

AGREEMENT
ON CREE NATION GOVERNANCE
BETWEEN
THE CREES OF EEYOU ISTCHEE
AND THE
GOVERNMENT OF CANADA

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AGREEMENT

ON CREE NATION GOVERNANCE

BETWEEN: **THE GOVERNMENT OF CANADA**, represented by the Minister of Indian Affairs and Northern Development, the Honourable Carolyn Bennett, M.D., P.C., M.P.,

(hereinafter, “**Canada**”)

AND: **THE GRAND COUNCIL OF THE CREES (EEYOU ITCHEE)**, a corporation duly incorporated under Part II of the *Canada Corporations Act*¹, and continued under the *Canada Not-for-Profit Corporations Act*², represented by Dr. Matthew Coon Come, Grand Chief, and Rodney Mark, Deputy Grand Chief,

(hereinafter, the “**GCC(EI)**”)

AND: **THE CREE NATION GOVERNMENT**, the legal person established in the public interest pursuant to Section 11 of the *James Bay and Northern Québec Agreement* and the *Act respecting the Cree Nation Government*³, previously designated as the Cree Regional Authority, represented by Dr. Matthew Coon Come, Chairman, and Rodney Mark, Vice-Chairman,

(hereinafter, the “**CNG**”)

(hereinafter called collectively the “**Parties**” and separately a “**Party**”)

¹ R.S.C. 1970, c. C-32.
² S.C. 2009, c. 23.
³ CQLR, c. G-1.031.

PREAMBLE

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

WHEREAS the *James Bay and Northern Québec Agreement* was approved, given effect and declared valid by the *James Bay and Northern Québec Native Claims Settlement Act*⁴ and the *Act approving the Agreement concerning James Bay and Northern Québec*⁵;

WHEREAS Canada is obligated, pursuant to Section 9 of the *James Bay and Northern Québec Agreement*, to recommend to Parliament special legislation concerning local government for the Crees on Category IA Land allocated to them;

WHEREAS, until the coming into force of this Agreement, the *Cree-Naskapi (of Quebec) Act*⁶ was such special legislation adopted by the Parliament of Canada referred to in Section 9 of the *James Bay and Northern Québec Agreement* providing for an orderly and efficient system of Cree local government, for the administration, management and control of Category IA Land by the Cree bands, and for the protection of certain individual and collective rights under the *James Bay and Northern Québec Agreement*;

WHEREAS on February 21, 2008, the Government of Canada, the Grand Council of the Crees (Eeyou Istchee) and the Cree Regional Authority, now designated as the Cree Nation Government, entered into the *New Relationship Agreement*;

WHEREAS pursuant to Part 1 of Chapter 3 of the *New Relationship Agreement*, the *Cree-Naskapi (of Quebec) Act* was amended in order, among other things, to empower the Cree Nation Government to act as a regional government authority on Category IA Land⁷;

WHEREAS Part 2 of Chapter 3 of the *New Relationship Agreement* sets out a process for negotiations leading to an agreement concerning Cree Nation governance;

WHEREAS the Parties consider it appropriate to address, in such agreement, arrangements concerning Cree local and regional government on Category IA Land, as well as certain provisions of the *James Bay and Northern Québec Agreement* relating to the land regime governing Category IA Land;

WHEREAS the Parties wish to enter into a nation-to-nation agreement which will provide for the modernization of the governance regime on Category IA Land contemplated, at the local level, in Section 9 of the *James Bay and Northern Québec Agreement* and previously provided for in legislative form in the *Cree-Naskapi (of Quebec) Act*;

⁴ S.C. 1976-77, c. 32.

⁵ CQLR, c. C-67.

⁶ S.C. 1984, c. 18.

⁷ *An Act to amend the Cree-Naskapi (of Quebec) Act*, S.C. 2009, c. 12.

WHEREAS this Agreement aims to promote greater autonomy and greater responsibility on the part of the Crees for governance on Category IA Land in the context of and in compliance with Section 9 of the *James Bay and Northern Québec Agreement*;

WHEREAS this Agreement does not affect the obligations of Québec towards the Crees stipulated in, among others, the *James Bay and Northern Québec Agreement*, the *Paix des braves*, the *Cree-Québec Governance Agreement* and any related agreement, legislation or undertaking;

WHEREAS the *Constitution Act, 1982*⁸ recognizes and affirms the existing Aboriginal and treaty rights of the Aboriginal peoples of Canada, and Canada recognizes the inherent right of self-government as an existing Aboriginal right;

WHEREAS the Cree Nation and Canada may have different legal views as to the scope and content of the inherent right of self-government;

WHEREAS by this Agreement, the Cree Nation and Canada intend to set out Cree local and regional government arrangements on Category IA Land without taking positions about how the inherent right of self-government may be defined at law;

WHEREAS the Cree Nation Government, the Cree First Nations and other Cree entities exercise other jurisdictions, powers, functions and responsibilities, not contemplated in this Agreement, pursuant to the *James Bay and Northern Québec Agreement*, the *Eeyou Marine Region Agreement*, the *New Relationship Agreement*, the *Paix des braves*, the *Cree-Québec Governance Agreement* and other agreements or undertakings to which the Crees and Canada and/or Québec are parties, as well as any related legislation;

WHEREAS this Agreement is not intended to preclude the Crees from benefitting from future legislative or other measures respecting Indian government in Canada that are not incompatible with the *James Bay and Northern Québec Agreement* and this Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

⁸ Schedule B to the *Canada Act 1982*, 1982, c. 11 (U.K.).

PART I GENERAL

CHAPTER 1 INTERPRETATION

1.1 (1) For the purposes of this Agreement, and unless otherwise expressly provided or indicated by the context, the following words and phrases shall mean:

“**Agreement**”: this *Agreement on Cree Nation Governance between the Crees of Eeyou Istchee and the Government of Canada* (“*Entente*”);

“**Assumed Federal JBNQA Responsibilities**”: the responsibilities defined in sections 4.1 and 4.3 of the *New Relationship Agreement* (“*Responsabilités fédérales liées à la CBJNQ qui sont assumées*”);

“**Authority**”: any authority, other than law-making, such as the power to deliver or administer federal programs and services (“*Autorité*”);

“**Band Facilities**”: band offices, band warehouses and band garages of the Cree First Nations and other facilities and equipment required for local government needs of the Cree First Nations, excluding those facilities contemplated in section 4.3 of the *New Relationship Agreement* (“*Installations des bandes*”);

“**Category I Land**”: Category IA Land and Category IB Land (“*Terre de catégorie I*”);

“**Category IA Land**”:

- (a) the land described in the final deed of transfer to Canada by Québec pursuant to Sections 4 and 5 of the JBNQA and section 22 of *An Act respecting the Land Regime in the James Bay and New Quebec Territories*⁹,
- (b) any land set aside as Category IA Land pursuant to paragraph 11.8(1)(d) of this Agreement, and
- (c) any other land set aside by the Governor in Council as Category IA Land for the exclusive use and benefit of a Cree First Nation,

and, in relation to any particular Cree First Nation,

- (d) land described in paragraph (a), (b) or (c) set aside for the exclusive use and benefit of that Cree First Nation or its predecessor *Indian Act* Cree band (“*Terre de catégorie IA*”);

⁹ CQLR, c. R-13.1.

“Category IB Land”: the Category IB land and Special Category IB land within the meaning of Sections 4 and 5 of the JBNQA and of *An Act respecting the Land Regime in the James Bay and New Québec Territories* (“*Terre de catégorie IB*”);

“Category II Land”: the land established and allocated as Category II land pursuant to the JBNQA and *An Act respecting the Land Regime in the James Bay and New Québec Territories* (“*Terre de catégorie II*”);

“Category III Land”: the land established as Category III land pursuant to the JBNQA and *An Act respecting the Land Regime in the James Bay and New Québec Territories* (“*Terre de catégorie III*”);

“Complementary Agreement”: an agreement pursuant to subsection 2.15 of the JBNQA that amends or modifies the JBNQA (“*Convention complémentaire*”);

“Cree” or “Cree Beneficiary”: a person who is enrolled or entitled to be enrolled as a Cree beneficiary pursuant to Section 3 of the JBNQA (“*Cri*” or “*Bénéficiaire Cri*”);

“Cree-Canada Standing Liaison Committee”: the Cree-Canada Standing Liaison Committee established pursuant to Chapter 8 of the *New Relationship Agreement* and referred to in Chapter 21 (“*Comité de liaison permanent Cris-Canada*”);

“Cree Constitution”: the document referred to in Chapter 3 (“*Constitution crie*”);

“Cree First Nation”: a legal entity referred to in section 5.1 or a Cree First Nation established pursuant to Chapter 23 (“*Première nation crie*”);

“Cree First Nation Law”: a law of a Cree First Nation made pursuant to this Agreement and in accordance with the Cree Constitution (“*Loi d’une Première nation crie*”);

“Cree Law”: a Cree Nation Government Law or a Cree First Nation Law made pursuant to this Agreement and in accordance with the Cree Constitution (“*Loi crie*”);

“Cree Nation”: the collectivity comprising all the Crees of Eeyou Istchee (“*Nation crie*”);

“Cree Nation Government Law”: a law of the Cree Nation Government made pursuant to this Agreement and in accordance with the Cree Constitution (“*Loi du Gouvernement de la nation crie*”);

“Cree-Québec Governance Agreement”: the *Agreement on Governance in the Eeyou Istchee James Bay Territory between the Crees of Eeyou Istchee and the gouvernement du Québec* signed on July 24, 2012 (“*Entente sur la gouvernance Cris-Québec*”);

“Department”: the Department of Indian Affairs and Northern Development (“*Ministère*”);

“Eeyou Marine Region”: the region defined in Chapter 4 of the *Eeyou Marine Region Agreement* (“*Région marine d’Eeyou*”);

“Eeyou Marine Region Agreement”: the *Agreement between the Crees of Eeyou Istchee and Her Majesty the Queen in Right of Canada concerning the Eeyou Marine Region* signed on July 7, 2010, including any amendments made to it (“*Accord sur la Région marine d'Eeyou*”);

“Effective Date”: the date upon which this Agreement takes effect in accordance with Chapter 31 and Chapter 33 (“*Date d’entrée en vigueur*”);

“Federal Law”: includes a federal statute, regulation, ordinance, Order-in-Council and the common law (“*Loi fédérale*”);

“Fiscal Year”: the period between April 1 of a calendar year and March 31 of the following calendar year (“*Exercice financier*”);

“GCC(EI)/CNG”: the Grand Council of the Crees (Eeyou Istchee) and the Cree Nation Government acting jointly on behalf of themselves, the Cree Nation, the Cree First Nations and the Crees (“*GCC(EI)/GNC*”);

“Governance Legislation”: the federal legislation referred to in section 33.1 (“*Loi sur la gouvernance*”);

“Implementation Plan”: the implementation plan referred to in sections 21.17 to 21.19 (“*Plan de mise en œuvre*”);

“Intellectual Property”: any intangible property right falling within the exclusive legislative jurisdiction of Canada under section 91 of the *Constitution Act, 1867*¹⁰ and resulting from intellectual activity in the industrial, scientific, literary or artistic fields, including, but not limited to, any right relating to patents, copyrights, trademarks, industrial designs, or plant breeders’ rights (“*Propriété intellectuelle*”);

“Inuk of Chisasibi” (in the singular) or **“Inuit of Chisasibi”** (in the plural): a person who

- (a) is enrolled or entitled to be enrolled on the official list for the Inuit community of Chisasibi published by the Enrollment Commission pursuant to Section 3 of the JBNQA,
- (b) is a descendant of a person described in paragraph (a),
- (c) is a legally adopted child of, or a child adopted in accordance with the custom of the Inuit of Chisasibi by, a person described in paragraph (a) or (b),
- (d) is a spouse or common law partner (as defined in section 28.2) of a person described in paragraph (a), (b) or (c), or

¹⁰ 30 & 31 Victoria, c. 3 (U.K.).

- (e) has
 - (i) between January 31, 1978 and the coming into force of section 2 of the *Cree-Naskapi (of Quebec) Act*, with the written consent of the *Indian Act* Fort George Band, or
 - (ii) after the coming into force of section 2 of the *Cree-Naskapi (of Quebec) Act*, with the written consent of the Cree Nation of Chisasibi,

become affiliated with the Inuit community of Chisasibi pursuant to subparagraph 3.5.5 f) or paragraph 3A.5.2, as the case may be, of the JBNQA;

for greater certainty, a reference to an “Inuk of Chisasibi” (in the singular) or “Inuit of Chisasibi” (in the plural) shall be deemed to include a reference to an “Inuk of Fort George” (in the singular) or “Inuit of Fort George” (in the plural) (“*Inuk de Chisasibi*” or “*Inuit de Chisasibi*”);

“**James Bay and Northern Québec Agreement**” or “**JBNQA**”: the agreement between the Grand Council of the Crees (of Quebec), the Northern Quebec Inuit Association, the Government of Quebec, la Société d’énergie de la Baie James, la Société de développement de la Baie James, la Commission hydro-électrique de Québec (Hydro-Québec) and the Government of Canada, dated November 11, 1975 and approved, given effect and declared valid by the *Act approving the Agreement concerning James Bay and Northern Québec* and by the *James Bay and Northern Québec Native Claims Settlement Act*, as amended by:

- (a) any agreement not described in paragraph (b) or (c) made in accordance with the applicable amending provisions of the *James Bay and Northern Quebec Agreement*,
- (b) the agreement between those parties dated December 12, 1975, tabled in the House of Commons by the Minister on July 13, 1976 and recorded as part of document number 301-5/180C, and
- (c) any other agreement, whether made before or after the Effective Date, referred to in
 - (i) paragraph 4(1)(a) of the *James Bay and Northern Quebec Native Claims Settlement Act*, or
 - (ii) section 3 of *An Act approving the Agreement concerning James Bay and Northern Quebec* (“*Convention de la Baie James et du Nord québécois*” or “*CBJNQ*”);

“**Jurisdiction**”: the power and authority to make laws as set forth in this Agreement (“*Compétence*”);

“**Minister**”: the Minister of Indian Affairs and Northern Development (“*Ministre*”);

“**Naskapi**”: a person who is enrolled or entitled to be enrolled as a Naskapi beneficiary pursuant to section 3 of the *Northeastern Quebec Agreement* (“*Naskapi*”);

“Naskapi Nation of Kawawachikamach”: the band incorporated by section 14 of the *Cree-Naskapi (of Québec) Act* as it read immediately before the Effective Date (“*Nation naskapie de Kawawachikamach*”);

“New Relationship Agreement”: the *Agreement concerning a New Relationship between the Government of Canada and the Crees of Eeyou Istchee* concluded on February 21, 2008 (“*Entente concernant une nouvelle relation*”);

“Northeastern Quebec Agreement” or **“NEQA”**: the agreement between the *Indian Act* Naskapis de Schefferville Band, le gouvernement du Québec, la Société d’énergie de la Baie James, la Société de développement de la Baie James, la Commission hydroélectrique de Québec (Hydro-Québec), the Grand Council of the Crees (of Quebec), the Northern Quebec Inuit Association and the Government of Canada, dated January 31, 1978 and referred to in Canada Order in Council P.C. 1978-502 of February 23, 1978, as amended by

- (a) any agreement not described in paragraph (b) made in accordance with the applicable amending provisions of the *Northeastern Quebec Agreement*, and
- (b) any other agreement, whether made before or after the coming into force of section 2 of the *Cree-Naskapi (of Québec) Act*, referred to in section 3 of *An Act approving the Northeastern Quebec Agreement*¹¹ (“*Convention du Nord-Est québécois*” or “*CNEQ*”);

“Oujé-Bougoumou Band Complementary Agreement”: Complementary Agreement No. 22 to the JBNQA made in accordance with the applicable amending provisions of the JBNQA, providing for, among other things, the incorporation under the *Cree-Naskapi (of Québec) Act* of the collectivity known as the Crees of Oujé-Bougoumou, to act as a local government (“*Convention complémentaire de la Bande de Oujé-Bougoumou*”);

“OSR Contribution”: the own source revenue contribution referred to in Chapter 18 (“*Contribution de revenus autonomes*”);

“Paix des braves”: the *Agreement concerning a New Relationship between le gouvernement du Québec and the Crees of Québec* signed on February 7, 2002 (“*Paix des braves*”);

“Québec”: the Province of Québec and the gouvernement du Québec as appropriate in the context (“*Québec*”);

“Territory”: the territory defined in paragraph 1.16 of the JBNQA (“*Territoire*”).

(2) A reference in this Agreement to an “*Indian Act* Cree band” is a reference to a “band” within the meaning of the *Indian Act*¹².

¹¹ CQLR, c. C-67.1.

¹² R.S.C. 1985, c. I-5.

(3) The reference to “natural resources” in certain provisions of this Agreement is for emphasis only and shall not be construed as affecting in any way the meaning of the word “land” as including natural resources in those provisions or in any other provision of this Agreement.

(4) Unless otherwise indicated in this Agreement, a reference to an Act of the legislature of Québec or to a provision thereof is a reference to that Act or provision as amended from time to time.

1.2 In this Agreement, unless otherwise expressly provided for or unless otherwise clear from the context:

- (a) a reference to a statute or a regulation includes every amendment to it, every regulation made under that statute, any statute or regulation enacted in substitution for it or in replacement of it, as the case may be;
- (b) the use of the singular includes the plural, and the use of the plural includes the singular;
- (c) headings and subheadings are for convenience only, do not form a part of this Agreement, and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement.

1.3 Any time periods beyond the dates fixed in this Agreement for the carrying out of the provisions of this Agreement may be extended by mutual consent of the Parties.

1.4 This Agreement has been made in English and French, and both versions of this Agreement are equally authoritative, in accordance with the *Official Languages Act*¹³.

CHAPTER 2 PRINCIPAL PROVISIONS

2.1 This Agreement sets out Cree local and regional government arrangements on Category IA Land.

2.2 The Cree Nation acts through the Cree First Nations and the Cree Nation Government in exercising the Jurisdictions, Authorities, rights, powers and privileges, and in carrying out the duties, functions and obligations, provided for in this Agreement.

2.3 The Jurisdictions, Authorities, rights, powers and privileges set out in this Agreement shall be exercised in accordance with the JBNQA, this Agreement, the Cree Constitution and Cree Laws.

¹³ R.S.C., 1985, c. 31 (4th Supp.).

- 2.4 The JBNQA shall prevail over this Agreement to the extent of any inconsistency or conflict.
- 2.5 In the absence of express provision in this Agreement to the contrary, this Agreement shall not amend, affect, modify, limit or prejudice or be interpreted so as to amend, affect, modify, limit or prejudice:
- (a) the JBNQA, the *New Relationship Agreement*, the *Eeyou Marine Region Agreement*;
 - (b) any agreement or legislation related to any agreement mentioned in paragraph (a);
 - (c) any other agreement or undertaking to which the Crees and Canada are parties;
 - (d) any rights, jurisdictions, powers, functions and responsibilities of the Cree Nation Government, Cree First Nations or other Cree entities pursuant to any agreement or legislation mentioned in paragraphs (a), (b) or (c);
 - (e) the rights, privileges or benefits of the Crees pursuant to any agreement or legislation mentioned in paragraphs (a), (b) or (c); or
 - (f) the rights, privileges or benefits of the Crees pursuant to paragraphs 2.11, 2.12 and 28.1.1 of the JBNQA, unless the Crees have taken on the administration of a federal program or service as contemplated in section 17.6 of this Agreement and only in relation to such program or service.
- 2.6 This Agreement does not concern or affect the obligations of Québec toward the Crees of Eeyou Istchee, including those set out in the JBNQA, the *Paix des braves* and the *Cree-Québec Governance Agreement* and any related agreement, legislation or undertaking.
- 2.7 This Agreement does not affect:
- (a) any right, privilege or benefit set out in the JBNQA or in the *Nunavik Inuit Land Claims Agreement*¹⁴ that is conferred on persons who are enrolled or entitled to be enrolled as Inuit beneficiaries under Section 3A of the JBNQA;
 - (b) any right, privilege or benefit set out in the *Northeastern Quebec Agreement* that is conferred on the Naskapi Nation of Kawawachikamach or the Naskapis;
 - (c) any right, privilege or benefit set out in any other agreement that is conferred on persons referred to in paragraph (a) or the Naskapis, if the agreement is one entered into between those persons or the Naskapis, as the case may be — or any person who is authorized, according to the terms of the agreement, to enter into

¹⁴ Agreement referred to in the *Nunavik Inuit Land Claims Agreement Act*, S.C. 2008, c. 2.

the agreement on behalf of those persons or beneficiaries — and Canada or Québec;

- (d) any right, privilege or benefit set out in the *Cree-Naskapi (of Quebec) Act*, as it read immediately before the Effective Date, that was conferred on the Inuit of Chisasibi, the Naskapi Nation of Kawawachikamach or the Naskapis; or
- (e) any right, privilege or benefit conferred on persons referred to in paragraph (a), or on the Naskapis, by means of an undertaking given by Canada or Québec.

2.8 This Agreement does not alter the Constitution of Canada, including:

- (a) the distribution of powers set out therein;
- (b) the identity of the Cree people of Eeyou Istchee as an Aboriginal people of Canada within the meaning of the *Constitution Act, 1982*;
- (c) sections 25 and 35 of the *Constitution Act, 1982*.

2.9 The Cree First Nations and the Cree Nation Government shall exercise their Jurisdictions, Authorities and other powers and functions under this Agreement in a manner consistent with the *Canadian Charter of Rights and Freedoms* with due regard for section 25 of the Charter, which provides that the guarantee in the Charter of certain rights and freedoms shall not be construed so as to abrogate or derogate from any Aboriginal, treaty or other rights or freedoms that pertain to the Aboriginal peoples of Canada.

2.10 This Agreement has the force of law and, for greater certainty, it is binding on, and may be relied on by, the Parties and all persons and bodies.

2.11 The Cree Constitution has the force of law and, for greater certainty, it is binding on, and may be relied on by, all persons and bodies.

2.12 Upon its coming into force, the Governance Legislation shall be deemed to be the special legislation referred to in Section 9 of the JBNQA and shall, in conjunction with this Agreement and the Cree Constitution, replace the *Cree-Naskapi (of Quebec) Act* with respect to the Crees, Cree First Nations, Cree Nation Government and Category IA Land.

2.13 Except for the purpose of determining which of the Cree Beneficiaries are “Indians” within the meaning of the *Indian Act*, the *Indian Act* does not apply to the Cree First Nations, nor does it apply on or in respect of Category IA Land.

PART II CREE CONSTITUTION, LAWS AND COURTS

CHAPTER 3 CREE CONSTITUTION

- 3.1 The Cree Nation shall develop a Cree Constitution which shall provide for the following matters:
- (a) in respect of the Cree First Nations:
 - (i) structures and procedures;
 - (ii) leadership selection; and
 - (iii) financial management and accountability to their members;
 - (b) in respect of the Cree First Nations and the Cree Nation Government in relation to the exercise of their respective Jurisdictions and Authorities set out in this Agreement:
 - (i) political accountability of leaders to their members;
 - (ii) law enactment procedures, including publication;
 - (iii) internal appeal and redress mechanisms;
 - (iv) conflict of interest;
 - (v) public consultations;
 - (vi) voting and referenda;
 - (vii) access to information;
 - (c) amending formula for the Cree Constitution; and
 - (d) any other matters that the Cree Nation considers essential or appropriate.
- 3.2 The provisions of the JBNQA, this Agreement and the *Act respecting the Cree Nation Government* shall prevail over the provisions of the Cree Constitution to the extent of any inconsistency or conflict.

