

FRAMEWORK AGREEMENT

BETWEEN

THE CREES OF EYYOU ISTCHEE

AND

THE GOUVERNEMENT DU QUÉBEC

ON

GOVERNANCE IN THE EYYOU ISTCHEE JAMES BAY TERRITORY

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FRAMEWORK AGREEMENT

ON GOVERNANCE IN THE EYYOU ISTCHEE JAMES BAY TERRITORY

Between: **THE GOUVERNEMENT DU QUÉBEC**, represented by le premier ministre, Jean Charest, la vice-première ministre et ministre des Ressources naturelles et de la Faune, Nathalie Normandeau, le ministre responsable des Affaires autochtones, Geoffrey Kelley, le ministre des Affaires municipales, des Régions et de l'Occupation du territoire, Laurent Lessard, et le ministre responsable des Affaires intergouvernementales canadiennes et de la Francophonie canadienne, Pierre Moreau,

(hereinafter "**Québec**")

And: **THE CREES OF EYYOU ISTCHEE** acting through the Grand Council of the Crees (Eeyou Istchee) and the Cree Regional Authority, represented by Dr. Matthew Coon Come, Grand Chief and Chairman, and Ashley Iserhoff, Deputy Grand Chief and Vice-Chairman,

(hereinafter, the "**Crees**")

(Québec and the Crees hereinafter called together the "**Parties**" and separately a "**Party**")

PREAMBLE

WHEREAS, by exchange of letters dated February 25, 2010 between Grand Chief Dr. Matthew Coon Come and the Premier ministre Jean Charest, the Parties agreed to establish a direct, high level Cree-Québec process to resolve expeditiously certain elements of a Dispute (as hereinafter defined);

WHEREAS the Parties wish to enter into a Nation-to-Nation agreement which will provide for the modernization of the governance regime in the Eeyou Istchee James Bay territory ("**Territory**") and the inclusion of the Crees in this governance regime;

WHEREAS this Framework Agreement ("**Agreement**") aims to promote greater autonomy and greater responsibility on the part of the Crees for governance in the Territory, in particular with respect to land and resource use and planning;

WHEREAS this Agreement also envisages greater participation by the Crees in the governance of the Category III lands within the Territory in partnership with the other residents of the Territory;

WHEREAS this Agreement and the Final Agreement (as hereinafter defined) shall be based on a governance model which relies on the principles of sustainable development, partnership and respect for the traditional way of life of the Crees in accordance with the provisions of the *James Bay and Northern Québec Agreement* ("**JBNQA**") and the *Agreement concerning a New Relationship between le Gouvernement du Québec and the Crees of Québec* concluded on February 7, 2002 ("**Paix des braves**") as well as the government orientations and policies as adapted to take into account the context of the Crees as further detailed herein.

WHEREAS this Agreement and the Final Agreement shall promote the emergence of Cree expertise in the fields of local and regional governance, land and resource use and planning, for the benefit of the Crees and of Québec in general;

WHEREAS this Agreement does not contemplate and does not affect the obligations of Canada towards the Crees stipulated in, among other, the JBNQA and the *Agreement concerning a New Relationship between the Government of Canada and the Cree of Eeyou Istchee* concluded on February 21, 2008 (“**Federal NRA**”);

WHEREAS the Parties intend this Agreement to serve as the basis for negotiating and concluding a Nation-to-Nation Final Agreement between the Crees and Québec on Governance on the Territory (“**Final Agreement**”);

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

I. CONTEXT

1. A dispute has arisen between the Crees and Québec regarding (i) the *Act to amend the James Bay Region Development Act and other legislative provisions*¹ and (ii) the *Act respecting the ministère du développement économique et régional et de la Recherche*² with respect to the Regional Council of Elected Officers and the Regional Development Fund (“**Dispute**”).
2. The Crees consider that the current boundaries of the Municipalité de Baie-James (“**MBJ**”) were established without taking account of traditional Cree occupation and use of the Territory and it is necessary to better align the governance of the Territory with such Cree occupation and use;
3. In his report dated November 4, 2008 concerning certain elements of the Dispute, the Honourable Réjean F. Paul, Judge of the Superior Court of Québec, asserted (i) that the Crees of Eeyou Istchee must be involved in the management of the entire territory subject to the JBNQA, including the Category II and III lands on which certain Cree “traplines” (or Cree traditional family territories) are located, and (ii) that the Crees must actively participate in the establishment of a modern municipal regime, one in which they will obtain their rightful place in the governance of their territory subject to the JBNQA.
4. The Cree Nation and the Québec Nation agree to place emphasis in their relations on those aspects that unite them as well as on their common desire to continue the development of Northern Québec and the self-fulfillment of the Cree Nation. The Cree Nation must continue to benefit from its rich cultural heritage, its language and its traditional way of life in a context of growing modernization.
5. This Agreement marks another important stage in the new Nation-to-Nation relationship contemplated in the Paix des braves, one that is open, respectful of the other community and that promotes a greater responsibility on the part of the Cree Nation for its own development within the context of greater autonomy.

