

**AGREEMENT CONCERNING BLOCK  
FUNDING FOR THE KATIVIK REGIONAL  
GOVERNMENT**

**(SIVUNIRMUT AGREEMENT)**

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**Consolidated administrative version of  
October 31, 2013**

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KATIVIK REGIONAL GOVERNMENT  
(SIVUNIRMUT AGREEMENT)**

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ENGLISH TEXT OF THE AGREEMENT



## WARNING NOTE

Users of this consolidated administrative version are reminded that it is prepared for convenience of reference only and that, as such, it has no official sanction. The users are invited to refer to the integral texts of the following original agreements used to prepare this version:

- Agreement concerning Block Funding for the Kativik Regional Government, March 31<sup>st</sup>, 2004.
- Amendment No. 1 to the Agreement concerning Block Funding for the Kativik Regional Government, March 31<sup>st</sup>, 2004.
- Amendment No. 2 to the Agreement concerning Block Funding for the Kativik Regional Government, August 16<sup>th</sup>, 2005.
- Amendment No. 3 to the Agreement concerning Block Funding for the Kativik Regional Government, March 31<sup>st</sup>, 2006.
- Amendment No. 4 to the Agreement concerning Block Funding for the Kativik Regional Government, August 24<sup>th</sup>, 2007.
- Amendment No. 5 to the Agreement concerning Block Funding for the Kativik Regional Government, March 27<sup>th</sup>, 2009.
- Amendment No. 6 to the Agreement concerning Block Funding for the Kativik Regional Government, October 8<sup>th</sup>, 2009.
- Amendment No. 7 to the Agreement concerning Block Funding for the Kativik Regional Government, December 7<sup>th</sup>, 2010.
- Amendment No. 8 to the Agreement concerning Block Funding for the Kativik Regional Government, March 30<sup>th</sup>, 2011.
- Amendment No. 9 to the Agreement concerning Block Funding for the Kativik Regional Government, March 18, 2013.
- Amendment No. 10 to the Agreement concerning Block Funding for the Kativik Regional Government, July 15, 2013.

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**AGREEMENT  
CONCERNING  
BLOCK FUNDING  
FOR THE  
KATIVIK REGIONAL GOVERNMENT**

**BETWEEN**

**THE KATIVIK REGIONAL GOVERNMENT**, duly constituted under Section 239 of the *Act respecting Northern villages and the Kativik Regional Government* (R.S.Q., c. V 6.1), headquartered at Kuujuaq, represented herein by the Chairman of the Executive Committee, Mr. Johnny N. Adams, and by its Secretary, Ms. Ina Gordon, who are duly authorized by resolution to sign this Agreement, and hereinafter referred to as the KRG,

**AND**

**THE GOUVERNEMENT DU QUÉBEC**, represented by the Mr. Benoît Pelletier, ministre délégué aux Affaires intergouvernementales canadiennes et aux Affaires autochtones, and hereinafter referred to as "Québec".

WHEREAS on October 21<sup>st</sup>, 1998, the KRG and Québec concluded the *Framework Agreement concerning the Kativik Region*, Section 4 of which stipulates that the Parties agree to consolidate in a single resource envelope (Block Funding), the amounts paid to the KRG by various departments and agencies of the government of Québec under their different programs;

WHEREAS Section 3 of the "*Partnership Agreement on community and economic development in Nunavik*", hereinafter the "*Sanarrutik Agreement*", signed between the KRG, the Makivik Corporation and Québec on April 9<sup>th</sup>, 2002 and amended in March, 2003 refers to the implementation of a Block Funding for the KRG, no later than April 1<sup>st</sup>, 2004;

WHEREAS within the context of the present agreement, hereinafter the "Agreement", Block Funding aims at simplifying the transfer of funds from various departments of the government of Québec to the KRG, and at providing greater autonomy to the KRG in the allocation of these funds according to the region's priorities;

WHEREAS the Parties agree that Block Funding aims to consolidate a part of the funding paid to the KRG by various departments and agencies of Québec under one single financial envelope placed under the authority of one organization of Québec;

WHEREAS the KRG and Québec wish to establish the principles, criteria and standards for implementing the provisions of Section 3 of the *Sanarrutik Agreement* regarding Block Funding for the KRG;

WHEREAS by virtue of Section 243 of the *Act respecting Northern villages and the Kativik Regional Government* (R.S.Q., c. V-6.1), hereinafter the "Kativik Act", the KRG exercises jurisdiction over all Québec territory north of the 55<sup>th</sup> Parallel, excluding category IA and IB land attributed to the Whapmagoostui Cree, hereinafter the "Kativik Region";

WHEREAS by virtue of Section 244 of the Kativik Act, the KRG acts as a municipality in respect of any part of the Kativik Region that is an unorganized territory;

WHEREAS by virtue of Section 351 of the Kativik Act, the KRG has specific competence in local administration, transport and communications, police and manpower training and utilization;

WHEREAS by virtue of Section 351.2 of the Kativik Act, the KRG may accept the delegation of any power of the government or of a minister or government body, where such delegation is permitted by law, and may exercise that power;

WHEREAS the KRG possesses, by virtue of Section 351.3 of the Kativik Act, all the powers required to perform the duties and obligations stipulated in the Agreement;

WHEREAS, the Agreement is entered into without prejudice to the negotiations concerning the creation of a form of government in Nunavik and the discussions concerning the Block Funding of this government in this context.

**Therefore, the Parties agree to the following:**

## **SECTION 1: OBJECTIVES OF THE AGREEMENT**

The purpose of the Agreement is to:

- Simplify and make more efficient the transfer of a portion of the public funds allocated by Québec to the KRG by consolidating the funding from various departments and agencies of Québec into one single envelope placed under the authority of one organization of Québec.
- Provide the KRG with greater autonomy in the establishment of its priorities, the carrying out of its mandates described in this Agreement and the allocation of funds according to its priorities;
- Allow the KRG to use the scale economies realized by the setting up of this Block Funding for the improvement of the financing of the services offered in the local communities.
- Develop a simple and efficient accountability and rendering of accounts focused on the achievement of goals, providing services to the communities and to the population as well as on the respect of laws and standards in force;
- Establish the terms and conditions applicable to the Block Funding of the KRG;
- Specify the application of the *Excise Tax Act* (R.S.C. 1985, c. E-15) and the *Act concerning the Québec Sales Tax* (R.S.Q., c. T-0.1) to the expenses of the KRG.

## **SECTION 2: KATIVIK REGION**

The KRG carries out the mandates of Appendix B on the territory of the Kativik Region.

## **SECTION 3: OBLIGATIONS OF THE KRG**

The KRG undertakes to use the funding provided by Québec pursuant to Section 4 to maintain or improve the general quality and level of the existing services that the KRG provides to the population and the Northern villages.

More precisely, the KRG undertakes to use the funding provided by Québec pursuant to Section 4, to achieve the objectives, to carry out all the mandates and perform all the activities described herein in Appendix B according to its own priorities and to the modalities of the Agreement.

Moreover, within the scope of Appendices B and D, the KRG undertakes to provide for and finance the increase in needs related to population growth and the evolution of the cost related to the services given within the context of the mandates described in Appendix B, except for the new development projects related to the mandates described in Appendix B and needing immobilization expenses, which may be subject to a financing agreement to that effect.

At the beginning of each of its financial years, the KRG shall present to the ministre délégué aux Affaires intergouvernementales canadiennes et aux Affaires autochtones, hereinafter referred to as "the Minister", its objectives with respect to the mandates described in Appendix B for the current year.



No later than January 30<sup>th</sup> of each year, the KRG shall send the Minister its budget which is prepared pursuant to the Kativik Act.

No later than April 30<sup>th</sup> of each year, the KRG shall send the Minister audited financial statements for the preceding year according to the Kativik Act.

The annual budget and the financial statements of the KRG must indicate the expenditures planned and made for each of the mandates described in Appendix B. For the preparation of the first budget and the first financial statements, the KRG shall use the same level of detail as that appearing in its 2003 annual budget and financial statements presented under the Kativik Act. Thereafter, the KRG can change the categories of expenditures according to its needs and the level of detail to be agreed upon with Québec.

No later than September 30<sup>th</sup> following the end of each of its financial years, the KRG shall send to the Minister its annual report which shall review the activities carried out, the objectives aimed at and the results that have been reached within the context of the mandates described in Appendix B. Moreover, the KRG must present the various documents and reports described in this Appendix.

#### SECTION 4: OBLIGATIONS OF QUÉBEC

Québec, represented by the ministre délégué aux Affaires autochtones, subject to the approval of the required annual appropriations by the Assemblée nationale and based on the respect of the undertakings of the KRG described in Section 3 herein, undertakes to pay an amount of twenty-seven million, four hundred and ninety nine thousand and forty-four dollars (\$27,499,044) during its 2004-2005 financial year for the mandates and activities described herein in Appendix B. This amount represents the total sums of the subsidies and programs that initially make up the Block Funding of the KRG as indicated in Appendix A.

For the duration of the Agreement, the amount indicated in the first paragraph shall be adjusted annually from January 1<sup>st</sup>, 2005, according to a formula which takes into account the growth of the population in the Kativik Region and Québec's *per capita* program expenditures as stipulated under Section 3.2.1 of the *Sanarrutik Agreement* and as described in Appendix D.

On April 1<sup>st</sup>, 2005, Québec undertakes to add to the amount of the first paragraph the funding of nine hundred thirty five thousand and eight hundred and two dollars (\$935,802) allocated to the Kativik Regional Development Council (KRDC) and of four hundred eighty seven thousand and six hundred and thirty eight dollars (\$487,638) to the Kativik Local Development Center (KLDC) for the 2004-2005 financial year, and any new funding envelope related to new programs concerning local and regional economic development, providing Makivik Corporation gives Québec, under the Agreement and for all its duration, a full and complete discharge, with regard to paragraphs 23.6.7 and 23.6.11 of the *James Bay and Northern Quebec Agreement* (JBNQA). Moreover, on April 1<sup>st</sup>, 2005, Québec undertakes to add to the amount of the first paragraph the funding of a hundred thirty eight thousand and three hundred and five dollars (\$138,305) allocated to the KRG for logistic support for guard services for the territory of the Kativik Region during the 2004 2005 financial year. The overall funding to be added on April 1<sup>st</sup>, 2005, to the Block Funding of the KRG, totals one million five hundred sixty one thousand and seven hundred and forty five dollars (\$1,561,745) for the mandates and activities described in Appendix B.

On April 1<sup>st</sup>, 2006, Québec undertakes to add to the amount of the first paragraph the funding of five hundred sixty six thousand and seven hundred and three dollars (\$566,703) allocated to the KRG by the MTQ during the 2005-2006 fiscal year for adapted transportation of handicapped persons and for the public transit services.

Québec undertakes to add to the amount of the first paragraph:

- during the 2008-2009 fiscal year, six hundred twenty thousand dollars (\$620,000) for setting up of services dedicated to youth from 16 to 35 years of age in the Kativik Region and twenty-six thousand six hundred and eighty dollars (\$26,680) for providing, to the population of the Kativik region, certain services related to the *Québec Parental Insurance Plan*, both amounts planned by the ministère de l'Emploi et de la solidarité sociale;
- during the 2009-2010 fiscal year, one million one hundred thousand dollars (\$1,100,000) planned by the ministère du Développement durable, de l'Environnement et des Parcs for the operation of the Parc national Kuururjuaq;

- During the 2010-2011 fiscal year, two thousand dollars (\$200,000) planned by the ministère de la Sécurité publique for the implementation of the fire safety cover plan and the related measures;
- During the 2010-2011 fiscal year, three hundred fourteen thousand four hundred and forty-one dollars (\$314,441) for the administration, management, operation and maintenance of the air terminal in Kuujuarapik, this amount being planned by the ministère des Transports;
- During the 2010-2011 fiscal year, three hundred and thirteen thousand six dollars (\$313,006) for the operation and maintenance of the expanded movement area and extended landing strip in Puvirnituk, including the maintenance of marking systems, this amount being planned by the ministère des Transports;
- During the 2011-2012 fiscal year, two hundred and fifty-six thousand seven hundred and sixty-seven dollars (\$256,767) for the administration and maintenance of the new garage in Puvirnituk, this amount being planned by the ministère des Transports;
- During the 2012-2013 fiscal year, one hundred forty-nine thousand seven hundred one dollars (\$149,701) for the administration, management, operation and maintenance of the new air terminal in Puvirnituk, this amount being planned by the ministère des Transports;
- During the 2012-2013 fiscal year, ten thousand three hundred seventy-three dollars (\$10,373) for the operation of the air terminal in Ivujivik, this amount being planned by the ministère des Transports;
- During the 2012-2013 fiscal year, four thousand seventy dollars (\$4,070) and two thousand three hundred sixty-seven dollars (\$2,367) for the operation of the new high intensity marking systems at the airports in Salluit and Tasiujaq airports respectively, these amounts being planned by the ministère des Transports;
- During the 2012-2013 fiscal year, one hundred nine thousand, eight hundred forty-three dollars (\$109,843) for the long-term replacement of the vehicles and equipment added since 2007 to the fleet referred to in Section 6.1 of the mandate B.2, this amount being planned by the ministère des Transports.
- During the 2013-2014 fiscal year, one million four hundred thousand dollars (\$1 400 000) set aside by the Ministère du Développement durable, de l'Environnement, de la Faune et des Parcs to operate Parc national Tursujuq.

On January 1, 2014, and for the duration of the Agreement, the sum obtained by adding the amounts indicated in the first, second, third, fourth, and fifth paragraphs of Article 4 will be indexed annually according to the formula described in Appendix D.

The amounts scheduled annually will be paid in four equal installments to be made on April 15<sup>th</sup>, July 15<sup>th</sup>, October 15<sup>th</sup> and January 15<sup>th</sup> of each year. However, as from April 2006, these amounts will be paid in three equal installments to be made on April 15<sup>th</sup>, July 15<sup>th</sup> and December 15<sup>th</sup> of each year. Continuity in paying the subsidy is conditional to the fulfillment, by the KRG, of the obligations mentioned in the Agreement.

Québec's financial year, which extends from April 1<sup>st</sup> to March 31<sup>st</sup>, is the reference year for the payment of the amounts to be paid and the financial year of the KRG, which extends from January 1<sup>st</sup> to December 31<sup>st</sup>, is the reference year for the reports (annual reports, budget and financial reports) to be produced by the KRG.

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*Amended by Amendments No. 2 of August 16<sup>th</sup>, 2005, No. 3 of March 31<sup>st</sup>, 2006, No. 4 of August 24<sup>th</sup>, 2007, No. 5 of March 27<sup>th</sup>, 2009, No. 7 of December 7<sup>th</sup>, 2010, No. 8 of March 30<sup>th</sup>, 2011, No. 9 of March 18, 2013 and No. 10 of July 15, 2013.*

## **SECTION 5: MODIFICATIONS OF THE ENVELOPE AFTER APRIL 1<sup>ST</sup>, 2004**

Appendix B will be reviewed for the first time in 2007, in order to make the adjustments deemed necessary by the KRG and Québec. Afterwards, such a review will be conducted every five years until the end of the Agreement. This review will concern the pertinence of maintaining or modifying the mandates described in Appendix B, while taking into consideration the

orientations of the government. Consequently, the amount indicated in Section 4 will be modified to reflect the changes made to the mandates described in Appendix B.

If during the term of the Agreement, Québec amends a law or a regulation, introduces a measure or a program that has an effect on the mandates described in Appendix B or wishes to transfer to the KRG the management of an existing program or measure, and if the KRG accepts the responsibility for delivering this measure or program according to the terms and conditions of the Agreement, Appendix B and the funding of the KRG can be amended during the current financial year of the KRG or, at the latest, during the following financial year of the KRG if such modifications occur after September 30<sup>th</sup>.

Any modification to the Block Funding is conditional upon the necessary appropriations being voted by the Assemblée nationale.

If, during the term of the Agreement, Québec amends a law or a regulation and/or modifies or abolishes a program or a measure that affects the mandates described in Appendix B and the effect of which is to reduce the amount indicated in Section 4 and the KRG is responsible for the implementation of such a law, regulation, measure or program according to Appendix B, the latter and the funding of the KRG can be amended to reflect these modifications. Any reduction will apply to the following financial year of the KRG and will be calculated according to the lowest of the following amounts:

- the average real amount allocated by the KRG for the rendering of the services referred to during the last three years;
- the initial amount provided for the implementation of a mandate or the mandates described in Appendix B on April 1<sup>st</sup>, 2004, adjusted with the indexing factor described in Appendix D.

If, during the term of the Agreement, Québec increases or decreases the funding of a governmental program that does not involve any modification to the mandates described in Appendix B but that does however result in modifications to the block funding of the KRG, the latter shall be adjusted during the current financial year of the KRG or, at the latest, during the following financial year of the KRG or, at the latest, during the following financial year of the KRG if such modifications to a governmental program occur after September 30<sup>th</sup>.

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*Amended by Amendments No. 4 of August 24<sup>th</sup>, 2007*

## **SECTION 6: MODALITIES APPLICABLE TO THE USE OF BLOCK FUNDING**

The following administrative principles apply to the Block Funding of the KRG:

- A. The KRG may, within the annual envelope mentioned in Section 4, deduct administrative, office and housing fees according to the conditions set forth under Appendix C. Over and above the fees referred to under Appendix C, the KRG may deduct other fees for the Internet, telecommunications, office supplies and for training programs as required by the *Act to foster the development of manpower training* (R.S.Q., c. D-7.1).
- B. The KRG may use any surplus for a purpose that it may determine, provided that these amounts are used to fulfill the mandates described in Appendix B, except if the Parties agree differently.
- C. The KRG is entirely responsible for making good any deficit within the mandates of Appendix B.
- D. The KRG may create monetary reserves for the following purposes:
  1. Acquisition, renovation and replacement of buildings;
  2. Acquisition and replacement of vehicles;
  3. Acquisition and replacement of computer equipment and office supplies;
  4. Litigation or legal proceedings;
  5. Projects prioritized or identified in the budget which are not realized and which are postponed to a subsequent year.

These monetary reserves must respect the following conditions:

- creation of monetary reserves must be adopted by a resolution by the Regional Council of the KRG.
- the resolution must indicate the purpose for which the reserve is created, its amount, the length of time of its existence (in the case of a reserve with a specific length of time) and the appropriating of any surplus;
- monetary reserves are permitted only to allow the KRG to fulfill its obligations under the Agreement;
- the total of reserved amounts must correspond to and not exceed the requirements indicated in items 1 to 5 mentioned above;
- the way the amounts are deposited and invested must be specified in the resolution and their withdrawal must be done only in accordance with the purposes for which the reserves are created.

E. The KRG shall process the Goods and Services Tax (GST) and Québec Sales Tax (QST) related to the amount indicated in Article 4 and to the mandates in Appendix B with respect to the letter of interpretation issued by the ministère du Revenu du Québec on November 27, 2003, as amended on January 29, 2004, March 30, 2004, February 24, 2005, February 8, 2006, August 28, 2008 and July 17, 2013, and communicated by the deputy minister of the Ministère des Finances et de l'Économie du Québec.

- a) As regards the proportion of the amounts related to goods and services delivery as determined in the first part of Appendix B, the Québec government certifies it has bought goods and services for its own use and consequently, they are not subject to the QST and the GST.
- b) The KRG will inform the ministère du Revenu of any modification made to Appendix B having an effect on the treatment given to the GST and the QST. In return, the ministère du Revenu will inform the KRG of any change to the aforementioned Letter of interpretation.

F. The rights and obligations found in this Agreement cannot be given away in whole or in part, upon penalty of being nullified, sold or otherwise re-assigned without the written consent of Québec. Unless otherwise specified in Appendix B, the KRG may, however, use subcontracting services for carrying on its mandates and obligations, but remains responsible for the rights and obligations contained in the Agreement.

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*Amended by Amendments No. 2 of August 16<sup>th</sup>, 2005, No. 3 of March 31<sup>st</sup>, 2006, No. 5 of March 27<sup>th</sup>, 2009 and No. 10 of July 15, 2013.*

## **SECTION 7: TRAINING OF KRG EMPLOYEES**

When major changes are made to standards, regulations, or procedures that apply to the exercise of a specific mandate and/or its activities, Québec must provide or finance, partially or totally, training measures for employees of the KRG assigned to a mandate or activities described herein in Appendix B, unless the funding of training is provided for in this appendix. In all other cases, the KRG bears the costs related to the training of its employees.