CHAPTER 4 LAWS AND COURTS

A. RULES OF PRIORITY

- 4.1 This Agreement shall prevail over the Governance Legislation to the extent of any inconsistency or conflict.

4.2 (1) Subject to subsection (2), the Governance Legislation shall prevail over any other Federal Law to the extent of any inconsistency or conflict.

(2) The *James Bay and Northern Quebec Native Claims Settlement Act* shall prevail over the Governance Legislation to the extent of any inconsistency or conflict.

4.3 Provincial laws of general application do not apply to the extent that they are inconsistent or in conflict with this Agreement or a Cree Law or to the extent that they make provision for a matter that is provided for by this Agreement.

4.4 Notwithstanding any other rule of priority in this Agreement, Federal Law shall prevail to the extent of any inconsistency or conflict with a Cree Law that has a double aspect with or an incidental impact on any federal legislative jurisdiction for which a Cree First Nation or the Cree Nation Government:

(a) does not have any Jurisdiction; or

(b) does have Jurisdiction but in respect of which Federal Law prevails in the event of a conflict.

4.5 (1) Notwithstanding any other rule of priority in this Agreement, Federal Law that pursues an objective of overriding national importance shall prevail to the extent of any inconsistency or conflict with a Cree Law.

(2) For greater certainty, the reference in subsection (1) to overriding national importance is a reference to Federal Laws relating to peace, order and good government in Canada, as well as Federal Laws that relate specifically to the criminal law and procedures in criminal matters, protection of human rights and the protection of the health and safety of all Canadians.

4.6 Cree Laws shall be subject to and consistent with this Agreement and the Cree Constitution. A Cree Law that is inconsistent or in conflict with the provisions of this Agreement or the Cree Constitution is of no force or effect to the extent of the inconsistency or conflict.

B. TERRITORIAL LIMITS OF LAWS

4.7 Unless otherwise specified in this Agreement, a Cree First Nation Law may have application within the following territorial limits:

(a) the Category IA Land of that Cree First Nation; and

(b) the Category III Land situated within the perimeter of the Category IA Land of that Cree First Nation and the ownership of which was ceded by letters patent or by any other method before November 11, 1975.

- 4.8 Unless otherwise specified in this Agreement, a Cree Nation Government Law may have application within the following territorial limits:
- (a) Category IA Land; and
 - (b) Category III Land situated within the perimeter of Category IA Land and the ownership of which was ceded by letters patent or by any other method before November 11, 1975.

C. ENFORCEMENT OF CREE LAWS

- 4.9 Each Cree First Nation and the Cree Nation Government are responsible for the enforcement of its respective Cree Laws, without affecting the jurisdiction of the Eeyou-Eenou Police Force established as a regional police force pursuant to Section 19 of the JBNQA and the *Police Act*¹⁵.
- 4.10 For the purposes of this Agreement, the Eeyou-Eenou Police Force shall have jurisdiction within the territorial limits defined in section 4.8 for the purpose of enforcing Cree Laws or any law of Canada or Québec that is applicable within that territory.
- 4.11 Each Cree First Nation and the Cree Nation Government may make laws to provide for:
- (a) the appointment of officials to enforce their respective Cree Laws not enforced by the Eeyou-Eenou Police Force; and
 - (b) powers of enforcement, but such powers shall not exceed those provided by any law of Canada or Quebec for enforcing similar laws.
- 4.12 If a Cree First Nation or the Cree Nation Government appoints officials to enforce its Cree Laws, that Cree First Nation or Cree Nation Government shall:
- (a) ensure that enforcement officials appointed by that Cree First Nation or the Cree Nation Government are adequately trained to carry out their duties having regard to recruitment, selection and training standards for other enforcement officers carrying out similar duties in Québec; and
 - (b) establish and implement procedures for responding to complaints against its enforcement officials.
- 4.13 Each Cree First Nation and the Cree Nation Government may, by a proceeding brought in the Superior Court of Québec, enforce, prevent or restrain the contravention of its respective Cree Laws.

¹⁵ CQLR, c. P-13.1.

- 4.14 Each Cree First Nation and the Cree Nation Government is responsible for the prosecution of all matters arising from its respective Cree Laws, including appeals, and may carry out this responsibility by:
- (a) appointing or retaining individuals to conduct prosecutions and appeals, in a manner consistent with the principle of prosecutorial independence and consistent with the overall authority and role of the Attorney General in the administration of justice in Québec; or
 - (b) entering into agreements with Canada or Québec in respect of the conduct of prosecutions and appeals.

D. ADJUDICATION OF CREE LAWS

- 4.15 In any proceedings, evidence of a Cree Law may be given by the filing in the court record of a copy of the law certified to be a true copy by an individual authorized by the concerned Cree First Nation or the Cree Nation Government, as the case may be, without proof of that individual's signature or official character.
- 4.16 (1) Subject to subsections (4) and (5), a member of a Cree First Nation or any other interested person may make application to the Court of Québec or Superior Court of Québec to have a law or resolution of the Cree First Nation quashed, in whole or in part, for illegality or for irregularity in the manner or form of its enactment or adoption.
- (2) Subject to subsection (4), a member of a Cree First Nation or any other interested person may make application to the Court of Québec or Superior Court of Québec to have a law of the Cree Nation Government made under this Agreement quashed, in whole or in part, for illegality or for irregularity in the manner or form of its enactment.
- (3) Notwithstanding the *Federal Courts Act*, the Federal Court does not have the jurisdiction to hear applications described in subsections (1) and (2).
- (4) An application made under subsection (1) or (2) based on an irregularity in the manner or form of the enactment of a law or the adoption of a resolution may not be brought after 90 days after the coming into force of the law or resolution.
- (5) An application made under subsection (1) based on the illegality of the law or resolution may not be brought after six months after the coming into force of the law or resolution.
- (6) Where a law or resolution is quashed pursuant to an application made under subsection (1), any action for anything done under that law or resolution lies only against the Cree First Nation and not against any other person.

(7) If a law of the Cree Nation Government is quashed pursuant to an application made under subsection (2), any action for anything done under that law lies only against the Cree Nation Government and not against any other person.

E. OFFENCES

4.17 (1) Every person who contravenes a Cree Law is guilty of an offence and is liable on summary conviction to the punishment set out in the Cree Law.

(2) A Cree Law may stipulate a maximum fine or a maximum term of imprisonment, or both, for contravention of the Cree Law, but the maximum fine or maximum term of imprisonment may not be greater than the general limit for summary conviction offences under section 787 of the *Criminal Code*¹⁶.

(3) A Cree First Nation Law made under paragraph 6.1(1)(k) may not impose a term of imprisonment for non-payment of taxes.

(4) Notwithstanding subsection (2), a Cree Law in respect of the protection of the environment may provide for a fine that is not greater than fines that may be imposed for comparable offences punishable upon summary conviction under the *Canadian Environmental Protection Act, 1999*¹⁷.

4.18 (1) Notwithstanding section 4.17, a Cree Law may provide for a summary process such as a ticketing scheme or the use of statements of offence for the prosecution of offences under that law and for related matters of procedure.

(2) The implementation of the summary process mentioned in subsection (1) shall be subject to the conclusion of an agreement between the Cree Nation Government and Québec regarding suitable measures in this regard.

F. ADMINISTRATION OF JUSTICE

4.19 The Court of Québec has jurisdiction to hear prosecutions of offences under a Cree Law.

4.20 (1) In addition to the courts and persons having jurisdiction in respect of the offences listed in paragraphs (a) and (b), justices of the peace appointed pursuant to paragraph 18.0.9 of the JBNQA have jurisdiction in respect of

(a) offences under a Cree Law; and

(b) offences under the following provisions of the *Criminal Code*: section 179 (vagrancy), section 265 (common assault), section 348 (breaking and entering),

¹⁶ R.S.C., 1985, c. C-46.

¹⁷ S.C. 1999, c. 33.

section 445 (injuring or endangering animals) and section 445.1 (cruelty to animals).

(2) For the purpose of exercising their jurisdiction in respect of offences referred to in paragraphs (1)(a) and (b), the justices of the peace referred to in subsection (1) are a summary conviction court within the meaning of Part XXVII of the *Criminal Code*.

(3) The words in parenthesis in paragraph (1)(b) form no part of that paragraph but shall be deemed to have been inserted for convenience of reference only.

G. COMPULSORY NOTICE

4.21 (1) Unless a Cree First Nation has previously received a notice in accordance with this section, no provision of its laws may be declared inapplicable constitutionally, invalid or inoperative or of no force or effect, including in respect of the *Canadian Charter of Rights and Freedoms*.

(2) Unless the Cree Nation Government has previously received a notice in accordance with this section, no provision of the JBNQA, of this Agreement or of its laws may be declared inapplicable constitutionally, invalid or inoperative or of no force or effect, including in respect of the *Canadian Charter of Rights and Freedoms*.

(3) The notice referred to in subsections (1) and (2) shall set forth, in a precise manner, the nature of the pretensions and the grounds relied upon. It shall be accompanied by a copy of the proceedings and shall be served by the person who intends to raise the question not later than 30 days before the date of the hearing. Only the interested Cree First Nation or the Cree Nation Government, as the case may be, may waive such notice.

(4) No application in respect of a matter mentioned in subsection (1) or (2), as the case may be, may be determined by the court unless the notice mentioned in such subsection has been validly given, and the court shall adjudicate only upon the grounds set forth in the notice.

H. OTHER MATTERS

4.22 Unless otherwise provided in this Agreement, Cree Laws shall not apply to Canada or Québec.

4.23 Each Cree First Nation and the Cree Nation Government may adopt by reference a Federal Law or a provincial law in respect of matters within their respective Jurisdiction.

4.24 The Jurisdiction of a Cree First Nation and of the Cree Nation Government, as set out in this Agreement, shall not include Jurisdiction in respect of criminal law, criminal procedure, Intellectual Property, the official languages of Canada, aeronautics, navigation and shipping, or labour relations and working conditions.

- 4.25 For greater certainty, the Jurisdiction of the Cree First Nations and the Cree Nation Government in respect of a subject matter described in this Agreement includes the Jurisdiction to make, amend and repeal laws, including provisions for their administration, and the power to do such other things as may be necessarily incidental to exercising their respective Jurisdiction.
- 4.26 A Cree First Nation Law, as well as a Cree Nation Government Law made under sections 8.2, 8.3 or 8.6, may require the holding of a licence or permit and may provide for the issuance thereof and the fees therefor.
- 4.27 A Cree Law may prohibit an activity.
- 4.28 The *Statutory Instruments Act*¹⁸ does not apply to a Cree Law or resolution of a Cree First Nation and of the Cree Nation Government adopted pursuant to this Agreement.
- 4.29 (1) Each Cree First Nation and the Cree Nation Government shall establish a mechanism to ensure that individuals who are not Crees and who reside on Category IA Land have input into decisions of the concerned Cree First Nation and the Cree Nation Government that directly and significantly affect their rights and interests.
- (2) Each Cree First Nation and the Cree Nation Government shall ensure that individuals referred to in paragraph (1) have access to the internal appeal and redress mechanisms established under paragraph 3.1(b)(iii) in respect of the decisions mentioned in subsection (1).

¹⁸ R.S.C., 1985, c. S-22.

PART III CREE FIRST NATIONS

CHAPTER 5 GENERAL

A. CONTINUATION OF CREE FIRST NATIONS

5.1 On the Effective Date, the Cree bands constituted as corporations pursuant to the *Cree-Naskapi (of Quebec) Act*, as it read immediately before the Effective Date, are hereby separately continued as Cree First Nations and as the same legal entities. These Cree First Nations may be legally designated by any of their Cree, English or French names, as follows:

- (a) Whapmagoostui Aeyouch, Whapmagoostui First Nation, Première Nation de Whapmagoostui;
- (b) Chisasibi Eeyouch, Cree Nation of Chisasibi, Nation Crie de Chisasibi;
- (c) Wemindji Eeyou, Cree Nation of Wemindji, Nation Crie de Wemindji;
- (d) Wapanoutauw Eeyou, Cree Nation of Eastmain, Nation Crie d'Eastmain;
- (e) Waaskaahikanish Iiyiyuuch Niishtam e Itaskaanesitwaau, The Crees of the Waskaganish First Nation, Les Cris de la Première Nation de Waskaganish;
- (f) Nemaskauw Iinuuch, Cree Nation of Nemaska, Nation Crie de Nemaska;
- (g) Waswanipi Eenouch, Cree First Nation of Waswanipi, Première nation crie de Waswanipi;
- (h) Mistissini Iinuuch, Cree Nation of Mistissini, Nation Crie de Mistissini; and
- (i) Ouje-Bougoumou Eenouch, Ouje-Bougoumou Cree Nation, Nation crie de Ouje-Bougoumou.

5.2 A Cree First Nation may adopt a law to change its English, French or Cree name.

B. MEMBERSHIP OF CREE FIRST NATIONS

5.3 The members of each of the Cree First Nations are the Cree Beneficiaries who are enrolled or entitled to be enrolled on the community list in respect of that Cree First Nation pursuant to Section 3 of the JBNQA.

5.4 A person, not being a Cree Beneficiary,

- (a) who immediately before July 3, 1984 was a member of one of the *Indian Act* Cree bands mentioned in subsection 12(1) of the *Cree-Naskapi (of Quebec) Act*, as it read immediately before the Effective Date, or
- (b) who immediately before the coming into force of section 12.1 of the *Cree-Naskapi (of Quebec) Act* was an Indian, as defined in subsection 2(1) of the *Indian Act*, who belonged to the collectivity known as the Crees of Oujé-Bougoumou,

shall, subject to the Cree Constitution, as applicable, be deemed to be:

- (c) a member of that band's successor Cree First Nation mentioned in section 5.1 or of the Ouje-Bougoumou Cree Nation, as the case may be, for the purposes of:
 - (i) promotion of the general welfare of the members of the Cree First Nations;
 - (ii) section 6.2;
 - (iii) section 4.16;
 - (iv) explanation by the Cree First Nation of the budget or supplementary budget to its members of and making a copy thereof available for their inspection;
 - (v) presentation and explanation by the Cree First Nation of the auditor's report to its members of and making a copy thereof available for their inspection; and
 - (vi) subsection 9.3(1);
- (d) if 18 years of age or over and not declared mentally incompetent under the laws of Québec, an elector of the successor Cree First Nation or of the Ouje-Bougoumou Cree Nation for the purposes of:
 - (i) entitlement to vote in any election of council members held by that Cree First Nation;
 - (ii) approval of the adoption, amendment or repeal of a Cree First Nation Law respecting the election and term of office of the concerned council members;
 - (iii) eligibility to be elected to the office of council member, but not chief, of that Cree First Nation;
 - (iv) filing a petition with the secretary of the Cree First Nation requesting that a special meeting be convened for the purpose of deciding whether a general election should be held; and
 - (v) approval of a law authorizing a long-term borrowing by the Cree First Nation, where such authorization is required to be approved by the electors of the Cree First Nation;
- (e) if 18 years of age or over and not declared mentally incompetent under the laws of Québec, an elector of the successor Cree First Nation or of the

Ouje-Bougoumou Cree Nation for the purposes of entitlement to vote in respect of any matter submitted to a vote at an ordinary meeting, special meeting or referendum of that Cree First Nation, except where the matter submitted to a vote is a matter referred to in Chapter 10, Chapter 11, Chapter 12 or Chapter 13.

- 5.5 An Inuk of Chisasibi shall, subject to the Cree Constitution, as applicable, be deemed to be:
- (a) a member of the Cree Nation of Chisasibi for the purposes of:
 - (i) promotion of the general welfare of the members of the Cree Nation of Chisasibi;
 - (ii) section 6.2;
 - (iii) section 4.16;
 - (iv) explanation of the budget or supplementary budget to the members of the Cree Nation of Chisasibi and making a copy thereof available for inspection by its members, as provided for in the Cree Constitution;
 - (v) presentation and explanation of the auditor's report to the members of the Cree Nation of Chisasibi and making a copy thereof available for their inspection; and
 - (vi) subsection 9.3(1);
 - (b) a resident of the Category IA Land of the Cree Nation of Chisasibi for the purposes of paragraph 5.7(2)(b); and
 - (c) if eighteen years of age or over and not declared mentally incompetent under the laws of Québec, an elector of the Cree Nation of Chisasibi for the purposes of:
 - (i) entitlement to vote in any election of council members held by the Cree Nation of Chisasibi;
 - (ii) approval of the adoption, amendment or repeal of a law of the Cree Nation of Chisasibi respecting the election and term of office of its council members;
 - (iii) eligibility to be elected to the office of council member, but not that of chief, of the Cree Nation of Chisasibi;
 - (iv) filing a petition with the secretary of the Cree Nation of Chisasibi requesting that a special meeting be convened for the purpose of deciding whether a general election should be held; and
 - (v) approval of a law authorizing a long-term borrowing by the Cree Nation of Chisasibi, where such authorization is required to be approved by the electors of the Cree Nation of Chisasibi.

C. OBJECTS AND POWERS OF CREE FIRST NATIONS

5.6 The objects of a Cree First Nation are:

- (a) to act as the local government authority on its Category IA Land;
- (b) to use, manage, administer and regulate its Category IA Land and the natural resources thereof;
- (c) to control the disposition of rights and interests in its Category IA Land and in the natural resources thereof;
- (d) to regulate the use of buildings on its Category IA Land;
- (e) to use, manage and administer its moneys and other assets;
- (f) to promote the general welfare of the members of the Cree First Nation;
- (g) to promote and carry out community development and charitable works in the community;
- (h) to establish and administer services, programs and projects for members of the Cree First Nation, other residents of Category IA Land and residents of the Category III Lands referred to in paragraph 4.7(b);
- (i) to promote and preserve the culture, values and traditions of the Crees; and
- (j) to exercise the powers and carry out the duties conferred or imposed on the Cree First Nation or on its predecessor *Indian Act* Cree band by any Act of Parliament or regulations made thereunder, the JBNQA and this Agreement.

5.7 (1) A Cree First Nation shall have, subject to this Agreement, the capacity, rights, powers and privileges of a natural person.

(2) A Cree First Nation shall not engage, directly or indirectly, in any commercial activity, except in so far as it is related to

- (a) the management or administration of
 - (i) its Category IA Land or the natural resources thereof, or
 - (ii) its buildings or other immovable assets on its Category IA Land; or
- (b) the provision of public services to or in respect of its Category IA Land or residents thereof.

(3) Notwithstanding subsection (2), a Cree First Nation may own shares in corporations that carry on commercial activities.

- 5.8 (1) Subject to subsection (2), *the Canada Business Corporations Act*¹⁹, the *Canada Corporations Act*, the *Canada Not-for-profit Corporations Act* and the other Acts of Parliament specifically applicable to corporations do not apply to a Cree First Nation.
- (2) At the request of the Cree Nation Government, the Governor in Council may declare by order that such provisions of any Act of Parliament contemplated in subsection (1) as are specified in the request shall apply to a Cree First Nation.

D. COUNCIL

- 5.9 The council of a Cree First Nation is a continuing body consisting of the council members holding office pursuant to a law of that Cree First Nation Law referred to in paragraph 6.2(1)(b) and to the Cree Constitution.
- 5.10 A Cree First Nation shall act through its council in exercising its Jurisdictions, Authorities, rights, powers and privileges and in carrying out its duties, functions and obligations.
- 5.11 A council shall act by resolution, except where required to act by law.

CHAPTER 6 LAWS RESPECTING LOCAL GOVERNMENT

- 6.1 In exercising a Jurisdiction set out in this Agreement, a Cree First Nation shall comply with the provisions of this Agreement and the Cree Constitution.
- 6.2 (1) Subject to this section, a Cree First Nation shall have the Jurisdiction to make laws of a local nature for the good government of its Category IA Land and of the inhabitants of such land, and for the general welfare of the members of the Cree First Nation, and, without limiting the generality of the foregoing, shall have the Jurisdiction to make laws respecting
- (a) the administration of the affairs and internal management of the Cree First Nation, including, for greater certainty, the following matters, as provided for in greater detail in the Cree Constitution:
 - (i) procedures relating to council meetings;
 - (ii) the establishment, composition and functions of committees of the council;
 - (iii) the appointment, duties and remuneration of a secretary, treasurer, officers, employees, agents and bodies, as applicable;
 - (iv) ordinary meetings, special meetings and referenda of its members;

¹⁹ R.S.C. 1985, c. C-44.

- (v) the fiscal year;
 - (vi) the preparation and implementation of budgets;
 - (vii) authorization for expenditures;
 - (viii) authorization for borrowing;
- (b) the election and term of office of council members, as provided for in greater detail in the Cree Constitution;
- (c) procedures for the awarding of contracts and the calling of tenders in relation thereto; such laws may take into account the preferential contract and employment benefits for Cree Beneficiaries contained in the JBNQA or established pursuant thereto;
- (d) access to information;
- (e) the regulation of buildings for the protection of public health and safety, including the construction, maintenance, repair and demolition of buildings;
- (f) health and hygiene, including
 - (i) the prevention of overcrowding of residences,
 - (ii) the sanitary condition of public and private property,
 - (iii) the control or prohibition of activities or undertakings that constitute a danger to public health,
 - (iv) the construction, operation and regulation of waste disposal systems and the collection, removal and disposal of waste generally, and
 - (v) subject to the laws of Québec, the establishment, maintenance and operation of cemeteries;
- (g) public order and safety, including
 - (i) the establishment, maintenance and operation of fire departments,
 - (ii) the discharge of firearms or of arms discharged by compressed air or any other means,
 - (iii) the keeping of animals,
 - (iv) curfews,
 - (v) the prohibition of the sale or exchange of alcoholic beverages,
 - (vi) the possession or consumption of alcoholic beverages in public places, and
 - (vii) the control of public games, sports, races, athletic contests and other amusements;
- (h) the protection of the environment, including natural resources;
- (i) the prevention of pollution;

- (j) the definition of nuisances and the control and prohibition of nuisances;
- (k) the taxation for local purposes, otherwise than by means of an income tax,
 - (i) of interests in its Category IA Land, except those of Canada and Québec, and
 - (ii) of occupants and tenants of its Category IA Land, except Canada and Québec;
- (l) subject to subsection (2), the establishment, maintenance and operation of local services, including services relating to water, sewers, fire protection, recreation, cultural activities, roads, garbage removal and disposal, lighting, heating, power, transportation, communication or snow removal, and respecting user charges for any such service;
- (m) roads, traffic and transportation, including
 - (i) the operation and speed of vehicles,
 - (ii) the maintenance, construction and operation of roads,
 - (iii) the regulation of traffic of all kinds,
 - (iv) the transportation of dangerous substances, and
 - (v) the establishment, maintenance and operation of wharves, harbours, drydocks and other landing places;
- (n) the operation of businesses and the carrying on of trades; and
- (o) parks and recreation.

(2) A Cree First Nation Law described in paragraph (1)(l) respecting a user charge for a service may differentiate on an equitable basis between different categories of users and different categories of land that benefit from the service, but

- (a) may not delegate to anyone the power to prescribe user charges or user charge rates but must itself prescribe the user charges or the user charge rates; and
- (b) may not prescribe user charges or user charge rates that exceed the total actual or anticipated cost of providing the service.

