHEREAS** the Parties are aware that the reconciliation of the legitimate constitutional rights of the aboriginal peoples and of the Crown belongs to the political rather than the judicial realm and that the Parties have made concessions to realize this reconciliation;
- WHEREAS** the Parties agree to ensure by way of treaty rather than by judicial means the recognition, confirmation and continuation of the aboriginal rights of the First Nations of Mamuitun and the First Nation of Nutashkuan, including aboriginal title, and not their extinguishment;
- WHEREAS** the relationship that the First Nations of Mamuitun and the First Nation of Nutashkuan maintain with Nitassinan is of fundamental importance for their distinctive culture and the Parties agree upon protecting this bond in accordance with the provisions provided for in the Treaty;
- WHEREAS** the Parties have resolved not to define the aboriginal rights, including aboriginal title, of the First Nations of Mamuitun and the First Nation of Nutashkuan, and in particular, not to determine the exact territorial area of their application, but rather agree to set out, for the future, the effects and manner in which these rights are exercised in a treaty protected by section 35 of the *Constitution Act, 1982*;

WHEREAS the Parties wish, while allowing for the orderly evolution of the effects and manner in for which aboriginal rights are exercised, including aboriginal title, of each First Nation of Mamuitun and of the First Nation of Nutashkuan, that the Treaty establishes certainty as regards the ownership and use of the lands and resources of Nitassinan and as regards the relationship between the Canadian, Quebec and Innu laws or other rules of law;

WHEREAS the Parties agree that the recognition, affirmation and continuation of the aboriginal rights, including aboriginal title, of the First Nations of Mamuitun and of the First Nation of Nutashkuan, on the one hand, and the suspension of the exercise by these First Nations of these rights according to the effects and manner in which these rights are exercised other than those provided for in the Treaty, on the other hand, shall only come into force upon the signing of the Treaty and the adoption of the implementation legislation, because it is only then that the beneficiaries of the Treaty, the scope and location of the lands covered by the Treaty, the effects and manner in which aboriginal rights are to be exercised, including aboriginal title, which are to be recognized, affirmed and continued by the Treaty as well as the treaty rights agreed upon by the Parties, shall be determined with certainty;

WHEREAS the Parties, by recognizing, affirming and continuing the aboriginal rights, including aboriginal title, of the First Nations of Mamuitun and of the First Nation of Nutashkuan, as an expression of their Indianness, intend to promote the development of the First Nations of Mamuitun and of the First Nation of Nutashkuan without regard to the characteristics of these rights, in particular the inherent limits and inalienability, except to the Crown, of the aboriginal title, as defined by the courts;

WHEREAS the Parties agree to maintain between themselves and other communities a relationship based on respect, recognition and mutual sharing;

WHEREAS the Parties recognize the need for socio-economic catching up by the First Nations.

- 2.2** The preamble to the Treaty may include additional recitals which the Parties may agree upon.
- 2.3** Certain recitals provided in section 2.1 may be enunciated as general objectives of the Treaty.

CHAPTER 3

GENERAL PROVISIONS

3.1 PURPOSE AND SCOPE OF THE AGREEMENT-IN-PRINCIPLE OF GENERAL NATURE

- 3.1.1** This agreement is an Agreement-in-principle of general nature in which the Parties agree upon the structure, the general direction and the principles that shall guide the drafting of the Treaty.
- 3.1.2** It is agreed that the Treaty shall not be limited to the provisions of this agreement but shall remain substantially in conformity with this agreement.
- 3.1.3** This agreement does not create legal obligations binding the Parties, nor does it infringe on the obligations or existing rights of the Parties and shall not be construed so as to abrogate, derogate or recognize any aboriginal, treaty or any other right.
- 3.1.4** This Agreement-in-principle was negotiated and concluded without prejudice to the rights of the Parties and nothing in this agreement can be construed as changing the legal situation of either Party or modifying the legal relationship between Canada, Quebec and the First Nations prior to the conclusion of the Treaty and the coming into force of the implementation legislation.

3.2 NATURE OF THE TREATY

- 3.2.1.** The Treaty shall be a land claims agreement and a treaty within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
- 3.2.2** Unless otherwise provided, the complementary agreements shall not be part of the Treaty and shall not be intended to be within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

3.3 RECOGNITION OF ABORIGINAL RIGHTS AND CERTAINTY

- 3.3.1** The aboriginal rights, including aboriginal title, of each First Nation shall be recognized, affirmed and continued on Nitassinan by the Treaty and the implementation legislation. Henceforth, these rights shall also be protected by the Treaty. They shall have the effects and shall be exercised in the manner provided for in the Treaty in Nitassinan and, when the Treaty so provides, outside Nitassinan.

The rights of the Crown covered by the Treaty shall henceforth be exercised with respect to the lands of Nitassinan in accordance with the provisions of the Treaty as regards these rights.

Neither the Treaty nor the implementation legislation shall have the effect of infringing on the rights of the First Nations and their members as regards the land located outside of the limits of Quebec, particularly in the territory of Labrador.

- 3.3.2** The Treaty shall not seek to exhaustively enumerate or replace the aboriginal rights, including aboriginal title, of each First Nation with treaty rights. It shall ensure that these rights, as well as the rights it creates, receive protection under section 35(1) of the *Constitution Act, 1982*.

If, by final judgment, a court of law decides that, despite the provisions of the Treaty, a right of the First Nations, for which the Treaty provides the effects and manner in which it should be exercised does not form part of the aboriginal rights, including aboriginal title, of these First Nations, this right shall be maintained as a treaty right as of the effective date of the Treaty.

- 3.3.3** Self-government, as an inherent right, is included among the aboriginal rights of the First Nations. It shall have the effects and be exercised by each First Nation according to the manner set out in the Treaty on Innu Assi and, when the Treaty so provides, outside of Innu Assi, in accordance with Chapter 8.
- 3.3.4** The fact that the Treaty does not mention an effect or a manner in which an aboriginal right of a First Nation is to be exercised shall not result in the surrender or extinguishment of such an effect or such a manner to exercise the right. However, as of the effective date of the Treaty, the effects and manner in which the aboriginal rights of these First Nations are exercised other than those set out in the Treaty shall be suspended.

Any question regarding such suspended effect or manner shall be settled, having regard to section 3.3.15, solely by the application of sections 3.3.10 to 3.3.13.

3.3.4.1 Nothing in section 3.3.4 has the effect of extinguishing or infringing upon the aboriginal rights, including aboriginal title, recognized, affirmed and continued by the Treaty. It shall, however, have the effect of:

- i) allowing the First Nations and their members to exercise their aboriginal rights, including aboriginal title, in accordance with the effects and manner in which rights are to be exercised as set out in the Treaty, without regard to the inherent characteristics of aboriginal rights, including aboriginal title;
- ii) allowing the Crown and third Parties to act, in compliance with the Treaty, without regard to the effects and manner in which aboriginal rights of the First Nations, including aboriginal title, are to be exercised, that are not set out in the Treaty;
- iii) allowing, solely in the cases provided for in sections 3.3.10 to 3.3.13, the First Nations and their members to exercise, after the effective date of the Treaty, their aboriginal rights, including aboriginal title, in accordance with the effects and manner in which rights are to be exercised which shall be set out in the Treaty in accordance with these sections.

3.3.5 If the exercise by a First Nation of aboriginal rights, including aboriginal title, in accordance with the effects and manner in which rights are to be exercised as set out in the Treaty, in a given location outside of Innu Assi, is legally challenged on the grounds that these rights remain subject to constraints resulting from the maintenance, at that location, of characteristics of aboriginal rights, including aboriginal title, as defined by the courts, the provisions of the Treaty shall be deemed to prevail, from the date of their coming into force, over the inconsistent characteristics of aboriginal rights, including aboriginal title, as defined by the courts, such that the First Nation may fully enjoy and exercise these rights, in accordance with the effects and the manner in which rights are to be exercised as set out in the Treaty.

- 3.3.6** If the exercise of a right by the Crown or its assign with respect to a land is legally challenged on the grounds that the Crown or its assign cannot exercise this right thereon due to constraints resulting from the maintenance in that location of characteristics of aboriginal rights, including aboriginal title, as defined by the courts, the rights of the Crown at that location shall thereupon be deemed to prevail, from the effective date of the Treaty, over the characteristics of the aboriginal rights as defined by the courts, such that the Crown or its assign may exercise this right by complying with the provisions of the Treaty, as the case may be.
- 3.3.7** Except as provided for in particular provisions of the Treaty, when the Crown or its assign uses, in accordance with the Treaty, lands with the effect of preventing a First Nation from exercising an activity thereon in accordance with the provisions of the Treaty, the First Nation may again use these lands, in accordance with the effects and manner in which rights are to be exercised as set out in the Treaty, when the Crown ceases its use.
- 3.3.8** The Treaty shall not have the effect of impairing the identity of a First Nation as being part of the aboriginal peoples of Canada within the meaning of the *Constitution Act, 1982*.
- 3.3.9** The culture of the Innus as well as their language, Innu Aimun, shall be protected by the Treaty. The Treaty shall facilitate the adoption of protection and promotion measures for the Innu culture and Innu Aimun. Where measures taken are not provided for in the Treaty, the measures taken shall not be inconsistent with the Treaty.
- 3.3.10** The Treaty shall be of an indefinite duration and may not be repudiated by either Party. It shall, however, be reviewed at regular intervals and may be amended in accordance with the terms set out in Chapter 17.
- 3.3.11** The Treaty shall not prevent the First Nations from benefiting from any constitutional amendment related to the aboriginal peoples nor from exercising the rights recognized or created by such amendment as of its effective date. In the event that such an amendment is made to the Constitution of Canada, the Parties shall, if required, conduct negotiations with a view to updating the Treaty to take into account the constitutional amendment.

3.3.12 Nothing in the Treaty shall prevent the First Nations from benefiting from current or future international conventions regarding aboriginal peoples, ratified and implemented in accordance with the constitutional framework of Canada.

3.3.13 Where, following the signing of the Treaty and the coming into force of the implementation legislation, a court of law of appellate jurisdiction confirms definitively the existence of an aboriginal right as regards a matter which the provisions of the Treaty are not truly designed to settle, the Parties, upon the request of a First Nation, shall have the obligation to initiate and conduct negotiations in good faith and make all reasonable efforts to determine whether the existence of this aboriginal right may be established in favour of the First Nations and, as required, to examine whether the Treaty should be amended. A First Nation may apply to a court of law to obtain a declaratory judgment on the existence, to its benefit, of such an aboriginal right.

The provisions to be included in the Treaty to set out the effects and manner in which to exercise a right, the existence of which is recognized by the Parties or established by a court of law pursuant to the preceding paragraph are to be negotiated and agreed upon by the Parties. A Party interested in initiating negotiations must notify the other Parties in writing of its intention to conclude an agreement and of the time and location it is prepared to meet them for this purpose.

Each Party shall then negotiate in good faith and make all reasonable efforts to develop provisions to be included in the Treaty. Failing an agreement within six months of the date of transmission of the first negotiation notice, a Party may notify the other Parties in writing of its intention to submit the dispute to arbitration in accordance with Chapter 15.

The arbitrator will then act, according to the procedures and time schedule provided for in section 15.5, as an "amiable compositeur" in connection with the provisions to be included in the Treaty.

Each First Nation exercises a right the existence of which shall have been recognized or established pursuant to this section as soon as the provisions of the Treaty set out the effects and manner in which the right is to be exercised.

3.3.14 The provisions of the Treaty shall receive a large and liberal interpretation, ensuring the attainment of its object and the carrying out of its provisions, according to their true intent, meaning and spirit.

Each time a provision is expressed in the present tense, it shall be applied to the circumstances as they arise in order to carry it into effect pursuant to the first paragraph.

3.3.15 The Treaty shall bind the Parties and protect their rights not only as regards what they have expressed therein, but also shall protect that which flows therefrom according to practice and equity.

Actions undertaken by the Parties, according to the first paragraph, which are not mentioned in the Treaty, particularly as regards the exercise of aboriginal rights, including aboriginal title, of the First Nations, shall be consistent with its provisions.

3.3.16 Should a court of law rule in a definitive manner that a provision of the Treaty is invalid or non enforceable:

- a) The Parties shall have the duty to negotiate in good faith and to make all reasonable efforts to amend the Treaty so as to correct or replace the provision;
- b) The provision shall be severable from the Treaty insofar as it is invalid or non enforceable and the remainder of the Treaty shall be interpreted, to the extent possible, to give effect to the intention of the Parties.

3.3.17 None of the Parties shall challenge the validity of a provision of the Treaty nor shall they support a challenge.

3.3.18 Failure by one Party to meet an obligation under the Treaty shall not exonerate the other Parties from their obligations under the Treaty. In such a case, the provisions of the Treaty in relation to dispute settlement shall apply.

A provision of the Treaty or the fulfilment by a Party of an obligation under the Treaty may not be waived unless the waiver is in writing and signed by the Party or Parties to the waiver.

A waiver in writing of a provision of the Treaty, of a fulfilment by a Party of an obligation under the Treaty or of a failure by a Party to fulfill an obligation under the Treaty shall not constitute a waiver of any other provision or obligation or any other subsequent failure.

3.3.19 The Treaty shall not recognize nor confer rights pursuant to section 35 of the *Constitution Act, 1982* to an aboriginal First Nation other than the First Nation referred to in the Treaty; it shall not affect in any way the existence or exercise of such rights on Nitassinan.

3.3.20 Nothing in the Treaty shall prevent a First Nation and Innus who are part of this Nation from participating in the aboriginal programs of the governments of Canada and Quebec or from benefiting from them in accordance with the general criteria established for these programs, except where the Treaty provides otherwise. The same shall apply to the overall programs of the governments.