## **SECTION 8: EXPENSES RELATED TO EXCEPTIONAL CIRCUMSTANCES**

The financial envelope specified under Section 4 does not provide for any expenditure related to exceptional circumstances which are not reasonably foreseeable at the time the Agreement is entered into and which have a significant impact on the KRG's capacity to meet its obligations in the context of the Agreement. Should such an exceptional circumstance occur, this financial envelope would be adjusted through a specific agreement to be negotiated between the Parties.

## **SECTION 9: INSURANCE AND LIABILITY**

### **A. Liability**

Québec will assume no responsibility regarding any material damages suffered by the KRG, its employees, agents, representatives or subcontractors except in the case of gross neglect associated with the action of a representative of Québec.

The KRG undertakes to take up the defence of Québec against any claims and lawsuits initiated against the latter during the performance of the Agreement.

The liability arising from obligations or undertakings made by the KRG as part of the realization of its mandates and duties under this Agreement is incumbent upon the KRG only.

### **B. Insurance**

As well as the insurance already provided for in Appendix B, the KRG shall contract and hold for the term of this Agreement damage insurance and civil liability insurance, for any claim, bodily injury, death or material damage that may occur within the realization of the mandates described in Appendix B, of at least one million dollars (\$1,000,000), for which Québec and the KRG could be held liable.

This amount of indemnity and those provided in Appendix B will be revised first in 2007 and, afterwards, every five years until the end of the Agreement.

Taking for granted that the insurance coverage held by the KRG is sufficient to cover the usual risks related to the mandates described in Appendix B, Québec undertakes to assume all expenses, including legal fees and all sentences related to the implementation of the Agreement that go beyond all amounts and expenses covered by the insurance policies mentioned in the Agreement, on the condition that the KRG informs Québec of any potential or real litigation and obtains its approval as to the strategy to adopt during the duration of the litigation.

## **SECTION 10: APPLICATION**

As of April 1<sup>st</sup>, 2004, the provisions of the Agreement shall replace those of agreements listed in Appendix A, subject however to any indication to the contrary stipulated in Appendix B. However, the KRG must respect its commitments indicated in these agreements concerning the rendering of accounts as regards the amounts paid by Québec during the 2003-2004 financial year of the government of Québec.

## **SECTION 11: AMENDMENTS**

The Parties may mutually agree to amend the Agreement and its appendices. Any amendment shall, however, be in writing and be signed by the duly authorized representatives of both Parties. Any amendments concerning Appendix B must have had the agreement of the concerned departments or agencies.

## **SECTION 12: REPRESENTATIVES**

Québec designates the secrétaire général associé aux Affaires autochtones as the official representative of Québec for the purposes of the implementation of the Agreement. The KRG designates the KRG's Director General as its official representative for the purpose of the Agreement. If it becomes necessary to replace the representative of a Party, the Party in question shall appoint a replacement as quickly as possible and shall notify the other Party of the replacement in writing.

## **SECTION 13: DISPUTE RESOLUTION MECHANISM**

The Parties will endeavor to avoid recourse to the judicial system for the purposes of the interpretation and implementation of the Agreement. For the purpose of implementing the Agreement, the Parties agree to use the dispute resolution mechanism defined in Appendix E to ensure that recourse to courts or other forums only occurs as a last resort.

## **SECTION 14: IMPLEMENTATION OF THE AGREEMENT**

Upon the signing of the Agreement, Québec and the KRG agree to create a joint coordinating committee composed of two (2) representatives from Québec and two (2) representatives from the KRG. The number of representatives of this committee may be revised by the Parties.

The mandate of the committee will be:

- To ensure the harmonious implementation of an efficient follow-up of the Agreement;
- To find mutually acceptable solutions to disputes arising out of the interpretation or implementation of the Agreement;
- To provide advice to the representatives mentioned in Section 12 when disagreements arise or amendments are requested;
- To receive and take cognizance of the preoccupations of the representatives of the departments and agencies mentioned in the mandates described in Appendix B.

The committee shall meet once every six months or more frequently, if needed. Moreover, it shall report annually to the representatives, mentioned in Section 12, on the respect of the obligations of the Parties and, when needed, on the disputes between the Parties concerning the interpretation and the implementation of the Agreement.

Committee meetings shall, if possible, alternatively be held in the Kativik Region and in Québec City or Montréal.

The Parties shall assume their own expenses to participate in the meetings of the committee.

## **SECTION 15: DURATION OF THE AGREEMENT**

This Agreement shall come into effect on April 1<sup>st</sup>, 2004, and shall remain in force until December 31<sup>st</sup>, 2027.

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*Amended by Amendments No. 2 of August 16<sup>th</sup>, 2005 and No. 3 of March 31<sup>st</sup>, 2006*

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## **SECTION 16: RENEWAL**

The Parties must begin the negotiation of a new agreement seeking to replace the current one beginning on January 1<sup>st</sup>, 2024 and must make all reasonable efforts to reach a new agreement no later than December 31<sup>st</sup>, 2027.

## **SECTION 17: APPENDICES**

Appendices A, B, C, D and E are an integral part of the Agreement.

## **SECTION 18: ACCESS TO REGULAR PROGRAMS**

Québec will maintain KRG access to regular programs, subject to the usual application criteria of these programs and to the approval of the Conseil du trésor, as well as the voting by the Assemblée nationale of the annual appropriations required.

## **SECTION 19: MODALITIES APPLICABLE TO TRANSFERS OF FUNDS FOR CONSTRUCTION PROJECTS**

In the spirit of Section 3.1 of the *Sanarrutik Agreement* seeking to simplify and render more efficient the transfer of public funds to the KRG, Québec and the KRG agree to draft, no later than January 1<sup>st</sup>, 2005, the modalities related to the planning of the infrastructure works that could be necessary, within the context of the carrying out of refectory and construction projects.

## **SECTION 20: INTERPRETATION**

The Agreement is not a treaty and is not an agreement referred to in Sections 25 and 35 of the *Constitution Act*, 1982.

**IN WITNESS WHEREOF, the Parties have signed two copies of this Agreement, in French and in English, the French text having precedence.**

Signed at Québec City, on March 31<sup>st</sup>, 2004.

For Québec:

For the KRG:

*Original signed by:*

---

**Benoît Pelletier**  
Ministre délégué aux Affaires  
intergouvernementales canadiennes et  
aux Affaires autochtones

*Original signed by:*

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**Johnny N. Adams**  
Chairman of the Executive Committee

*Original signed by*

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**Ina Gordon**  
Secretary





## **APPENDIX A**

### **SUBSIDIES / PROGRAMS INITIALLY MAKING UP THE BLOCK FUNDING OF THE KRG**



**Appendix A – Subsidies / programs initially up  
the block funding of the KRG**

<b><u>AGREEMENTS CONCERNING SUBSIDIES/PROGRAMS AND DEPARTMENTS/AGENCIES INVOLVED</u></b>	<b><u>AMOUNTS (\$)</u></b>
□ <u>Ministère des Affaires municipales, du Sport et du Loisir</u>	
• Agreement between the government of Québec and the KRG regarding the subsidy for the operating of the KRG (general operation of the KRG, municipal mandates, development of the territory and assistance to Northern villages)	3,143,678
• Letter of June 25 <sup>th</sup> , 2003 from the ministre des Affaires municipales, du Sport et du Loisir to the Chairman of the KRG concerning the development of recreation and sport	120,000
• Letter of June 25 <sup>th</sup> , 2003, from the ministre des Affaires municipales, du Sport et du Loisir to the Chairman of the KRG concerning vacation camps	25,000
□ <u>Ministère de la Sécurité publique</u>	
• Agreement concerning civil security and fire protection in the Kativik region	700,000
• Service agreement concerning the Inuit community reintegration officer program	530,000
□ <u>Ministère des Transports</u>	
• Agreement concerning the administration, management, operation and maintenance of northern airports and community aerodrome radio stations	5,707,416
• Agreement concerning the maintenance of beacon and lighting systems of northern airports	191,950
□ <u>Société de la faune et des parcs du Québec</u>	
• Mandate concerning wildlife protection assistants (Section 4.5 of the Sanarrutik Agreement)	600,000
• Agreement respecting Pingualuit Park	780,000
• Agreement respecting the development of parks in Nunavik	1,600,000

**Appendix A – Subsidies / programs initially up  
the block funding of the KRG**

□ <u>Ministère de l'Emploi, de la Solidarité sociale et de la Famille</u>	
• Agreement dealing with employment measures and services adapted to the northern reality	977,000
• Agreement concerning income security	1,313,000
• Agreement respecting the delegation of the exercise of certain powers in the field of childcare services (program management)	800,000
• Agreement respecting the delegation of the exercise of certain powers in the field of childcare services (transfer budget for the CCC)	10,740,000
□ <u>Ministère de l'Environnement</u>	
• Agreement on the environmental monitoring of the quality of drinking water	271,000
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<b>TOTAL</b>	<b>27,499,044</b>

## **APPENDIX B**

### **MANDATES AND OBLIGATIONS OF THE KRG**



**PART ONE**

**MANDATES PROVIDED  
WITHIN THE CONTEXT OF  
SERVICES TO BE CARRIED OUT  
FOR THE GOVERNMENT OF QUEBEC**





**Appendix B – Mandates and Obligations of the KRG**  
**Part One**

**B.1 COMMUNITY REINTEGRATION OFFICERS**

*Amended by Amendment No. 3 of March 31<sup>st</sup>, 2006*

**1. Purpose of the Mandate**

The aim of this Mandate is to establish the sharing of expenses and responsibilities between the Direction générale des Services correctionnels (DGSC) of the ministère de la Sécurité publique (MSP) and the KRG regarding the job maintenance of Inuit community reintegration officers and to specify the terms for managing staff.

The tasks of a community reintegration officer as well as the terms and conditions for managing files are defined in the Reference framework for community reintegration officer positions, dated March 12<sup>th</sup>, 2003, which may be amended with the mutual consent of the MSP and KRG.

**2. Obligations of the Parties**

**2.1. Obligations of the KRG**

- Pay the costs inherent to the duties of the community reintegration officers;
- Pay the costs related to the premises and equipment required for the performance of the duties of the officers assigned to Salluit and in Inukjuak, as well as the housing for the assigned officers when necessary;
- Ensure the administrative supervision of officers by ensuring a daily management of this personnel notably concerning attendance, delivery of services, social benefits, work relations, performance evaluation and limited training activities. Any disciplinary measure remains under the responsibility of the KRG;
- At the start of the year, submit to the DGSC, a detailed action plan of the program describing the activities planned on the territory of the Kativik Region by community reintegration officers as well as by the KRG manager;
- Make sure that the policies in effect at the DGSC regarding interventions with offenders are followed;
- Make sure that personal information is protected as stipulated in the Act respecting access to documents held by public bodies and the protection of personal information (R.S.Q., chapter A-2.1) and by the "Directive respecting the destruction of documents containing personal and confidential information" of the MSP;
- Submit to the DGSC, on December 1st of each year, a written performance assessment for each community reintegration officer ;
- Submit to the DGSC, at the end of each financial year, a detailed activity report as well as an evaluation of the program.

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**Appendix B – Mandates and Obligations of the KRG**  
**Part One**

**2.2. Obligations of the DGSC of the ministère de la Sécurité publique**

- Receive at its premises the Inuit community reintegration officers on duty in Puvirnituq and Kuujuaq and provide them with the necessary office equipment, with the exception of computer equipment;
- Offer community reintegration officers training dealing in particular with the policies in effect at the DGSC regarding interventions with offenders;
- Provide, by way of the probation officers of the DGSC, professional supervision (clinical intervention and keeping of files) of the work of Inuit community reintegration officers;
- Submit to the KRG, on November 15<sup>th</sup> of each year, a written assessment of the professional services regarding the policies in effect at the DGSC regarding interventions with offenders, of the *Act respecting access to documents held by public bodies and the protection of personal information* and the “Directive respecting the destruction of documents containing personal and confidential information” of the MSP, for each of the Inuit community reintegration officers;
- Inform the KRG of any difficulty in the field of labour relations that could arise during the term of the agreement;
- Inform the KRG of the application of new policies by the DGSC regarding interventions with offenders or the modification of policies currently in effect.

**2.3. Joint responsibilities of the Parties**

The KRG and the DGSC agree to:

- Participate annually in a joint assessment of the services rendered by Inuit community reintegration officers;
- Specify annually the training needs of Inuit community reintegration officers, establish a training plan and specify the terms of application thereof;
- Hire solely persons with no criminal record, unless they have received a pardon, and terminate the employment of those persons convicted of a criminal act.

**3. Representatives of the Parties for the implementation of the Mandate**

The MSP designates the directeur de la Direction régionale des services correctionnels de l'Abitibi-Témiscamingue et du Nord-du-Québec as its official representative for the purposes of this Mandate;

The KRG designates the Director of the Direction des affaires juridiques et de la gestion municipale as its official representative for the purposes of this Mandate.

They will inform the representatives identified in Section 12 of the Agreement of any situation likely to affect the implementation of this Mandate to the point of compromising the implementation of the Agreement.

## **Appendix B – Mandates and Obligations of the KRG**

### **Part One**

## **B.2 NORTHERN AIRPORTS – OPERATIONS AND MAINTENANCE**

*Amended by Amendments No. 4 of August 24<sup>th</sup>, 2007, No. 5 of March 27<sup>th</sup>, 2009 and No. 9 of March 18, 2013*

### **1. Purpose of the mandate**

The ministère des Transports (MTQ) mandates the Kativik Regional Government (KRG) to assume, as though it were the owner and in compliance with the laws, regulations and standards, whether provincial or federal, the administration, management, operation and maintenance of thirteen airports located in the following Northern villages: Akulivik, Aupaluk, Inukjuak, Ivujivik, Kangirsuk, Kangiqsujuaq, Kangiqsualujjuaq, Kuujuarapik, Puvirnituk, Quaqtaq, Salluit, Tasiujaq and Umiujaq.

The thirteen airports include:

- a) the land described in the leases entered into, as the case may be, by the Québec government and landholding corporations;
- b) the related installations, in particular the air terminal, garage and other buildings, the landing strip, lighting systems, movement areas, access road, parking lot and fences.
- c) The MTQ also entrusts the KRG with the mandate to assume, as though it were the owner, the administration, management, operation and maintenance of the community aerodrome radio stations (CARS) of the airports that are so equipped. Notwithstanding the preceding sections, the KRG is not required to assume the administration, management, operation and maintenance of the buildings that are the property of the Société immobilière du Québec.

### **2. Obligations of the KRG**

2.1. The KRG is required to provide, on a permanent and satisfactory basis, winter and summer maintenance service for all the assets described in Section 1 of this mandate. The following operations must be carried out:

- During normal work hours, as published in the “Canada Flight Supplement”: keep the landing strip, its extensions and shoulders, as well as all the gravel surfaces free of snow, ice, any trace of frost or any other foreign matter that could make them dangerous.
- When a commercial flight is scheduled to arrive or depart or in the case of a medical evacuation, begin snow removal once two centimetres of fresh snow have accumulated on the ground and continue the work until the landing strip and other areas are cleared. This procedure also applies outside normal hours of operation.
- Summer maintenance includes among other things: inspection and cleaning of the surface, leveling, patching with gravel or asphalt, clearing of open ditches, repairing fences, maintenance of level surfaces, control of erosion, maintenance of signs, repair of retaining systems and all other work designed to maintain the integrity of the infrastructures and ensure the security of users. These operations must be carried out on movement areas, parking lots and their access roads.
- For winter maintenance, the following sequence of operations must be followed:
  - Priority 1: clear the landing strip of snow;
  - clear the taxiway of snow;
  - clear the apron of snow;
  - clear the lights of the landing strip, taxiway and apron of snow.

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**Appendix B – Mandates and Obligations of the KRG**  
**Part One**

Priority 2: clear the parking lot of snow, if necessary;  
clear the shoulders of the landing strip and the taxiway of snow;  
clear the access road.

- Winter maintenance of the access roads and parking lots includes among other things: snow and ice removal, application of abrasives, removal of snow from retaining systems, clearing snow from signs and all other work designed to ensure the security of users.
- Building maintenance includes that of all the mechanical systems of the buildings, repairs to the structure, upgrading, household maintenance and all other work designed to enable safe use of the installations.

2.2. The KRG is required to assume, on a permanent and satisfactory basis, the administration, management, operation and maintenance of the CARS. The following operations must be carried out:

- Provide each CARS with service according to the operating procedures and instructions contained in the *Community Aerodrome Radio Station (CARS-1)* of NAV Canada and specifically in the document entitled *Manuel de procédures locales pour les stations CARS* for each airport, and in compliance with all other laws, standards and regulations governing this activity sector.
- Indicate to the MTQ two persons certified to work at each CARS. Ensure that such persons fulfill the duties and responsibilities of observer-communicator.
- Operate each CARS, with the exception of the Puvirnituk one, for a period of seventy hours (70) per week, Monday through Sunday. The station sign-on and sign-off times will take regular flight schedules into account. As far as possible, the station should begin activities at 7:30 a.m., local time. This operation period is reduced to forty (40) hours per week for CARS with no observer-communicator. In such case, the KRG must ensure that the work schedule is such that its obligations regarding the operation of the CARS are met. Concerning the CARS of Puvirnituk, it will be operated for a period of one hundred forty hours (140) per week, Monday through Sunday, beginning, as far as possible, at 7:30 a.m.
- Keep a report of the movements of aircraft at the airport during the hours of duty of the observer-communicators.

This report logs aircraft takeoffs and landings. A monthly copy of this report must be sent to the MTQ, each month, for each airport.

2.3. Notify the MTQ of any case of force majeure preventing it from delivering all or part of the stipulated services as quickly as possible from the time when the KRG becomes aware of such event. In such notice, it must advise the MTQ of the length of time needed to correct the situation.

Should the KRG fail to fulfill its obligations or if it is not in a position to restore service within a satisfactory length of time, the MTQ reserves the right to take appropriate measures and bill the costs to the KRG.

2.4. Fulfill the terms of the various leases reached by the MTQ and the landholding corporations of certain villages concerning the airports.

2.5. Remain, for the total length of this mandate, the operator of the airports with Transport Canada, air carriers and users.

2.6. Cease occupation of the airports and the CARS at the expiration of this mandate, it being understood that the premises must be in the same condition, apart from normal wear and tear, as on the date when the KRG was recognized as the operator of the airports.

## **Appendix B – Mandates and Obligations of the KRG**

### **Part One**

- 2.7. Ensure that all federal and provincial regulations regarding security are satisfied and establish all other security measures in compliance with MTQ directives provided by the directeur du Bureau de la coordination du Nord-du-Québec or his or her representative.
- 2.8. Provide the MTQ with a list of employees assigned to carry out the work relating to the operation and maintenance of the airports. Only the duly identified persons may circulate at the location of the services. This list shall be kept up to date and sent to MTQ whenever it is revised.
- 2.9. Make available for verification and inspection purposes, during business hours, the records of the activities of the CARS, documents on operating activities and any other activity directly related to this mandate.
- 2.10. Provide the MTQ with the landing strip inspection reports, the CARS evaluation reports and any other information of a similar nature, as soon as it is available.
- 2.11. Keep the operating manuals and their schedules up to date for each airport and have them approved by the competent authority. Provide the MTQ with a copy of the approved operating manuals as well as all updates.
- 2.12. Twice a year, on June 1<sup>st</sup> and December 1<sup>st</sup>, provide the MTQ with a list of all its sub-contractors including the work allocated to the Northern villages. The list must include only the sub-contractors doing work on the movement areas and on the electrical and marking systems.
- 2.13. Maintain and replace the assets covered in Section 6.1 of this mandate and purchase any other goods required for the execution of its obligations.
- 2.14. At the expiration of this mandate, hand over to the MTQ for a nominal value of one dollar (\$1.00) all the assets covered in Section 6.1 of this mandate, in the condition existing on the date when the KRG was recognized as the operator of the airports, free and clear of any charge or lien. Such assets must correspond qualitatively and quantitatively or by monetary value equivalent to the total value established in Section 6.1 of this mandate including an indexation based on the fluctuation of the cost of living index published on December 31<sup>st</sup> by Statistics Canada for the year preceding the adjustment year. If at such date the value of such assets is less than this amount, the KRG shall pay the value of the difference in money to the MTQ. If, however, on such date the value of such assets is greater than such amount, the KRG shall retain the surplus of such assets. In the event the Parties are unable to agree on the value of such assets, the Parties must use the services of an independent expert to set the value of the assets.
- 2.15. Ensure the operation and maintenance of the following visual aids including the related control equipment and electrical components:
  - Landing strip lights;
  - Movement area lights;
  - Wind indicators;
  - Rotating or flashing beacons;
  - Landing strip identification lights;
  - Approach trajectory visual indicators;
  - Approach lights.
- 2.16. Carry out a daily inspection of the illuminated marking system including aerodrome rotating beacon and wind indicators and repair any deficiencies detected as soon as possible.
- 2.17. Ensure the security of all essential installations for the operations of the airports.