(3) In the absence of a negotiated tax coordination agreement with Canada and, if applicable, Québec, the Jurisdiction referred to in paragraph (1)(k) shall be exercised only with respect to Crees.

(4) A Cree First Nation may accept payment of a tax referred to in paragraph (1)(k) or a user charge referred to in paragraph (1)(l) in a form other than money.

- 6.3 A Cree First Nation may make laws respecting land and resource use and planning, including, without limiting the generality of the foregoing, laws respecting
- (a) the inventory, use and management of its Category IA Land and the natural resources thereof;
 - (b) the adoption of land use plans and resource use plans in relation to its Category IA Land; and
 - (c) use permits relating to its Category IA Land and buildings located thereon, and the conditions relating to the issuance, suspension or revocation of such permits.
- 6.4 A Cree First Nation may make laws respecting zoning, including, without limiting the generality of the foregoing, laws respecting
- (a) the division of all or part of its Category IA Land into zones for the purpose of regulating the use of the land, natural resources thereof, and buildings; and
 - (b) the implementation of a land use plan or resource use plan referred to in section 6.3.
- 6.5 (1) Subject to this section, a Cree First Nation may make laws respecting hunting, fishing and trapping and the protection of wildlife, including, without limiting the generality of the foregoing, laws respecting
- (a) the exercise of the right to harvest referred to in Section 24 of the JBNQA and in *An Act respecting hunting and fishing rights in the James Bay and New Quebec Territories*²⁰;
 - (b) matters described in sections 85 and 86 of that Act;
 - (c) residence requirements relating to sport hunting and sport fishing by persons other than Cree Beneficiaries, as contemplated by section 37 of that Act; and
 - (d) the right of persons of Cree ancestry to harvest for personal use, as contemplated by section 38 of that Act.
- (2) Subject to subsection (3), a copy of each Cree First Nation Law described in subsection (1) that a Cree First Nation proposes to make shall, a reasonable period of time before its enactment, be submitted by the Cree First Nation to the Coordinating Committee referred to in Section 24 of the JBNQA and in *An Act respecting hunting and fishing rights in the James Bay and New Quebec Territories*, in order to enable that Committee to make representations to the Cree First Nation with respect thereto, but the Cree First Nation is not bound by any such representations.

²⁰ CQLR, c. D-13.1.

(3) Subsection (2) does not apply in respect of a proposed Cree First Nation Law that

- (a) has previously been submitted to the Coordinating Committee pursuant to that section, whether or not it has been changed as a result of representations made pursuant to that section; or
- (b) makes no substantive change to an existing Cree First Nation Law.

PART IV CREE NATION GOVERNMENT ON CATEGORY IA LAND

CHAPTER 7 OBJECTS OF CREE NATION GOVERNMENT REGARDING CATEGORY IA LAND

- 7.1 The objects of the Cree Nation Government regarding Category IA Land are:
- (a) to act as a regional government authority on Category IA Land;
 - (b) to exercise Jurisdiction in respect of the matters described in this Agreement;
 - (c) to use, manage and administer moneys and other assets;
 - (d) to promote the general welfare of the members of the Cree First Nations;
 - (e) to promote and preserve the culture, values and traditions of the members of the Cree First Nations.
- 7.2 For greater certainty, the Cree Nation Government may assume any federal responsibilities agreed on by the Cree Nation Government and the Government of Canada that are set out in the JBNQA or any other agreement or in any federal Act or that are in relation to any program of the Government of Canada.

CHAPTER 8 LAWS RESPECTING REGIONAL GOVERNMENT

- 8.1 In exercising the Jurisdiction set out in this Agreement, the Cree Nation Government shall comply with the applicable provisions of the *Act respecting the Cree Nation Government* and with the procedures set out in the Cree Constitution.

A. SOLEMNIZATION OF MARRIAGE

- 8.2 The Cree Nation Government may make laws on the following aspects of marriage:
- (a) the recognition of solemnization of marriage by traditional practices and codification of Cree forms of traditional marriage;
 - (b) the designation of individuals who can solemnize marriages.

B. MATRIMONIAL PROPERTY

- 8.3 The Cree Nation Government may make laws that apply:
- (a) during a conjugal relationship,

- (b) when a conjugal relationship breaks down, or
- (c) on the death of a spouse or common law partner,

respecting the following aspects of matrimonial immovable property situated on Category IA Land:

- (d) the use, the occupation and the possession of family homes;
 - (e) protection orders;
 - (f) the division of the value of any rights or interests held by a spouse or a common-law partner upon the breakdown of the conjugal relationship or the death of the other spouse or common law partner, as applicable, and taking into account the interest of children.
- 8.4 The rights and protections provided in a Cree Nation Government Law made under section 8.3 shall be at least equivalent in their effect to any rights and protections provided under laws of Québec in respect of the matter.
- 8.5 A Cree Nation Government Law made under section 8.3 may include, notwithstanding the exemption from seizure provided for in the Governance Legislation, provisions for enforcing, on Category IA Land, an order of a court of competent jurisdiction that includes one or more provisions made under such Cree Nation Government Law or a decision made or an agreement reached under such law.

C. CREE LANGUAGE, CULTURE AND HERITAGE

- 8.6 The Cree Nation Government may make laws to protect and promote the Cree language, culture, heritage sites, place names, artefacts, and archaeological and burial sites.
- 8.7 Section 16 of the JBNQA and the *Education Act for Cree, Inuit and Naskapi Native Persons*²¹ shall prevail over a Cree Nation Government Law made under section 8.6 to the extent of any inconsistency or conflict.

D. IMPLEMENTATION AGREEMENTS WITH QUÉBEC

- 8.8 The exercise by the Cree Nation Government of a Jurisdiction referred to in sections 8.2, 8.3 and 8.6 shall be subject to the conclusion of agreements between the Cree Nation Government and Québec regarding suitable implementation measures.

²¹ CQLR, c. I-14.

E. PUBLIC HEALTH AND SAFETY

8.9 The Cree Nation Government may make laws to regulate, for the protection of public health and safety, buildings used for housing or for regional governance, including their construction, maintenance, repair and demolition.

F. ESSENTIAL SANITATION SERVICES

8.10 The Cree Nation Government may make laws to regulate essential sanitation services, including water and sewer services, drainage and solid waste management, and health and hygiene in relation to those services and housing.

G. FIRE DEPARTMENTS

8.11 The Cree Nation Government may make laws to regulate the establishment, maintenance and operation of fire departments.

H. ENVIRONMENT

8.12 The Cree Nation Government may make laws for the protection of the environment, including natural resources, and the prevention of pollution.

I. STANDARDS

8.13 The standards established in a Cree Nation Government Law in respect of a matter referred to in sections 8.9 to 8.12 shall be at least equivalent in their effect to any standards established by Federal Laws or provincial laws of general application in respect of the matter.

8.14 (1) A Cree Nation Government Law in respect of a matter referred to in sections 8.9 to 8.12 shall prevail over a Cree First Nation Law to the extent of any inconsistency or conflict.

(2) Notwithstanding subsection (1), the provisions of a Cree First Nation Law that establish standards more stringent in their effect than those established in a Cree Nation Government Law shall prevail to the extent of any inconsistency or conflict.

J. TAXATION

8.15 Subject to paragraph 2.8(a), the Cree Nation Government may make laws respecting Direct taxation of Crees within the territorial limits defined in section 4.8 in order to raise revenue for the Cree Nation Government's purposes.

- 8.16 For the purposes of section 8.15, “Direct” has the same meaning, for the purposes of distinguishing between a direct tax and an indirect tax, as in class 2 of section 92 of the *Constitution Act, 1867*.
- 8.17 In the absence of a negotiated tax coordination agreement with Canada and, if applicable, Québec, the Jurisdiction referred to in section 8.15 shall be exercised in accordance with principles and parameters determined by the Cree Nation Government.

PART V LAND REGIME

CHAPTER 9 RESIDENCE AND ACCESS RIGHTS

A. GENERAL

9.1 No person may reside on, enter or remain on Category IA Land otherwise than in accordance with a residence or access right under this Chapter 9.

9.2 (1) The exercise of residence or access rights conferred by sections 9.3 to 9.6 is subject to any law made under subsection (2).

(2) A Cree First Nation may make laws for the purpose of regulating, on its Category IA Land, the exercise of residence or access rights conferred by sections 9.3 to 9.6, but, except in the case of an authorization to reside under paragraph 9.3(2)(a) or an authorization of access under paragraph 9.5(5)(e), such a law may not, notwithstanding section 4.27, unreasonably restrict or, except as provided by subsection 9.3(3) effectively deny any such residence or access right.

B. RESIDENCE RIGHTS

9.3 (1) The following persons have the right to reside on the Category IA Land of a Cree First Nation:

- (a) a member of that Cree First Nation;
- (b) the member's consort, within the meaning of section 28.2; and
- (c) the family to the first degree of a person described in paragraph (a) or (b).

(2) In addition to persons described in subsection (1), the following persons may reside on the Category IA Land of a Cree First Nation:

- (a) a person so authorized in writing by that Cree First Nation or by a law of that Cree First Nation;
- (b) a person so authorized by virtue of a grant from that Cree First Nation under Chapter 12;
- (c) an administrator holding office pursuant to the Cree Constitution; and
- (d) subject to subsection (3), a person engaged in administrative or public duties approved by that Cree First Nation or scientific studies approved by that Cree First Nation.

(3) A Cree First Nation may prohibit a person described in paragraph (2)(d) from residing on its Category IA Land where the number of such persons would be such as to significantly alter the demographic composition of the community.

9.4 (1) A person who is not a Cree Beneficiary and who

- (a) was, immediately before November 11, 1975, residing on or occupying, by virtue of a right of residence or occupancy, land that became Category IA Land by virtue of the JBNQA, other than land referred to in subsection (2), and
- (b) continued to reside on or occupy that land by virtue of that right at the coming into force of Part V of the *Cree-Naskapi (of Quebec) Act*²²

may continue to reside on or occupy that land in accordance with that right until the expiry of that right.

(2) A person, not being a Cree Beneficiary, who immediately before the coming into force of the *Oujé-Bougoumou Band Complementary Agreement* was residing on or occupying, by virtue of a right of residence or occupancy, land that became Category IA Land of the Oujé-Bougoumou Band by virtue of that Agreement, and who continued to reside on or occupy that land by virtue of that right on the coming into force of subsection 104(1.1) of the *Cree-Naskapi (of Québec) Act*²³, may continue to reside on or occupy that land in accordance with that right until the expiry of that right.

C. ACCESS RIGHTS

9.5 (1) The following persons have a right of access to any Category IA Land:

- (a) any Cree Beneficiary;
- (b) that Beneficiary's consort, within the meaning of section 28.2; and
- (c) the family to the first degree of a person described in paragraph (a) or (b).

(2) A person who, immediately before the coming into force of Part V of the *Cree-Naskapi (of Quebec) Act* was a member of one of the *Indian Act* Cree bands mentioned in subsection 12(1) of the *Cree-Naskapi (of Quebec) Act*, as it read upon the coming into force of that provision, but was not a Cree Beneficiary has a right of access to the Category IA Land of the Cree First Nation of which he is deemed by paragraph 5.4(a) to be a member.

(3) A person who, immediately before the coming into force of subsection 105(2.1) of the *Cree-Naskapi (of Québec) Act*²⁴, was an Indian, as defined in subsection 2(1) of the

²² July 3, 1984 by virtue of SI/84-129.

²³ May 15, 2014 by virtue of Order in Council P.C. 2014-0582.

²⁴ See note 23.

Indian Act, who belonged to the collectivity known as the Crees of Oujé-Bougoumou but was not a Cree Beneficiary has a right of access to the Category IA Land of the Ouje-Bougoumou Cree Nation.

(4) The Inuit of Chisasibi have a right of access to the Category IA Land of the Cree Nation of Chisasibi.

(5) In addition to persons described in subsections (1) to (4), the following persons are permitted access to Category IA Land of a Cree First Nation to the extent required in order to exercise their rights or functions referred to below, subject to the terms and conditions of the right or function in question:

- (a) a person who is authorized by a government body or any other public body, established by or under an Act of Parliament, an Act of the legislature of Québec or a law of the Cree First Nation or the Cree Nation Government to perform a public function, establish, operate or administer a public service, construct or operate a public installation or conduct a technical survey thereon;
- (b) a holder of a right or interest in Category IA Land or in a building situated thereon granted under Part VIII of the *Cree-Naskapi (of Québec) Act* as it read immediately before the Effective Date or, after this date, under Chapter 12;
- (c) a person who has an authorization for commercial exploitation of forest resources referred to in subsection 111(2) of the *Cree-Naskapi (of Québec) Act* as it read immediately before the Effective Date or, after this date, referred to in subsection 10.3(2);
- (d) a holder of a mining right or other subsurface right referred to in section 114 or 115 of the *Cree-Naskapi (of Québec) Act* as it read immediately before the Effective Date or, after this date, referred to in section 10.6 or 10.7 or a person exercising a right under subsection 113(3) or (3.1) of the *Cree-Naskapi (of Québec) Act* as it read immediately before the Effective Date or, after this date, referred to in subsection 10.5(3) or (4); and
- (e) a person authorized in writing by the Cree First Nation or by a law of the Cree First Nation.

9.6 Any member of the public is permitted access to the public facilities and installations mentioned in section 63 of *An Act respecting the Land Regime in the James Bay and New Quebec Territories*, where all or any part of such a facility or installation is located on Category IA Land.

D. OFFENCE

9.7 (1) A Cree First Nation may make laws to provide that every person who

- (a) unlawfully interferes with a person's residence or access right under this Chapter 9, or
- (b) resides on, enters or remains on Category IA Land otherwise than in accordance with a residence or access right under this Chapter 9

is guilty of an offence and is liable on summary conviction to the punishment set out in such laws.

(2) Subsection (1) does not affect any right or remedy that, but for that subsection, would be available in respect of a contravention of section 9.1.

CHAPTER 10 RIGHTS OF CREE FIRST NATIONS, QUÉBEC AND OTHERS IN RELATION TO CATEGORY IA LAND

A. BARE OWNERSHIP

10.1 (1) Québec retains the bare ownership of Category IA Land.

(2) Subject to this Agreement, a Cree First Nation has the exclusive use and benefit of its Category IA Land and the natural resources thereof, and may administer, manage, control, use and enjoy that land and the natural resources thereof for community, commercial, industrial, residential or other purposes, as if it were the owner thereof.

B. SOAPSTONE DEPOSITS

10.2 All deposits of

- (a) soapstone, and
- (b) any other similar material used for traditional arts and crafts of the Crees

on Category IA Land of a Cree First Nation are the property of the Cree First Nation.

C. FOREST RESOURCES

10.3 (1) A Cree First Nation has the exclusive right to the commercial exploitation of forest resources on its Category IA Land without the payment of stumpage dues, but it may not exercise the right conferred on it by this subsection, either directly or through persons authorized by the Cree First Nation, unless it obtains from the provincial Minister responsible therefor, cutting rights or a licence to cut timber, as required by section 58 of *An Act respecting the Land Regime in the James Bay and New Quebec Territories*.

(2) An authorization from a Cree First Nation to a person for commercial exploitation of forest resources on the Cree First Nation's Category IA Land must be approved in accordance with the Cree Constitution.

(3) Subject to any law of the Cree First Nation made under section 6.2 restricting or prohibiting the use of forest resources, a member of a Cree First Nation may use forest resources on the Category IA Land of his Cree First Nation for personal or community purposes.

D. GRAVEL

10.4 A Cree First Nation, where it has obtained a permit from the ministre de l'Énergie et des Ressources of Québec pursuant to section 56 of *An Act respecting the Land Regime in the James Bay and New Quebec Territories*, may use, in accordance with that permit, gravel and other similar material generally used for personal or community earthworks.

E. MINERAL, SUBSURFACE AND MINING RIGHTS

10.5 (1) Subject to this Agreement, Québec retains the ownership of all mineral rights and subsurface rights on Category IA Land.

(2) Subject to subsections (3) and (4), after November 11, 1975 (in the case of Category IA Land other than land referred to in subsection 10.6(2)), or on or after the day on which the *Oujé-Bougoumou Band Complementary Agreement* came into force (in the case of Category IA Land referred to in subsection 10.6(2)) no mineral right or subsurface right on Category IA Land of a Cree First Nation may be granted or exercised and no mineral or other subsurface material or substance may be mined or extracted from such land without the consent of the Cree First Nation and payment to the Cree First Nation of compensation agreed to by the Cree First Nation.

(3) A holder of an exploration permit described in subsection 10.6(1) or of a right or title described in subsection 10.7(1) may, without the consent and payment referred to in subsection (2) but subject to subsection 10.8(1) and the payment of compensation as set out in subsection 10.8(3), explore for and exploit minerals on adjacent Category IA Land if those minerals extend continuously from the minerals that are the object of the permit, right or title.

(4) A holder of an exploration permit described in subsection 10.6(2) or of a right or title described in subsection 10.7(2) may, without the consent and payment referred to in subsection (2) but subject to subsection 10.8(2) and the payment of compensation as set out in subsection 10.8(3), explore for and exploit minerals on adjacent Category IA Land if those minerals extend continuously from the minerals that are the object of the permit, right or title.

(5) The following matters require approval in accordance with the Cree Constitution:

- (a) the giving by the Cree First Nation of the consent referred to in subsection (2);
- (b) a grant by the Cree First Nation of a right or interest in its Category IA Land in connection with the giving of the consent referred to in subsection (2); and
- (c) the Cree First Nation's agreement as to the type and amount of the compensation referred to in subsection (2).

10.6 (1) Where an exploration permit was granted by Québec to the Société de développement de la Baie James before November 11, 1975 for land that subsequently became Category IA Land pursuant to the JBNQA, other than land referred to in subsection (2), the Société de développement de la Baie James may, in accordance with that exploration permit and subject to subsections 10.8(1) and (3), use that Category IA Land to carry out exploration activities and exploit mineral deposits.

(2) Where an exploration permit was, before the coming into force of the *Oujé-Bougoumou Band Complementary Agreement*, granted by Québec to the Société de développement de la Baie James in respect of land that became Category IA Land of the Oujé-Bougoumou Band by virtue of that agreement, the Société de développement de la Baie James may, in accordance with that exploration permit and subject to subsections 10.8(2) and (3), use that Category IA Land to carry out exploration activities and exploit mineral deposits.

10.7 (1) A holder of a right or title (including a mining claim, development licence, exploration permit, mining concession and mining lease) to minerals ("minerals" as defined in the *Mining Act* (Québec) as it read on November 11, 1975) granted before November 11, 1975 on land surrounded by or adjacent to land that subsequently became Category IA Land pursuant to the JBNQA, other than land that became Category IA Land of the Oujé-Bougoumou Cree Nation by virtue of the *Oujé-Bougoumou Band Complementary Agreement*, may, subject to subsections 10.8(1) and (3), use that Category IA Land to the extent necessary for the exercise of the holder's right or title.

(2) A holder of a right or title (including a mining claim, development licence, exploration permit, mining concession and mining lease) to mineral substances ("mineral substances" as defined in the *Mining Act*²⁵, as it read on October 24, 1988, or, if it is amended after that day, as it read on the day on which the *Oujé-Bougoumou Band Complementary Agreement* came into force) granted on or after November 11, 1975 and before the coming into force of the *Oujé-Bougoumou Band Complementary Agreement*, on land surrounded by or adjacent to land that became Category IA Land of the Oujé-Bougoumou Cree Nation by virtue of that Agreement may, subject to subsections 10.8(2) and (3), use that Category IA Land to the extent necessary for the exercise of the holder's right or title.

²⁵ R.S.Q., c. M-13.1.

10.8 (1) The rights conferred by subsections 10.5(3), 10.6(1) and 10.7(1) may not be exercised otherwise than in accordance with Division XXII of the *Mining Act* (Québec) as it read on November 11, 1975, except that the expropriation of servitudes provided for by that Division shall be restricted to temporary servitudes.

(2) The rights conferred by subsections 10.5(4), 10.6(2) and 10.7(2) may not be exercised otherwise than in accordance with Division V of Chapter IV of the *Mining Act*²⁶, as it read on October 22, 1999, or, if it is amended after that day, as it read on the day on which the *Oujé-Bougoumou Band Complementary Agreement* came into force, except that any expropriation that is required for the purpose of exercising those rights must be restricted to the acquisition of temporary servitudes.

(3) Where Category IA Land is used pursuant to subsection 10.5(3) or (4), section 10.6 or subsection 10.7(1) or (2), compensation shall be paid to the Cree First Nation in question

- (a) in the form of an equal area of land, where the Category IA Land is used for a purpose other than exploration; or
- (b) where the Category IA Land is used for the purpose of exploration, in an amount equivalent to that paid to Québec for the use of its land in similar cases.

(4) Where compensation is payable under paragraph (3)(a), sections 11.8 and 11.9 apply, with such modifications as the circumstances require.

F. PRE-EXISTING RIGHTS AND INTERESTS ON CATEGORY IA LAND

10.9 (1) A holder of any lease, occupation permit or other grant or authorization the term of which had not expired on or before July 3, 1984, granted in writing by Québec before November 11, 1975 on land that subsequently became Category IA Land pursuant to the JBNQA, other than land referred to in subsection (2), may continue to exercise the holder's rights under that lease, permit, grant or authorization, as if the land were Category III Land, until the end of the term fixed in it, or, where the term is renewed on or after November 11, 1975, until the end of the renewal period.

(2) A holder of any lease, occupation permit or other grant or authorization the term of which had not expired on or before the coming into force of subsection 117(1.1) of the *Cree-Naskapi (of Quebec) Act*, granted in writing by Québec — before the coming into force of the *Oujé-Bougoumou Band Complementary Agreement* — on land that became Category IA Land of the Oujé-Bougoumou Band by virtue of that Agreement, may continue to exercise the holder's rights under that lease, permit, grant or authorization, as if the land were Category III Land, until the end of the term fixed in it, or, where the term is renewed on or after the day on which that Agreement came into force, until the end of the renewal period.

²⁶ *Ibid.*

CHAPTER 11 EXPROPRIATION BY QUÉBEC

11.1 In this Chapter 11, “expropriating authority” means

- (a) Québec; or
- (b) any public body having the power of expropriation under the laws of Québec and specifically authorized by Québec to carry out the expropriation in question.

11.2 (1) An expropriating authority may not expropriate any Category IA Land or any interest therein except as provided by this Chapter 11.

(2) The *Expropriation Act*²⁷ applies to expropriations under this Chapter 11, except to the extent that it is inconsistent with or in conflict with this Agreement, in which case this Agreement prevails to the extent of the inconsistency or conflict.

11.3 (1) Subject to this Chapter 11, an expropriating authority may expropriate in full ownership any Category IA Land or any building thereon, or may expropriate a servitude over any Category IA Land, but only for the purpose of, and to the extent necessary for, the establishment of the following public services or structures:

- (a) infrastructures, such as regional roads and arteries, bridges, airports, maritime structures and protection and irrigation facilities;
- (b) services normally provided by local or municipal governments, including water systems, sewers, purification plants, treatment plants and fire protection services;
- (c) public utilities, including electricity, gas and oil, and telephone and other types of telecommunications;
- (d) gas or oil pipelines, and energy transmission lines, subject to subsection (2); and
- (e) any other service or structure similar to those mentioned in paragraphs (a) to (d) established pursuant to the laws of Québec.

