

AGREEMENT

**Concerning the payment of a grant of \$350,000
to the Cree Nation Government in order to support the development
and management of a network of protected areas on the James Bay
territory for the 2019-2022 period**

BETWEEN

LE GOUVERNEMENT DU QUÉBEC

AND

THE CREES OF EYYOU ISTCHEE

Initials of the
person with
authority to act

GRANT AGREEMENT

BETWEEN: **LE GOUVERNEMENT DU QUÉBEC**, represented by le ministre de l’Environnement et de la Lutte contre les changements climatiques, M. Benoit Charette, la ministre responsable des Relations canadiennes et de la Francophonie canadienne, M^{me} Sonia Lebel and la ministre responsable des Affaires autochtones, M^{me} Sylvie D’Amours,

Hereafter: “QUÉBEC”

AND: **THE CREES OF EYYOU ISTCHEE**, acting through the Cree Nation Government (hereinafter the “CREE NATION GOVERNMENT”), a legal person established in the public interest under section 2 of the *Act respecting the Cree Nation Government* (CQLR, c. G-1.031), and through the Grand Council of the Crees (Eeyou Istchee), represented by Mr. Matthew Swallow, Treasurer;

Hereafter, together: the “PARTIES”

WHEREAS QUÉBEC has committed, within the framework of Plan Nord, to turn into protected areas 20% of QUÉBEC’s territory north of the 49th parallel by 2020;

WHEREAS the Cree nation is a key partner in achieving the objectives set by the ministre de l’Environnement et de la Lutte contre les changements climatiques (hereafter: “MINISTER”) within the framework of the Plan Nord, with regards to targets related to the safeguard of the territory, the development of environmental and biological knowledge, and the management of the network of protected areas on the James Bay territory;

WHEREAS, in July 2015, the PARTIES entered into the Agreement to resolve the Baril-Moses Forestry Dispute, which states at section 25 that: “The Parties hereby establish a joint task force [...] with a view to identifying within the [James Bay and Northern Québec Agreement (JBNQA)] Territory other areas of special ecological, environmental or cultural importance for the Cree, [...] with a view to identifying additional protected areas in the JBNQA Territory [...]”;

WHEREAS, in 2016, the PARTIES created the Cree-Québec Table on Environment and Protected Areas in order to implement said section 25 and to ensure the PARTIES’s collaboration in the achievement of conservation objectives;

N/Réf. :

WHEREAS the Cree-Québec Table on Environment and Protected Areas has committed to achieving a target amounting to 20% of protected areas on the James Bay Territory, in accordance with the protection objectives set by the Plan Nord;

WHEREAS on March 31st, 2019, the protected area network on the James Bay Territory includes 40,062 km² of protected areas, namely, 11.54% of the territory, and the MINISTER wishes to designate nearly 28,400 km² of the territory's area to be devoted to protection by December 31st, 2020;

WHEREAS since the spring of 2018, the MINISTER has started a regional planning procedure for protected areas on the James Bay Territory with the collaboration of concerned ministries;

WHEREAS until now, said procedure has allowed the identification of sectors considered by QUÉBEC for the creation of new protected areas;

WHEREAS the Cree Nation wishes to consult the Eeyou Istchee Cree communities with respect to the sectors considered by QUÉBEC in order to provide comments to the MINISTER, in particular regarding to social acceptability and the boundaries of said sectors;

WHEREAS the CREE NATION GOVERNMENT wishes to implement a project aiming at establishing new protected areas within areas of special importance for the Crees of Eeyou Istchee (hereafter: "Project");

WHEREAS the CREE NATION GOVERNMENT has obtained or is going to obtain, from the federal government, financing for the Project within the "Spaces" stream of the Canada Nature Fund;

WHEREAS the Project requires additional financial support to be carried out and QUÉBEC wishes to provide the CREE NATION GOVERNMENT with the financial support to carry out, on the James Bay territory, essential works required to achieve the territory protection objectives, including the acquisition of knowledge and the development of a protected areas' management approach which fall within the project of the Cree Nation;

WHEREAS it is adequate for the PARTIES to enter into an Agreement in order to agree on the terms and conditions related to the awarding, by QUÉBEC, of the grant to the CREE NATION GOVERNMENT;

NOW THEREFORE, the PARTIES agree to the following:

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is the awarding, by the MINISTER, of a grant to the CREE NATION GOVERNMENT in order to support its achievement of the Project during financial years 2019-2020, 2020-2021 and 2021-2022.