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**Appendix B – Mandates and Obligations of the KRG**  
**Part One**

- 2.18. Supply the services of qualified and competent staff for all of its responsibilities and provide the necessary training to concerned employees.
- 2.19. Maintain at all times, at the airport, all the services required for its operation and if need be, fill absences of personnel for any reason whatever.
- 2.20. On December 1<sup>st</sup> of each year, provide the MTQ with a report on the quantities of crushed stone used at each airport.
- 2.21. No later than March 31<sup>st</sup> of each year, provide the MTQ with an account of the activities of the airports and information relating to the activities of the CARS.
- 2.22. Ensure the presence at the airport in Kuujuaapik of a site manager responsible for the airports in Kuujuaapik, Umiujaq et Inukjuak.
- 2.23. Ensure the presence at the airport of Puvirnituq of a site manager responsible for the airports in Puvirnituq, Akulivik and Ivujivik.

**3. Obligations of the MTQ**

- 3.1. Remain owner of the airports for the operation period stipulated in the specific agreements relating to the construction of each of them and continue to negotiate and administer the leases it signed with the landholding corporations of certain villages;
- 3.2. Continue to assume its responsibility as owner of the buildings.
- 3.3. Make available to the KRG all the buildings and related installations in particular the transits whose use will be reserved exclusively for airport purposes. However, since the garage in Kuujuaapik is owned by the Société immobilière du Québec, it is agreed that the MTQ shall continue to cover the cost of the rent.
- 3.4. Allow the KRG to obtain supplies, for the purposes of maintaining the assets described in Section 1 of this mandate, from its reserves of crushed stone located near the airports.
- 3.5. Inform the KRG of the approved annual program of improvement and maintenance work.
- 3.6. Evaluate, on a yearly basis, the performance of the KRG as per criteria and indicators that will be prepared by the MTQ and agreed to jointly.

**4. Responsibilities**

The MTQ will assume no responsibility regarding all the material damages suffered by the KRG, its employees, agents, representatives or subcontractors except in the case of gross neglect associated with the action of a representative of the MTQ.

The KRG undertakes to take up the defence of the MTQ against any claims and lawsuits initiated against the latter during the performance of this mandate.

**5. Insurance**

**5.1. Civil liability insurance**

For all its operation, management, maintenance and marking activities of the following northern airports: Akulivik, Aupaluk, Inukjuak, Ivujivik, Kangirsuk, Kangiqsujaq, Kangiqsualujjaq, Puvirnituq, Quaqtaq, Salluit, Tasiujaq, Umiujak and Kuujuaapik, the KRG must hold and maintain in force, during the entire length of this mandate, general liability insurance with a protection limit of a hundred million dollars (\$100,000,000) per event per year of insurance, including all the protection currently offered, for as long as this insurance program is available.

**Appendix B – Mandates and Obligations of the KRG**  
**Part One**

This insurance policy must be purchased from an insurer specializing in aviation. It must indicate the MTQ as co-insured and contain a cross liability clause whose effect is to apply the policy to each insured in the same way and with the same scope as if a separate policy had been issued.

This policy must also include a clause stipulating that the policy may not be cancelled or the coverage reduced without giving at least thirty (30) days' advance notice to the MTQ.

A certificate of insurance, signed by the insurer, must be given to the MTQ when this mandate becomes effective.

A copy of the insurance policy must be sent to the MTQ, when the latter requests it.

**5.2. Property insurance**

The KRG must hold and maintain in force, during the entire length of this mandate, an insurance policy with a protection covering property (buildings, furniture, including marking systems), whose clauses and guarantees are satisfactory for the MTQ.

The same thing applies to the insurance covering the rolling stock and automobile vehicles.

These policies must indicate the MTQ as co-insured and contain a cross liability clause whose effect is to apply the policy to each insured in the same way and with the same scope as if a separate policy had been issued.

These policies must also contain a clause stipulating that they may not be cancelled or the coverage reduced without giving at least ninety (90) days' advance notice to the MTQ.

A certificate of insurance must be issued for each of the policies and must indicate the MTQ as co-insured and that the policies cannot be cancelled without giving at least ninety (90) days' advance written notice to the MTQ, at the following address:

Ministère des Transports du Québec  
Bureau de la coordination du Nord-du-Québec  
26, Mgr Rhéaume Est, 2e étage  
Rouyn-Noranda (Québec) J9X 6R1

The KRG will send a copy of each of these insurance policies to the MTQ when the latter requests it.

In the case where the building suffers a major loss, the MTQ undertakes to inform the KRG of its intention as to the reconstruction or replacement of the asset, within ninety (90) days of the loss.

**6. Special clauses**

6.1. The KRG recognizes having acquired from the MTQ since 1996, for a nominal value of one dollar (\$1.00), , the vehicles and mobile equipment whose value is five million one hundred fifteen thousand three hundred thirty-three dollars and forty-eight cents (\$5,115,333,48) as well as the communications systems whose quantities by type are as follows:

➤	Non-network fixed stations:	37
➤	Mobile stations:	33
➤	Non-network portable stations:	19
➤	Portable stations:	14
➤	Power supplies:	13

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**Appendix B – Mandates and Obligations of the KRG**  
**Part One**

- 6.2. Each party agrees to provide the other, on request, with a qualitative and quantitative inventory of material, equipment, supplies and assets present at the airports as well as an assessment of the condition of the various components of the airports (movement areas, buildings, parking lots, fences) when it has such information.
- 6.3. In the event of significant damage to the property of the MTQ, the KRG must inform the MTQ and initiate an investigation of the causes and extent of the damage, for the purpose of obtaining the following information:
- a description of the damage and the details of the event;
  - an accurate description of the duties of any employee or attendant involved;
  - an account from each employee or attendant involved of the circumstances as he knows them and specifying whether he or she was carrying out his duties at the time of the accident;
  - a report from any other person having any knowledge of the circumstances surrounding the incident in question;
  - a copy of all the reports made by the local police concerning the incident;
  - plans, sketches, photos that may be necessary to understand the exact nature of the incident as well as any other information and material the MTQ requests and may demand.

**7. Permanent joint committee**

- 7.1. A permanent joint committee is constituted and shall remain in place for the entire length of this mandate. Each party shall appoint three persons to represent it on the permanent joint committee by a notice sent to the other party. Such notice shall mention which of the three representatives shall act as co-chairperson of the permanent joint committee.
- 7.2. The committee is an advisory committee whose members should be both experts and representatives of the Parties. The committee supervises the activities stipulated in this mandate and ensures they are monitored by their respective members within the structure of each party.
- 7.3. The joint committee decides every question by consensus and makes recommendations to the Parties. The members of the committee shall meet at least once a year, or more often if necessary. Either of the co-chairpersons may convene a meeting by any means, even informal, of the committee when he or she considers it necessary.
- 7.4. Each party assumes the costs, salaries and expenses of the members it appoints to the committee. As far as possible, the meetings of the committee shall be held in the Kativik region.
- 7.5. The committee's roles shall be as follows:
- Review the quantitative and qualitative condition of the assets and equipment necessary for the proper execution of this mandate, including the quantities of gravel available to the various airports, and make appropriate recommendations to the Parties.
  - Annually identify the major conservation and improvement work to be included in the MTQ's program and agree on an order of priority for execution.
  - Inspect each airport each year.



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**Appendix B – Mandates and Obligations of the KRG**  
**Part One**

- Study and make recommendations on the assessment of the performance of the CARS once a year.
- Study the account of the activities of the airport and the information relating to the CARS provided by the KRG at the first meeting following March 31<sup>st</sup> of each year.
- Assess the impact on the mandate entrusted to the KRG of any new regulations that become effective. The points to be considered are the needs in terms of additional resources, equipment, training and any other point having an impact on the costs to be assumed by the KRG for the performance of the mandate.



## **Appendix B – Mandates and Obligations of the KRG**

### **Part One**

#### **B.3 NORTHERN AIRPORTS – MARKING SYSTEM**

*Amended by Amendment No. 4 of August 24<sup>th</sup>, 2007*

##### **1. Purpose of the mandate**

The ministère des Transports (MTQ) mandates the Kativik Regional Government (KRG) to maintain the marking systems of the following northern airports: Akulivik, Aupaluk, Inukjuak, Ivujivik, Kangirsuk, Kangiqsujuaq, Kangiqsualujuaq, Kuujjuarapik, Puvirnituq, Quaqtaq, Salluit, Tasiujaq and Umiujaq.

##### **2. Obligations of the KRG**

- 2.1. Assume all the risks relating to the maintenance of the marking systems of each airport.
- 2.2. Have the most recent version of the airport maintenance manual, manual TP-312 corresponding to airport certification as well as the airport operations manuals and comply with their standards and regulations.
- 2.3. Notify the MTQ of any case of force majeure preventing it from delivering all or part of the stipulated services as quickly as possible from the time when the KRG becomes aware of such event. In such notice, it must advise the MTQ of the length of time needed to correct the situation.

Should the KRG fail to fulfill its obligations or if it is not in a position to restore service within a satisfactory length of time, the MTQ reserves the right to take appropriate measures and bill the costs to the KRG.

- 2.4. Provide the MTQ with a list of responsible persons assigned to the maintenance of the marking systems for each airport. This list must be kept up to date and sent to the MTQ when it is revised.
- 2.5. Ensure that the personnel assigned to maintain the airport marking systems comply with the laws, regulations and standards regarding the operation of each airport and possess the certification needed for the duties carried out.
- 2.6. Delegate a responsible representative authorized to give and receive notices and authorized to make decisions.
- 2.7. Keep a system of action reports (emergency calls or maintenance) for each airport. The reports must be available at all times for examination by the MTQ and at a minimum contain the following information:
  - Name of the airport;
  - Plan number;
  - Date and time of the call;
  - Name of the person requesting the action;
  - Nature of the work (replaced or repaired parts);
  - Date and time work carried out;
  - Name of the person who performed the work.
- 2.8. Inspect the marking system of each airport on a daily basis and as quickly as possible make the replacements, repairs and adjustments to mechanical and electrical equipment found to be defective and comply with the action levels stipulated in standard A1301 of the airport maintenance manual.

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**Appendix B – Mandates and Obligations of the KRG**  
**Part One**

- 2.9. Set up a follow-up mechanism for inspections carried out to enable the MTQ to ensure of the compliance to standard A1301 of the airport maintenance manual.
- 2.10. Once a year, submit to the MTQ a detailed program of annual inspections to be carried out at each airport. This detailed program must be kept up to date.
- 2.11. Carry out, annually or in response to an emergency call, complete electronic and electrical maintenance of the equipment of the airport marking systems, as specified in standards A1301 and A1304 of the airport maintenance manual. Reconcile the data on a form of its choosing and send a copy to the MTQ by December 1st of each year.
- 2.12. Provide personnel with the required qualifications for the type of work to be carried out and ensure the training of every employee regarding the mandates to be carried out.
- 2.13. Use materials of the same type as that already in place or of better quality that meet the requirements of Transport Canada and the Federal Aviation Administration (FAA).
- 2.14. Maintain a minimum inventory of materials at each airport in order to carry out the required actions quickly.
- 2.15. Install the replacement materials identified in Section 3.1 of this mandate and cover all the expenses relating to this operation.
- 2.16. Obtain prior MTQ approval for any change to the existing marking systems described in the operating manual of each airport.
- 2.17. Cover the cost and take the steps necessary to have the materials to be stored in the Kativik Region, covered in Section 3.1 of this mandate, transported and forwarded to the locations where they are required. In addition, take steps to have defective materials returned to the location indicated by the MTQ, without damage during handling and transportation.
- 2.18. Once a year, send the MTQ the list of all its sub-contractors. This list must include all the work stipulated in this mandate.

**3. Obligations of the MTQ**

- 3.1. Provide the KRG with the following replacement materials:
  - Siemens wind indicator pole base with pole (code 6345020065);
  - ODALS PC410 power supply with FTC415 (code 6625013005);
  - ODALS PC410 power supply (code 6625003015);
  - Case PAPI C-Hinds 27080-8 (code 6345160060);
  - Case PAPI Siemens PPL-400 (code 6345160055);
  - Wind indicator holding frame P-2538 (code 6345030025);
  - Intensity controller FTC435 for ODALS (code 6625003005);
  - Flashing lights FH-400 for ODALS (code 6625003010);
  - Runway lights RIL Siemens L-849A (code 6345060050);
  - Flashing lights PC723 Flash Technology (code 6240400042);

## **Appendix B – Mandates and Obligations of the KRG**

### **Part One**

- Regulator Siemens 6SF-5018  
(code 6345180025);
- Rotating head for wind pole  
(code 6345200005).

These parts will be stored in Québec City with the exception of an ARCAL system, a RIL power supply and a RIL Flash Technology. The latter will be stored in the Kativik Region under the responsibility of the KRG. The KRG will not be charged for the supply of these materials.

- 3.2. Provide technical support for any major problem concerning this mandate. Such support will be supplied subject to the availability of the electro-technical service.
- 3.3. Delegate an authorized representative to give and receive notices and authorized to make decisions.
- 3.4. Assess, on an annual basis, the performance of the KRG according to the criteria and indicators that will be prepared by the MTQ and agreed to jointly.
- 3.5. Continue to assume its responsibility as owner of the marking systems of the airports for the operation period stipulated in the specific agreements relating to the construction of each of them.

#### **4. Responsibilities**

The MTQ will assume no responsibility regarding all the material damages suffered by the KRG, its employees, agents, representatives or subcontractors except in the case of gross neglect attributed to the action of a representative of the MTQ.

The KRG undertakes to take up the defence of the MTQ against any claims or lawsuits initiated against the latter during the performance of this mandate.

#### **5. Insurance**

##### **5.1. Civil liability insurance**

The maintenance of the beacon system, which is part of the regular operation and maintenance activities of an airport, is a risk covered by the civil liability insurance policy, mentioned in Section 5.1 of mandate B.2 of the Sivunirmut Agreement.

##### **5.2. Property insurance**

The beacon systems are part of the property insured by the insurance policy covering property, mentioned in Section 5.2 of mandate B.2 of the Sivunirmut Agreement.

#### **6. Special clauses**

- 6.1. The MTQ reserves the right to have the electrical equipment of each airport inspected by duly qualified persons without notice.
- 6.2. Following an inspection, if the MTQ observes that maintenance is deficient or that a repair has not been carried out according to trade practices, the MTQ shall require of the KRG that the repairs be made within a prescribed time limit.
- 6.3. If the KRG does not carry out the required repairs or changes within the prescribed time limit, the MTQ may carry them out or have them carried out and bill the costs to the KRG.



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#### B.4 WILDLIFE PROTECTION ASSISTANTS

*Amended by Amendment No. 4 of August 24<sup>th</sup>, 2007*

##### 1. Description of the mandate

Under its responsibility and in collaboration with the Direction générale de la protection de la faune du ministère des Ressources naturelles et de la Faune (MRNF), the Kativik Regional Government (KRG) will hire, following their appointment by MRNF, wildlife protection assistants who will work in conjunction with wildlife protection officers to ensure the application of the laws and regulations pertaining to the conservation and development of wildlife and its habitat on the territory of the Kativik region.

Wildlife protection assistants exercise all the powers and all the responsibilities conferred on them by their status of wildlife protection assistant, under Section 8 of the *Act respecting the conservation and development of wildlife* (R.S.Q., c. 61.1) and Section 5 (1) of the *Fisheries Act* (R.S.C., c. F-14), in accordance with the document entitled: Supervision rules, wildlife protection assistants, ML 613 (03 04).

##### 2. Obligations of the Parties

###### 2.1. Obligations of the KRG

- a) Collaborate in the implementation of this mandate with the officials of the Direction générale de la protection de la faune du MRNF pour le Nord-du-Québec;
- b) See to the selection of personnel for the positions of wildlife protection assistant and propose them to MRNF for appointment;
- c) Prepare an Annual wildlife protection plan identifying the territory, the action priorities as well as the details of the human, material and financial resources earmarked for its realization, which can be amended during the year to take into account wildlife stakes or emergency situations according to the requirements stipulated in this respect in an administrative document given to the KRG by MRNF;
- d) Agree with the officials of the Direction générale de la protection de la faune du MRNF pour le Nord-du-Québec, on the content of the Wildlife protection plan, which must be approved by decision of the Council of the KRG;
- e) Record, on a daily basis, the activities carried out as well as the methods used during these activities according to the requirements stipulated in this respect in an administrative document given to the KRG by MRNF;
- f) Submit a monthly report on operations to the officials of the Direction générale de la protection de la faune du MRNF pour le Nord-du-Québec, including a compilation of the daily reports made by the assistants according to the requirements stipulated in this respect in an administrative document given to the KRG by MRNF;
- g) Hold an annual meeting of their representatives to evaluate the achievements of the current year and to make a summary of the work done by wildlife protection assistants;
- h) Inform the MRNF of any situation likely to affect its priorities as stipulated in the Annual protection plan of the MRNF;
- i) Ensure the presence of wildlife protection assistants at the training sessions provided by the MRNF.

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2.2. Obligations of MRNF

- a) Collaborate in the implementation of the mandate with KRG representatives;
- b) Ensure the training of wildlife protection assistants who will be hired by the KRG;
- c) Inform the KRG of any situation likely to affect its priorities as stipulated in the Annual protection plan of the KRG.

**3. Representatives of the Parties for the implementation of the Mandate**

MRNF designates its directeur de la protection de la faune pour le Nord du Québec as its representative for the purposes of implementing this mandate.

The KRG designates its Director of Renewable Resources as its representative for the purposes of implementing this mandate.

They will inform the representatives identified in Section 12 of the Sivunirmut Agreement of any situation likely to affect the implementation of this Mandate if it were to compromise the implementation of the Sivunirmut Agreement.



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#### B.5 PINGUALUIT PARK OPERATION

*Amended by Amendments No. 4 of August 24<sup>th</sup>, 2007, No. 5 of March 27<sup>th</sup>, 2009 and No. 6 of October 8<sup>th</sup>, 2009*

##### 1. Description of the mandate

Pursuant to section 8.1.1 of the *Parks Act* (R.S.Q., c. P-9), the Minister of Sustainable Development, Environment and Parks (MDDEP) entrusts the Kativik Regional Government (KRG) with the management of operations, activities and services of Parc national des Pingualuit. To that effect, the Minister delegates to the KRG the power to provide services, including maintenance services, and to organize activities necessary for the park's operations, both inside and outside the park, and in this latter case, subject to the applicable legal provisions. The MDDEP and the KRG agree to update the Pingualuit Agreement reached between the KRG and the Société de la faune et des parcs du Québec on March 23, 2004, in order to delegate to the KRG, pursuant to section 6 of the *Parks Act*, the power to carry out development, capital and maintenance work in Parc national des Pingualuit, which is likely to maintain or improve the quality of the park, and the power to carry out such work outside the park, if it is necessary for the park's operations, and in this latter case, subject to the applicable legal provisions.

These powers must be exercised in accordance with the provisions of the *James Bay and Northern Québec Agreement* (hereinafter the JBNQA), the *Parks Act*, the *Parks Regulation* ([2000] G.O. 2, 4598, no. 838) and its subsequent amendments, the *Politique sur les parcs* and the *Master Plan Parc national des Pingualuit*.