II. OBJECTIVES AND PRINCIPLES

6. This Agreement and the ensuing Final Agreement shall have the following objectives:
 - (a) The exercise by the Crees of greater autonomy and greater responsibilities regarding the governance of Category IB and II lands, in particular with respect to governance powers of a local and regional nature concerning, among other things, the planning and use of the territory and resources;

¹ S.Q. 2001, c. 61, formerly known as Bill 40 (2001).

² S.Q. 2003, c. 29, as amended by S.Q. 2006, c. 8 and c. 60, now incorporated into Divisions IV.3 and IV.4, sections 21.5 to 21.29 of the *Act respecting the ministère des Affaires municipales, des Régions et de l’Occupation du territoire*, R.S.Q., c. M-22.1.

- (b) The modernization of the governance regimes at the regional level on Categories II and III lands situated in the Territory;
 - (c) The concrete participation by the Crees in the governance of the Category III lands within the Territory in partnership with the other residents of the Territory;
 - (d) The strengthening of the Nation-to-Nation relationship between the Cree Nation and the Québec Nation, based on the common will of the parties to continue the development of the Territory for the benefit of the residents of the Territory and the entire population of Québec and to seek the flourishing of the Crees within a context of growing modernization;
 - (e) The assumption of greater responsibility by the Cree Nation in relation to its political, governmental and economic development and, in so doing, the achievement of increased autonomy with a greater capacity to respond, in partnership with Québec, to the needs of the Cree population;
 - (f) The definitive settlement or definitive withdrawal of the legal proceedings opposing the Crees and Québec in respect of Section 11B of the JBNQA (“**Legal Proceedings**”);
 - (g) The settlement of the Dispute between the Crees and Québec.
7. The provisions of the JBNQA, the Paix des braves and of the other existing agreements and existing financial arrangements between the Crees and Québec shall continue to apply in the absence of express indications to the contrary in this Agreement or in the Final Agreement.
 8. For greater certainty, Québec confirms that nothing contained in this Agreement shall prejudice, detrimentally affect or restrict the rights of the Crees as set out in paragraphs 2.11, 2.12 and 28.1.1 of the JBNQA.
 9. Except when expressly provided in the Final Agreement, nothing in this Agreement, the Final Agreement or any Complementary Agreement or any legislation giving effect to the Final Agreement shall affect or prejudice or shall be interpreted in such a way as to affect, modify or prejudice the rights, privileges and benefits of the Crees under the JBNQA (including the continuation of the present system of Cree “traplines” or traditional Cree family territories as mentioned in paragraph 24.3.25 of the JBNQA), the Paix des braves, the Federal NRA or under any other agreement or undertaking to which the Crees, Québec or Canada are parties.
 10. Nothing in this Agreement, the Final Agreement or in any Complementary Agreement amending the JBNQA flowing from the Final Agreement shall affect, modify or prejudice or shall be interpreted as affecting, modifying or prejudicing:
 - (a) any of the rights, privileges and benefits of the Inuit of Nunavik under the JBNQA or under any other agreement or undertaking to which the Inuit of Nunavik, Québec or Canada are parties;
 - (b) any of the jurisdictions, authorities and responsibilities of the Kativik Regional Authority, the Nunavik Regional Government (in the event of its establishment), the Kativik School Board, the Nunavik Regional Board of Health and Social Services, any Northern village, any other Inuit local government or any Inuit entity contemplated by the JBNQA;

save with the express consent in writing of Makivik Corporation, the Crees, Québec and, if applicable, Canada.