3.3.21 The Treaty shall not be interpreted as conferring any legislative authority whatsoever to Canada or Quebec in the context of the distribution of powers between Canada and Quebec.

3.3.22 For the purposes of the distribution of powers between Canada and Quebec, the Parties recognize that the aboriginal rights, including aboriginal title, are part of the indianness of the First Nations, but while recognizing, affirming and continuing these rights by the Treaty, they do not intend that any land on Nitassinan be considered, due to the Treaty or otherwise, as land reserved for either of these First Nations within the meaning of section 91(24) of the *Constitution Act, 1867*.

3.4 TERRITORIAL APPLICATION

3.4.1 The provisions of the Treaty shall apply in the territory of Quebec up to the final boundary of Quebec and Newfoundland and Labrador. The Parties agree to make, where appropriate, the required adjustments, in particular in respect of certain land allocations, resource royalty sharing and socio-economic development measures.

3.4.2 The following issues shall be finalized prior to the signing of the Treaty:

- a) The status of the Southwestern Part, said to be common to the First Nations of Mamuitun;
- b) The status of Nitassinan covered by the James Bay and Northern Quebec Agreement and the Northeastern Quebec Agreement and, where appropriate, the terms of any compensation.

3.4.3 The rights of the First Nations and their members recognized in the Treaty shall be exercised in the territories of local municipalities and in private lands located outside these territories in accordance with the effects and manner in which rights are to be exercised as shall be set out in the Treaty.

3.5 LANGUAGES OF THE TREATY

3.5.1 The Treaty shall be drafted in the Innu, French and English languages.

3.6 ACCESS TO INFORMATION

3.6.1 For the purposes of the legislation of Canada and Quebec regarding access to information and regarding the protection of personal information, information provided in confidence by an Innu tshishe utshimau to Canada or Quebec is deemed information received or obtained in confidence from another government.

3.6.2 Where an Innu tshishe utshimau requests the disclosure of information from Canada or Quebec, the request is assessed as if it were a request for disclosure of information from a province; however Canada and Quebec are not required to disclose information to an Innu tshishe utshimau which can only be accessed by one or several specific provinces.

3.6.3 The Parties may conclude agreements on one or several of the following elements: collection, protection, withholding, use, disclosure and confidentiality of personal, general and other information.

3.6.4 Canada or Quebec may provide information to an Innu tshishe utshimau in confidence if the legislative assembly of the First Nation adopts a law or concludes an agreement with Canada or Quebec, as the case may be, under which the confidentiality of information is protected.

CHAPTER 4

LANDS

4.1 THE TERRITORY OF NITASSINAN

- 4.1.1** The preliminary area and delimitation of Nitassinan are shown in Schedule 4.1.
- 4.1.2** The Anticosti Island is part of Nitassinan for the purposes of royalty sharing and other purposes which shall be identified before the conclusion of the Treaty for the First Nation of Nutashkuan.
- 4.1.3** The boundaries of Nitassinan may be adjusted to take into account the Atikamekw (to the west) and Uashat Mak Mani-Utenam (to the east). The boundaries of the Nitassinan of Nutashkuan may be adjusted to take into account Mamit Innuat to the east and west.

4.2 THE TERRITORY OF INNU ASSI

- 4.2.1** The preliminary area and delimitation of the Innu Assi territory are shown in Schedule 4.2. For the First Nation of Nutashkuan, adjustments may be made.
- 4.2.2** Heritage sites of Innu ownership shown in Schedule 4.2 are also part of Innu Assi. The specific land use regulations of these sites shall be under the jurisdiction of the Innu tshishe utshimaut. Heritage sites for the First Nation of Nutashkuan shall be specified as expeditiously as possible.
- 4.2.3** On the lands of Innu Assi, notwithstanding in particular the inherent limits and Inalienability, except to the Crown, of the aboriginal title as defined by the courts, the aboriginal title of each First Nation shall be deemed to include all attributes of full ownership of the soil and subsoil, including the right to freely and fully use, enjoy and dispose of these lands and, in particular, to exploit the fauna, aquatic, water, hydraulic, forest, floral and mineral resources therein, subject to section 4.2.5 and the provisions of the Treaty.

Should the exercise by a First Nation of aboriginal title in relation with a land of Innu Assi be legally challenged on the basis that the aboriginal title may

not be exercised in relation with this land without regard to the characteristics of the title referred to in the first paragraph, the provisions of the first paragraph shall then be deemed to prevail, as of the effective date of the Treaty, over the inconsistent characteristics of the aboriginal title, with the result that the First Nation may fully enjoy the attributes of full ownership on this land and exercise this right in accordance with the effects and in the manner set out in the Treaty.

4.2.4 Canada and Quebec shall take the necessary action for registering the title of ownership of the First Nations, described in section 4.2.3, on the lands of which they already benefit as Indian reserves as well as on the other lands, immovables and real property rights which at the time of the Treaty were registered in the name of Canada or Quebec or their representatives and which will not have been subject of specific exceptions prior to the Treaty.

4.2.5 Nevertheless, notwithstanding sections 4.2.3 and 4.2.4, Quebec shall retain the ownership of the hydraulic resources and of the minerals (with the exception of surface mineral substances), and of the subsurface rights on the Innu Assi of the First Nation of Nutashkuan. However, no exploration shall be undertaken, no mineral shall be extracted or exploited and no right to the minerals nor any subsurface right shall be accorded or exercised without the consent of the First Nation of Nutashkuan who shall hold a 25% undivided share in the ownership of minerals and subsurface rights.

4.2.6 In accordance with the Treaty and subject to the Constitutions of First Nations and Innu laws, the First Nations may:

- a) Dispose of their right of ownership in favour of any person;
- b) Create in favour of any person right of ways, servitudes and other dismemberments of the right of ownership.

4.2.7 A portion of Innu Assi shall not cease to be Innu Assi as a result of any change of ownership or of an interest in that portion.

4.3 RIGHT OF ACCESS ON INNU ASSI

4.3.1 The Parties agree that the Treaty shall provide for the access on Innu Assi for public and safety purposes and for free circulation on waterways and public

highways.

- 4.3.2** Public purposes refer to infrastructures, such as roads, bridges, airports, maritime structures, navigation aids and communication towers, as well as to public services, such as power transmission and lines and gas pipelines.
- 4.3.3** The Treaty shall provide that the interested Parties shall negotiate in good faith to determine the conditions allowing for the use, installation, maintenance and renovation of these infrastructures and services. These conditions may be the subject of complementary agreements.
- 4.3.4** In the case of a new access on Innu Assi or of the modification of an existing access, the First Nations, for the benefit of the Innus, shall be entitled to be indemnified or compensated by equivalent lands. Where the Parties concerned cannot agree upon such compensation, the First Nations, for the benefit of the Innus, shall be entitled to a monetary compensation established through arbitration pursuant to the provisions of Chapter 15.
- 4.3.5** The Parties shall agree prior to the signing of the Treaty upon measures ensuring the right of the citizens of neighbouring communities to continue their use of the Innu Assi territory of Nutashkuan, including the harvesting of fire wood for personal purposes, in conditions similar to those currently prevailing.
- 4.3.6** Subject to the applicable laws and terms of the Treaty, Quebec or its agents, representatives or assigns shall have the right of access required to develop and exploit water power located on the Innu Assi of Nutashkuan, including the right to conduct pre-feasibility studies for this purpose.

4.4 STATUS OF LANDS

- 4.4.1** The effects and manner in which aboriginal rights, including aboriginal title, are to be exercised on the territory of Nitassinan and Innu Assi which are set out in the Treaty are protected by section 35 of the *Constitution Act, 1982*.
- 4.4.2** In accordance with the provisions of section 3.3.22, the Parties express their will that the territories of Nitassinan and Innu Assi shall not include any land reserved for Indians within the meaning and for the purposes of section 91 (24) of the *Constitution Act, 1867* or any reserve within the meaning of the

Indian Act.

- 4.4.3** Canada shall undertake in the Treaty to recommend to Parliament the inclusion in the Treaty implementation legislation of Canada a provision to the effect that no land of Nitassinan may be considered as a land reserved for the Innus within the meaning of section 91 (24) of the *Constitution Act, 1867* and that no land of Nitassinan constitutes a reserve as defined in the *Indian Act*.

Canada shall also undertake in the Treaty to recommend to Parliament to include in this legislation a provision to the effect that, to the extent that a law of general application of Quebec does not apply *proprio vigore* to lands of Nitassinan, to one of the First Nations or to Innus of these First Nations, this law of Quebec does apply to these lands of Nitassinan, to any such First Nation or to the Innus of such First Nation, subject to the provisions of the Treaty, of the Innu laws in conformity with the rules of precedence set out in Chapter 8, of the Canadian implementation legislation and of any other law enacted by Parliament.

4.5 PRESENCE OF THIRD PARTIES ON INNU ASSI

- 4.5.1** According to mechanisms which shall be set out in the Treaty, the ownership and private use rights of third Parties which exist at the date of the Treaty on Innu Assi shall be respected or compensated for equitably.
- 4.5.2** The rights provided to third Parties on Innu Assi by Quebec or Canada and still in force at the date of the Treaty shall be respected until their expiry date or according to terms and conditions to be agreed upon.

When such rights may be renewed, this renewal shall be undertaken by the Innu tshishe utshimaut according to the terms of the rights in question.

- 4.5.3** Mineral titles and rights already issued on the Innu Assi of Nutashkuan shall continue to be governed by the laws of Quebec.

4.6 HERITAGE SITES

- 4.6.1** The heritage sites other than those referred to in section 4.2.2, whose preliminary area and delimitation are shown in Schedule 4.6, shall be subject to Québec regulations adapted to protect their heritage nature. These regulations shall be mutually agreed upon by and shall not be modified without the consent of the Parties concerned. The sites for the First Nation of Nutashkuan shall be specified as expeditiously as possible.
- 4.6.2** The Parties may agree on new heritage sites which could be the object of a transfer of ownership or of regulations mutually agreed upon, following the parameters set out in the Treaty in regards to sites already protected by the Treaty.

4.7 PARKS

- 4.7.1** The Treaty shall provide for the establishment of Innu parks, whose preliminary area and delimitation are shown in Schedule 4.7. These parks shall be exclusively managed by the Innu tshishe utshimaut under a perpetual trust or a long term lease. In this latter case, the lease shall be renewable in perpetuity. The regulations in force shall take into consideration the international definition of parks, taking into account the particularities arising from aboriginal management and the recognition by the international community of the special status of aboriginals in these matters. The issue of a park for the First Nation of Nutashkuan shall be clarified as expeditiously as possible.
- 4.7.2** A different regime shall apply on the designated portion of the Quebec Parc de la Pointe-Taillon and on le Parc régional des Monts-Groulx.

4.8 ASHUAPMUSHUAN WILDLIFE SANCTUARY

- 4.8.1** The Innu tshishe utshimau Piekuakami or a body it shall create shall become the manager of the Ashuapmushuan Wildlife Sanctuary, according to a plan, a timetable and terms of management to be agreed upon prior to the signing of the Treaty.

4.9 INNU PLANNING AND DEVELOPMENT AREAS

- 4.9.1** Until the signing of the Treaty, the Parties agree to continue to analyse the design, principles and location of Innu planning and development areas, such as proposed by the First Nations of Mashteuiatsh and Essipit.
- 4.9.2** Similar provisions may eventually apply to the First Nations of Betsiamites and Nutashkuan.

4.10 SURVEY AND REGISTRATION SYSTEM

- 4.10.1** The survey, registration and publicity system of immovable rights shall be that in force in Quebec. The Parties may agree upon special terms, if required, particularly with respect to those who shall be responsible for the custody of such records.

4.11 MINGAN ARCHIPELAGO NATIONAL PARK RESERVE

- 4.11.1** The Treaty shall provide that the *Mingan Archipelago Park* be created under the *Parks Canada Agency Act*, in replacement of the current *Mingan Archipelago National Park Reserve*.
- 4.11.2** Canada and the First Nations recognize the convergence of their fundamental objectives of ensuring the conservation of ecosystems and their resources.
- 4.11.3** Canada and the First Nations shall establish and ensure a privileged relationship distinctive from that applicable to other stakeholders for the creation and management of the *Mingan Archipelago National Park* according to the effects and manner in which rights are to be exercised set out in the Treaty on the affected territory, the general principles and objectives of Chapter 6 and the *Guiding Principles and Operational Policies* of Parks Canada.
- 4.11.4** Canada and the First Nations agree:
- #** To negotiate an agreement for the implementation of a mechanism with equal representation of First Nations in the planning and cooperative management of the park, of which one of the mandates will

- be to recommend park management plans to the Minister for approval;
- #** To respect and promote, on the park territory, the exercise of aboriginal rights by the Innus of Nutashkuan, the practice of Innu Aitun and the highlighting of their culture;
- #** To respect traditional management and decision-making of the First Nations' methods in the development and implementation of the cooperative management mechanism;
- #** To ensure that the *Mingan Archipelago Park* will be able to fulfill its mandate of conservation, education and recreation for the benefit of all park users;
- #** To respect the requirements associated with the maintenance and restoration of the ecological integrity of the national park of Canada;
- #** To present and highlight in the national park the history and culture of the Innus of Nutashkuan as well as the special bond they have with this land;
- #** To jointly develop and implement with the First Nations an Innu activity pole in the eastern sector of the park.

4.11.5 The areas and terms of cooperation between Canada and the First Nations shall be provided for in complementary agreements.

4.12 MILITARY ACTIVITIES

4.12.1 Canada and the First Nations agree to provide, prior to the date of the Treaty, for a settlement with respect to the conditions regarding military activities on Nitassinan.