(2) An expropriating authority may expropriate for a purpose mentioned in paragraph (1)(d) only if

- (a) the expropriating authority has previously made all reasonable efforts to locate the pipeline or transmission line on
 - (i) Category III Land, or
 - (ii) Category II Land,

and has been unable to do so at a cost substantially equivalent to or lower than the cost of locating the pipeline or transmission line on Category IA Land; and

²⁷ CQLR, c. E-24.

- (b) the pipeline or transmission line is to be located as far as possible from the centre of any residential area located on Category IA Land, and at least eight kilometres from such centre.
- 11.4 (1) Except as provided in subsections (2) and (3), an expropriating authority may expropriate only servitudes.
- (2) Where a service or structure mentioned in subsection 11.3(1) cannot be established without a taking of the full use and enjoyment of the Category IA Land, the expropriating authority may expropriate the land in full ownership.
- (3) Where the expropriation of a servitude for the establishment of a service or structure mentioned in subsection 11.3(1) would effectively prevent the use or enjoyment by the Cree First Nation or its members of the land on which the service or structure is to be established, the expropriating authority may not expropriate the servitude in question but may only expropriate the land in full ownership.
- 11.5 (1) Subject to section 11.6, a Cree First Nation is entitled to compensation from the expropriating authority in accordance with this section.
- (2) A Cree First Nation is entitled to be compensated with an equal area of land where the expropriation is for a purpose mentioned in paragraph 11.3(1)(d).
- (3) A Cree First Nation is entitled to be compensated in money in respect of an expropriation of a servitude for a purpose mentioned in paragraph 11.3(1)(a), (b), (c) or (e), and the amount of compensation must be approved in accordance with the Cree Constitution.
- (4) A Cree First Nation is entitled to be compensated with an equal area of land or in money, or partly with land and partly in money, at the Cree First Nation's option, in respect of land expropriated in full ownership for a purpose mentioned in paragraph 11.3(1) (a), (b), (c) or (e), and the type and amount of compensation must be approved in accordance with the Cree Constitution.
- 11.6 A Cree First Nation is not entitled to any compensation where the expropriation is for a purpose mentioned in paragraph 11.3(1) (a), (b), (c) or (e) and the service or structure in question is of direct benefit to the members of the Cree First Nation as a community or to a significant portion of the Cree First Nation's Category IA Land.
- 11.7 (1) For the purposes of section 11.6, the following services or structures shall be deemed to be of direct benefit under that section:
- (a) services expressly requested by a Cree First Nation from the expropriating authority;

- (b) essential services for the use of the members of a Cree First Nation as a community;
- (c) local services normally provided by a municipal or local government, including local roads, bridges, airports and other similar services; and
- (d) local services normally provided by a public utility.

(2) An expropriating authority shall indicate on an expropriation notice whether or not the service or structure to be established on the land being expropriated is, in the opinion of the expropriating authority, of direct benefit to the members of the Cree First Nation as a community or to a significant portion of the Cree First Nation's Category IA Land.

(3) Where the expropriating authority referred to in subsection (2) fails to indicate its opinion in accordance with that subsection or indicates that, in its opinion, the service or structure referred to in subsection (2) is not of direct benefit to the members of the Cree First Nation as a community or to a significant portion of the Cree First Nation's Category IA Land, the service or structure shall be deemed, for the purposes of this Chapter 11, not to be of direct benefit to the members of the Cree First Nation as a community or to a significant portion of the Cree First Nation's Category IA Land.

(4) Where a Cree First Nation and an expropriating authority disagree as to whether a service or structure is of direct benefit to the members of the Cree First Nation as a community or to a significant portion of the Cree First Nation's Category IA Land, or disagree as to whether a service or structure is one described in paragraphs (1)(a) to (d), the issue shall be determined by the Tribunal administratif du Québec, unless the parties have agreed to submit the matter to final and binding arbitration.

(5) In any disagreement referred to in subsection (4), the burden of proof lies on the expropriating authority.

(6) In determining whether a service or structure is one described in paragraph (1)(b), (c) or (d) or whether a service or structure not described in subsection (1) is of direct benefit to the members of a Cree First Nation as a community or to a significant portion of the Cree First Nation's Category IA Land, regard shall be had to the potential use by the members of the Cree First Nation as a community of the service or structure, the advantages of the service or structure to the members of the Cree First Nation as a community, and the anticipated benefit of the service or structure to the Category IA Land of the Cree First Nation.

11.8 (1) Where a Cree First Nation is entitled to be compensated with land under paragraph 10.8(3)(a) or subsection 11.5(2) or elects to be compensated wholly or partly with land under subsection 11.5(4), the following rules apply:

- (a) as soon as possible after service of the expropriation notice (where the Cree First Nation has not contested the right to expropriate) or after the final judgment on the right to expropriate (where the Cree First Nation has contested that right), the

Cree First Nation shall indicate to the expropriating authority its preference as to the selection of replacement land, which preference must have been approved in accordance with the Cree Constitution;

- (b) if the selection of replacement land proposed by the Cree First Nation under paragraph (a) is not acceptable to Québec, Québec shall, taking into account the preference of the Cree First Nation as expressed under that paragraph, propose to the Cree First Nation alternative replacement land that
 - (i) is Category II Land of the Cree First Nation or Category III Land,
 - (ii) is adjacent to Category IA Land of the Cree First Nation, and
 - (iii) is double the area of, and has characteristics reasonably similar to those of, the expropriated land;
- (c) the Cree First Nation may select from the alternative replacement land proposed by Québec under paragraph (b) an area of land equal to the area of the expropriated land, which selection must be approved in accordance with the Cree Constitution;
- (d) once replacement land has been accepted by the Cree First Nation, the necessary measures shall forthwith be taken by Québec and Canada to set aside that replacement land as Category IA Land of the Cree First Nation unless other arrangements are agreed to between Québec and the Cree First Nation and approved in accordance with the Cree Constitution; and
- (e) where no agreement is reached between Québec and the Cree First Nation as to the selection of replacement land within one hundred and twenty days after service of the expropriation notice (where the Cree First Nation has not contested the right to expropriate) or after the final judgment on the right to expropriate (where the Cree First Nation has contested that right), the compensation to the Cree First Nation shall be in the form of money instead of replacement land, and where the parties cannot agree on the amount of money, which amount must be approved in accordance with the Cree Constitution, section 11.10 applies.

(2) Where, pursuant to subparagraph (1)(b)(i), Category II Land is offered by Québec and accepted by the Cree First Nation, that Category II Land shall itself be replaced in accordance with section 74 of *An Act respecting the Land Regime in the James Bay and New Quebec Territories*.

11.9 Where

- (a) a Cree First Nation has been compensated with replacement land pursuant to paragraph 10.8(3)(a), subsection 11.5(2) or subsection 11.5(4), or
- (b) no compensation was paid to the Cree First Nation pursuant to section 11.6,

and subsequently the expropriated land is no longer required by the expropriating authority for the purpose for which it was expropriated, Canada and Québec shall

forthwith, if requested by the Cree First Nation by resolution approved in accordance with the Cree Constitution, take the necessary measures to reclassify the expropriated land as Category IA Land, as the case may be, and, in the situation described in paragraph (a), shall take the necessary measures to return the replacement land to its former classification.

- 11.10 Where compensation is payable wholly or partly in money pursuant to subsection 11.5(3) or (4) or paragraph 11.8(1)(e), and the parties cannot agree on the amount of such compensation, the amount shall be determined by the Tribunal administratif du Québec in accordance with the *Expropriation Act*, unless the parties submit the matter to final and binding arbitration.
- 11.11 In any expropriation under this Chapter 11, the establishment of the service or structure or the commencement of construction related thereto may proceed after sixty days from service of the expropriation notice (where the Cree First Nation has not contested the right to expropriate) or from the final judgment on the right to expropriate (where the Cree First Nation has contested that right), even if negotiations concerning compensation have not been concluded.
- 11.12 Where Category IA Land has been expropriated in full ownership under this Chapter 11, the expropriated land ceases to be Category IA Land
- (a) in the case where the Cree First Nation is not entitled to any compensation, as of the later of the two following dates:
 - (i) the date of the final judgment on the contestation of the right to expropriate or, where there is no such contestation, as of the day following the last day on which a motion of contestation may be presented, and
 - (ii) where the Cree First Nation claims a right to compensation, the date of the final judgment declaring that the Cree First Nation is not entitled to any compensation;
 - (b) in the case where the Cree First Nation is entitled to compensation in money, or elects pursuant to subsection 11.5(4) to be compensated in money, the day on which an agreement respecting compensation is concluded or, where there is no agreement as to compensation, as of the date of the final judgment on the amount of compensation pursuant to section 11.10;
 - (c) in the case where the Cree First Nation is entitled to compensation in the form of land, or where the Cree First Nation elects pursuant to subsection 11.5(4) to be compensated entirely in land, the latest of the following days:
 - (i) the day on which Canada sets aside the replacement land as Category IA Land of the Cree First Nation,
 - (ii) the day on which an agreement on money compensation pursuant to paragraph 11.8(1)(e) is concluded, and

- (iii) the day of the final judgment on the amount of money compensation, where there has been no agreement on money compensation under paragraph 11.8(1)(e); or
- (d) in the case where the Cree First Nation elects, pursuant to subsection 11.5(4), to take compensation partly in the form of land and partly in money, the latest of the following days:
 - (i) the day on which Canada sets aside replacement land as Category IA Land of the Cree First Nation,
 - (ii) the day on which an agreement on money compensation is concluded,
 - (iii) the day on which, failing an agreement as to replacement land, an agreement on money compensation pursuant to paragraph 11.8(1)(e) is concluded, and
 - (iv) the day of the final judgment on the amount of money compensation, where the amount of money compensation is not agreed on.

CHAPTER 12 DISPOSITIONS OF RIGHTS AND INTERESTS IN CATEGORY IA LAND AND BUILDINGS

12.1 (1) In this Chapter 12,

“lease” does not include an emphyteutic lease;

“transfer” means a transfer made directly or indirectly, but does not include a transfer by testamentary or intestate succession.

(2) For the purposes of this Chapter 12, where a corporation holds a right or interest in Category IA Land and subsequently there is a change in the effective voting control of that corporation (otherwise than by testamentary or intestate succession), a transfer of that right or interest shall be deemed to have occurred.

(3) In construing the nature and extent of the rights and interests listed in subsection 12.3(1), reference shall be had to the *Civil Code of Quebec* and the *Civil Code of Lower Canada* to the extent that they are not inconsistent with this Agreement or with the provisions of the grant of that right or interest.

12.2 Unless otherwise provided in the lease, provincial laws relating to the rights and obligations of lessors and lessees do not apply to a lease for residential purposes of a building situated on Category IA Land.

12.3 (1) A Cree First Nation may, subject to this Chapter 12, grant

- (a) with respect to its Category IA Land, a lease, usufruct, servitude, superficies or other right of use or occupation; and

(b) with respect to its buildings on its Category IA Land, a lease, emphyteutic lease or usufruct, or a right of ownership, co-ownership, use or habitation, or other right of use or occupation or, subject to the approval of the electors of the Cree First Nation provided for in the Governance Legislation, a hypothec or other charge.

(2) The term of a grant made under paragraph (1)(a) may not exceed seventy-five years.

(3) A grant for a term of ten years or more made under paragraph (1)(a) for non-residential purposes has no effect unless approved in accordance with the Cree Constitution.

(4) For the purposes of subsections (2) and (3), any period in respect of which a grantee has a right of renewal shall be deemed to be included in the original term of the grant.

12.4 A grant made or authorization given under this Chapter 12 has no effect unless it is made in writing by the Cree First Nation and accepted in writing by the person to whom it is given.

12.5 (1) A grant made or authorization given under this Chapter 12 may contain any terms and conditions not inconsistent with this Agreement.

(2) Unless otherwise provided in writing in a grant made under this Chapter 12,

(a) the term of a grant for non-residential purposes shall be deemed to be one year, except in the case of a grant of ownership or co-ownership of a building;

(b) the term of a grant for residential purposes made to an individual shall be deemed to be fifty years, except in the case of a grant of ownership or co-ownership of a building;

(c) the Cree First Nation may terminate the right or interest granted after non-use by the grantee of the right or interest for a continuous period of five years;

(d) the right or interest granted includes such ancillary rights as are necessary for the reasonable exercise of the right or interest granted; and

(e) the right or interest granted does not include

(i) the right of accession,

(ii) the right to renew the term of the grant,

(iii) the right to reside,

(iv) in the case of a right or interest in land,

(A) the right to subsequently transfer the right or interest or any part thereof to another person, and

- (B) the right to construct or own a building on the land or otherwise have a building located on the land, except in the case of a grant of superficies, and
 - (v) in the case of a right or interest in a building originally granted by the Cree First Nation for non-residential purposes, the right to subsequently transfer that right or interest or any part thereof to another person.
- 12.6 (1) A grant by a Cree First Nation relating to its Category IA Land does not permit the grantee to use that land for
 - (a) a commercial fishery, or
 - (b) an “outfitting operation” within the meaning of *An Act respecting hunting and fishing rights in the James Bay and New Quebec Territories*unless explicit permission for such use is included in the terms of the grant or is subsequently given by the Cree First Nation.
 - (2) Permission to use Category IA Land for a purpose mentioned in paragraph (1)(a) or (b), whether included in the terms of the grant or subsequently given by the Cree First Nation, shall be approved in accordance with the Cree Constitution.
- 12.7 (1) For the purposes of this Chapter 12, a right of superficies is a right in land that entitles the holder of the right (referred to in this section as the “superficiary”) to construct and own buildings on the land.
 - (2) In addition to terminating through the operation of paragraphs 12.5(2)(a) and (b), a superficies granted under section 12.3 shall be deemed to expire if the Cree First Nation becomes the superficiary, or if there is a total loss of the land subject to the superficies.
 - (3) Unless otherwise agreed to in writing by the Cree First Nation and the superficiary prior to the expiration of the term of a superficies, the superficiary shall, at his own expense and prior to the expiration of the term of the superficies,
 - (a) remove or demolish any building owned by him on the land; and
 - (b) restore the land as near as possible to the state that it was in at the commencement of the term of the superficies.
 - (4) At least ninety days before demolishing a building pursuant to paragraph (3)(a), the superficiary shall give notice to the Cree First Nation of his intention to demolish the building.
 - (5) A Cree First Nation shall, within forty-five days after receiving a notice referred to in subsection (4), give notice to the superficiary as to whether the Cree First Nation elects or does not elect to purchase the building, and, where the Cree First Nation fails to give such notice within that period, it shall be deemed to have elected not to purchase the building.

(6) Where the Cree First Nation elects under subsection (5) to purchase the building, the building becomes the property of the Cree First Nation at the time when the Cree First Nation gives notice to the superficiary of its election to purchase the building, and the Cree First Nation shall forthwith compensate the former superficiary in an amount to be agreed on between the Cree First Nation and the superficiary or, where no agreement can be reached, at the fair market value.

(7) Where, pursuant to subsection (5), a Cree First Nation gives notice to the superficiary that it elects to purchase the building, the Cree First Nation shall cause a copy of that notice to be registered in the land registry system established by Chapter 14, but non-compliance with this subsection does not affect the validity of the notice.

(8) Where a Cree First Nation does not elect to purchase the building pursuant to subsection (5) and the superficiary fails to comply with subsection (3), then the building becomes the property of the Cree First Nation on the expiration of the term of the superficie, with no compensation payable to the superficiary.

(9) Where a Cree First Nation removes or demolishes a building within one year after becoming the owner thereof pursuant to subsection (8), the former superficiary is liable for reasonable costs incurred by the Cree First Nation in so removing or demolishing the building and in restoring the land, within that one year period, as near as possible to the state that it was in at the commencement of the term of the superficie.

12.8 (1) Where a right or interest in land was originally granted by a Cree First Nation for residential purposes under paragraph 12.3(1)(a), a subsequent transfer of that right or interest on any part thereof is of no effect unless authorized by the Cree First Nation, either in the original grant or subsequently.

(2) Where a right or interest in land was originally granted by a Cree First Nation for non-residential purposes under paragraph 12.3(1)(a), a subsequent transfer of that right or interest or any part thereof is of no effect unless authorized by the Cree First Nation, either in the original grant or subsequently, and approved in accordance with the Cree Constitution.

(3) Where a transfer of a right or interest of a corporation in Category IA Land of a Cree First Nation is deemed to have occurred by virtue of subsection 12.1(2) as a result of a change in the effective voting control of the corporation and that change in the effective voting control had not been previously authorized by the Cree First Nation pursuant to subsection (1) or (2), as the case may be, that right or interest of the corporation reverts to the Cree First Nation as of the date of the change in effective voting control of the corporation.

12.9 A Cree First Nation shall consult with the department or agency of Québec or other person designated by Québec, the Cree Nation Government and the Minister before permitting a person other than

- (a) a Cree Beneficiary,
- (b) a body composed of a majority of Cree Beneficiaries, or
- (c) a party to the JBNQA

to develop a project of a regional or provincial nature on the Cree First Nation's Category IA Land.

12.10 (1) A Cree First Nation shall allocate Category IA Land necessary for community services provided by Québec, its agents or mandataries, such as roads, schools, hospitals, police stations and other similar services.

(2) A Cree First Nation shall allocate Category IA Land necessary for services provided or activities carried out by the Cree Nation Government.

(3) The allocation of land by a Cree First Nation pursuant to subsection (1) or (2) shall be effected by way of servitude, lease or similar contract, and for a fee not exceeding one dollar.

12.11 No right or interest in Category IA Land may be acquired by prescription.

CHAPTER 13 **CESSION BY CREE FIRST NATIONS**

13.1 (1) In this Chapter 13,

“cession” means the ceding of the whole of the rights and interests of a Cree First Nation in or on any of its Category IA Land;

“Instrument of Cession” means the instrument of cession in the form set out in Schedule A;

“registered” means registered in the land registry system referred to in Chapter 14.

(2) For greater certainty,

- (a) the granting of rights or interests by a Cree First Nation in its Category IA Land pursuant to any other Chapter of this Agreement, and
- (b) a reconfiguration of the Category IA Land of one or more Cree First Nations that does not reduce the total quantum of all Category IA Land of all the Cree First Nations,

does not constitute a cession within the meaning of this Chapter 13.

13.2 (1) A Cree First Nation may make a cession, but only to Québec and only in accordance with this Chapter 13.

(2) A cession may either be unconditional or may be subject to such terms and conditions as are contained in the Instrument of Cession.

13.3 (1) A cession is not valid unless

- (a) it is approved by the Cree First Nation in accordance with section 13.4;
- (b) an Instrument of Cession is executed by the Cree First Nation in accordance with paragraph 13.6(b);
- (c) the statement and document referred to in paragraphs 13.6(a) and (b) have been submitted to the Minister in accordance with section 13.6;
- (d) the Governor in Council passes an order in council in accordance with section 13.7 transferring to Québec the administration, management and control of the land described in the Instrument of Cession; and
- (e) Québec has, within six months of the date of the execution of the Instrument of Cession or such longer period as is specified in the Instrument of Cession,
 - (i) accepted the cession in accordance with the terms and conditions specified in the Instrument of Cession, and
 - (ii) accepted the transfer from Canada of the administration, management and control of the land described in the Instrument of Cession.

(2) The effective date of a cession is the date on which Québec accepts the cession and the transfer of the administration, management and control pursuant to paragraph (1)(e), unless a later date is specified in the Instrument of Cession, in which case the effective date of the cession is that later date.

13.4 (1) A cession requires the approval of the electors of the Cree First Nation in a referendum in which at least sixty-five per cent of the electors of the Cree First Nation vote in favour of the cession.

(2) At least thirty days prior to the day fixed for a referendum in which a proposed cession is to be voted on, a notice described in subsection (3)

- (a) must be delivered to all holders of registered rights or interests in or on the land subject to the proposed cession by personal service or by registered mail to the holder's address that is registered in the land registry office; and
- (b) must be posted on the Cree First Nation's Category IA Land at a public place designated by the Cree First Nation.

- (3) The notice referred to in subsection (2) must clearly state that a proposed cession is to be voted on in the referendum, and must clearly set out
- (a) the time and place of the referendum;
 - (b) a reasonably accurate description of the land subject to the proposed cession; and
 - (c) the principal terms and conditions of the proposed cession.
- 13.5 (1) The existence of rights or interests of persons other than the Cree First Nation in or on Category IA Land, or in a building located thereon, does not in itself bar a cession of that land.
- (2) Except as provided by any agreement to the contrary between the Cree First Nation and Québec, all rights and interests in or on Category IA Land subject to a cession and all rights and interests in buildings located thereon, other than rights and interests of Québec, are extinguished as of the effective date of the cession.
- (3) Holders of registered rights or interests in or on Category IA Land, or in buildings located thereon, whose rights or interests have been extinguished by virtue of subsection (2) are entitled to fair compensation by the Cree First Nation for the value (as of the time of the delivery of the notice pursuant to paragraph 13.4(2)(a)) of the extinguished right or interest, and the amount of compensation, if not agreed on by the Cree First Nation and the holder of the right or interest, shall be determined in accordance with a Cree Nation Government Law made under Chapter 15 as if that right or interest had been expropriated by the Cree First Nation.
- 13.6 Where a Cree First Nation has approved a cession pursuant to section 13.4, it shall cause to be submitted to the Minister or to such person as is designated by the Minister, within twenty days after the date of the referendum in which the cession was approved or such longer period as may be authorized by the Minister,
- (a) a written statement of the officer responsible for the conduct of the referendum certifying the results of the vote taken therein; and
 - (b) an Instrument of Cession, executed by at least two council members of the Cree First Nation, describing the cession that was approved in the referendum.
- 13.7 Where section 13.6 has been complied with, the Governor in Council shall, by order, transfer to Québec the administration, management and control of the land described in the Instrument of Cession subject to any terms or conditions set out in the Instrument of Cession.
- 13.8 As of the effective date of a cession, the land ceded ceases to be Category IA Land.
- 13.9 A Cree First Nation shall, within sixty days of the effective date of a cession, deposit the Instrument of Cession in the land registry office referred to in Chapter 14, but

non-compliance with this section does not affect the validity or effective date of the cession.

CHAPTER 14 LAND REGISTRY SYSTEM

14.1 (1) A land registry system is hereby established for the registration of rights and interests in Category IA Land and in buildings situated thereon.

(2) All entries made in the land registry established under the *Cree-Naskapi (of Quebec) Act* for Category IA land before the Effective Date shall be deemed to have been made pursuant to this Agreement.

(3) Until the Parties have determined the arrangements mentioned in subsection (4), the land registry system shall be under the control and supervision of the Minister.

(4) The Parties shall determine, within three (3) years of the Effective Date, suitable arrangements for the transfer from the Minister to the Cree Nation Government of the control, supervision, administration and operation of the land registry system, having due regard to, among other things, existing arrangements, operational effectiveness, simplicity and viability.

14.2 (1) A right or an interest in Category IA Land or in a building situated thereon granted after the Effective Date, other than

- (a) an authorization from a Cree First Nation referred to in subsection 10.3(2),
- (b) a right or interest granted by a Cree First Nation referred to in paragraph 10.5(5)(b),
- (c) a right conferred by section 10.6 or 10.7, and
- (d) a servitude expropriated by an expropriating authority under Chapter 11,

is not enforceable against a third party unless it is registered in accordance with the provisions of Schedule B.

(2) A hypothec granted after the coming into force of this Chapter 14 on an interest in Category IA Land or in a building situated thereon is not enforceable against that interest unless it is registered in accordance with the terms and conditions set out in Schedule B.

