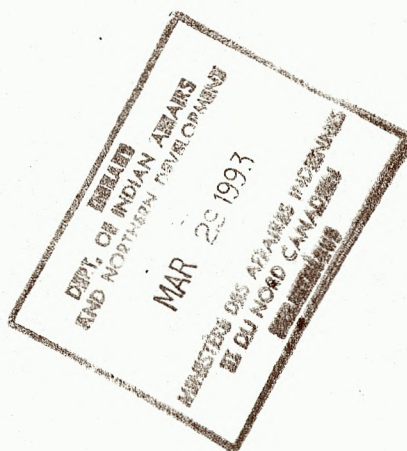


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EXTRACTS FROM
JAMES BAY AGREEMENT

PREPARED BY THE REGIONAL OFFICE,
QUEBEC REGION, D.I.A.N.D., I.&E.A. PROGRAM



January 23, 1976.

JAMES BAY AGREEMENT

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PRINCIPAL PROVISIONS

SECTION 2

- 2.1 CREES AND INUIT, INCLUDING THOSE OF PORT BURWELL (2.3),
2.3 SURRENDER ALL CLAIMS IN QUEBEC (INUIT OF PORT BURWELL ALSO
SURRENDER CLAIMS IN N.W.T.) IN CONSIDERATION OF RIGHTS,
BENEFITS AND PRIVILEGES GRANTED UNDER THE AGREEMENT.
- 2.4 ALL ON-GOING OR FUTURE LEGAL PROCEEDINGS RELATED TO THE
2.9.7 JAMES BAY PROJECT ARE SUSPENDED DURING THE TRANSITIONAL
PERIOD.
- 2.5 CANADA AND QUEBEC WILL SEEK SUITABLE LEGISLATION WITHIN
TWO (2) YEARS, AT MOST, TO ENACT THE AGREEMENT. THIS
LEGISLATION SHALL PREVAIL IN CASE OF INCONSISTENCY OR
CONFLICT WITH OTHER FEDERAL OR PROVINCIAL LAWS.
- 2.7 CANADA AND QUEBEC SHALL TAKE TRANSITIONAL MEASURES
CONTAINED IN THE AGREEMENT DURING THE PERIOD WHICH WILL
RUN UNTIL THE COMING INTO FORCE OF THE FEDERAL AND PRO-
VINCIAL LEGISLATION OR DURING THE NEXT TWO (2) YEARS.
- 2.9.1 AS A FIRST TRANSITIONAL MEASURE, THE LANDS SELECTED (SEE
SECTIONS 4 AND 5) AS CATEGORY I WILL BE DEALT WITH BY
QUEBEC AS THEY WILL BE ONCE THE LEGISLATION HAS COME INTO
FORCE.
- 2.9.2 DURING THE TRANSITIONAL PERIOD, THE CREES AND INUIT WILL
ENJOY AND USE THE TERRITORY IN ACCORDANCE WITH PRESENT
PRACTICE.

2.9.3 ONCE SELECTION OF LAND HAS BEEN COMPLETED, QUEBEC AND CANADA SHALL GRANT BY REGULATIONS THE EXCLUSIVE RIGHT TO HUNT, FISH AND TRAP FOR THE CREES AND INUIT (IN ACCORDANCE WITH SECTION 24) IN THE LANDS DESCRIBED AS CATEGORIES I AND II, PLUS THE RIGHT TO FISH AND HUNT THE YEAR AROUND IN ALL CATEGORIES OF LAND, PLUS THE PRIVILEGE TO HUNT AND FISH SPECIES UNDER FEDERAL CONTROL IN THE THREE CATEGORIES OF LAND. THE RIGHT TO OUTFITTING WILL APPLY AS IF THE AGREEMENT HAD COME INTO FORCE.

2.9.4 COMPENSATION PAYMENTS SHALL BE PAID DURING THE TRANSITIONAL PERIOD TO MUTUALLY ACCEPTABLE FINANCIAL INSTITUTIONS IN QUEBEC (SEE SECTIONS 25, 26 AND 27) FOR THE USE AND BENEFIT OF THE CREES AND INUIT.

2.9.5 DURING THE TRANSITIONAL PERIOD, THE MEASURES IN SECTION 8 (TECHNICAL ASPECTS) SHALL BE CARRIED OUT.

2.9.6 THE PROVISIONS RELATING TO HEALTH, SOCIAL SERVICES, EDUCATION, POLICE, JUSTICE, INCOME SECURITY FOR THE CREES AND THE SUPPORT PROGRAM FOR INUIT HUNTERS WILL BE IMPLEMENTED TO THE EXTENT POSSIBLE WITHIN EXISTING LEGISLATION DURING THE TRANSITIONAL PERIOD (SEE SECTIONS 14, 15, 16, 17, 18, 19, 20, 21, 28 AND 29).

2.9.8 TRANSITIONAL MEASURES SHALL CEASE TO APPLY AT THE END OF THE
2.9.9 TWO (2) YEARS WHETHER THERE IS A LEGISLATION TO PUT THE AGREEMENT INTO FORCE AND EFFECT OR NOT. THE TRANSITIONAL PERIOD MAY, HOWEVER, BE EXTENDED BY CONSENT OF ALL PARTIES.

2.11 THE RIGHTS OF NATIVE PEOPLE AS CANADIAN CITIZENS OF QUEBEC
2.12 SHALL NOT BE PREJUDICED AND NATIVE PEOPLE WILL CONTINUE BEING ELIGIBLE TO PROGRAMS AVAILABLE FROM BOTH GOVERNMENTS

ON THE SAME BASIS AS OTHER INDIANS AND INUIT OF CANADA AND OF QUEBEC, SUBJECT TO THE CRITERIA ESTABLISHED FROM TIME TO TIME FOR THE APPLICATION OF SUCH PROGRAMS. CANADA WILL NOT ASSUME GREATER PROGRAM RESPONSIBILITIES FOR CREES AND INUIT AND NO SPECIAL RESPONSIBILITIES TOWARDS PRESENT NON STATUS CREES, WITH EXCEPTION FOR SPECIAL MEASURES, GRANTS, PRIVILEGES AND BENEFITS UNDER THIS AGREEMENT.

- 2.13 THE AGREEMENT SHALL NOT AFFECT THE RIGHTS OF THE CROWN (FEDERAL OR PROVINCIAL) IN RESPECT TO PROPERTIES AND INSTALLATIONS IN THE TERRITORY.
- 2.14 QUEBEC UNDERTAKES TO NEGOTIATE WITH OTHER INDIANS OR INUIT IN RESPECT TO ANY CLAIMS PERTAINING TO THE TERRITORY.
- 2.15 THE AGREEMENT CAN ONLY BE AMENDED WITH THE CONSENT OF THE SEVEN SIGNATORIES.
- 2.16 THE AGREEMENT SHALL, WITHIN FOUR (4) MONTHS, BE SUBMITTED TO THE INUIT AND TO THE CREES FOR PURPOSES OF CONSULTATION AND CONFIRMATION IN ACCORDANCE WITH AN AGREED UPON PROCEDURE BY THE PARTIES INVOLVED.

ELIGIBILITY

SECTION 3

3.2.1 CREES (6 000 APPROX.) AND INUIT (4 000 APPROX.) ELIGIBLE
AS OF NOVEMBER 15, 1974.

Registered Indians and Inuit born in Quebec.

Persons of Cree and Inuk ancestry ordinarily resident
in the Territory.

Persons of Indian and Inuk ancestry accepted by the
communities.

Children of above, adopted, legitimate and illegitimate.

3.2.2 AS OF NOVEMBER 16, 1974, THE FOLLOWING WILL BE ELIGIBLE:
3.2.5

The legitimate or illegitimate descendants of persons
entitled to be enrolled pursuant to paragraphs 3.2.1
or 3.2.3, 3.2.4 or 3.2.6.

The adopted children (provided they were minor at the
time of the adoption) of persons described in para-
graphs 3.2.1 or 3.2.2(a), 3.2.4 or 3.2.5(a).

In the case of Inuit only, the lawful spouse of a person
described in paragraphs 3.2.4 or 3.2.5(a) or (b) and in
paragraph 3.2.6.

3.3.1 INITIAL ENROLLMENT BY LOCAL ENROLLMENT COMMITTEES
(3 MEMBERS SELECTED BY EACH COUNCIL) UNDER AN ENROLL-
MENT COMMISSION COMPRISED OF:

3.3.3 4 members representing G.C.C., N.Q.I.A., Quebec and Canada.

3.3.6 List to be established before November 1st 1977.

3.4 RIGHT OF APPEAL, WITH RIGHT OF INTERVENTION BY MINISTER
3.4.6 OF INDIAN AFFAIRS.

3.4.5 A QUEBEC NATIVE APPEAL BOARD SHALL BE ESTABLISHED AND SHALL
CONSIST OF A JUDGE OF THE PROVINCIAL COURT OF QUEBEC.

3.5.1 ON-GOING ENROLLMENT BY SECRETARY-GENERAL OF THE QUEBEC
POPULATION REGISTER.

3.6.1 QUEBEC AND CANADA SHALL EACH PAY HALF OF THE TOTAL EXPENSES
INCURRED FOR THE INITIAL ENROLLMENT.

NOTE: FEDERAL REGISTRAR TO MAINTAIN REGISTRATION OF CREE
INDIANS FOR PURPOSES OF TAX EXEMPTION PROVISIONS OF
INDIAN ACT.

PRELIMINARY TERRITORIAL DESCRIPTIONS

SECTION 4

The territorial descriptions contained in this chapter for category I are preliminary and will be finalized within three (3) years by written and cartographic description based upon technical surveys on the ground and upon cartography at a scale of 1:50,000 or larger.

CATEGORY I:

<u>Category IA:</u>	James Bay Cree	1,274 sq. miles
<u>Category IB:</u>	James Bay Cree	866.6 sq. miles
	Fort George Inuit	<u>17.4</u> sq. miles <u>884</u> sq. miles
		2,158 sq. miles

CATEGORY II:

James Bay Cree	24,899	sq. miles
Fort George Inuit	<u>231</u>	sq. miles 25,130 sq. miles

The territorial descriptions of categories I and II lands may be modified with the mutual consent of the parties in such a manner to respect land areas provided for these lands.

ANNEX I

Nemiscau and Great whale are special cases in the annex.

7.4

THE SELECTION OF CATEGORIES I AND II FOR NEMISCAU WILL BE SUBJECT TO THE FOLLOWING: -

1. At least ninety (90) persons of the Nemiscau Band within one year delay after signing the final agreement will have to formally pledge themselves to permanently settle on category I lands, as described in the chapter.
2. Within a five (5) year delay from the date on which the final agreement is signed, it must be established that the permanent residence of not less than 90 members of the Nemiscau band is effective in category I lands.

Should one or the other of these conditions not be adhered to, categories I and II lands set aside in the Nemiscau region shall be redistributed to Mistassini and Rupert House in proportion to the members of the band living there.

8.1.4

GREAT WHALE

The parties to the agreement will negotiate after the signing of the agreement in order to determine the structure that will permit the Cree and Inuit of Great Whale to participate jointly to the municipal administration of Great Whale.

Subject to the agreement of all parties hereto, the status of the land herein above allocated could be modified to permit the realization of the above structure in the form which best suits the circumstances.

8.4

For both categories I and II lands, the above delimitations may be modified as necessary, with the mutual consent of the Crees, the Inuit, Quebec and if appropriate, Canada, so as to take into account land selection by the Inuit of Great Whale River.

LAND REGIME

SECTION 5

5.1 CATEGORY I LANDS - JAMES BAY CREES

5.1.1 Lands of Categories I-A, I-B and special I-B have an area of approximately 2 158 square miles.

5.1.2 CATEGORY I-A LANDS

These lands are set aside for the exclusive use and benefit of the James Bay Cree Bands, including the Great Whale River Band, under the administration, management and control of Canada, subject to the terms and conditions of the Agreement.

They comprise an area of approximately 1 274 square miles (see maps and Section 4) and shall include the areas of the present Cree villages and part of the Great Whale River settlement, plus the future areas of Waswanipi and Nemaska.

Quebec shall retain bare ownership of the lands and ownership of the mineral and sub-surface rights. Such lands shall be excluded from the James Bay Municipality.

The lands presently set aside for the Waswanipi, Mistassini and Eastmain Bands under the Quebec Lands and Forests Act (S.R.Q. 1964, c. 92 as amended) shall no longer be reserves as of the coming into force of the Agreement.

5.1.3 CATEGORY I-B LANDS

These lands comprise an area of approximately 884 square miles (see maps and Section 4), including 17 square miles for the Inuit of Fort George.

By special legislation and under provincial jurisdiction, the ownership of such lands granted to provincial corporations composed solely of James Bay Crees will vest in such corporations outright, except for the 17.4 square miles for the Inuit of Fort George (see Section 7). These lands can only be sold or ceded to Quebec. They are subject to expropriation providing compensation is paid or land replaced. Such lands are excluded from the James Bay Municipality.

5.1.4 SPECIAL CATEGORY I-B LANDS

These lands comprise parcels, each having areas between 20 to 25 square miles. They are located near the villages and on the northern banks of the Rupert, Eastmain and Fort George Rivers, and on the southern bank of Great Whale River. Such lands are within certain Category I-B lands. Only public developments not involving more than ten (10) permanent employees shall be allowed.

5.1.5 Lands ceded to third parties, by letters patent, or owned by them prior to the execution of the Agreement, shall be Category III lands. However, the said persons and lands shall be subject to by-laws of the Cree local authority as if these lands formed part of Category I.

The lands ceded in the form of leases, occupation permits and other authorizations shall be Category I lands.

The lands within Category I which are presently the object of mining claims, development licenses, exploration permits, mining concessions and leases and other similar rights, as presently defined in the Quebec Mining Act, shall be Category III lands.

Upon expiry of these rights, Quebec undertakes to transfer the administration to Canada or the ownership to the Cree Corporation depending on whether these lands are within Category I-A or I-B. If any of such lands are taken for development, Quebec shall apply the procedure set out for the replacement of Category II lands.

The lands which are presently the object of exploration permits issued to La S.D.B.J. will be Category I with the right to explore and develop such lands as if they were Category III, subject to paragraph 5.1.6(c).

Quebec undertakes to provide Canada and the Grand Council, within ninety (90) days of the execution of the Agreement, with a list of mining claims, development licenses, mining concessions and leases, etc., within Category I lands, along with names of holders, dates the rights were granted, the nature of the rights and the date of their expiry. The areas involved have been included in the total area of 2 158 square miles of Category I lands.

Existing regional and provincial roads and main arteries within Category I shall be Category III lands. However, a ribbon of 500 feet on each side of such roads shall be Category II lands where only the native people can establish or operate commercial facilities, subject to the provisions of 5.1.6(c).

All areas used for air or maritime transport within category I are excluded and shall be Category III lands. However, these areas have been included in the total area of Category I lands.

The seashore, beds and shores of lakes and rivers identified in descriptions in Section 4 shall be excluded from Category I. The shoreline of such lakes and rivers for a distance of 200 feet shall be Category II lands. Only native people can establish or operate commercial facilities on such lands. Such restriction (200 feet) does not apply for a distance of more than one (1) mile in both directions from the centre of the Cree community concerned along the shoreline.

In front of Category I and II lands, the intertidal zone will be Category II lands. In front of Category III, this zone will remain Category III lands.

- 5.1.7 A) Category I lands are subject to public servitudes subject to compensation (land or money), unless if established for services of direct benefit to Category I lands or to the community concerned.
- D) All proposed servitudes mentioned in sub-paragraphs Aa and Ad shall be subject to the Environment and Social Protection Regime applicable to Category II lands.

5.1.10 NATURAL RESOURCES

- a) In Category I lands, Quebec remains the owner of the mineral and sub-surface rights, except for rights already granted by Quebec as of the execution of the Agreement. Any future exploration or exploitation shall require the consent of the community and compensation.
- b) Deposits of steatite or other similar material used for traditional arts and crafts will belong to the native people.
- c) The Crees shall obtain permits for the use of gravel and other similar material for personal and community use.

- d) The Crees will have the right to use the forest for personal and community needs within Category I lands.

The Cree communities will also have the exclusive right to the commercial exploitation of forest resources within Category I lands.

5.1.11 RESIDENCE

Non-native people presently residing in Category I lands shall have the right to remain until the expiration of their rights. Non-Crees married to Crees and their immediate families in the first degree shall have the right to reside in Category I lands.

- 5.1.13 Leases or real rights granted to non-Natives for a period exceeding five (5) years, including renewal, are subject to all provincial laws and regulations as if the lands involved were Category I-B lands.

5.2 CATEGORY II LANDS

- 5.2.1 These lands comprise 25 130 square miles south of the 55th parallel, including 231 square miles for the Inuit of Fort George (Section 4 and sub-section 7.2.1 of Section 7).

The Crees shall have the exclusive right of hunting, fishing and trapping (see Section 24).

Provincial jurisdiction shall continue over Category II lands.

- 5.2.2 The lands already ceded to third parties in ownership prior to the execution of the Agreement shall be excluded from Category II lands. Similar provisions are made as for third party interests and development on Category I lands.

5.2.3 Category II lands may be appropriated by Quebec for development purposes, provided such lands are replaced or indemnity paid.

5.2.4 All public servitudes may be established in Category II lands without payment or indemnity.

5.2.5 a) Mineral exploration and technical surveys do not constitute development.

b) The native people may acquire the right to use soapstone for traditional arts and crafts purposes. This right will be subordinated to the rights to other mineral substances and will not prevent possible mining developments on that land.

5.2.7 Quebec shall be allowed to operate the Louis Jolliet and Vieux Poste camps (see 24.9.2) for a period of ten (10) years. Quebec shall train Cree persons during that period so that the Crees may, if they wish, take over completely the operation of these camps at the end of this ten-year period.

5.3 CATEGORY III LANDS

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

5.4 WOOD RIGHTS ON CATEGORY II OR III

5.4.1 Quebec shall guarantee a supply of wood necessary for the operation of the present Paint Hills sawmill. No stumpage dues shall be payable for such wood supply.

- 5.4.3 The Creees shall pay stumpage dues for commercial utilization on Category II or III lands (except for Paint Hills).

5.5 DEVELOPMENT

- 5.5.1 Developers shall be submitted to the Environmental Regime taking into account the Hunting, Fishing and Trapping Regime, on Category II or III lands.

- 5.5.2 The flow of rivers in Category II and III lands, even if flowing through or adjacent to Category I lands, may be modified or regulated by Quebec, public corporations or authorized agencies subject to provisions in this sub-section and special provisions in Section 8.