##### 2. Definitions

For the purposes of this mandate, unless the context indicates otherwise, the following definitions apply:

- a) "Inuit" or "Inuit beneficiary (ies)" means Inuit person(s) within the meaning of the *Act respecting Cree, Inuit and Naskapi Native Persons* (R.S.Q., c. A-33.1);
- b) "park" designates Parc national des Pingualuit established by the Regulation respecting the Establishment of Parc national des Pingualuit ([2003] G.O. 2, 5408, no. 1322);
- c) "territory" refers to the territory of the park as well as the facilities outside the park which are described in the master plan of the park and which are necessary for its operations.

##### 3. On-the-job training budget

The funding provided under Section 4 of the Sivunirmut Agreement will cover the on-the-job training of managers and employees assigned to park operations.

##### 4. Obligations of the KRG

The KRG undertakes to:

- a) provide services to manage the operations, activities and services of the territory, related to the park's operation;
- b) provide and organize activities and services in accordance with the *Master Plan Parc national des Pingualuit*, appended to the Pingualuit Agreement, and ensure the park's general up-keep;
- c) see to the implementation of the following plans:
  - the park's emergency measures plan;
  - the environmental and social monitoring plan related to the creation of the park, its development and park attendance;

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- the business plan, which includes:
    - a tourism development plan;
    - a marketing and communication plan for the park;
    - a park tourism guide allowing visitors to identify the boundaries of the park including the activity and accommodation sectors;
  - the communication plan intended for the residents of the Northern Village of Kangiqsujaq;
  - the heritage conservation plan;
  - the education plan;
  - the general training plan for park managers and employees;
- d) evaluate the results obtained at the time of the implementation of the plans listed in subsection c);
- e) see to the revision of the plans listed in subsection c) on the advice of the liaison committee established in section 6 of Mandate B.6 of the Sivunirmut Agreement. These plans will then be submitted to the MDDEP for information, except for the environmental and social monitoring plan which will be submitted to the MDDEP for approval;
- f) charge persons who access, circulate, stay, or practice an activity in the park, except for Inuit beneficiaries of the JBNQA who are exercising their harvesting right pursuant to the Act respecting Hunting and Fishing Rights in the James Bay and New Québec Territories (R.S.Q., c. D-13.1), the fees that are stipulated in the Parks Regulation or in any of its future amendments. The proceeds from these fees will go to the KRG;
- g) give priority to Inuit, in consideration of subparagraph 4 of the note that accompanies Schedule 6 of Section 6 of the JBNQA, a schedule introduced by section 23 of Complementary Agreement No. 6 signed in Montréal on August 19, 1980, and amended by Complementary Agreement No. 17 signed in Kuujuaq on August 29, 2003, when carrying out the obligations listed in subsections a) and b) of this section;
- h) work with Inuit cultural entities of the Kativik Region to identify the sites and places inside the park, which could be attributed a name appropriate to the Inuit culture of the Kativik Region, in order to submit the information to the appropriate authorities;
- i) submit to the MDDEP, in French, all of the texts, reports, documents and works pertaining to this mandate.

**5. Obligations of the MDDEP**

The MDDEP undertakes to:

- a) provide to the KRG the *Master Plan Parc national des Pingualuit* and any amendments or substitutions thereto: this master plan is appended to the Pingualuit Agreement to form an integral part thereof;
- b) provide to the KRG, according to its possibilities, any technical assistance that the MDDEP can make available in relation to the carrying out of this mandate;
- c) assume all expenses, including notably legal expenses and any convictions related to the carrying out of this mandate, over and above any sums of money or expenses covered by insurance policies mentioned in this mandate;

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- d) work with Inuit cultural entities of the Kativik Region to identify the sites and places inside the park, which could be attributed a name appropriate to the Inuit culture of the Kativik Region, in order to submit the information to the appropriate authorities.

#### **6. Representatives**

The MDDEP designates the director of the Service des parcs de la Direction du patrimoine écologique et des parcs as its official representative for the purposes of the application of this mandate and the Pingualuit Agreement. The KRG designates its director of the Renewable Resources, Environmental and Land Use Planning Department, or any other person designated by said director, as its official representative for the purposes of the application of this mandate and the Pingualuit Agreement. If one of the Parties needs to replace a representative, this party will find a replacement as soon as possible and will notify the other party in writing.

#### **7. Harmonization committee**

The harmonization committee set up at the time of the signing of the Pingualuit Agreement to ensure its implementation and that of this mandate and to provide the KRG, the MDDEP and the Makivik Corporation with all appropriate advice for the development of the park, is maintained.

The committee is composed of two representatives of the MDDEP, two representatives of the KRG, two representatives of the Northern Village of Kangiqsujuaq, two representatives of the Nunaturlik Landholding Corporation of Kangiqsujuaq, and one local representative of the Makivik Corporation. If necessary, resource persons can be invited to the meetings of the committee.

The committee will meet when necessary or, if possible, once every six (6) months and will periodically report to the MDDEP, to the KRG and to the Makivik Corporation on the results obtained and the difficulties encountered in implementing the Pingualuit Agreement and this mandate. It will give its opinion to the MDDEP, to the KRG and to the Makivik Corporation when a disagreement or legal dispute arises or when requests are made to amend the Pingualuit Agreement and this mandate. The committee will also serve as a forum to preclude conflict between harvesting right activities such as those defined in Section 24 of the JBNQA and park operation activities.

Committee meetings will be held in the territory of the Northern Village of Kangiqsujuaq and at least one meeting annually will be public.

Expenses related to committee meetings will be paid for from the funds of the Sivunirmut Agreement, except for the accommodation and meal expenses of MDDEP representatives.

#### **8. Assignment and subcontracting**

The rights and obligations found in this mandate cannot be transferred, sold or otherwise assigned without the written authorization of the MDDEP. The KRG may, however, hire subcontractors to carry out this mandate but remains responsible for the rights and obligations contained herein.

#### **9. Insurance**

The KRG shall take out and maintain in force for the entire duration of this mandate a general civil liability insurance policy in the amount of at least five million dollars (\$5,000,000) for any claim, bodily injury, death, material damage or event incurred in the territory, for which the MDDEP and the KRG could be held liable whether individually or jointly.

In case of subcontracting, the general civil liability insurance of the KRG shall cover the work done by the subcontractor or otherwise, the KRG undertakes to stipulate in the contract entered into with the subcontractor the obligation incumbent upon the latter to take out and maintain in force an insurance policy equivalent to the one stipulated in this section.

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The insurance certificates, a copy of which shall be sent to the MDDEP, will have to contain a clause stipulating that the policy cannot be cancelled or the coverage reduced without giving the MDDEP thirty (30) days prior notice.

If the KRG fails to take out and maintain in force such an insurance policy, the KRG will be responsible for every claim referred to in this section up to a maximum amount of five million dollars (\$5,000,000).

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#### B.6 DEVELOPMENT OF PARKS

*Amended by Amendment No. 4 of August 24<sup>th</sup>, 2007 and by Amendment No. 6 of October 8<sup>th</sup>, 2009*

The ministre du Développement durable, de l'Environnement et des Parcs (MDDEP) wishes to continue the development of national parks in Nunavik and the Kativik Regional Government (KRG) shares this objective. For the current mandate, the MDDEP proposes the creation of the Kuururjuaq, Lacs-Guillaume-Délisle-et-à-l'Eau-Claire and Cap-Wolstenholme national parks. The parties also plan to prepare the Status Report for the Parc national de la Baie-aux-feuilles project.

Under section 11.1 of the *Act respecting the ministère du Développement durable, de l'Environnement et des Parcs* (R.S.Q., c. M-15.2.1), the minister is responsible for the management, development, supervision and protection of parks under the *Parks Act* (R.S.Q., c. P-9). However, section 6 of the *Parks Act* stipulates that the Minister may, in addition, delegate to the KRG the power to carry out work referred to in this section both within and outside the boundaries of a park and in the latter case, subject to the applicable legislative provisions. Similarly, section 8.1.1 of the *Parks Act* stipulates that the minister may also delegate to the KRG the power to operate a business, provide a service or organize an activity necessary for the operations of a park, both within and outside the boundaries of the park and in the latter case, subject to the applicable legislative provisions.

#### 1. Description of the mandate

The aim of this mandate is to entrust the KRG with the responsibility of:

- Taking charge of certain work, research and activities with a view to creating the Kuururjuaq, Lacs-Guillaume-Délisle-et-à-l'Eau-Claire and Cap-Wolstenholme national parks which the MDDEP plans to propose. The duties under the responsibility of the KRG and the MDDEP are described in the Action Plan concerning the development of northern parks in the Nunavik Region appearing in Appendix A to the Agreement relating to the development of parks in the Nunavik Region, agreed upon between the Société de la faune et des parcs du Québec and the KRG on June 13, 2002, hereinafter known as the "Action Plan";
- The carrying out of certain studies related to the acquisition of knowledge for the Parc national de la Baie-aux-Feuilles et des-Monts-Pyramides project as described in the Action Plan;
- The consolidation of the administrative organization to provide a framework for planning and development as well as the eventual management of the services to manage the operations, activities and services of the parks that will be created and to supervise the capital and development work included in the master plans of these same parks.

#### 2. Definition

For the purposes of this mandate, unless the context indicates otherwise, the following definition applies:

"Inuit" or "Inuit beneficiary (ies)" means Inuit person (s) within the meaning of the *Act respecting Cree, Inuit and Naskapi Native persons* (R.S.Q., c. A 33.1).

#### 3. Obligations of the parties

##### 3.1. Obligations of the KRG

1. Supervise the planning of the development of parks in the Kativik Region;
2. Carry out, in cooperation with the MDDEP, the various activities related to the development of parks in the Kativik Region indicated in the Action Plan;
3. Ensure the liaison with the communities concerned by the development of a park;

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4. Take charge of the work, research and activities under its responsibility as indicated in the Action Plan according to the timetables to be agreed upon and included in this same Plan;
5. Regularly inform the MDDEP of the progress in the taking charge of the work, research and activities mentioned in sub-sections 2) and 4) of this section;
6. Share with the MDDEP all available information for the purposes of developing projects within the context of this mandate;
7. Give priority to the Inuit when carrying out the goals of this mandate listed in sub-sections 1, 2, 3 and 4 of this section;
8. Give to the MDDEP, in French, all the texts, reports, documents and works under this mandate;
9. Work with Inuit cultural entities of the Kativik Region to identify the sites and places within the park which could be attributed a name appropriate to Inuit culture of the Kativik Region, with a view to submitting the information to the appropriate authorities.
10. Develop, in cooperation with the MDDEP, a corporate image of the parks network of the Kativik Region that reflects its inclusion within the network of national parks of Québec.

**3.2. Obligations of the MDDEP**

1. Carry out, in cooperation with the KRG, the various activities related to the development of the parks in the Kativik Region indicated in the Action Plan;
2. Take charge of the work, research and activities under its responsibility indicated in the Action Plan;
3. Regularly inform the KRG of the progress of the taking charge of work, research and activities mentioned in sub-sections 1 and 2 of this Subsection;
4. Give the KRG a copy of the cartographic databases, when completed, as well as any research and information document related to the projects referred to in this mandate and share with the KRG all available information for the purposes of the development of the projects of the present mandate;
5. Give the KRG, according to its possibilities, all the technical assistance in its possession and related to the performance of this mandate;
6. Offer the managers and the personnel of the KRG assigned to the parks the possibility of participating in all the relevant information sessions that can be organized;
7. Offer the managers of the KRG assigned to the parks the possibility of joining in the promotional activities of Québec's network of national parks which may be organized;
8. Work with Inuit cultural entities of the Kativik Region to identify the sites and places within the park which could be attributed a name appropriate to Inuit culture of the Kativik Region, with a view to submitting the information to the appropriate authorities.

**4. Representatives of the parties**

The MDDEP designates the directeur ou la directrice de la Planification des parcs à la vice-présidence aux parcs as its official representative for the purposes of the application of this mandate. The KRG designates its director at the Service des ressources renouvelables, de l'environnement et de l'aménagement du territoire, or any other person designated by said director as its official representative, for the purposes of the application of this mandate. If one of the Parties needs to replace a representative, this party will find a replacement as soon as possible and notify the other party in writing.

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They will inform the representatives identified in Section 12 of the Sivunirmut Agreement of any situation likely to affect the implementation of the mandate if this were to compromise the implementation of the Sivunirmut Agreement.

#### **5. Management services**

When the MDDEP plans to propose the creation of parks in the Kativik region, the MDDEP and the KRG agree, within the context of the *Parks Act*, to negotiate on the one hand, a new mandate aiming for the delegation by the MDDEP to the KRG of the management of the operations, activities and services of the park being created and on the other hand, a new agreement delegating to the KRG the power to do capital, major maintenance and development work. If necessary, the parties may agree that the intervention of third parties is necessary.

The mandate concerning the operations of the *Parc national des Pingualuit* described in Appendix B.5 of the Sivunirmut Agreement as well as the Pingualuit Agreement will serve as models for the Parties.

During the negotiating period, the MDDEP will exercise all the powers conferred upon it by the *Parks Act*.

#### **6. Liaison committee**

A liaison committee is established to ensure the implementation of this mandate.

The committee is made up of two (2) representatives from the MDDEP and two (2) representatives from the KRG.

The committee will meet when necessary or, as far as possible, once every six (6) months and will periodically report to the MDDEP and to the KRG on results and difficulties encountered in implementing this mandate. It will give its opinion to the MDDEP and to the KRG when a disagreement or legal dispute arises or when requests are made to alter this mandate.

The meetings of the committee are held at the main office of the KRG in Kuujuaq, on the territory of the villages concerned by the park projects or at any other place determined by the committee.

The expenses related to the committee's meetings are charged to the operating funds of the Sivunirmut Agreement, except for those of the representatives of the MDDEP.

#### **7. Assignment and subcontracting**

The rights and obligations found in this mandate cannot be assigned, sold or otherwise conveyed without the authorization of the MDDEP. The KRG may, however, use subcontracting services to carry out its mandates and obligations, but remains responsible for the rights and obligations contained in the mandate.

#### **8. Special provisions**

The Action Plan appearing in Appendix A of the Agreement relating to the development of parks in Nunavik continues to apply. It may be amended if necessary by common consent of the parties, by the members of the liaison committee established under section 6 of this mandate.





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#### B.7 INCOME SECURITY

*Amended by Amendment No. 4 of August 24<sup>th</sup>, 2007*

##### 1. Mandate

The KRG is mandated to administer and dispense, in the Kativik Region, all of the programs administered and the services offered in the income security field, provided by the local and regional offices of the ministère de l'Emploi et de la Solidarité sociale, hereinafter "the Department" for the duration and according to the terms and conditions stipulated herein.

For the purposes of the application of this mandate, the ministre de l'Emploi et de la Solidarité sociale, hereinafter the "Minister", recognizes the special problems affecting the clientele of the Kativik Region, in the same way as it may do so for the regional offices of the Department and taking into account the government's financial capacity.

The Minister also recognizes, for the purposes of the application of this mandate, the powers and obligations that the KRG generally has as a manager, in particular those affecting the recruitment of its personnel and the application of the collective agreements in effect.

A staff member of the KRG assigned to the administration of an Act that falls under the responsibility of the Minister, has the same obligations, has the same rights and has access to the same information as a staff member of the Department who performs similar duties.

The KRG shall not delegate the partial or total performance of this mandate to a third party.

##### 2. Obligations of the KRG

In the performance of its mandate, the KRG undertakes to:

1. assume *mutatis mutandis* the same responsibilities and the same powers, duties and functions as the local and regional offices of the Department in the field of income security, except where determined otherwise in this Agreement;
2. apply the guidelines and procedures of the Minister to ensure the uniform management and application of the programs and services, according to the terms and conditions in effect at the Department, unless decided otherwise with the Minister;
3. reserve at all times for the Minister a right to review the administration of the services rendered;
4. remit diligently to the Minister the documentation required for the smooth unfolding of the operations ensuing from the performance of its mandate;
5. collaborate with the Minister in the setting up and development of integrated management systems for the entire Department and in particular to:
  - a) permit and facilitate the setting up and development of these systems according to the guidelines of the Minister;
  - b) use the forms provided by the Minister and the methods of information collection and control required by these systems;
  - c) implement all other administrative practices required by these systems;
  - d) participate in the uniform processing of the information from the Department and make use thereof for management purposes;

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- e) participate, when required, in the work to implement, monitor and evaluate the measures, programs or activities referred to in this mandate;
  - f) make sure that the computer equipment that it acquires and uses for the purposes of this mandate complies with the specifications of the Department;
- 6. give the Minister access to any document that it requires to ensure the conformity of the performance of this mandate and provide him with a copy thereof upon request;
  - 7. respect the Department's archiving plan for all documents related to the performance of this mandate, according to the terms and conditions to be agreed upon;
  - 8. maintain services for the population that are comparable to those existing prior to the entry into force of the Sivunimut Agreement;
  - 9. collaborate with the Department in maintaining an information and complaint service;
  - 10. ensure in the event of a labor dispute with its employees that essential public services as regards last resort assistance payments are maintained.

**3. Confidentiality**

- a) All of the data and information collected by the KRG under the present mandate are confidential and shall be treated as such. These data and information shall remain the property of the Minister and must not be used by the KRG for purposes other than the performance of the present mandate;
- b) The KRG agrees that neither it nor its employees will disclose, without being duly authorized to do so by the Minister, the data and information collected within the context of the performance of the present mandate;
- c) The KRG undertakes to take the necessary steps to ensure that each of the persons assigned to the performance of the present mandate certifies that no data or information obtained following his or her assignment to the performance of this mandate will be disclosed or brought to the knowledge of anyone whomsoever and that he or she will not use this information for his or her personal benefit ;
- d) The KRG is responsible for any damage that may ensue from the failure to respect the confidential nature of the information in its possession. In its capacity, the KRG answers for all its employees, representatives or directors ;
- e) Without limiting the scope of the foregoing, pursuant to Section 67.2 of the *Act respecting access to documents held by public bodies and the protection of personal information* (R.S.Q., c. A-2.1), the KRG recognizes the confidential nature of the personal information to which it will have access and consequently:
  - i. recognizes that it has read Sections 53, 54, 59 subsection 8), 64, 65, 67.2, 67.3, 71, 72, 73, 76, 124, 127 and 128 of that Act;
  - ii. undertakes to apply and distribute among its staff the planned security rules and any other additional step that might prove necessary to ensure the confidential nature of this personal information;
  - iii. undertakes to have signed by each of its employees assigned to the performance of this mandate, a confidentiality commitment and to make sure that this commitment is respected ; it also undertakes to remit to the Minister said confidentiality commitments;

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- iv. undertakes to immediately notify the Minister of any failure to respect the security measures and any event that may jeopardize the confidential nature of this personal information, as soon as it becomes aware of this fact;
  - v. undertakes to not keep any of this information at the end of its mandate in any form whatsoever.
- f) The KRG undertakes to indemnify, protect and take up the defense of the Minister against any recourses, claims, petitions and lawsuits initiated by any person for any cause or reason relating to the protection of personal information held by the Minister and, in particular, without restricting the general nature of the foregoing against any recourse, claim, petition or lawsuit by reason of the use by the KRG of this information for purposes other than those stipulated in this mandate.

#### **4. Obligations of the Minister**

The Minister undertakes to:

1. Make available free of charge to the KRG, at the Kuujjuaq and Inukjuak offices, the technological infrastructure required to grant it access to the Department's computer systems for the carrying out of its mandate, to keep them in a good state of operation at its expense and in the same manner as the Department;
2. Provide the employees of the KRG with the same information and the same training programs as those given to the Department's employees for the performance of their tasks. If the Minister cannot meet this obligation, he can authorize the KRG to call on an outside firm and reimburse the KRG for the costs;
3. Provide free of charge to the KRG the forms used;
4. Consult the KRG just as it does the regional directorates or local offices on any project to develop orientations, programs, activities or operational methods related to the fields covered by the present mandate;

The customer services assumed by the Minister will be available in French and in English.

The technical support, the documentation and the training provided by the Minister will be available in French only.

#### **5. Equipment and furniture**

The computer equipment or other property provided directly by the Minister shall remain the property of the government of Québec at all times.