N/Réf. :

The term of any financial year contemplated by this Agreement begins on April 1st and ends on March 31st.

2. AMOUNT OF THE GRANT

QUÉBEC undertakes to paying to the CREE NATION GOVERNMENT, according to the terms provided for by section 3, a grant of a maximal amount of THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) in order to support it in the development of a protected areas network on the James Bay Territory.

3. GRANT'S TERMS OF PAYMENT

The amount of the grant provided for by section 2 will be paid to the CREE NATION GOVERNMENT in accordance with the following terms:

- 1° A payment of a maximal amount of \$150,000, during financial year 2019-2020, at the latest 30 days after this Agreement comes into force;
- 2° A payment of a maximal amount of \$70,000, during each of financial years 2020-2021 and 2021-2022, at the latest 30 days after the approval, by the Cree-Québec Table on Environment and Protected Areas, of the annual programming provided for by section 5 for those two financial years;
- 3° An annual payment of a maximal amount of \$30,000, during financial years 2020-2021 and 2021-2022, at the latest 30 days after the approval, by the MINISTER, of all the documents which shall be transmitted according to the annual programming of each of those financial years.

4. FINANCIAL COMMITMENT

No financial commitment of the gouvernement du Québec is valid unless there is a sufficient balance available out of an appropriation against which the expenditure arising from the commitment may be charged, in accordance to the provisions of sections 21 and 51 of the *Financial Administration Act*, (CQLR, chapter A-6.001).

5. OBLIGATIONS OF THE PARTIES

The PARTIES undertake to:

- 1° Jointly set up, for financial years 2020-2021 and 2021-2022, an annual programming for the works. Said annual programming must, in particular, provide for a schedule of the activities foreseen within the

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framework of the Project and be approved by the Cree-Québec Table on Environment and Protected Areas prior to:

a) May 31st, 2020 for financial year 2020-2021;

b) May 31st, 2021 for financial year 2021-2022.

2° Contribute, in terms of expertise and human, material and financial resources, to the successful achievement of the annual programming's activities, in accordance with the modalities provided therein.

The activities provided for in the annual programming must allow for:

1° The development of the protected areas' network;

2° The acquisition of knowledge for the purpose of informing decision making with regards to conservation, in particular concerning the boundaries of eventual protected areas which could be designated on the James Bay Territory;

3° The development of the management approach for the protected areas currently registered in the Québec Registry for Protected Areas and for those which will be added to said Registry following the regional procedure.

6. CONDITIONS FOR THE AWARDING OF THE GRANT

In order to take advantage of the grant provided for by section 2, the CREE NATION GOVERNMENT undertakes to:

1° Use the grant awarded under this Agreement solely for the purposes set out herein. Otherwise, upon the MINISTER's request and in accordance with the procedure set by the MINISTER, reimburse any amount of the grant used for purposes other than those provided herein;

2° Reimburse to the Minister, at this Agreement's expiry, any amount of the awarded grant that has not been used;

3° Indicate clearly in all Project-related communications, publications, publicities and news releases that a grant from QUÉBEC has been paid, and forward to the MINISTER a copy of such communication material;

4° Provide to the Minister, upon request, any document or relevant information related to the use of the grant;

5° Provide documents identified within the annual programming within the timeframes provided therein;