LAND SELECTION - INUIT OF QUEBEC

SECTION 6

6.1 CATEGORY I LANDS

- 6.1.1 3 250 square miles (including 120 square miles for the Crees of Great Whale - Section 4, Annex.1, article 8.14) are granted as Category I lands to the Inuit of Quebec (see article 7.1.1 and Section 4, general introduction, for area granted to the Inuit of Fort George).

Lands shall be allocated in approximately equal amounts, save and except for Port Burwell and Fort George.

The twelve (12) communities which have made their selections may apply, within one (1) year from the date of execution of the Agreement, for revisions of the boundaries.

The two (2) left (Povungnituk and Ivuivik) shall select their lands within the areas withdrawn from selection. Failing to do so within two (2) years from the date of the execution of the Agreement, Quebec shall designate the Category I lands for these communities.

- 6.1.2 The boundaries of all Category I lands selected by the Inuit shall be surveyed no later than five (5) years following the coming into force of the Agreement.

Quebec and/or Canada undertakes to pay all costs of survey and monumentation.

6.2 CATEGORY II LANDS

6.2.1 Each community shall be allocated 1 000 square miles plus 3½ square miles for each member of the community.

For Great Whale, the basic allocation of 1 000 square miles shall consist of 600 square miles for the Inuit and 400 square miles for the Crees (see Section 4 - articles 8.3.1, 8.3.2 and 8.3.4 of Annex 1).

6.2.2 Each unit of land selected shall comprise an area of no less than 50 square miles.

Selection shall be made within two (2) years of the date of the execution of the Agreement failing which Quebec shall have the right to make it.

The aggregate of Category I and II shall not exceed 55 p. cent of the coastline of the Territory and be distributed evenly, inasmuch as possible, along the coast.

6.3.1 The communities of Fort Chimo and George River shall have exclusive timber rights for personal and community use (see Schedule 2).

6.4 GREAT WHALE RIVER

It deals with the possible move the Inuit may consider to Richmond Gulf providing the decision is taken within five (5) years from the date of the coming into force of the Agreement.

LAND REGIME APPLICABLE TO THE INUIT

SECTION 7

7.1 CATEGORY I LANDS.

7.1.1 Upon the coming into force of the Agreement, Quebec shall
7.1.2 grant in ownership to the Inuit Community Corporations listed in this section (7.1.2) the following tracts of land:

3 130 square miles situated north of the 55th parallel including lands for the Inuit of Port Burwell, and

17.5 square miles situated south of the 55th parallel as referred to in paragraph 5.13 shall be granted to the Inuit of Fort George.

7.1.5 Category I lands (under provincial jurisdiction) may not be sold or otherwise ceded except to the Crown in right of Quebec.

7.1.6 Special category I lands, located along the banks of rivers, are subject to servitudes for public purposes of Quebec.

7.1.7 Quebec remains the owner of the mineral and sub-surface rights and may exercise them with the consent of the interested Inuit Community Corporation.

7.1.7(b) Lands presently the object of claims, licenses, permits and leases related to mining shall be category III.

7.1.8 Lands ceded to third parties by letters patent prior to the execution of the Agreement shall be category III.

7.1.9 Main roads within category I shall also be category III. The same goes for all installations related to air transportation.

Maps forming part of Schedule 3 of Section 6 identify seashore, beds and shores of lakes and rivers excluded from category I.

7.1.10 Category I lands are subject to public servitudes subject to compensation in land or in money.

7.1.15(b) Deposits of steatite or other similar substances used for traditional arts and crafts will belong to the respective Inuit Community Corporations.

Permits must be obtained from the Department of Natural Resources for the use of gravel or other similar materials used for earthworks, general construction, community and personal projects.

7.1.17 Vacant category I lands held by Inuit Corporations shall not be subject to taxation of any kind.

7.2 CATEGORY II LANDS.

7.2.1 35 000 square miles (including 1 600 square miles for the Naskapis) shall form category II lands north of the 55th parallel.

In addition, 235 square miles out of the category II lands, south of the 55th parallel, allocated to the Crees shall be granted to the Fort George Inuit (see Section 5).

Category II lands shall remain under provincial jurisdiction.

7.2.2 Lands already ceded to third parties in ownership prior to the execution of the Agreement shall be excluded from category II lands and will form part of category III.

Same provisions as expressed for category I related to mining claims (7.17(b)), roads and air transportation (7.1.9) apply.

7.2.3 Category II lands may be appropriated by Quebec for development purposes provided they are replaced or money compensation is agreed upon.

7.2.4 No payment of compensation will be considered for all public servitudes established in category II.

7.2.5 No compensation or replacement of land will be considered by Quebec when exercising mining rights in category II.

7.2.6 Non-Inuit will not be allowed to hunt or fish in category II, except with the consent of the Inuit.

7.3 CATEGORY III LANDS.

Rights of access to category III lands shall be in accordance with legislation and regulations concerning public lands.

7.4 DEVELOPMENT.

7.4.1 Quebec and Quebec-Hydro shall have the right to develop the land and resources in category III and also, for the purpose of development, Quebec has the right to take category II lands (see 7.2.3). Developers shall be submitted to the Environmental Regime (Section 23).

7.4.2 The flow of rivers may be modified by Quebec and Quebec-Hydro even if such rivers flow through or adjacent to category I lands, subject to provisions in 7.4.2(a), (b), (c).

TECHNICAL ASPECTS

SECTION 8

8.1.2 THE PARTIES AGREE THAT THE LE COMPLEXE LA GRANDE (1975) SHALL NOT BE SUBJECT TO THE ENVIRONMENTAL REGIME ESTABLISHED BY THE AGREEMENT.

NO DAMS (OR POWERHOUSE) SHALL BE CONSTRUCTED BELOW LG-1 UNLESS IT IS AS REMEDIAL WORKS OR CONSENT IS GIVEN BY THE FORT GEORGE BAND COUNCIL.

8.1.3 FUTURE KNOWN PROJECTS OR ADDITIONS OR SUBSTANTIAL MODIFICATIONS TO LE COMPLEXE LA GRANDE (1975) WILL NOT BE SUBJECT TO THE ENVIRONMENTAL REGIME IN RESPECT OF SOCIOLOGICAL FACTORS OR IMPACTS.

Specifications concerning known future projects (NBR and Great Whale Complex) are described and agreed upon. Possible changes to the Land Regime (Section 5) are also described and agreed beforehand.

8.2.1 A MAXIMUM OF \$13 MILLION MAY BE APPLIED BY LA SEBJ (THROUGH SOTRAC) TO REMEDIAL WORKS AND PROGRAMS DUE TO THE REDUCED FLOW OF THE EASTMAIN AND OPINACA RIVERS.

8.2.2 CONTROLS OF WATER LEVELS AND REMEDIAL WORKS WILL BE APPLIED AS NECESSARY IN THE SAKAMI LAKE AREA.

8.2.3 SAME PROVISIONS AS IN 8.2.2 ARE MADE FOR THE OPINACA RESERVOIR.

8.3 CLEARING WILL BE MADE OF RESERVOIRS AND FOREBAYS CREATED FOR LE COMPLEXE LA GRANDE (1975) TAKING INTO CONSIDERATION OBJECTIVES SPECIFIED IN SCHEDULE 2 OR THE PRESENT SECTION. ALL CLEARINGS SHALL BE PAID ENTIRELY BY LA SEBJ.

- 8.5.1 LA SEBJ UNDERTAKES TO CONTROL FUTURE EROSION OF FORT GEORGE ISLAND IF ATTRIBUTABLE TO THE WORKS ON LE COMPLEXE LA GRANDE (1975) AND TO ASSUME ALL FINANCIAL COSTS.
- 8.6 SPECIAL UNDERTAKINGS BY LA SEBJ FOR THE CREES AND OTHER RESIDENTS OF FORT GEORGE ARE AGREED TO SUCH AS:
- 8.6.2 Permanent crossing to Fort George Island (but no financial contribution by SEBJ).
(See Federal undertakings)
- 8.6.3 Temporary crossing to Fort George Island only during summer 1976 . Expenses to be paid by SEBJ.
- 8.6.4 SEBJ will support request for completion of airport at mile 3.
(See Federal undertakings)
- 8.6.5 SEBJ shall contribute 50 p. cent up to a maximum of \$200 000. for the design and construction of a community center at Fort George, providing it is done before 1980.
- 8.6.6 SEBJ shall deliver at no cost a unit of up to 1 500 square feet to be used as an office in Fort George by the Grand Council.
- 8.6.7 SEBJ will transfer to the Fort George Band, at no cost, \$3 million worth of buildings from LG-2, once they become surplus to requirements.
- 8.6.8 SEBJ and/or Quebec-Hydro will supply power to Fort George from LG-1 (presumably at no capital cost to the community, as is customary elsewhere).
- 8.6.9 SEBJ shall provide a temporary water supply to Fort George until a permanent system is constructed.

8.7.1 SEBJ shall provide a permanent water supply system (exclusive of distribution) to Fort George and Eastmain.
(See Federal undertakings)

8.8.1 The Crees will be allowed to use the road network and service stations within Le Complexe La Grande (1975) (except on construction sites).

8.8.2 All parties agree to accelerate execution of the Protocole d'Entente for providing electricity to isolated communities in Northern Quebec (see 8.6.8).

8.9 REMEDIAL WORKS AND OTHER AMELIORATING UNDERTAKINGS.

8.9.2 Creation of SOTRAC upon execution of the Agreement, a non profit Quebec company financed by La SEBJ.

Equal representation in the voting membership: two Crees - two SEBJ - one non-voting and honorary.

SOTRAC will be responsible for remedial works and programs to alleviate negative impacts of Le Complexe La Grande (1975) (see Schedule 4). One main program is to reorganize trap-lines (see also Sections 24 and 28).

SOTRAC head office shall be located in Montreal with branch offices where and when required.

For contracts by SOTRAC, the Crees shall enjoy a 10 p. cent preferential margin. Preference will also apply to Cree employment.

8.9.3 AFTER JANUARY 1st AND AFTER ALL PAYMENTS MENTIONED IN 8.9.4 HAVE BEEN MADE, SEBJ MAY OPT TO WITHDRAW FROM SOTRAC.

8.9.4 SEBJ WILL FINANCE SOTRAC UP TO \$30 MILLION INCLUDING THE \$13 MILLION IN 8.2.1, STARTING IN 1976 AND ENDING IN JANUARY 1986.

8.10 SPECIAL PROVISIONS RELATED TO PARTIAL DIVERSION OF THE BASIN OF THE CANIAPISCAU RIVER.

A joint study and research group founded and financed by SEBJ shall study fishes of the Caniapiscau and Koksoak Rivers before and after the diversion, starting upon the execution of the Agreement.

One of the members shall be designated by the Fort Chimo Council and may be provided with an Inuk assistant.

8.10.2 Native manpower shall be trained and given preference on research, supervision and other works to be carried out by SEBJ north of the 55th parallel (see Section 29).

8.11.1 SEBJ SHALL ORGANIZE AND FINANCE AN ENVIRONMENTAL EXPERT COMMITTEE TO ADVISE THE SEBJ MANAGEMENT COMMITTEE AND THE BOARD OF DIRECTORS, WHEN APPROPRIATE.

8.11.3 One member may be designated by the Grand Council of the Crees for one-year periods.

8.11.4 One member may be designated by the N.Q.I.A. for one-year periods. He will be allowed to intervene only concerning matters north of the 55th parallel.

8.12 COMPENSATION PROCEDURE FOR THE SETTLEMENT OF DAMAGES TO TRAPPERS' EQUIPMENT AND FACILITIES RELATED TO LE COMPLEXE LA GRANDE (1975).

Contract shall be entered into between SEBJ and Grand Council after execution of the Agreement.

8.13 CONTRACT SHALL BE ENTERED INTO, AFTER EXECUTION OF THE AGREEMENT, BETWEEN SEBJ AND GRAND COUNCIL ESTABLISHING PROCEDURE TO IDENTIFY AND RELOCATE BURIAL SITES IN AREAS AFFECTED BY LE COMPLEXE LA GRANDE (1975).

8.14 CREE MANPOWER SHALL BE TRAINED AND GIVEN PREFERENCE FOR EMPLOYMENT AND CONTRACTS BY SEBJ AND HYDRO-QUEBEC DURING CONSTRUCTION AND ON A PERMANENT BASIS (see Section 28).

8.16 ARBITRATION PERTAINING TO APPLICATION OF 8.9.

Membership and procedure are defined in this sub-section.

CREE LOCAL GOVERNMENT (IA)

SECTION 9

- 9.0.2 D.I.A.N.D. IS COMMITTED TO NEGOTIATING THE TERMS AND CONDITIONS OF LOCAL GOVERNMENT ON CREE RESERVES.

Discussions shall take place forthwith upon the execution of the Agreement and culminate in a special Bill within two years.

- 9.0.2. Until such legislation is enacted, the Indian Act shall apply to such lands, subject to all other provisions of the Agreement.

- 9.0.3. Notwithstanding the foregoing, in the event that the Indian Act applies to Category IA lands, Cree beneficiaries under the Agreement who are not Indians under the Indian Act shall be entitled to reside on the reserve.

- 9.0.1. SPECIAL FEDERAL LEGISLATION WILL BE PREPARED CONCERNING LOCAL GOVERNMENT FOR THE JAMES BAY CREES ON CATEGORY IA LANDS.

Such legislation shall contain the following provisions inter alia:

- Incorporation of each Cree band - the corporate membership is extended to include all Crees eligible to benefit under the Agreement.

9.0.1.

- Provisions for the establishment of band councils, their election and term of office and also for their powers.
- Powers under the existing sections 28(2) (issue of permits), 81 (by-laws) and 83 (money by-laws) of the Indian Act and all or most of the powers under section 73 (regulations) of the Indian Act.
- The powers of taxation for community purposes.
- The right of use of the individual Cree in a given plot of land, and only one, for residential purposes.
- The right to take land for community use.
- The regulation and licencing of permits.
- Tax exemptions for Indians registered under the Indian Act.
- Provisions for exempting from seizure Category IA lands and Cree property thereon.
- Provisions governing residence on and access to Category IA; also the granting, by the band of servitudes, usufructs and other rights of occupation.
- Provisions relating to band public works.
- Certain defined powers relating to band use and environmental and social protection.

- 9.0.1.
- Powers relating to the protection and use of natural resources.
 - The general powers of the Minister of Indian Affairs and Northern Development to supervise the administration of Category IA lands.

CREE LOCAL GOVERNMENT (IB)

SECTION 10

SPECIAL PROVINCIAL LEGISLATION SHALL BE PREPARED CONCERNING LOCAL GOVERNMENT FOR THE JAMES BAY CREES ON CATEGORY IB LANDS.

EACH CORPORATION WILL HAVE THE POWERS OF A MUNICIPALITY UNDER THE QUEBEC CITIES AND TOWNS ACT.

- 10.0.1 The members of each of the Cree communities (8) shall be respectively incorporated as public corporations.
- 10.0.5. Each such public corporation shall be a corporation within the meaning of the Civil Code; it shall have the powers of such a corporation and such special powers as are assigned to it in this section.
- 10.0.7. Most of the provisions of the Cities and Towns Act, subject to modifications tabled in Schedule 1 of this Section and,
- 10.0.18 The laws of general application exclusive of the Municipal Code shall apply to these public corporations.
- 10.0.17 The said public corporations shall be deemed to be municipalities within the meaning of the laws mentioned in this paragraph.

EACH LOCAL GOVERNMENT AUTHORITY ON IA RESERVE LANDS SHALL BE DEEMED TO BE A PUBLIC CORPORATION UNDER QUEBEC LAW FOR THE PURPOSE OF OWNERSHIP, MANAGEMENT AND ADMINISTRATION OF IB LANDS.

10.0.3 Each public corporation shall be represented and its affairs administered by its council;

10.0.4 For each Cree community, the members of the council of the public corporation having jurisdiction over Category IB area for that community shall be the same as the members of the council in office of the community corporation having jurisdiction over the Category IA area of that same community.

CREE REGIONAL AUTHORITY

SECTION 11A

COMPRISED OF ALL CORPORATIONS WITH JURISDICTION OVER
I-B LANDS

11A.0.1 The members of the public corporations as described in
Section 10, paragraph 10.0.1, as well as the corporations
themselves shall be a public corporation under Quebec law
under the name of the Cree Regional Authority.

11A.0.4 The powers of the Cree Regional Authority shall be exer-
cised by a council which shall consist of the Chief coun-
cillor of each of the said community corporations as well
as one other member from each of the said corporation.

11A.0.7 The Cree Regional Authority shall be represented and its
affairs shall be administered by its said council.

10.0.3 Remember that the members of the council of the public
corporation having jurisdiction over Category I-B area
shall be the same as the members of the council of the
community corporation having jurisdiction over the
Category I-A area.

Briefly, the same people will be members of the council
of each three corporations. It will be noted that con-
cerning the council of the Cree Regional Authority,
eight (8) persons will be added, those people being
members of each of the corporations.

CORPORATION WITHIN THE MEANING OF THE CIVIL CODE

11A.0.2 ... it shall have the general powers of such a corporation and such special powers as are assigned to it in this Section.

THE CREE REGIONAL AUTHORITY SHALL HAVE THE FOLLOWING POWERS:

- 11A.0.5
- The appointment of Cree representatives on the James Bay Regional Zone Council;
 - the appointment of representatives on all other structures, bodies or entities established pursuant to the Agreement;
 - to give a valid consent, when required under the Agreement, on behalf of the James Bay Crees;
- 11A.0.6
- to coordinate and administer all programs on Category I lands of the James Bay Crees if said coordination and administration are delegated to it by one or more of the Cree bands or the corporations.

JAMES BAY REGIONAL ZONE COUNCIL

SECTION 11B

A COUNCIL COMPRISED EQUALLY OF REPRESENTATIVES APPOINTED
BY THE CREE REGIONAL AUTHORITY AND THE JAMES BAY MUNICIPALITY

11B.0.1 "James Bay Regional Zone Council" means the moral person created by special provincial legislation for the purpose of municipal administration over Category II lands.

11B.0.2 The Council shall exercise the powers of the James Bay Municipality over Category II lands in accordance with the following provisions.

11B.0.3 The affairs of the Council shall be administered by a council of six (6) persons; three (3) of whom shall be appointed by the Cree Regional Authority and three (3) of whom shall be appointed by the James Bay Municipality.

