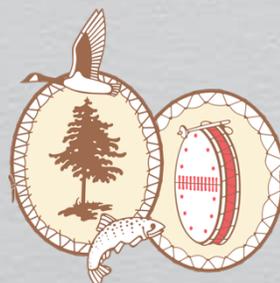


Cree, Inuit and Naskapi Forum

Advancing Nation-to-Nation
Collaboration and Indigenous
Self-Determination in
Northern Quebec



LP^éΔ^b
Société Makivik
Makivik Corporation



Naskapi Nation of Kawawachikamach

A renewed declaration of collaboration and cooperation, expressed in unity, vision, capacity and creativity, by the Cree, Inuit and Naskapi Nations, the Northern Quebec's natural caretakers and treaties' partners, grounded on their forefathers/mothers' sacrifices, yet on which rests the hopes and aspirations of their respective future generations.

MEMORANDUM OF UNDERSTANDING

ON THE

CREE, INUIT AND NASKAPI FORUM

BETWEEN: **THE CREES OF EYYOU ISTCHEE** acting through the Grand Council of the Crees (Eeyou Istchee) / Cree Nation Government, represented by Mandy Gull Masty, Grand Chief and Chairperson,

(“Creets”)

AND: **THE INUIT OF NUNAVIK** acting through Makivik Corporation, represented by Pita Aatami, President,

(“Inuit”)

AND: **THE NASKAPIS OF NUCHIMIYUSCHIIY**, acting through the Naskapi Nation of Kawawachikamach, represented by Chief Theresa Chemaganish,

(“Naskapis”)

(hereinafter jointly referred to as the **“Parties”**)

PREAMBLE

WHEREAS the Crees, the Inuit and the Naskapis are the original occupants and Indigenous nations in Northern Quebec;

WHEREAS the Crees and the Inuit are the Indigenous parties to the *James Bay and Northern Québec Agreement* treaty of 1975 (**“JBNQA”**) and the Naskapis, the Crees and the Inuit are the Indigenous parties to the *Northeastern Québec Agreement* treaty of 1978 (**“NEQA”**);

WHEREAS, by virtue of these facts, the Parties share a number of common interests and concerns;

WHEREAS the Parties consider it appropriate to create a permanent forum to promote cooperation and coordination between them on these matters and to advance their Nation-to-Nation collaboration concerning Indigenous self-determination and aboriginal and treaty rights;

THE PARTIES THEREFORE AGREE AS FOLLOWS:

I. INDIGENOUS FORUM OF NORTHERN QUEBEC

A. Establishment

1. The Parties hereby establish the Cree, Inuit and Naskapi Forum (“**Forum**”).

B. Mission

2. The mission of the Forum is to serve as a standing body for the Parties
 - (a) to promote cooperation and coordination between the Parties where appropriate on matters relating to the interpretation, implementation and modernization of the JBNQA and NEQA;
 - (b) to advance Nation-to-Nation collaboration between the Parties in respect of Indigenous self-determination and aboriginal and treaty rights; and
 - (c) to exchange information and to discuss issues of shared interest or concern.
3. The mandate of the Forum is not to substitute itself for existing committees or forums provided for in the JBNQA, the NEQA or elsewhere, nor to exercise powers and responsibilities vested in the governing bodies or constituents of the Parties.

C. Subjects

4. A preliminary list of subjects for discussion among the Parties at the Forum is appended in **Schedule 1**. The Parties shall define and periodically review the priority of such subjects and may add, amend or delete subjects at any time.