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- 6° Provide each year an annual report of works completed prior to December 31st, which must be presented to the Cree-Québec Table on Environment and Protected Areas;
- 7° Maintain a registry of expenses related to this Agreement and keep, for the purpose of auditing by QUÉBEC, the documents related to the Agreement for a period of seven (7) years following the last payment, or until the settlement of litigations and claims, if applicable, based on the latest of the two dates, unless a written authorization from QUÉBEC is obtained, and allow a QUÉBEC representative to access them and make copies of them;
- 8° Abide by the laws, regulations, decrees, ministerial orders, and standards applicable in Québec;
- 9° Avoid any situation where its personal interest (or, in the case of a corporation, the personal interest of its directors) and that of the MINISTER are in conflict or which creates an appearance of such conflict. If such a situation occurs, the CREE NATION GOVERNMENT must immediately inform the MINISTER who may, at his discretion, issue to the CREE NATION GOVERNMENT instructions on how to resolve such conflict of interest, or resiliate this Agreement in accordance with section 11;
- 10° Abide by any directive that could eventually be issued by QUÉBEC with regards to this Agreement.

7. COPYRIGHT

The PARTIES grant one another a non-exclusive, irrevocable licence allowing them to reproduce modify, adapt, operate, translate and communicate in any way whatsoever, for non-commercial purposes, data that are not confidential information within the meaning of section 8, and reports and documents produced by the PARTIES within the framework of this Agreement. Said data, reports and documents must be identified by the word "LICENCE".

Said licence has no territorial limit and will remain valid for the term of its pertaining copyright.

Any consideration for the copyright licence granted under this Agreement is included in the amount of the grant provided for by section 1.

8. CONFIDENTIALITY

QUÉBEC undertakes to maintain the confidentiality of the Confidential Information and to refrain from using in any way whatsoever or to

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disclose to a third party, without the prior written consent of the CREE NATION GOVERNMENT, any Confidential Information.

For the purposes of this Agreement, "**Confidential Information**" means any information, software or document:

- (i) Identified as confidential;
- (ii) Which constitutes traditional Cree knowledge;
- (iii) Which constitutes personal information; or
- (iv) Which is confidential by nature or treated as such by the CREE NATION GOVERNMENT;

Except for information which is in or falls under the public domain through no fault of QUÉBEC, whether said information is tangible or not, and whether or not stored, compiled or saved physically, electronically, graphically, in writing, or through any other means currently known or later created.

Any part of an information, a software or a document containing traditional Cree knowledge is also considered Confidential Information.

It is hereby agreed that the provisions related to confidentiality will survive the expiry or resiliation of this Agreement.

9. AMENDMENT

Any amendment to the content of this Agreement must be made through a written, amending agreement between the PARTIES. Said amending agreement shall not change the nature of this Agreement and will form an integral part of it. The amending agreement will come into force on the date agreed upon by the PARTIES.

10. POSTING, PUBLICITY AND COMMUNICATION

10.1. Posting and publicity

The CREE NATION GOVERNMENT undertakes to:

- 1° Clearly mention the grant awarded by QUÉBEC, and post the governmental signature as well as the logo of the ministère de l'Environnement et de la Lutte contre les changements climatiques or any other visual element determined by QUÉBEC, on the CREE NATION GOVERNMENT's Website, on the documents, and on any other publication referring to this Agreement, in accordance with the *Programme d'identification visuelle du gouvernement du Québec*;

N/Réf. :

- 2° Obtain the approval of QUÉBEC with regards to the visual elements described hereto, prior to broadcasting them publicly;

10.2. Communications

The CREE NATION GOVERNMENT undertakes to:

- 1° Mention QUÉBEC's participation in the press releases and other public relation communications made in relation to this Agreement;
- 2° In relation with public communication events related to the grant awarded by this Agreement, such as press briefings, forums, workshops or others, notify QUÉBEC in writing, at least ten (10) days in advance, that such events will be held;
- 3° Offer to a QUÉBEC representative the opportunity to speak at public activities, under the coordination of the CREE NATION GOVERNMENT, to outline the grant awarded in accordance with this Agreement.