11B.0.5 Each member of the Council shall be appointed for a term of office of two (2) years; unless such member is replaced prior thereto by the body that appointed the replaced member.

THE MUNICIPAL POWERS OF THE REGIONAL ZONE COUNCIL

11B.0.4 The Council shall exercise its municipal powers in accordance with the provisions of the James Bay Region Development Act and shall be deemed to have been delegated all the municipal powers of the James Bay Municipality in respect to Category II lands (Section 36 of the above Act).

11B.0.8 The Council shall have the right to enact by-laws concerning all matters contemplated by the Cities and Towns Act subject to appropriate action by the James Bay Municipality and to provisions of the James Bay Region Development Act.

11B.0.14 The James Bay Municipality shall not be entitled to enact any by-law relating to Category II lands unless the James Bay Regional Zone Council has first been requested to enact a by-law on the subject which the James Bay Municipality wished to regulate.

11B.0.16 Nor the James Bay Regional Zone Council nor the James Bay Municipality has jurisdiction or authority with respect to hunting, fishing and trapping, or with respect to the Hunting, Fishing and Trapping Regime.

THE BUDGET OF THE JAMES BAY REGIONAL ZONE COUNCIL

11B.0.17 The annual budget of the Council shall be subject to the approval of the James Bay Municipality and the Lieutenant-Governor in Council; and the funding for the administration of the Council shall be provided by the James Bay Municipality.

LOCAL GOVERNMENT NORTH OF THE 55TH PARALLEL

SECTION 12

LOCAL MUNICIPAL GOVERNMENTS FOR THE AREA NORTH OF THE 55TH PARALLEL ARE ESTABLISHED UNDER PROVINCIAL JURISDICTION AND BY A SPECIAL ACT, THE KATIVIK ACT (PART I).

12.0.1

Upon the coming into force of the Agreement, Quebec undertakes to submit to the National Assembly a bill incorporating the provisions of Schedules 1 and 2 of this Section.

Schedule 1: This schedule tables each of the territories which shall be incorporated as municipalities under Article 12 of Schedule 2 of this Section. This article stipulates that: "Notwithstanding any other dispositions of law erecting municipalities, the Lieutenant-Governor in Council may, by proclamation, at the request of any interested party, erect municipalities under this act or annex to a municipality any contiguous territory not already erect into a municipality.

Schedule 2: Tables the provisions and articles of the act respecting certain municipalities of Northern Quebec. This act may be cited as the Kativik Act (Part I).

SUCH MUNICIPALITIES WILL BE NON-ETHNIC AND THEREFORE COULD CONCEIVABLY BE REPRESENTED COMPLETELY BY NON-NATIVES

Art. 3

For the purposes of this act, the population of a municipality shall be that shown in the last census recognized

Art. 3 as valid for such purposes by an order of the Lieutenant-Governor in Council.

Art. 9 The inhabitants and ratepayers of every municipality erected under this Act form a corporation.

Art 13(1) Every physical person of full age and Canadian citizenship who is not legally disqualified may be nominated, elected or appointed a member of the Council of the municipal corporation if he has been domiciled or ordinarily resident in such municipality for at least thirty-six (36) months.

D.I.A.N.D. WILL CONTINUE TO BEAR SOME PROGRAM COST RESPONSIBILITY AT PRESENT LEVEL OR LOWER.

This provision respecting cost-sharing programs with Quebec. These programs, which are detailed elsewhere, are Health (Section 15), Education (Section 17), Economic Development (Section 29) and Environment and Future Development (Section 23).

* There are no provisions in the Act respecting cost-sharing in municipal services, housing and electrification. These are mentioned in Section 29, paragraphs 29.0.40 and 29.0.41.

DELEGATION TO REGIONAL GOVERNMENT

Art. 19 The council may, by by-law, enter into an agreement with the Regional Government, with the approbation of the Minister of Municipal Affairs, to delegate to the Regional

Art. 19 Government the exercise and administration of those municipal services that the council so determines. The period of time covered by such by-law shall be two years and is renewable.

EACH GOVERNMENT WILL HAVE POWERS AT LEAST EQUAL TO THOSE OF NON-CHARTERED MUNICIPALITIES IN QUEBEC

The proposed Kativik Act defined the powers of each municipality of Northern Quebec, which are at least equal to those of a non-chartered municipality subjected to the Cities and Towns Act.

Art. 201 The laws of Quebec, to the exclusion of the Municipal Code, shall apply within the territory insofar as they are applicable and not derogated from by provisions of this Act.

Art. 202 This Act shall come into force on a date to be fixed by proclamation of the Lieutenant-Governor in Council.

REGIONAL GOVERNMENT NORTH OF 55TH PARALLEL

SECTION 13

A REGIONAL GOVERNMENT FOR THE AREA NORTH OF THE 55TH PARALLEL IS ESTABLISHED UNDER PROVINCIAL JURISDICTION AND BY A SPECIAL ACT, THE KATIVIK ACT (PART II)

13.0.1

Upon the coming into force of the Agreement, Quebec undertakes to submit to the National Assembly a bill incorporating the provisions of Schedules 1 and 2 of this Section.

Schedule 1, article 1: A Regional Government shall be established by Quebec with respect to the municipalities and areas not erected into municipalities within the limit of the Province of Quebec north of the 55th parallel of latitude, except Categories IA lands and IB lands of the Crees of Great Whale River.

Schedule 2: This schedule tables the provisions and articles of the act respecting regional government of Northern Quebec. This Act may be cited as the Kativik Act (Part II).

THE REGIONAL GOVERNMENT WILL BE NON-ETHNIC AND THEREFORE COULD CONCEIVABLY BE REPRESENTED COMPLETELY BY NON-NATIVES.

Art 9

The inhabitants of the municipalities in this territory and their successors, and the municipalities themselves - see section 12, article 9 of Schedule 2 - whether erected

Art. 9 under this act or any general law or special act, shall be a public corporation under the name of "Kativik Regional Government".

Art. 10 The Regional Government shall be a corporation within the meaning of the Civil Code;

COUNCIL OF THE REGIONAL GOVERNMENT

Art. 17 ..., the Regional Government shall be represented and its affairs administered by its council. Such council shall be known and styled by the name of: "The council of the Kativik Regional Government".

Art. 18 The council must directly exercises the powers conferred upon it by this act; it cannot delegate them. Nevertheless, the council may appoint committees with power to examine and study any question.

Art. 21 Each municipality shall be represented by one regional councillor to the Regional Government, art. 23(3), schedule 2, Section 12.

The seat of such councillor is designated by a number. The councillor occupying seat number 1 is the representative of the municipal corporation in the Regional Government. For election purposes, seat number 1 shall be so identified on the ballot paper and shall be accompanied by the term "Regional Councillor"

EXECUTIVE COMMITTEE OF THE REGIONAL GOVERNMENT

Art. 43 The executive committee shall consist of five (5) members appointed by resolution of the council from among the regional councillors.

Art. 49 The executive committee shall be responsible for the management of the affairs of the Regional Government.

COMPETENCE OF THE REGIONAL GOVERNMENT

Art. 116 The Regional Government shall have in its territory such competence as is provided in this act in the following matters:

- local administration
- transport and communications
- health and social services
- justice
- education
- economic development
- environment, resources and land use management.

Art. 131 The Regional Government may, by ordinance, enter into an agreement with any municipal corporation, with the approbation of the Minister of Municipal Affairs, for the delegation to the Regional Government by the municipal corporation of the exercise and administration of those municipal services that the council of the municipal corporation so determines.

The period of time covered by such ordinance shall be two (2) years and is renewable.

THE REGIONAL GOVERNMENT IS A MUNICIPALITY

- Art. 168 The Regional Government shall be a municipality within the meaning of acts tabled in this article.
- Art. 169 The laws of Quebec shall apply to the Regional Government insofar as they are applicable and not derogated from by the provisions of this Schedule.
- Art. 170 This act shall come into force on a date to be fixed by proclamation of the Lieutenant-Governor in Council.

CREE HEALTH AND SOCIAL SERVICES

SECTION 14

CREE REGIONAL BOARD TO BE ESTABLISHED UNDER QUEBEC
JURISDICTION

14.0.2 Quebec shall establish forthwith upon the execution of the Agreement, a Cree Regional Board of Health Services and Social Services, in order to exercise the powers and functions of a Regional Council within the meaning of the Act respecting Health Services and Social Services.

BOARD TO ADMINISTER HEALTH AND RELATED SOCIAL SERVICES
ON CATEGORIES I AND II LANDS

14.0.3 The Cree Regional Board shall be responsible for the administration of appropriate health services and social services for all persons resident or temporarily present in the Region described in paragraph 14.0.5.

14.0.5 The Board shall have jurisdiction over that portion of the Territory comprising Categories IA and IB lands allocated for the James Bay Crees, including the Crees of Great Whale River, as well as Category II lands contemplated in Section 5, and which region shall be designated as Region 10B.
The jurisdiction in respect to Category II shall not preclude the jurisdiction of any other board established from time to time by Quebec.

14.0.25 ... all health services and social services in the said

14.0.25

Region shall ultimately fall under the Cree Regional Board and the assumption of such responsibility should be achieved at least for the initial steps as set out in Schedule 1 of the Section.

Schedule I: The existing Federal and Provincial services shall remain intact during the period preceding the creation of the Cree Regional Board and shall be modified thereafter only by definite action by the Board either through contract or acceptance of Province funding.

- Fort George: Initially, the Board should assume responsibility for all services to the Fort George population by no later than March 31, 1977.

and thereafter in accordance with the ability of the Board to assume further responsibilities and subject to acceptance of this by the other Cree communities, but in any event not later than March 31, 1981.

COMPOSITION OF THE CREE REGIONAL BOARD

14.0.11

One (1) Cree representative from and elected for three (3) years by each of the distinct Cree communities.

One (1) Cree representative appointed for three (3) years by the Cree Regional Authority.

Three (3) representatives elected for three (3) years from the persons who are members of the clinical staff of an establishment.

One (1) representative elected for three (3) years from the persons who are members of the non-clinical staff.

14.0.11 The director of the community health department of a hospital centre.

The general manager of the establishment in the said Region

THE ADMINISTRATIVE COMMITTEE OF THE CREE REGIONAL BOARD

14.0.16 Established by by-law of the Cree Regional Board, which one determine its functions, powers and duties.
Composition: the Chairman of the Board (elected according to the provisions of paragraph 14.0.15), the general manager of an establishment and four (4) members of the Board.

THE DEPARTMENT OF NATIONAL HEALTH AND WELFARE TO TRANSFER ITS FACILITIES DURING PERIOD ENDING IN 1981

14.0.27 Health centres, nursing stations and health stations... belonging to the D.N.H.W. and all material and other assets located in such buildings as part of the regular equipment shall be turned over to Quebec by reciprocal Orders in Council.
Time schedule for transfer shall coincide with the assumption of full responsibility for administration of health services by Cree Regional Board at which time these assets shall be transferred to the Board by Quebec at no cost.

OTHER PROVISIONS

BUDGET OF THE CREE REGIONAL BOARD (QUEBEC)

- 14.0.22 The budget ... shall include funding for the support of health services, which are not included in Provincial programs for the general population, but which are provided to the Native people by the D.N.H.W. or other agencies.
- 14.0.23 The basis for determining the amounts of the budget should be the actual expenditures for health and social services for the fiscal year 1974-1975 provided by Canada and Quebec, to the extent of responsibilities assumed by Quebec under this Section and Schedule I.

THE ESTABLISHMENT AT FORT GEORGE

- 14.0.4 The Cree Regional Board shall take over and exercise the powers and functions of the existing establishment at Fort George, as well as other establishments hereafter created. It also shall be vested with the ownership of all the assets of that establishment.
- 14.0.9 The establishment situated at Fort George shall be part of and shall fall under the authority of the Cree Regional Board.

TRAINING

- 14.0.19(b) Training programs for the Native people in order that they could find employment and advancement in the fields

14.0.19(b) of health and social services.

FEDERAL RESPONSIBILITY RELATING TO SERVICES

14.0.26 Until such time as the Crees have accepted full provincial funding for all health services to the Crees, in accordance with Schedule I, the latter reserve their option in respect to the provisions of such services by Canada.

HEALTH AND SOCIAL SERVICES (INUIT)

SECTION 15

15.0.1
15.0.3

The Kativik Health and Social Services Council shall be established and governed by the provisions of the Act (1971 c. 48) and all other laws of general application in the Province, save where they are inconsistent with this section.

15.0.4

All rights, powers, privileges and obligations of the Kativik Council shall be exercised by the Council of the Regional Government.

15.0.8

Initially, the Territory (Region 10A - north of the 55th parallel) shall be divided into two (2) sectors: Hudson Bay and Ungava Bay.

Each section will include every city, town, village, mining town and other municipalities customarily receiving health and social services in the Sector concerned.

15.0.9

There shall be established initially by letter patent one establishment in each of the two sectors including all the four (4) classes:

- a) Local community centres;
- b) hospital centres (including a general care hospital at Povungnituk and Chimo);
- c) social service centres;
- d) reception centres.

- 15.0.12 Each establishment shall be administered by a Board of Directors consisting of:
- a) One (1) representative from each municipality of the Sector, elected for three (3) years;
 - b) three (3) representatives from members of the clinical staff selected for three (3) years;
 - c) one (1) representative from members of the non-clinical staff selected for three (3) years;
 - d) the director of a hospital centre under contract with the Council;
 - e) the head of the Health and Social Services of the Regional Government;
 - f) the general manager of the base facilities of the Sector.
- 15.0.16 The Board of Directors of each establishment must, by by-law,
15.0.17 establish an administrative committee.
- 15.0.19 The budget from Quebec shall include funding for services not included in provincial programs and provided to the native people by DNH&W (Canada) or by other agencies.
- 15.0.25 NH&W buildings and facilities shall be turned over to the Province and to the Kativik Council when the latter assumes full responsibility.
- 15.0.26 This Section shall be implemented gradually over a maximum period of five (5) years (see Schedule 1).

SCHEDULE 1

- (2) Existing federal and provincial services shall remain intact until the creation of the Kativik Health and Social Services Council.
- (3) A working group shall be assembled forthwith by Quebec and shall include representatives of agencies currently providing services, plus two (2) from N.Q.I.A. Recommendations shall be tabled with the Minister of Social Affairs by May 1st 1976.
- (4) Quebec and Canada will immediately improve services at Aupaluk, Port Burwell and in particular at Akulivik.
- (5) Upgrading by Quebec of existing establishment at Kuudjuaq (Chimo) and including plans for a general care hospital at Povungnituk.

EDUCATION (CREES)

SECTION 16

A CREE SCHOOL BOARD OPERATING ON CATEGORY I LANDS AND FOR THE BENEFIT OF A CREE POPULATION RESIDING ON CATEGORY II LANDS.

16.0.3 A Cree School Board will be created and will operate on Category I land. Moreover, it will provide educational services to the Cree population residing on Category II lands. The already existing Indian villages on Category I lands are: Fort George, Paint Hills (Wemindji), Eastmain, Rupert House, Waswanipi, Mistassini, Great Whale River and Nemasca. (Chapter 5, Articles 5.1.1 & 5.2.2).

THE SCHOOL BOARD SHALL BE SUBJECT TO THE PROVISIONS OF THE PROVINCIAL LAW OF PUBLIC INSTRUCTION.

16.0.6 The Cree School Board shall be subject to the provisions of the Provincial Law of Public Instruction and shall have jurisdiction and responsibility for elementary, secondary and adult education.

16.0.9 Moreover, certain special powers shall be granted this School Board such as: the possibility of making agreements for post-secondary education; the possibility of hiring native persons as teachers notwithstanding that such persons might not qualify as teachers in accordance with the standard qualifications prevailing in the other areas of the province, etc..

CREE SHALL BE THE LANGUAGE OF INSTRUCTION.

16.0.10 Cree shall be the first language of instruction and the use of French as a language of instruction shall be a long

term objective of the said School Board. English could also be used as a teaching language.

16.0.12 THE SCHOOL BOARD SHALL BE COMPOSED OF ONE (1) SCHOOL COMMISSIONER ELECTED BY EACH OF THE CREE COMMUNITIES (8) AND OF A REPRESENTATIVE APPOINTED BY THE GRAND COUNCIL OF THE CREES.

16.0.14 THE PROVINCE OF QUEBEC AND CANADA SHALL TRANSFER THEIR SCHOOL BUILDINGS, FACILITIES, RESIDENCES AND EQUIPMENT TO THE CREE SCHOOL BOARD UNDER A LONG TERM LEASE ARRANGEMENT AT NOMINAL COST.

16.0.28 CANADA AND QUEBEC SHALL PAY THE OPERATING AND CAPITAL COSTS ON A PROPORTIONAL 75/25 SHARE BASIS FOR ALL PERSONS REGISTERED UNDER THE TERMS OF THE INDIAN ACT. (CHAPTER 3).

THE TRANSITIONAL PERIOD SHALL BE OF THREE (3) YEARS.
THE PERSONNEL SHALL BE TRANSFERRED FOR 1978-1979.

16.0.30
16.0.31 The take over of the educational responsibilities by this School Board shall extend from 1976 to 1979 with a possibility of delaying the deadline according to the needs and to the problems encountered. The personnel shall be transferred for 1978-1979.

EDUCATION (INUIT)

CHAPTER 17

ONE SCHOOL BOARD CALLED KATIVIK FOR THE WHOLE TERRITORY
OF NORTH OF 55TH PARALLEL.

17.0.1 An Inuit School Board shall be created and shall be
called Kativik.

This Board shall be non-ethnic and shall operate on all
the territory north of the 55th parallel.

Inuit communities existing presently or to be created and
who are situated north of the 55th parallel are the following:
Akulivik (Cape Smith), Aupaluk (Hopes Advance Bay), Inukjuaq
(Port Harrison), Kangirsualudjuak (George River), Kangirsuk
(Payne Bay), Kundjuaq (Fort Chimo), Tasiujaq (Leaf Bay),
Koartac Killinik (Port Burwell), Kangirsujuaq (Wakeham Bay),
Salluit (Sugluk) and Great Whale River. (Chapter 6, Article
6.1.1).

THE SCHOOL BOARD SHALL BE GOVERNED BY THE PROVISIONS OF
THE EDUCATION ACT.

17.0.2 The School Board shall be governed by the provisions of the
Education Act.

17.0.3 The School Board shall have jurisdiction and responsibility
for elementary and secondary education and adult education.