11. The governance regimes provided for herein for Category II lands and for Category III lands shall not apply to the Category II lands of Whapmagoostui and to the Cree traditional family territories north of the 55th parallel unless an agreement is reached to this effect between the Crees and Makivik Corporation and it is approved by Québec.
12. Nothing in this Agreement, in the Final Agreement or in any Complementary Agreement or in any legislation seeking to implement the Final Agreement shall:
 - (a) adversely affect the rights, claims or interests, whatever they may be, invoked by any other First Nation, including the Innus, the Atikamekw and the Algonquins; or
 - (b) constitute a recognition by the parties to this Agreement of such rights, claims or interests.
13. This Agreement does not concern or affect:
 - (a) the obligations of Canada toward the Crees of Eeyou Istchee, including those listed in the JBNQA and the Federal NRA;
 - (b) the negotiations between the Crees and Canada pursuant to Part 2 of Chapter 3 of the Federal NRA.

III. CREE GOVERNANCE ON CATEGORY IB LANDS

14. Québec and the Crees shall undertake in the Final Agreement to examine, in the context of the JBNQA, Cree governance on Category IB lands with the objective of ensuring its operational effectiveness, simplicity and technical and financial viability.

IV. CREE GOVERNANCE ON CATEGORY II LANDS

15. Subject to the provisions of the JBNQA, including Sections 5 and 24, and *An Act respecting the Land Regime in the James Bay and New Québec Territories*³ and other pertinent legislation related to the JBNQA, as adapted in accordance with the provisions hereof and of the Final Agreement, Category II lands shall remain public lands of Québec governed by Québec laws.
16. Notwithstanding section 15, the provisions of paragraph 5.2.3 of the JBNQA regarding the replacement and compensation of Category II lands taken for development purposes shall be assessed in the negotiations leading to the Final Agreement with respect to cases where a Cree community, institution or enterprise has an interest in the project.
17. Category II lands shall not form part of the MBJ or of any other municipality.

A. Cree Regional Authority / Cree Nation Government

18. The Cree Regional Authority (“**CRA**”) shall continue to exist as the same legal person under the name “Eeyou Tapayatachesoo” in Cree, “Cree Nation Government” in English and “Gouvernement de la Nation Crie” in French. Its structure and composition shall remain as at present until otherwise agreed by the Parties.

³ R.S.Q., c. R-13.1.

B. Jurisdictions, Functions and Powers

19. The Cree Nation Government shall exercise jurisdictions, functions and powers over Category II lands under Québec laws as outlined in this Agreement and provided for in the Final Agreement, with respect to, in particular, municipal management, management of natural resources and land management.
20. Subject to the provisions of the JBNQA, the jurisdictions, functions and powers that will be attributed to the Cree Nation Government on Category II lands shall be exercised without discrimination between the Crees of Eeyou Istchee and other citizens.
21. Subject to the JBNQA and the Paix des braves, the third party interests, such as (i) permits, (ii) leases, (iii) mining claims and (iv) timber supply and forest management agreements (CAAF's) with a view to the continued access of the forestry industry to the resources as provided for therein, existing on Category II lands at the time of signature of this Agreement shall be maintained in accordance with the applicable laws.

1. Municipal Management

22. In the field of municipal management over Category II lands, the jurisdictions, functions and powers of the Cree Nation Government shall be at least equivalent to those currently attributed to the MBJ and the James Bay Regional Zone Council ("**JBRZC**") in respect of Category II lands pursuant to, as the case may be and without limitation, Section 11B of the JBNQA (with regard to the JBRZC), the *James Bay Region Development and Municipal Organization Act*⁴, the *Act respecting the James Bay Regional Zone Council*⁵, the *Municipal Powers Act*⁶ and the *Cities and Towns Act*⁷.
23. Moreover, the Cree Nation Government shall have the right, at its request, to exercise certain other jurisdictions, functions and powers, as adapted to take into account the context of Category II lands and the institutional capacity of the Crees. Such adaptations shall be subject to agreement between the Crees and Québec. These other jurisdictions, functions and powers are those of a regional county municipality ("**MRC**") and may include, among others:
 - (a) The planning of land use and development in the territory, as provided for in the *Act respecting land use planning and development*⁸ (or its successor legislation, the *Sustainable Regional and Local Land Use Planning Act*) (collectively, the ("**Land Use Act**"), including, in particular, the development of a land use and development plan, a strategic vision for economic, social, cultural and environmental development and the other elements pertinent for the planning exercise provided for in the Land Use Act. Such land use and development plan and strategic vision shall be consistent with the policies, principles and objectives to be determined by the Cree Nation Government in consultation with the Cree communities and with the concurrence of Québec;

⁴ R.S.Q., c. D-8.2.