14.3 The provisions governing the land registry system for the registration of rights and interests in Category IA Land and in buildings situated thereon are set out in Schedule B.

14.4 (1) A Cree First Nation shall deposit in the land registry office a copy of

- (a) every land use plan or resource use plan adopted pursuant to section 6.3,
- (b) every zoning law made under section 6.4,
- (c) every authorization from the Cree First Nation referred to in subsection 10.3(2),

- (d) every grant by the Cree First Nation referred to in paragraph 10.5(5)(b),
- (e) every grant by the Cree First Nation made pursuant to section 12.3, and
- (f) every authorization by the Cree First Nation referred to in section 12.8,

together with evidence of the approval of the electors of the Cree First Nation where such approval is required by the Cree Constitution.

(2) Failure of a Cree First Nation to comply with subsection (1) does not affect the validity of the plan, law, authorization or grant in question.

(3) For greater certainty, the deposit of a document under subsection (1) does not constitute registration of that document.

CHAPTER 15 EXPROPRIATION BY CREE FIRST NATIONS

15.1 Where laws made under section 15.4 are in force, a Cree First Nation may, subject to and in accordance with those laws, for community purposes or community works, expropriate any right or interest in its Category IA Land or in any building situated thereon, except for

- (a) a right or interest of Canada or Québec;
- (b) a right conferred by section 114 or 115 of the *Cree-Naskapi (of Quebec) Act* until the Effective Date, and thereafter, a right conferred by section 10.6 or 10.7; and
- (c) a servitude expropriated by an expropriating authority under Part VII of the *Cree-Naskapi (of Quebec) Act*, until the Effective Date, and thereafter, a servitude expropriated by an expropriating authority under Chapter 11.

15.2 The right of a Cree First Nation to expropriate pursuant to this Chapter 15 does not restrict any right that the Cree First Nation has under this Agreement to acquire, by mutual agreement, rights or interests in land or buildings.

15.3 A Cree First Nation shall, subject to and in accordance with laws made under section 15.4, pay compensation to holders of rights or interests expropriated pursuant to this Chapter 15.

15.4 The Cree Nation Government may make laws respecting substantive or procedural aspects of expropriations permitted by this Chapter 15, including, without limiting the generality of the foregoing, laws respecting

- (a) procedure governing expropriation, including the taking of possession, compulsory taking of possession and transfer of title;
- (b) entitlement to compensation, determination of the amount of compensation and the method for payment of compensation; and

- (c) contestation of
 - (i) the right of a Cree First Nation to expropriate,
 - (ii) the right of the expropriated party to compensation, and
 - (iii) the amount of compensation.

PART VI FISCAL RELATIONS

CHAPTER 16 GENERAL

- 16.1 In the absence of express provision to the contrary in this Part VI, this Agreement shall not affect or modify any existing funding agreements or existing financial arrangements between the Crees and Canada.
- 16.2 In conjunction with the negotiation of a successor agreement to the *New Relationship Agreement* and not later than two years before the end of the term of the *New Relationship Agreement*, Canada and the Crees shall negotiate a twelve-year funding agreement (2028 to 2040) regarding funding for the following:
- (a) additional costs incurred by the Cree Nation Government for the implementation of this Agreement and for on-going expenses and functions of the Cree Nation Government pursuant to this Agreement, as referred to in section 17.5;
 - (b) the assumption by the Cree Nation Government of the Assumed Federal JBNQA Responsibilities during the term of the successor agreement to the *New Relationship Agreement*, as contemplated in and determined by section 10.13 of the *New Relationship Agreement*;
 - (c) capital costs, operations and maintenance (including insurance) and all other costs for Band Facilities beyond the term of the *New Relationship Agreement*, as contemplated in and determined by section 10.14 of the *New Relationship Agreement*;
 - (d) funding for operations and maintenance, as referred to in section 17.2;
 - (e) annual capital grants for the Cree communities, as referred to in section 17.2.
- 16.3 The funding agreement referred to in section 16.2 shall be guided by the provisions of this Part VI.
- 16.4 Not later than two years before the end of the term of the funding agreement referred to in section 16.2, Canada and the Crees shall meet in order to negotiate a successor agreement to that agreement.
- 16.5 The provision or exercise of Jurisdiction to or by the Cree Nation Government under this Agreement does not, in and of itself, create or imply any financial obligation or service responsibility on the part of Canada, unless agreed by Canada and the Cree Nation Government.

CHAPTER 17 FUNDING

A. FUNDING FOR OPERATIONS AND MAINTENANCE AND ANNUAL CAPITAL GRANTS

17.1 Concurrently with the signing of this Agreement, the Crees and Canada shall renew:

- (a) the *Operations and Maintenance Funding Transfer Payment Agreement* for the period from the Effective Date until March 31, 2028, on the same terms and conditions as provided for in the *Operations and Maintenance Funding Transfer Payment Agreement (2013-2018)* concluded between the Crees and Canada; and
- (b) the *Agreement regarding Annual Capital Grants to the Quebec Cree Communities* for the period from the Effective Date until March 31, 2028, on the same terms and conditions as provided for in the *Agreement regarding Annual Capital Grants to the Quebec Cree Communities (2013-2018)* concluded between the Crees and Canada.

17.2 Before the expiry of the term of the *New Relationship Agreement*, the Crees and Canada shall negotiate the renewal of the *Operations and Maintenance Funding Transfer Payment Agreement* and the *Agreement regarding Annual Capital Grants to the Quebec Cree Communities* for the period from April 1, 2028 to March 31, 2040. Renewal for this period will be conducted on the same terms and conditions as provided for in the respective renewal agreements contemplated in section 17.1.

17.3 The funding to be paid under the agreements referred to in section 17.2 shall be paid through the funding agreement referred to in section 16.2. However, this funding shall remain distinct from other funding referred to in section 16.2 and the agreements referred to section 17.2 shall each form a separate schedule of the funding agreement referred to in section 16.2.

B. FUNDING FOR ADDITIONAL GOVERNANCE POWERS, FUNCTIONS AND RESPONSIBILITIES

17.4 As already agreed to between Canada and the Crees under the *New Relationship Agreement*, from the Effective Date and until the expiry of the *New Relationship Agreement*, funding for any additional costs incurred by the Cree Nation Government for the implementation of this Agreement and for on-going expenses and functions of the Cree Nation Government pursuant to this Agreement, not covered under paragraph 17.1(a), has already been provided through the *New Relationship Agreement*.

17.5 Not later than two years before the end of the term of the *New Relationship Agreement*, Canada and the Crees shall commence negotiations with a view to concluding an agreement to determine the funding required from Canada with respect to the objects mentioned in section 17.4 for the twelve-year period after the term of the *New Relationship Agreement (2028 to 2040)*. This funding shall form part of the funding agreement referred to in section 16.2.

- 17.6 Where Canada transfers or delegates to the Cree Nation Government the administration of a federal program or service through this Agreement or after the Effective Date, Canada and the Cree Nation Government shall negotiate the terms and conditions of the transfer or delegation as well as the funding related to such program or service and the related administrative costs.
- 17.7 Québec will be invited to be a party in the negotiations referred to in section 17.5, insofar as areas of jurisdiction of Québec are involved and funding is required from Québec.

C. FUNDING FOR ASSUMED FEDERAL JBNQA RESPONSIBILITIES

- 17.8 The funding required from Canada in respect of the Assumed Federal JBNQA Responsibilities during the twelve-year term of the successor agreement to the *New Relationship Agreement* (2028 to 2040), as determined pursuant to section 10.13 of the *New Relationship Agreement*, shall form part of the funding agreement referred to in section 16.2.

CHAPTER 18 OTHER PROVISIONS

A. OWN SOURCE REVENUE

- 18.1 The funding required from Canada for the following items will be subject to Cree own source revenue contribution (“**OSR Contribution**”) applied, for the period between 2028 and 2040, in accordance with the specific OSR parameters defined in Schedule C:
- (a) Cree Trappers’ Association (*JBNQA, par. 28.5.6*);
 - (b) Cree Outfitting and Tourism Association (*JBNQA, par. 28.6.2*);
 - (c) Cree Native Arts and Crafts Association (*JBNQA, par. 28.7.5*);
 - (d) Community centre in each Cree community (*JBNQA, sub-par. 28.11.1(a)*);
 - (e) Essential sanitation services in each Cree community (*JBNQA, sub-par. 28.11.1(b)*); and
 - (f) Fire protection in each Cree community (*JBNQA, sub-par. 28.11.1(c)*);
 - (g) Additional costs incurred by the Cree Nation Government for the implementation of the Agreement, as referred to in section 17.5.
- 18.2 Canada and the Crees shall determine the amounts related to paragraphs 18.1(a) to (g) and these amounts shall form an expenditure base for the purpose of OSR Contribution.

18.3 Canada shall provide to the Cree Nation Government the funding for the expenditure base referred to in section 18.2, subject to potential deduction of any applicable OSR Contribution, as provided for in Schedule C.

B. PARLIAMENTARY APPROPRIATIONS

18.4 Any funding to be provided by Canada under this Agreement is subject to an appropriation by Parliament for the fiscal year in which such funding is provided. Canada shall recommend to Parliament such appropriations prior to or contemporaneously with the fulfillment of the conditions for any such funding to be provided.

PART VII OTHER MATTERS

CHAPTER 19 TAX TREATMENT MATTERS

- 19.1 Subject to Section 9 of the JBNQA, the Governance Legislation recommended to Parliament shall include the tax exemptions stated in sections 187 and 188 of the *Cree-Naskapi (of Québec) Act* as it read immediately before the Effective Date.
- 19.2 Canada and the Crees maintain their respective legal positions regarding the tax exemptions referred to in Section 9 of the JBNQA and in sections 187 and 188 of the *Cree-Naskapi (of Québec) Act*, and no admission in respect thereto is made through or in this Agreement.

CHAPTER 20 EXEMPTION FROM SEIZURE OF ASSETS

- 20.1 Subject to Section 9 of the JBNQA, the Governance Legislation recommended to Parliament shall include the exemptions from seizure stated in sections 189 to 193 of the *Cree-Naskapi (of Québec) Act* as it read immediately before the Effective Date.
- 20.2 Canada and the Crees maintain their respective legal positions regarding the exemptions from seizure referred to in Section 9 of the JBNQA and in sections 189 to 193 of the *Cree-Naskapi (of Québec) Act*, and no admission in respect thereto is made through or in this Agreement.

CHAPTER 21 LIAISON AND IMPLEMENTATION

A. CREE-CANADA STANDING LIAISON COMMITTEE

A.1 PERIOD UNTIL EXPIRY OF *NEW RELATIONSHIP AGREEMENT*

- 21.1 From the Effective Date and until the expiry of the *New Relationship Agreement*, the Cree-Canada Standing Liaison Committee shall exercise the same mandate as provided for in Chapter 8 of the *New Relationship Agreement* in respect of this Agreement, and in particular, it shall:
- (a) ensure the harmonious implementation of this Agreement; and
 - (b) act as a forum between the Cree Nation and Canada in order to strive for mutually acceptable solutions to any dispute arising out of the interpretation or implementation of this Agreement.

21.2 During such period, the provisions of Chapter 8 (Cree-Canada Standing Liaison Committee) of the *New Relationship Agreement* shall apply, with the required adaptations, to any matter referred to the Cree-Canada Standing Liaison Committee, in relation to this Agreement.

A.2 PERIOD AFTER EXPIRY OF *NEW RELATIONSHIP AGREEMENT*

21.3 After the expiry of the *New Relationship Agreement*, the Cree-Canada Standing Liaison Committee shall continue to exist and shall operate in accordance with the provisions of this subdivision A.2 of this Chapter 21.

21.4 The federal delegation to the Cree-Canada Standing Liaison Committee shall comprise:

- (a) the lead federal representative at an Assistant Deputy Minister level designated by the Minister (“**Lead Federal Representative**”); and
- (b) other representatives from the Department and other federal departments or agencies who may participate from time to time, as determined by the Lead Federal Representative, to address any matters relevant to their respective departments.

21.5 The Cree delegation to the Cree-Canada Standing Liaison Committee shall comprise:

- (a) the lead representative of the Cree Nation designated by the Cree Nation Government (“**Lead Cree Representative**”); and
- (b) other representatives from the Cree Nation Government who may participate from time to time, as determined by the Lead Cree Representative.

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

21.6 The Cree-Canada Standing Liaison Committee shall meet regularly, but the minimum number of meetings of the Committee in any given Fiscal Year shall not be less than one (1).

21.7 The Cree-Canada Standing Liaison Committee shall have the following mandate:

- (a) to act as a forum of exchange and coordination between the Cree Nation and Canada in order to strengthen relations between them;
- (b) to ensure the harmonious implementation of this Agreement, of the JBNQA and of any successor agreement to the *New Relationship Agreement*;

- (c) to act as a forum between the Cree Nation and Canada in order to strive for mutually acceptable solutions to:
 - (i) any dispute arising out of the interpretation or implementation of this Agreement, or any other agreement as the parties to such agreement may agree in writing to be subject to this forum;
 - (ii) any dispute involving Canada and arising out of the interpretation or implementation of the JBNQA or of any successor agreement to the *New Relationship Agreement*;
 - (iii) any other matter which the Lead Federal Representative and the Lead Cree Representative agree should be referred to the Committee.

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

21.9 The Cree-Canada Standing Liaison Committee members shall attempt in good faith to find appropriate and mutually acceptable solutions with regard to any subject raised with the Committee and they shall strive in good faith to ensure the implementation of such solutions by the Cree Nation Government and Canada.

21.10 Each Party shall be responsible for its expenses related to the cooperation and consultation process described in section 21.8 or to the participation of its representatives in the Cree-Canada Standing Liaison Committee.

21.11 At the request of either the Cree Nation Government or Canada, the Parties shall seek to have a meeting of the Cree-Canada Standing Liaison Committee as a joint meeting with the Québec-Cree Standing Liaison Committee created under the *Paix des braves*, in order to discuss matters that may affect Canada, Québec and the Cree Nation.

B. IMPLEMENTATION COMMITTEE

21.12 As soon as practicable, but no later than three (3) months after the Effective Date, the Cree-Canada Standing Liaison Committee shall establish, under its aegis, an Implementation Committee comprising one representative of each Party.

21.13 The Implementation Committee shall:

- (a) monitor and report to the Parties on the implementation of this Agreement;
- (b) assist the Cree-Canada Standing Liaison Committee in ensuring the harmonious implementation of this Agreement;

- (c) conduct reviews of the Implementation Plan and prepare a bi-annual report on the implementation of this Agreement, and provide such report to the Parties;
- (d) establish its own internal procedures, subject to the approval of the Cree-Canada Standing Liaison Committee; and
- (e) carry out any other activity that the Parties may agree in writing.

21.14 The Implementation Committee shall meet regularly, but the minimum number of meetings of the Committee in any given financial year shall not be less than one (1).

21.15 Before referring any matter to the Cree-Canada Standing Liaison Committee, the Implementation Committee members shall attempt in good faith to find appropriate and mutually acceptable solutions with regard to any subject raised with the Committee and they will strive in good faith to ensure the implementation of such solutions by the Cree Nation Government and Canada.

21.16 Nothing in the Agreement shall authorize the Implementation Committee to oversee or direct the Cree Nation Government or Canada in the exercise of their jurisdiction or the delivery of their programs and services.

C. IMPLEMENTATION PLAN

21.17 The Implementation Plan:

- (a) identifies the activities to be undertaken to implement the matters referred to in section 21.18, the responsible person and the timeframe for completion of those activities;
- (b) specifies how the Implementation Plan may be amended, renewed or extended;
- (c) addresses other matters agreed to by the Parties;
- (d) does not create legal obligations; and
- (e) does not alter any rights or obligations described in this Agreement.

21.18 The Implementation Plan addresses the following matters:

- (a) Cree Constitution (Chapter 3);
- (b) mechanism for input by non-Cree into certain decisions by Cree First Nations and Cree Nation Government (section 4.29);
- (c) land registry system (Chapter 14);

- (d) twelve-year funding agreement (2028 to 2040) and constituent agreements (section 16.2);
- (e) creation of new Cree First Nations (Chapter 23);
- (f) Cree artefacts (Chapter 24);
- (g) international legal obligations of Canada (Chapter 25);
- (h) Cree-Naskapi Commission (section 26.2); and
- (i) other matters that Canada and the Cree Nation Government agree should be addressed in the Implementation Plan.

21.19 The Implementation Plan shall take effect on the Effective Date and have a term of twelve (12) years, which may be renewed or extended upon agreement of the Parties.

CHAPTER 22 DISPUTE RESOLUTION PROCESS

A. PERIOD UNTIL EXPIRY OF *NEW RELATIONSHIP AGREEMENT*

22.1 From the Effective Date and until the expiry of the *New Relationship Agreement*, the provisions of Chapter 9 (Dispute Resolution Process) of the *New Relationship Agreement* shall apply, with the required adaptations, to any dispute between the Cree Nation Government and Canada arising out of the interpretation or implementation of this Agreement.

B. PERIOD AFTER EXPIRY OF *NEW RELATIONSHIP AGREEMENT*

22.2 After the expiry of the *New Relationship Agreement*, the dispute resolution process previously provided in Chapter 9 of the *New Relationship Agreement* shall continue to apply and shall operate in accordance with the provisions of this division B of this Chapter 22.

22.3 The Parties agree to make every attempt through cooperation and consultation to arrive at a mutually satisfactory resolution of disputes regarding the interpretation and implementation of this Agreement, the JBNQA or any successor agreement to the *New Relationship Agreement*. To this end, the Parties shall apply the dispute resolution processes established under subdivision A.2 of Chapter 21 and this division B of this Chapter 22 to resolve such disputes prior to initiating proceedings before courts, boards, commissions or other tribunals in regard thereto.

22.4 Notwithstanding section 22.3, nothing in this Chapter 22 prevents either Party from commencing judicial proceedings at any time:

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

- (b) to obtain interlocutory or interim relief that is otherwise available pending treatment of the dispute under this Agreement.
- 22.5 The only parties authorized to bring disputes for resolution under the present dispute resolution process are Canada and the Grand Council of the Crees (Eeyou Istchee) or the Cree Nation Government (individually an “**Authorized Party**” or collectively the “**Authorized Parties**”).
- 22.6 Subsequent to unresolved discussions at the Cree-Canada Standing Liaison Committee, an Authorized Party or the Authorized Parties acting jointly may refer any of the following matters to mediation under sections 22.9 to 22.12:
- (a) any dispute arising out of the interpretation or implementation of this Agreement or any other agreement as the parties to such agreement may agree in writing to be subject to this Chapter;
 - (b) any dispute involving Canada and arising out of the interpretation or implementation of the JBNQA or any successor agreement to the *New Relationship Agreement*; and
 - (c) any other matter which the Authorized Parties agree should be referred to mediation.
- 22.7 If the Cree-Canada Standing Liaison Committee does not address a dispute within ninety (90) days of its being referred to that Committee or, if the dispute so referred is addressed by the Committee within that time but is not resolved by that Committee within ninety (90) days of its being referred, or within such extended period as the Authorized Parties may agree in writing, either of the Authorized Parties or both shall initiate mediation.
- 22.8 The Authorized Parties shall make best efforts to name representatives for purposes of mediation of a dispute who have sufficient authority to reach a resolution, or who have ready access to such authority.
- 22.9 (1) An Authorized Party shall initiate mediation in writing by sending to the other Authorized Party a mediation notice (“**Mediation Notice**”) which shall include:
- (a) the subject of the dispute;
 - (b) the issue or issues requiring resolution;
 - (c) a summary of the facts; and
 - (d) the name(s) of its representative(s).
- (2) Within thirty (30) days of the receipt of a Mediation Notice, the receiving Authorized Party shall identify in writing to the other Authorized Party the name(s) of its representative(s).

(3) If both Authorized Parties initiate mediation jointly, the Authorized Parties shall confirm in writing the initiation of mediation, including:

- (a) the subject of the dispute;
- (b) the issue or issues requiring resolution;
- (c) a summary of the facts; and
- (d) the name(s) of their respective representative(s).

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

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

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

- (a) the Authorized Parties shall attempt to agree on a mediator within thirty (30) days of receipt of the Mediation Notice or the Written Confirmation of Mediation;
- (b) where the Authorized Parties do not agree upon a mediator, either of the Authorized Parties, or the Authorized Parties jointly, may apply to the Québec Superior Court for the appointment of a mediator.

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

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

(3) Any agreement reached through mediation shall be:

- (a) recorded in writing;
- (b) signed by representatives of the Authorized Parties;
- (c) delivered to all participants in the mediation; and
- (d) binding only on the participants who have signed the agreement.

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

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

(2) Unless the Authorized Parties otherwise agree and subject to the *Access to Information Act*²⁸, the *Privacy Act*²⁹, the *Library and Archives of Canada Act*³⁰, and any other applicable law, information disclosed in mediation and not otherwise publicly available shall be kept confidential by all participants, including the mediator.

(3) All communications at a mediation session and the mediator's notes and records shall be deemed to be without prejudice settlement discussions and are not admissible as evidence in any arbitration under section 22.14 or in any legal proceedings before any courts, boards, commissions or other tribunals.

(4) Evidence that is independently admissible or discoverable in any legal proceedings before any courts, boards, commissions or other tribunals, including any arbitration under section 22.14, shall not be rendered inadmissible or non-discoverable by virtue of its use during the mediation.

(5) The Authorized Parties agree not to call or compel the mediator to give evidence in any proceedings referenced in subsection (4) subsequent to the mediation.

22.13 (1) If the dispute is not resolved through mediation, an Authorized Party may, within forty-five (45) days of the unsuccessful conclusion of mediation, and with the written consent of the other Authorized Party, refer the dispute to arbitration as set out in section 22.14.

(2) Notwithstanding subsection (1), no dispute in relation to

(a) Part VI of this Agreement or any other agreement referred to therein; or

(b) any financial transfer from Canada under the JBNQA, this Agreement or a successor agreement to the *New Relationship Agreement* and, in particular, concerning the establishment of funding amounts

may be referred to arbitration.

22.14 (1) The provisions of the *Code of Civil Procedure of Québec* (“CCP”) shall apply to an arbitration carried out pursuant to this Chapter 22 unless varied herein.

²⁸ R.S.C. 1985, c. A-1.

²⁹ R.S.C. 1985, c. P-21.

³⁰ S.C. 2004, c. 11.

(2) Notwithstanding the CCP, the following shall apply to an arbitration carried out pursuant to this Chapter 22:

- (a) the Authorized Parties may agree to select a single arbitrator as opposed to a panel of three (3) arbitrators as provided in the CCP;
- (b) the Authorized Parties agree to select individuals to act as arbitrators who are impartial, independent and free from conflict of interest relative to the matter in issue and have knowledge or experience to act in the appointed capacity;
- (c) the Authorized Parties may agree to ask the mediator selected or appointed under section 22.10 to act as an arbitrator or as the single arbitrator;
- (d) the language of arbitration shall be English or French, at the choice of the Cree Authorized Party;
- (e) the seat of arbitration shall be in Montreal, Québec unless otherwise agreed by the Authorized Parties;
- (f) the proceedings before the arbitrator(s) shall be held in private, unless otherwise agreed by the Authorized Parties;
- (g) the arbitrator(s) shall render a written decision within thirty (30) days of the end of hearings on the matter, unless the Authorized Parties agree in writing to extend such delay;
- (h) the arbitrator(s) may make cost orders, at his or her or their discretion; and
- (i) a decision of the arbitrator(s) shall be conclusive and binding on the parties to the dispute and shall not be challenged by appeal or judicial review application in any court, except on the grounds of procedural error or that the arbitrator(s) erred in law or exceeded his or her or their jurisdiction.