CHAPTER 5

THE RIGHT TO THE PRACTICE OF INNU AITUN

5.1 GENERAL OBJECTIVES

5.1.1 In implementing the Treaty, the Parties agree to pursue, in respect of the practice of Innu Aitun, the following general objectives:

- a) To ensure its recognition and promote its continuity;
- b) To promote its practice in the context of sustainable development;
- c) To promote compatibility between the practice of Innu Aitun and the exploitation of natural resources;
- d) To allow for its realization with due regard to the conservation of species and protection of wildlife habitats and biodiversity;
- e) To take into account public health and public safety in its practice;
- f) To take into account the priority of the Innus to harvest wildlife to meet their needs and the sharing of wildlife resources with other users of Nitassinan, according to agreed upon terms.
- g) To recognize and draw on the knowledge and expertise of the Innus and of the scientific community.

5.1.2 The provisions of the Sectoral Table Report shall be taken into account in the drafting of the Treaty and complementary agreements, to the extent that they are not inconsistent with this agreement.

5.2 THE PRACTICE OF INNU AITUN

5.2.1 The right to the practice of Innu Aitun shall be exercised in accordance with the provisions of this chapter.

- 5.2.2** The practice of Innu Aitun shall be governed by laws and regulations which shall be enacted by the legislative assemblies of the First Nations.
- 5.2.3** The right to the practice of Innu Aitun includes, as an accessory right to hunting, fishing and trapping, the use of a shelter, free circulation and all other agreed upon activities, such as the Parties may agree upon in the Treaty.
- 5.2.4** In the exercise of this right, the Innus shall have priority in harvesting for food, social or ritual purposes of all species and, for subsistence purposes, of the species other than those referred to in section 5.4.2. The Innus may sell for subsistence purposes the products of hunting, fishing and gathering of species other than those referred to in section 5.4.2.
- 5.2.5** The practice of Innu Aitun and the practice of hunting, fishing and trapping are subordinate to the requirements of resource conservation, habitat protection and preservation of public health and public safety.
- 5.2.6** The Parties agree to state in the Treaty the effects and manner in which the right of the Innus to harvest migratory birds is to be exercised. These effects and manner of exercise shall take into account the current laws and practices.

5.3 REGULATION

- 5.3.1** The First Nations shall undertake in the Treaty to enact laws and regulate the practice, by the Innus, of Innu Aitun on Nitassinan so as to give effect to the Treaty and complementary harmonization agreements arising therefrom.
- 5.3.2** Canada and Quebec, within their respective jurisdictions, retain the ultimate responsibility for resource conservation, protection of habitats and their environment as well as the preservation of public health and public safety.

5.4 COMPLEMENTARY AGREEMENTS

- 5.4.1** The Parties agree to harmonize their respective laws and regulations through complementary agreements.

- 5.4.2** Complementary agreements shall be concluded for species under structured resource management. For species already under such management, such agreements shall be concluded prior to the signing of the Treaty.

5.5 NATURE OF COMPLEMENTARY AGREEMENTS

- 5.5.1** The complementary agreements on the practice of Innu Aitun may be tripartite or bipartite, depending on whether they deal with subjects that are under the jurisdiction of the three governments or only of two governments.
- 5.5.2** Separate agreements shall be concluded with each of the First Nations but some provisions that are common to all First Nations may be negotiated collectively.
- 5.5.3** The Parties shall agree prior to the signing of the Treaty upon a mechanism to ensure that complementary agreements referred to in section 5.4.2 shall always be in place to allow for the exercise of the rights protected by the Treaty.

5.6 REGULATIONS GOVERNING HARVESTING ACTIVITIES

- 5.6.1** In relation to hunting, fishing and trapping activities on Nitassinan outside of Innu Assi, the complementary agreements will deal with topics such as the periods of hunting or fishing and catch limits according to the species and territories, the prohibited catch methods and practices, catch recording and other similar matters.

5.7 PERMITS, CERTIFICATES AND AUTHORIZATIONS

- 5.7.1** Harvesting activities by the Innus in the context of Innu Aitun shall generally be governed through permits, certificates and authorizations issued by the Innu tshishe utshimaut.
- 5.7.2** The permits, certificates and authorizations issued by the Innu tshishe utshimaut shall be harmonized with those of Quebec and Canada as regards the registration and transportation of species which require special terms and conditions.

5.7.3 A Treaty beneficiary may not cumulate the advantages arising from permits, certificates and authorizations issued by an Innu tshishe utshimaut and the advantages of those issued by Quebec or Canada.

5.8 PRIVATE LANDS AND SPECIAL TERRITORIES

5.8.1 Prior to the signing of the Treaty, the Parties shall, through complementary agreements, agree upon the special manner in which the rights are to be exercised that will apply to the following types of territory:

- a) Private land and leased Crown lands;
- b) Municipal territories;
- c) Ecological reserves;
- d) Parks of Quebec and Canada, migratory bird sanctuaries and marine protection areas;
- e) Wildlife preserves;
- f) Managed harvesting zones;
- g) Outfitting operations with an exclusive rights lease;
- h) Community wildlife areas;
- i) Salt water territory.

5.9 CAMPS, ENCAMPMENTS AND SMALL INFRASTRUCTURES

5.9.1 The Parties concerned shall agree upon measures to be taken to harmonize, on site, the construction and establishment of camps, encampments and small infrastructures.

5.10 WILDLIFE PROTECTION

- 5.10.1** The application of Innu laws shall be the responsibility of the Innu tshishe utshimaut, who shall mandate territorial officers to enforce their legislation on Innu Assi and on Nitassinan.
- 5.10.2** The Parties shall agree upon the monitoring and management methods which shall be implemented, by all Parties , to ensure compliance with regulations, as well as upon the exchange of information on the implementation of the complementary agreements.
- 5.10.3** The complementary agreements may provide for terms and conditions under which one Party may delegate to officers of another Party the power to monitor and control the application of its regulations concerning the practice of Innu Aitun, fishing, hunting and trapping.

5.11 PRACTICE OUTSIDE OF NITASSINAN

- 5.11.1** In Quebec, outside of Nitassinan, hunting and fishing permits as well as certificates issued by the Innu tshishe utshimaut shall be generally recognized and the terms and conditions thereof shall be those provided for by the laws of Quebec and Canada, with the exception of the permits related to salt water resources which shall only be valid within the areas provided for in those permits.

However, the permits and certificates issued by an Innu tshishe utshimau referred to in this agreement shall be recognized, on a reciprocal basis, in the Nitassinan of another Innu First Nation who has concluded a land claims agreement and shall be subject to the laws of that First Nation.

5.12 EXPORTS

- 5.12.1** At any time, the permits, certificates and authorizations pertaining to the exporting of products outside of Canada or Quebec shall be those governed by the laws of Quebec and Canada.
- 5.12.2** Notwithstanding section 5.12.1, Quebec and Canada may, upon a request from a First Nation, enact legislative provisions or introduce special terms and conditions regarding the exporting of Innu handicraft products, for the purpose, in particular, of allowing the participation of the First Nations in

international fairs.

5.13 MANAGEMENT OF WILDLIFE RESOURCES

5.13.1 The Parties shall consult on a regular basis to harmonize their respective wildlife management.

5.13.2 The Innus shall participate in strategies concerning species conservation, protection of the habitats and development of wildlife according to the participation processes provided for in Chapter 6.

5.13.3 The complementary agreements provided for in this chapter shall provide for the creation of a joint committee with equal representation, in charge of overseeing their implementation.

CHAPTER 6

PARTICIPATION IN THE MANAGEMENT OF LANDS, NATURAL RESOURCES AND THE ENVIRONMENT

6.1 GENERAL PRINCIPLES

- 6.1.1** Canada and Quebec undertake, within their respective jurisdictions, to ensure the genuine and significant participation of the Innu tshishe utshimaut in the decision-making processes relating to the management of land, environment and natural resources on Nitassinan.
- 6.1.2** This genuine participation shall allow for taking into account the rights of the First Nations and their members recognized in the Chapter on the General Provisions, and particularly, the exercise of Innu Aitun in accordance with the Treaty and complementary agreements. It shall also be different from that in place for other stakeholders, i.e. take place on a government to government basis and begin as far upwards as possible in the processes, promoting direct exchanges between front-line stakeholders, in order to ensure the effective consideration of the rights of the First Nations and their members at key steps of the processes before a decision is made.
- 6.1.3** The current decision-making processes may be adjusted where relevant and new processes may be proposed where the current processes are deemed inadequate.
- 6.1.4** The provisions of the Sectoral Table Report shall be taken into consideration in drafting of Treaty and complementary agreements, to the extent that they are not inconsistent with this agreement.

6.2 OBJECTIVES

- 6.2.1** In the application of this chapter, the Parties declare their intent to pursue the general objectives stated here under. This declaration of intention is not, however, binding and may not be the object of legal recourse.

- # Strive to harmonize the directions and positions of the Innu tshishe utshimaut and the respective directions and positions of Canada and Quebec, within their jurisdictions, on land management, natural resource management and environmental protection on Nitassinan;
- # Contribute jointly to ensure that the use and protection of the lands and natural resources on Nitassinan respect the rights protected by the Treaty;
- # Contribute jointly to ensure that the use and protection of the lands and natural resources on Nitassinan respect the biodiversity in a spirit of sustainable development;
- # Promote an approach to land management, resource management and environmental protection, that is as integrated as possible i.e. an approach which shall take into account the overall activities and needs of the users of the territory in order to minimize potential conflicts;
- # Promote compatibility between the practice of Innu Aitun and the development of natural resources;
- # Promote the use of the millenary knowledge and expertise of the Innus in land management, natural resource management and environmental protection;
- # Ensure the consultation of First Nations by taking into account their cultural specificities.

6.3 STANDING SECTORAL LIAISON COMMITTEES

- 6.3.1** The Parties agree, as of the signing of the Treaty, to establish a standing sectoral liaison committee for each of the fields mentioned hereunder; these committees represent the forum favoured by the Parties for any discussion relevant to their field.

Canada fields:

- # A single federal sectoral committee shall cover all its fields of jurisdiction.

Quebec fields:

- # Committees shall be established to deal with the environment, wildlife, natural resources and territory, according to that which shall be agreed upon in the complementary agreements.

6.3.2 Composition of the sectoral liaison committees shall be bipartite and of equal representation; it may vary according to the topics discussed. The chairmanship shall be assumed in rotation or be determined by the committee.

6.3.3 The standing sectoral liaison committees shall have the general mandate to:

- #** Ensure the participation of the Parties in the processes identified;
- #** Ensure that the Parties have all the information required;
- #** Ensure that Innu knowledge is considered and used;
- #** Review any special topic upon the recommendation of either Party or of those in charge of the established processes;
- #** Participate in the dispute resolution process provided in Chapter 15;
- #** Complete any other mandate upon the request of the Parties or the Participation Coordinating Body (PCB).

6.4 PARTICIPATION COORDINATING BODY (PCB)

6.4.1 The Parties agree to establish, as of the signing of the Treaty, a genuine participation coordinating body (PCB). This body shall have the primary mandate to facilitate the good operation of the genuine participation of First Nation and their members in land, environment and natural resource management as agreed upon in the Treaty and complementary agreements.

6.4.2 The PCB, except in the case of issues affecting the three Parties, shall sit in two separate chambers, one for issues under the jurisdiction of Canada and the other for issues under the jurisdiction of Quebec.

6.4.3 The composition of the PCB shall be tripartite and of equal representation; the chairmanship shall be assumed in rotation or be determined by the Body.

The composition of each chamber shall be bipartite and of equal representation; the chairmanship shall be assumed in rotation or be determined by the Body.

6.4.4 The PCB shall have, in its field of jurisdiction, the following mandate:

- #** Ensure the framework and good operation of the overall genuine

- participation process;
- #** Propose, when required, desirable amendments to the genuine participation processes of the First Nations and their members in the management of lands, environment and natural resources so that these processes may more appropriately fulfill the principles and objectives of the Treaty;
 - #** Recommend, when required, new sectoral or multisectoral mechanisms for joint action or special manner of participation;
 - #** Ensure that changes in the process related to land and natural resources planning and management do not weaken the participation and consideration of the rights of First Nation and their members;
 - #** Promote a concerted approach between the Innu tshishe utshimaut and the various government authorities in matters of land planning, natural resource development and environmental protection, for this purpose:
 - To promote the consideration and use of Innu knowledge in land and resource management;
 - To ensure that the relevant information be made available to the Parties;
 - To promote, when required, the coordination between several sectoral committees or to recommend to the Parties the creation of ad hoc committees on specific topics;
 - #** To facilitate the good overall operation of the dispute resolution process provided for in Chapter 15;
 - #** To prepare an annual activity report and an update on the participation of the First Nation and their members, in particular on the activities of the sectoral committees;
 - #** To deal with any other topic agreed upon by the Parties.

6.5 TERMS OF REFERENCE

- 6.5.1** The fields in which the Innu tshishe utshimaut shall participate in the decision-making processes under this chapter are lands, forests, migratory birds, marine environment, environmental protection, water, mines, species conservation, protection of habitats and any other field provided for in the Treaty or which the Parties shall determine relevant.
- 6.5.2** This participation shall focus on the following matters when they have an impact on the rights of First Nations and their members:

- #** Enactment of new laws or new regulations or substantial amendment to existing laws or regulations regarding land, environmental and natural resource management;
- #** Enactment of new policies or substantial amendment to existing policies regarding land, environmental and natural resource management;
- #** Implementation of the primary planning processes, in particular the allocation of Crown lands, development of the public territory, structured territories, the management of marine environment, migratory birds and the management and planning of forest resources;
- #** The environmental assessment process for development projects.