⁵ R.S.Q., c. C-59.1.

⁶ R.S.Q., c. C-47.1.

⁷ R.S.Q., c. C-19.

⁸ R.S.Q., c. A-19.1.

- (b) Regional economic development;
 - (c) Establishment of a fund to provide financial support for operations to develop land or forest resources;
 - (d) Management of rivers and waterways, as stipulated in the *Municipal Powers Act*;
 - (e) Establishment and management of regional parks;
 - (f) Power and telecommunications;
 - (g) Planning of residual matter (waste) disposal;
 - (h) Such other jurisdictions, functions and powers as may be specified in the Final Agreement.
24. The JBRZC shall be abolished and its rights, functions, assets and liabilities shall vest in the Cree Nation Government, subject to a due diligence exercise to be carried out by the CRA and Québec to their satisfaction prior to the conclusion of the Final Agreement.

2. Regional Conference of Elected Officers (CRÉ)

25. The Cree Nation Government shall be deemed to be a Regional Conference of Elected Officers (“**CRÉ**”) for the Crees of Eeyou Istchee and with respect to Category I and II lands.
26. The Cree Nation Government shall, in consultation with the Cree communities, exercise all the powers and responsibilities of a CRÉ and regional land and natural resource commission (“**CRRNT**”) provided for in Québec laws, including the *Act respecting the ministère des Affaires municipales, des Régions et de l’Occupation du territoire* and Orders in Council 929-2005, 415-2006 and 179-2008, with regard to, in particular, economic development, regional development funding and the management of natural resources and management of the territory, the whole as provided for in this Agreement and the Final Agreement. These powers and functions shall include, without limitation, the following:
- (a) act as privileged interlocutor with Québec concerning regional development;
 - (b) assume responsibility for regional and local planning and development organizations;
 - (c) promote concerted action among the region’s partners;
 - (d) advise the ministère des Ressources naturelles et de la Faune (“**MRNF**”) on regional development questions;
 - (e) put in place five-year development plans that determine the general and regional development objectives for the region;
 - (f) enter into specific agreements with the departments or entities of the Government or with other partners in order to exercise powers and responsibilities;
 - (g) draw up one or more Regional Land and Resource Use Plans (“**RLRUP**”) with respect to Category II lands.

27. The conditions and the terms for the exercise of functions and powers which shall be exercised by the Cree Nation Government shall be further defined in the Final Agreement. However, these functions, responsibilities and powers shall be exercised taking into account the following:
 - (a) the policies, principles and objectives to be determined by the Cree Nation Government in consultation with the Cree communities and with the concurrence of Québec;
 - (b) the special vocation of Category II lands for the Crees under the JBNQA; and
 - (c) the status of Category II lands as public lands (subject to the provisions of the JBNQA, including Sections 5 and 24), concerning, in particular, public access to lands in the domain of the State and free circulation, having due regard to Cree harvesting rights and land use and occupation on Category II lands.
28. Special arrangements shall be determined in the Final Agreement regarding monitoring mechanisms and reporting in order to take into account the institutional capacity of the Cree Nation Government.

3. Planning Processes

29. The planning process for the RLRUP on Category II lands shall be as provided for hereinafter.
30. The Cree Nation Government shall establish an Eeyou Planning Commission ("**Commission**") composed of members of the Cree communities designated by the Cree Nation Government.
31. The Commission shall prepare, after consulting the Cree Nation Government and the Cree communities and such other persons and entities as the Commission deems appropriate, a draft regional land and resource use plan for Category II lands ("**Draft Plan**").
32. In preparing the Draft Plan, the Commission shall also consult the Regional Government of Eeyou Istchee James Bay mentioned in section 50 with a view to harmonizing the Draft Plan, as much as possible, with the regional land and natural resource plan of this Regional Government.
33. Upon completion of the Draft Plan, the Commission shall make it public and solicit comments from all interested persons, including the Cree communities, Cree entities, Cree beneficiaries, relevant Government agencies and the general public.
34. The Commission shall:
 - (a) conduct public hearings on the Draft Plan;
 - (b) evaluate the Draft Plan in light of comments from all interested persons and representations made at the public hearings;
 - (c) if it deems it necessary, revise the Draft Plan; and
 - (d) make public the Draft Plan, with or without revision.
35. After completing the steps mentioned in section 34, the Commission shall submit the Draft Plan to the Cree Nation Government which shall, as soon as practicable:
 - (a) accept it; or