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

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

22.15 (1) An arbitration conducted pursuant to a referral under section 22.13 shall be held in private and only the counsel or legal agent, instructing officials, experts and witnesses of the parties to the arbitration are entitled to be present unless the parties to the arbitration otherwise agree.

(2) Subject to the *Access to Information Act*, the *Privacy Act*, the *Library and Archives of Canada Act* and any other applicable law, information disclosed in arbitration and not otherwise publicly available shall be kept confidential by all participants in the arbitration, including the arbitrator(s) unless:

- (a) the Authorized Parties otherwise agree; and
- (b) in respect of information provided by any intervener, if that intervener has also agreed to the disclosure.

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

22.16 (1) The Authorized Parties and, in the case of arbitration, any intervener(s) allowed by the arbitrator(s) pursuant to subsection 22.14(3), shall each be responsible for the costs of their own legal counsel, expert reports and travel respecting any of the dispute resolution processes in this Chapter 22.

(2) Fees and expenses of the mediator or arbitrator(s) and all administrative costs of the mediation or arbitration processes, such as the cost of meeting rooms and the costs of communication, if any, shall be borne equally by the Authorized Parties and any intervener(s) allowed by the arbitrator(s) pursuant to subsection 22.14(3), unless otherwise agreed by all of these parties.

(3) Subsections (1) and (2) do not apply in any arbitration under this Chapter 22 where the arbitrator(s) make(s) a cost award that covers these items.

22.17 The requirements in subsection 22.14(3) and sections 22.15 and 22.16 respecting written confirmation from intervener(s) on their being bound by the decision in the arbitration that they have been allowed to join, on their adherence to the confidentiality provisions of this Chapter, and on expenses of arbitration, shall be confirmed by way of a written agreement satisfactory to the Authorized Parties, which shall be signed by the intervener(s) and the Authorized Parties, and a copy shall be submitted to the arbitrator(s).

CHAPTER 23 CREATION OF NEW CREE FIRST NATIONS

23.1 The formal establishment of a new Cree First Nation shall be subject to the conclusion of agreements between the Cree Nation Government and Canada and Québec, insofar as

their respective areas of jurisdiction are involved, regarding suitable implementation arrangements.

CHAPTER 24 CREE ARTEFACTS

- 24.1 At the request of the Cree Nation Government, Canada shall use reasonable efforts to facilitate Cree Nation Government access to:
- (a) Cree human remains and associated burial objects, including those that are held in public and private collections; and
 - (b) Cree artefacts, other than those that are held in private collections.

CHAPTER 25 INTERNATIONAL LEGAL OBLIGATIONS OF CANADA

- 25.1 In this Chapter 25,
- (a) “**International Body**” means any international body, mechanism or procedure, including a body that has been granted competence by International Treaty or resolution, to advise, recommend or provide views on Canada’s compliance with an International Legal Obligation;
 - (b) “**International Legal Obligation**” means an obligation binding on Canada under international law, including an obligation that is in force on or after the Effective Date;
 - (c) “**International Treaty**” means an international agreement concluded between States, or between one or more States and one or more International Bodies, in written form and governed by international law, whether embodied in a single instrument or in two or more related instruments and whatever its particular designation; and
 - (d) “**International Tribunal**” means any international court, committee, panel, tribunal, arbitral tribunal, or other body, established under an International Treaty, and having competence to determine Canada's compliance with an International Legal Obligation.
- 25.2 For greater certainty, nothing in this Chapter shall amend, affect, modify, limit or prejudice or be interpreted so as to amend, affect, modify, limit or prejudice the *James Bay and Northern Quebec Agreement* or the *Eeyou Marine Region Agreement* or the rights of the Crees thereunder.
- 25.3 Prior to expressing consent to be bound by an International Treaty that would give rise to a new International Legal Obligation, Canada shall consult the Cree Nation Government separately or through another forum, as appropriate if compliance with the new

International Legal Obligation may adversely affect a right of the Cree Nation Government or of a Cree First Nation under this Agreement.

- 25.4 If Canada informs the Cree Nation Government that Canada is of the view that a Cree Law enacted under this Agreement or other governmental authority of the Cree Nation Government or of a Cree First Nation³¹ exercised pursuant to this Agreement may cause Canada to be unable to comply with an International Legal Obligation, Canada and the Cree Nation Government will discuss how the law or other exercise of governmental authority may be modified so that Canada would be able to comply with the International Legal Obligations.
- 25.5 If a Cree Law enacted under this Agreement or a governmental authority of the Cree Nation Government or of a Cree First Nation exercised pursuant to this Agreement is under consideration by an International Tribunal or an International Body, Canada shall inform the Cree Nation Government. Further, Canada and the Cree Nation Government shall collaborate in the development of the position Canada will take before an International Tribunal or an International Body with respect to the law or other exercise of governmental authority of the Cree Nation Government or of the Cree First Nation. If requested by Canada, the Cree Nation Government shall contribute to the preparation of Canada's position, including by providing information, evidence and potential witnesses in relation to the law or other exercise of governmental authority under consideration by an International Tribunal or an International Body. Canada shall consider the views expressed by the Cree Nation Government in the elaboration of its position. The specific means of contribution will be discussed by Canada and the Cree Nation Government. In developing the position it will take before an International Tribunal or an International Body, Canada shall consider the application of any reservations and exceptions available to Canada.
- 25.6 If an International Tribunal has determined that Canada is not in compliance with an International Legal Obligation, due to a Cree Law enacted under this Agreement or a governmental authority of the Cree Nation Government or of a Cree First Nation exercised pursuant to this Agreement, the Cree Nation Government or the Cree First Nation will modify the law or other exercise of governmental authority to ensure that Canada is able to comply with the International Legal Obligation. The Cree Nation Government or the Cree First Nation will not be required to modify the law or exercise of governmental authority that was the subject of the International Tribunal ruling if the modification would result in a conflict with an obligation of the Cree Nation Government or the Cree First Nation under this Agreement to comply with the law or other exercise of governmental authority of Canada or Québec.
- 25.7 (1) If an International Body provides advice, views, or a recommendation in respect of Canada's compliance with an International Legal Obligation, due to a Cree Law enacted under this Agreement or a governmental authority of the Cree Nation Government or of a

³¹ For the purposes of this Chapter 25, laws or other exercises of governmental authority cover both acts and omissions that can result in Canada being in violation of its International Legal Obligations.

Cree First Nation exercised pursuant to this Agreement, and Canada accepts the advice, views or recommendation, the Cree Nation Government or the Cree First Nation will, at the request of Canada, modify the law or other exercise of governmental authority to ensure that Canada is able to comply with the International Legal Obligation. The Cree Nation Government or Cree First Nation will not be required to modify the law or exercise of governmental authority that was the subject of the International Body advice, views, or recommendation if the modification would result in a conflict with an obligation of the Cree Nation Government or the Cree First Nation under this Agreement to comply with the law or other exercise of governmental authority of Canada or Québec.

(2) Before Canada determines whether to accept the advice, views or recommendation of the International Body that may adversely affect a jurisdiction or governmental authority of the Cree Nation Government or a Cree First Nation under this Agreement, Canada will consult with the Cree Nation Government or the Cree First Nation separately or through another forum, as appropriate.

25.8 The dispute resolution process provided for in Chapter 22 is available to address issues under this Agreement, except for:

- (a) making any determination regarding Canada's compliance with an International Legal Obligation;
- (b) conducting a review of any determination by an International Tribunal concerning Canada's compliance with an International Legal Obligation; and
- (c) conducting a review of any advice, recommendation or views by an International Body concerning Canada's compliance with an International Legal Obligation.

25.9 Any Cree Nation Government Law made under section 8.15 or any exercise of such Jurisdiction by the Cree Nation Government, is subject to Canada's International Legal Obligations in respect of taxation, and sections 25.1 to 25.8 do not apply to Canada in respect of International Legal Obligations respecting taxation.

CHAPTER 26 CREE-NASKAPI COMMISSION

26.1 The Cree-Naskapi Commission shall, with respect to the Crees, investigate any representation submitted to it relating to the implementation of this Agreement and the Cree Constitution, including representations relating to the exercise or non-exercise of a power under this Agreement or the Cree Constitution and the performance or non-performance of a duty under this Agreement or the Cree Constitution, the whole in accordance with the provisions of subsection 165(2) to section 170 of the *Cree-Naskapi (of Québec) Act* as it read immediately before the Effective Date, with such modifications as may be required having regard to the provisions of this Agreement.

- 26.2 During the period of development of the Governance Legislation, the Parties shall examine, in collaboration with the Naskapi Nation of Kawawachikamach, the role of the Cree-Naskapi Commission provided for in Part XII of the *Cree-Naskapi (of Québec) Act* as it read immediately before the Effective Date having regard to, in particular, the need to avoid duplication with processes or bodies provided for under this Agreement. It is understood that funding by Canada for the Cree-Naskapi Commission shall be discussed directly between them.

CHAPTER 27 INFORMATION AND PRIVACY

- 27.1 For the purposes of federal access to information and privacy legislation, information that the Cree Nation Government or a Cree First Nation provides to Canada in confidence shall be deemed to be information received or obtained in confidence from another government.

CHAPTER 28 SUCCESSIONS

- 28.1 This Chapter 28 applies only in respect of the succession of a Cree Beneficiary who dies after the Effective Date and who, at the time of his death, was domiciled on Category IA Land.

- 28.2 In this Chapter 28,

“child” includes an adopted child, where the adoption

- (a) was done in accordance with, or is recognized by, the laws of Québec, or
- (b) was done in accordance with Cree custom;

“common law partner” means, in relation to an individual, a person who is cohabiting with the individual in a conjugal relationship, having so cohabited for a period of at least one year;

“consort” means one of two consorts;

“consorts” means two persons who are

- (a) married and whose marriage was solemnized in accordance with, or is recognized under, the laws of Québec,
- (b) not married and who live together in a conjugal relationship, taking into account Cree custom, or
- (c) common law partners of each other;

“family council” means the family council of a deceased Cree Beneficiary composed in accordance with section 28.10;

“traditional property” means

- (a) all movable property, excluding money, normally used in the exercise of the right to harvest referred to in *An Act respecting hunting and fishing rights in the James Bay and New Quebec Territories*, other than movable property used in commercial fishing, and includes, without limiting the generality of the foregoing, vehicles, boats, motors, guns, traps and camping equipment, and
- (b) animal products or by-products that are the product of the exercise of the right to harvest described in paragraph (a).

28.3 For purposes of intestate succession, a surviving consort and a surviving child are included in the class of lawful heirs of a deceased Cree Beneficiary.

28.4 The following constitute valid wills:

- (a) an instrument that is a valid will under the laws of Québec; and
- (b) any written instrument signed by a Cree Beneficiary, or bearing his mark, in which he indicates his wishes or intention with respect to the disposition of his property on his death.

28.5 Deeds relating to the acceptance, renunciation or settlement of

- (a) a succession composed wholly or partly of movable, immovable or traditional property located on Category IA Land, or
- (b) a succession in which persons suffering legal incapacity are interested,

are not required to be made in authentic form, where required by the *Civil Code of Québec*, but must be in the form set out in Schedule D.

28.6 (1) Where a Cree Beneficiary who is a minor under the laws of Québec and ordinarily resident on Category IA Land inherits movable or immovable property by virtue of a testamentary or an intestate succession, the parents of that beneficiary are the legal guardians of that property.

(2) Legal guardians by virtue of subsection (1) shall act jointly, except where one of them is deceased or under a legal incapacity or fails for any reason to act within a reasonable time, in which case the other may act alone.

28.7 Where a Cree Beneficiary dies leaving no lawful heirs or where all the heirs renounce the succession, the deceased’s movable and immovable property become the property of the

Cree First Nation of which the deceased was a member at the time of his death, unless the Cree First Nation renounces such succession, in which case it shall be dealt with as a vacant succession.

28.8 On an intestacy of a Cree Beneficiary, a majority of the lawful heirs may appoint the Cree First Nation of which the deceased was a member at the time of his death to administer or provide for the administration of the succession (except as regards traditional property), in which case the Cree First Nation may charge a fee for its services.

28.9 (1) Where a Cree Beneficiary dies intestate leaving traditional property, the family council of the deceased shall meet within one year of his death to decide on the disposition of his traditional property.

(2) The family council referred to in subsection (1) may dispose of the deceased's traditional property in accordance with its decision, and may appoint a willing individual to administer the deceased's estate accordingly.

28.10 (1) The family council of a deceased Cree Beneficiary shall consist of the following person or persons:

- (a) his surviving consort, if any;
- (b) any surviving children of the age of majority and the legal representatives of any surviving minor children; and
- (c) any surviving parent.

(2) Where a deceased Cree Beneficiary leaves no survivors described in subsection (1), the family council of the deceased shall consist of the three closest surviving relatives of the age of majority, as determined in accordance with the law of Québec, who are ordinarily resident in the "Territory" as defined in section 2 of the *James Bay and Northern Quebec Native Claims Settlement Act*.

28.11 Where the family council is unable to reach a decision on the disposition of any part of the deceased's traditional property, it may request the council of the Cree First Nation of which the deceased was a member at the time of his death to appoint one or more willing persons to act as the deceased's family council in respect of that part of the deceased's traditional property on whose disposition the family council had been unable to reach a decision.

28.12 (1) Where the family council has not reached a decision on the disposition of any part of the deceased's traditional property within two years after the deceased's death, the council of the Cree First Nation of which the deceased was a member at the time of his death shall act as the deceased's family council in respect of that part of the deceased's traditional property on whose disposition the family council had not reached a decision.

- (2) Where, on the death of a Cree Beneficiary,
- (a) the deceased leaves no surviving relatives,
 - (b) for any reason a family council cannot be formed, or
 - (c) the family council has not met within one year after the deceased's death,

the council of the Cree First Nation of which the deceased was a member at the time of his death shall act as the deceased's family council.

28.13 A disposition of any traditional property of a deceased Cree Beneficiary by the deceased's family council pursuant to this Chapter 28 passes the property in question to the recipient as of the moment when the recipient takes possession of the property, and any debt in respect of that property thenceforth becomes the responsibility of the recipient.

28.14 Where any person designated by the family council of a deceased Cree Beneficiary to receive the deceased's traditional property pursuant to this Chapter 28 renounces the property in question before taking possession of it, and no other person is designated by the family council within six months of such renunciation, the disposition of that property shall thenceforth be governed by the laws of Québec relating to intestate succession.

CHAPTER 29 GENERAL

29.1 Where, under this Agreement or any law made thereunder, a document is required to be signed by a person and that person is unable to write, that person's mark shall constitute his signature if

- (a) the mark is affixed to the document in the presence of a witness who is able to write; and
- (b) the witness affixes his signature to the document beside the mark of the person for whom he is acting as witness.

29.2 (1) In addition to any person authorized to act as a commissioner of oaths under the laws of Canada or of Québec, the chief of a Cree First Nation and the secretary of the Cree First Nation are ex officio commissioners of oaths for the purposes of this Agreement and any law made thereunder.

(2) The chief and secretary of the Cree First Nation shall not charge any fee or other compensation whatsoever for acting as a commissioner of oaths pursuant to subsection (1).

- 29.3 (1) A Cree First Nation secretary may issue certified copies of any law or resolution of the Cree First Nation or of any other document issued under the authority of the Cree First Nation.
- (2) A Cree First Nation treasurer may issue certified copies of all or any part of the books of account and financial records of the Cree First Nation.
- (3) In every case in which an original document could be received in evidence, a certified copy of that document issued under subsection (1) is receivable in evidence without proof of the signature or the official character of the person or persons appearing to have signed the document.

PART VIII FINAL PROVISIONS

CHAPTER 30 AMENDMENT OF JBNQA

- 30.1 The Cree Nation Government shall not consent to any amendment, replacement or abrogation of paragraphs 11.2.1, 11.2.2, 11.2.4 or 11.2.7 of the JBNQA without the prior written consent of Canada, acting reasonably.
- 30.2 The Crees and Canada shall sign a Complementary Agreement to amend the JBNQA so as to ensure its consistency with this Agreement. Such Complementary Agreement shall include, without limitation,
- (a) an amendment to Section 9 of the JBNQA providing that, upon its coming into force, the Governance Legislation shall be deemed to be the special legislation referred to in Section 9 of the JBNQA and shall, in conjunction with this Agreement and the Cree Constitution, replace the *Cree-Naskapi (of Quebec) Act* with respect to the Crees, Cree First Nations, Cree Nation Government and Category IA Land; and
 - (b) such other amendments to Section 9 and other provisions of the JBNQA as may be required to give effect to the first sentence of this section 30.2.

CHAPTER 31 RATIFICATION

A. GENERAL

- 31.1 This Agreement and the Cree Constitution shall be approved and ratified in accordance with this Chapter.
- 31.2 This Agreement shall take effect and be legally binding once ratified by the Parties.
- 31.3 The Cree Constitution shall take effect and be legally binding at the same time as this Agreement.

B. RATIFICATION BY THE CREES

- 31.4 After this Agreement has been initialed by the chief negotiators for Canada and the Crees, the Cree Nation Government shall:
- (a) make available to the Crees, or publish in English and Cree in newspapers deemed appropriate by the Cree Nation Government, a summary of this Agreement, the Cree Constitution and the ratification process set out in this Chapter;

- (b) make this Agreement and the Cree Constitution available for consultation by the Crees by electronic means and by making available hard copies at the band office of each Cree First Nation and at the offices of the GCC(EI)/CNG outside the Territory;
 - (c) provide a reasonable number of hard copies of this Agreement and the Cree Constitution for distribution to the Crees upon request;
 - (d) broadcast in Cree and English on the community radio stations information on this Agreement, the Cree Constitution and the ratification process set out in this Chapter 31;
 - (e) hold information meetings in each Cree community on this Agreement, the Cree Constitution and the ratification process set out in this Chapter 31, and invite Canada to attend such meetings; and
 - (f) carry out such other activities as determined by the Cree Nation Government.
- 31.5 The Cree Nation Government shall prepare a record of the activities mentioned in section 31.4 and provide a copy of such record to Canada upon request.
- 31.6 Upon completion of the activities mentioned in section 31.4, ratification by the Crees of this Agreement and the Cree Constitution requires:
- (a) the adoption by the Cree Nation Government, the Grand Council of the Crees (Eeyou Istchee) and each of the Cree First Nations of a resolution approving this Agreement and the Cree Constitution;
 - (b) the signature by the Chairman/Grand Chief and the Vice-Chairman/Deputy Grand Chief of the Cree Nation Government/Grand Council of the Crees (Eeyou Istchee) of this Agreement; and
 - (c) the signature by each Cree First Nation, acting through its duly authorized representative of the Concurrence attached to this Agreement, acknowledging that the Cree First Nation is represented by the Cree Nation Government and the Grand Council of the Cree (Eeyou Istchee) in the making of this Agreement and that it is bound by the terms thereof.
- 31.7 The resolution of the Cree Nation Government, the Grand Council of the Crees (Eeyou Istchee) and each of the Cree First Nations referred to in paragraph 31.6(a):
- (a) shall be substantially in the form appended to this Agreement as Schedule E;
 - (b) shall be submitted to the Council of the Cree Nation Government, the board of directors of the Grand Council of the Crees (Eeyou Istchee) and the council of each of the Cree First Nations, at a meeting of such council and board open to the public; and

- (c) shall require, to be approved, the affirmative votes of the majority of the council or board members present when the vote is taken.

C. RATIFICATION BY CANADA

31.8 Ratification of this Agreement by Canada requires:

- (a) that this Agreement be signed by a Minister authorized by the federal Cabinet; and
- (b) the coming into force of the Governance Legislation giving effect to this Agreement.

CHAPTER 32 INDEMNIFICATION

32.1 The GCC(EI)/CNG shall indemnify and hold Canada harmless against any and all claims, demands, actions, damages, liabilities or costs to which Canada may become subject, under a court judgment which has become final, arising out of the ratification process of this Agreement in accordance with Chapter 31.

CHAPTER 33 LEGISLATION

33.1 Canada shall recommend to Parliament the Governance Legislation which shall provide, among other things

- (a) that this Agreement
 - (i) means the *Agreement on Cree Nation Governance between the Crees of Eeyou Istchee and the Government of Canada*, including any amendments made to it;
 - (ii) is approved, given effect, declared valid and has the force of law; and
 - (iii) is binding on, and may be relied on by, the Parties and all persons and bodies;
- (b) that the Cree Constitution
 - (i) is given effect and has the force of law; and
 - (ii) is binding on, and may be relied on by, all persons and bodies;
- (c) that a Cree Law made in accordance with this Agreement and the Cree Constitution has the force of law and is binding on, and may be relied on by, all persons and bodies; and

(d) for consequential amendments to its laws, in particular, the *Cree-Naskapi (of Quebec) Act*, in order to ensure their consistency with this Agreement,

the whole in accordance with the other provisions of this Agreement.

33.2 Canada shall make best efforts to recommend the Governance Legislation without delay after the signature of this Agreement.

33.3 Canada shall consult with the GCC(EI)/CNG during the drafting of the Governance Legislation by:

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

(b) considering any comments made by the GCC(EI)/CNG on the content of such proposed Governance Legislation as to whether it accurately reflects the provisions of this Agreement.

33.4 Canada shall consult the Cree Nation Government in respect of any future amendments of the Governance Legislation prior to their submission to Parliament.

CHAPTER 34 NOTICE

34.1 Any notice, communication or consent to be given pursuant to this Agreement (collectively, “**Notice**”) shall be in writing and shall be delivered personally or by courier, transmitted by fax, transmitted by e-mail or mailed by pre-paid registered mail. Notice will be considered to have been given, made or delivered and received:

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

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

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

For Canada:

The Minister of Indian Affairs and Northern Development

10 Wellington Street

Gatineau (QC) K1A 0H4

Fax: (819) 953-3711

e-mail: _____

And a copy to:

Director General, Implementation Branch
25 Eddy Street
Gatineau, (QC) K1A 0H4

Fax: (819) 953-4366

e-mail: _____

For the GCC(EI) and the CNG:

The Grand Chief of the Cree Nation
2 Lakeshore Road
Nemaska, James Bay (QC) J0Y 3B0

Fax: (819) 673-2606

e-mail: _____

And a copy to:

The Executive Director
Grand Council of the Crees (Eeyou Istchee)
Embassy of the Cree Nation
81 Metcalfe Street, Suite 900
Ottawa (ON) K1P 6K7

Fax: (613) 761-1388

e-mail: billnama@cngov.ca

- 34.2 The Parties may agree in writing to give, make or deliver a communication by means other than those provided in this Chapter 34. A Party may change its address, fax number or e-mail address by giving a Notice of the change to the other Parties.

CHAPTER 35 STATUS, INTERPRETATION AND VALIDITY OF AGREEMENT

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

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

CHAPTER 36 AMENDMENTS

- 36.1 This Agreement may be amended from time to time with the consent of the Parties.