6.5.3 The manner in which genuine participation is to be exercised shall be determined in the complementary agreements concluded prior to the signing of the Treaty. This manner may vary according to topics and may differ for Canada and Quebec.

6.5.4 Prior to the signing of the Treaty, the Parties shall agree upon a process to assess the effects of the laws the application of which may create significant adverse effects on the rights of First Nation and their members.

6.5.5 The enactment of laws and regulations governing the commercial aspects of the practice of Innu Aitut shall be governed by the provisions of this chapter.

6.5.6 Canada and Quebec, within their respective jurisdictions, may adopt a law, regulation, policy or program affecting Nitassinan or authorize a project referred to in section 6.6, after having fully considered the positions of the Innu tshishe utshimaut in respect of the rights of First Nation and their members. The decision-making government authorities shall be formally informed of these positions prior to any final decision.

6.5.7 The final decision in matters of planning shall reside with the responsible government or ministers. When a dispute arises, the process provided for in Chapter 15 shall apply. In the event of a final disagreement, there shall be no compensatory measure.

6.5.8 The Parties agree that the fields and terms of application listed in this section may be amended in time so as to adjust to the evolution of the decision-making processes of governments. This evolution may not, however, weaken the participation and consideration of the rights of First

Nations and their members. Any disagreement in this regard may be submitted to the PCB.

6.6 PARTICIPATION IN PROJECTS

6.6.1 Sections 6.6.1.1 to 6.6.1.3 apply to all projects which are subject to an impact study under the *Environment Quality Act*.

6.6.1.1 The genuine participation process related to the development projects shall favour a direct relationship between the proponent and the affected Innu tshishe utshimaut without, however, exempting the Minister from his obligations.

6.6.1.2 In the case of a public hearing, the commission created for the analysis concerning Nitassinan shall include, should the affected Innu tshishe utshimaut so desire, at least one member selected from a list of persons recommended by the Innu tshishe utshimaut.

6.6.1.3 If, by the end of the processes, after all possible efforts of consultation and mitigation have been made, there is no agreement and the government approves the project despite the objections of the First Nations, the proponent shall compensate the First Nations, for the benefit of their members, if their rights have been affected. This compensation shall be established on the basis of the damages sustained through arbitration according to the provisions of Chapter 15.

6.6.2 Projects such as the implementation of a forest management plan, the realisation of a mining project or the creation of structured territories are considered as development projects. They are subject to the genuine participation process and, where they affect any right of First Nations and their members recognized by the Treaty, the First Nations, for the benefit of their members, are entitled to compensation. This compensation shall be established on the basis of the damages sustained by mutual agreement or, failing that, through arbitration according to the proceedings described in Chapter 15.

6.7 ENVIRONMENTAL ASSESSMENT

- 6.7.1** Between this agreement and the signing of the Treaty, Quebec and the First Nations shall agree upon a specific directive setting forth the existence of the Treaty and its consideration and specifying to the proponent certain rules of conduct with respect to the First Nations.
- 6.7.2** Upon the signing of the Treaty, Quebec shall transmit to the Innu tshishe utshimaut all relevant sectoral directives currently used and shall consult the Innu tshishe utshimaut prior to any amendment thereof.
- 6.7.3** Between this agreement and the Treaty, Canada and the First Nations shall agree upon the manner in which participation is exercised in the various environmental assessment processes for any project on Nitassinan which comes under the *Canadian Environmental Assessment Act*.
- 6.7.4** This section is not subject to Chapter 15 regarding dispute resolution.

6.8 CONSULTATION OF THE INNU TSHISHE UTSHIMAUT

- 6.8.1** Canada shall consult the Innu tshishe utshimaut on the formulation of the positions of Canada regarding international discussions or negotiations which may have significant effects on natural resources (fishing, migratory birds or their habitats) mentioned in the Treaty.

6.9 PILOT EXPERIMENT

- 6.9.1** Upon the signing of this agreement, considering the innovative nature of this approach, Quebec shall agree with the First Nations upon a sector where, as a pilot experiment, the genuine participation proceedings prescribed in this chapter shall be implemented on a voluntary and experimental basis.
- 6.9.2** Canada shall agree to conduct a similar pilot experiment in a field of its jurisdiction.

6.9.3 Prior to the signing of the Treaty, the mechanisms and processes shall be assessed by the Parties and, if in the opinion of either Party, this approach is not conclusive, the Parties shall agree upon new manners by which this participation will be ensured in the respect of the rights of the First Nations and their members.

CHAPTER 7

ROYALTY SHARING

- 7.1** The Treaty shall provide that because of the rights recognized in Chapter 3, the Innu tshishe utshimaut are entitled to a share of the royalties collected by Quebec on the natural resources of Nitassinan. This share shall be paid to each First Nation for the benefit of their members.
- 7.2** The definition of this share shall be determined in the Treaty, but shall not be less than 3%.
- 7.3** The list of royalties referred to in this chapter shall be the following:
- #** Net forest royalties;
 - #** Public lands leases;
 - #** Water power : statutory royalty (including an amount equivalent to this royalty in the case of Hydro-Quebec);
 - #** mines : volumetric royalties (surface mineral substances, gas and petroleum);
 - #** wildlife : leases of exclusive rights (outfitting operations and other);
 - #** hunting, fishing and trapping permits.
- 7.4** This list shall be adjusted to take into account the evolution of the structure of royalties collected by Quebec, in particular to add thereto, where relevant, new royalties of similar nature not included in this list.
- 7.5** The Treaty shall provide for the manner in which shall be calculated the royalty share of the First Nations, for the benefit of their members, the territory affected and the sharing.
- 7.6** During a period to be determined, Quebec shall make an inducement payment related to the annual growth of the royalties on natural resources. This payment shall not be taken into account in the assessment of own source revenue for the purposes of determining the self-financing capacity provided for in Chapter 11.

CHAPTER 8

SELF-GOVERNMENT

8.1 INNU CONSTITUTIONS

8.1.1 Each First Nation shall adopt its own Constitution, according to a democratic process.

8.1.2 The Innu Constitutions shall comply with the framework of jurisdictions and powers established in the Treaty. These Constitutions shall cover at least the following matters:

- #** The status and the rules for Innus membership and citizenship;
- #** The selection of leaders;
- #** The exercise of power to enact laws and the composition of the legislative body;
- #** The publication of laws and regulations;
- #** Accountability and the rendering of account;
- #** The rights of appeal and of recourse;
- #** The mechanisms for constitutional ratification and amendment.

8.1.3 Membership rules shall respect vested rights.

8.1.4 The Constitution of each First Nation shall have the status of a fundamental law to which the exercise of powers and jurisdictions of the government authorities of the First Nation shall be subordinate.

8.1.5 The legislative, executive and judicial powers shall be exercised by each First Nations which shall establish its own institutions to exercise the said legislative, executive and judicial powers. These powers may be delegated, in whole or in part, by each of the First Nations to one or more institutions which shall exercise them in their collective interest.

8.2 LEGAL STATUS OF THE FIRST NATIONS

8.2.1 The legal status of each First Nation is recognized by the Treaty. In addition to the exercise of the legislative, executive and judicial powers inherent to their self-government, this status confers on the First Nations the capacity, rights, powers and privileges of a physical person as well as the rights, privileges and immunities of a legal person established in the public interest, which are exercised through their respective Innu tshishe utshimau.

The same shall apply as regards public bodies created under Innu laws, to the extent specified by these laws.

8.3 INNU LEGISLATIVE JURISDICTION

8.3.1 General Power

8.3.1.1 The Treaty shall confirm the power of the legislative assemblies of the First Nations to enact laws on any matter related to the organization, general welfare, development and good government of their communities, members and institutions. The Treaty shall specify that these laws shall not be inconsistent with the provisions of the Treaty and with the Innu Constitutions.

8.3.1.2 The Treaty shall, however, provide that the legislative assemblies may not enact laws on the following matters:

- #** Matters under the legislative jurisdiction of the Parliament of Canada pursuant to section 91 of *the Constitution Act, 1867*, except in the matters listed in section 8.4.4.1;
- #** Immigration;
- #** The establishment of legal persons, except for the purposes of an Innu tshishe utshimau;
- #** Vehicle registrations, transport permits and drivers' licenses;
- #** Compensation for damage covered by a public no-fault indemnification plan;
- #** The manufacture of alcoholic beverages, drugs or medications, subject to subsection 8.4.4.1 xi).

- 8.3.1.3** As regards the matters referred to in section 8.3.1.2, Canada or Quebec, according to their respective jurisdictions and without changing the distribution of jurisdictions provided for in the Treaty, may conclude with an Innu tshishe utshimau any agreement or arrangement required to attain the objectives of the Treaty and to take into account the special circumstances experienced within the First Nations, particularly in the matter of broadcasting in the Innu language.

8.3.2 Heritage

- 8.3.2.1** The Parties agree upon the utmost importance of protecting the Innu heritage and, for this purpose, the Treaty shall contain measures to ensure its protection and development.
- 8.3.2.2** The Innu laws regarding the protection and development of the heritage shall apply on Innu Assi and on the heritage sites owned by the Innus.
- 8.3.2.3** The Parties shall agree, prior to the signing of the Treaty, upon additional powers which may be exercised by the legislative assemblies for the protection of the Innu heritage and upon measures to be initiated to protect and develop this heritage.

These measures may include the ownership, retention and protection of heritage artifacts and archival materials, the procedure respecting archaeological excavations, the development of heritage sites, toponymy and display.

8.3.3 Territorial application of laws

- 8.3.3.1** Innu laws shall apply on Innu Assi and persons thereon. They shall also apply outside of Innu Assi where provided for in the Treaty.
- 8.3.3.2** Innu laws relating to the protection of the authenticity of the Innu heritage shall apply everywhere in Canada and Quebec according to procedures and processes that shall be determined.
- 8.3.3.3** Innu laws relating to the practice of Innu Aitun shall apply to the Innus of First Nations everywhere on the Nitassinan of these First Nations.

- 8.3.3.4** In addition, Innu laws enacted under subsection 8.4.4.1 viii) shall apply to the Innus of First Nations wherever they are outside of Innu Assi, provided that the affected Innus voluntarily agree to their application and that these laws are compatible with the laws in effect in the place in question.

8.4 APPLICATION, PRECEDENCE AND HARMONIZATION OF LAWS

8.4.1. Constitution of Canada

- 8.4.1.1** The Constitution of Canada, including the Canadian Charter of Rights and Freedoms, continues to apply to the Innus, their territories and their Innu tshishe utshimaut.
- 8.4.1.2** Each First Nation may adopt an Innu Charter of Rights and Freedoms which shall bring out its distinctive philosophy, traditions and cultural practices.
- 8.4.1.3** The Innus and their Innu tshishe utshimaut may claim before any court of law or administrative tribunal the protection provided by sections 25 and 35 of the *Constitution Act, 1982*.

8.4.2 Application of the laws

- 8.4.2.1** Subject to the provisions of the Treaty, the laws of general application of Canada and Quebec, including the Charter of Human Rights and Freedoms of Quebec, continue to apply to the Innus, their Innu tshishe utshimaut and territories, subject to the following:
- a) In case of inconsistency between the Treaty and the provisions of a law of Canada or Quebec, or in the text of application of such a law, the Treaty shall prevail to the extent of the inconsistency;
 - b) In case of inconsistency between the Canadian implementation act and the provisions of any other Canadian law, the Canadian implementation act shall prevail to the extent of the inconsistency;
 - c) In case of inconsistency between the implementation act of

Quebec and the provisions of any other law of Quebec, the implementation act of Quebec shall prevail to the extent of the inconsistency.

- 8.4.2.2** The rules concerning the interpretation and validity of federal and provincial laws, in relation to each other, apply, with the required adaptations, to the Innu laws and the laws of Canada or of Quebec, in relation to each other.

In particular, a conflict of laws arises when compliance with a law would constitute a violation of another law and laws are not inconsistent simply because they deal with the same subject.

- 8.4.2.3** However, in a matter referred to in section 8.4.4.1, when an Innu law and a law of Quebec deal with the same subject or issue, the Innu law shall prevail whether or not there is a conflict of laws within the meaning of the second paragraph of section 8.4.2.2.

- 8.4.2.4** Section 8.4.2.3 applies to the *Indian Act* with the exception of Indian status within the meaning of that Act. Canada undertakes to examine the application of section 8.4.2.3 to other provisions of Canadian laws upon which the Parties may agree.

8.4.3 Common law (*jus commune*)

- 8.4.3.1** In matters of private law, the Treaty shall provide that the *Civil Code of Quebec* is the general law but that Innu laws may derogate from it in matters referred to in section 8.4.4.1.

- 8.4.3.2** The rules of private international law contained in Book Ten of the *Civil Code of Quebec* shall be applied as regards the subjects covered therein, with the appropriate adaptations to take into account the provisions of the Treaty.