- (b) refer it back to the Commission for reconsideration accompanied by written reasons, in which case the Commission shall make appropriate revisions to the Draft Plan in light of the written reasons of the Cree Nation Government and resubmit the revised Draft Plan to the Cree Nation Government for acceptance.
36. Upon acceptance of the Draft Plan, the Cree Nation Government shall make it public and shall submit it to the MRNF along with the relevant documents pertaining to the process and the results of the consultation.
37. The Cree Nation Government and the MRNF shall meet to review the Draft Plan. They shall endeavour in good faith, through cooperation and consultation, to arrive at a mutually satisfactory agreement regarding the Draft Plan.
38. If, after 90 days, the Cree Nation Government and the MRNF are unable to reach agreement on the Draft Plan, the matter shall be referred pursuant to section 12.5 of the Paix des braves for resolution to the Standing Liaison Committee established pursuant to Chapter 11 of the Paix des braves.
39. Within 90 days of the reference mentioned in section 38, the Standing Liaison Committee shall submit its recommendations (whether unanimous or divergent) to the Cree Nation Government and to the ministre des Ressources naturelles et de la Faune (“**Minister**”).
40. Upon receipt of the Draft Plan and recommendations of the Standing Liaison Committee, the Minister shall, as soon as possible:
- (a) approve it; or
- (b) refer it back to the Cree Nation Government for reconsideration by the Commission, accompanied by written reasons, provided that such reasons shall be for public health, public security, conservation, environmental protection or unreasonable restriction on public access or on the enhancement or development of the land and resources.
41. Where applicable, the Commission shall reconsider the Draft Plan in light of the written reasons of the Minister and shall resubmit the Draft Plan to the Cree Nation Government which shall submit it to the Minister for approval.
42. If the Minister is unwilling or unable to approve the Draft Plan resubmitted pursuant to section 41, he shall, before making a final determination, meet with the Cree Nation Government to explain and discuss his position.
43. Upon approval by the Minister, the Draft Plan shall become the official Regional Land and Resource Use Plan for the relevant Category II lands (“**Plan**”) and shall be implemented.
44. For such purpose, the Cree Nation Government and Québec shall enter into a specific agreement in order to implement the Plan and to adapt Government activities to the regional characteristics of Eeyou Istchee and Category II lands as set forth in the Plan.
45. The same conditions and process as set forth in sections 27 and 30 to 44 shall apply, with such modifications as the circumstances may require, to the regional land use and development plan prepared by the Cree Nation Government for Category II lands in accordance with the Land Use Act, provided that such plan shall not be subject to consultations with the Regional Government of Eeyou Istchee James Bay.

4. Land and Forest Management

46. The Final Agreement shall provide, on a Nation-to-Nation basis, that the Cree Nation Government may, subject to the JBNQA, and consistent with the policies, principles and objectives to be determined by the Cree Nation Government in consultation with the Cree communities and with the concurrence of Québec, exercise, in progressive phases over five years, on Category II lands the powers attributable under Québec laws to an MRC elsewhere in Québec regarding planning, management and regulatory powers over lands, property situated thereon and forestry resources, the whole on terms and conditions to be determined by the Parties in the negotiations leading to the Final Agreement.

C. Société de développement de la Baie James

47. It is the intention of the Parties that the rights, functions, powers and assets that are currently attributed to, or in the possession of, the Société de développement de la Baie James (“**SDBJ**”) under the *James Bay Region and Municipal Organization Act* pertaining to Category II lands shall be transferred to the Cree Nation Government/Cree Development Corporation or an entity controlled by it, subject to a due diligence exercise to be carried out by the CRA to its satisfaction and to equitable modalities as between the Cree Nation Government exercising jurisdiction on Category II lands and the Regional Government mentioned in section 50 exercising jurisdiction on Category III lands, to be determined in the Final Agreement.
48. The Parties shall take the steps necessary, including the amendment of the JBNQA, to remove the SDBJ as a “party” to the JBNQA, including for the purpose of giving consent to any future amendment or modification of the JBNQA as contemplated in subsection 2.15 thereof.