11. RESILIATION

QUÉBEC reserves the right to resiliate this Agreement at any time, if:

- 1° The CREE NATION GOVERNMENT has given QUÉBEC false or misleading information or has made false representations;
- 2° If QUÉBEC is of the opinion that a situation has occurred where, for public interest-related reasons, the purposes for which the grant was awarded are put in question;
- 3° The CREE NATION GOVERNMENT fails to fulfill any of the terms, conditions and obligations entrusted to it by this Agreement.

In cases provided for by paragraphs 1° and 2°, the Agreement will be resiliated as of the day the CREE NATION GOVERNMENT receives, from QUÉBEC, a notice to that effect.

The establishment of the default through said notice from QUÉBEC is equivalent to a formal demand.

In cases provided for by paragraph 3°, QUÉBEC must forward a resiliation notice to the CREE NATION GOVERNMENT. The CREE NATION GOVERNMENT will have thirty (30) days to remedy the default listed and to notify QUÉBEC in writing of such, failing which, this Agreement shall be automatically resiliated, without compensation or indemnity for any cause or reason whatsoever.

N/Réf. :

In cases provided for by paragraphs 1° and 3°, QUÉBEC reserves the right to demand the total or partial reimbursement of the amount of financial aid paid on the date of resiliation.

Failure of QUÉBEC to exercise its right to resiliation shall not be construed as a waiver to exercise said right.

The CREE NATION GOVERNMENT will then be entitled to the fees, disbursements and amounts committed until the date of resiliation of the Agreement.

12. LIABILITY

The CREE NATION GOVERNMENT undertakes to, on the one part, solely assume all legal liability with regards to third parties, and to solely assume all liability for any action, claim, demand, prosecution and any other proceedings which may arise from the achievement of the purpose of this Agreement, and, on the other part, to indemnify and hold harmless the MINISTER, his representatives and the government, should any claim arise from this Agreement, and to ensure that same applies to any other contract granted for the purposes of the achievement of the purpose of this Agreement.

13. AUDIT

The expenses arising from this Agreement, as well as any document related to said expenses, may be subjected to an audit by the MINISTER or by any other person or organisation within the framework of his functions or of his assigned mandates.

14. TERM OF THE AGREEMENT

This Agreement comes into force on the date the last signature is affixed, and ends on the date of fulfillment of its purpose and of the obligations it provides, in particular:

- 1° When the totality of the grant provided for by section 2 will have been used by the CREE NATION GOVERNMENT;
- 2° When the MINISTER accepts all the documents listed at section 6.

15. SURVIVAL OF OBLIGATIONS

Notwithstanding the full and complete implementation of this Agreement, its expiry for any reason whatsoever, or its resiliation, all the provisions contained in this Agreement which, by their nature,

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apply after the end of this Agreement, in particular paragraph 7° of section 6 and sections 7, 8, 12 and 13, remain in full force and effect.

16. COMMUNICATIONS

Any notice, instruction, recommendation, or document required hereunder must, in order to be valid and binding upon the parties, be provided in writing and transmitted through means that can prove they were received at a specific time, using the following contact information:

- QUÉBEC:

M. Jacob Martin-Malus
Sous-ministre adjoint au développement durable
et à la qualité de l'environnement
Ministère de l'Environnement et de la Lutte contre
les changements climatiques
Marie-Guyart Building, 30th Floor
675, René-Lévesque Boulevard East
Québec City (Québec) G1R 5V7
Jacob.Martin-Malus@environnement.gouv.qc.ca
- CREE NATION:

Ms. Mandy Gull
Vice-chairman
Cree Nation Government
2 Lakeshore Road
Nemaska (Québec) J0Y 3B0
Mandy.gull@cngov.ca

Any communications concerning this Agreement, other than those related to the amendment or to the resiliation of this Agreement, must be made in writing and forwarded to the above addressees.

Any change of address or of representative for one of the PARTIES must be notified in writing to the other party, as soon as possible.