8.4.4 Precedence of Innu laws

- 8.4.4.1** Without in any way limiting the general power described in section 8.3.1.1, the Treaty shall provide that the Innu laws prevail in the following matters, subject to the Treaty and to agreements concluded thereunder as well as to the implementation legislation of international

conventions:

- i) The organization, administration and internal management of the Innu tshishe utshimaut and their institutions;
- ii) The management of rights and benefits ensuing from the Treaty (including Innu lands and property) ;
- iii) The protection and diffusion of the Innu language, heritage, culture, identity and, in the overall scope of Innu Aitun, the traditional lifestyle of the Innus, except the right to be registered as an Indian under the *Indian Act*;
- iv) The practice by the Innus of hunting, fishing, trapping and gathering, within the framework of Chapter 5, except its practice in salt water and the regulation of trade and commerce and subject to measures for the conservation of the resource, the protection of the habitats and their environment and the preservation of public health and public safety, such as those established by the relevant provisions of the Treaty;
- v) The control and management of Innu Assi, its resources and land tenure (immoveable property, disposition of assets and prescription), including land management, zoning, construction, safety and sanitary conditions of buildings and public places, subject to the special terms and conditions that may be contained in the Treaty;
- vi) The environment regarding any matter or any project whose current and potential effects are limited to Innu Assi;
- vii) Preschool education, elementary and high-school education, including adult education, vocational training, compulsory education and financial student aid;
- viii) Family law including :
 - Marriage, subject to the federal jurisdiction exercised pursuant to the *Federal Law-Civil Law Harmonization Act, No.1*, 49-50 *Elizabeth II*, and particularly section 5 (requiring the consent of the man and the woman),

section 6 (minimum age : 16 years old) and section 7 (monogamy) of the said Act,

- The solemnization of a marriage between Innus, on the understanding that when an Innu and a non Innu marry, the applicable law is the law of the place where the marriage is solemnized,
 - Filiation, adoption, parental authority, child custody, matrimonial regimes and youth protection, successions, wills, including the testamentary capacity of the Innus;
- ix) Peace, safety and public order, subject to the laws on national security and national interest, as well as police and fire brigade services and territorial agents;
 - x) Health agencies and social service agencies as well as early childhood organizations;
 - xi) Traditional medicine, subject to the laws on public health;
 - xii) Income security and last resort assistance;
 - xiii) Labour training and development;
 - xiv) Standards of quality and authenticity of Innu handcraft trade and art trade and protection of the authenticity of the Innu heritage, subject to laws on intellectual property;
 - xv) Any other matter having a significant relation with the identity of the First Nations or having as its object the preservation of Innu indianity or a dominant characteristic of their society;
 - xvi) Any issue arising out of or ancillary to the exercise of jurisdictions provided for in this section;
 - xvii) Any other specific matter or field agreed upon by the Parties between the conclusion of this agreement and that of the Treaty.

8.4.4.2 Notwithstanding section 8.4.4.1, Innu laws may not prevail over the

Canadian laws on environment, labour training and development, criminal law and criminal procedure, protection of intellectual property, radio-communication and telecommunications, as well as prospecting, production, refining and handling of uranium or any other products capable of releasing nuclear energy.

Subsection xv) of section 8.4.4.1 does not confer on legislative assemblies the power to enact laws in matters which, were it not for indians under section 91 (24) of the *Constitution Act, 1867*, would fall under another head of jurisdiction of section 91 of that Act.

Notwithstanding section 8.4.4.1, the legislative assemblies do not have the jurisdiction to enact laws with respect to criminal law and criminal procedure, protection of intellectual property, radio-communication and telecommunications as well as with respect to prospecting, production, refining and handling of uranium or any other products which might release nuclear energy.

- 8.4.4.3** The Parties agree to continue their discussions to assess the possibility that Innu laws apply to all trappers on Nitassinan in accordance with a complementary agreement concluded to this effect.
- 8.4.4.4** They shall also continue their discussions regarding the powers that may be exercised by the Innus with respect to salt water species. They shall also examine the possibility of exclusive harvesting by the Innus as regards species not covered by section 5.4.2 in determined zones. They shall also continue their discussions on the issues relating to labour relations and labour conditions, divorce, name, domicile and residence. The discussions shall also deal with the capacity of individuals so as to specify the powers of the Innu tshishe utshimaut in a spirit of cooperation with the Public Curator of Quebec.
- 8.4.4.5** The Parties agree to examine prior to the signing of the Treaty whether a provision should be included to ensure the priority of Canadian laws of superior national interest.
- 8.4.4.6** The Parties shall address the issue of the harmonization of the laws and activities of the First Nations with the international legal obligations of Canada.

8.4.5 Harmonization agreements

8.4.5.1 Essential elements to be included in agreements on law harmonization shall be agreed upon between the Parties concerned prior to the signing of the Treaty in the following matters:

- #** The practice of Innu Aitun;
- #** The protection of habitats, the use of water and good neighbouring agreements;
- #** Access to Innu Assi for public purposes and for the purposes of the use of navigable waters as well as the rules on development of projects outside of Innu Assi that impact on Innu Assi and vice versa;
- #** Public safety;
- #** Games of chance, video games and amusement devices.

8.4.5.2 Also, in the matters stated hereunder, the Treaty shall provide that the Innu laws shall respect the minimum standards provided for in the laws of Canada or Quebec, unless agreed otherwise by the Parties concerned in order to take into account particular circumstances lived by the First Nations:

- #** Protection and restoration of mining sites;
- #** Petroleum products and equipment;
- #** Protection of forests against devastating agents (fire, insects, disease);
- #** Quality of food products;
- #** Protection of plants and crops (insects, disease, weeds);
- #** Sanitary protection of animals;
- #** Practice of combat sports;
- #** Occupational safety as well as safety in structures and public buildings;
- #** Construction standards for buildings;
- #** Any other matter which may be agreed upon between the Innu tshishe utshimau and the government of Canada or the government of Quebec.

8.4.6 Intergovernmental agreements

8.4.6.1 The Treaty shall provide that the Innu tshishe utshimaut may

conclude with Canada or Quebec, or both, any agreement favouring the implementation of the Treaty or the establishment of harmonious relations between the Parties.

- 8.4.6.2** Such agreements may deal with in particular the harmonization of laws and taxation as well as with the collection of taxes. They may provide for the delegation of the application of a law or regulation, the establishment of joint agencies, the exchange of information and mutual assistance.

CHAPTER 9

ADMINISTRATION OF JUSTICE

9.1 GENERAL PROVISIONS

- 9.1.1** The Treaty shall contain provisions expressing the will of the Parties to put in place, in an orderly and progressive manner, various measures in the field of the administration of justice. These measures shall provide for, on the one hand, the establishment of an Innu justice system which shall be organized in accordance with the parameters described thereunder and, on the other hand, the gradual putting into place of measures for the adaptation of the legal systems of Canada and Quebec to the reality and cultural practices of the Innus.
- 9.1.2** It is agreed that the Parties shall examine, at the time of the first review of the Treaty provided for in Chapter 17, the possibility of enlarging the jurisdiction of the Innu courts in civil, penal and criminal matters.

9.2 INNU JUSTICE SYSTEM

- 9.2.1** The legislative assemblies of First Nations may enact laws to provide for the constitution, maintenance and organization of a tribunal of first instance in charge of the administration of Innu laws, which tribunal shall not be a court within the meaning of section 96 of the *Constitution Act, 1867*.
- 9.2.2** These laws shall provide for matters relating to the method of selection, appointment, mandate, powers and remuneration of the judges as well as those relating to judicial deontology.
- 9.2.3** The judicial institution shall respect the legal principles and guarantees as well as with the legal rights provided for in the Innu Charter and those generally recognized provided for in the Charters of Rights of Canada and Quebec, concerning equity, independence and judicial impartiality.
- 9.2.4** Decisions rendered by the Innu tribunal shall be enforceable in Quebec.

- 9.2.5** The Innu tribunal may act as a court of appeal of the decisions rendered by the administrative bodies of the First Nations whose decisions are of a quasi-judicial nature. However, appeals of the decisions rendered by the Innu tribunal shall take place before the competent courts of Quebec.
- 9.2.6** Upon the request of an Innu tshishe utshimau and in accordance with an agreement concluded to this effect, Quebec may appoint an Innu judge so that he may exercise the powers of a Judge of the Court of Quebec or of one or more justices of the peace. In such case, Quebec may also agree with the Innu tshishe utshimau so that the latter may act as prosecutor as to certain offences provided for in the *Criminal Code*.
- 9.2.7** In case of inconsistency or conflict between the Innu laws and laws of general application of Canada or Quebec in the matter of civil and penal procedure, the latter laws shall prevail to the extent of the inconsistency or conflict.
- 9.2.8** In accordance with the laws relating to procedure, the Innu tshishe utshimau shall have the powers necessary to initiate proceedings in connection with offences provided for in Innu laws.
- 9.2.9** The Innu tshishe utshimaut may implement alternative community mechanisms for dispute resolution that may take the form of mediation, arbitration, non-judicial treatment or justice circles as well as mechanisms for the application of social reintegration programs, according to the provisions set out in the Treaty.

9.3 JUSTICE SYSTEMS OF CANADA AND QUEBEC

- 9.3.1** The competent tribunal of Quebec shall have jurisdiction to hear appeals on offences and disputes relating to Innu laws. It shall also have jurisdiction in first instance with respect to Innu laws in the absence of an Innu tribunal of first instance.
- 9.3.2** The Parties agree, in order to better adapt the legal system of Quebec to the needs of the Innus, to gradually put in place the following measures:
- a) The conduct, if deemed necessary, of court hearings in the various communities of the First Nations;

- b) The raising of awareness of judges, lawyers and other stakeholders of the legal system to the realities of the Innus;
- c) The hiring and training, when possible, of Innus in various responsibilities of the legal system;
- d) The cooperation of Innu community mechanisms responsible for assisting or advising the tribunal in the determination of sentences.

9.4 PUBLIC SAFETY

9.4.1 The legislative assemblies of the First Nations may enact laws to constitute, maintain and organize police corps whose objective shall be in particular:

- a) To meet the needs and priorities of the First Nations;
- b) To apply and enforce Innu laws, the laws of Quebec, the criminal laws and the other laws of Canada within Innu Assi or outside this territory, according to the jurisdictions agreed upon in the Treaty;
- c) To contribute to the administration of justice, to the maintenance of social order and to public safety.

9.4.2 The Innu tshishe utshimaut shall see to obtaining the necessary training to allow Innu police officers to carry out their mandate. The legislative assemblies of the First Nations shall enact laws to ensure the independence, accountability and competency of the Innu police corps and to create a public safety committee.

9.4.3 A complementary agreement shall provide for the rules relating to the inspection of the Innu police corps, the swearing-in of the Innu police officers according to an approach that shall take into account the authority of the Innu tshishe utshimaut and the Innu culture as well as to the development of mechanisms of harmonization between the Innu police corps and the other police corps of Quebec.

9.5 CORRECTIONAL SERVICES, PROBATION SERVICES AND TERRITORIAL AGENTS

9.5.1 The legislative assemblies of the First Nations may enact laws to constitute, maintain and organize a correctional service, a probation service as well as a service regarding territorial agents. Mechanisms of harmonization with the corresponding services of Quebec shall be developed. The Innu tshishe utshimaut may also conclude agreements on these matters with Canada or Quebec.

CHAPTER 10

FINANCIAL ARRANGEMENTS

10.1 CAPITAL TRANSFER

- 10.1.1** Canada shall pay to the First Nations of Mamuitun, for the benefit of the Innus of Mamuitun, a capital transfer amount of \$236 million and of \$23.5 million to the First Nation of Nutashkuan, for the benefit of the Innus of Nutashkuan, in accordance with the provisions to be set out in the Treaty.
- 10.1.2** These amounts shall be adjusted to the date of the Treaty, from January 19, 2000, in accordance with the method used by Canada in similar matters and with the provisions to be set out in the Treaty.

10.2 COMPENSATORY INDEMNITY

- 10.2.1** Quebec shall pay to the First Nations, for the benefit of the Innus, an indemnity in the form of a capital transfer in the following amounts as a compensation for the past developments, including those related to hydroelectric development:
- #** To the Innu tshishe utshimau Pessamit, for the benefit of the Innus of Betsiamites : \$75 million;
 - #** To the Innu tshishe utshimau Essipit, for the benefit of the Innus of Essipit : \$750 000;
 - #** To the Innu tshishe utshimau Piekuakami, for the benefit of the Innus of Mashteuiatsh : \$14.25 million;
 - #** To the Innu tshishe utshimau Nutashkuan, for the benefit of the Innus of Nutashkuan : \$12.5 million.
- 10.2.2** Each of these amounts may be paid, upon the request of the Innu tshishe utshimaut concerned, on the date of the Treaty.
- 10.2.3** Each of these amounts shall bear interest as of January 1st, 2002. The rates of interest shall be established and calculated on a semi-annual

basis. The interest rate shall be equal to the rate of the average effective yield for the half year in question of mid-term bonds of the provinces of Canada as established for that period on the basis of the Average weighted bond yields (Scotia Capital Inc.) Provincial - Mid-term. Interest shall be capitalized at the end of each half-year and shall also bear interest calculated in the same manner. However, this interest shall only be paid at the time of the payment of the indemnity and shall cease to accrue after a period of three years, unless this period is extended with the consent of the Parties concerned.

10.3 UNASSIGNED FUNDS

- 10.3.1** Canada shall finance, by way of a capital transfer, funds in the amount of \$14.5 million for the First Nations of Mamuitun and \$1.5 million for the First Nation of Nutashkuan which funds shall be allocated to purposes that will be set out in the Treaty. These amounts shall be adjusted as of January 19, 2000, in accordance with the method used by Canada in similar matters and with the provisions to be set out in the Treaty.

10.4 TAX EXEMPTION AND IMMUNITY FROM SEIZURE

- 10.4.1** The capital transfer payments provided in this chapter are not subject to any taxation, charge, fees or levy and are not subject, without the consent of a First Nation, to liens, mortgages or other charges, oppositions, levy or seizures.

10.5 LOAN REPAYMENT

- 10.5.1** The First Nations and Canada shall agree in the Treaty upon the terms and conditions of repayment of the loans which they contracted with Canada for the purposes of negotiation.