17.0.61 Moreover, certain special powers shall be conferred this
17.0.63 Board such as: to enter into agreements with Canada or with
17.0.64 any School Board; to establish curriculum development cen-
17.0.69 ters whose functions shall be to select courses, textbooks
17.0.74 and materials appropriate for the native people, etc..

INUTTITUUT SHALL BE THE LANGUAGE OF INSTRUCTION.

- 17.0.59 Inuttituut shall be the first language of instruction and the use of French as a language instruction shall be pursued as a long term objective of the Board. English could also be used as a teaching language.
- 17.0.6 THE SCHOOL BOARD SHALL BE REPRESENTED OF ONE (1) SCHOOL COMMISSIONER ELECTED BY EACH MUNICIPALITY AND ONE (1) REGIONAL COUNCILLOR APPOINTED BY THE REGIONAL GOVERNMENT.
- 17.0.10 Moreover, an executive committee shall see that the law,
17.0.14 the ordinances, the resolutions and decisions of the Council of the Kativik School Board and contracts are complied and carried out.
- 17.0.76 THE PROVINCE OF QUEBEC AND CANADA SHALL TRANSFER THEIR
17.0.77 SCHOOL BUILDINGS, FACILITIES, RESIDENCES AND EQUIPMENT TO THE KATIVIK SCHOOL BOARD UNDER A LONG TERM LEASE ARRANGEMENT AT NOMINAL COST.
- 17.0.85 CANADA AND QUEBEC SHALL PAY THE OPERATING AND CAPITAL COSTS ON A PROPORTIONAL 25/75 SHARE BASIS FOR ALL PERSONS RECOGNIZED AS INUK. (CHAPTER 3).
- THE TRANSITIONAL PERIOD SHALL BE OF THREE (3) YEARS. THE PERSONNEL SHALL BE TRANSFERRED FOR 1978-1979.
- 17.0.87 The take over of the educational responsibilities by this
Appendix I School Board shall extend from 1976 to 1979 with a possibility of delaying the deadline according to the needs and to the problems encountered. The personnel shall be transferred for 1978-1979.

ADMINISTRATION OF JUSTICE (CREES)

SECTION 18

SPECIAL PROVISIONS FOR THE ADMINISTRATION OF JUSTICE
EXTENDED TO THE CREES

Judicial District of Abitibi is expanded and modified.

18.0.2 The actual judicial district of Abitibi is modified in order to include the territory of Abitibi, Mistassini and New Quebec, including Great Whale River and the area covered by the James Bay Region Development Act, but not including Schefferville, Gagnonville and Fermont.

18.0.3 Abolition of all concurrent jurisdiction

18.0.4 Changes to the territorial limits of the district can be made by the Minister of Justice of Quebec after consultation with local authorities affected by such changes.

COURTS AND TRIBUNALS MAY SIT IN CREE COMMUNITIES

18.0.11 The chief place of the "judicial district of Abitibi" is situated at Amos or at such other place that the legislator may designate.

18.0.12 The Lieutenant-governor in Council may, by proclamation, authorize the court, tribunals, ... to sit outside the chief place in the various Cree communities.

18.0.20 In accordance with paragraph 18.0.12, sub-offices of the courts shall be established, as required, within the Cree communities after consultation with the interested Cree local authorities or with the Cree Regional Authority.

18.0.13 The tribunals are itinerant... each time as the circumstances permit it,...

RULES OF PROCEDURE ESTABLISHED BY THE JUSTICES OF THE DISTRICT ARE TO BE SET IN CONSULTATION WITH THE CREE

18.0.14 The judges and other persons designated to render justice in the district may establish from time to time rules of practice required for the proper administration of justice after having consulted with the Cree Regional Authority.

18.0.19 The provisions of the Code of Civil Procedure, the Criminal Code and the Canada Evidence Act shall be amended, insofar as this may be necessary to adopt such provisions to the circumstances, usages, customs and way of life of the Crees and in order to deal adequately with the difficulties of the district.

18.0.31 Studies for the revision of sentencing and the detention practices of Crees should be undertaken with their cooperation, taking into account their culture and way of life.

TRANSLATION IN CREE ORAL AND WRITTEN, IS PROVIDED AS A RIGHT

18.0.23 ... where a Cree person is a party to the suit, case or proceeding, or is the accused, are included certain provisions concerning the right of translation into the Cree language.

18.0.28 When a Cree is arrested or detained, he must be informed in the Cree language, if he does not comprehend either French or English.

TRAINING PROGRAMS FOR CREES

18.0.20 Crees shall be trained as deputies to the clerks of the Provincial Court, of the Social Welfare Court, of the Court of Sessions of the Peace, as well as deputy to the Sheriff of the district.

18.0.22 Programs to train Crees to act initially as stenographers of the itinerant Provincial Court and eventually for the other courts.

18.0.27 ... Programs to train Crees as staff, correctional or detention officers and as officers required for probation, parole, rehabilitation and aftercare services.

18.0.33 In order to ensure that Cree people do not misunderstand the intervention of the judicial authority or of the legal system, Crees will receive special training to act as information officers and be stationed in the Cree communities.

18.0.34 After consultation with the Cree local authorities or Cree Regional Authority, and when it will be appropriate to do

18.0.34 so, Crees will be recruited, trained and hired in order to assume the greatest number possible of position in connexion with the administration of justice in the district.

18.0.35 Crees shall be engaged and trained, as soon as possible after the execution of the Agreement, to disseminate to the Cree communities information on the law and the judicial process.

TRAINING PROGRAMS FOR NON-NATIVE ENGAGED IN THE JUDICIAL AND LEGAL SYSTEM OF THE DISTRICT

18.0.17 Programs to train non-Native persons in the particular problems of the district, as well as respecting the usages, customs and psychology of the Crees.

18.0.36 Programs for non-Native persons so that such persons be familiar with the language, customs, needs and aspirations of the Crees.

PLACES OF DETENTION ARE ESTABLISHED NORTH OF 49TH PARALLEL

18.0.26 As quickly as possible after the execution of the Agreement and after consultation with Cree local authorities, the appropriate detention institutions will be established within the district.

18.0.29 In accordance with a federal-provincial agreement with respect to costs of the programs of services referred to in this Section, it shall be provided:

18.0.29

- that Crees who are sentenced by any court to imprisonment for more than two (2) years may be detained in a place of detention situated and established in the James Bay Territory.
- that Crees prisoners who are found to be or become mentally ill be detained in the appropriate facilities in the James Bay Territory.
- that suitable facilities be provided to receive and care for persons detained who... become seriously ill.
- that facilities be provided for detention, training and rehabilitation of young Cree offenders.
- that establishment for the temporary detention of persons, public prisons, rehabilitation or reformatory institutions, etc., be provided for.
- that special rehabilitation programs be created.

THE JUDICIAL ADVISORY COMMITTEE

18.0.37

This committee will be established and financed by Quebec after the execution of the Agreement. It will be composed of representatives of Quebec, the Crees and other specialists deemed necessary.

It shall advise on a permanent basis the authorities with respect to the administration of Justice respecting Crees in the district.

POLICE - CREES

SECTION 19

CREE UNITS OF THE QUEBEC POLICE FORCE ARE ESTABLISHED
COMPRISED OF SPECIAL CONSTABLES

19.1 CREE UNITS OF THE QUEBEC POLICE FORCE

Definition: "Cree units" means a sub-detachment of a detachment of the Quebec Police Force composed of one or more Cree peace officers.

19.1.1 On the execution of the Agreement, procedures shall commence for the establishment of Cree units.

19.1.2 Constables: two (2) Cree constables per one thousand (1 000) Cree inhabitants.

19.1.3 Such constables should be engaged upon the prior approval of the Cree native party to be part of Cree units, established in the beginning for the Littoral area, Mistassini and Waswanipi and Great Whale River.

19.1.4 The Cree units shall be established after consultation with the Cree native party and the Cree local authorities, in the more populated areas.

19.1.5 The Cree units may be composed of special constables (Section 64 of the Police Act, S.Q. 1968, c. 17) as a preliminary and temporary measure.

19.1.8 Training courses will be given by the Quebec Police Institute.
19.1.9 The program shall be the same as the present program
19.1.10 for the training of Native special constables.

- 19.1.11 The duties of the members of the Cree units of the Quebec
19.1.13 Police Force shall be the same as the duties of all other
regular members of such force, as well as the enforcement
of the by-laws of the Cree local authorities.
They shall have duties on Categories I, II and III lands.
- 19.1.12 A Police Advisory Committee will be established - negotia-
tions to take place between Canada, Quebec and the Crees -.
The members of the Cree units shall be recruited and
appointed in virtue of special regulations proposed by
that committee.

THE CREE COMMUNITIES MAY ALSO ESTABLISH AND OPERATE THEIR
OWN POLICE FORCES.

19.2 CREE LOCAL COMMUNITY POLICE FORCE

- 19.2.1 The Cree special constables of each community will have
the duties and functions, in Category I lands, of cons-
tables and peace officers as well as duties similar to
those of municipal police constables.
- 19.2.2 These constables must be Crees. Some may perform the
duties referred to in paragraph 19.2.1 simultaneously
with other duties and functions referred to in Section 18.
- 19.2.3 Initailly, they shall perform their duties in Category I
lands, subsequently, they may be given jurisdiction in
Categories I and II lands.
- 19.2.4 Special constables: One (1) for every five hundred (500)
Cree persons in each community.

19.2.5 The qualifications for the appointment of special constables shall be the same as those actually prevailing for the appointment of Native special constables.

19.2.6 The adoption of a special provincial legislation permitting the establishment and operation of such police forces.

CANADA AND QUEBEC WILL ENTER INTO A COST-SHARING (60/40%) AGREEMENT TO PROVIDE FOR THE DIRECT COSTS OF POLICING SERVICES AS PROVIDED BY CREE SPECIAL CONSTABLES - CREE UNITS AND COMMUNITY POLICE FORCES -

19.3 Such costs as training, lodging, training allowances and transportation to and from the training institutions.

Canada and Quebec shall contribute to the approved budget of such police forces on the following basis: Canada: 60%, Quebec 40%.

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

The communities may, according to their revenue, but excluding government funds provided for the Cree communities, be obliged to pay to Quebec up to a maximum of 10% of the said direct costs.

ADMINISTRATION OF JUSTICE - INUIT

SECTION 20

SPECIAL PROVISIONS FOR THE ADMINISTRATION OF JUSTICE ARE
EXTENDED TO THE INUIT

JUDICIAL DISTRICT OF ABITIBI IS EXPANDED AND MODIFIED

- 20.0.1 ...to include the territories of Abitibi, Mistassini and
Nouveau-Québec, including Great Whale River and the area
covered by the James Bay Region Development Act, but not
including Schefferville, Gagnonville and Fermont.
- 20.0.2 All concurrent jurisdictions are abolished.
- 20.0.3 Changes in the territorial limits are made by the minister
of Justice, after consultation with the Regional Government.

COURTS AND TRIBUNALS MAY SIT IN THE INUIT COMMUNITIES

- 20.0.4 The Lieutenant-Governor in Council may authorize by procla-
mation the courts, tribunals, etc., to sit outside the chief-
place in the various permanent Inuit communities.

A CIRCUIT COURT IS ESTABLISHED

- 20.0.5 There shall be an itinerant court for the judicial district
of Abitibi. The court shall sit in each community where a
sub-office has been established (under paragraph 20.0.4). The
judges shall have combined jurisdictions.

20.0.5 Other paragraphs are concerned with the itinerant court. In paragraph 20.0.9, it is mentioned that there shall be appointed a clerk of the itinerant court, and assistants to the clerk to manage the sub-offices. These persons are empowered to act as deputy-sheriff, issue writs and discharge the duties of a deputy-protonotary for the Superior Court.

Also, paragraph 20.0.10 mentions that an interpreter and an official stenographer shall accompany the Circuit Court.

Finally, in paragraph 20.0.14 it is said that the itinerant court shall be assisted, in the exercise of its powers respecting supervised probation, by probation officers.

RULES OF PRACTICE ESTABLISHED BY THE JUSTICES OF THE AREA ARE TO TAKE INTO ACCOUNT INUIT CUSTOMS AND LIFE STYLE

20.0.6 ...the persons appointed to dispense justice in the judicial district shall, after prior consultation with the Regional Government, make the rules of practice judged necessary for the proper administration of justice.

20.0.7 The rules of practice established for the judicial district shall take into consideration the particular circumstances of the district, the customs, usages and ways of life of the Inuit.

20.0.8 All persons designated to dispense justice in the district shall be cognizant with the usages, customs and psychology of the Inuit people. In paragraph 20.0.12 it is mentioned that the non-Inuit court staff shall be also cognizant with the particularities of the Inuit people.

- 20.0.11 Translation in Inuttituut oral and written is provided as a right.

TRAINING PROGRAMS FOR COURT FUNCTIONS ARE ESTABLISHED

- 20.0.13 The establishment of formation and training programs for Inuit for the positions of clerk and assistant-clerk of the itinerant court sheriff, deputy-sheriff, stenographer and interpreter
- 20.0.15 Information officers shall be stationed in designated municipalities. In the case where these officers are non-Inuit, paragraph 20.0.16 mention that they shall be cognizant with the usages, customs and psychology of the Inuit people.
- 20.0.17 After prior consultation with the Regional Government, establish according to needs, educational and training programs for Inuit for the functions of probation and information officers.

PROVISIONS OF QUEBEC LAWS AND PRACTICES SHALL BE MODIFIED IF DEEMED NECESSARY.

- 20.0.18 The department of Justice shall appoint Crown attorneys for the judicial district for such terms of office and upon such conditions.
- 20.0.19 All residents of the judicial district shall be entitled as of right to receive Legal Aid services in all matters, provided they qualify in accordance with the criteria of the Quebec Legal Services Commission which shall be modified to

- 20.0.19 take into consideration the cost of living, the distance involved and other factors particular to the district.
- 20.0.20 The provision of the Code of Civil Procedure, the Criminal Code and the Canada Evidence Act shall be modified, if deemed necessary, to suit the particular difficulties of the district and to take into account the circumstances, usages, customs and way of life of the Inuit and to render justice more accessible to them.
- 20.0.21 The amendment of the Criminal Code to allow that six (6) jurors only be sworn in the territories of Abitibi, Mistassini and Nouveau-Québec.
- 20.0.22 Amendments should be adopted to allow Inuit to be sworn as jurors, even though they cannot speak French and English fluently.
- 20.0.23 The Lieutenant-Governor in Council shall appoint a coroner cognizant with the usages, customs and psychology of the Inuit people.
- 20.0.24 Sentencing and detention practices should be revised to take into account the culture and way of life of the Inuit, and this, with their cooperation.
- 20.0.25 PLACES OF DETENTION ARE ESTABLISHED NORTH OF 49TH PARALLEL
- 20.0.26 All the Inuit persons shall, if they so desire, have the right to be detained, imprisoned or confined in small institutions located within the territory of the Regional Government.

POLICE - INUIT

SECTION 21

- 21.0.1 THE KATIVIK REGIONAL GOVERNMENT IS AUTHORIZED TO ESTABLISH AND MAINTAIN A REGIONAL POLICE FORCE WITHIN ITS AREA OF JURISDICTION
- 21.0.2 The Regional Police Force shall be governed by the provisions of the Police Act and all other laws of Quebec of general application, save where these laws are inconsistent with this Section, in which event the provisions of this Section shall prevail.
- 21.0.3 Members of the Force shall be posted in the most populated municipalities. The criterion is one (1) member for every 500 inhabitants.
- 21.0.4 The Regional Government has the authority to make ordinance to:
- provide for the organization, equipment and maintenance of a Police Force;
 - prescribe the duties and powers of the members of such force and prescribe the penalties in case of infringement;
 - provide for the imposition of penalties;
 - determine the place where the members of the force shall reside, classify them and prescribe the inspections to which they shall be subject.

THE REGIONAL POLICE FORCE

- 21.0.6 It shall be the duty of the Force and its members to maintain

- 21.0.6 peace, order and public safety, to prevent crime and infringement of the by-laws of the municipal corporations, the ordinance of the Regional Government and the laws of Quebec.
- 21.0.7 The Force shall be under the control of a director or Chief who shall command it.
- 21.0.9 THE QUALIFICATIONS OF THE QUEBEC POLICE COMMISSION SHALL NOT APPLY TO INUIT CONSTABLES
- 21.0.9 Sub-paragraph (d) and (e) of Section 3 of the Police Act shall not apply.
- 21.0.10 ...Any by-law of the Quebec Police Commission made for the purposes of qualifications required for admission shall be made after prior consultation with the Regional Government.
- 21.0.13 THE APPOINTMENT OF SPECIAL CONSTABLES
- 21.0.13 The Council of the Regional Government may, by ordinance, authorize the Chairman of the Executive Committee to appoint in writing, in case of emergency and for a period not exceeding seven (7) days, persons called special constables (same duties as members of the Regional Police Force).
- THE TRAINING OF THE INUIT CONSTABLES
- 21.0.16 Training and course programs shall be established. Quebec shall pay for training and course fees and lodging for the candidates at the Quebec Police Institute.

21.0.17 The Regional Government may establish by ordinance and maintain a police school. Such ordinance, to be valid, must be approved by the Lieutenant-Governor in Council.

21.0.19 INUIT PEOPLE WHO DO NOT MEET THE QUALIFICATIONS FOR ADMISSION IN THE QUEBEC POLICE FORCE MAY BE APPOINTED SPECIAL CONSTABLES

ENVIRONMENT AND FUTURE DEVELOPMENT
BELOW THE 55TH PARALLEL

SECTION 22

- 22.2.3 Federal and Provincial laws will apply in the Territory if not inconsistent with the provisions of the Agreement.

Suitable legislation and regulations may have to be adopted by Quebec and Canada in accordance with the provisions contained in the Agreement (22.2.4).

- 22.3.1 Establishment of the James Bay Advisory Committee to review and oversee the administration and management of the Environmental and Social Protection Regime.

Composition:

4 Canada

4 Quebec

4 Crees

The chairman or vice chairman of the Hunting, Fishing and Trapping Coordinating Committee (24.4.1).

- 22.5.6 Establishment of an Evaluating Committee, an advisory body, under the administrative supervision of the James Bay Advisory Committee on the Environment.

Composition:

2 Quebec

2 Canada

2 Cree Regional Authority.

- 22.6.1 Establishment of an Environmental and Social Impact Review Committee to review development projects involving provincial jurisdiction.