- 36.2 The Parties shall obtain the consent of Makivik Corporation with regard to any amendment to
- (a) the definitions of “Inuk of Chisasibi” and “Inuit of Chisasibi”, in section 1.1;
 - (b) sections 2.7, 5.5, 9.5(4) and 36.2; and
 - (c) the definition of “consorts” in section 28.2.
- 36.3 The Parties shall obtain the consent of the council of the Naskapi Nation of Kawawachikamach with regard to any amendment to
- (a) the definitions of “Naskapi”, “Naskapi Nation of Kawawachikamach”, and “*Northeastern Quebec Agreement*” in section 1.1; and
 - (b) sections 2.7 and 36.3.

CHAPTER 37 TRANSITIONAL MEASURES

- 37.1 (1) Subject to subsection (2), the council of a Cree band that is in office pursuant to the *Cree-Naskapi (of Quebec) Act*, as it read immediately before the Effective Date, becomes the council of its continued Cree First Nation under this Agreement on the Effective Date, and continues in office as such until the expiration of its term of office under the *Cree-Naskapi (of Quebec) Act*, as it read immediately before the Effective Date.
- (2) For the transitional period described in subsection (1), the council has the powers and duties of a council elected under this Agreement and the Cree Constitution, and the provisions of this Agreement and the Cree Constitution apply, with any modifications that the circumstances require, to that council as if it had been elected under this Agreement and the Cree Constitution.
- 37.2 The by-laws and resolutions of a Cree band listed in subsection 12(2) and section 12.1 of the *Cree-Naskapi (of Quebec) Act*, as it read immediately before the Effective Date, that are in force immediately before the Effective Date shall be deemed to be respectively laws and resolutions of its continued Cree First Nation made pursuant to this Agreement and the Cree Constitution. They shall remain in force until the date that they cease to have effect as provided for according to their terms, until their objects are attained or until they are replaced or repealed by that Cree First Nation.
- 37.3 The by-laws and resolutions of the Cree Nation Government enacted or adopted pursuant to the *Cree-Naskapi (of Quebec) Act*, as it read immediately before the Effective Date, shall be deemed to be respectively laws and resolutions of the Cree Nation Government made pursuant to this Agreement and the Cree Constitution. They shall remain in force until the date that they cease to have effect as provided for according to their terms, until

their objects are attained or until they are replaced or repealed by the Cree Nation Government.

- 37.4 In any Act, regulation, order, contract or other document, a reference to a Cree band is a reference to a Cree First Nation, unless the context indicates otherwise.
- 37.5 For greater certainty, nothing in this Agreement shall of itself affect any right, privilege, obligation or liability acquired, accrued, accruing or incurred under the *Cree-Naskapi (of Quebec) Act* before the Effective Date.

**IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED AT OTTAWA ON
THIS 18TH DAY OF JULY, 2017:**

**FOR THE GOVERNMENT OF
CANADA:**

**FOR THE GRAND COUNCIL OF THE
CREES (EYYOU ISTCHEE) AND THE
CREE NATION GOVERNMENT:**

**Honourable Carolyn Bennett,
M.D., P.C., M.P.**
Minister of Indian Affairs and
Northern Development

Dr. Matthew Coon Come
Grand Chief of the Grand Council of
the Crees (Eeyou Istchee)

Chairman of the Cree Nation
Government

Rodney Mark
Deputy Grand Chief of the Grand
Council of the Crees (Eeyou Istchee)

Vice-Chairman of the Cree Nation
Government

CONCURRENCE

Each Cree First Nation hereby acknowledges that it is bound by the terms of this Agreement and it is represented by the Grand Council of the Crees (Eeyou Istchee) and the Cree Nation Government in the making of this Agreement.

CREE NATION OF CHISASIBI

By: Chief Davey Bobbish

CREE NATION OF EASTMAIN

By: Chief Kenneth Cheezo

OUJE-BOUGOUMOU CREE NATION

By: Chief Curtis Bosum

CREE NATION OF MISTISSINI

By: Chief Richard Shecapio

CREE NATION OF NEMASKA

By: Chief Thomas Jolly Sr.

**THE CREES OF THE WASKAGANISH FIRST
NATION**

By: Deputy Chief Samson Wischee

WASWANUPI BAND

By: Chief Marcel Happyjack

CREE NATION OF WEMINDJI

By: Chief Dennis Georgekish

WHAPMAGOOSTUI FIRST NATION

By: Chief Louisa Wynne

SCHEDULE A
FORM OF INSTRUMENT OF CESSION

Instrument of Cession

This Instrument of Cession is executed in four copies in accordance with paragraphs 13.3(1)(b) and 13.6(b) of the Agreement.

1. Interpretation

In this Instrument of Cession, *Cree First Nation* means (Name of the Cree First Nation);

2. Description of land affected

In accordance with Chapter 13 of the Agreement, the Cree First Nation has made a cession to Québec of the whole of its rights and interests in or on the following parcel of its Category IA Land described below and depicted on the plan attached hereto:

(description of the land)

3. Conditions of cession

The said cession is unconditional

(or)

The said cession is subject to the following terms and conditions:

(here state the terms and conditions)

4. Approval of electors

In accordance with section 13.4 of the Agreement, the said cession was approved by the electors of the Cree First Nation in a referendum duly called and held on the day(s) of , 20 in which at least sixty-five percent (65%) of the electors of the Cree First Nation voted in favour of the said cession.

5. Certificate of officer

A written statement dated the day of , 20 , certifying the results of the vote taken in the referendum and signed by , the officer responsible for the conduct of the referendum, is attached hereto.

6. Effective date of cession (choose the desired version)

First version:

In accordance with subsection 13.3(2) of the Agreement, the effective date of the said cession shall be the date on which Québec accepts the cession and the transfer from Canada of the administration, management and control of the land described in section 2 of this Instrument of Cession, pursuant to paragraph 13.3(1)(e) of the said Agreement.

(or)

Second Version:

In accordance with subsection 13.3(2) of the Agreement, the effective date of the said cession shall be the later of

(a) the date on which Québec accepts the said cession and the transfer from Canada of the administration, management and control of the land described in section 2 of this Instrument of Cession, pursuant to paragraph 13.3(1)(e) of the Agreement, and

(b) the day of , 20 .

7. Acceptance by Québec (Optional Clause)

Pursuant to paragraph 13.3(1)(e) of the Agreement, Québec may accept the cession and the transfer from Canada of the administration, management and control of the land described in section 2 of this Instrument of Cession within () months of the date of the execution of this Instrument of Cession.

Executed at , this day of , 20 .

Council Member

Council Member
For the Cree First Nation

SCHEDULE B
LAND REGISTRY SYSTEM

Title

1. Provisions governing the Land Registry System (*section 14.3 of the Agreement*).

Interpretation

2. In this Schedule B,

“**block**” means a portion of a lot as determined pursuant to subsection 17(2) (“*parcelle*”);

“**central land registrar**” means the central land registrar appointed pursuant to section 6 (“*registrateur du bureau d’enregistrement central*”);

“**central land registry office**” means the central land registry office referred to in paragraph 4(1)(a) (“*bureau d’enregistrement central*”);

“**CRINA number**” means the numerical identification assigned by the central land registrar, of a right or interest in Category IA Land of a Cree First Nation or in buildings situated thereon and the location of the right or interest that consists of groups of numbers separated by hyphens and in the following order:

- (a) the numbers that represent the Cree First Nation on whose Category IA Land the right or interest is located,
- (b) the numbers that represent the lot on which the right or interest is located,
- (c) the numbers that represent the block on which the right or interest is located, and
- (d) the numbers that represent the right or interest and in the case of a right or interest in a building, the letter “B” and the numbers that represent the building (“*numéro CRINA*”);

“**index books**” means the books referred to in section 16 (“*répertoires*”);

“**land registry office**” means a local land registry office or the central land registry office (“*bureau d’enregistrement*”);

“**land registry plan**” means a plan referred to in section 17 (“*plan d’enregistrement*”);

“**local land registrar**” means a local land registrar appointed pursuant to subsection 9(1) (“*registrateur du bureau d’enregistrement local*”);

“**local land registry office**” means a local land registry office referred to in paragraph 4(1)(b) (“*bureau d’enregistrement local*”);

“*lot*” means a portion of Category IA Land as set out in a survey by the Québec Department of Energy and Resources (“*lot*”);

“*Minister*” means the Minister of Indian Affairs and Northern Development (“*Ministre*”);

“*registrar*” means a local land registrar or the central land registrar (“*registrateur*”).

PART I

Establishment of the Land Registry System

3. A land registry system, under the control and supervision of the Minister, is hereby established for the registration of rights and interests in Category IA Land and in buildings situated thereon.
4. (1) The land registry system established pursuant to section 3 shall consist of the following registry offices:
 - (a) a central land registry office; and
 - (b) one local land registry office for each Cree First Nation.(2) The central land registry office shall be located within the territory of the Québec Urban Community.
(3) The local land registry office for a Cree First Nation shall be located at the head office of the Cree First Nation except where the Cree First Nation fixes the location of its local land registry office at another place on its Category IA Land.
5. (1) The hours of operation of the central land registry office shall be from 10 o'clock in the morning to 12 o'clock noon and from 1 o'clock to 3 o'clock in the afternoon every day except Saturdays and holidays.
(2) The hours of operation of the local land registry office for a Cree First Nation shall be from 10 o'clock in the morning to 12 o'clock noon and from 2 o'clock to 4 o'clock in the afternoon every day except Saturdays and holidays, including any day designated as a holiday by resolution of the council of the Cree First Nation.

PART II

Administration of the Land Registry System

6. The land registry system established pursuant to section 3 shall be under the administration of the central land registrar appointed by the Minister on a full-time or part-time basis.

Central Land Registrar

7. The central land registrar shall
 - (a) administer the central land registry office;
 - (b) coordinate the functions of the local land registry offices;
 - (c) arrange for and assist in the preparation of land registry plans and deposit certified copies of any land registry plan made pursuant to section 17 in the appropriate local land registry office and in the central land registry office;
 - (d) issue, to each local land registrar, guidelines respecting the administration and operation of the land registry system established pursuant to section 3;
 - (e) establish the form of the index books;
 - (f) assist and advise the local land registrars;
 - (g) assist Cree Beneficiaries in the preparation of land descriptions and in the preparation and registration, or deposit, of any documents to be registered, or deposited, in accordance with the Agreement or the provisions of this Schedule B; and
 - (h) conduct an inspection of each local land registry office, including its index books and records, at least once a year and report on its administration to the council of the appropriate Cree First Nation.

Deputy Central Land Registrar

8. (1) The central land registrar shall be assisted by a deputy central land registrar appointed by the Minister on a full-time or part-time basis.

(2) Where the central land registrar is absent or incapacitated or the office of the central land registrar is vacant, the deputy central land registrar shall have and may exercise all the powers and duties of the central land registrar.

Local Land Registrars

9. (1) The local land registry office for a Cree First Nation shall be administered by a local land registrar appointed by the Cree First Nation.

(2) A local land registrar shall be employed by the Cree First Nation pursuant to the Cree Constitution and may be employed on a full-time or part-time basis.
10. A local land registrar shall, in addition to the duties prescribed by the appropriate Cree First Nation pursuant to the Cree Constitution,

- (a) assist in the preparation of land registry plans for the Category IA Land of the Cree First Nation; and
- (b) assist Cree Beneficiaries in the preparation of land descriptions and in the preparation and registration, or deposit, of any documents to be registered, or deposited, in accordance with the Agreement or the provisions of this Schedule B.

Deputy Local Land Registrars

- 11. (1) A local land registrar shall be assisted by at least one deputy local land registrar appointed by the Cree First Nation.
 - (2) A deputy local land registrar appointed by a Cree First Nation pursuant to subsection (1) shall be employed by the Cree First Nation pursuant to the Cree Constitution and may be employed on a full-time or part-time basis.
 - (3) Where a local land registrar is absent or incapacitated or the office of the local land registrar is vacant, a deputy local land registrar shall have and may exercise all the powers and duties of the local land registrar.
 - (4) Where, in a local land registry office, the local land registrar and the deputy local land registrar are absent or incapacitated, or the offices of the local land registrar and the deputy local land registrar are vacant, the local land registry office may be administered by the central land registrar from the central land registry office.

Appointments and Dismissals

- 12. Where a Cree First Nation appoints or dismisses a local land registrar or a deputy local land registrar, the Cree First Nation shall forthwith notify the central land registrar in writing.
- 13. On assuming office, a land registrar or a deputy land registrar shall swear an oath of office to exercise his duties in accordance with law.

Inspection of Local Land Registry Offices

- 14. (1) The central land registrar shall not inspect a local land registry office unless the registrar of the local land registry office to be inspected has received written notice of the proposed inspection at least one week prior to the inspection.
 - (2) Where the central land registrar determines, as a result of an inspection referred to in subsection (1), that the affairs of a local land registry office are in serious disorder, the central land registrar shall send a report of the situation and any recommendations to the council of the appropriate Cree First Nation and to the Minister.

Appointment of Administrator

15. (1) Where, as a result of a report referred to in subsection 14(2), the Minister is of the opinion that the affairs of a local land registry office are in serious disorder, he may give written notice to the appropriate Cree First Nation of his intention to appoint an administrator to administer the local land registry office, setting out the situation which resulted in his reasons for so doing.
 - (2) Where a Cree First Nation receives a notice under subsection (1), it shall forthwith take corrective measures to remedy the situation referred to in the notice.
 - (3) At any time between sixty days and one year after giving notice under subsection (1), the Minister may, if he is of the opinion that the situation referred to in the notice has not been adequately remedied, appoint, in writing, an administrator to supervise the administration of the local land registry office.
 - (4) An administrator appointed pursuant to subsection (3) holds office for a term not exceeding four months from the date of his appointment.
 - (5) At the expiration of the administrator's term of appointment referred to in subsection (4), the Minister may, where he is of the opinion that the affairs of the local land registry office continue to be in serious disorder, reappoint the administrator, or appoint a new administrator, for a further term not exceeding four months.
 - (6) The Minister's power under subsection (5) applies also at the expiration of the term of appointment of an administrator appointed or re-appointed under that subsection.
 - (7) Where the Minister appoints an administrator pursuant to subsection (3) or appoints or reappoints an administrator pursuant to subsection (5) or (6), the Minister shall set out, in writing, the duties of the administrator and shall provide a copy of the appointment or reappointment and the duties to the appropriate Cree First Nation.
 - (8) The administrator of a local land registry office appointed pursuant to subsection (3) or appointed or reappointed pursuant to subsection (5) or (6) may supervise the administration of the local land registry office from the central land registry office.

Index Books

16. The following index books shall be maintained at each local land registry office and at the central land registry office:
 - (a) an entry book in which is recorded, in chronological order, each document that is received at the office for registration pursuant to section 21;
 - (b) an index of names in which is recorded the name, in alphabetical order, of each person who is a party to a document evidencing a right or interest in Category IA Land or in buildings situated thereon that is registered at the office pursuant to the provisions of this Schedule B;

- (c) an index of land in which is recorded, for each block of Category IA Land, any rights or interests in that block that are registered at the office pursuant to the provisions of this Schedule B;
- (d) an index of buildings in which is recorded, for each building situated on Category IA Land, any rights or interests in that building that are registered at the office pursuant to the provisions of this Schedule B; and
- (e) a deposit index in which is recorded, in chronological order, each document referred to in section 36 that is received at the office for deposit under that section.

Land Registry Plans

17. (1) The central land registrar shall arrange for the preparation of a land registry plan for the Category IA Land of each Cree First Nation.
- (2) A land registry plan shall show the full area of the Category IA Land of a Cree First Nation divided, as requested by the Cree First Nation, into numbered blocks based on existing land use, the natural features of the land, any land and resource use and planning laws made by the Cree First Nation pursuant to section 6.3 of the Agreement and any zoning law made by the Cree First Nation pursuant to section 6.4 of the Agreement.
- (3) A land registry plan for the Category IA Land of a Cree First Nation shall be drawn at a scale that is appropriate to accurately and clearly
- (a) identify any rights and interests in the Category IA Land shown on the plan and in the buildings situated on that land, that have been registered or deposited in the local land registry office of the Cree First Nation pursuant to the Agreement and the provisions of this Schedule B as of the date of the deposit of the plan in the office; and
 - (b) depict the location of the boundaries of the land or buildings, or both, that are the subject of the rights and interests referred to in paragraph (a).
- (4) A land registry plan may consist of one or more sheets.
- (5) No land registry plan shall be deposited in a land registry office unless the plan has been approved, dated and signed by the appropriate local land registrar and the central land registrar.
- (6) No registrar shall approve a land registry plan unless the plan accurately and clearly
- (a) identifies, by the CRINA number, any rights or interests in the Category IA Land shown on the plan or in the buildings situated on that land that are fully registered pursuant to the provisions of this Schedule B as of the date of the deposit of the plan; and

(b) depicts the location of the boundaries of the land or buildings or both, that are the subject of the rights and interests referred to in paragraph (a).

(7) Any rights or interests under section 10.6 or 10.7 or subsection 10.9(1) or (2) of the Agreement and any rights or interests in Category II or III Land within the boundaries of Category IA Land or in buildings situated on that Category II or III Land shall be identified and depicted on the appropriate land registry plan to the extent possible based on the information that is available.

(8) Where a right or interest

(a) in Category IA Land or in buildings situated thereon, other than those registered pursuant to the provisions of this Schedule B, or

(b) in land other than Category IA Land or in buildings situated on land other than Category IA Land, is identified and depicted on a land registry plan the identification and depiction of such a right or interest shall clearly differentiate it from a right or interest that is registered to the provisions of this Schedule B.

(9) For greater certainty, the identification and depiction of a right or interest pursuant to subsection (7) or (8) does not constitute registration of the right or interest to the provisions of this Schedule B.

(10) A copy of any land registry plan shall be maintained at the appropriate local land registry office and at the central land registry office.

Surveys of Category IA Land

18. (1) The central land registrar may submit a request to the Minister for a survey or resurvey pursuant to Part II of the *Canada Lands Surveys Act*³² of all or any part of the Category IA Land of a Cree First Nation.

(2) The central land registrar shall consider any request from a Cree First Nation regarding a survey of any portion of the Category IA Land of the Cree First Nation.

19. Nothing in this Schedule B prevents a person from arranging for a survey or resurvey of Category IA Land in accordance with Part II of the *Canada Lands Surveys Act* but the costs of such a survey or resurvey shall be the responsibility of that person.

Examination and Copies

20. (1) Any documents registered pursuant to the provisions of this Schedule B, index books, copies of land registry plans and copies of surveys that are kept at a land registry office and any documents referred to in section 36 that are deposited at a land registry office

³² R.S.C., 1985, c. L-6.

shall be available for examination during the hours of operation of the office, as set out in section 5.

(2) A person may, on request, obtain from the central land registry office or where feasible, from a local land registry office a certified copy of any document, sheet of an index book, land registry plan or sheet of a land registry plan that is kept at the land registry office or any document referred to in section 36 that is deposited at the office pursuant to that section.

(3) A copy of the Agreement and this Schedule B shall be prominently displayed and available for examination in each local land registry office and in the central land registry office.

PART III

Procedure for Registering Rights and Interests

21. A person who wishes to register a right or interest in the Category IA Land of a Cree First Nation or in a building situated thereon shall forward documents evidencing that right or interest to the local land registry office for the Cree First Nation or to the central land registry office.

Receipt of Document

22. A registrar of a land registry office shall record, in chronological order, in the entry book for the office, the following information in respect of each document received at that office pursuant to section 21,

- (a) the year, month, day and hour that the document was accepted for registration or rejected by the registrar;
- (b) the date of the document;
- (c) the name of each person who is a party to the document;
- (d) the nature of the right or interest evidenced in the document; and
- (e) the CRINA number, if any, of the right or interest evidenced in the document.

Rejection of Document

23. (1) Subject to subsections (3) to (5), a registrar of a land registry office shall reject a document forwarded to the land registry office pursuant to section 21 or paragraph 24(1)(d) for the purpose of registering the right or interest evidenced by the document, if the document

- (a) is not dated;

- (b) does not identify each party to the document;
- (c) does not set out the address of each party to the document;
- (d) does not set out the nature of the right or interest evidenced in the document;
- (e) neither sets out the CRINA number of the right or interest evidenced in the document nor is accompanied by a sketch that clearly shows the boundaries of the land or the building, or both, referred to in the document and the number of the block in which and the land registry plan on which the right or interest is located;
- (f) in the case of a document that evidences a right or interest but does not set out the CRINA number of the right or interest, does not include in addition to a sketch referred to in paragraph (e), a metes and bounds description of the boundaries of the land or building, or both, referred to in the document and the number of the block in which and the land registry plan on which the right or interest is located;
- (g) is not signed and witnessed; or
- (h) in the case of a document evidencing a right or interest the granting or transfer of which requires the approval or consent of the electors of the appropriate Cree First Nation pursuant to the Cree Constitution,
 - (i) is not accompanied by a statement or certificate
 - A. confirming that the grant or transfer has been approved or consented to by the electors of the Cree First Nation, and
 - B. signed by the secretary of the Cree First Nation or by a person designated by a Cree First Nation Law to exercise the powers of the secretary of the Cree First Nation pursuant to the Cree Constitution, or
 - (ii) does not refer to a statement or certificate, described in subparagraph (i) that has been registered pursuant to the provisions of this Schedule B or deposited pursuant to section 36.

(2) Where a registrar of a land registry office rejects a document pursuant to subsection (1), the registrar shall return the document to the person who forwarded it to the land registry office.

(3) Paragraphs (1)(e) to (g) do not apply to documents evidencing a right or interest granted or transferred during the period beginning on the day the Agreement comes into force and ending on the day this Schedule B comes into force, if the right or interest

- (a) is registered pursuant to the provisions of this Schedule B on a day that is within six months after the day this Schedule B come into force; and
- (b) is sufficiently described or depicted to enable the appropriate local land registrar and the central land registrar to identify and depict the right or interest on the appropriate land registry plan.

(4) Paragraph (1)(f) does not apply to documents evidencing a grant by a Cree First Nation of a right or interest in a building for residential purposes, a right of superficies or the transfer of such a right or interest.

(5) Subsection (1) does not apply in respect of a notice referred to in subsection 12.7(7) of the Agreement.

Acceptance of Document

24. (1) Where a registrar accepts a document received pursuant to section 21, the registrar shall

- (a) stamp on the document the year, month, day and hour that the document was accepted for registration by the registrar;
- (b) make two certified copies of the document;
- (c) endorse and date the information referred to in paragraph (a); and
- (d) forthwith forward the document and one of the endorsed certified copies to the appropriate local land registry office or the central land registry office, as the case may be.

(2) Where a document accepted for registration by a registrar is not, in the opinion of the registrar, of a material quality to ensure legibility and durability, the registrar shall prepare a true copy of the document and the true copy shall be considered the original document for registration purposes.

(3) Where a document accepted for registration by a registrar is written in the Cree language, the registrar shall prepare a memorial of the document in either the English or the French language and attach the memorial to the document.

(4) A memorial prepared pursuant to subsection (3) shall be accompanied by an affidavit of the registrar who prepared the memorial attesting to the facts that the registrar understands the languages in which the memorial and the document are written, the registrar has carefully compared the memorial and the document, and the memorial is in all respects an accurate summary of the matters referred to in the document.