10.6 RELEASE

- 10.6.1** The Treaty shall include a release by the Innus for the benefit of Quebec and Canada for any damage resulting from any infringement of the rights

recognized in the Treaty in Canada which occurred prior to the date of the Treaty, or, in the case of a right referred to in section 3.3.13, prior to the date of recognition of this right. This release shall affect neither the application of the third paragraph of section 3.3.1, except for the capital transfer payments provided for in this chapter, nor the adjustments provided for in section 3.4.1.

- 10.6.2** However, this release shall not affect the specific land claims of a First Nation submitted as part of the Policy of Canada in this regard prior to the signing of the Treaty. The specific land claims shall be dealt with in accordance with the Policy of Canada regardless of the release described in section 10.6.1.
- 10.6.3** Any legal action regarding the infringement of aboriginal rights still pending at the date of the Treaty and taken against Canada, Quebec or one of its agents or corporations, including Hydro-Quebec and its subsidiaries, in which a First Nation is petitioner Party, shall be permanently withdrawn.
- 10.6.4** The First Nation of Nutashkuan shall also hold harmless Quebec and Hydro-Quebec, up to the amount received as compensation in virtue of section 10.2, from any indemnity or compensation relating to the works of the hydro-electric complex of Churchill Falls outside Quebec, which may eventually become payable to it and with respect to which Hydro-Quebec would have to support the costs either directly or as a shareholder of the Churchill Falls Labrador Corporation, or otherwise.

CHAPTER 11

FINANCING

11.1 SECTORAL TABLE REPORT

- 11.1.1** The provisions of the Sectoral Table Report on financing shall be taken into account in the drafting of the Treaty and complementary agreements, to the extent that they are not inconsistent with this agreement.

11.2 GENERAL PROVISION

- 11.2.1** The Parties agree that the financing of self-government is a joint responsibility. Their common objective is that, with time, when feasible, the First Nations will resort less and less to Canada and Quebec financing.

11.3 FINANCING AGREEMENT

- 11.3.1** Every five years, or at other intervals they might agree upon, the Parties intend to conclude a financing agreement by which funds shall be transferred to the Innu tshishe utshimau to allow, once its own source revenue capacity is taken into account:
- a) The delivery of agreed upon public programs and services to the Innus residing on Innu Assi and, as the case may be, to other persons residing on Innu Assi, at levels reasonably similar to those generally prevailing in neighbouring communities in Quebec;
 - b) The exercise of other responsibilities provided for in the Treaty including the participation of the Innus in the processes relating to the management of lands, natural resources and the environment as set out in the Treaty.
- 11.3.2** The financing agreement or any other complementary agreement shall provide for, as the case may be, the transfer of funds to the Innu tshishe

utshimau for the delivery to the Innus residing outside of Innu Assi of certain agreed upon public programs and services.

11.3.3 The Treaty and the financing agreement shall provide for a mechanism for the rendering of account which will enable relevant Ministers to answer for the use of funds to the Parliament of Canada and the National Assembly of Quebec.

11.3.4 Unless the Parties agree otherwise, the first financing agreement shall take effect on the date of the Treaty.

11.3.5 Upon the negotiation of the financing agreements, the Parties shall consider the following factors to determine the base funding:

- a) The geographic distribution of the population benefiting from the public programs and services referred to in these agreements;
- b) The number and the demographic characteristics of the population benefiting from the public programs and services referred to in these agreements;
- c) The level of financial support to First Nations already granted or provided for by Canada and Quebec;
- d) The agreed upon public programs and services already taken over or to be taken over, including housing, by the First Nations over the entire duration of each financing agreement;
- e) The need to establish reasonably stable, predictable and flexible financing agreements;
- f) The existing budgetary policies in Canada and Quebec;
- g) The efficiency of the provision of the agreed upon public programs and services;
- h) Any other factor agreed upon by the Parties.

11.3.6 Upon the negotiation of the first financing agreement, the Parties shall consider the following factors to determine base funding :

- a) The costs necessary to establish the Innu tshishe utshimaut;
- b) The level, type and state of the existing public utilities and public works;
- c) The level of financial support already granted to the other Quebec First Nations by Canada and Quebec;
- d) Any other factor agreed upon by the Parties

11.3.7 The Parties shall agree upon, among other things, the following in the financing agreements:

- a) The funding for the provision of public programs and services referred to in sections 11.3.1 and 11.3.2;
- b) The funding required for the implementation of the Treaty referred to in Chapter 16;
- c) The mechanisms for annual adjustments to elements, to be determined, of the base funding for the Innu tshishe utshimau;
- d) A mechanism for temporary funding when necessary or in case of significant revenue fluctuations which take time to be reflected in the official data;
- e) Provisions for civil defense and intervention in case of emergency;
- f) Provisions related to the collection and exchange of information and statistics required for the administration of the financing agreement and to ensure the accountability of the Ministers concerned in accordance with section 11.3.3;
- g) Payment procedures;
- h) Dispute resolution procedures;
- i) Procedures for the renewal of the financing agreements;

- j) Any other issue agreed upon by the Parties.
- 11.3.8** At least one year prior to the expiry of the financing agreement, the Parties shall agree to begin discussions for the renewal of the agreement.
- 11.3.9** The Parties shall jointly examine, prior to the conclusion of the Treaty, how to settle the situation where the financing agreement expires before the Parties have reached an agreement on the terms and conditions of its renewal.
- 11.3.10** The Parties may explore prior to the expiry of a financing agreement, the possibility of replacing the funding formula in this chapter with a formula based on an annual payment of a lump sum amount indexed in function of agreed upon parameters.
- 11.3.11** The payment of the amounts transferred by Canada under this chapter shall be paid subject to the appropriation of funds required for this purpose by the Parliament of Canada.

The previous paragraph shall not release Canada from its obligation to recommend to the Parliament of Canada the approval of the funds required to fulfill its undertakings under this chapter.

11.4 OWN SOURCE REVENUE CAPACITY AGREEMENT

- 11.4.1** The Parties shall conclude, prior to the date of the Treaty, an agreement on the own source revenue capacity of Innu tshishe utshimaut, which shall define, in particular, the revenue capacity for each revenue source taken into account, their inclusion rate and the phase-in rates in order to calculate such own source revenue capacity.
- 11.4.2** The own source revenue agreements shall take into account the following:
- a) Transfers from Quebec and Canada may be progressively reduced by the gradual taking into account of the own source revenue capacity of the Innu tshishe utshimaut as agreed to by the Parties;
 - b) The own source revenue capacity of the Innu tshishe utshimaut shall be taken into account in a reasonable manner so as not to discourage

the First Nations from earning own source revenue;

- c) The phase-in rate shall increase gradually to reach 100% within a maximum of xx years following the date of the first own source revenue agreement coming into effect.

11.4.3 Any source of revenue is accounted for in the calculation of own source revenue capacity with the exception of the following sources of revenue:

- a) Capital transfer payments referred to in sections 10.1 and 10.2;
- b) Payments which shall have been received in settlement of specific land claims;
- c) The share of resource royalties coming from Quebec in accordance with Chapter 7;
- d) Amounts transferred provided for in sections 11.3.1 and 11.5.1;
- e) Payments received by the First Nations for the provision of public programs and services other than those agreed upon in section 11.3.1, provided that the community has incurred equivalent expenditures relating to these public programs and services;
- f) Any source of revenue received prior to or following the date of the Treaty, arising out of an agreement, contract or another arrangement with any First Nation prior to the date of the Treaty, which was not taken into account prior to that date and which shall be listed in a Schedule to the Treaty;
- g) Any other source of revenue agreed upon by the Parties in the Treaty.

11.4.4 The agreements regarding own source revenue capacity shall be renewed on a periodic basis in accordance with the provisions to be set out in the Treaty.

11.4.5 The Parties agree to provide the information and documents necessary for the implementation of the own source revenue capacity agreements.

11.5 OTHER PUBLIC PROGRAMS AND SERVICES

- 11.5.1** A First Nation and its members are eligible to participate in the programs established by Canada or Quebec and to receive public services from Canada or Quebec in accordance with the general criteria established for these public programs and services to the extent that these public programs and services are not covered by a financing agreement.

11.6 JOINT TRIPARTITE FINANCIAL COMMITTEE

- 11.6.1** In order to facilitate the administration of the financing agreements and the own source revenue capacity agreements, the Parties agree to create a tripartite financial committee of equal representation. This committee, which shall operate by consensus, shall be mandated to conduct a review of each agreement prior to its expiry and to recommend to the Parties appropriate measures to facilitate the administration thereof.
- 11.6.2** The committee shall issue recommendations to the Parties in the event that exceptional circumstances should arise which would affect the capacity of a First Nation to provide public programs and services referred to in a financing arrangement.

11.7 OTHER PROVISIONS

- 11.7.1** The recognition under the Treaty of a jurisdiction of a First Nation does not entail an obligation by Canada or Quebec to provide funding .
- 11.7.2** The First Nation is accountable to its citizens in accordance with the generally accepted financial accountability standards for governments of a size similar in Canada.

CHAPTER 12

TAXATION

- 12.1** The Treaty shall provide that the legislative assemblies of the First Nations shall have the power to enact laws in the matter of direct taxation according to the provisions to be set out in the Treaty or complementary agreements.
- 12.2** The Treaty or complementary agreements shall provide for the tax treatment of the Innu tshishe utshimaut and their public institutions. This tax treatment may be expressed by mean of immunities, exemptions or tax refunds, in the manner which shall be determined prior to the signing of the Treaty.
- 12.3** The Parties shall conclude complementary agreements on the sharing and collection of taxes. The tax burden of taxpayers and administrative expenses shall be taken into account in the negotiation of such agreements.
- 12.4** The Treaty shall determine the rules of transition between the tax regime provided for by section 87 of the *Indian Act* and the introduction of an Innu tax regime.

CHAPTER 13

SOCIO-ECONOMIC DEVELOPMENT

13.1 GENERAL PROVISIONS

- 13.1.1** In view of the rights recognized to the First Nations in Chapter 3 and the situation of socio-economic catching up most of the First Nations, Canada and Quebec agree that the Treaty shall contain specific measures to allow the First Nations to take an active part in the development and processing of natural resources on Nitassinan.
- 13.1.2** For this purpose, Quebec and Canada, within their respective jurisdictions, shall undertake to take measures facilitating the participation of First Nations and their members in the activities of commercial fishing, in the development of outfitting operations, in the development and exploitation of forest resources and in the development of hydroelectric resources, according to the provisions set out in this chapter.
- 13.1.3** The Parties shall agree that the conditions and rules governing the exploitation of natural resources on Nitassinan shall be the same for all users but that measures specific to the First Nations and their members may be agreed upon in the complementary agreements.
- 13.1.4** The provisions of the Sectoral Table Report shall be taken into account in the drafting of the Treaty and complementary agreements to the extent that they are not inconsistent with this agreement.
- 13.1.5** These measures are intended to enable First Nations to bring themselves up, when required, to the level of socio-economic development of neighbouring communities.

13.2 COMMERCIAL FISHING

- 13.2.1** Canada and the First Nations have reached an agreement for the purposes of access to commercial fishing of marine species.

- 13.2.2** The Parties shall undertake, according to their respective jurisdictions, to agree, prior to the signing of the Treaty, on measures facilitating the exploitation, development, and processing of marine species.

13.3 OUTFITTING OPERATIONS

- 13.3.1** Quebec shall undertake to promote the acquisition of property or to set aside territories for the development of two or three outfitting operations with exclusive rights for each of the First Nations.
- 13.3.2** The Parties shall undertake to agree prior to the signing of the Treaty on a plan and timetable for the acquisition or identification of the territories for each of the First Nations.
- 13.3.3** The Parties shall agree in a complementary agreement upon the terms of acquisition, identification of territories and financing.
- 13.3.4** The maintaining of these outfitting operations shall be subject to the compliance with the conditions of their establishment, including the objectives for their occupancy rate established in a complementary agreement. However, no rent shall be payable where the lease of this outfitting operation is held by a First Nation.

13.4 FOREST

- 13.4.1** Quebec shall undertake to make available to the Innu tshishe utshimaut the following volumes of lumber:
- #** 250 000 cubic metres to the Innu tshishe utshimau Piekuakami
 - #** 250 000 cubic metres to the Innu tshishe utshimau Pessamit
 - #** 100 000 cubic metres to the Innu tshishe utshimau Essipit
 - #** 250 000 cubic metres to the Innu tshishe utshimau Nutashkuan*
(*already made available as part of an agreement with the neighbouring municipalities)
- 13.4.2** Quebec shall undertake that these volumes of lumber shall be of good quality in order to ensure profitability.
- 13.4.3** Quebec shall undertake to agree prior to the signing of the Treaty upon a timetable for the availability of the volumes of lumber.

- 13.4.4** The volumes of lumber provided for in this chapter may be exploited according to the silvicultural methods determined by the Innu tshishe utshimaut, which methods shall be at least equivalent to Quebec standards. Any resulting reduction of yields shall be the responsibility of the Innu tshishe utshimaut and any increase in yields shall be for the benefit of the Innu tshishe utshimaut.

13.5 HYDROELECTRIC RESOURCES

- 13.5.1** Quebec shall undertake to set aside for the exclusive use of the First Nations of Mashteuiatsh, Essipit and Betsiamites a volume of energy of 30 MW, distributed among them, for the development of hydroelectric resources located on Nitassinan outside of Innu Assi, derived from power stations of 50 MW or less, when the moratorium on the construction of such power stations shall be lifted.
- 13.5.2** Quebec shall undertake to give priority to the First Nation of Nutashkuan on the development of hydraulic power of 50MW and less located on the Innu Assi of Nutashkuan. The neighbouring municipalities may participate in this development should they so desire.
- 13.5.3** Quebec shall agree that the volume set aside shall not prevent the First Nations from being partners in other hydroelectric projects.
- 13.5.4** Quebec and the Innu tshishe utshimaut concerned shall agree in a complementary agreement on provisions and on the manner of the implementation of the agreed upon hydroelectric projects.
- 13.5.5** The Parties agree to establish, prior to the signing of the Treaty, a list of the potential sites that may be set aside for development by the First Nations.