#### **6. Conflicts of interests**

An employee or a member of the Council of the KRG, who is a stakeholder in a decision relating to the application of the measures, programs, or activities referred to in the present mandate and who has a direct or indirect interest in an undertaking, a contract or an economic activity that puts his personal interest in conflict with the duties of his office or his duties, must:

1. if he alone must make a decision, inform in writing the KRG of his interest and the general nature of the latter and refrain from taking part in the decision-making process;
2. if he must take part in the decision-making process with other persons, inform in writing the KRG of his interest and the general nature of the latter and refrain from taking part in any discussion, decision or vote on any question concerning the undertaking, the contract or the economic activity in which he has an interest and avoid influencing the decision relating thereto;

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3. he must, in addition, withdraw from the meeting for the duration of the deliberations that concern the undertaking, the contract or economic activity in which he has such an interest.

The code of conduct “Agir avec intégrité” of the Department applies with the necessary adaptations to the employees of the KRG, for the acts that concern the administration of the programs and the delivery of services referred to in this mandate.

**7. Civil liability**

The Minister will take up the defense of the KRG, its public servants and employees against any claim or legal action instituted against them by third parties due to official acts accomplished in good faith in the performance of this mandate.

**8. Copyright**

The works carried out by the KRG, under this mandate and any product or document arising therefrom, are the full and exclusive property of the Minister. Subject to Section 3, the KRG may however use them in its other administrative units.

**9. Representatives of the Parties**

The Minister designates the Assistant Deputy Minister and the directeur général de la Sécurité du revenu of the Department as its official representative for the purposes of this mandate. The KRG designates its Director of Employment Services and Training as its official representative for the purposes of this mandate.

If one of the Parties needs to replace a representative, this party will find a replacement as soon as possible and notify the other party in writing.

**10. Implementation of the mandate**

A joint committee is set up at the date of the signing of the Sivunirmut Agreement to monitor the implementation of the present mandate and to give the Parties relevant advice in this respect.

The committee is made up of two representatives from the KRG and two representatives from the Department, including the directeur régional de la région du Nord-du-Québec.

The committee will meet when necessary or, as far as possible, once every four (4) months and will periodically report to the joint coordination committee stipulated in Section 14 of the Sivunirmut Agreement on the results and difficulties in implementing this mandate.

The Parties will assume their own expenses.

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**B.8 MANPOWER TRAINING AND DEVELOPMENT / SERVICES AND MEASURES ADAPTED TO THE KATIVIK REGION**

*Amended by Amendment No. 4 of August 24<sup>th</sup>, 2007*

**1. Mandate and obligations of the KRG**

- A) The KRG has a mandate to administer and deliver employment measures and services to the Kativik Region, based on the terms and conditions of the employment measures and services funded by the Fonds de développement du marché du travail and described in CT 198145 and its subsequent amendments. This mandate also covers regulated apprenticeship and trades qualification programs.
- B) The KRG may adapt the employment measures and services of Emploi-Québec or it may develop employment measures and services that it feels appropriate for the needs of its clients, given the realities of northern Québec.

The employment measures and services adapted or developed by the KRG will have to meet one of the following goals, in keeping with Title 1 of the Act respecting Income Support, Employment Assistance, and Social Solidarity (R.S.Q., c. S 32.001):

- Encourage people to be economically and socially self-reliant and help them in their efforts to enter or re-enter the labour force or to remain employed;
  - Provide job-seekers with reception, assessment, and referral services;
  - Collect labour market data, notably to provide information on employment opportunities with a view to helping workers find a job and helping employers find workers who meet their requirements;
  - Provide employment opportunities that enable people to acquire job experience with a view to improving their chances of finding a job;
  - Fund courses, training programs, or professional services;
  - Help develop and implement strategies to deal with changes in the labour force and to meet manpower requirements;
  - Contribute to making the labour market work better and to minimizing the impact of labour market restructuring;
  - Help develop tools for intervening in the labour market and for managing it;
  - Encourage research and innovation in order to find better ways of helping people become gainfully employed.
- C) When the KRG adapts or develops an employment measure or service, it must notify Emploi-Québec by sending it a copy of a description of the adapted or developed measure or service.
- The notification will be sent to the Assistant Deputy Minister (operations) of Emploi Québec at 800 Place Victoria, bureau 2900, P.O. Box 100, Montréal, Québec H4Z 1B7.
- D) The KRG may use the employment measures and services that it has already developed and that are adapted to the realities of northern Québec, on the condition that they meet one of the goals listed in subsection B of Section 1 of the present mandate.

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- E) Eligible expenses under the mandate given to the KRG:
- Employment assistance allowances for participants in an active measure;
  - Additional costs that people have incurred to improve their employability or to facilitate their employment integration and not otherwise reimbursed by an existing measure;
  - Operating costs (salaries, supplementary personnel benefits, employer contributions, travel expenses, accommodation expenses, administrative costs, office rent, other costs directly related to administration, etc.).
- F) The activity report submitted by the KRG about implementation of its mandate for manpower training and development shall contain the following points:
- Description of KRG activities, achievements, and problems related to administering employment services and measures in the Kativik Region;
  - Results in terms of :
    - Number of individuals who have benefited from employment services and measures, listed by measure or activity;
    - Number of individuals who have found employment after participating in an employment measure;
    - Number of individuals who have returned to school after participating in an employment measure;
    - For income security recipients who have benefited from employment services or measures, indicate the recipient's identity, community, date of birth, beginning and end dates of participation, and participation expenses;
    - List of funded projects (organizations or businesses), number of participants (assisted, trained, or hired), and amount of funding earmarked for each project.

**2. Confidentiality**

- a) All of the data and information collected by the KRG under the present mandate are confidential and shall be treated as such. These data and information shall remain the property of the ministre de l'Emploi, de la Solidarité sociale et de la Famille, hereinafter the 'Minister', and must not be used by the KRG for purposes other than the performance of the present mandate;
- b) The KRG agrees that neither it nor its employees will disclose, without being duly authorized to do so by the Minister, the data and information collected within the context of the performance of the present mandate;
- c) The KRG undertakes to take the necessary steps to ensure that each of the persons assigned to the performance of the present mandate certifies that no data or information obtained following his or her assignment to the performance of this mandate will be disclosed or brought to the knowledge of anyone whomsoever and that he or she will not use this information for his or her personal benefit;
- d) The KRG is responsible for any damage that may ensue from the failure to respect the confidential nature of the information in its possession. In this capacity, the KRG answers for all its employees, representatives or directors;

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- e) Without limiting the scope of the foregoing, pursuant to Section 67.2 of the *Act respecting access to documents held by public bodies and the protection of personal information* (R.S.Q., c. A-2.1), the KRG recognizes the confidential nature of the personal information to which it will have access and consequently:
  - i. recognizes that it has read Sections 53, 54, 59 subsection 8), 64, 65, 67.2, 67.3, 71, 72, 73, 76, 124, 127 and 128 of that Act;
  - ii. undertakes to apply and distribute among its staff the planned security rules and any other additional step that might prove necessary to ensure the confidential nature of this personal information;
  - iii. undertakes to have signed by each of its employees assigned to the performance of this mandate, a confidentiality commitment and to make sure that this commitment is respected ; it also undertakes to remit to the Minister said confidentiality commitments;
  - iv. undertakes to immediately notify the Minister of any failure to respect the security measures and any event that may jeopardize the confidential nature of this personal information, as soon as it becomes aware of this fact;
  - v. undertakes to not keep any of this information at the end of its mandate in any form whatsoever.
- f) The KRG undertakes to indemnify, protect and take up the defense of the Minister against any recourses, claims, petitions and lawsuits initiated by any person for any cause or reason relating to the protection of personal information held by the Minister and, in particular, without restricting the general nature of the foregoing against any recourse, claim, petition or lawsuit by reason of the use by the KRG of this information for purposes other than those stipulated in the present mandate.

**3. Obligations of Emploi-Québec**

For its part, Emploi-Québec undertakes to provide the KRG with the relevant documentation as to the evolution, modification or structuring of its own employment measures and services.





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#### B.9 DAYCARE CENTRES – MANAGEMENT OF THE PROGRAM AND OPERATION OF CHILDCARE CENTRES

*Amended by Amendment No. 4 of August 24<sup>th</sup>, 2007*

##### 1. Purpose

The purpose of the present mandate is to delegate to the KRG a portion of the powers that the *Educational Childcare Act* (R.S.Q., c. S-4.1.1) and its regulations entrust to the ministre de la Famille et des Aînés, hereinafter known as “the Minister”, including the administration of financial support programs for northern childcare centres, day care centres and coordinating offices, and to establish the principles and parameters of that delegation.

##### 2. Mandate

The Minister delegates to the KRG the exercise of the following powers that are conferred upon him by the *Educational Childcare Act*, hereinafter “the Act”, and its regulations and mandates the KRG for this purpose to:

- a) issue a childcare centre permit pursuant to Section 7 of the Act and the *Educational Childcare Regulation* (S-4.1.1, r.2);
- b) issue a day care centre permit pursuant to Section 11 of the Act and the *Educational Childcare Regulation*;
- c) authorize, for a specified period, the operation of a day care centre or a childcare centre at an address other than that indicated on the permit pursuant to Section 16 of the Act;
- d) approve or reject plans pursuant to Section 19 of the Act;
- e) renew a day care centre permit or a childcare centre permit pursuant to Section 23 of the Act and the *Educational Childcare Regulation*;
- f) refuse to issue a permit pursuant to Section 26 of the Act;
- g) suspend, revoke or refuse to renew a permit pursuant to Sections 28 and 29 of the Act;
- h) revoke a permit at the request of the holder pursuant to Section 30 of the Act;
- i) to grant an accreditation to a coordinating office pursuant to Section 40 and 43 of the Act;
- j) to modify an accreditation at the request of a coordinating office, pursuant to Section 47 of the Act;
- k) to authorize a coordinating office to change the address of its head office, to dispose or to transfer a significant asset that is necessary for its operation and was acquired by means of a subsidy, or to make a change in its organization, pursuant to Section 48 of the Act;
- l) to revoke an accreditation pursuant to Section 49 of the Act;
- m) to assume, when an accreditation is revoked, the coordination of services provided by the home childcare providers recognized by the former coordinating office, pursuant to Section 51 of the Act;
- n) to issue non-compliance notices pursuant to Section 65 of the Act;
- o) to authorize a person to act as an inspector and to exercise his inspection powers pursuant to Sections 72 to 76 of the Act;

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- p) to authorize the access and, as case may be, the removal of any seals when the premises or the play equipment are no longer a hazard for children and comply with the standards prescribed by regulation, pursuant to Section 77 of the Act;
- q) to review a decision of a childcare centre or a day care centre permit holder concerning the contribution or the exemption of a contribution pursuant to Sections 87 and 88 of the Act;
- r) to reallocate childcare spaces to a permit applicant, a permit holder or to a coordinating office pursuant to Section 94 of the Act;
- s) to cancel or reduce a subsidy or suspend payment in whole or in part to its recipient, pursuant to Section 97 of the Act;
- t) to establish, pursuant to Section 98 of the Act, a recovery plan to correct the situation in cases described in subparagraphs 5 and 6 of the first paragraph of Section 97 of the Act;
- u) to collect a grant received without entitlement pursuant to Section 100 of the Act;
- v) to designate a non-profit legal person to receive the assets acquired out of subsidies of the childcare centre permit holder or of a coordinating office, pursuant to Section 101 of the Act;
- w) to proceed with the evacuation of the children and the immediate closure of premises, when activities are carried on without a permit pursuant to Section 120 of the Act;
- x) to apply the *Educational Childcare Regulation*, the Regulation respecting day care centres and the *Reduced Contribution Regulation* (S 4.1.1, r.1).

The KRG shall not delegate the partial or total realization of this mandate to a third party.

**3. Obligations of the Minister**

The Minister undertakes to transfer to the KRG the expertise of the ministère de la Famille et des Aînés regarding the exercise of the powers and mandates attributed by the present mandate, in particular in the sectors of inspection and technical and professional support with existing nursery schools, coordinating offices and childcare centres or those in the process of being set up.

**4. Obligations of the KRG**

- a) Exercise the powers delegated by the Minister in the present mandate and carry out the mandates listed herein;
- b) Pay the grants awarded to the coordinating offices, to the permit applicants and holders and to the providers responsible for home childcare services, according to the standards established by the KRG, by making sure that the grants awarded allow childcare centres to benefit from a level of funding comparable to that awarded to these providers elsewhere in Québec, and in so doing, to allow them to provide services comparable to those provided elsewhere in Québec and by ensuring a sound management of care services as well as the maintenance of the buildings and assets of childcare centres and coordinating offices;
- c) Provide technical and professional support to the persons working in the field of care services, in particular as part of the development of new childcare centres, day care centres and coordinating offices;
- d) Receive, for and on behalf of the Minister, the financial reports, budget forecasts and activity reports produced by permit holders and coordinating offices according to the provisions of sections 60 to 64 of the Act and transmit the activity reports to her upon receipt or, at the latest, in the thirty days following the deadline stipulated in the Act;

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- e) Handle complaints according to the policies in force at the KRG;
- f) Bring together, in the field of temporary administration and penal sanctions, all of the elements of the file and make a recommendation to the Minister;
- g) Advise the Minister on the breakdown of the places to be developed giving entitlement to grants for childcare centres, day care centres and coordinating offices in the Kativik Region;
- h) Report to the Minister, no later than April 30<sup>th</sup> of each year, on the exercise of delegated powers and the performance of the mandates that it has been entrusted with.

#### 5. Monitoring Committee

A monitoring committee will be set up on the date the Sivunirmut Agreement is signed to monitor the implementation of the present mandate and to provide the Parties with all relevant advice in this respect. The committee will be made up of two representatives from the KRG and two representatives of the Minister. The committee will meet as necessary, or wherever possible, once every six months and will periodically report to the representatives of the Parties on the results and difficulties in the implementation of this mandate.

The Parties will assume their own expenses.

#### 6. Confidentiality

- a) All of the data and information collected by the KRG under the present mandate are confidential and shall be treated as such. These data and information shall remain the property of the Minister and must not be used by the KRG for purposes other than the performance of the present mandate;
- b) The KRG agrees that neither it nor its employees will disclose, without being duly authorized to do so by the Minister, the data and information collected within the context of the performance of the present mandate;
- c) The KRG undertakes to take the necessary steps to ensure that each of the persons assigned to the performance of the present mandate certifies that no data or information obtained following his or her assignment to the performance of this mandate will be disclosed or brought to the knowledge of anyone whomsoever and that he or she will not use this information for his or her personal benefit;
- d) The KRG is responsible for any damage that may ensue from the failure to respect the confidential nature of the information in its possession. In this capacity, the KRG answers for all its employees, representatives or directors;
- e) Without limiting the scope of the foregoing, pursuant to Section 67.2 of the *Act respecting access to documents held by public bodies and the protection of personal information* (R.S.Q., c. A-2.1), the KRG recognizes the confidential nature of the personal information to which it will have access and consequently:
  - i. recognizes that it has read Sections 53, 54, 59, 64, 65, 65.1, 67.2, 67.3, 70.1, 71, 72, 73, 76, 124, 127 and 128 of that Act;
  - ii. undertakes to apply and distribute among its staff the planned security rules and any other additional step that might prove necessary to ensure the confidential nature of this personal information;
  - iii. undertakes to have signed by each of its employees assigned to the performance of this mandate, a confidentiality commitment and to make sure that this commitment is respected; it also undertakes to remit to the Minister said confidentiality commitments;

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- iv. undertakes to immediately notify the Minister of any failure to respect the security measures and any event that may jeopardize the confidential nature of this personal information, as soon as it becomes aware of this fact;
- v. undertakes to not keep any of this information at the end of its mandate in any form whatsoever.
- f) The KRG undertakes to indemnify, protect and take up the defence of the Minister *against* any recourses, claims, petitions and lawsuits initiated by any person for any cause or reason relating to the protection of personal information held by the Minister and, in particular, without restricting the general nature of the foregoing against any recourse, claim, petition or lawsuit by reason of the use by the KRG of this information for purposes other than those stipulated in this mandate.

**7. Representatives of the Parties**

The Minister, for the purposes of the application of this mandate, designates the coordonnatrice aux affaires autochtones at the Agence de services de la Famille to represent her.

Similarly, the KRG designates its early childcare services coordinator.

If one of the Parties wishes to change a representative, this party must notify the other party at least ten (10) days before the date on which the change takes effect.

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#### **B.10 ENVIRONMENT FOLLOW-UP IN THE NORTHERN VILLAGES OF THE KATIVIK REGION**

*Amended by Amendment No. 4 of August 24<sup>th</sup>, 2007*

##### **1. Mandate**

The aim of this mandate is to give the KRG the responsibility to:

- Provide technical assistance as a liaison agent between the ministère du développement durable, de l'Environnement et des Parcs (MDDEP-Direction de l'analyse et de l'expertise régionales (DAER) et Centre de contrôle environnemental (CCEQ) ) and the Northern villages as regards:
  - the management of drinking water;
  - waste-waters;
  - residual materials (domestic and hazardous);
  - the training of drinking water and waste-water equipment operators;
- Liaise with the organizations and departments involved to ensure monitoring and the programs to improve services related to the management of drinking water, waste-water, residual materials and of those concerning information in the environment field.
- Collaborate with the CCEQ du Nord-du-Québec of the ministère du Développement durable, de l'Environnement et des Parcs during environmental emergencies and inspections on the territory.
- Ensure compliance with the "Quality Control and Assurance Program, Analysis by the Colilertmd method, Inuit Communities of Nunavik" (letter of understanding between the KRG and MENV of June 3<sup>rd</sup>, 2003);
- Assist the Northern villages in the application of the *Drinking Water Regulation* (Q 2, r.18.1.1) adopted by order in council 647-201 of May 30<sup>th</sup>, 2001 (2001) G.O., 3561 and its amendments based on the water treatment plants, equipment and human resources available in the Northern villages. To this end, make sure:
  - that the material necessary for sampling (bacteriological and physico-chemical) is available to the Northern villages;
  - that the prescribed frequencies for sampling (bacteriological and physico-chemical) are respected;
  - that the Northern villages are informed periodically of sample collection techniques and other elements necessary to optimize the objectives sought by the *Drinking Water Regulation*;
  - that the Northern villages issue notices to boil water as soon as the results of analyses show that the water distributed is unfit for consumption, and make sure that the analysis procedure in cases of non-compliance is followed;
  - that a register is kept of the results of analyses for the Northern villages and prepare an annual statistical report pertaining to the inspection of drinking water.

##### **2. Obligations of the Parties**

###### **2.1. Obligations of the KRG**

- Pay the costs of purchasing presence-absence material for bacteriological analyses and quality control;

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- Pay the costs of performance assessments (2 per year) with respect to the “Quality Control and Assurance Program, Analysis by the Colilertmd method, Inuit Communities of Nunavik”;
- Pay the transport costs for material and water samples;
- Pay the costs of material and analyses of bacteriological control samples carried out by an accredited laboratory;
- Pay the costs of physico-chemical analyses performed by an accredited laboratory.

**2.2. Obligations of the MDDEP**

- Make available an English version any documentation or correspondence produced by the directions régionales du Nord du Québec (DAER and CCEQ) of the MDDEP required by the KRG in the performance of its duties.
- Offer to KRG employees concerned with this mandate, at least once a year, technical training sessions that will be organized by the Direction régionale de l'analyse et de l'expertise du Nord-du-Québec of the MDDEP, based on the needs considered important at the location deemed most practical and most economical for both Parties, taking into account the respective available budgets of each party;
- Provide the technical support required by the KRG in the performance of its mandates;
- For drinking water, monitor the analysis (bacteriological and physico chemical) and quality control results furnished by the Northern villages to the KRG and provide the required support when standards are exceeded as of the *Drinking Water Regulation* or as of the “Quality Control and Assurance Program, Analysis by the Colilert method<sup>md</sup>, Inuit Communities of Nunavik”.

**3. Representatives of the Parties for the implementation of the mandate**

The MDDEP designates the directrices de la DAER et du CCEQ des directions régionales du Nord du Québec, according to their respective mandates, as the representatives of the MDDEP for the implementation of the mandate. KRG designates its Assistant Director of Renewable Resources as the representative of KRG for the implementation of this mandate.

These representatives shall inform those identified in Section 12 of the Sivunirmut Agreement of any situation that may affect the implementation of the Mandate to the point of compromising the implementation of the Sivunirmut Agreement.