Composition:

3 Quebec

2 Cree Regional Authority.

- 22.6.4 Establishment of an Environmental and Social Impact Review Panel to review development projects involving federal jurisdiction.

Composition:

3 Federal

2 Cree Regional Authority.

- 22.7.6 The above mentioned Committees shall be fully operative within a period of four (4) months following the date of coming into force of the Agreement.

- 22.7.7 The parties of the Agreement will respect certain interim measures before the coming into force of the Agreement (22.7.7 to 22.7.10).

THE ENVIRONMENTAL AND SOCIAL PROTECTION
REGIME NORTH OF 55TH PARALLEL

SECTION 23

23.2.3 THE REGIME PROVIDES FOR:

The adoption of laws and regulations to minimize the impact of development on the Native people and on the environment.

An environmental and social impact assessment and review procedure.

A consultative mechanism involving the Native people and the general public to protect rights and guarantees by the Native people as established by the Agreement.

23.3.1 Establishment of the Environmental Quality Commission (EQC) to participate in the administration and supervision of the assessment process with matters and development projects of provincial jurisdiction.

Composition:

4 Kativik government

5 Quebec.

- 23.4.2 Establishment of a Screening Committee, an advisory body, under the supervision of the Review Panel (23.4.11).

Composition:

- 2 Canada
- 2 Regional Government.

- 23.4.11 Establishment of an Environmental and Social Impact Review Panel to review all developments contemplated in 23.4.1. Chairman appointed by Canada.

Composition:

- 2 Regional Government
- 3 Federal.

- 23.5.1 Establishment of an Environmental Advisory Committee.

Composition:

- 3 Regional Government
- 3 Quebec
- 3 Canada

- 23.6.1 Establishment of the Kativik Regional Development Council, the preferential consulting body of O.P.D.Q. in matters related to public consultation and advice on development.

23.6.11 The Kativik Regional Council will be eligible to a basic annual minimum grant of \$50,000. as of April 1976 and subject to indexation.

23.7.1 The above mentioned Committees shall be fully operative within four (4) months following the coming into force of the Agreement.

HUNTING, FISHING AND TRAPPING

SECTION 24

24.3 HUNTING

24.3.3 The Native people shall enjoy the sole and exclusive right to harvest in accordance with the provisions of this section.

24.3.4 The exercise of the right shall be subject to the principle of conservation.

24.3.5 The right extends to all the Territory subject to limitations stipulated in 24.12.

24.3.7 The right shall not be exercised in lands situated within existing or future non-Native settlements within the Territory.

24.3.8 The exercise of the right is prohibited during the operating season in areas specified in leases or permits as reserved for outfitters.

24.3.10 The Native people shall have the right to harvest at all times of the year subject to conservation rules established by the Agreement and subject to the Migratory Birds Convention Act.

- 24.3.11 (c) In the case of migratory birds, there may be gift or exchange within the community and community use shall be limited to the gift or exchange of meat and eider-down.

Community use shall not include the exchange or sale of fish and meat to non-Natives, except in the case of commercial fisheries.

- 24.3.18 The exercise of the right to harvest shall not be subject to the obtaining of permits, save where stipulated in the Agreement.

- 24.3.19 The right to trap is limited to Native people.
24.3.20 However, non-Natives may be authorized to trap in areas not utilized by Natives during prolonged periods and where it is necessary for the preservation of species.

- 24.3.29 Quebec shall take all measures to obtain modifications to the Wildlife Conservation Act or any other Act which may conflict with the Agreement.

- 24.3.30 Laws and regulations may be adopted by governments with a minimum of impact on Native harvesting activities. In general, control of activities will be less restrictive for Natives than for non-Natives.

24.4 COORDINATING COMMITTEE

24.4.1 Hunting, Fishing and Trapping Coordinating Committee is established to review, manage and supervise the Regime.

Composition:

3 Quebec

3 Canada

3 Cree

3 Inuit

plus one observer member from S.D.B.J.

24.4.18 The Committee shall have a secretariat of not more than three (3) employees.

24.5 POWERS OF NATIVE AUTHORITIES AND GOVERNMENTS

24.5.1 Protection of wildlife resources shall be solely the jurisdiction of provincial and federal governments.

24.5.2 These rights will be exercised in consultation with the joint Committee.

- 24.5.3 Local and regional authorities may adopt regulations more restrictive than those of provincial and federal governments.
- 24.5.4 The local and regional administrations may establish regulations on harvesting activities, such as the allocation of quotas, personal and community use, commercial fishing facilities, etc.
- 24.5.5 Such regulations shall be submitted to the Coordinating Committee and will take effect after 90 days, if not disallowed during the 90 day-period.

24.6 PRIORITY OF NATIVE HARVESTING

- 24.6.2 The principle of priority of Native harvesting means that Native shall be guaranteed levels of harvesting equal to present levels. However, interim guaranteed levels may be negotiated upon the execution of the Agreement.

24.7 SPECIES RESERVED FOR NATIVE PEOPLE

- 24.7.1 Certain species will be reserved for the exclusive use of Native people, including commercial fisheries.

24.8 NON-NATIVE HUNTING AND FISHING

- 24.8.1 Non-Natives shall have the right to sport hunting
24.8.2 and sport fishing in category III lands and the
right to hunt and fish in categories I and II with
the authorization of local governments and Inuit
Corporations.

24.9 OUTFITTING REGIME

- 24.9.1 Exclusive right of Natives in Categories I and II
24.9.2 and for non-Natives with the authorization of Cree
local governments and Inuit corporations.

Right of non-Natives to pursue their activities for
two years. After two (2) years, Native people must
decide to renew or not the permits. Native people
may purchase outfitting assets. Remaining assets
will be compensated by Quebec.

- 24.9.6 The Native people shall not exercise the right of
first refusal in respect to at least three (3) non-
Native applications out of ten (10).

- 24.9.7 Non-Native outfitters may obtain a permit to operate
in the Territory upon recommendations of the joint
Committee and if Native people do not want to exercise
their right of refusal.

24.10 ENFORCEMENT OF THE REGIME

24.10.2 Canada and Quebec must train a sufficient number of Native people to apply the Regime and Native people qualified as Conservation Officers will be empowered by Quebec and Canada to act as such.

24.11 ENVIRONMENTAL PROTECTION

24.11.1 The Hunting, Fishing and Trapping Regime will be enforced in accordance with sections 22 and 23.

24.12 DEFINITION OF TERRITORY

24.12.2 The Territory, for the purpose of this section, will
24.12.3 be divided into three areas: a) the "southern area",
b) "the buffer area" and c) the "northern area"
(schedule 3 for map).

a) In the "southern area", laws of general application shall apply and not the Regime, except for categories I and II lands in the area, and for Cree traplines (para. 24.3.19).

b) In the "buffer area", the Regime applies with exceptions stipulated in the paragraph. Non-Natives will have access to sport fishing in this area.

c) The Regime shall apply in full in the "northern area" (north of 50th parallel).

24.14 MIGRATORY BIRDS AND MARINE MAMMALS

24.14.2 to
24.14.4 Canada must make all efforts to obtain an amendment or a modification of the Migratory Birds Convention in order to eliminate incompatibilities with the present Convention as much as possible (R.S.C. 1970, c. M-12.)

24.14.5 Canada must take all reasonable measures, following the signing of the Agreement to amend the Fisheries Act (R.S.C. 1970, c. F-14.) and the Whaling Convention Act (R.S.C. 1970, c. W-8). This may not be considered as an engagement on the part of Canada to do so.

24.16 TRANSITIONAL MEASURES

24.16.1 The parties concerned must choose their representatives on the joint Committee-hunting, fishing and trapping, in the two (2) months following the Agreement.

24.16.3 The Committee will give priority to the "research to establish present levels of Native harvesting".

24.16.4 S.D.B.J. will administer the research funds.

COMPENSATION AND TAXATION

SECTION 25

- 25.1.5 A FIRST \$75 MILLION TO BE PAID OVER TEN (10) YEARS STARTING
25.1.6 MARCH 31, 1976 (SEE SCHEDULE 1, SUB-SECTION 25.1):
\$32.75 MILLION BY CANADA
\$42.25 MILLION BY QUEBEC.
- 25.1.7 A SECOND \$75 MILLION TO BE PAID BY QUEBEC BEFORE 1997 FROM
to THE SALE OF ELECTRICITY.
25.1.15
- 25.2.1 ABSOLUTE RENUNCIATION BY THE JAMES BAY CREES AND THE INUIT
OF QUEBEC OF ANY AND ALL CLAIMS AGAINST QUEBEC WITH RESPECT
TO ROYALTIES, MINING DUTIES, TAXES OR EQUIVALENT OR SIMILAR
BENEFITS DERIVED AND RESULTING FROM DEVELOPMENT AND EXPLOITATION
IN THE TERRITORY.
- 25.2.3 A THIRD \$75 MILLION TO BE PAID OVER FOUR (4) YEARS STARTING
IN 1975, IN THE FORM OF PROVINCIAL DEBENTURE ; EACH ANNUAL
ISSUE WILL FALL DUE AFTER TWENTY (20) YEARS.
- 25.1.15 CANADA AND QUEBEC FOR THE CREES AND CANADA ALONE FOR THE
25.1.16 INUIT WILL PAY AN ADDITIONAL COMPENSATION. CANADA WILL
PAY THE WHOLE AMOUNT AND QUEBEC 50 P. CENT OF ITS CONTRIBUTION
WITH THE FIRST \$75 MILLION. QUEBEC WILL PAY THE
SECOND 50 P. CENT OF ITS CONTRIBUTION TO THE CREES WITH
THE PAYMENT ON THE SECOND \$75 MILLION.
- 25.3.1 PRINCIPAL PAYMENTS EXEMPTED FROM TAXATION.
REVENUES TO BE SUBJECT TO GENERAL TAX LEGISLATION.

25.4 FORMULA FOR DIVISION OF COMPENSATION BETWEEN THE CREES
AND THE INUIT OF QUEBEC DESCRIBED HEREIN.

25.5 QUEBEC SHALL COMPENSATE THE CREES AND INUIT IN RESPECT TO
THE COST OF NEGOTIATIONS UPON THE AGREEMENT COMING INTO
FORCE:

\$2.2 MILLION TO THE JAMES BAY CREES

\$1.3 MILLION TO THE INUIT OF QUEBEC.

25.6 FINANCING IS UNDERTAKEN BY QUEBEC DURING THE TRANSITIONAL
PERIOD IN THE FORM OF LOANS:

\$3.3 MILLION TO THE JAMES BAY CREES

\$2.2 MILLION TO THE INUIT OF QUEBEC.

NOTE: AN IDENTICAL FORM OF FINANCING AS IN 25.6 IS UNDER
CONSIDERATION BY CANADA, ALTHOUGH IT IS NOT INCLUDED
IN THE AGREEMENT.

CREE LEGAL ENTITIES

SECTION 26

CREE CORPORATIONS, TO BE INCORPORATED BY QUEBEC, TO RECEIVE
AND ADMINISTER COMPENSATION

- 26.0.1 The compensation payable to the Crees, ... shall be made
by payments to a corporation incorporated by a Special Act
of the Province of Quebec as a non-profit organization
without pecuniary gain to its members.
- 26.0.2 The Corporation shall be under the effective control of the
Crees. All the Crees eligible - see Section 3 - shall be
members of the Corporation.
- 26.0.3 The Corporation shall have its head office in the Province
of Quebec at a place within the limits of Category IA and
IB lands... Quebec and Canada shall make the payments of
the compensation to the Corporation at the said office.
- 26.0.4 THE CORPORATION SHALL BE INCORPORATED FOR THESE PURPOSES
- The reception, administration and investment of the Com-
pensation payable to the Crees.
- The relief of poverty, the welfare, and the advancement
of education of the Crees.
- The development, the civic and other improvement of the
Cree communities.

NO INDIVIDUAL DISTRIBUTION IS PERMITTED

26.0.6 ... The Corporation and any other entities contemplated hereby or afterwards created shall not distribute their assets in any manner whatsoever to, ..., any individual as distinct from the community.

20 YEARS CONTROLS ON INVESTMENTS AND EXPENDITURES

26.0.5(d) After 20 years from the coming into force of the Agreement, no restrictions as to the investment, use, transfer or re-transfer of the Compensation or revenues therefrom shall exist for the Corporation or other entities.

THE CORPORATION'S INVESTMENTS

26.0.7 During the ten (10) year period following the coming into force of the Agreement, no less than 75% -(1977 - 1987)- and during the ten (10) year period next following - (1987 - 1997) - no less than 50% of the Compensation referred to in Sub-section 25.1 (\$150,000,000.) shall be invested.

26.0.5 25% MAXIMUM IN NATIVE BUSINESS VENTURES, EDUCATION, COMMUNITY AND CHARITABLE PURPOSES

26.0.5(a) To transfer... not more than 25% of the compensation for the following purposes:

- 26.0.5(a)
- to assist in the creation, financing or development of business... of the Crees.
 - to initiate, expand and develop opportunities for the Crees to participate in the economic development of their society.
 - to invest in the securities of any corporation owning property or carrying on business directly related to the economic or other interests of the Crees.

26.0.5(b) To transfer... any amount which, when added to the amount transferred or used pursuant to 26.0.5(a), shall not aggregate more than 25% of the Compensation, exclusively for educational, community and other charitable activities of the Crees.

26.0.5 REMAINDER (75%) IN SPECIFIC TYPES OF INVESTMENT AS SET FORTH IN THE SCHEDULE 1 OF SECTION 26 OF THE AGREEMENT

26.0.5(c) To invest... the balance of the Compensation for the periods stipulated in 26.0.7, as it deems appropriate and to use the revenues from such investments to support in any way judged appropriate any activities, whether social, community, business or otherwise of the Crees.

CANADA AND QUEBEC HAVE MINORITY POSITIONS ON BOARDS OF DIRECTORS FOR TEN YEARS

26.0.8 ... The respective boards of directors or management shall be comprised of members of the Corporation to be selected

26.0.8

on a basis guaranteeing at least one (1) representative of each Cree community, and, for a period of ten (10) years from the date of the coming into force of the Agreement, two (2) representatives selected by Quebec and one (1) representative selected by Canada, who need not be members of the Corporation.

... The respective boards of directors or management of each entity shall be composed of not less than eleven (11) and not more than twenty eight (28) persons.

... The directors appointed by Quebec and Canada shall not be remunerated, nor have their expenses paid, by the Corporation.

INUIT LEGAL ENTITIES

SECTION 27

INUIT CORPORATION, TO BE INCORPORATED BY QUEBEC, TO RECEIVE
AND ADMINISTER COMPENSATION

- 27.0.1 A legal entity known as "la Société Inuit de développement-
The Inuit Development Corporation" shall receive the compen-
sation.
- 27.0.2 La Société Inuit de développement - The Inuit Development
Corporation (hereinafter referred to as the "Corporation")
shall be incorporated by a Special Act of the National
Assembly of Quebec.
- 27.0.3 The Corporation shall be without share capital and the only
members shall be all the Inuit eligible by virtue of Section 3.
- 27.0.4 THE PURPOSES OF THE CORPORATION SHALL BE:
- to receive, administer and invest the compensation and
the revenues therefrom.
 - the relief of poverty, the welfare and the advancement of
education of the Inuit.
 - the development and the improvement of the Inuit communi-
ties.

NO INDIVIDUAL DISTRIBUTION IS PERMITTED

- 27.0.6 ...the Corporation or other entities shall not distribute their assets in any manner whatsoever to any individual as distinct from the community.

THE INVESTMENTS OF THE CORPORATION

- 27.0.7 During the ten (10) year period following the coming into force of the Agreement, not less than 75% (1977-1987), and during the ten (10) year period following (1987-1997), not less than 50% of the Compensation referred to in Sub-section 25.1 (\$150,000,000.) shall be invested.

- 27.0.5 25% MAXIMUM IN NATIVE BUSINESS VENTURES, EDUCATION, COMMUNITY AND CHARITABLE PURPOSES

- 27.0.5(a) To transfer... not more than 25% of the Compensation for the following purposes:

- to assist in the creation, financing or development of business, resources, etc., of the Inuit.
- to initiate, expand and develop opportunities for the Inuit to participate in the economic development of their society.
- to invest in the securities of any corporation owning property or carrying on business directly related to the economic or other interests of the Inuit.

- 27.0.5(b) To transfer... any amount which, when added to the amount transferred or used pursuant to paragraph 27.0.5(a) shall not aggregate more than 25% of the Compensation, exclusively for educational, community and other charitable activities of the Inuit.

27.0.5 REMAINDER (75%) IN SPECIFIC TYPES OF INVESTMENT AS SET FORTH IN THE SCHEDULE 1 OF SECTION 27 OF THE AGREEMENT

27.0.5(c) To invest... the balance of the compensation, which shall be not less than 75% or 50% respectively, for the periods stipulated in paragraph 27.0.7 in investments described in Schedule 1 of this Section and thereafter, as it deems appropriate and to use the revenues from such investments to support in any way judged appropriate any activities, whether social, community, business or otherwise of the Inuit.

QUEBEC AND CANADA HAVE MINORITY POSITIONS ON BOARDS OF DIRECTORS FOR NOT LESS THAN EIGHT (8) YEARS OR NOT MORE THAN TEN (10) YEARS.

27.0.8 The respective boards of directors or management shall be comprised of members of the Corporation to be selected on a basis guaranteeing at least one (1) representative for each Inuit community and for a period of eight (8) years from the date of the coming into force of the Agreement, which period may be extended for a further period of two (2) years upon the request of four (4) Inuit directors, two (2) representatives selected by Quebec and one (1) representative selected by Canada who need not be members of the Corporation.

...These respective Boards of Directors shall be composed of not less than 17 persons and not more than 25.

...The directors appointed by Quebec and Canada shall not be remunerated, nor have their expenses paid, by the Corporation.

ECONOMIC AND SOCIAL DEVELOPMENT - CREES

SECTION 28

28.1 Establish, by provincial legislation, the James Bay development corporation "a subsidiary of S.D.B.J."

28.2.3 The shares of the corporation shall form part of the public domain and be allotted to the Minister of Finance.

28.2.4 The board of directors will be composed of two (2) directors appointed by or with the consent of S.D.B.J., two (2) by the Cree regional authority and one (1) by Quebec.

28.3 OBJECTS OF THE JAMES BAY NATIVE DEVELOPMENT CORPORATION.

28.3.1 Promote economic opportunities and contribute to the general economic well-being of the Cree people to ensure their participation in the development of the territory and particularly in the following areas: tourism, land craft, road construction and maintenance, distribution of fuel, forestry, mining and transport.

