

**CONSULTATION AND ACCOMMODATION AGREEMENT
BETWEEN THE GOUVERNEMENT
DU QUÉBEC AND Kebaowek First Nation**

AGREEMENT

BETWEEN: **Le gouvernement du Québec**, represented by
the ministre responsable des Relations avec les
Premières Nations et les Inuit, and the ministre
responsable des Relations canadiennes

hereinafter referred to as "Québec"

AND: **Kebaowek First Nation**, having duly authorized
by resolution Chief Lance Haymond to act
herein

hereinafter referred to as "Kebaowek"

collectively referred to as the "Parties"

WHEREAS the Supreme Court of Canada has recognized that the government has a duty to consult and, in certain circumstances, accommodate Aboriginal peoples when it is aware of the potential existence of a right protected by section 35 of the *Constitution Act, 1982* and is contemplating measures that may have an adverse effect on it;

WHEREAS Québec acknowledges its obligations to consult and accommodate the First Nations of Québec;

WHEREAS Kebaowek asserts rights recognized and affirmed by section 35 of the *Constitution Act, 1982* and asserts that those include, in particular, the right to self-government.

WHEREAS in 2013, Kebaowek submitted to Quebec, jointly with two other Algonquin First Nations, its *Statement of Asserted Aboriginal Right and Title*, which included a provisional map and stated that the

research for the geographic range of its asserted Aboriginal rights was in progress;

WHEREAS Québec acknowledges and respects these assertions;

WHEREAS the Assemblée nationale du Québec adopted resolutions on October 8, 2019, on February 18, 2020 and on October 1, 2020 expressing its assent to the principles of the *United Nations Declaration on the Rights of Indigenous Peoples* (UNDRIP);

WHEREAS Kebaowek has made a commitment to its members to see to the implementation of the *UNDRIP* in its relations with Québec;

WHEREAS Kebaowek has expressed its dissatisfaction in regards to consultation;

WHEREAS Québec is sensitive to this situation;

WHEREAS the Parties are seeking to renew their relationship with respect to consultation and therefore to agree on an adequate consultation and accommodation process to enable Kebaowek to participate fully in consultations regarding measures of Québec that may affect its asserted rights;

WHEREAS the Parties wish to enter into a consultation and accommodation agreement;

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Definitions

In this Agreement, unless the context otherwise requires, the following terms will have the meanings set forth below:

- 1.1. Measure: A decision contemplated by Québec that may adversely affect the rights protected by section 35 of the *Constitution Act, 1982* (the "Rights of Kebaowek") that is exercised in relation to the Territory of Application of this Agreement. It is understood that a measure of general and impersonal scope, such as a bill, draft regulation or draft policy, does not constitute a measure for the application of this Agreement.
- 1.2. Québec: For the purposes of section 6, "Québec" refers to the minister responsible for making a decision regarding the Measure or to the minister responsible for conducting the consultation or accommodation process, as the case may be.
- 1.3. Emergency situation: A situation requiring a rapid response from Québec related to public safety, public health, an environmental emergency or another issue of a similar nature.

2. Objectives

The purpose of the Agreement is to:

- 2.1. Agree on the principles that will guide the consultation and accommodation process;
- 2.2. Agree on a general consultation and accommodation process and, as the case may be, specific processes applicable to certain Measures;
- 2.3. Enable Kebaowek to express its concerns regarding the Measures and, where appropriate, for the Parties to identify accommodations to address these concerns;
- 2.4. Encourage and foster harmonious relations within the Territory of Application;
- 2.5. Improve communication about the Measures and facilitate the exchange of information between the Parties.

3. Funding

- 3.1. Québec will provide Kebaowek with financial support to enable its full participation in the consultation and accommodation processes, through the programs provided for this purpose, subject to budgetary appropriations voted by the Assemblée nationale, the availability of funds, and in accordance with the conditions applicable pursuant to these programs.

Where possible under these programs, the Parties will promote the conclusion of a multi-year funding agreement to support participation in consultation and accommodation processes. It is understood that Kebaowek may submit requests for additional funding when an exceptional situation arises that results in significant and unexpected expenses.

- 3.2. Québec will endeavour to process Kebaowek's applications for financial support pursuant to section 3.1 as promptly as possible and within the funding period covered by the applications. Kebaowek will endeavour to complete all required reporting in a timely manner.
- 3.3. In the event that these programs are not renewed, Québec undertakes to seek an alternative source of funding.

4. Territory of Application

- 4.1. The Territory of Application of this Agreement is illustrated by the map in Appendix A (the "Territory of Application").

