

MEMORANDUM OF UNDERSTANDING
ON THE
CREE-QUÉBEC SUSTAINABLE INFRASTRUCTURE DEVELOPMENT PROGRAM
IN THE
EEYOU ISTCHEE JAMES BAY REGION

BETWEEN: **THE GOUVERNEMENT DU QUÉBEC**, represented by le premier ministre, François Legault, la ministre responsable des Affaires autochtones, Sylvie D'Amours, la ministre responsable des Relations canadiennes et de la Francophonie canadienne, Sonia LeBel, and le ministre de l'Énergie et des Ressources naturelles, Jonatan Julien;

("Québec")

AND: **THE CREES OF EEEYOU ISTCHEE** acting through the Grand Council of the Crees (Eeyou Istchee) / Cree Nation Government, represented by Dr. Abel Bosum, Grand Chief and Chairman,

("Crees")

(hereinafter jointly referred to as the "**Parties**")

PREAMBLE

WHEREAS the *James Bay and Northern Québec Agreement* treaty ("**JBNQA**") concluded between the Crees and Québec, among other parties, envisages a partnership between the Crees and Québec in the governance and development of the Eeyou Istchee James Bay region;

WHEREAS, by the *Agreement concerning a New Relationship between le gouvernement du Québec and the Crees of Québec* of 2002 ("**Paix des braves**"), the Crees and Québec entered into a nation-to nation Agreement in order to strengthen their political, economic and social relations, characterized by cooperation, partnership and mutual respect, while remaining based on the respective commitments of the parties under the JBNQA;

WHEREAS the *Paix des braves* is based on a development model which relies on the principles of sustainable development, partnership and respect for the traditional way of life of the Crees, as

well as on a long-term economic development strategy, principles which are in conformity with the provisions of the JBNQA;

WHEREAS the *Paix des braves* promotes the emergence of a Cree expertise in the field of economic development, job creation, and economic spin-offs for the Crees and the population of Québec in general;

WHEREAS, by the *Agreement on Governance in the Eeyou Istchee James Bay Territory* of 2012 (“**Governance Agreement**”), the Crees and Québec entered into a nation-to-nation Agreement in order to modernize the governance regime in the Eeyou Istchee James Bay region and to promote greater Cree responsibility for governance in Eeyou Istchee James Bay region, in particular with respect to land and resource planning and use;

WHEREAS, consistent with these Agreements, Québec and the Crees have worked together to build partnerships in public services for the Cree population, including health and social services, education, public security and justice, as well as in natural resource development, wildlife protection and the establishment and management of protected areas;

WHEREAS Québec and the Crees have identified very significant natural resource projects that will generate long-term employment and economic development opportunities in the Eeyou Istchee James Bay region and whose implementation requires major investments in critical transportation and energy infrastructure;

WHEREAS Québec and the Crees therefore wish to work together to advance concrete measures and projects for the purpose of connecting, developing and protecting the Eeyou Istchee James Bay region, consistent with the principles of the JBNQA, the *Paix des braves* and the *Governance Agreement*;

WHEREAS the present Memorandum of Understanding (“**MOU**”) is intended to create opportunities that will be beneficial for the Crees and other residents of the Eeyou Istchee James Bay region, and for Québec in general;

THE PARTIES THEREFORE AGREE AS FOLLOWS:

I. GRAND ALLIANCE

A. Establishment

1. A “Grand Alliance” is hereby established between Québec and the Crees for the purpose of promoting and consolidating sustainable development and socio-economic collaboration between the Cree and Québec nations in order to connect, develop and protect the Eeyou Istchee James Bay region (“**Territory**”).