To participate in joint projects profitable to the Crees.

28.4 CREE ASSOCIATIONS

28.4.1 Subject to conclusions of a study, the following associations will be established: -

1. Cree trappers' association;
2. Cree outfitting and tourism's association;
3. Cree native arts and crafts' association.

28.8 JOINT ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE.

28.8.1 The committee will review and make recommendations in social and economic governmental programs for the Cree people.

Composition:

- 2 representatives from the federal government
- 2 representatives from the Quebec government
- 5 representatives from the Cree regional adm.

28.9 TRAINING COURSES, JOB RECRUITMENT AND PLACEMENT

28.9.1 Canada and Quebec will provide the full range of training and placement programs to the Cree people.

28.10 CREE PARTICIPATION IN EMPLOYMENT AND CONTRACTS.

28.10.1 The number of Cree people employed by government in the territory, in particular at senior and management levels, shall increase as rapidly as possible.

28.10.3 The governments will take all reasonable measures to give priority to Crees for jobs and contracts in the territory.

On the job training for advancement will be provided.

28.11.1 Subject to provincial possibilities of Canada, Quebec and the Cree communities, Quebec and Canada, shall provide technical assistance and funding for community centres, sanitation services and fire protection in each community.

28.12 ASSISTANCE TO CREE ENTREPRENEURS

28.12.1 to 28.12.4 Canada and Quebec will provide assistance to individuals or groups to establish, own, expand or modernize enterprises, to participate in and benefit from the economic development of the territory.

28.13 UNDERTAKINGS CONCERNING RESEARCH AFFECTING CREES

28.13.1 The Governments will inform and seek advice from the regional and local authorities before commencing studies relating to the economic, social and cultural life of the Crees.

28.14 FRIENDSHIP CENTRES

28.14.1 Canada and Quebec shall continue to extend assistance to centres outside the Cree communities.

28.15 Assistance to Cree local and regional governments and authorities.

Canada shall provide within programs and regulations core funding to cover cost of federal programs transferred to such administrations.

28.16 ROADS TO CREE COMMUNITIES

28.16.1 Negotiations for access roads to communities will continue.

28.17 OTHER PROVISIONS

28.17.1 Negotiations will continue to attain objective of sections 28.2 and 28.3

ECONOMIC & SOCIAL DEVELOPMENT (INUIT)

CHAPTER 29

THE PROVINCE OF QUEBEC SHALL PAY \$9,000 TO HUNTERS WHO WILL PROVIDE A SUPPLY OF HUNTING PRODUCE TO OLDER AND DISADVANTAGED INUIT.

- 29.0.7 The Province of Quebec will pay a \$9,000 average to hunters who will provide a supply of hunting produce to older and disadvantaged Inuit.
- 29.0.9 One (1) hunter by community and an additional number equal to one per cent (1%) of the total Inuit population.
- 29.0.10 The Regional Government will have to make ordinances for the purpose of the program.
- 29.0.11 The Regional Government and the municipalities to be created will share the powers of execution of this program.
- 29.0.23 THE PROVINCE OF QUEBEC WILL SUPPLY THE HUNTERS, FISHERMEN AND TRAPPERS WITH THE NECESSARY EQUIPMENT.
- A TRIPARTITE COMMITTEE (CANADA/QUEBEC/INUIT) FOR TECHNICAL AND PROFESSIONAL TRAINING.
- 29.0.27 A tripartite committee, formed of six (6) Inuit representatives, of two (2) for Canada and of two (2) others for the Province of Quebec, will be created to answer the technical and professional training needs.
- 29.0.28 The goal is to employ as many as possible Inuit in the
29.0.32 Canada and Quebec services and non-governmental projects.

INCOME SECURITY PROGRAM FOR CREE HUNTERS AND TRAPPERS

SECTION 30

- 30.1.1 AN INCOME SECURITY PROGRAM IS ESTABLISHED FOR CREE PEOPLE PURSUING HARVESTING ACTIVITIES.
- 30.1.2 Quebec is responsible for funding the program.
- 30.1.3 The program will be as generous as any future similar program of general application established by Quebec or Canada.
- 30.1.4 Crees shall retain right to benefit, if eligible, from transfer payment, workmen's compensation, unemployment insurance, Canada and Quebec Pension Plans and other social insurance programs.
- 30.1.5 Beneficiaries from the program will not be entitled, at the same time, to social aid, social assistance or concurrent guaranteed income program of general application. The right to elect anyone of them, if eligible, shall be recognized.
- 30.1.6 Payments under the program shall be offset against benefits under other existing social programs.
- 30.1.9 The program shall provide for effective incentive to pursue harvesting as a way of life.

30.2 RIGHTS TO BENEFIT AND ELIGIBILITY.

In general, beneficiaries will have to have spent more time in the preceding year conducting harvesting than in salary or wage employment to be considered eligible. They will also have derived the greater part of their earnings from harvesting and related activities.

30.3 CALCULATION OF BENEFITS.

30.3.2 Beneficiary units eligible will be guaranteed a basic amount as the sum of:

\$1 000. for the head of the unit and \$1 000 for his consort;

\$ 400. for each family and unattached individual;

\$ 400. for each dependent child less than 18 years old.

30.3.3 \$10. a day for each adult for every day spent harvesting up to \$2 400 per year per adult.

\$2. a day for each adult for every day not spent in the bush excluding days in wage or self-employment or for which he receives workmen's compensation, unemployment insurance or training allowances.

30.3.4 "OTHER INCOME" MEANS:

30.3.4(a) Sale of furs in excess of \$250. per adult. Payments made
30.3.4(b) under 30.3.3. All other income, excluding family and youth
30.3.4(c) allowances, governmental aid, assistance, pensions, etc.

30.3.5 Old age security pension and 40 p. cent of all other income shall be deducted from the amount determined under 30.3.2 for each beneficiary unit.

30.3.6 Subject to 30.7.8 - the dollar amounts will be indexed annually.

30.4 ADMINISTRATION OF THE PROGRAM.

30.4.1 Creation of a "Cree Hunters and Trappers Income Security Board".

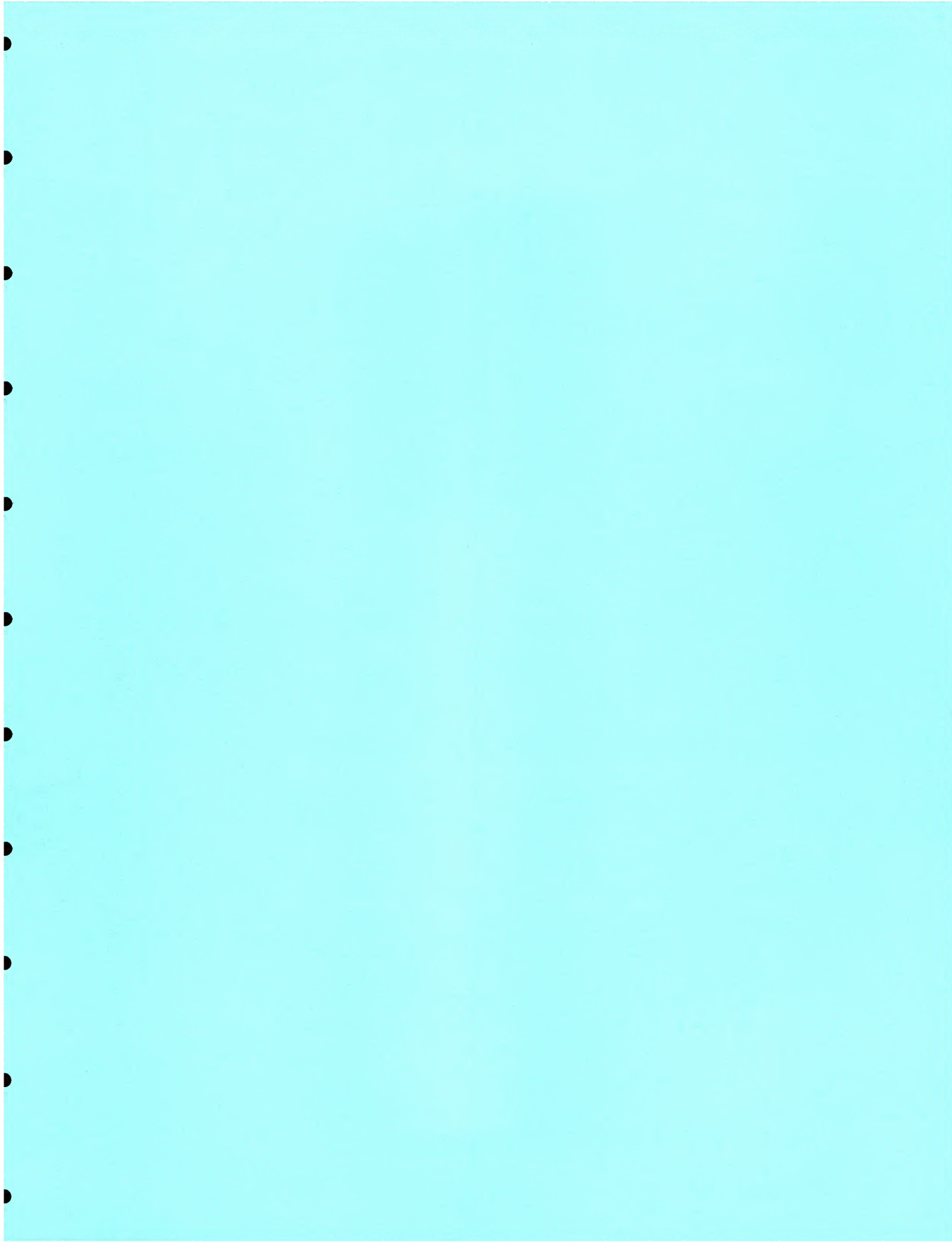
30.4.2 Cree Regional authority and Quebec each have three members and pay respective expenses.

- 30.4.5 The Chairman and Vice-president will successively be appointed by each party.
- 30.4.7 Chairman shall have a second and deciding vote.
- 30.4.8 Description of the functions of the Board.
- 30.4.9 The Board shall, from time to time, appoint a local administrator in each community amongst three persons recommended by the local government.
- 30.5 PROCEDURES.
- 30.5.1 The annual period shall commence on July 1st each year.
- 30.5.2 Applicants shall submit application form between July 1st and July 31st to local administrator.
- 30.5.8 Payments to beneficiaries will be on September 1st, January 2nd, April 1st and fifteen (15) days within filing a renewal benefit form (between July 1st and July 31st).
- 30.6.1 The Board shall meet not later than two (2) months after the execution of the Agreement.
- 30.6.10 The program shall be deemed to come into effect on the execution of the Agreement.
- 30.8.1 THE TOTAL NUMBER OF REMUNERATED MAN-DAYS SHALL NOT EXCEED 150 000 MAN-DAYS.
- 30.9.1 THE BOARD SHALL ONLY HAVE ADVISORY FUNCTIONS UNTIL THE COMING INTO FORCE OF THE AGREEMENT AND, IN THE MEANTIME, DECISION-MAKING POWER WILL ENTIRELY BE RETAINED BY THE MINISTER.

NOTE: RESPONSIBLE AUTHORITIES FOR ADMINISTERING SOCIAL AID OR SOCIAL ASSISTANCE PROGRAM SHALL NEED TO ESTABLISH A PROCEDURE TAKING THIS NEW PROGRAM INTO CONSIDERATION.

FEDERAL UNDERTAKINGS

- OFF SHORE ISLANDS - A SEPARATE AGREEMENT REMAINS TO BE SIGNED BETWEEN CANADA AND THE NATIVES WHICH WILL IDENTIFY THE ISLANDS INVOLVED WHERE CERTAIN RIGHTS AND PRIVILEGES WILL BE GIVEN AND GRANTED AND WILL SPECIFY THE LAND REGIME APPLICABLE.
- WATER AND SEWER SYSTEMS
FORT GEORGE AND EASTMAIN - PLANS SHALL BE PREPARED BY CANADA BUT THE INSTALLATION OF SERVICES WILL BE CARRIED OUT INSOFAR AS REGULAR BUDGETS WILL ALLOW AND SUBJECT TO CRITERIA APPLICABLE IN INDIAN RESERVES IN CANADA.
- FORT GEORGE BRIDGE - CANADA WILL BUILD A BRIDGE TO CONNECT THE GOVERNORS' ISLAND (FORT GEORGE ISLAND) WITH THE MAIN LAND.
- REPATRIATION OF NEMASKA BAND - CANADA UNDERTAKES TO FACILITATE THE REPATRIATION OF THE NEMASKA BAND SUBJECT TO THE PRIORITY GRANTED TO THIS PROJECT BY THE CREES WITHIN THE BUDGET ALLOTTED TO THEM (SEE SECTION 4, SUB-SECTION 7, FOR FURTHER DETAILS AND CONDITIONS).
- AIRPORTS
AIRSTRIPS - CANADA UNDERTAKES TO PROVIDE FINANCIAL ASSISTANCE FOR THE CONSTRUCTION OF AIRPORTS AND AIRSTRIPS WITHIN REGULAR BUDGETS, PRESENT OR FUTURE.



FOLLOW-UP

SECTION 2 (PRINCIPAL PROVISIONS)

Page 1 of 2 pages

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
2.4 2.9.7	Granting of release by native people.	April 1976	x	x	JUSTICE
2.5	Legislation declaring the Agreement valid.	Nov. 11, 1977	x	x	OCN (leader) JUSTICE (particip- tant) I&EA, PP&R Ott. & Reg.
2.9.1	Advise all departments involved in the Territory in respect to measures described in this paragraph.	Feb. 1, 1976		x	OCN (leader)
2.9.3	Regulations following selection of land to enforce rights to trap, hunt and fish (Section 24) and rights in respect to outfitting.	Crees: Inuit:		x (Dept. of Tourism, Fish & Game)	ENV. (leader) OCN (observer)
2.9.4	Select financial institutions for the transitional period.			x (Dept. of Fin. Insti- tutions)	I&EA (leader) JUSTICE (particip- tant) OCN (observer)
2.9.4. 2.8	Pay compensation during the transitional period.			x	I&EA (leader)
2.9.5	Implement technical measures (Section 8)	January 1976		x (JBEC - Hydro)	

FOLLOW-UP

SECTION 2 (PRINCIPAL PROVISIONS)

Page 2 of 2 pages

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
2.9.6	Implement measures related to the following programs:				OCN (leader)
	HEALTH AND SOCIAL SERVICES (Sections 14 and 15)	Nov. 1980	x	x	NH&W I&EA (Soc. serv.)
	EDUCATION (Sections 16 and 17)	Sept. 1978	x	x	I&EA Ott. & Reg.
	POLICE (Sections 19 and 21)	Immediately	x	x	I&EA Ott. & Reg. (Crees only)
	JUSTICE (Sections 18 and 20)	"	x	x	JUSTICE
	INCOME SECURITY (CREES) HELP FOR INUIT HUNTERS (Sections 29 and 30)		x	x	
2.16	Consult native population and confirm the Agreement.	Crees: Jan. 1976 Inuit: March 1976	x x	x x	I&EA, PP&R Ott. & Reg. " "

FOLLOW-UP

SECTION 3 (ELIGIBILITY)

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
3.3.1	Establishment of Local Enrolment Committees.	Between now and Dec. 1/77	x		
3.3.3	Establishment of an Enrollment Commission.	Between now and Dec. 1/77	x	Sec.-General	I.&E.A. (H. Chapman)
3.3.6(d)	Posting of official lists for Nov. 1st 1977.	Between Nov. 1/77 and May 1/78	x	x	" "
3.4.1 3.4.4	Appeal period (6 months),	Official list Nov. 1/77 to May 1/78	x	x	
3.4.5	Establishment of a Native Appeal Board.	Nov. 1/77		x	
3.4.6	Minister IAND has right to intervene in all appeal cases.				MINISTER IAND JUSTICE (participatant)
3.5.1	A Cree and Inuit register will be maintained by the Secretary-General.	As of November 1st 1977		Sec.-General	
3.5.4(g) 3.5.5(g)	Appointment of local Cree and Inuit Registry Officers by Quebec.		x	x	
3.6.1	Cost-sharing on a 50/50 basis of total expenses between Canada and Quebec.	Fiscal year 1977-78		x	
	<u>N.B.:</u> Maintenance of a Cree register.				I.&E.A. (H. Chapman)

FOLLOW-UP

SECTION 4 (PRELIMINARY TERRITORIAL DESCRIPTIONS)

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
Introduction	<p>Proceed with the technical surveys and cartographic descriptions.</p> <p>Revised territorial descriptions for Category I must be agreed upon prior to the commencement of ground survey, and the revised descriptions for Category II lands shall be authoritative (see 5.1.2, 5.1.3, 5.2.1, 6.1.2 and 6.2.2)</p>	3 years	Crees and Inuit	Lands & Forests SEBJ SDBJ J.B. Mun.	I&EA SURV. GEN.
Annex 7.4	<p>Proceed with a study in order to know the intentions of the Nemika people.</p> <p>Not less than 90 members of the Nemiska Band will have settled on the land selected.</p>	<p>1 year</p> <p>5 years</p>	<p>Crees</p> <p>Crees</p>	<p>x</p>	<p>I&EA</p> <p>I&EA</p>
8.1.4	Negotiate in order to determine the joint municipal administrative structure Cree-Inuit at Great Whale.		Crees and Inuit	x	I&EA JUSTICE

FOLLOW-UP

SECTION 5 (LAND REGIME)

Page 1 of 3 pages

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
5.1.2	Survey of Category I-A lands (1 274 sq. miles). Determine source of funding and who will conduct the survey (See requirements - Section 4). Cancel order-in-councils reserving land for Waswanipi, Mistassini and Eastmain. Provincial legislation transferring administration, management and control of Category I-A lands to Canada. Federal legislation to accept the transfer from the Province. Federal legislation covering the land regime on Category I-A.	3 years (end of 1978)	x	Lands and Forests	I&EA SURVEYOR GENERAL
			x	x	I&EA
				x	
					I&EA JUSTICE
			x	x	I&EA JUSTICE
5.1.3	Establishment of (Cree) land holding corporations.		x	x	I&EA JUSTICE
5.1.3. 5.1.4	Survey of Category I-B lands (884 sq. miles) except for 17.4 sq. miles for Inuit of Fort George but including 120 sq. miles for the Crees of Great Whale (See requirements - Section 4).	3 years	Crees and Inuit	x	I&EA SURVEYOR GENERAL