V. GOVERNANCE ON CATEGORY III LANDS

49. Subject to the provisions of the JBNQA, including Sections 5 and 24, and *An Act respecting the Land Regime in the James Bay and New Québec Territories* and other pertinent legislation related to the JBNQA, as adapted in accordance with the provisions hereof and of the Final Agreement, Category III lands shall remain public lands of Québec governed by Québec laws.

A. Eeyou Istchee James Bay Regional Government

50. The MBJ shall be abolished and replaced by a public, regional government that shall be established by statute of Québec with the name of “Gouvernement régional d’Eeyou Istchee Baie-James” in French, “___” in Cree, and “Eeyou Istchee James Bay Regional Government” in English (“**Regional Government**”). It shall comprise representation of the Crees and the other residents of the Territory.
51. Subject to the provisions hereof, the Regional Government shall succeed, upon its establishment, to the rights, powers, assets and obligations of the MBJ, in accordance with modalities to be determined in the Final Agreement.
52. The localities already constituted pursuant to the provisions of the *James Bay Region Development and Municipal Organization Act* (“**Localities**”) shall retain access to services.
53. The employees of the MBJ (other than in their capacity as elected officials) at the time of conclusion of this Agreement shall retain their current employment and terms of employment within the Regional Government.

54. The Regional Government shall adopt a policy concerning employment, training, hiring and professional development. More specifically, the Regional Government shall adopt administrative measures in order to facilitate the access by Cree workers to employment opportunities within the Regional Government as well as their training and professional development.

B. Territory of Application

55. The Regional Government shall, subject to sections 56 and 57, have jurisdiction over the Category III lands now comprised in the territory of the MBJ.
56. The Cree Nation Government and the Regional Government shall not exercise powers, jurisdictions and responsibilities on lands located north of the 55th parallel, unless an agreement to this effect is reached between the Crees and Makivik Corporation or, as the case may be, the Nunavik Regional Government and such agreement is approved by Québec.
57. The Parties shall undertake in the Final Agreement to establish a process with a view to adjusting the eastern, south-eastern and southern boundaries of the territory subject to the jurisdiction of the Regional Government so as to follow the eastern, south-eastern and southern limits of the Cree traditional family territories, beyond the current limits of the MBJ, subject to:
- (a) prior agreement between the Crees and the Innus, Atikamekw and Algonquins, as the case may be; and
 - (b) mutually satisfactory arrangements between the Crees and Québec regarding the adjustment of the boundaries.
58. For clarity, the territory subject to the jurisdiction of the Regional Government shall not include:
- (a) category I and II lands;
 - (b) the municipalities of Chibougamau, Chapais, Matagami and Label-sur-Quévillon ("**Municipalities**").

C. Governing Structure

59. The governing structure of the Regional Government shall be composed of representatives of the Crees and of residents of the Municipalities as well as, during the first five years of operation of the Regional Government, representation of Quebec central government. The Parties shall assess the representation of the Localities in the MBJ Territory on the governing structure of the Regional Government, upon recommendations of the sub-table to be established by the Parties in accordance with section 65, provided that any such representation shall be exercised (i) through the Municipalities or (ii) through consultations with the Localities on services and operations that directly affect them. The representation of Quebec central government shall be reassessed after the first five years of operation.
60. During the first ten years of operation of the Regional Government, and subsequently until the formula mentioned in section 61 comes into force with the agreement of the Crees and Québec, the Crees and the residents of the Municipalities shall have parity of votes on its governing structure.
61. After the period mentioned in section 60, representation and voting rights of the Crees and of the residents of the Municipalities on the governing structure of the Regional Government shall be based on resident population in accordance with a formula to be agreed by the Crees and Quebec based on democratic principles and demographic realities, to be further defined in the Final Agreement.