13.6 SPECIAL PURPOSES FUND

- 13.6.1** The Parties shall agree to implement a tripartite special purposes fund that may total up to \$35 million to which public and private investors may contribute. The contributions of each of the Parties to this fund shall be equal.

- 13.6.2** The Parties shall agree to identify, prior to the signing of the Treaty, the terms and origin of each contribution and to agree upon a business plan, a framework of operation and terms of implementation of the fund.

13.7 PUBLIC PARTNERSHIP

- 13.7.1** The Parties shall undertake to make possible the participation of First Nations and their members as partners in the major economic projects of the government or Crown corporations in Nitassinan.
- 13.7.2** The terms for the investment and participation of First Nations and their members shall be determined by agreement between the interested Parties.

13.8 PARTNERSHIP WITH PRIVATE ENTERPRISE

- 13.8.1** Quebec and Canada shall undertake to promote through incentive measures the participation of First Nations and their members in significant private sector natural resources development and processing projects.
- 13.8.2** The nature of the incentives and the manner of the participation of the First Nations and their members in these development projects shall be determined by agreement between the interested Parties.

13.9 JOB CREATION MEASURES

- 13.9.1** The Parties agree that, in order to accelerate the socio-economic development of First Nations and their members, measures relating to training and employment development must be put in place.
- 13.9.2** Canada and the Innu tshishe utshimaut shall agree, prior to the signing of the Treaty, upon the financing of measures to promote the employability of the Innus in the fields of activity relating to natural resources and any other fields of activity agreed upon between the Parties.
- 13.9.3** Quebec shall undertake to support, as part of its responsibilities in employment and education, the measures referred to in section 13.9.2.
- 13.9.4** A program of affirmative action or assistance to enterprises (subsidy or

tax credit) shall be established by Quebec to give to the Innus priority in hiring in enterprises exploiting the natural resources of Nitassinan and their subcontractors. These measures will be directed at enabling the First Nations to catch up to the level of socio-economic development of the neighbouring communities.

13.10 FOLLOW-UP COMMITTEE

- 13.10.1** The Parties shall agree to establish a follow-up committee which shall assess the results of the agreed upon measures for socio-economic development.

CHAPTER 14

ELIGIBILITY AND ENROLMENT

14.1 ELIGIBILITY CRITERIA

- 14.1.1** Prior to the signing of the Treaty, the Parties shall specify the eligibility criteria for Innus to be Treaty beneficiaries.

14.2 ENROLMENT UNDER THE TREATY

- 14.2.1** Enrolment under the Treaty:
- a) Shall not confer or deny the rights of entering Canada, Canadian citizenship, the right to be registered as an Indian under the *Indian Act*, or any other right or benefit under the *Indian Act*;
 - b) Except as stated in the Treaty or any other law of Canada or Quebec, shall not impose any obligation on Canada or Quebec to grant rights or benefits.

14.3 OTHER LAND CLAIMS AGREEMENT

- 14.3.1** An individual who is enrolled under another land claims agreement in Canada may not at the same time be enrolled under the Treaty.
- 14.3.2** An individual enrolled under another land claims agreement in Canada may apply to enroll under the Treaty, but if his or her application is accepted, that individual must withdraw from enrolment under the other land claims agreement.
- 14.3.3** If the Enrolment Committee determines that an individual who is enrolled under another land claims agreement in Canada meets the eligibility criteria, the individual will be conditionally enrolled, and the individual's enrolment will be effective when the individual ceases to be enrolled under the other land claims agreement.

- 14.3.4** If an individual who has been conditionally enrolled does not demonstrate, within 60 days after receiving written notification by the Enrolment Committee, that he has ceased to be enrolled under the other land claims agreement, the Enrolment Committee will remove that individual's name from the enrolment register.

14.4 APPLICANT

- 14.4.1** An individual may, on his own behalf, or on the behalf of a minor, or of an adult whose affairs he has the legal authority to manage:
- a) Apply to the Enrolment Committee for enrolment as a member of a First Nation;
 - b) Appeal a decision of the Enrolment Committee to the Enrolment Appeal Board;
 - c) Seek judicial review of a decision of the Enrolment Appeal Board.

14.5 ENROLMENT COMMITTEE

- 14.5.1** The Enrolment Committee is a committee established by the First Nations and governed by enrolment rules adopted by them.
- 14.5.2** The Enrolment Committee shall be established by the Innu Party not later than fifteen days following the entering into force of the Treaty. The Enrolment Committee shall be comprised of four members, namely one individual from each First Nation and selected by the First Nation according to the terms and conditions to be defined by the Parties prior to the signing of the Treaty.
- 14.5.3** The Enrolment Committee shall establish and publish its own rules of procedure.
- 14.5.4** During the initial enrolment period, the First Nations shall notify Canada and Quebec of the names of the individuals appointed to the Enrolment Committee.

14.6 APPLICATION FOR REMOVAL FROM THE ENROLMENT REGISTER

- 14.6.1** If an Innu member, or an individual having legal capacity to manage the affairs of another Innu member, applies to have the Innu member's name removed from the enrolment register, the Enrolment Committee will remove the Innu member's name and will notify the individual who made that application.

14.7 ENROLMENT APPEAL BOARD

Appeals

- 14.7.1** An applicant, a Party or a First Nation may appeal to the Enrolment Appeal Board any decision of the Enrolment Committee on the enrolment of an applicant.

Establishment of the Enrolment Appeal Board

- 14.7.2** On the effective date of the Treaty, the First Nations, Canada and Quebec will establish the Enrolment Appeal Board, the composition of which is to be determined.
- 14.7.3** The Enrolment Appeal Board shall establish its own procedure and time limits.

14.8 JUDICIAL REVIEW

- 14.8.1** The decision of the Enrolment Appeal Board may be subject to a judicial review before an appropriate judicial authority in any one of the following cases:
- a) If it acted without jurisdiction, refused to exercise its jurisdiction or acted beyond it;
 - b) If it did not respect the rules of natural justice;
 - c) If the decision is tainted with an error of law, whether or not manifest on the face of the record;
 - d) If it based its decision on an erroneous finding of fact drawn in an

abusive or arbitrary manner or without regard to elements before it.

- 14.8.2** The judicial authority hearing the case in application of section 14.8.1 may dismiss the application for judicial review or set aside the decision of the Enrolment Appeal Board and refer the case back to the Enrolment Appeal Board so that it may make a decision in compliance with the judicial authority's instructions.
- 14.8.3** If the Enrolment Appeal Board refuses to hear or decide an appeal or omits to do so, the appellant, the applicant or the Party may apply to the appropriate judicial authority to obtain an order requiring the Enrolment Appeal Board to hear or decide the appeal in accordance with the judicial authority's instructions.
- 14.8.4** The application for judicial review must be made within forty-five days of service of the decision of the Enrolment Appeal Board.

14.9 FINANCING

- 14.9.1** During the initial period, Canada and Quebec, according to what will have been agreed upon between them, shall assume the costs related to eligibility and enrolment as well as the expenses of the Enrolment Committee and the Enrolment Appeal Board.

14.10 DISSOLUTION OF THE ENROLMENT COMMITTEE AND THE ENROLMENT APPEAL BOARD

- 14.10.1** The Treaty shall include more specific provisions regarding the role of the Enrolment Committee and the role of the Enrolment Appeal Board prior to and after the initial enrolment period.
- 14.10.2** Prior to the signing of the Treaty, the First Nations shall determine who shall be the official depository of the enrolment register and the role such depository shall play.
- 14.10.3** Upon their dissolution, the Enrolment Committee and the Enrolment Appeal Board will remit to the First Nations their records and documents, in whatever form or on whatever medium they may be.

CHAPTER 15

DISPUTE RESOLUTION

15.1 GENERAL PROVISIONS

- 15.1.1** The Parties shall undertake in the Treaty to attempt to settle their disputes in a spirit of reconciliation, cooperation and harmony.
- 15.1.2** The Parties shall favour the settlement of disputes through informal discussions without having to resort to the provisions of this chapter.
- 15.1.3** In the application of the provisions of this chapter, the Parties shall undertake to negotiate in good faith and make all reasonable efforts to find a solution to their dispute.

15.2 APPLICATION

- 15.2.1** This chapter applies to the settlement of any dispute which arises in the application and interpretation of the Treaty, unless the latter contains different provisions.
- 15.2.2** This chapter also applies to any dispute arising in the application and interpretation of a complementary agreement to the extent the agreement so provides.
- 15.2.3** The Treaty and complementary agreements may provide time limits that are different from those provided for in this chapter.

15.3 JOINT REVIEW

- 15.3.1** If a dispute is not resolved through informal discussion, a Party may resort to the joint review procedure provided for in sections 15.3.2 to 15.3.11.

- 15.3.2** The joint review of the dispute by the Parties concerned shall be conducted by the joint committee provided for in the Treaty or provided for, if any, in a complementary agreement or, failing that, by an ad hoc committee composed equally of representatives of each of the Parties affected by the dispute.
- 15.3.3** The joint review procedure shall be initiated by a notice in writing transmitted by the Party requiring it. This notice shall specify the object of the dispute and the relevant provisions of the Treaty or of the complementary agreement. It shall also contain a summary of the facts relating to the dispute according to the Party sending the notice as well as the conclusions that party seeks.
- 15.3.4** The joint review procedure shall commence within ten days following the transmission of the notice.
- 15.3.5** The Parties participating in the joint review procedure shall exchange all information necessary to attempt to settle the dispute.
- 15.3.6** Unless of a public nature, the information and documents exchanged between the Parties during the joint review procedure shall be confidential, unless the Parties agree otherwise.
- 15.3.7** During the joint review, a Party may request that a technical opinion be sought from an independent third party. The Parties shall then attempt to agree on the selection of this expert, failing which, each Party may request the technical opinion from an independent expert of its choice.
- 15.3.8** The expert shall provide his technical opinion within fifteen days, unless the Parties agreed on another time limit.
- 15.3.9** A technical opinion does not bind the Parties.
- 15.3.10** Where the dispute deals with an issue intimately related to the Innu culture or Innu heritage, a Party may request the opinion of Innu Elders. This opinion shall not bind the Parties and shall be provided within fifteen days, unless the Parties agreed on another time limit.
- 15.3.11** The joint review procedure shall terminate when one of the following events occurs:
- #** The Parties agree on a settlement of the dispute;
 - #** One of the Parties resorts to mediation;

Sixty days have elapsed since the initial application for joint review, unless the Parties agreed to extend this time limit.

15.4 MEDIATION

- 15.4.1** In the interval between the thirtieth day following the application for joint review and the fifteenth day following the end of this procedure, a Party may request that the dispute be submitted to mediation.
- 15.4.2** Mediation shall be entrusted to the person who has been selected by mutual agreement of the Parties to act as mediator under this chapter. The Parties may however agree to entrust mediation of a dispute to another person.
- 15.4.3** The mediator shall meet the Parties within fifteen days to assist them in settling the dispute.
- 15.4.4** The Parties to the mediation procedure shall make available to the mediator all relevant information to facilitate mediation. The Parties to mediation and the mediator shall protect the confidentiality of all confidential information or documents.
- 15.4.5** Mediation may not last more than fifteen days, unless the Parties to the dispute and the mediator agree otherwise.
- 15.4.6** The mediator may, of his own initiative, issue to the Parties one or more non-binding recommendations in writing.
- 15.4.7** Upon the request of one of the Parties to mediation, the mediator may issue one or more non-binding recommendations in writing.
- 15.4.8** Unless agreed otherwise by the Parties to the dispute, mediation and the recommendations of the mediator shall be confidential, but one Party may make them public following a notice of fifteen days to the other Party.
- 15.4.9** The mediation procedure shall be without prejudice to the rights and claims of the Parties.
- 15.4.10** If, following the recommendation of the mediator, the Parties agree upon a settlement, they shall give effect to it as expeditiously as possible.

15.5 ARBITRATION

- 15.5.1** Recourse to arbitration is solely limited to those cases which are expressly provided for in the Treaty or upon which the Parties have agreed to resort to arbitration.
- 15.5.2** In the case where arbitration deals with the determination of a compensation with respect to a development project, the proponent and the affected Innu tshishe utshimau shall be the Parties to the arbitration. They shall select an arbitrator from the list provided for in section
- 15.5.3** The Parties to a dispute submitted to arbitration shall, within fifteen days of the referral, attempt to select an arbitrator from a list that the Parties to the Treaty shall have previously established. If the Parties cannot agree on the selection of the arbitrator, they shall apply to the Chief Justice of the Superior Court so that he may appoint an arbitrator from that list.
- 15.5.4** The provisions dealing with arbitrations contained in Book VII of the *Quebec Code of Civil Procedure* shall apply with the appropriate adaptations to the arbitration procedure, subject to the provisions of the Treaty.
- 15.5.5** In the case provided for in section 3.3.13, the arbitrator shall first act as mediator. If, after mediation, the Parties still do not agree, the arbitrator shall act as "amiable compositeur" and shall establish the effects and manner in which the aboriginal right recognized by the court is to be exercised, which shall be incorporated in the Treaty taking into consideration the rights provided for the Treaty and preserving the balance in the relations between the Parties. The power of the "amiable compositeur" shall include the power to adapt texts.
- 15.5.6** An arbitration award shall be final and shall bind the Parties.
- 15.5.7** A Party may, however, apply to the Superior Court for a judicial review of the arbitration award on the grounds that the arbitrator acted without jurisdiction, exceeded his jurisdiction, refused to exercise his jurisdiction, has not observed procedural fairness, rendered a decision tainted with an error in law or based his decision on an erroneous finding of facts drawn in an abusive or arbitrary manner.