17. REPRESENTATIVES OF THE PARTIES

For the purposes of applying this Agreement, including for any approval required after its signature, QUÉBEC designates M. Jacob Martin-Malus, sous-ministre adjoint au développement durable et à la qualité de l'environnement at the ministère de l'Environnement et de la Lutte contre les changements climatiques, to be its representative. Should a replacement be necessary, QUÉBEC will notify the CREE NATION GOVERNMENT as soon as possible.

Likewise, the Cree Nation designates Mrs. Mandy Gull, Vice-chairman of the CREE NATION GOVERNMENT. Should a replacement be necessary, the Cree Nation will notify QUÉBEC as soon as possible.

18. PREAMBLE

Initials of the
person having
authority to act

The preamble is an integral part of this Agreement.

19. ASSIGNMENT

The rights and obligations contained in this Agreement shall not, on pain of nullity, be assigned in whole or in part, without the prior written authorization the MINISTER, who may then provide conditions for this purpose.

20. APPLICABLE LAW

This Agreement is governed by the law applicable in Québec and, should litigation arise, the PARTIES elect domicile in the judicial district of Québec.

21. FINAL PROVISIONS

This Agreement is made without prejudice to any right of QUÉBEC or of the Crees, whether under the *James Bay and North Québec Agreement* (hereafter: "JBNQA") or otherwise. This Agreement shall not be used to interpret the JBNQA and shall not, in any case whatsoever, limit the rights of the Crees or of any Cree entity with respect to any subject addressed directly or indirectly in this Agreement, and shall not, in any case whatsoever, limit any position which might be adopted by the latter or by QUÉBEC with regards to said subjects, in any forum whatsoever.

This Agreement does not recognize, define, modify, limit, create or affect Aboriginal rights or treaty rights of the Crees. Moreover, this Agreement shall not be construed as being an agreement or a treaty within the meaning of sections 25 and 35 of the *Constitution Act, 1982*, (Schedule B to the *Canada Act 1982* (U.K.), 1982, c. 11).

For greater certainty, nothing in this Agreement shall amend, affect, modify, limit or prejudice or be interpreted so as to amend, affect, modify, limit or prejudice the JBNQA or the *Agreement on Governance in the Eeyou Istchee James bay Territory between the Crees of Eeyou Istchee and the gouvernement du Québec* or the rights of the PARTIES or any funding thereunder.

The scope of this Agreement shall be limited by its provisions. Accordingly, this Agreement does not address or affect any issues, matters or funding not specifically referred to herein. For greater certainty, all the terms and conditions of this Agreement apply only to the funding provided for in this Agreement and not to any other funding received by the CREE NATION GOVERNMENT.

N/Réf. :

The PARTIES acknowledge having read and accepted all and each of the provisions of this Agreement.

IN WITNESS THEREOF, the PARTIES have signed this Agreement, in four (4) copies:

FOR THE MINISTRE DE L'ENVIRONNEMENT ET DE LA LUTTE CONTRE LES CHANGEMENTS CLIMATIQUES:

_____	_____	_____
Marc Croteau	Date	Place
Sous-ministre au développement durable et à la qualité de l'environnement,		
Ministère de l'Environnement et de la Lutte contre les changements climatiques		

FOR THE MINISTRE RESPONSABLE DES RELATIONS CANADIENNES ET DE LA FRANCOPHONIE CANADIENNE:

_____	_____	_____
Gilbert Charland	Date	Place
Secrétaire général associé,		
Secrétariat du Québec aux relations canadiennes		

FOR THE MINISTRE RESPONSABLE DES AFFAIRES AUTOCHTONES:

_____	_____	_____
Marie-José Thomas	Date	Place
Secrétaire général associée,		
Secrétariat aux affaires autochtones		

FOR THE CREE NATION:

_____	_____	_____
Matthew Swallow	Date	Place
Treasurer		
Cree Nation Government		

Initials of the
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