D. Representatives

5. Each Party shall normally be represented at meetings of the Forum by its most senior elected officer and its most senior administrative official. Representatives may be assisted at meetings by such resources as they deem appropriate

E. Meetings

6. The Parties intend meetings of the Forum to be as informal as possible in order to promote the free exchange of information and ideas and, where possible, to coordinate positions.
7. The Forum shall meet at least once each calendar quarter on dates agreed by the Parties, but any Party may request a meeting at any time with reasonable notice to the other Parties.
8. Meetings shall be chaired by the senior elected officer of each Party in rotation.
9. The Party chairing a meeting shall prepare and circulate to the other Parties a draft agenda prior to the meeting and a draft record of discussions and action items after the meeting.
10. Any Party may, if the other Parties agree, invite a third party to attend a meeting of the Forum for consideration of a specific matter.
11. Meetings may be held in person or electronically if requested by any Party.
12. Meetings shall be held in private in order to facilitate open discussions among the Parties.

F. Sub-Tables

13. In order to address specific subjects, the Parties may:
 - (a) establish sub-tables with such representation as they may deem appropriate; and
 - (b) mandate the said sub-tables to develop work plans and to submit them to the Forum for review. Subject to their approval by the Forum, the work plans shall be included as new schedules to the MOU.

II. GENERAL

A. Precedence

14. This MOU is subject to, and does not amend or otherwise affect, the provisions of the JBNQA, the NEQA, any other agreement concluded by any of the Parties, or the applicable related legislation, all of which shall prevail in case of inconsistency with the provisions of this MOU.

B. Effective Date

15. The MOU takes effect on the date of its signature by all the Parties. A Party may withdraw from the Forum at any time upon written notice to the other Parties.

C. Confidentiality

16. Discussions and documents exchanged between the Parties in the context of meetings of the Forum shall be kept confidential to the Parties' representatives and support resources. No such discussions or documents shall be disclosed to third parties save with the prior written consent of all the Parties. However, representatives of the Parties may consult with their governing bodies and constituents regarding the object and progress of discussions.

D. Publicity

17. The content and timing of any press releases and announcements regarding any of the matters provided for in this MOU shall require the prior written approval of each of the Parties. However, this shall not prevent any Party from making any announcement that it is required to make by any applicable law or competent judicial, governmental or other authority.

E. No Partnership

18. Nothing contained herein shall be construed as creating any partnership, agency or joint and several liability between the Parties.

F. Expenses

19. Each party shall assume its own expenses for participation in the Forum.

G. Effect of MOU

20. This MOU expresses the intent of the Parties to work together for the purposes contemplated herein but is not intended to, and shall not be construed so as to, bind any of the Parties legally or otherwise, except for sections 14 to 20, or to give any Party any remedy for breach other than in connection with sections 14 to 20, which shall continue to apply notwithstanding the withdrawal of a Party or the termination of this MOU.

**IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED, IN OTTAWA, THIS 22nd DAY
OF APRIL 2022.**

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



Mandy Gull Masty
Grand Chief / Chairperson



MAKIVIK CORPORATION



Pita Aatami
President



NASKAPI NATION OF KAWAWACHIKAMACH



Theresa Chemaganish
Chief



SCHEDULE 1

CREE, INUIT AND NASKAPI FORUM

LIST OF SUBJECTS FOR DISCUSSION

1. JBNQA and NEQA Modernization
 - a. Wildlife Management (Caribou)
 - b. Procurement and Contracting
 - c. Employment Priority (Capacity Building and Trades Certification)
 - d. Extinguishment and Surrender Clauses
 - e. General Amendment Provision (Section 2.15 JBNQA, Section 2.12 NEQA)
 - f. Royalties release (Section 25 JBNQA, Section 16 NEQA)
 - g. Environmental Assessments
 - h. Protected Areas (include new regime in JBNQA and NEQA)
2. Housing
3. Reciprocal rights and land selection
 - a. Chisasibi
 - b. Kuujjuarapik
 - c. Whapmagoostui
4. Offshore Agreements
5. Viens Commission Implementation
6. Territorial Overlaps
7. UNDRIP
8. Self-Government
9. Regional Economic Development (e.g., Plan Nord, Grande Alliance)
10. Land Use Planning
11. Early Childhood Education
12. Language and Culture
13. Customary Adoption