FOLLOW-UP

SECTION 5 (LAND REGIME)

Page 2 of 3 pages

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
5.1.3	Provincial legislation vesting ownership in (Cree) Corporations for Category I-B lands.		x	x	I&EA JUSTICE
5.1.3	Provincial legislation covering the land regime on Category I-B lands.		x	x	
5.1.5	Provide Canada and the Crees with list of mining claims, licenses, concessions, etc.	90 days (11 Feb. 1976)	x	x	I&EA SURV. GEN. JUSTICE
	Transfer of lands and rights presently held by third party interests upon the expiry of such rights.		x	x	I&EA SURV. GEN. JUSTICE
5.1.11	Transfer of lands occupied by non-native residents at the expiration of their rights.		x	x	I&EA SURV. GEN. JUSTICE
5.2.1	Survey of Category II lands (25 130 sq. miles) south of 55th parallel plus area meant for the Crees of Great Whale (See requirements - Section 4).		Cris and Inuit	x	

... 3

FOLLOW-UP

SECTION 5 (LAND REGIME)

Page 3 of 3 pages

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
5.2.2	Reversion of third party interests in Category II lands to the Province upon expiry of their rights.		x	x	
5.2.7	Training of Cree persons at Louis Jolliet and Vieux Poste camps.	Between 1976 and 1985	x	Tourism, Education, School Board	MANPOWER I&EA (Educ.)
	Option offered to the Crees to operate the above-mentioned camps.	Nov. 1985	x	Tourism, Fish & Game	
5.4.1	Quebec guarantees a timber supply for Wemindji sawmill.		x	Lands & Forests	
	Feasibility study.		x	x	
	Training of personnel.		x	Education School Board	MANPOWER I&EA (Educ.)
	Financing.		x	x	

FOLLOW-UP

SECTION 6 (LAND SELECTION - INUIT OF QUEBEC)

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
6.1.1	The twelve communities which have selected their Category I lands may apply for revision of boundaries.	Nov. 1976	x	x	I&EA (observer) SURV. GEN.
	Selection of Category I lands by Povungnituk and Ivuivik.	Nov. 1977	x	x	I&EA (observer)
6.1.2	Survey of Category I lands from coming into force of Agreement (see requirements - Section 4).	5 years	Crees and Inuit	x	
6.2.1	Complete the selection at Great Whale and the allocation between Crees and Inuit.		Crees and Inuit	x	I&EA (observer)
6.2.2	Selection of Category II. Survey of Category II (see requirements - Section 4).	Nov. 1977	x	x	
6.4	Decision to move to Richmond Gulf from coming into force of the Agreement.	5 years	x	x	x

FOLLOW-UP

SECTION 7 (LAND REGIME APPLICABLE TO THE INUIT)

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
7.1.2	Incorporate the fifteen (15) land-holding Inuit local corporations by Quebec.		Inuit	x	I&EA (observer)
7.1.3	Category I lands are granted in ownership to the local Inuit corporations upon the coming into force of the Agreement, providing selection has been completed.		Inuit	x	I&EA (observer)
7.1.7(b)	Quebec provides to the Inuit, within 90 days of the execution of the Agreement, a list of claims, licenses, concessions, leases, etc.		Inuit	Lands & Forests	
7.1.8	Rents and fees payable to Quebec shall, from the coming into force of the Agreement, be remitted to the Inuit Corporation concerned.		Inuit	x	

FOLLOW-UP

SECTION 8 (TECHNICAL ASPECTS)

Page 1 of 3 pages

UB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
8.2.2	Remedial works in the Sakami Lake area.	1976-86		SEBJ	
8.2.3	Remedial works in the Opinaca reservoir area.	1976-86		SEBJ	
8.3.1	Clearing of reservoirs and forebays.	1976-86	Crees (workers)	SEBJ	
8.5.1	Fort George erosion control.	1976-86		SEBJ	
8.6.3	Temporary crossing to Fort George Island.	Summer 1976		SEBJ	
8.6.5	Contribution max. of \$200 000. for a Community Center at Fort George.	1976 up to 1980	Crees	SEBJ	
8.6.6	Supply of temporary office to Grand Council.			SEBJ	
8.6.7	Transfer of buildings from LG-2 to Fort George Band.	When surplus to requirements	Crees	SEBJ	
8.6.8	Extension of power line from LG-1 to Fort George.	When LG-1 becomes operational	Crees	SEBJ or Quebec-Hydro	
8.7.5(b)	Temporary water supply at Fort George.	End of 1976		SEBJ	

FOLLOW-UP

SECTION 8 (TECHNICAL ASPECTS)

Page 2 of 3 pages

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
8.7.6(b)	Permanent water supply at Fort George and Eastmain.	End of 1977	Crees	SEBJ	
8.8.2	Execution of the Protocole d'entente (electricity services) for isolated Quebec northern communities.		Crees and Inuit	Quebec-Hydro	IA&ND and other departments concerned
8.9.2	Creation of SOTRAC.	1976	Crees	SEBJ	
8.9.4	Payment schedule by SOTRAC 9 million by the end of 1982 21 million from 1983 to 1986.	1976-86		SEBJ SOTRAC	
8.10	Joint study and research group Caniapiscaw-Koksoak.	1976	Crees and Inuit	SEBJ	
8.10.2	Training and employment of native people north of the 55th parallel.		Inuit	SEBJ, Education, School Board, Manpower	MANPOWER I&EA (Educ.)
8.11.1	Environment Expert Committee (SEBJ).		Crees and Inuit	SEBJ	
8.12	Contract for establishing compensation procedure for trappers.	1976	Crees	SEBJ	
8.13	Contract for identification and relocation procedure of burial sites, if necessary.	1976	Crees	SEBJ	

FOLLOW-UP

SECTION 8 (TECHNICAL ASPECTS)

Page 3 of 3 pages

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
8.14	Training and employment of Cree workers and advisory assistance to Cree contractors.		Crees	SEBJ, Education, School Board, Manpower	MANPOWER I&EA (Educ.)
8.16	Arbitration tribunal for disputes in applying sub-section 8.9.		Crees	SEBJ	

FOLLOW-UP

SECTION 9 (CREE LOCAL GOVERNMENT - CATEGORY I-A)

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
9.0.1	Special provisions to include in the federal legislation. - The Cree Act.	2 years	x		x
9.0.2	Consultation with Crees for the preparation of a special federal legislation concerning local government on Cree reserves (I-A). - Establishment of a team with expertise in municipal affairs and land matters.	2 years Jan. 1976	x		OCN I&EA, PP&R Ott. & Reg. JUSTICE I&EA Ott. & Reg. JUSTICE
	<u>Actions</u> - Define a similar legislation on categories I-A and I-B lands. - A similar legislation is necessary because same people will manage categories I-A and I-B lands.		x	x x	x x

FOLLOW-UP

SECTION 10 (CREE LOCAL GOVERNMENT - CAT. I-B)

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
10.0.1	Liaison with all government entities will be an on-going requirement.	2 years	x	x	I&EA Ott. & Reg.
	- Cost-sharing of programs administered by DIAND.			x	x
	- To insure uniformity between provincial and federal legislation.			x	x
	Incorporate each of the Cree communities as public corporations.		x	x	

FOLLOW-UP

SECTION 11A (CREE REGIONAL AUTHORITY)

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
11A.0.1	Establish a public corporation under the name of the Cree Regional Authority.		x	x	

FOLLOW-UP

SECTION 11B (JAMES BAY REGIONAL ZONE COUNCIL)

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
11B.0.2	By special provincial legislation, the James Bay Regional Zone Council is created. It shall exercise the powers of the James Bay Municipality over Category II lands.		x	x	

FOLLOW-UP

SECTION 12 (LOCAL GOVERNMENT NORTH OF
THE 55TH PARALLEL)

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
12.0.1	Quebec undertakes to submit to the National Assembly, upon the coming into force of the Agreement, bills incorporating the provisions of Schedules 1 and 2 (Establishment of Municipalities and enactment of the Kativik Act, Part I).	Nov. 1977	x	x	

FOLLOW-UP

SECTION 13 (REGIONAL GOVERNMENT NORTH
OF THE 55TH PARALLEL)

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
13.0.1	Upon the coming into force of the Agreement, Quebec undertakes to submit to the National Assembly, bills incorporating provisions of Schedules 1 and 2 (Establishment of a Regional Government and enactment of the Kativik Act, Part II).	Nov. 1977	x	x	

FOLLOW-UP

SECTION 14 (CREE HEALTH AND SOCIAL SERVICES)

Page 1 of 2 pages

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
14.0.2	The establishment of a Cree Regional Board of Health and Social Services.	As soon as possible after the execution of the Agreement.	x	x	NH&W
14.0.9	The establishment situated at Fort George fall under the authority of the Board forthwith upon the execution of the Agreement.	Nov. 1975	x	x	
14.0.19(1)	Training programs for the Crees so they could find employment and promotion in fields related to health and social services.			DSA Education School Board	MANPOWER I&EA (Educ.) NH&W
14.0.22	The budget of the Board shall include all social and health services, as well as those provided to the native people by NH&W and other agencies.			DSA	NH&W
14.0.26	As long as the Crees have not accepted full provincial funding for health services, Canada must provide such services to the Crees.				NH&W
14.0.27	NH&W to transfer its facilities to Quebec.	March 1981	x	x	OCN NH&W
	Quebec to transfer all facilities to Board.		x	x	

FOLLOW-UP

SECTION 14 (CREE HEALTH AND SOCIAL SERVICES)

Page 2 of 2 pages

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
Schedule 1	- Federal and provincial services shall remain intact during the period preceding the creation of the Board.			DSA	NH&W
	- Fort George: the Board will be responsible for all services at Fort George no later than March 31, 1977.	March 31, 1977	x		
	- The Board will have full responsibility concerning the other establishments no later than March 31, 1981.	March 31, 1981	x		
	- Meanwhile, Canada and Quebec will have to negotiate the take-over.				OCN NH&W

FOLLOW-UP

SECTION 15 (HEALTH AND SOCIAL SERVICES - INUIT)

Page 1 of 2 pages

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
15.0.3	Establish the Kativik Health and Social Services Council.		x	x	NH&W (observer)
15.0.9	Establish by letters patent one establishment in Ungava and Hudson Bay sectors.		x	x	
15.0.12	Election and selection of a Board of Directors in each establishment.		x	x	
15.0.16	Establish by by-law an Administrative committee.		x	x	
15.0.19	Comprehensive budget to be prepared by Quebec.		x	x	NH&W
15.0.25	Transfer of federal properties (health facilities) to the Province.	Before 1981		x	NH&W
	Transfer from Quebec to Kativik Council.		x	x	
15.0.26	Implementation of measures in this section in accordance with Schedule 1.	5 years (1980)	x	x	NH&W I&EA
					... 2

FOLLOW-UP

SECTION 15 (HEALTH AND SOCIAL SERVICES - INUIT)

Page 2 of 2 pages

UB-SECTION PARAGRAPH UB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
SCHEDULE 1					
(3)	Assemble forthwith a working group and submit recommendations to Minister of Social Affairs.	May 1, 1976	x	x	NH&W I&EA
(4)	Upgrading by Quebec and Canada of services at Aupaluk, Port Burwell and more urgently at Akulivik.	Forthwith		x	NH&W
(5)	Quebec undertakes studies to upgrade health and social services at Fort Chimo and to prepare plans for a hospital at Povungnituk.	Expeditiously		x	

FOLLOW-UP

SECTION 16 (EDUCATION-CREES)

Page 1 of 5 pages

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
17.0.4	Legislation creating a Cree School Board.		x	x	
17.0.10	Implementation of language of instruction.		x	x	
17.0.14	Inventory of school buildings, facilities, residences and equipment.	July 76		x	I.&E.A. (Reg.)
	Preparation of a lease to be used for leasing above-mentioned items and to be negotiated.	March 77	x	x	I.&E.A. (Reg. & Ott.)
	Final writing of lease text.	April 77			I.&E.A. (Ott.)
	Presentation of lease for signature.	May 77		x	I.&E.A. (Ott.)
17.0.15	Leasing of land for educational purposes.		x	x	
17.0.16	Establishment of school committees and their funding.		x	x	
17.0.25	Negotiations of a general agreement for educational services that the Cree School Board will offer to its student population.	March 77	x	x	I.&E.A. (Reg. & Ott.)

FOLLOW-UP

SECTION 16 (EDUCATION-CREES)

Page 2 of 5 pages

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
16.0.25	(cont'd)				
	Final writing of the Agreement.	April 77			I.&E.A. (Reg. & Ott.)
	Presentation of Agreement for signature.	May 77			I.&E.A. (Reg. & Ott.)
16.0.28	To establish the unit costs of elementary, secondary and post-secondary operations based on the 1976 budget which will be used as the basis of discussion for the 1977 budget.	June 76			I.&E.A. (Reg.)
	Negotiating amounts of operational costs taking into account the 75/25 cost sharing basis.	September 76		x	I.&E.A. (Reg.)
	Acceptance by the parties concerned of cost sharing.	October 76		x	I.&E.A. (Reg. & Ott.)
	To establish list of Capital Projects for 1977 including amounts to be invested.	June 76		x	I.&E.A. (Reg. & Ott.)
	Negotiating amounts of capital costs taking into account the 75/25 cost sharing basis.	September 76		x	I.&E.A. (Reg.)
	Acceptance by the parties concerned of cost sharing.	October 76		x	I.&E.A. (Reg. & Ott.)

FOLLOW-UP

SECTION 16 (EDUCATION-CREES)

Page 3 of 5 pages

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
16.0.30	a) Composition of the Cree School Board.		x	x	
	b) To ensure the continuity of educational services.	July 78			I.&E.A. (Reg.)
	c) To assist the Cree School Board in establishing an operational and capital budget for 1977 and negotiations.	July 77	x	x	I.&E.A. (Reg.)
	d) To involve School Board representatives in the staffing process of its teaching personnel.	September 77	x	x	I.&E.A. (Reg.)
16.0.31	a) Establishment of a Tripartite committee in view of ensuring the financial administration of the Cree School Board.	July 77	x	x	I.&E.A. (Reg.)
	Nomination of an Indian Affairs representative.	July 77			I.&E.A. (Reg.)
	b) To plan and hold information sessions with I.A.N.D. Education employees on the implications relative to their status following the formation of the Cree School Board.	December 76			I.&E.A. (Reg.)

FOLLOW-UP

SECTION 16 (EDUCATION-CREES)

Page 4 of 5 pages

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
16.0.31	(cont'd)				
	To offer various alternatives as regards possible future employment.	April 77			I.&E.A. (Reg. & Ott.)
	To obtain the I.A.&N.D. Education employees their chosen alternative.	November 77			I.&E.A. (Reg.)
	To take appropriate action in answer to this alternative	July 78	x		I.&E.A. (Reg. & Ott.)
16.0.35	To negotiate a modification of the provisions of law respecting compulsory school attendance.		x	x	I.&E.A. (Reg. & Ott.)
16.0.36	Identify those persons who will co-ordinate all actions required in the implementation of a Cree School Board.	February 76	x	x	I.&E.A. (Reg.)
16.0.37	Negotiating the working conditions of the Cree School Board employees.		x	x	
<u>Additions</u>	Developing budget control methods in order to ensure an equitable cost of those educational services provided by the Cree School Board.	March 77			I.&E.A. (Reg.)

FOLLOW-UP

SECTION 16 (EDUCATION-CREES)

Page 5 of 5 pages

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
<u>Additions</u>	(cont'd)				
	To implement budget control system.	July 77			I.&E.A. (Reg.)
	To consult and to hold meetings to determine short and long term training needs covering the period from April 76 to July 78.	April 76	x		I.&E.A. (Reg.)
	Negotiations between C.M.C. and Nouveau-Quebec School Board for the purchase of courses.	continuous basis.		x	C.M.C.
	Implementation of courses.	continuous basis.		x	

FOLLOW-UP

SECTION 17 (EDUCATION-INUIT)

Page 1 of 4 pages

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
17.0.1	Legislation creating an Inuit School Board.		x	x	
17.0.59	Implementation of languages of instruction.		x	x	
17.0.68	Negotiating the working conditions of the Inuit School Board employees.		x	x	
17.0.76	Inventory of school buildings, facilities, residences and equipment.	July 76		x	I.&E.A. (Reg.)
	Preparation of a lease to be used for leasing above-mentioned items and to be negotiated.	March 77	x	x	I.&E.A. (Reg. & Ott.)
	Final writing of lease text.	April 77			I.&E.A. (Ott.)
	Presentation of lease for signature.	May 77			I.&E.A. (Ott.)
17.0.84	Negotiations of a general agreement for educational services that the Inuit School Board will offer to its student population.	March 77	x	x	I.&E.A. (Reg. & Ott.)

FOLLOW-UP

SECTION 17 (EDUCATION-INUIT)

Page 2 of 4 pages

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
17.0.84	(cont'd)				
	Final writing of the agreement.	April 77			I.&E.A. (Reg. & Ott.)
	Presentation of agreement for signature.	May 77			I.&E.A. (Reg. & Ott.)
17.0.85	To establish the unit costs of elementary, secondary & post-secondary operations based on the 1976 budget which will be used as the basis for discussion for the 1977 budget.	June 76			I.&E.A. (Reg.)
	Negotiating amounts of operational costs taking into account the 75/25 cost sharing basis.	September 76		x	I.&E.A. (Reg.)
	Acceptance by the parties concerned of cost sharing.	October 76		x	I.&E.A. (Reg. & Ott.)
	To establish list of Capital Projects for 1977 including amounts to be invested.	June 76			I.&E.A. (Reg. & Ott.)
	Negotiating amounts of Capital costs taking into account the 75/25 cost sharing basis.	September 76		x	I.&E.A. (Reg.)
	Acceptance by the parties concerned of cost sharing.	October 76		x	I.&E.A. (Reg. & Ott.)

FOLLOW-UP

SECTION 17 (EDUCATION-INUIT)

Page 3 of 4 pages

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
17.0.87 Appendix I	Composition of the Inuit School Board.		x	x	
	To ensure the continuity of educational services.	July 78			I.&E.A. (Reg.)
	To assist the Inuit School Board in establishing an operational & capital budget for 1977 and negotiations.	July 77	x	x	I.&E.A. (Reg.)
	To involve School Board representatives in the staffing process of its teaching personnel.	September 77	x	x	I.&E.A. (Reg.)
	Establishment of a Tripartite committee in view of ensuring the financial administration of the Inuit School Board.	July 77	x	x	I.&E.A. (Reg.)
	Nomination of an Indian Affairs representative.	July 77			I.&E.A. (Reg.)
	To plan and hold information sessions with I.A.&N.D. Education employees on the implications relative to their status following the formation of the Inuit School Board.	December 76			I.&E.A. (Reg.)