Receipt of Accepted Document

25. (1) Where a registrar of a land registry office receives a document and an endorsed certified copy of the document forwarded pursuant to paragraph 24(1)(d), the registrar shall record in chronological order in the entry book for the land registry office the following information in respect of the document:

- (a) the year, month and day that the document was accepted for confirmation of registration or rejected by the registrar;

- (b) the year, month, day and hour that the document was accepted under subsection 24(1) for registration; and
 - (c) the information referred to in paragraphs 22(b) to (e).
- (2) Where a registrar rejects a document received pursuant to paragraph 24(1)(d), the registrar shall return the document to the registrar who forwarded it pursuant to paragraph 24(1)(d) and that registrar shall return the document to the person who forwarded it for registration pursuant to section 21.
- (3) Where a registrar of a land registry office accepts for confirmation of registration a document received pursuant to paragraph 24(1)(d), the registrar shall
- (a) assign a registration number to the document and the certified copy of the document and record that number in the entry book for the office;
 - (b) stamp on the document and on the certified copy the words “registration confirmed” and “enregistrement confirmé” and the year, month and day that the document was accepted for confirmation of registration by the registrar;
 - (c) endorse and date the information referred to in paragraph (b); and
 - (d) forthwith forward
 - (i) in the case of a local land registrar, the confirmed document to the central land registrar, or
 - (ii) in the case of the central land registrar, the confirmed certified copy of the document to the appropriate local land registrar.

Receipt of Confirmed Document

26. Where a registrar of a land registry office receives a confirmed document or certified copy pursuant to paragraph 25(3)(d), the registrar shall
- (a) assign a registration number to the document or certified copy; and
 - (b) record in the entry book for the office,
 - (i) the registration number assigned pursuant to paragraph (a), and
 - (ii) the registration number assigned pursuant to paragraph 25(3)(a) and the date, referred to in paragraph 25(3)(b), on which the registration of the document was confirmed.

Index Books

27. (1) In respect of each document the acceptance of which has been confirmed for registration under subsection 25(3), the local land registrar who accepted or confirmed

the acceptance of the document and the central land registrar shall record the following information in the appropriate index of names:

- (a) the name and number of the appropriate Cree First Nation;
- (b) the name, in alphabetical order, of each person who is a party to the document;
- (c) the registration number of the document assigned by the local land registrar and the registration number assigned by the central land registrar;
- (d) the date the document was accepted under subsection 24(1) for registration;
- (e) the date the registration of the document was confirmed under subsection 25(3);
- (f) the date of the document;
- (g) the nature of the right or interest evidenced in the document; and
- (h) the CRINA number of the right or interest evidenced in the document.

(2) In respect of each document that affects a right or interest in a block of Category IA Land of a Cree First Nation, the acceptance of which has been confirmed for registration under subsection 25(3), the local land registrar who accepted or confirmed the acceptance of the document and the central land registrar shall record the following information in the appropriate index of land:

- (a) the name and number of the Cree First Nation;
- (b) the name of each person who is a party to the document;
- (c) the registration number of the document assigned by the local land registrar and the registration number assigned by the central land registrar;
- (d) the date the document was accepted under subsection 24(1) for registration;
- (e) the date the registration of the document was confirmed under subsection 25(3);
- (f) the date of the document;
- (g) the nature of the right or interest evidenced in the document; and
- (h) the CRINA number of the right or interest evidenced in the document.

(3) In respect of each document that affects a right or interest in a building situated on Category IA Land of a Cree First Nation, the acceptance of which has been confirmed for registration under subsection 25(3), the local land registrar who accepted or confirmed the acceptance of the document and the central land registrar shall record the following information in the appropriate general index of buildings:

- (a) the name and number of the Cree First Nation;

- (b) the name of each person who is a party to the document;
- (c) the registration number of the document assigned by the local land registrar and the registration number assigned by the central land registrar;
- (d) the date the document was accepted under subsection 24(1) for registration;
- (e) the date the registration of the document was confirmed under subsection 25(3);
- (f) the date of the document;
- (g) the nature of the right or interest evidenced by the document; and
- (h) the CRINA number of the right or interest evidenced by the document.

Land Registry Plan

28. A right or interest in Category IA Land or in buildings situated thereon that has been registered pursuant to the provisions of this Schedule B shall be identified on the appropriate land registry plan by its CRINA number and the location of the boundaries of the land or buildings, or both, that are the subject of the right or interest shall be depicted on that land registry plan.

PART IV

Priorities

29. (1) Subject to subsections (2) and (3), the priority of a right or interest the registration of which has been confirmed under subsection 25(3) shall be established by reference to the time at which the document was accepted under subsection 24(1) for registration.
- (2) Subject to subsection (3), the priority of a right or interest, that was granted or transferred during the period beginning on the day the Agreement comes into force and ending on the day this Schedule B comes into force, and the registration of which is confirmed under subsection 25(3) within six months after the day this Schedule B comes into force, shall be established by reference to the day on which the right or interest was granted or transferred, as the case may be.
- (3) The priority of an equivalent right or interest, that was granted under subsection 117(3) or (4) of the *Cree-Naskapi (of Quebec) Act* and the registration of which has been confirmed under subsection 25(3), shall be established by reference to the date on which the relevant former right or interest referred to in one of those subsections of the *Cree-Naskapi (of Quebec) Act* was granted.

Fully Registered Rights and Interests

30. (1) Where the registration of a right or interest has been confirmed under subsection 25(3) and

- (a) the territorial description of the right or interest is depicted on a survey confirmed in accordance with Part II of the *Canada Lands Surveys Act*, or
- (b) the appropriate local land registrar and the central land registrar are satisfied that the boundaries of the land or buildings, or both, that are the subject of the right or interest can be easily located on the ground,

the right or interest shall be considered to be fully registered pursuant to the provisions of this Schedule B as of the hour the document evidencing the right or interest was accepted under subsection 24(1) and that full registration shall be noted in the appropriate index books and depicted on the relevant land registry plans.

(2) A right or interest that is fully registered pursuant to the provisions of this Schedule B shall be depicted on the relevant land registry plan in a manner that clearly differentiates it from any other rights or interests depicted on the plan.

(3) Subject to subsection (4), the location of the boundaries of the land or buildings, or both, that are the subject of a right or interest that is fully registered pursuant to the provisions of this Schedule B shall be established by reference to the depiction of the right or interest on the relevant land registry plan.

(4) The depiction of a right or interest that is fully registered pursuant to the provisions of this Schedule B is not subject to an appeal pursuant to section 32 except where the appropriate local land registrar and the central land registrar are satisfied that the location of the boundaries of the land or buildings, or both, that are the subject of the right or interest has been inaccurately depicted on a land registry plan.

(5) Where the appropriate local land registrar and the central land registrar are satisfied that the location of the boundaries of the land or buildings, or both, that are the subject of a fully registered right or interest has been inaccurately depicted on a land registry plan, the local land registrar shall notify the holders of any rights or interests that are affected by the inaccurate depiction and are registered pursuant to the provisions of this Schedule B and the registrars shall make a notation of the inaccuracy in the appropriate index books and on the relevant land registry plans.

(6) A notification to a holder pursuant to subsection (5) shall be by personal service or registered mail to the holder of the right or interest affected, at the address of the holder that is set out in the registered document evidencing the right or interest.

Provisionally Registered Rights and Interests

31. (1) Where the registration of a right or interest has been confirmed under subsection 25(3) but

- (a) the territorial description of the right or interest is not depicted on a survey confirmed in accordance with Part II of the *Canada Lands Surveys Act*, or
- (b) the appropriate local land registrar or the central land registrar is not satisfied that the boundaries of the land or building, or both, that are the subject of the right or interest can be easily located on the ground,

the right or interest shall be considered to be provisionally registered pursuant to the provisions of this Schedule B as of the hour the document evidencing the right or interest was accepted under subsection 24(1) and that provisional registration shall be noted in the appropriate index books and depicted on the relevant land registry plans.

(2) A right or interest that is provisionally registered pursuant to the provisions of this Schedule B shall be depicted on the relevant land registry plan in a manner that clearly differentiates it from any other rights or interests depicted on the plan and any overlap on the depiction of another right or interest shall be depicted in a manner that clearly indicates the overlap.

(3) The location of the boundaries of the land or buildings, or both, that are the subject of a right or interest that is provisionally registered pursuant to the provisions of this Schedule B shall be established by reference to the documents, referred to in section 21, evidencing that right or interest.

(4) Where a right or interest is provisionally registered pursuant to the provisions of this Schedule B and the appropriate local land registrar and central land registrar are satisfied that the boundaries thereof overlap on a right or interest that was previously fully or provisionally registered pursuant to the provisions of this Schedule B, the appropriate local land registrar shall notify the council of the appropriate Cree First Nation and the holders of any rights or interests registered pursuant to the provisions of this Schedule B that are affected by the overlap.

(5) A notification to a holder pursuant to subsection (4) shall be by personal service or registered mail to the holder of the right or interest affected, at the address of the holder that is set out in the registered document evidencing the right or interest.

PART V

Appeal Notice

32. (1) Within 22 months after the provisional registration of a right or interest or at the time when a notification is given under subsection 30(5), as the case may be, the appropriate local land registrar and the central land registrar shall prominently display and make available for examination in their respective land registry offices the following documents, which shall remain displayed and available for 60 days:

- (a) a notice that sets out

- (i) any provisionally registered right or interest the depiction of which on a land registry plan is subject to appeal,
 - (ii) any fully registered right or interest the proposed revised depiction of which, on a land registry plan is subject to appeal because of an inaccuracy referred to in subsection 30(4),
 - (iii) a statement to the effect that a written objection to the depiction of a right or interest may be forwarded to the appropriate local land registrar or the central land registrar within 60 days after the date of this notice,
 - (iv) the procedure for filing an objection referred to in subparagraph (iii),
 - (v) a statement to the effect that a copy of the relevant land registry plan, that shows the rights and interests the depiction of which are subject to appeal, is available for examination in the appropriate local land registry office and in the central land registry office for a period of 60 days after the date of the notice, and
 - (vi) the date, hour and place fixed for the hearing of the appeal by the local land registrar and the central land registrar; and
- (b) a copy of the relevant land registry plan that shows the rights and interests the depiction of which are subject to appeal.

(2) The local land registrar referred to in subsection (1) shall cause a copy of the notice referred to in paragraph (1)(a) to be prominently displayed in the appropriate Cree First Nation office and in such other places as the local land registrar and the central land registrar consider necessary.

Objection

33. (1) A person who wishes to make an objection referred to in subparagraph 32(1)(a)(iii) shall set out in the objection any reasons for the objection.
- (2) Where a registrar receives an objection referred to in subparagraph 32(1)(a)(iii), the registrar shall forthwith forward a copy of the objection to the appropriate local land registrar or the central land registrar, as the case may be.

Decision

34. (1) The appropriate local land registrar and the central land registrar shall, in deciding an appeal respecting the depiction of a right or interest, take into account any inspection on the ground of the location of the boundaries of the right or interest, any objections received pursuant to subparagraph 32(1)(a)(iii) and any representations made at the hearing referred to in subparagraph 32(1)(a)(vi).
- (2) Within 30 days after a hearing referred to in subparagraph 32(1)(a)(vi), the appropriate local land registrar shall, after consultation with the central land registrar issue his decision respecting the depiction of any rights or interests the depiction of which was the subject of an appeal referred to in subsection (1).

(3) Notification of a decision referred to in subsection (2) shall be forwarded by personal service or registered mail to the appropriate Cree First Nation and to the holder of any right or interest affected by the decision, at the address of the holder that is set out in the registered document evidencing the right or interest.

(4) After the expiration of the 30 days referred to in subsection (2) and after the notifications referred to in subsection (3) have been forwarded, the appropriate local land registrar and the central land registrar shall, taking into account any decisions on appeal made under subsection (2),

- (a) in the case of a provisionally registered right or interest the depiction of which was subject to appeal, make a notation in the appropriate index books that the right or interest is fully registered and amend the relevant land registry plan to depict the right or interest as fully registered; and
- (b) in the case of a fully registered right or interest the depiction of which was subject to appeal, amend the relevant land registry plan.

PART VI

Cancellation of Registration of Rights or Interest

35. (1) The appropriate local land registrar and the central land registrar shall cancel the registration of a right or interest in Category IA Land, or in buildings situated thereon, where
- (a) a court orders the cancellation;
 - (b) all interested parties consent, in writing, to the cancellation; or
 - (c) in respect of a provisionally registered right or interest, it is not possible to make a decision under section 34 as to the boundaries of the land or the location of any buildings subject to the right or interest.
- (2) Where the registration of a right or interest is cancelled in accordance with subsection (1), the appropriate local land registrar and the central land registrar shall make a notation of the cancellation in the appropriate index books and reflect the cancellation on the relevant land registry plans.

PART VII

Depository

36. (1) A land registry office shall, for the purpose of facilitating the management and administration of Category IA Land and of buildings situated thereon, provide safekeeping services for the deposit of

- (a) documents referred to in section 13.9 and subsection 14.4(1) of the Agreement; and
- (b) non-registrable documents including notices of expropriation.

(2) Where a document referred to in subsection (1) is received at a land registry office, a registrar of the office shall forthwith make a copy of the document and forward the copy of the document to the appropriate local land registry office or the central land registry office, as the case may be.

(3) A registrar of a land registry office shall record, in chronological order, in the deposit index for the land registry office, each document received at that land registry office for deposit under subsection (1) or (2).

Rights and Interests — Deposited Documents

37. (1) Where a right or interest in Category IA Land or a building situated thereon evidenced by a document deposited pursuant to subsection 14.4(1) of the Agreement or under paragraph 36(1)(b) of this Schedule B is identified and depicted on a land registry plan the identification and depiction of such a right or interest shall clearly differentiate it from a right or interest that is registered pursuant to the provisions of this Schedule B.

(2) For greater certainty, the deposit under subsection 36(1) of a document referred to in paragraph 36(1)(b) of this Schedule B does not constitute registration pursuant to the provisions of this Schedule B of any right or interest evidenced by the document and the identification and depiction, on a land registry plan, of a right or interest pursuant to subsection (1) does not constitute registration of the right or interest pursuant to the provisions of this Schedule B.

SCHEDULE C

OWN SOURCE REVENUE CONTRIBUTION

1. The OSR Contribution shall not:
 - (a) create a disincentive for the Cree Nation Government to generate revenues;
 - (b) be used to reduce Canada's treaty obligations;
 - (c) be deducted from any portion of the expenditure base referred to in section 18.2 of the Agreement related to health, education and social development programs or services, if applicable, provided by the Cree Nation Government.

2. Eligible Revenue for a Fiscal Year shall consist of the following revenues actually received during such Fiscal Year:
 - (a) tax revenues;
 - (b) the Cree Nation Government's share of distributed profits from businesses controlled by the Cree Nation Government multiplied by the federal income tax rate for small businesses;
 - (c) net income (losses) from business activities conducted by the Cree Nation Government and net realized income (losses) from property owned by the Cree Nation Government;
 - (d) fees and charges levied by the Cree Nation Government other than user charges constituting a recovery of cost only and those remitted to another authority that is not related to the Cree Nation Government, and save and except for internal charges.

3. Tax revenues of the Cree Nation Government will be calculated as the sum of all taxes levied and actually received by the Cree Nation Government pursuant to any federal legislation, any agreement with Canada to share tax room or tax revenues, or any tax powers set out in this Agreement.

4. For greater certainty, if the total amount determined under section 2 above for a Fiscal Year is negative, that amount is deemed to be zero.

5. For greater certainty, the following revenues shall be excluded from the calculation of OSR Contribution:
 - (a) payments provided to the Crees in respect of actual or potential impacts on the Crees from projects located outside Category IA Land except for payments made in respect of the purchase of goods or services provided by the Cree Nation Government or by an entity controlled by the Cree Nation Government, in connection with such projects;

- (b) compensation, including amounts provided to the Crees as compensation for claims for treaty and Aboriginal rights, specific claims under Canada's *Specific Claims Policy*, loss of property including harvesting losses, and damages other than those relating to the loss of revenues which would not otherwise qualify as excluded revenues;
 - (c) program transfers from Canada or other governments, including funding to support programs and services, as well as tax room vacated or shared with the Province;
 - (d) provincial transfers, including
 - (i) Cree Nation Government revenues derived from the decision of a province or territory, or its agent, to vacate tax room in favour of the Cree Nation Government, to delegate tax authorities, or to transfer revenues;
 - (ii) payments from a province or territory, or its agent, as funding to support programs or services; and
 - (iii) payments from a province or territory, or its agent, in respect of compensation, accommodation or remediation for access to or impacts on the Territory or the Eeyou Marine Region;
 - (e) proceeds from the sale or expropriation of Aboriginal lands [*i.e.* Category IA Land, Cree Lands in the Eeyou Marine Region];
 - (f) portfolio investment income, including income from investment in organizations that are not controlled by the Cree Nation Government, *e.g.* interest, dividends and capital gains on financial assets;
 - (g) gifts and donations;
 - (h) capital transfer payments or distributions received from a trust not controlled by the Cree Nation Government;
 - (i) resource royalty sharing payments received pursuant to the *Eeyou Marine Region Agreement*; and
 - (j) any other sources or amounts agreed to by the Cree Nation Government and Canada.
6. To determine Net Eligible Revenues, the Basic Exemption is subtracted from the Eligible Revenues. The Basic Exemption is the greater of:
- (a) the sum of a fixed amount of [\$125,000] plus a per capita amount of [\$125], adjusted by FDDIPI by multiplying the sum by $(FDDIPIFY-1 / FDDIPI2014Q4)$, or
 - (b) for the first nine Fiscal Years after the coming into force of the successor agreement to the *New Relationship Agreement*, the amount of [*an amount to be determined*].

7. For the first five Fiscal Years after the coming into force of the successor agreement to the *New Relationship Agreement*, the rate of inclusion of OSR Contribution shall be 0% and thereafter such rate of inclusion shall increase over a period of 15 years, up to a maximum of 50%.

SCHEDULE D
FORM OF DEEDS

Title

1. Form of Deeds Relating to Certain Successions of Cree Beneficiaries.

Interpretation

2. In this Schedule D, *deed* means a deed that relates to the acceptance, renunciation or settlement of a succession referred to in section 28.5 of the Agreement.

Form of Deeds

3. A deed shall
 - (a) be dated;
 - (b) indicate the place at which it was made;
 - (c) name and adequately identify each of the parties; and
 - (d) precisely describe the property affected.
4. A deed may be made in authentic form.
5. (1) Subject to subsection (2), a deed that is not made in authentic form shall be signed by each of the parties.

(2) A party who is unable to sign the party's name to a deed that is not made in authentic form shall
 - (a) make the party's mark on the deed and include on the deed a declaration setting out that the party is unable to sign the party's name; or
 - (b) have the deed signed, on the party's behalf, by another person and include on the deed a declaration setting out that the party is unable to sign the party's name and that the person who signed on the party's behalf did so in the presence of and according to the instructions of the party.
6. (1) A deed that is not made in authentic form shall, in respect of each party, be signed by two witnesses who know the party and, where a person signed on a party's behalf, that person.

(2) Each witness for a party to a deed that is not made in authentic form shall attach to the deed an affidavit

- (a) declaring that the witness knows the party and the person, if any, who signed on the party's behalf; and
- (b) certifying the signature or mark of the party or the signature of the person, if any, who signed on the party's behalf.

(3) For the purposes of subsections (1) and (2), a person may be a witness for a party only if the person has reached the age of majority, is not mentally incapacitated, has no interest in the deed and is not the spouse, or relative of the first degree, of the party.

General Provisions

- 7. Nothing in this Schedule D has the effect of exempting a deed from the provisions of Schedule B.

SCHEDULE E

FORM OF RESOLUTION APPROVING THIS GOVERNANCE AGREEMENT AND CREE CONSTITUTION

GRAND COUNCIL OF THE CREES (EYYOU ISTCHEE)
/CREE NATION GOVERNMENT

BOARD/COUNCIL

RESOLUTION 2017-●

**SUBJECT: APPROVAL OF CREE NATION GOVERNANCE AGREEMENT AND CREE
CONSTITUTION**

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

WHEREAS the *James Bay and Northern Québec Agreement* was approved, given effect and declared valid by the *James Bay and Northern Québec Native Claims Settlement Act*³³ and the *Act approving the Agreement concerning James Bay and Northern Québec*³⁴;

WHEREAS on February 21, 2008, the Government of Canada, the Grand Council of the Crees (Eeyou Istchee) and the Cree Regional Authority, now designated as the Cree Nation Government, entered into the *Agreement concerning a New Relationship between the Government of Canada and the Crees of Eeyou Istchee* ("**New Relationship Agreement**");

WHEREAS Part 2 of Chapter 3 of the *New Relationship Agreement* sets out a process for negotiations leading to an agreement concerning Cree Nation governance ("**Cree Nation Government Agreement**");

WHEREAS it is appropriate to address in the *Cree Nation Government Agreement* arrangements concerning Cree local and regional government on Category IA lands, as well as certain provisions of the *James Bay and Northern Québec Agreement* relating to the land regime governing Category IA lands;

WHEREAS it is appropriate to enter into the *Cree Nation Government Agreement* with the Government of Canada as a nation-to-nation agreement which will provide for the modernization of the governance regime on Category IA lands contemplated, at the local level, in Section 9 of the *James Bay and Northern Québec Agreement* and previously provided for in legislative form in the *Cree-Naskapi (of Quebec) Act*;

³³ S.C. 1976-77, c. 32.

³⁴ CQLR, c. C-67.

WHEREAS the *Cree Nation Government Agreement* aims to promote greater autonomy and greater responsibility on the part of the Crees for governance on Category IA lands in the context of and in compliance with Section 9 of the *James Bay and Northern Québec Agreement*;

WHEREAS the *Constitution Act, 1982*³⁵ recognizes and affirms the existing Aboriginal and treaty rights of the Aboriginal peoples of Canada,

WHEREAS the inherent right of self-government is an existing Aboriginal right under section 35 of the *Constitution Act, 1982*;

WHEREAS Part 2 of Chapter 3 of the *New Relationship Agreement* also provides that the Cree Nation will develop a Constitution ("**Cree Constitution**"), which shall be effective as the fundamental law of the Cree Nation, shall be consistent with the *Cree Nation Government Agreement* and shall come into force at the same time as the *Cree Nation Government Agreement*;

WHEREAS it is appropriate to set out in the *Cree Constitution* arrangements regarding the exercise of the Cree right of self-government in relation to the administration and internal management of the Cree First Nations and the Cree Nation Government on Category IA lands;

WHEREAS the *Cree Constitution* is an instrument of internal self-government of the Cree Nation and is subject to its full control with regard both to its adoption and to its future amendment to take account of the context and changing conditions;

NOW THEREFORE, BE IT RESOLVED:

THAT the Grand Council of the Crees (Eeyou Istchee) / Cree Nation Government do hereby approve the *Agreement on Cree Nation Governance between the Crees of Eeyou Istchee and the Government of Canada* and the *Constitution of the Cree Nation of Eeyou Istchee* on the basis of the drafts, dated ●, 2017, submitted to and reviewed by this meeting;

THAT the Grand Chief / Chairman, the Deputy Grand Chief / Vice Chairman and such other persons as the Grand Chief may designate be and are hereby authorized to sign the *Agreement on Cree Nation Governance between the Crees of Eeyou Istchee and the Government of Canada* for and on behalf of the Grand Council of the Crees (Eeyou Istchee) / Cree Nation Government substantially in accordance with the draft of such Agreement, dated ●, 2017 submitted to this meeting and attached hereto.

Proposed by: _____

Seconded by: _____

Action: _____

Corporate Secretary

³⁵ Schedule B to the *Canada Act 1982*, 1982, c. 11 (U.K.).