**4. General provisions**

KRG undertakes to present to MDDEP, ninety (90) days after the end of each of its financial years:

- an annual report of the activities carried out within this mandate;
- a statistical report on the analytical inspection of drinking water.

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#### **B.11 LOGISTIC SUPPORT FOR GUARD SERVICES**

*Mandate added by Modification No. 2 of August 16<sup>th</sup>, 2005*

##### **1. PURPOSE OF THE MANDATE**

The ministère de la Sécurité publique (MSP) is responsible for guard services and escort activities to the Court in the territory of the Kativik Region. The MSP does not have a detention house in the Kativik Region, particularly the Direction général des services correctionnels (DGSC), and the KRG wishes to define a cooperation contract with regard to logistic support for guard services in the Kativik Region.

This mandate aims to specify the responsibilities of MSP and KRG with respect to logistic support services to persons kept in custody under a notice of reference and persons kept in custody under a warrant of committal, before their transfer to Québec's detention facilities, during the sessions of the Itinerant Court in the Kativik Region. The Parties agree that mutual responsibilities apply during regular sessions of the Itinerant Court for a maximum of 28 weeks.

The Parties agree that there are additional non-recurring guard services outside regular sessions of the Itinerant Court which require KRG logistic support services. For these additional services, KRG will charge MSP according to the rate agreed upon following discussions on July 2<sup>nd</sup>, 2004 between the Parties represented by Mr. Lucien Brassard for KRG and by Mr. Michel Falardeau for the Direction régionale des services correctionnels de l'Abitibi-Témiscamingue et du Nord-du-Québec (DRATNQ) and confirmed in the letter of February 22<sup>nd</sup>, 2005.

##### **2. OBLIGATIONS OF THE KRG**

KRG agrees to offer the following basic logistic support services for 28 weeks during the sessions of the Itinerant Court in the Kativik Region:

- Meals and delivery of meals to detainees to the living quarters in Kuujjuaq, Kuujjuarapik and Puvirnituk and police stations of the villages where the Itinerant Court is required to go;
- Laundry and care-taking services resulting from the MSP's use of the living quarters in Kuujjuaq, Kuujjuarapik and Puvirnituk and cells at police stations in the other villages of the Kativik Region;
- Access to police station cells in the villages of the Kativik Region;
- Transport of the MSP personnel and clientele within the limits of the villages of the Kativik Region, particularly between airports, police stations and the court;
- Within the limits of legal provisions applicable for such matters, the KRG agrees to authorize the personnel of the MSP to use its radio frequencies that are designated for the exclusive use of the Kativik Regional Police Force in order to facilitate and optimize communications between organizations concerned.

##### **3. OBLIGATIONS OF THE DGSC**

- To bear the costs of supplies required for guard services, including: mattresses, sheets, toiletry products, response equipment in case of suicide attempt, games, coffee, etc. for the living quarters in Kuujjuaq and Kuujjuarapik, and for the cell blocks of the Puvirnituk police station. The MSP also agrees to purchase these items and to ship them to the Kativik Region.
- To send a written report to KRG outlining its observations and recommendations with regard to the fitness and safety of the guard premises used in the Kativik Region at least once a year.

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**4. SPECIAL DISPOSITION**

The present mandate does not apply to the clientele of the Cree village of Whapmagoostui.



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#### B.12 OPERATION OF THE PARC NATIONAL KUURURJUAQ

*Mandate added by Amendment no. 5 of March 27<sup>th</sup>, 2009*

##### 1. Description of the mandate

In keeping with section 8.1.1 of the *Parks Act* (R.S.Q., c. P-9), the Minister of Sustainable Development, Environment and Parks (MDDEP) entrusts the Kativik Regional Government (KRG) with the management of operations, activities, and services of Parc national Kuururjuaq. To that effect, the minister delegates to the KRG the power to provide services, including maintenance services, and to organize activities necessary for the park's operations, both inside and outside the park, and in this latter case, subject to the applicable legal provisions. The MDDEP and the KRG undertake to sign an agreement (hereinafter Kuururjuaq Agreement), conferring on the KRG, pursuant to section 6 of the *Parks Act*, the power to do development, capital and maintenance work in the Parc national Kuururjuaq which are likely to maintain or improve the quality of the park and the power to do such works outside of the park if they are needed for its operation, and, in this last case, subject to the applicable legal provisions.

These powers must be exercised in accordance with the provisions of the *James Bay and Northern Québec Agreement* (hereinafter the JBNQA), the *Parks Act*, the *Parks Regulation* ([2000] G.O. 2, 4598, no 838) and its subsequent amendments, the *Politique sur les parcs québécois* and the master plan of Parc national Kuururjuaq.

##### 2. Definitions

For the purposes of this mandate, unless the context indicates otherwise, the following definitions apply:

- a) "Inuit" or "Inuit beneficiary (ies)" means Inuit person (s) within the meaning of the *Act respecting Cree, Inuit and Naskapi Native persons* (R.S.Q., c. A 33.1);
- b) "park" designates Parc national Kuururjuaq;
- c) "territory" designates the territory of the park as well as the developments that are located outside of the park and described in the master plan of the park, and that are needed for its operation.

##### 3. Budget for on-the-job training

Funding provided under Section 4 of the Sivunirmut Agreement will cover on the job training of managers and employees assigned to park operations.

##### 4. Obligations of the KRG

The KRG shall:

- a) Provide services to manage the territory's operations, activities, and services that are related to the operation of the park;
- b) Provide and organize activities and services in keeping with the master plan of Parc national Kuururjuaq, which will be appended to the Kuururjuaq Agreement, and ensure routine park maintenance;
- c) Prepare an emergency measures plan for the park. This document will define the procedure that should be followed in situations in which the safety of visitors or employees, or the integrity of the natural environment or the facilities of the park may be jeopardized. This plan will specify the relevant information, the role of each stakeholder and the approach that should be followed for any situation requiring an emergency response. This plan will be submitted to the MDDEP for information 12 months after the creation of Parc national Kuururjuaq;

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- d) Prepare an environmental and social monitoring plan related to the creation of the park, its development and park attendance. This document will specify the methods that will be used to monitor the environmental and social milieu following the application of the various measures to mitigate the impacts presented in the document entitled: “Étude d’impact sur l’environnement et le milieu social - Parc national Kuururjuaq” produced by the KRG in 2007. The application of the plan will make it possible to verify the effectiveness of the mitigation measures implemented and to take the necessary corrective actions, if any. This plan shall comply with the certificate of authorization issued according to Section 201 of the *Environment Quality Act* (R.S.Q., chapter Q-2) by the MDDEP on April 9, 2008 (ref.: 3215-18-03) and will be submitted to the MDDEP for approval 12 months after the creation of Parc national Kuururjuaq;
- e) Prepare a business plan. This business plan must cover a period of at least three years and will be submitted to the harmonization committee, created under Section 7 of this mandate, for comments. It must include:
- A tourism development plan. The objective of this tourism development plan is to showcase the natural and cultural sites while maximizing the potential economic spin-offs for the park’s region, including the Northern Village of Kangiqsualujjuaq. This plan will be submitted to the MDDEP for information 2 years after the creation of Parc national Kuururjuaq.
  - A marketing and communication plan for the park. This plan will specify the actions that will be taken to attract visitors to the park from the Northern Village of Kangiqsualujjuaq as well as the media that will be used. It will also specify the means that will be put in place to describe the park, the manner in which visitors should plan their stay and the potential dangers that they may encounter. This plan will be submitted to the MDDEP for information 12 months after the creation of Parc national Kuururjuaq.
  - A tourism guide for Parc national Kuururjuaq allowing visitors to identify the park’s boundaries including the activities and accommodation sectors. This guide will allow visitors to identify the park’s boundaries including the activities and accommodation sectors. It will also specify the services, the activities and the potentials offered by the Northern Village of Kangiqsualujjuaq and its surroundings. This plan will be submitted to the MDDEP for information 12 months after the creation of Parc national Kuururjuaq.
- f) Prepare a communication plan intended for the residents of the Northern Village of Kangiqsualujjuaq. The objective of this communication plan is to help the residents of the Northern Village of Kangiqsualujjuaq and of Nunavik develop and benefit from the tourism and other economic opportunities associated with the park. This plan will be submitted to the MDDEP for information 12 months after the creation of Parc national Kuururjuaq;
- g) Prepare a heritage conservation plan. This document comprises all aspects of the conservation of the natural and cultural heritage. It establishes realistic and measurable management objectives with a view to ensuring the conservation of the territory and the sustainability of the protected habitats. It includes the supervision of the developments, environmental management, the continuity of the acquisition of knowledge, the application of the rules pertaining to the environment and wildlife protection. This plan will be submitted to the MDDEP for information 18 months after the creation of Parc national Kuururjuaq;
- h) Prepare an education plan. This document is a planning tool intended first and foremost for the managers and employees of the KRG, more specifically for the person in charge of the park’s educational products and park wardens in charge of popularizing educational messages. This plan will be submitted to the MDDEP for information 18 months after the creation of Parc national Kuururjuaq;

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- i) Prepare in collaboration with the MDDEP, a comprehensive training plan for the managers and regular staff of the park. The documents and the courses related to this training will be offered either in French, in English or in Inuktitut according to training needs;
- j) Collect from any person who enters the park, travels within the park, stays or practices an activity there, with the exception of Inuit beneficiaries of the JBNQA who are exercising their harvesting right in accordance with an *Act respecting hunting and fishing rights in the James Bay and New Québec territories* (R.S.Q., c. D-13.1), the fees stipulated in the *Parks Regulation* or its future amendments. The collected fees will go to the KRG;
- k) give priority to the Inuit in the fulfillment of the obligations listed in paragraphs a) and b) of this section;
- l) collaborate with the Inuit cultural entities of the Kativik region to identify the sites and places within the park that can benefit from a name appropriate to the Inuit culture of the Kativik region, with a view to submitting the information to the appropriate authorities;
- m) provide to the MDDEP, in French, all texts, reports, documents and works related to this mandate.

#### **5. Obligations of the MDDEP**

The MDDEP shall:

- a) Provide the KRG with the master plan of Parc national Kuururjuaq and any alterations or substitutions to it: this plan will therefore be appended to the Kuururjuaq Agreement to be an integral part thereof;
- b) Provide to the KRG, according to its possibilities, any technical assistance that the MDDEP can make available and related to implementing this mandate;
- c) Assume all expenses, including notably legal expenses and any convictions related to implementing the present mandate, over and above any sums of money or expenses covered by insurance policies mentioned in the present mandate;
- d) Work with Inuit cultural entities of the Kativik Region to identify the sites and places within the park which could be attributed a name appropriate to the Inuit culture of the Kativik Region, with a view to submitting the information to the appropriate authorities.

#### **6. Representatives**

The MDDEP designates the directeur du Service des parcs de la Direction du patrimoine écologique et des parcs as its official representative for the purposes of the application of this mandate and the Kuururjuaq Agreement. The KRG designates its director of the Service des ressources renouvelables, de l'environnement et de l'aménagement du territoire, or any other person designated by said director, as its official representative for the purposes of the application of this mandate and the Kuururjuaq Agreement. If one of the Parties needs to replace a representative, this party will find a replacement as soon as possible and notify the other party in writing.

#### **7. Harmonization committee**

A harmonization committee will be set up at the date of the entry into force of this mandate to ensure its implementation and to provide the KRG, the MDDEP and Makivik Corporation with all appropriate advice for the development of the park.

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The committee is composed of two representatives from the MDDEP, two representatives from the KRG, two representatives from the Northern Village of Kangiqsualujjuaq, two representatives from the Qiniqtiq landholding corporation of Kangiqsualujjuaq, one representative from the Epigituk landholding corporation of Killiniq and one local representative from Makivik Corporation. If necessary, resource persons can be invited to the meetings of the harmonization committee.

The committee will meet when necessary or, as far as possible, once every six (6) months and will periodically report to the MDDEP, to the KRG, and to Makivik Corporation on results and difficulties encountered in implementing the Kuururjuaq Agreement and this mandate. It will give its opinion to the MDDEP, to the KRG, and to Makivik Corporation when a disagreement or legal dispute arises or when requests are made to alter the Kuururjuaq Agreement and this mandate. The committee shall also set up an exchange forum in order to avoid conflicts between the activities related to the harvesting right as defined in section 24 of the JBNQA and the activities related to the operation of the park.

Committee meetings will be held on the territory of the Northern Village of Kangiqsualujjuaq and at least once a year the meeting will be public.

Expenses for committee meetings will be paid for from the funds of the Sivunirmut Agreement, except for the accommodation and meal expenses of MDDEP representatives.

**8. Transfer and subcontracting**

The rights and obligations in the present mandate cannot be transferred, sold, or otherwise re-assigned without the written authorization from the MDDEP. The KRG can hire subcontractors to carry out the present mandate but it remains responsible for the rights and obligations contained therein.

**9. Insurance**

The KRG will take out and keep in force throughout the duration of the present mandate a general civil party liability insurance policy for any claims, bodily injuries, deaths, or property damages and events incurred on the territory. The coverage will amount to at least five million dollars (\$5,000,000) for cases for which the MDDEP and the KRG could be held liable either individually or collectively.

In the case of subcontracting, the general civil liability insurance of the KRG shall cover the works done by the subcontractor or, otherwise, the KRG undertakes to provide, in the contract with the subcontractor, the obligation for the latter to purchase and maintain an insurance equivalent to the one provided for in this section.

The insurance policies, which a copy shall be sent to the MDDEP, shall include a provision mentioning that the policy cannot be cancelled nor has its coverage reduced without giving a thirty (30) days' advance written notice to the MDDEP.

If the KRG does not take out and keep in force such an insurance, it shall be responsible for any claim concerned with this section up to an amount of five million dollars (\$5,000,000).

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**B.13 SETTING UP OF SERVICES DEDICATED TO YOUTH FROM 16 TO 35 YEARS OF AGE IN THE KATIVIK REGION**

*Mandate added by Amendment no 5 of March 27<sup>th</sup>, 2009*

**1. Mandate and obligations of the Kativik Regional Government (KRG)**

- a) The KRG has been mandated to set up services dedicated to young people from 16 to 35 years of age and must meet the following objectives:
  - Establish a service and referral centre for young adults (16-35 years of age) in the Kativik region, whatever their economic situation;
  - Offer a range of services adapted to the reality of each community with a view to assisting young adults in the successful integration of the work market or in the return to school;
  - Facilitate access to government programs intended for young adults.
- b) The KRG must set up services that are inspired by those offered by the “carrefours jeunesse-emploi”, i.e. promote accessibility to employability development, assistance to salaried job and self-employment, entrepreneurship services and return to school for the benefit of young adults and be active in the following activity sectors:
  - Welcome, information and referrals: information provided to young adults on the available services, further training for manpower, school and vocational information, youth programs;
  - Training-related activities: consolidation of knowledge and development of skills by young adults – preparatory training for employment or for returning to studies, school support, training periods in a vocational setting, job search, managing a business, etc.;
  - Assistance and coaching services: assistance and advice during job search efforts, educational and vocational orientation, self-employed work, support for perseverance in the efforts, etc.;
  - Coordination and dialogue activities related to the intervention with young people and analysis of youth-related problems in the Kativik region.
- c) The annual activity report (January 1<sup>st</sup> to December 31<sup>st</sup>) submitted by the KRG regarding the mandate it has in relation to the setting up of services dedicated to young people shall include the results obtained in terms of:
  - Number of participants during the year;
  - Number of participants carrying on steps undertaken during a previous year;
  - Number of participants having integrated or reintegrated a job;
  - Number of participants whose job has been preserved;
  - Number of participants having returned to studies;
  - Number of participants who have continued their studies.

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**2. Visibility**

The KRG agrees to publicly recognize Québec's role for the financial assistance provided within the context of this mandate. More precisely, the KRG will have the obligation of recognizing publicly Québec's role in its communication activities, publications and advertisements, press releases, as well as in its electronic transmissions related to the services dedicated to youth and to the financial assistance of Emploi-Québec, pursuant to the visual identification program of the Government of Québec.

**3. Obligations of Emploi-Québec**

For its part, Emploi-Québec undertakes to provide logistical support at the request of the KRG by providing the relevant documentation normally used for the setting up of a "carrefour jeunesse-emploi".

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#### **B.14 SERVICES TO THE POPULATION AS REGARD THE QUÉBEC PARENTAL INSURANCE PLAN (QPIP)**

*Mandate added by Amendment no. 5 of March 27<sup>th</sup>, 2009*

##### **1. PURPOSE**

The purpose of this mandate is to ensure the population of the Kativik Region certain services related to QPIP.

The ministre de l'Emploi et de la Solidarité sociale entrusts the Kativik Regional Government (KRG) with the mandate of providing on a regular basis the services described in section 3.1 and the KRG accepts said mandate.

##### **2. OBLIGATIONS OF THE MINISTÈRE DE L'EMPLOI ET DE LA SOLIDARITÉ SOCIALE (MESS)**

###### **2.1. Documentation**

The MESS undertakes to provide the KRG with the necessary documentation to deliver the services described in section 3.1 of this mandate pertaining to the QPIP, and as the case may be, the relevant updates to this documentation.

###### **2.2. Training and support**

The MESS undertakes to provide KRG staff, as needed, with the requisite training and information allowing staff members to offer the population of the Kativik Region the services described in this mandate.

The technical support, training and documentation provided by the MESS will be available in French and English, but in the latter case, in accordance with the language policy of the MESS.

##### **3. OBLIGATIONS OF THE KRG**

###### **3.1. Services offered**

The KRG will provide the population of the Kativik Region with the following services:

- a) offer assistance to parental insurance beneficiaries to complete all the necessary forms pertaining to the initial application for parental insurance benefits in the case where such assistance is required and with the beneficiary's consent, send the completed forms to the office designated by the MESS;
- b) serve as an intermediary with the MESS for every request for information about parental insurance, with the beneficiary's consent;
- c) provide general information, distribute QPIP forms and, if necessary, determine which documents are required from the beneficiary, photocopy and certify them.

###### **3.2. Confidentiality**

- a) All of the data and information collected by the KRG under the present mandate are confidential and shall be treated as such. These data and information shall remain the property of the ministre de l'Emploi, de la Solidarité sociale et de la Famille, hereinafter the "Minister", and must not be used by the KRG for purposes other than the performance of the present mandate;
- b) The KRG agrees that neither it nor its employees will disclose, without being duly authorized to do so by the Minister, the data and information collected within the context of the performance of the present mandate;

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- c) The KRG undertakes to take the necessary steps to ensure that each of the persons assigned to the performance of the present mandate certifies that no data or information obtained following his or her assignment to the performance of this mandate will be disclosed or brought to the knowledge of anyone whomsoever and that he or she will not use this information for his or her personal benefit;
- d) The KRG is responsible for any damage that may ensue from the failure to respect the confidential nature of the information in its possession. In this capacity, the KRG answers for all its employees, representatives or directors;
- e) Without limiting the scope of the foregoing, pursuant to Section 67.2 of the *Act respecting access to documents held by public bodies and the protection of personal information* (R.S.Q., c. A-2.1), the KRG recognizes the confidential nature of the personal information to which it will have access and consequently:
  - i. recognizes that it has read Sections 53, 54, 59 subsection 8), 64, 65, 67.2, 67.3, 71, 72, 73, 76, 124, 127 and 128 of that Act;
  - ii. undertakes to apply and distribute among its staff the planned security rules and any other additional step that might prove necessary to ensure the confidential nature of this personal information;
  - iii. undertakes to have signed by each of its employees assigned to the performance of this mandate, a confidentiality commitment and to make sure that this commitment is respected ; it also undertakes to remit to the Minister said confidentiality commitments;
  - iv. undertakes to immediately notify the Minister of any failure to respect the security measures and any event that may jeopardize the confidential nature of this personal information, as soon as it becomes aware of this fact;
  - v. undertakes to not keep any of this information at the end of its mandate in any form whatsoever.
- f) The KRG undertakes to indemnify, protect and take up the defense of the Minister against any recourses, claims, petitions and lawsuits initiated by any person for any cause or reason relating to the protection of personal information held by the Minister and, in particular, without restricting the general nature of the foregoing against any recourse, claim, petition or lawsuit by reason of the use by the KRG of this information for purposes other than those stipulated in the present mandate.