FOLLOW-UP

SECTION 17 (EDUCATION-INUIT)

Page 4 of 4 pages

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
17.0.87 Appendix I	(cont'd)				
	To offer various alternatives as regards possible future employment.	April 77			I.&E.A. (Reg. & Ott.)
	To obtain the I.A.&N.D. Education employees their chosen alternative.	November 77			I.&E.A. (Reg.)
	To take appropriate actions to this alternative.	July 78	x		I.&E.A. (Reg. & Ott.)
	Identify those persons who will co-ordinate all actions required in the implementation of an Inuit School Board.	February 76			I.&E.A. (Reg.)
	Developing budget control methods in order to ensure an equitable cost of those educational services provided by the Inuit School Board.	March 77			I.&E.A. (Reg.)

FOLLOW-UP

SECTION 18 (ADMINISTRATION OF JUSTICE - CREE)

Page 1 of 2 pages

UB-SECTION PARAGRAPH UB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
18.0.2	Modify the judicial district of Abitibi.			x	
18.0.14	Establish the rules of practice.		Cree Reg. Authority	Abitibi Dist. Judges	
18.0.16	Establish buildings, premises and facilities required.			Justice	
18.0.19	The provisions of the Criminal Code and the Canada Evidence Act shall be amended insofar as this may be necessary.			Justice	OCN JUSTICE
18.0.20	Establish, as required, sub-offices of the courts in the Territory.			Justice	
18.0.26	Establish appropriate detention institutions.			x	
18.0.29	Federal-Provincial Agreement with respect to costs of programs and services referred to in the section. - Provide James Bay territory with necessary installations.			x	x
18.0.37	Establish a permanent judicial Advisory Committee.	Nov. 1975	x	x	

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FOLLOW-UP

SECTION 18 (ADMINISTRATION OF JUSTICE - CREE)

Page 2 of 2 pages

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
	<u>TRAINING</u>				
18.0.17 18.0.36	Establish training programs for non-Native judges, public officers, personnel and staff in general.			Justice Manpower	
	Training programs for Crees so they may act and be hired as:				
18.0.20	- deputies to the clerks of courts - deputy sheriffs			x	I&EA (Reg.) MANPOWER
18.0.22	- stenographers			x	"
18.0.27	- institutions and penitentiaries staff - correctional or detention officers - probation officers - parole officers - rehabilitation officers - aftercare service officers.			x	"
18.0.33 18.0.35	Information officers to disseminate information on law and judicial process.			x	

FOLLOW-UP

SECTION 19 (POLICE - CREE)

Page 1 of 2 pages

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
19.1	<u>CREE UNITS OF THE QUEBEC POLICE FORCE</u>				
19.1.1	Commence procedures for the establishment of Cree Units of the Q.P.F.	As soon as possible after the execution of the Agreement.		Quebec Police Force Sol. Gen. of Quebec	
19.1.7	Selection of members of the Cree Units.		x	Quebec Police Force Sol. Gen. of Quebec	
19.1.9	Training program for members.		x	Quebec Police Institute	MANPOWER I&EA
19.1.12	Creation of a Police Advisory Committee. - Negotiations to take place between Canada, Quebec and the Crees.		x	x	I&EA (Connelly) SOL. GEN.
19.2	<u>CREE LOCAL COMMUNITY POLICE FORCES</u>				
	- Establishment of such local forces by each Cree community and according to the needs.		x		
19.2.6	Special provincial legislation permitting the establishment and operation of such police forces.			x	

FOLLOW-UP

SECTION 19 (POLICE - CREE)

Page 2 of 2 pages

UB-SECTION PARAGRAPH UB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
19.2.7	Selection of local special constables.		Local Govern-ments	Quebec Police Force or Sol. Gen.	
19.2.8	Training program for local special constables.		x	Quebec Police Institute	MANPOWER I&EA
19.3	Conclude an agreement between Canada and Quebec (identical to the general agreement sought for all Indian Reserves in Quebec).	As soon as possible		x	I&EA SOL. GEN. TREASURY BOARD
	<u>Cost-sharing:</u> <u>Federal-Provincial-Crees</u>				
	Canada and Quebec shall pay the direct costs involved with the training programs.	Agreement to be renegotiated before March 31, 1978		x	I&EA MANPOWER
	<u>Annual budgets</u> In respect to special constables: Canada 60% Quebec 40% Crees (10% to be negotiated)		x	x	x

FOLLOW-UP

SECTION 20 (ADMINISTRATION OF JUSTICE - INUIT)

Page 1 of 2

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
20.0.1	Modify the judicial district of Abitibi			Department of Justice	
20.0.4	Courts and tribunals will sit in the communities			Lt-Governor in Council	
20.0.5	Establishment of an itinerant court			Justice	
20.0.6 20.0.7 20.0.8	Establish the rules of practice		Regional Admin.	Judges of the district	
20.0.19	Modify the criteria of the Quebec Legal Services Commission to take into consideration the particularities of the district.			Justice	
20.0.20	The provisions of the Code of Civil Procedure, the Criminal Code and the Canada Evidence Act shall be modified, insofar as this may be necessary.			Justice	O.C.N. Justice
20.0.21	The Criminal Code shall be modified to allow that six (6) jurors only be sworn			Justice	Justice
20.0.22	Amendments to allow Inuit to be sworn as jurors, even though they cannot speak French or English fluently			Justice	Justice

FOLLOW-UP

SECTION 20 (ADMINISTRATION OF JUSTICE - INUIT)

Page 2 of 2

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
20.0.24	Sentencing and detention practices should be revised			Sollicitor General	
20.0.25	Establish the appropriate institutions			Justice	
	<u>Training</u>				
20.0.13	Establish training programs for Inuit so they may act and be hired as:			Justice Manpower	I.E.A. (Reg) Manpower
	- clerk			X	X
	- assistant clerk			X	X
	- sheriff			X	X
	- deputy-sheriff			X	X
	- stenographer			X	X
	- interpreter			X	X
20.0.17	- information officers			X	
	- probation officers				

FOLLOW-UP

SECTION 21 (POLICE - INUIT)

Page 1 of 2

UB-SECTION PARAGRAPH UB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
21.0.1	Regional Police Force				
21.0.2	The Regional Police Force shall be governed by the provisions of the Police Act, except those amended by this section and all other laws of Quebec of general application				
21.0.3	Members of the Regional Police Force shall be posted in the most populated communities		X		
21.0.9	Sub-paragraphs (d) and (e) of Section 3 of the Police Act (qualifications) shall not apply to Inuit			X	
21.0.10	Establishment of the qualifications required for admission		Regional Govern.	Quebec Police Commission	
21.0.13	Appointment of special constables in case of emergency		X		
21.0.16	Training programs for members of the Force. - Quebec shall pay for the direct costs			Quebec Police Institute	
21.0.17	The Regional Government may establish and maintain a police force		X	Subject to approbation by the Lt-Gov. in Council	

FOLLOW-UP

SECTION 21 (POLICE - INUIT)

Page 2 of 2

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
21.0.19	<u>Special Constables</u>				
21.0.19	Selection of the Special constables		Régional Govr.	Justice	

FOLLOW-UP

SECTION 22 (ENVIRONMENT & FUTURE DEVELOPMENT BELOW THE 55TH PARALLEL)

UB-SECTION PARAGRAPH UB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
22.2.3	Determine if suitable legislation and regulations must be adopted to give effect to the present section.			X	D.O.E.
22.3.1	Designate representatives on the James Bay Advisory Committee on the Environment.	Nov. 1975	X	X	D.O.E. I&EA.(REG) FOR SOCIAL IMPACT.
22.5.6	Nominate members on the Evaluation Committee.		X	X	X
22.6.1	Nominate members on the Environmental and Social Impact Review Committee (Province)		X	X	
22.6.4	Nominate members on the Environmental and Social Impact Review Panel (Federal)		X		D.O.E. I&EA. (REG) FOR SOCIAL IMPACT.
22.7.6	Implementation of the environmental and social impact assessment and review procedure.	4 months after coming into force.	X	X	X

FOLLOW-UP

SECTION 23 (ENVIRONMENT AND FUTURE DEVELOPMENT NORTH OF 55TH PARALLEL)

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
23.2.3	Determine if special laws must be adopted to render Agreement effective.			X	D.O.E.
23.3.1	Nominate members of C.Q.E.	Beginning 1978	X	X	D.O.E.
23.4.2	Nominate members of Federal Screening Committee.	Beginning 1978	X		X
23.4.11	Nomination of Environmental and Social Impact Review Panel.	Beginning 1978	X		X
23.5.1	Nomination of members of the Environmental Advisory Committee.		X	X	X
23.6.1	Establishment of the Kativik Regional Development Council.	April 1, 1976	X	X	

FOLLOW-UP

SECTION 24 (HUNTING, FISHING AND TRAPPING)

Page 1 of 2 pages

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
24.3.29	Assess to what extent Quebec Wildlife Conservation Act and other Laws on wildlife are contrary to the Agreement (L.Q. 1969, c. 58 as amended).		x	x	
	Initiate measures to modify the Wildlife Act and other acts, if needed.		x	x	
24.4.1	Appoint members on the Hunting, Fishing and Trapping Committee.	2 months	x	x	DOE I&FA (Reg.)
24.6.2(a)	Establish guaranteed levels.	5 years	x	x	x
24.6.2(b)	Negotiate interim guaranteed levels of harvesting (see 24.16.3).	Immediately	x	x	DOE
24.9.2	Select outfitters who may continue their activities on Categories I and II lands.	2 years	x		
24.10.2	Identify candidates for Conservation Officers' positions.		x	x	x
	Set up a training program for Conservation Officers.		x	x	MANPOWER I&EA
					... 2

FOLLOW-UP

SECTION 24 (HUNTING, FISHING AND TRAPPING)

Page 2 of 2 pages

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
24.14.2 24.14.5	Assess to what extent the Migratory Birds Convention Act and other federal laws conflict with the Agreement.		x		x
	Initiate procedures to modify the acts concerned, if needed.		x		x
24.16.1	Convoke a first meeting and set up a schedule of work for the Committee.	3 months	x	x	x
24.16.3	Assess progress of research to establish levels of harvesting.		x	x	x
	Pursue research.	4 years	x	x	x

FOLLOW-UP

SECTION 25 (COMPENSATION AND TAXATION)

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
25.1.15 Schedule 1	Ten payments covering the first \$75 million.	March 31, 1976		x	I&EA
		Jan. 1st 1977		x	I&EA
		Jan. 1st 1978		x	I&EA
		Jan. 1st 1979		x	I&EA
		Jan. 1st 1980		x	I&EA
		Jan. 1st 1981		x	I&EA
		Jan. 1st 1982		x	I&EA
		Jan. 1st 1983		x	I&EA
		Jan. 1st 1984		x	I&EA
		Jan. 1st 1985		x	I&EA
25.1.10	Payments on the second \$75 million, starting one year after each turbine has been operating. Final payment Dec. 31, 1996 or 10 payments starting Dec. 31, 1987.	March 31		x	
		June 30		x	
		September 30		x	
		December 31		x	
25.1.15	Supplementary payments to the Crees: Canada (100 p. cent) Quebec (50 p. cent) Quebec (50 p. cent)	1976-85			I&EA
		1976-85		x	
		-96		x	
25.1.16	Supplementary payments to the Inuit by Canada.	1976-85			I&EA
25.2.3	Issuing of debentures in payment of the third \$75 million.	Nov. 1st 1975		x	
		Nov. 1st 1976		x	
		Nov. 1st 1977		x	
		Nov. 1st 1978		x	
		Nov. 1st 1979		x	
25.5	Compensation to cover the cost of the negotiations upon the coming into force of the Agreement.	Nov. 1977		x	
25.6	Advance in the form of loans by Quebec. Note: Advance in the form of	Nov. 1975		x	

FOLLOW-UP

SECTION 26 (CREE LEGAL ENTITIES)

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
26.0.1	The compensation payable to the Crees shall be made to a Corporation incorporated by a special Act of Quebec as a non-profit organization.			x	
26.0.7	75% of the compensation shall be invested during the period of 1977-1987 and 50% during the period of 1987-1997.				
26.0.8	Quebec and Canada shall have respectively two and one representatives on Boards of Direction for a period of ten (10) years. Members of each Board not less than eleven (11) and not more than twenty-eight (28) persons.				

FOLLOW-UP

SECTION 27 (INUIT LEGAL ENTITIES)

Page 1 of 1

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
27.0.1	A legal entity known as "la Société Inuit de développement - The Inuit Development Corporation" shall receive the compensation			X	X
27.0.2	The Corporation shall be incorporated by a special Act of Quebec			X	
27.0.3	The Corporation shall be without share capital				
27.0.7	75% of the Compensation shall be invested during the period of 1977-1987 and 50% during the period of 1987-1997				
27.0.8	Quebec and Canada shall have respectively two (2) and one (1) representatives on Boards of Directors for a period of eight (8) years, which period may be extended for a further period of two (2) years upon the request of four (4) Inuit directors. Members of each Board not less than 17 and not more than 25 persons				

FOLLOW-UP

SECTION 28 (ECONOMIC & SOCIAL DEVELOPMENT - CREES)

UB-SECTION PARAGRAPH UB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
28.2.1	Initiate procedures for the establishment of Native Development Corporation.	July 1, 1976	x	x	
28.2.4	Choose members of Board of Directors.		x	x	
28.5.1	Determine terms of reference of study, hire research personnel and identify funds.		x	x	I&EA (Reg.)
28.8.1	Identify federal and provincial representatives on the Committee.	1 year		x	I&EA Ott. & Reg.
28.10	Set up a program to hire and promote Native in the Civil Service in the Territory.			x	I&EA (Reg.) MANPOWER
28.11	Identify needs for community centres.		x	x	I&EA (Reg.)
28.11.2	Identify needs for community workers.		x	x	I&EA (Reg.)
28.12.1	Identify possibilities of establishing enterprises.	1 year	x	x	I&EA (Reg.)
28.16.1	Negotiate for access roads.		x	x	x

FOLLOW-UP

SECTION 29 - ECONOMIC AND SOCIAL DEVELOPMENT - INUIT

Page 1 of 3 pages

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
29.0.4	Determine programs to be administered by the Regional Government or the municipalities.	November 77	x	x	I.&E.A. (Reg.) and other federal agencies.
29.0.5	Establish a program of support for Inuit hunting, fishing and trapping.	July 76	x	x	
29.0.10	Make ordinances for the purposes of the program.	July 76	x		
29.0.11	Select and employ competent hunters, fishermen and trappers to carry out the program.	December 76	x		
29.0.13	Prepare and adopt the necessary budget for the operation of the program.	July 76	x	x	
29.0.21	Establish a system to control that program.	December 76	x	x	
29.0.23	Establish the level of community equipment and the needs for adequate carrying out of that program.	July 76	x	x	
29.0.24	Receive proposals from the municipalities for vocational training and employment programs.	continuous basis	x		

FOLLOW-UP

SECTION 29 - ECONOMIC AND SOCIAL DEVELOPMENT - INUIT

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SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
29.0.25	Answer to those requests.	continuous basis	x	x	C.M.C., IA&ND and other federal agencies
29.0.26	Issue apprentice card certification or official qualification permit.	continuous basis		x	
29.0.27	Create an interim joint committee to co-ordinate the federal and provincial agencies involved in manpower and training programs. Nominate members.	April 76	x	x	I.&E.A. (Reg.) and C.M.C.
29.0.28	Increase the number of Inuit to be employed in the services of Canada and of Quebec.	continuous basis.		x	Public Service Commission.
29.0.29 29.0.30	Develop a plan for the training and employment of Inuit staff.	continuous basis.		x	Public Service Commission & C.M.C.
29.0.31 29.0.32	Obtain from Canada and Quebec the necessary authorization to insure Inuit priority in respect to employment and contracts.	November 77		x	Cabinet

FOLLOW-UP

SECTION 29 - ECONOMIC AND SOCIAL DEVELOPMENT - INUIT

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NB-SECTION PARAGRAPH UB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
29.0.33	Create an interim joint committee to co-ordinate the social-economic development programs.	April 76	x	x	I.&E.A. (Reg.)
29.0.34	To examine the status of the existing programs and make appropriate recommendations.	continuous basis	x	x	I.&E.A. (Reg. Ott.)
29.0.36	Make studies relative to the air and naval transportation field.	continuous basis	x	x	M.O.T.
29.0.40	Establish a mechanism in order to facilitate the transfer of the housing and facilities management to the municipalities.	November 77	x	x	I.&E.A. (Reg.) and C.H.M.C.
29.0.41	To ensure a way of distributing the Inuit houses after having consulted them.	November 77			I.&E.A. (Reg.)

FOLLOW-UP

SECTION 30 (INCOME SECURITY PROGRAM FOR
CREE HUNTERS AND TRAPPERS)

SUB-SECTION PARAGRAPH SUB-PARAGRAPH	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
30.4.1	Establish a Cree hunters and trappers Income Security Board.	January 1976	x	x	
30.6.1	The Board shall meet not later than two months after execution of the Agreement.		x	x	
30.6.10	The program shall be deemed to come into effect on the execution of the Agreement.		x	x	
30.9.1	The Board shall only have an advisory role until the coming into force of the Agreement.		x	x	
	<u>NOTE:</u> Review the procedure for social aid and social assistance taking this new program into consideration.		x	x	I&EA Region

FOLLOW-UP

FEDERAL UNDERTAKINGS

ITEMS	DESCRIPTIONS	TIME LIMIT	RESPONSIBILITY		
			NATIVE	PROVINCIAL	FEDERAL
OFF SHORE ISLANDS	Negotiate an agreement which would include the selection of islands and the land regime.		x		I.&E.A. N.W.T.
WATER AND SEWER FORT GEORGE AND EASTMAIN	Prepare plans; install services inasmuch as possible.		x		I.&E.A. (Region)
FORT GEORGE BRIDGE	Planning and carrying out.		x		I.&E.A. (Region)
REPATRIATION OF NEMISKA BAND	Planning and carrying out (Section 4, sub-section 7).		x	x	I.&E.A. (Region)
AIRPORTS AIRSTRIPS	Planning and carrying out.		x	x	TRANSPORT