15.6 JUDICIAL PROCEEDINGS

- 15.6.1** A Party may not commence judicial proceedings before the Superior Court of Quebec on a dispute until after the procedures of joint review and mediation provided for in this chapter have been exhausted.

15.7 COSTS

- 15.7.1** Except as provided in the Treaty, each Party shall bear its costs relating to the application of this chapter. The Parties shall equally share the other costs.

CHAPTER 16

IMPLEMENTATION OF THE TREATY

16.1 IMPLEMENTATION PLAN

16.1.1 The Treaty shall provide for the necessity of an implementation plan jointly developed by the Parties and approved by them.

This plan shall deal in particular with the following items:

- #** For each obligation, undertaking, activity and project, identify what must be carried out, including the responsibilities to be assumed by each Party;
- #** Establish priorities of realization;
- #** Determine the measures necessary for the execution of each obligation, undertaking, activity and project;
- #** Give priority to enrolled Innus in the carrying out of tasks arising out of the Treaty;
- #** Indicate the terms of financing required for the implementation of the Treaty during an initial period, to be determined by the Parties prior to the signing of the Treaty, following its ratification and determine the extent to which the Parties should participate in it;
- #** In the establishment of this financing, take into consideration the objectives the Parties may agree upon, prior to the signing of the Treaty;
- #** Include a communications strategy directed at making the public aware of the contents of the Treaty and of the implementation plan as well as the financing inherent to this strategy.

16.1.2 The implementation plan shall not create obligations unless the Parties agree otherwise.

16.2 IMPLEMENTATION COMMITTEE

16.2.1 Within forty-five days following the date of the Treaty, a Treaty implementation committee shall be constituted.

16.2.2 The composition, operating procedure and responsibilities of the implementation committee shall be determined by the Parties prior to the

signing of the Treaty.

16.2.3 Any decision of the implementation committee must be unanimous.

16.2.4 The implementation committee shall have in particular the following duties:

- #** Supervise the implementation of the Treaty;
- #** When it considers it necessary, review the timetable or allocation of resources within the implementation plan after having obtained the consent of the Parties to the plan when such a review calls for an amendment to the implementation plan;
- #** Prepare an annual public report regarding the implementation of the Treaty and the issues of concern to the members of the committee;
- #** Monitor the application of the implementation plan and ensure that the obligations, undertakings, activities and projects are implemented in accordance with the plan;
- #** Except if the members of the committee agree upon another time limit, effect a study on the application of the implementation plan at the end of the first period of five years;
- #** Make recommendations to the Parties as regards the financing necessary for the implementation of the Treaty with a view to the renewal of a financing agreement.

16.2.5 The implementation plan shall provide for the costs relating to the implementation and the sharing of responsibilities and obligations between the Parties.

16.3 LUMP SUM FINANCING

16.3.1 Prior to the signing of the Treaty, the Parties may explore the possibility that the Innu tshishe utshimaut receive a global lump sum payment to cover all of the costs of implementing the Treaty, in lieu of the funding method provided for in this chapter.

16.4 IMPLEMENTATION TRAINING

16.4.1 Upon the ratification of this agreement, given the utmost importance of building the capacities of the Innus, the Parties shall conduct a preliminary study on the training needs of the Innus as regards the implementation of the Treaty.

- 16.4.2** The Parties shall strive to fully use existing programs to fulfill these needs so as to allow the Innus to benefit from the economic impacts arising from the Treaty as soon as it comes into effect. If needed, the Parties shall endeavour to reorient programs in order to attain this objective.

CHAPTER 17

AMENDMENT AND REVIEW OF THE TREATY

17.1 AMENDMENT OF THE TREATY

- 17.1.1** An amendment to the Treaty may be agreed upon between the Parties at any time, even outside of the Treaty review periods specified in section 17.2.
- 17.1.2** Except when a provision of the Treaty specifies that an amendment requires only the consent of the First Nations and that of Canada or Quebec, all amendments to the Treaty require the consent of the three Parties.
- 17.1.3** The Treaty shall determine the manner in which each Party may express its consent to an amendment to the Treaty.
- 17.1.4** An amendment to the Treaty shall take effect on the date agreed upon between the Parties to the amendment.

17.2 REVIEW OF THE TREATY

- 17.2.1** The Treaty is permanent and cannot be amended unilaterally.
- 17.2.2** The Treaty shall however be reviewed on a periodic basis. Upon this review, the Parties shall determine whether the Treaty should be amended to take into account new circumstances which have significant effects on its provisions. However, the review procedure is not intended to call into question the very foundations of the Treaty.
- 17.2.3** The review may deal with all or part of the Treaty and particularly with the effects and manner in which aboriginal rights, including aboriginal title, of each First Nation are to be exercised. The following matters shall however be excluded from the application of this section:
 - a) Capital transfer provided for in section 10.1;
 - b) Compensation funds provided for in section 10.2;

c) Unassigned funds provided for in section 10.3;

d) Economic development funds provided for in section 13.6.

17.2.4 If the Parties agree to renegotiate all or part of the Treaty, they shall undertake to negotiate in good faith.

17.2.5 The Treaty shall be subject to a first review in the seventh year following its coming into force. The second review shall be conducted in the seventeenth year following its coming into force. Thereafter, the reviews shall take place every twenty years.

17.2.6 The First Nations may request a special review of the chapter of the Treaty dealing with self-government in the following circumstances:

Another First Nation was awarded, through a land claims agreement which has come into force or through an Act of the Parliament of Canada, legislative powers substantially more extensive than those provided for in this Treaty; and

More than three years remain until the date set for the next review of this Treaty.

17.2.7 The First Nations may also request a review of the Treaty in the cases specified in sections 3.3.11 and 3.3.12 of the Chapter on General Provisions.

17.2.8 The review process shall be initiated, at the time provided for, on the request of one of the Parties. The other two Parties shall respond to this request with all due diligence.

17.2.9 Each Party shall appoint as a representative a person who is not normally actively involved in the implementation of the Treaty.

17.2.10 The Parties shall make all efforts required so that the review process is completed within a period of twelve months.

CHAPTER 18

RATIFICATION OF THE AGREEMENT-IN-PRINCIPLE AND OF THE TREATY

18.1 RATIFICATION OF THE AGREEMENT-IN-PRINCIPLE

- 18.1.1** This agreement shall be submitted to the Parties for ratification once it is initialled by the negotiators.
- 18.1.2** This agreement shall be ratified by the signature of the Innu Chiefs, authorized for this purpose by a resolution of their Council. A consultation and information process shall be put in place by each of the First Nations.
- 18.1.3** This agreement shall be ratified by Quebec when it shall bear the signature of the Minister authorized for this purpose by the government of Quebec.
- 18.1.4** This agreement shall be ratified by Canada when it shall bear the signature of the Minister authorized for this purpose by the government of Canada.
- 18.1.5** Once ratified, the Parties agree to continue negotiations with a view to the conclusion of a Treaty on the basis of this agreement.
- 18.1.6** The Parties shall jointly agree on the appropriate time to make this agreement public.

18.2 RATIFICATION OF THE TREATY

- 18.2.1** The Treaty shall be ratified by the Innus within the framework of a referendum held within each of the First Nations.
- 18.2.2** The Parties shall agree in the Treaty upon the other modalities of its ratification and implementation.
- 18.2.3** The general timetable for the ratification of the Treaty shall be established by the Parties as soon as it is initialled by the negotiators.

CHAPTER 19

TRANSITIONAL MEASURES

- 19.1** Upon the signature of this agreement, Canada and Quebec, within their respective jurisdictions, shall take the transitional measures considered necessary to prevent any infringement of the rights and interests provided for in this agreement according to the various land allocations and socio-economic development measures agreed upon, and to prepare for the implementation of the Treaty.
- 19.2** These transitional measures may deal in particular with the prevention of land-transfers, of the awarding of new rights or leases or the carrying on of any other activities which may prejudice the implementation of the provisions of the Treaty.
- 19.3** All acquisitions required to give effect to the Treaty shall be carried out by Canada or Quebec, as applicable, prior to the coming into force of the Treaty.
- 19.4** These measures may also provide for acquisitions or other arrangements to facilitate the implementation of the measures provided for in the chapter on Socio-economic Development as well as the implementation of the training measures required to prepare the Innus to implement the Treaty and fully benefit from its effects.
- 19.5** Particular transitional measures may be taken for each of the First Nations.
- 19.6** In parallel to the pilot experiments provided for in section 6.9, Canada and Quebec, within their respective jurisdictions, shall promote, on a voluntary basis, the participation of the First Nations and their members in the management of the lands, the environment and the natural resources by applying, when feasible, the procedures agreed upon during the negotiations and which shall be the subject of complementary agreements in accordance with the chapter on genuine participation.
- 19.7** The First Nations, for their part, shall ensure compliance with the conservation measures and arrangements currently in place regarding the practice of Innu Aitun, in particular with regard to species considered sensitive.
- 19.8** Matters agreed upon in the interval between this agreement and the coming into force of the Treaty may also be the subject of transitional measures.

19.9 The Party which has implemented transitional measures may terminate them in any one of the following circumstances:

- #** One of the Parties to this agreement has announced its intention not to pursue its implementation;
- #** A period of two years has elapsed since the signing of this agreement and a six-month notice has been given to the other Parties.

SCHEDULE 4.1

SCHEDULE 4.2

SCHEDULE 4.2²

Innu Assi

Mashteuiatsh

Actual reserve (15.24 km²)

Railway right of way (0.25 km²)

Note : to be evaluated by the federal government (possible exchange).

Extension adjoining the reserve up to Highway 169 (4 km²)

Part of Pointe-Racine and islands (6.8 km²)

Note : terms to be agreed upon.

Lac Ashuapmushuan (134 km²)

Lac Onistagan

Note : Site for heritage purposes; area of less than 7km² to be determined.

Essipit

Actual reserve (86.25 hectares)

Area adjoining the reserve (40.9 km²)

Renewal by the Innu governments of the economic rights in use :
concrete installation, blueberry land leases, CAAF.

Ensured access to adjoining lands (zecs, wharf...)

Pipounapi Area (4.5 km²)

Pointe Sauvage Area (2.6 Km²)

Note : the chapel shall be in concurrent pro-indiviso ownership with the Municipality of Les Escoumins. The protection of its heritage nature shall be mutually agreed upon. Also, the road signage towards Essipit placed in the RCM of Haute-Côte-Nord shall be reevaluated to make sure it is adequate.

* The information provided in brackets are approximate

Betsiamites

Actual reserve (255.40 km2)

Extension adjoining the actual reserve within the Raffeix country (50 km2)

Îlets-Jérémie (0.14 km2)

Note : Site for heritage purposes; terms to be agreed upon.

Nisula Site of lac de la Cassette (1.05 km2)

Note : Site for heritage purposes; Regulations concerning a belt zone around the site in order to complement the heritage protection.

Grave site at the Waymashtagan portage (0.22 km2).

Note : Site for heritage purpose; Regulations governing the remainder of the site in order to complement the heritage protection (2.8 km2).

Nutashkuan

Actual reserve (20.63 hectares)

Territory adjoining the reserve (2 507.09 km2)

Note : the territory of the Municipality of Natashquan shall include the non organized territory adjoining to its current boundaries, northerly up to Innu Assi and westerly up to the municipality of Aguanish.

SCHEDULE 4.6

Schedule 4.6

Heritage sites on Crown Lands

Mashteuiatsh

Lac Onistagan (595 km²)

Péribonka and Manouane rivers (2 km²)

Lac Alex (123 km²)

Note : Discussions to be conducted with the ZEC.

Lac Tchitogama (0.6 km²)

Lac Connelly (6 km²)

Mistassibi Nord-Est (16 km²)

Lac des Cygnes (40 km²)

Lac aux Rats (7 km²)

Lac Élane (15 km²)

Lac au Foin (79 km²)

Heritage site project (in discussion)

Lac aux Écorces

* Heritage sites that stays as public domain land and that will be protected by terms to be agreed upon.

Betsiamites

In the case of these sites: as a general rule, the boundary is 1 kilometer on each side of the banks of the bodies of water. Protection shall be mutually agreed upon and regulations may not be unilaterally amended.

- # Betsiamites River upstream from the Pipmuacan reservoir - (656 km²) and to the south to the St-Lawrence River (147 km²)
- # Hart Jaune River and Petit lac Manicouagan (855 km²)
- # Laval, Mistassini, Godbout, Franquelin, and English salmon rivers (652km²)

Nutashkuan

To be determined before the signing of the Treaty.

SCHEDULE 4.7

Schedule 4.7

Parks

Mashteuiatsh

Monts Otish (2 945 km²)

Lac Connelly (72 km²)

Western part of the Pointe-Taillon Park and Bouliane Island (25 km²)

Note : Management system to be agreed upon between the Parties.

Betsiamites

Monts Otish (4 044 km² or 3 679 km² depending on the status of the lake)

Note : the question as to whether Lac Plétipi shall be included remains to be assessed.

Monts Groulx (1 264 km²)

Note : Agreement is possible on a regional park either with the Regional County Municipalities or adjoining the park of the RCMs. The conditions governing protection in the eventual exploitation of natural resources are to be agreed upon. The final area and location are to be discussed.

Nutashkuan

To be determined before the signing of the Treaty.