B. Mission

2. The mission of the Grand Alliance is to develop projects and mechanisms in order:
 - (a) to promote predictability and stability for the economic and social development of the Territory and of Québec as a whole;
 - (b) to improve the quality of life and the employment and economic development opportunities for the Crees and other residents of the Territory;
 - (c) to facilitate the transport of persons, goods and materials;
 - (d) to increase the value and profitability of natural resources projects by reducing the cost of transportation and energy for development projects; and
 - (e) to guarantee the sustainable development and long-term protection of the Territory.
3. To this end, the Grand Alliance shall plan, develop and implement a comprehensive, long-term (30-year) Infrastructure Program for the Territory that:
 - (a) addresses critical infrastructure requirements for transportation (rail, road, seaport and air), energy (electricity production and distribution) and telecommunications, taking into account the needs of the communities and of public and private enterprises;
 - (b) guarantees the long-term protection of the Territory through conservation measures, including the creation and management of protected areas, taking into account environmental and wildlife imperatives and the need for coordination with infrastructure and resource development.
4. The Infrastructure Program shall be guided by the following objectives:
 - (a) **Economic**
 - (i) Increase the value and profitability of Québec's natural resources through their extraction, transportation and processing;
 - (ii) Position Québec as an important player in the global mining sector, including lithium and other critical minerals and metals;
 - (iii) Provide job creation and training to meet the demand of new projects;
 - (b) **Environmental**
 - (i) Increase the transportation of materials by rail rather than by road;
 - (ii) Create one or more corridors of interconnected protected areas;
 - (iii) Coordinate resource and infrastructure development with the creation of protected areas;

- (iv) Contribute to Québec's climate change objectives through the electrification of projects and other measures;

(c) **Social**

- (i) Improve the participation of local communities in the development of projects;
- (ii) Improve the quality of life in the communities;
- (iii) Improve links between communities;
- (iv) Improve access to communications technologies, enhancing safety and efficiency.

II. ALLIANCE COUNCIL

A. Establishment

5. The Cree-Québec Alliance Council ("**Council**") is hereby established in order to develop, propose and coordinate the implementation of the Infrastructure Program.

B. Composition

6. The Council shall be composed of an equal number of representatives of each Party, including at least one senior political representative and one senior administrative representative of each Party. The modalities of the composition and operation of the Council will be agreed by the Parties.

C. Mandate

7. The Council shall:
 - (a) within 12 months of the signing of this MOU,
 - (i) complete a technical and financial feasibility study in relation to Phase 1 of the Infrastructure Program, an outline of which is appended hereto;
 - (ii) develop a pre-feasibility study for Phases II and III of the Infrastructure Program;
 - (b) create forums of strategic alliance for the purpose of:
 - (i) facilitating access to the energy distribution network in the Territory by developers at reasonable cost in a manner that will facilitate and promote sustainable development;

- (ii) promoting and facilitating transformation and enhancement of all minerals, including critical minerals and metals in relation to energy production or storage, such as lithium or vanadium within Québec;
 - (c) ensure the establishment and implementation of a network of a protected areas and other conservation measures consistent with principles of conservation of the environment and wildlife and with responsible development;
 - (d) facilitate the commercialization of the fibre-optic and communications network in the Territory with a view to providing high-speed data access to residents and developers at reasonable cost.
- 8 The mandate of the Council is not to substitute itself for existing committees or forums provided for in the JBNQA or elsewhere, or to exercise powers and responsibilities granted to government or ministers under applicable laws, but rather to act as a key player to develop, propose and coordinate the implementation of the Infrastructure Program.

D. Reports

9. The Council shall prepare bi-annual reports to be submitted to the premier ministre du Québec, and to the Grand Chief/Chairperson of the Grand Council of the Crees (Eeyou Istchee) / Cree Nation Government.

III. GENERAL

A. Term

10. The MOU takes effect on the date of its signature by the Parties and shall remain in force for a term of twelve (12) months, unless the Parties agree otherwise in writing.

B. Confidentiality

11. Neither of the Parties, nor a member of the Council, without the consent of the other Party, will divulge or communicate to any person or entity or exploit for any purpose whatsoever any Confidential Information disclosed to it by another Party or any Confidential Information obtained or produced in relation to any of the projects contemplated by this MOU or the Infrastructure Program (collectively, the “**Projects**”).
12. "Confidential Information" means all information, written or oral, furnished by a Party, directly or indirectly, to the receiving Party, including but not limited to all contracts, financial information, engineering reports, environmental reports, technical and economic data, marketing terms and arrangements, knowledge, know-how and related information such as plans, maps, drawings, field notes, sketches, photographs, computer records or

software, specifications, models, or other information which is or may be either applicable to or related in any way to the assets, business or affairs of the disclosing Party or to any of the Projects.