62. The Cree employees of Cree Entities (as defined in the Paix des braves), Cree patients and Cree students outside the Territory shall be deemed to form part of the resident population for the purposes of the formula mentioned in section 61.
63. The representation of the Crees and of the residents of the Municipalities on the governing structure shall be reassessed every ten (10) years after the coming into effect of the formula mentioned in section 61.
64. The rules of operation of the governing structure shall be defined in the Final Agreement. These rules may provide for, among other things, a special majority vote to decide certain questions depending on the nature or geographical scope of the questions.
65. After the signature of this Agreement, the Parties shall establish a sub-table comprising representatives of the Crees, Québec and the Municipalities to propose recommendations to the main Cree-Québec negotiations table regarding the governing structure of the Regional Government and its rules of operation. The sub-table shall report to and be subject to the direction of the main Cree-Québec negotiations table.

D. Jurisdictions, Powers and Functions

(a) Municipal/MRC/CRÉ/CRRNT

66. The Regional Government shall possess at a minimum the same jurisdictions, powers and functions as those now possessed by the MBJ on Category III lands. The Regional Government shall also have the right, at its request, to exercise the jurisdictions, powers and functions of an MRC on these lands, subject to modalities to be determined in the Final Agreement. It shall also exercise there the powers of a CRÉ, subject to section 73. The Regional Government shall exercise the functions of a CRRNT on Category III lands and in this capacity, it shall prepare a PRDIRT applying to this category of lands. The Regional Government shall consult the Cree Nation Government with a view to harmonizing, as much as possible, their PRDIRT applying to Category III lands and RLRUP applying to Category II lands, respectively.
67. The Regional Government shall possess all the powers required to fulfill the obligations stipulated in an agreement to which it is party with the government or one of its ministers and agencies, with a mandatar of the State or, if the agreement at issue is one excluded from the application of the *Act respecting the ministère du Conseil exécutif*⁹ or for the conclusion of which prior authorization was obtained under this Act, with the Government of Canada or one of its ministers, agencies or mandataries.

(b) SDBJ

68. It is the intention of the Parties that the rights, functions, powers and assets that are currently attributed to, or in the possession of, the SDBJ under the *James Bay Region and Municipal Organization Act* pertaining to Category III lands shall be transferred to the Regional Government or an entity controlled by it, subject to equitable modalities as between the Cree Nation Government exercising jurisdiction on Category II lands and the Regional Government exercising jurisdiction on Category III lands, to be determined in the Final Agreement.
69. The employees of the SDBJ (other than in their capacity as members of the board of directors) at the time of conclusion of this Agreement, shall retain their employment and conditions of employment within the Regional Government or the Cree Nation Government/Cree Development Corporation or an entity controlled by it, as the case may be.

⁹ R.S.Q., c. M-30.

70. The entities mentioned in section 69 shall adopt a policy concerning employment, training, hiring and professional development. More specifically, these entities shall adopt administrative measures in order to facilitate the access by Cree workers to employment opportunities within the entities as well as their training and professional development.

VI. FINANCIAL ASPECTS

71. The financial arrangements pertaining to the governance of Category II and III lands shall be determined in the Final Agreement, on the basis of, among others, the following considerations:
- (a) With respect to the powers, jurisdictions and responsibilities that the CRA (Cree Nation Government) shall exercise on Category II lands pursuant the Final Agreement, Québec shall provide it with the financial support that Québec provides to municipalities and, as the case may be, to MRC's and CRÉ's, for the exercise of comparable powers, jurisdictions and responsibilities, taking into account the Cree context and the institutional capacity of the Cree Nation Government.
 - (b) Concerning Category III lands, the remuneration and the benefits, as the case may be, of the members of the council of the Regional Government shall be established on the basis of, in particular, the applicable laws in the field of remuneration and of pension plans for elected municipal officers, with the necessary adaptations.
72. The Crees and the Municipalities shall retain their respective benefits from development projects. For the Crees and the Municipalities, this means, in particular, that the benefits agreed upon with the Crees or the MBJ, as the case may be, within the context of hydroelectric projects will not form part of the property of the Regional Government.
73. The Cree Nation Government and the Regional Government shall also retain, within the context of the application of the *Act respecting the ministère des Affaires municipales, des Régions et de l'Occupation du territoire*, access to the Regional Development Funds attributable to the CRÉ-CRA and CRÉ-BJ respectively, subject to the equitable allocation and, if applicable, adjustment of the amount of such Funds.

VII. FINAL PROVISIONS

A. Negotiation of Final Agreement

74. The Crees and Québec shall negotiate diligently and in good faith with a view to concluding negotiation of a Final Agreement incorporating the provisions of this Agreement within a period of one year from the signing of this Agreement or such later date as the Crees and Québec may agree in writing, failing which, this Agreement shall have no force or effect. The Final Agreement shall replace this Agreement.