**4. FOLLOW-UP ON THE MANDATE AND REPRESENTATIVES OF THE PARTIES**

The follow-up on this mandate is ensured by the following representatives:

For the KRG: Director of the Department of Employment and training, income security, childcare service

For the MESS: Assistant Director General of the QPIP

If it becomes necessary to replace the representative of a party, said party shall notify the other party in writing.



## Appendix B – Mandates and Obligations of the KRG

### Part One

#### B.21 OPERATION OF PARC NATIONAL TURSUKUQ

*Mandate added by Amendment No. 10 of July 15, 2013*

##### 1. Description of the mandate

The Minister of Sustainable Development, Environment, Wildlife and Parks (hereafter the "Minister") mandates the Kativik Regional Government (hereafter the "KRG"), in compliance with Article 8.1.1 of the *Parks Act* (RSQ, c. P-9), management services for the operations, activities, and services of Parc national Tursukuj. The Minister thus delegates to the KRG the power to provide services, including maintenance services, and to organize the activities required for operation of the park, both inside and outside the park territory, the latter being subject to applicable legislation. The Minister and the KRG agree to sign a contract (hereafter the "Tursukuj Agreement"), granting the KRG, in compliance with Article 6 of the *Parks Act*, the power to carry out development, capital, and maintenance work in Parc national Tursukuj that is expected to maintain or improve the quality of the park, as well as the power to carry out such work outside the park if required for its operation, in this latter case subject to applicable legislation.

These powers shall be carried out in compliance with the *James Bay and Northern Quebec Agreement* (hereafter the "JBNQA"), the *Parks Act*, the *Parks Regulation* (RRQ c. P-9 r.25) and its subsequent amendments, the *Politique sur les parcs québécois*, and the Parc national Tursukuj management plan.

##### 2. Definitions

For the purposes of this mandate, unless the context involves a different meaning, the following definitions apply:

- a) "Inuit(s)" or "Cree(s)" or "Inuit beneficiary(ies)" or "Cree beneficiary(ies)" designate one or more Inuit or Cree people according to the *Act respecting Cree, Inuit and Naskapi Native persons* (RSQ, c. A-33.1);
- b) "Park" designates the Parc national Tursukuj;
- c) "Territory" designates the park's territory as well as aspects outside the park described in its management plan and that are required for its operations.

##### 3. Employment training budget

The funding described in Article 4 of the Sivunirmut Agreement covers the cost of job training for employees and managers assigned to park operations.

##### 4. Obligations of the KRG

The KRG agrees to:

- a) Provide operations management services, organize activities and services in the territory related to park functions according to the Parc national Tursukuj management plan, which will be attached to the Tursukuj Agreement, and ensure everyday maintenance of the park;
- b) Give priority to Inuits and Crees for the provision of services and activities associated with the park;
- c) Establish an emergency measures plan for the park. This document will define the procedure to be followed in situations where the safety of visitors or employees is in peril or the integrity of the natural environment or park equipment is threatened. The plan will specify the relevant information, the role of each person, and the steps to be followed in any situation requiring emergency intervention. The plan shall be submitted to the Minister for information within 12 months of the park's creation;

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- d) Prepare a social and environmental monitoring plan related to the park's creation, development, and use. The document will specify the methods used to monitor the social and environmental milieus following application of the various mitigation measures for impacts described in the document "*Étude d'impact sur l'environnement et le milieu social - Parc national Tursujuq*" produced by the KRG in 2008. Application of the plan will validate the effectiveness of the mitigation measures and enable corrective adjustments if necessary. The plan shall comply with the authorization certificate issued under Article 201 of the *Environment Quality Act* (RSQ, c. Q-2) by the Minister on December 4, 2012 (ref.: 3215-18-04) and shall be submitted to the Minister for approval 24 months after creation of the park;
- e) Prepare a business plan, which will cover a period of at least three years. It shall be submitted to the harmonization committee, which is created under Article 7 of this mandate, for comments. It shall include:
- A tourism development plan. The goal of the tourism development plan is to promote natural and cultural sites while maximizing the potential economic benefits for the park's region, including the northern villages of Umiujaq, Kuujjuarapik, and Inukjuak, as well as the Cree village of Whapmagoostui. The plan shall be submitted to the Minister for information within 24 months of the park's creation.
  - A marketing and communication plan for the park. The plan will specify how visitors will be attracted to the park from the northern villages of Umiujaq and Kuujjuarapik as well as the media that will be used. It will also describe the means adopted to describe the park, to inform visitors on preparations for coming to the park, and to warn of the possible dangers involved in visiting the park. This plan shall be submitted to the Minister for information within 12 months of the park's creation.
  - A tourism guide to Parc national Tursujuq. The guide will provide visitors with a description of the park's boundaries and its activity and accommodations sectors. It should also describe the services, activities, and possibilities offered by the northern villages of Umiujaq and Kuujjuarapik and their surrounding areas. This plan shall be submitted to the Minister for information within 12 months of the park's creation.
- f) Prepare a communication plan for residents of the northern villages of Umiujaq, Kuujjuarapik, Inukjuak, and the Cree village of Whapmagoostui. The goal of the plan is to help residents of the villages develop and benefit from tourism and the other economic opportunities associated with the park. This plan shall be submitted to the Minister for information within 12 months of the park's creation;
- g) Prepare a heritage conservation plan. This document will cover all aspects of natural and cultural heritage conservation. It will set realistic and measurable management objectives to ensure conservation of the territory and the preservation of protected habitats. It will include monitoring of facilities, management of the environment, continuity of knowledge acquisition, application of environmental regulations, and protection of wildlife. This plan shall be submitted to the Minister for information within 36 months of the park's creation;
- h) Prepare an education plan. This document will be a planning tool primarily for employees and managers of the KRG and more specifically the manager of the park's educational services and those who will be communicating the park's educational messages in understandable terms to the general public. This plan shall be submitted to the Minister for information within 24 months of the park's creation;
- i) Prepare in cooperation with the Minister a general training plan for the park's regular staff and managers. The documents and courses involved in this training shall be offered either in French, English, or Inuktitut depending on the training needs;

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- j) Charge every person who enters the park, travels within it, stays in it, or practises an activity in it—except for the Inuit and Cree beneficiaries of the JBNQA who are exercising their right to harvest under the *Act respecting hunting and fishing rights in the James Bay and New Québec territories* (RSQ, c. D-13.1)—the fees described in the *Parks Regulation* or its future amendments. The fees thus charged shall be allotted to the KRG;
- k) Work with the Cree and Inuit cultural bodies concerned to identify the sites and locations within the park that can benefit from a culturally appropriate name, in order to submit the information to the relevant authorities;
- l) Provide the Minister with all the texts, reports, documents, and works regarding this mandate, in French.

#### **5. Obligations of the Minister**

The Minister of Sustainable Development, Environment, Wildlife and Parks agrees to:

- a) Provide the KRG with the management plan for Parc national Tursujuq as well as any change or replacement to it; the management plan shall be attached to the Tursujuq Agreement as an integral part of it;
- b) Provide the KRG, according to its means, with all the available technical assistance it has and related to execution of this mandate;
- c) Cover all the costs including in particular legal fees and all costs related to carrying out this mandate, beyond all amounts and fees covered by the insurance policies mentioned in this mandate;
- d) Collaborate with the Cree and Inuit cultural bodies involved to identify sites and areas within the park that could benefit from a culturally appropriate name, in order to give the information to the appropriate authorities.

#### **6. Representatives**

The Minister designates the director of the Service des parcs at the Direction du patrimoine écologique et des parcs as her/his official representative for the purpose of applying this mandate and the Tursujuq Agreement. The KRG designates the director of its Renewable Resources, Environment, Lands and Parks Department, or any other person designated by the said director, as its official representative for the purpose of applying this mandate and the Tursujuq Agreement. If one party or another's representative requires replacement, that party will do so as soon as possible and inform the other party in writing.

#### **7. Harmonization committee**

A harmonization committee shall be established upon the date this mandate takes effect to ensure its implementation and to provide the KRG, Minister, and Makivik Corporation with all the relevant advice regarding the park's development.

The committee shall consist of two representatives of the Minister, three representatives of the KRG, one representative of the northern village of Umiujaq, one representative of the northern village of Kuujuarapik, one representative of the northern village of Inukjuak, two representatives of the Cree village of Whapmagoostui, one representative of Umiujaq's Annituvik land corporation, one representative of Kuujuarapik's Sakkuq land corporation, one representative of Inukjuak's Pituvik land corporation, one representative of Cree organizations, and one representative of the Makivik Corporation. One scientist shall also be named by the KRG and Minister to help the harmonization committee analyze scientific research projects. Resource people may be invited to the harmonization committee's meetings as needed.

The committee shall meet as often as needed or, to the extent possible, once every six (6) months and shall periodically report to the Minister, the KRG, and the Makivik Corporation on results achieved as well as difficulties encountered in implementing this mandate and the Tursujuq Agreement. It gives its opinion to the Minister, the KRG, and the Makivik Corporation when a disagreement or litigation occurs or when requests are

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made to amend this mandate or the Tursujuq Agreement. The committee shall also serve as a forum for discussion to prevent conflicts between activities related to the right to harvest as defined in Chapter 24 of the JBNQA and activities related to operation of the park.

Committee meetings shall be held within the territory of the northern villages of Umiujaq or Kuujjuarapik, and at least once a year a committee meeting shall be public.

The costs associated with committee meetings shall be covered by funds from the Sivunirmut Agreement, except for the accommodation and meal costs of representatives of the Minister.

**8. Assignment and outsourcing**

The rights and obligations contained in this mandate shall not be transferred, sold, or otherwise conveyed without written authorization from the Minister. The KRG may, however, engage the services of subcontractors to carry out this mandate, but the KRG remains responsible for the rights and obligations described by the mandate.

**9. Insurance**

The KRG shall subscribe to and maintain active for the duration of this mandate a general civil liability insurance plan totalling at least five million dollars (\$5 000 000), against any claim, bodily injury, death, material damage, or event that takes place on its territory, for which the Minister and KRG could be held jointly or severally liable.

In the case of outsourcing, the KRG's general civil liability insurance shall cover the work of subcontractors or the KRG shall ensure that its contracts with subcontractors include the obligation that they subscribe to and maintain in effect an insurance plan equivalent to the one described in this article.

The insurance certificates, copies of which shall be given to the Minister, shall include a clause indicating that the policy cannot be cancelled or coverage reduced without prior notice of thirty (30) days to the Minister.

Should the KRG not have this insurance policy in effect, it shall be responsible for any claim described in this article up to the sum of five million dollars (\$5 000 000).

**PART TWO**

**MANDATES FOR WHICH  
THE KRG RECEIVES A SUBSIDY**



## Appendix B – Mandates and Obligations of the KRG

### Part Two

#### B.15 GENERAL ADMINISTRATION OF THE KRG, MUNICIPAL MANDATES, LAND USE PLANNING AND ASSISTANCE TO NORTHERN VILLAGES

*Amended by Amendment No. 4 of August 24<sup>th</sup> 2007*

##### 1. Objectives

The objectives of this mandate are to allow the KRG to ensure:

- The activities of the Council, of the General Directorate and of auxiliary services, given the municipal nature of the KRG and a portion of its activities;
- The technical assistance and training for municipal elected officials and employees;
- The planning and management of the lands of the Kativik Region.
- The financing of these activities by the government is transitory financial aide that should diminish as the municipal milieu, i.e., the KRG and Northern villages, becomes capable of supporting financially its institutions and structures.

##### 2. Content of activities to be carried on

###### a) Municipal activities of the organization

Under Section 244 of the *Act respecting Northern villages and the Kativik Regional Government* (R.S.Q., c. V-6.1), the KRG acts as a local municipality for the entire unorganized territory north of the 55<sup>th</sup> parallel, except for category IA and IB lands assigned to the Whapmagoostui Cree.

In order to carry out this mandate, the KRG must ensure the operation of its decision-making structure, namely the Council, as well as its General Directorate and auxiliary services such as a corporate secretariat, a treasury department, a legal and municipal management department, etc.

###### b) Technical assistance and training for municipal elected officials and employees

The KRG must provide technical assistance and offer training to Northern villages in order to increase the level of knowledge of the employees in the villages in fields that are relevant to municipal activities in order to make the villages more autonomous in the performance of their duties. Appropriate steps must be taken to achieve this goal.

The KRG shall offer technical assistance in the following fields: legal affairs, management and municipal accounting, land use planning and development of the territory, engineering.

In this respect, the KRG shall prepare a technical assistance and training action plan and implement that plan. The action plan should list clear and realistic objectives over the short (0-3 years) and medium (3-5 years) terms, as well as indicate the means that the KRG intends to use to make the villages more autonomous. In addition to providing for the use, over the short term, of the sums specifically made available for this component, the action plan can also provide for actions over the longer term calling on the educational and training institutions and organizations, involving the promotion of certain basic technical trades corresponding to the needs in the villages.

###### c) Planning and management of lands in the Kativik Region

As the municipal organization responsible for the territory that it has been entrusted with, namely the Kativik Region, the KRG must prepare and update a master land management plan, and implement it.

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To that effect, KRG shall realize development activities with a view to putting in place a legal framework, tools and a territory management system, in particular. As concerned the creation of a land planning commission, KRG shall comply with the provisions of an eventual bill modifying the *Act respecting Northern Villages and the Kativik Regional Government*. During the first five years of the Sivunirmut Agreement, KRG must ensure:

- the continuation of the activities seeking to inform residents and territory users;
- the finalizing of the work related to the legislative amendments required to implement the master plan for the management of lands of the Kativik Region;
- the preparation of a land management regulation;
- the implementation of the regulation: design of an adapted management system for the territory, including the issue of licenses, the inspection process and the training of inspectors;
- the putting in place of measures that promote the acceptance by the community of the master plan.

**3. Performance Reporting**

The annual report of the KRG shall indicate the main activities performed as regards Section 2 a) of this mandate.

Moreover, the annual report shall take stock of the activities carried out and the objectives achieved in relation with Section 2 b) of this mandate.

Finally, the annual report shall show the activities performed concerning Section 2 c) of this mandate.



## **Appendix B – Mandates and Obligations of the KRG**

### **Part Two**

#### **B.16 CIVIL SECURITY AND FIRE PREVENTION**

*Amended by Amendment No. 7<sup>th</sup> of December 7, 2010*

##### **1. Purpose**

This present mandate seeks to support civil security and fire prevention activities in the Kativik Region within the context of the provisions to that effect in the Fire Safety Act, (R.S.Q., c. S-3.4), the Civil Protection Act (R.S.Q., c. S-2.3) and the *Act respecting Northern villages and the Kativik Regional Government* (R.S.Q., c. V-6.1).

##### **2. Obligations of the KRG**

The KRG agrees to:

- Act as a resource organization for public and private organizations, the Northern villages and various KRG services for all questions dealing with civil security and fire prevention;
- Coordinate the implementation of the action plan approved by the Direction générale de la sécurité civile et de la sécurité incendie of the ministère de la Sécurité publique;
- Provide technical assistance and continuous training to the personnel assigned to civil security and fire prevention in the Northern villages;
- Work in cooperation with the persons in charge of civil security and fire prevention of the ministère de la Sécurité publique;
- Pay to each Northern village for the duration of the Agreement an amount to be agreed upon with these villages to cover the costs of carrying out civil security and fire prevention;
- Submit each year an activity report to the Direction générale de la sécurité civile et de la sécurité incendie of the ministère de la Sécurité publique;
- Ensure the monitoring of the implementation of the fire safety cover plan by determining fire protection objectives for all its territory and the actions required to achieve those objectives;
- Hire a preventionist, who has completed the training set out in the *Regulation respecting the Conditions Governing the Exercise of Functions within a Municipal Fire Safety Service*, to carry out the inspection activities set out in the fire safety cover plan;
- Implement in each Northern Village a computerized management assistance system for fire safety services.

##### **3. Obligations of Québec**

Québec, via the ministère de la Sécurité publique, agrees to provide the KRG with the support and requisite expertise for implementing this Agreement.



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**Appendix B – Mandates and Obligations of the KRG**  
**Part Two**

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**B.17 REGIONAL RECREATIONAL AND SPORTS UNITS, AND VACATION CAMPS**

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The KRG has a mandate to work towards joint-action and consensus among the different people involved in recreation and sports and to meet their needs with a view to developing this sector for the benefit of the population served by the KRG.

The KRG has a mandate to increase access to vacation camps for financially disadvantaged people—among young people, the disabled, or families—by financially supporting villages that run such camps.

The KRG must present annually a report including the information needed to carry on its mandates to develop recreation and sports, its goals in this area and its actions to reach these goals, notably with regard to vacation camps.



**Appendix B – Mandates and Obligations of the KRG**  
**Part Two**

**B.18 REGIONAL CONFERENCE OF ELECTED OFFICERS**

*Mandate added by Amendment No. 2 of August 16<sup>th</sup>, 2005, modified by Amendment No. 5 of March 27<sup>th</sup>, 2009 and Amendment No. 10 of July 15, 2013*

**B.18 Regional Conference of Elected Officers**

**1. Purpose of the mandate**

The purpose of this mandate is to define the role and responsibilities the Minister of Municipal Affairs, Regions and Land Occupancy (MINISTER) is granting to the Kativik Regional Government (KRG) as a Regional Conference of Elected Officers, and to define the conditions for carrying out such role and responsibilities.

**2. Obligations of the KRG**

- a) Evaluate the local and regional planning and development organizations funded in whole or in part by the Government of Québec; foster cooperation among partners in the region; and as needed advise the MINISTER on regional development;
- b) Submit to the MINISTER and publish, particularly on its Web site:
  - A five-year development plan and all amendments to it, defining the general and specific development objectives for the region, within a perspective of sustainable development and land occupancy and vitality, taking into account as a priority youth participation in the region's democratic life as well as women, based on principles of equality, and with respect for the following guidelines:
    - Governmental and non-governmental organizations that carry out or contribute to the five-year development plan shall be identified in it;
    - Preparation of the plan shall be done according to a participatory and transparent consultation process chosen by the KRG and published on its Web site before consultations with its partners;
    - Before the five-year development plan is adopted by its executive committee, the KRG shall submit a draft to the regional director of the Ministère des Affaires municipales, des Régions et de l'Occupation du territoire (MAMROT) for comments regarding land occupancy and vitality;
  - An annual or multi-year action plan whose goal is to contribute to implementation of the five-year development plan, which includes the following elements:
    - Objectives as indicated in the five-year development plan and on which the KRG plans to act;
    - Planned actions;
    - Schedule;
    - Indicators and targets to measure accomplishment of the objectives;
    - Identification of actions that contribute to land occupancy and vitality;
  - An investment policy regarding the KRG's investments in relation to the Fonds de développement régional (FDR), taking into account and with respect for the FDR's standards, which includes in particular, when applicable, the following elements:
    - The FDR's objectives;
    - Eligible organizations;

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**Appendix B – Mandates and Obligations of the KRG**  
**Part Two**

- Eligible projects;
  - Eligible expenses;
  - The maximum amount that can be granted to a project;
  - Eligibility criteria;
  - Evaluation and analysis criteria;
  - The administrative process followed when handling a request;
  - The documents required from project developers to ensure accountability, including a report on use of the grant and accomplishment of the project.
- c) Submit a copy of the five-year development plan adopted by the KRG's executive committee to the minister responsible for the region as well as the president of the Conférence administrative régionale (CAR) du Nord-du-Québec;
- d) At the end of the five-year plan, report on the results as the plan's renewal process begins, and submit it to the minister responsible for the region as well as the president of the CAR;
- e) Once the government has published the global indicators enabling follow-up on progress in land occupancy and vitality, take their evolution into account in preparing the five-year development plan and its action plan;
- f) Communicate the KRG's meetings as a Regional Conference to the population of the KRG's territory and permit access to citizens who wish to attend;
- g) Invite the president of the CAR as an observer to each of the KRG's council meetings as a Regional Conference and provide him/her with all the documents given to directors;
- h) Upon request of a government department or agency and with approval of the MINISTER, carry out as a Regional Conference cooperation, consultation, coordination, and other mandates, according to the terms and conditions to be determined by the KRG, MINISTER, and department or agency concerned;
- i) Actively participate in the harmonization mechanism between the Cree Regional Authority acting as a Regional Conference, the Regional Conference created for the territory of the Municipality of Baie-James, and that of the towns of Chapais, Chibougamau, Lebel sur Quévillon, and Matagami, and the KRG acting as a Regional Conference, which was established for the benefit of the Nord-du-Québec administrative region;
- j) Ensure funding for the KRG's activities as Regional Conference, according to the FDR's available financing, to enable it to carry out its role and responsibilities and, when required, fund through the FDR specific agreements and other priority activities of a regional scope according to the five-year development plan in particular and the KRG's investment policy. In this regard, subsidies may be granted to any organization, including for-profit private enterprises. The KRG shall determine the amount of financial assistance to be granted. However, the total government assistance, including that of the KRG as Regional Conference, may not annually exceed 80% of the costs of all projects chosen;
- k) Submit to the MINISTER, by September 30 each year, its activity report for its role and responsibilities as Regional Conference, including in particular the list of projects authorized and funded by the FDR as well as accountability regarding its annual or multi-year action plan.