13. Such prohibition does not prevent the disclosure by either of the Parties of Confidential Information to their principals, directors, officers, employees or advisors in connection with any of the matters contemplated by this MOU or disclosure which is ordered or required by any applicable law or competent judicial, governmental or other authority or in accordance with the requirements of any recognized stock exchange.
14. Confidential Information shall not include information that is already known to the receiving Party on a non-confidential basis from a source that is entitled to disclose the information, or that is or becomes generally available to the public other than as a result of any act or omission of the receiving Party or its officers, employees or advisers, or that is received by the receiving Party from a third party which is not prohibited from disclosing it.

C. Publicity

15. 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, provided that this shall not prevent any Party making any announcement which it is required to make by any applicable law or competent judicial, governmental or other authority or in accordance with the requirements of any recognized stock exchange. This provision does not prevent the Parties to publicly state the simple fact that there are ongoing discussions between the Parties or that this MOU is being implemented.

D. Effect of Agreement

16. This MOU expresses the intent of the Parties to cooperate 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 the provisions of sections 11 to 14), or to legally oblige any of the Parties to conclude any transaction contemplated in this MOU, or to give any of the Parties any remedy for breach other than in connection with sections 11 to 14. Any final decision to conclude any of the transactions contemplated in this MOU would require the approval by the authorities of both Parties.

E. Precedence

17. This MOU is subject to, and does not amend or otherwise affect, the provisions of the JBNQA, the *Paix des braves* and the *Governance Agreement*, and the applicable legislation, which shall prevail in case of inconsistency with the provisions of this MOU.

F. No Partnership

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

G. Governing Law

19. This MOU shall be governed by and construed in accordance with the laws of Québec.

H. Language

20. This MOU is drafted and executed in both the French and English languages and both versions are equally authoritative.

I. Government of Canada

21. The Parties understand that the implementation of this MOU regarding certain subjects could lead to solutions for which the involvement of the Government of Canada is considered necessary or otherwise appropriate by the Parties. In this case, the Parties may agree in writing to invite the Government of Canada to take part in the process.

J. Interpretation

22. This MOU does not constitute an agreement or a treaty as contemplated in section 35 of the *Constitutional Act, 1982*, nor is it to be interpreted in any way as abrogating, derogating, negating or recognizing any aboriginal, treaty or other rights.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED,

IN _____, THIS _____ DAY OF _____ 2020.

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

GOUVERNEMENT DU QUÉBEC

Dr. Abel Bosum
Grand Chief/Chairman

François Legault
Premier ministre

Sylvie D'Amours
Ministre responsable des Affaires
autochtones

Sonia LeBel
Ministre responsable des Relations
canadiennes et de la Francophonie
canadienne

Jonatan Julien
Ministre de l'Énergie
et des Ressources naturelles

APPENDIX

1. Section 7 of this MOU provides for the Council's mandate in several fundamental areas, including the development of feasibility and pre-feasibility studies for Phases I to III of the Infrastructure Program. This appendix provides an outline of the parameters of a hypothesis that will be the subject of these studies. The amounts are indicative only.
 - a) Phase 1 – Years 0-5 – \$1,556,000,000:
 - (i) Rail:
 - From Matagami to km 257 of the James Bay Highway;
 - From Grevet to Chapais;
 - Transshipment area.
 - (ii) Road:
 - Improvement and upgrade.
 - (iii) Energy distribution.
 - b) Phase 2 – Years 6-15 – \$1,458,780,000:
 - (i) Rail:
 - From km 257 to km 544 of the James Bay highway;
 - Transshipment area.
 - (ii) Road:
 - Connexion from highway 167 to the TransTaïga road;
 - Winter road from Radisson to Whapmagoostui / Kuujjuarapik.
 - c) Phase 3 – Years 16-30 – \$1,660,000,000:
 - (i) Rail:
 - From km 544 of the James Bay Highway to Whapmagoostui / Kuujjuarapik.
 - (ii) Deep sea port at Whapmagoostui / Kuujjuarapik;
 - (iii) Road:
 - Trans-Taïga road to Schefferville;
 - Radisson to Whapmagoostui / Kuujjuarapik.

2. For greater certainty, all of the study phases will take into account the provisions of sections 7 (b), (c) and (d) of this MOU, so that the planning, development and implementation of the long-term (30-year) Infrastructure Program for the Territory shall be harmonized with the economic, environmental and social objectives provided for in section 4 of this MOU.