B. Standing Liaison Committee

75. The Standing Liaison Committee established under Chapter 11 of the Paix des braves shall exercise the same mandates as provided for therein in respect of the Final Agreement.

C. Forestry

76. Subject to the other provisions of this Agreement relating to the governance of forestry resources, measures relating to the governance of forestry resources in the territory contemplated in Chapter 3 of the Paix des braves, as referred to in the letter of November 30, 2009 from the vice-première ministre Nathalie Normandeau to Grand Chief Matthew Coon Come, shall be addressed by the Parties in the negotiations leading to the Final Agreement. The Parties shall establish a sub-table comprising representatives of the Crees and Québec to discuss and to propose recommendations to the main Cree-Québec negotiations table regarding governance of forestry resources and the coordination of the roles of the responsible agencies in this regard. This sub-table shall report to and be subject to the direction of the main Cree-Québec negotiations table.
77. Measures relating to the harmonization of the Adapted Forestry Regime and the *Sustainable Forest Development Act*¹⁰, shall continue to be addressed by the Parties at the Cree-Québec Table on the Development of the Adapted Forestry Regime and Other Forestry Issues, in particular the Adapted Forestry Regime provided for in Section 30A of the JBNQA and Chapter 3 of the Paix des braves, established pursuant to the letter of November 30, 2009 from the vice-première ministre Nathalie Normandeau to Grand Chief Matthew Coon Come.

D. Review

78. Within five years of the coming into force of the Final Agreement, the Parties shall review, under the aegis of the Standing Liaison Committee, the implementation of the Final Agreement and all matters related thereto.

E. Legal Proceedings / Dispute

79. The Final Agreement shall provide for the definitive settlement or definitive withdrawal of the Legal Proceedings as well as of the Dispute.
80. The Legal Proceedings shall not proceed with respect to the Parties during the negotiation of the Final Agreement.

F. Complementary Agreement

81. The Parties shall undertake in the Final Agreement to conclude a Complementary Agreement to the JBNQA that will make it possible to ensure compatibility between the JBNQA and the Final Agreement.

G. Legislation

82. Québec shall undertake in the Final Agreement to apply the appropriate legislative process to implement the Final Agreement and to make the required amendments to existing laws, including the *James Bay Region Development and Municipal Organization Act* and the *Act respecting the ministère des Affaires municipales, des Régions et de l'Occupation du territoire* (concerning the mandates of the CRÉ and the CRRNT) in so far as is necessary to give effect to the Final Agreement.

¹⁰ S.Q., c. 10.

H. Transitional Measures

83. The exercises related to the PRDIRT and the Public Land Use Plan (PATP) shall be suspended in the Territory pending the conclusion of the Final Agreement.

I. Interpretation

84. The preamble forms an integral part of this Agreement.
85. This Agreement is neither a treaty nor a land claim agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

**IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED AT QUÉBEC CITY ON
THIS 27TH DAY OF MAY 2011:**

For Québec:

For the Crees:

Jean Charest
Premier ministre

Dr. Matthew Coon Come
Grand Chief of the Grand Council of the
Crees (Eeyou Istchee)
Chairman of the Cree Regional Authority

Nathalie Normandeau
Vice-première ministre et ministre des
Ressources naturelles et de la Faune

Ashley Iserhoff
Deputy Grand Chief of the Grand
Council of the Crees (Eeyou Istchee)
Vice-Chairman of the Cree Regional
Authority

Geoffrey Kelley
Ministre responsable des Affaires
autochtones

Matthew Mukash
Former Grand Chief of the Grand
Council of the Crees (Eeyou Istchee)
Former Chairman of the Cree Regional
Authority

Laurent Lessard
Ministre responsable des Affaires
municipales, des Régions et de
l'Occupation du Territoire

Dr. Ted Moses, O.Q.
Former Grand Chief of the Grand
Council of the Crees (Eeyou Istchee)
Former Chairman of the Cree Regional
Authority

Pierre Moreau
Ministre responsable des Affaires
intergouvernementales canadiennes et
de la Francophonie canadienne

Bill Namagoose
Executive Director of the Grand Council
of the Crees (Eeyou Istchee)