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**Appendix B – Mandates and Obligations of the KRG**  
**Part Two**

**3. Joint responsibilities of the parties**

Hold an annual meeting with representatives of the CAR to report on the previous year's accomplishments and the next year's action plan for the KRG acting as Regional Conference.

**4. Representatives of the parties**

For the purposes of applying this agreement, the MINISTER designates the deputy minister of the Ministère des Affaires municipales, des Régions et de l'Occupation du territoire to represent her/him. If a replacement is required, the MINISTER shall inform the KRG as soon as possible.

The KRG designates the director of its Regional and Local Development Department to represent it. If a replacement is required, the KRG shall inform the MINISTER as soon as possible.

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**Appendix B – Mandates and Obligations of the KRG**  
**Part Two**

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**B.19 LOCAL DEVELOPMENT CENTER**

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*Mandate added by Amendment No. 2 of August 16<sup>th</sup>, 2005 and amended by Amendment No. 4 of August 24<sup>th</sup>, 2007*

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**1. Purpose of the mandate**

The purpose of the following mandate is to define the role and responsibilities that the ministre du Développement économique, de l'Innovation et de l'Exportation (MINISTER) is entrusting to the KRG in terms of local development as well as the conditions under which they are exercised.

**2. Obligations of the KRG**

- a) The KRG undertakes to promote local development and entrepreneurial support within its territory. It entrusts the following mandates in particular to the Local Development Center, hereinafter referred to as LDC, that it designates to act as such:
- To offer a full range of front-line services to businesses, including by grouping them together or coordinating them; this offer of services can be made, if applicable, in partnership with other people or organizations, including from the private sector.
  - To develop a local action plan to stimulate the economy and create employment, particularly taking into consideration the five-year development plan established by the regional conference of elected officers of its territory and to see to the implementation of that local action plan.
  - To formulate a strategy for the development of entrepreneurship, including social economy entrepreneurship, taking into consideration national and regional orientations, strategies, and objectives.
  - To act as an advisory body for the benefit of the local employment center serving its territory.
- b) The KRG undertakes to contribute to the financing of the LDC, for the following activities:
- Operating expenses for the LDC, including costs related to studies and research;
  - Financial assistance for enterprise development and for support to local development projects, including financial assistance for young entrepreneurs for economic diversification and for the development of social economy enterprises;
  - Any other activity that is part of the mandates entrusted to the LDC.
- c) The amount of financial assistance provided for enterprise projects will be determined by the LDC according to its investment policy. Moreover, the combined financial assistance from the governments of Québec and Canada and from the LDC may not exceed 50% of the costs in the case of a profit-making business and 80% in the other cases, including a non profit-making enterprise and a cooperative.
- d) The KRG must ensure that the LDC used the government contributions awarded under the loan agreement between the government and the LDC to establish the Local Investment Fund (LIF) according to the following modalities:



## Appendix B – Mandates and Obligations of the KRG

### Part Two

#### - General Component

The assistance provided by the LDC, out of amounts allocated by the government within the LIF, shall be for business startup or development projects, including social economy enterprises, whose objective complied with the investment policy of the LDC.

The assistance may take the form of a loan, equity-type loan, loan guarantee, security, acquisition of bonds or other debt instruments, investment in share-capital, capital stock, or other investments, excluding investment in the form of subsidies, waiving interest, waiving capital, sponsorships, donations, and other expenditures of the same nature, in compliance with the LDC's investment policy.

Capital expenditures (such as land, buildings, equipment, machinery, automotive equipment, incorporation fees, and any other expenditures of the same nature, except goodwill), the acquisition of technology, software of software packages, patents, and any other expenditures of the same nature (excluding research and development activities), as well as working capital needs strictly related to the business' operations calculated for the first year of operation are eligible expenditures.

The financial assistance may not be used for an organization's operations to finance debt servicing, to refund future loans, or to finance a project that has already been carried out. Expenditures allocated to carrying out a project made prior to the date that the official request for assistance is received by the LDC are not eligible.

The amount of the financial assistance will be determined by the LDC. Moreover, the combined financial assistance of the governments of Québec and Canada and from the LDC shall not exceed 50% of eligible expenditures for each of the projects, except for social economy business projects, for which financial assistance may reach 80%.

#### - "Succeeding Generation" component

This component is intended to encourage the transition in existing businesses and concerns any young entrepreneur less than 35 years of age wishing to acquire a significant interest of at least 25% of an existing business.

Expenditures for acquiring ownership of the business' property (voting stock or shares) as well as fees for professional services directly related to the acquisition transaction are eligible expenditures.

The assistance will take the form of an interest-free loan not exceeding \$25,000, which must be accompanied by deferred repayment of capital for the first year. The loan to a young entrepreneur under this component may amount to 80% of eligible expenditures. Combined financial assistance from the governments of Québec and Canada and the LDC may not exceed 80% of eligible expenditures.

Any transaction for acquiring the ownership rights of the business that is entered into prior to the date that the official request for assistance is received by the IDC is not eligible.

The financial assistance is subject to the young entrepreneur's obligation to work full-time in the business and to remain the owner of at least 25% of the value of the business for the term of the loan.

- e) The KRG must ensure that the LDC keeps appropriate accounts and records concerning the use of financial assistance awarded under this mandate.

**Appendix B – Mandates and Obligations of the KRG**  
**Part Two**

- f) The KRG must submit to the MINISTER the LDC's annual report and a copy of the LDC's financial statements, accompanied by the auditor's report for the previous fiscal year. These reports must include results obtained with respect to front-line services to business as well as results obtained with respect to each of the expectations stated by the KRG to the LDC, and must include activities carried out under the Local Investment Fund and activities carried out as part of economic diversification.
- g) The KRG must enter into an agreement with the LDC to follow up on its obligations issuing from this agreement. The agreement must include provisions concerning the LDC's commitment to comply with the conditions of its designation as well as provision relating to the agreement's termination in case of default by the LDC.

**3. Representatives of the parties**

The MINISTER, for purposes of the application of this agreement, appoints the directeur général de la région Nord-du-Québec, as his representative. If a replacement becomes necessary, the MINISTER will notify the KRG as soon as possible.

The KRG appoints its director of the Research and Economic Development Department as its representative. If a replacement becomes necessary, the KRG will notify the MINISTER as soon as possible.

## Appendix B – Mandates and Obligations of the KRG

### Part Two

#### B.20 PARA-TRANSIT SERVICES FOR THE DISABLED AND CERTAIN BASIC PUBLIC TRANSIT SERVICES

*Mandate added by Amendment No. 3 of March 31<sup>st</sup>, 2006 and amended by Amendment No. 4 of August 24<sup>th</sup>, 2007*

##### 1. Purpose

The mandate seeks to support, on the territory of the 14 northern villages of the Kativik Region, a para-transit service for the disabled under the provisions of the Programme d'aide gouvernementale au transport adapté aux personnes handicapées (Government para-transit assistance program) of the ministère des Transports du Québec (MTQ) and a public transit service within the context of the provisions stipulated in the Programme de transport collectif en milieu rural (Rural area public transit program) of the MTQ.

##### 2. Obligations of the KRG

The KRG undertakes to:

###### **Para-transit services**

- offer throughout the territory of the 14 northern villages of the Kativik region a para transit service adapted to the needs of eligible disabled persons for a service delivery of a minimum of 13,000 hours;
- make sure that each northern village provides the para transit service by means of a vehicle (of the adapted minibus type capable of accommodating one person in a wheelchair and six (6) ambulatory persons) and a driver, see to the maintenance, and assume all the expenses related to the vehicle.
- equip each northern village with a wireless telephone communication system.
- ensure the administration of the service throughout the territory as well as the dispatching of calls;
- provide technical assistance and training to the personnel in charge of para transit services for the disabled;
- make sure that the eligibility criteria found in the eligibility policy of the Programme d'aide gouvernementale au transport adapté aux personnes handicapées (Government para transit assistance program) of the MTQ are applied while being adapted to regional specificities;
- send the MTQ a sheet describing the organization mandated to ensure para-transit services for the disabled;
- submit to the MTQ on an annual basis a statistical report that meets the requirements of section five of this mandate.

###### **Public transit in a rural setting**

- offer a public transit service throughout the territory of the 14 northern villages of the Kativik region;
- provide technical assistance and training to the personnel in charge of public transit services.

**Appendix B – Mandates and Obligations of the KRG**  
**Part Two**

**3. Obligation of Québec**

Québec, by way of the MTQ, undertakes to provide the KRG with the necessary technical support to carry out this mandate.

**4. Subcontracting and assignment**

The KRG can avail itself of subcontracting services to carry out this mandate, but it remains responsible for the rights and obligations found herein.

The rights and obligations found in this mandate cannot be assigned, sold or otherwise conveyed without the authorization of the MTQ.

**5. Performance reporting**

The annual report of the KRG will have to indicate the main activities carried out within the context of this mandate.

The statistical report related to the para-transit service will have to itemize and break down for each of the northern villages the information on the trips made during the year and include the number of eligible persons as well as the number of annual trips made for work-related reasons and the number of annual trips related to other purposes.

**6. Representative of the parties**

For the purposes of this mandate, the ministre des Transports designates the Director of the Bureau de la coordination du Nord-du-Québec to represent him.

Similarly, the KRG designates its Director of Transportation Services.

In the event that a party wishes to change its representative, it shall notify the other party at least ten (10) days prior to the effective date of change.

**APPENDIX C**

**MODALITIES APPLICABLE TO  
ADMINISTRATION AND  
BUILDINGS MANAGEMENT**



**Appendix C****Modalities applicable to administration and buildings management**

The KRG may deduct within the annual Block Funding envelope a percentage of administration fees varying from 10% to 15% of the funds attributed by Québec to the KRG. Such administration fees are intended to cover the following administrative services:

- accounting and payroll services;
- legal services;
- technical assistance in networking and computer field;
- maintenance of office automation equipment;
- management of human resources;
- negotiation of collective agreements and handling of grievances;
- messenger service;
- information services;
- regular use and replacement of office equipment (furniture, computer equipment) and vehicles;
- reception services;
- procurement services (purchases, shipping/receiving of merchandise, logistical support for travel, inventories, etc.).

The KRG may deduct office space rental fees within the annual Block Funding Envelope. These fees are established at a rate per square meter, which is the same for all programs and calculated on the basis of the following actual costs: insurance, heating, electricity, maintenance, municipal taxes, land rental, replacement of immovables and, where applicable, repayment of loans. Rental fees are established by multiplying the rate per square meter by the office space required to implement each program.

The KRG may establish employees' housing rental fees within the annual Block Funding Envelope. These fees are established according to the size of the accommodations, are the same for all KRG departments or other agencies and are calculated on the basis of the following actual costs: insurance, heating, electricity, maintenance, municipal taxes, land rental, renovation and replacement of buildings and, where applicable, repayment of loans.





## **Appendix D**

### **Indexing Formula**



**Appendix D**  
**Indexing formula**

**1. 1<sup>st</sup> YEAR OF APPLICATION OF THE ANNUAL ADJUSTMENT OF THE BLOCKING FUNDING BUDGET OF THE KRG**

**1.1. Indexing formula**

As of January 1<sup>st</sup>, 2005, the Block Funding of the KRG stipulated in Section 4 of the Agreement for the 2004-2005 financial year of Québec will be adjusted by applying the following formula:

$$\begin{aligned} & 1 \\ & + \\ & \left[ \frac{\text{MPN1999 - 2003} - \text{MPN1998 - 2002}}{\text{MPN1998 - 2002}} \right] \\ & + \\ & \left[ \frac{(\text{PEQc2004 - 2005} \div \text{PQc July 2004}) - (\text{PEQc2003 - 2004} \div \text{PQc July 2003})}{\text{PEQc2003 - 2004} \div \text{PQc July 2003}} \right] \end{aligned}$$

**Where:**

- **MPN 1998 - 2002** means: the mean population of the Kativik Region from 1998 to 2002 inclusively;
- **MPN 1999 – 2003** means: the mean population of Kativik Region from 1999 to 2003 inclusively;
- **PEQc 2003 - 2004** means: the program expenditures of the Québec government for the 2003 2004 financial year;
- **PEQc 2004 - 2005** means: the program expenditures of the Québec government for the 2004-2005 financial year;
- **PQc July 2003** means: the population of Québec as of July 1<sup>st</sup>, 2003;
- **PQc July 2004** means: the population of Québec as of July 1<sup>st</sup>, 2004.

*Program expenditures of the Québec government:* represent the total operation expenditures of all ministries of the Québec government, except the consolidated organizations and the debt service.

**The result of the application of this indexing formula is the indexing factor.**

**1.2. Data sources used**

The data sources used will be the following:

**For the population data of the Kativik Region and Québec**

- Institut de la statistique du Québec (ISQ) (estimate of the population of the Kativik Region per village based on the latest census, corrected by net undercount); data available on the web site of the ISQ;
- Statistics Canada (population of Québec as of July 1<sup>st</sup>); data available on the web site of Statistics Canada (table 051-0001).

**For the program expenditures of Québec**

Ministère des Finances (document available at the time of the tabling of the Budget Speech) : Budget Plan: section 2, program expenditures presented in the table entitled "GOVERNMENT OF QUÉBEC BUDGET EXPENDITURES (in \$ million)".

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**Appendix D**  
**Indexing formula**

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*Amended by Amendment No. 1 of November 24<sup>th</sup>, 2004*

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**2. SUBSEQUENT YEARS OF APPLICATION OF THE ANNUAL ADJUSTMENT OF THE BLOCK FUNDING BUDGET OF THE KRG**

Beginning on January 1<sup>st</sup>, 2006 and until the end of the Agreement, the formula applied for the adjustment of January 1<sup>st</sup>, 2005 will continue to be used, by modifying the reference years for the calculation of the adjustment factor of each year.

The sources used will be the same as those used for the January 1<sup>st</sup>, 2005 adjustment.

**3. ESTIMATE OF THE ADJUSTED AMOUNT**

No later than December 15<sup>th</sup> of each year, Québec will make an estimate of the adjusted amount for the following year based on the most recent data available concerning:

- The population of the Kativik Region;
- The population of Québec;
- The program expenditures of the government of Québec.

No later than December 15<sup>th</sup> of each year, Québec will have to send the result of this estimate to the KRG representative.

This estimate can also be the subject of discussions between the Parties during the three weeks following the receipt by the KRG of the estimate made by Québec.

The data dealing with the population of Québec and of the Kativik Region as well as those dealing with the program expenditures of the government of Québec used for the estimate of the adjusted amount will have to be comparable from one year to the next. This will ensure that a change of a methodological, accounting or other nature in the accounting of these data does not create a break, when data are compared from one year to the next and for these reasons, does not influence the adjusted amounts.

**4. REVISION OF THE ESTIMATES OF THE ADJUSTED AMOUNTS PAID**

No later than December 15<sup>th</sup> of each year, Québec will revise its estimates of the adjusted amounts paid for, at most, the previous five financial years from that year, based on the most recent data available pertaining to:

- The population in the Kativik Region;
- The population of Québec;
- The program expenditures of the government of Québec.

No later than December 15<sup>th</sup> of each year, Québec will have to send the result of this revision (these revisions) to the KRG representative.

This revision or these revisions may also be the subject of discussions between the Parties during the three weeks following the receipt by the KRG of the revision(s) made by Québec.

In the case where the replacement of the estimated data by the most recent data were to lead to a readjustment of the indexing factor for one or more financial years in particular and, in so doing, were to result in the revision of the annual payment payable for this or these financial years, the payment of the financial year that follows the year of the revision will be adjusted by an equivalent amount to fully reflect the retroactive payment or the retroactive withholding required for each of the financial years in question.

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**Appendix D**  
**Indexing formula**

This retroactive payment or this retroactive withholding will extend over the three installments of the months of April, July, and December of the financial year that follows the year of the revision.

The annual payment for a given financial year will be final and will be subject to no further revisions after five years.

The data dealing with the population of Québec and of the Kativik Region as well as those dealing with the program expenditures of the government of Québec, used for the revision(s) of the adjusted amount, will have to be comparable from one year to the next. This will ensure that a change of a methodological, accounting or other nature in the accounting of these data does not create a break, when data are compared from one year to the next and for these reasons, does not influence the adjusted amount.

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*Amended by Amendments No. 1 of November 24<sup>th</sup>, 2004 and No. 3 of March 31<sup>st</sup>, 2006*

**5. SETTLEMENT OF DISPUTES REGARDING THE AMOUNTS PAID**

In the event that Québec and the KRG do not agree on the final determination of the annual payment of Québec for a given financial year, this dispute may be submitted to the dispute settlement mechanism stipulated in Appendix E of the Agreement.



## **Appendix E**

### **Dispute resolution mechanism**





## **Appendix E**

### **Dispute resolution mechanism**

#### **1. INTRODUCTION**

The Parties will endeavor to avoid recourse to the judicial system for the purposes of the interpretation and implementation of this Agreement. To this end, the Parties agree to put in place a dispute resolution mechanism to ensure that recourse to courts or other forums only occurs as a last resort.

#### **2. DEFINITION**

For the purposes of this dispute resolution mechanism, a dispute is defined as any controversy, claim or disagreement arising out of the interpretation or implementation of this Agreement and which is formally raised by any of the Parties for these purposes.

#### **3. PARTIES TO THE DISPUTE**

The only Parties authorized to bring disputes for resolution under the present dispute resolution mechanism are the following Parties namely: the KRG and Québec.

#### **4. PROCEDURE TO BE FOLLOWED WITH RESPECT TO RESOLUTION OF DISPUTES**

The Parties will endeavor in good faith to settle the dispute through cooperation and consultation in order to arrive at a mutually satisfactory solution.

Failing resolution by the Parties themselves, within 30 days, the dispute shall be referred for resolution to the Joint Coordinating Committee established pursuant to the provisions of Section 14 of this Agreement.

Failing resolution by the Joint Coordinating Committee within 30 days, the dispute shall be referred to an independent and impartial third party for mediation as hereinafter set out:

- a) The mediator shall be chosen jointly by the Parties within 30 days, and failing agreement, by a Judge of the Superior Court of Québec, upon application to the court;
- b) The Parties shall each submit to the mediator their views on the issue in dispute;
- c) The Parties undertake, that as a condition of the mediation process, to renounce to any prescription acquired and to agree that the prescription (if applicable) of any right, claim or matter which is the subject of the dispute shall be interrupted and shall, if necessary, be specifically renounced from time to time until the mediator declares the mediation process to be at an end;
- d) The mediation process and all proceedings in connection therewith shall be and will remain confidential;
- e) The mediator shall issue a report or make recommendations within 60 days after his appointment;
- f) Any party may request that the mediator terminate the mediation process before the end of the 60 days when there are reasonable and probable grounds to believe that, despite the best efforts of the Parties acting in good faith, no settlement is likely to be reached in the dispute through mediation.

At any time during the course of the mediation process, the Parties may agree to grant to the mediator the powers, authority and jurisdiction of an arbitrator, including those of an amiable compositeur, the whole within the meaning, and as set out in the Civil Code of Québec and the Code of Civil Procedure of Québec. In that case, the mediator shall render a decision within three months after being granted the powers, authority and jurisdiction of an arbitrator.

Each party will assume its expenses related to the mediation. 50% of the expenses and fees of the mediator will be supported by Québec, and 50% by the KRG.