This map also identifies areas that are particularly culturally sensitive for Kebaowek, and the latter is prone to make a higher impact assessment in these areas (the "Sensitive Areas").

- 4.2. The Parties agree that the Territory of Application identified by them serves solely for the purposes of the application of this Agreement, is not intended to limit Kebaowek's land claims, and is without regard to Québec's position in relation thereto.

- 4.3. The Parties agree that the Territory of Application may be modulated in the sectoral appendices provided for in section 7 according to the needs and objectives of the Parties for the specific processes agreed therein.

5. Principles guiding the consultation and accommodation process

The consultation and accommodation process described in section 6 is developed and implemented in accordance with the following principles:

- 5.1. The consultation and accommodation process is initiated as early as possible in the decision-making process for a Measure so that the concerns of Kebaowek can be taken into account;
- 5.2. The consultation and accommodation process will be carried out in a spirit of cooperation. The Parties will make all reasonable efforts to ensure their full participation in the process. To this end, they will act with diligence, flexibility and good faith, and will take into consideration the needs and constraints expressed by the other Party;
- 5.3. The purpose of the consultation and accommodation process is to ensure clear, understandable and relevant communication and exchange of information. The Parties will encourage discussion and dialogue with the objective of reaching a mutual understanding of the issues at stake, notably with respect to the concerns expressed by Kebaowek and possible accommodation measures;
- 5.4. The consultation and accommodation process may vary in content, scope and initial timeframe, depending on the nature of the Measure and the extent of its potential adverse effects on the Rights of Kebaowek;
- 5.5. The consultation process provides for reasonable timeframes for Kebaowek to suitably respond to requests. Either party may request a modification of the deadlines, which the other party may not refuse without a valid reason;
- 5.6. In the event of an Emergency situation, as defined in the present Agreement, Québec may waive the consultation and accommodation process set out in this Agreement. In such a

case, Québec will immediately inform Kebaowek in writing of the exceptional situation and explain the reasons for the derogation. Québec identifies a person with whom Kebaowek may exchange concerning the situation. Québec will then make every reasonable effort to suitably address the concerns expressed by Kebaowek.

6. Consultation and accommodation process

- 6.1. To begin the consultation and accommodation process, Québec will send a written notice to Kebaowek. This notice will state that its purpose is to trigger consultation for a Measure and will include the following information:
 - A) A detailed description of the Measure, including the available, relevant and necessary information to enable Kebaowek to determine whether the Measure may have adverse effects on the Rights of Kebaowek;
 - B) The location and, if applicable, the layout or surface area where the Measure would be implemented, including geolocation files, ideally geomatic (.SHP) when they are available and able to be shared;
 - C) The period and duration of work, if applicable;
 - D) The desired timeframe for a response from Kebaowek;
 - E) Contact information of the designated person who is available to carry out the consultation and to respond in a timely manner to Kebaowek's questions.
- 6.2. Within the timeframe indicated in Québec's notice or as otherwise agreed, Kebaowek will send Québec a written response detailing how the Measure is likely to adversely affect the Rights of Kebaowek, including cumulative effects, if any, and proposing the accommodation measures Kebaowek considers appropriate, if any.
- 6.3. Following receipt of a written response from Kebaowek, the Parties may communicate and meet as required, in particular to ensure a better understanding of the concerns of Kebaowek and how they are being taken into account by Québec. On this occasion, Kebaowek may clarify its comments and provide additional information if required. Additional discussions on

accommodation measures, including those proposed by the Parties, may take place if the Parties deem it necessary.

- 6.4. Québec will inform Kebaowek in writing of its decision concerning the Measure. This notice will include a summary of the consultation process carried out, explain how Québec has taken into account the concerns expressed by Kebaowek and indicate the accommodation measures selected, if any.
- 6.5. The Parties acknowledge that English is the working language of Kebaowek band council and of a large part of its members. For that reason, Kebaowek expresses a preference for receiving documentation in English when possible.

7. Sectoral appendices

- 7.1. The Parties agree to the possibility of negotiating appendices to this Agreement dealing with Targeted Measures and providing for adapted consultation and accommodation processes. These processes can also take into account the Sensitive Areas identified in Appendix A.
- 7.2. Where such an appendix is agreed upon, the processes set out therein may, as appropriate, supplement, clarify, amend or replace the processes set out in section 6 and what is set out in section 5.6 for Targeted Measures.

8. Liaison committee

- 8.1. On the effective date of this Agreement, the Parties will establish a liaison committee (the "Liaison Committee") composed of representatives of Québec and Kebaowek, appointed respectively by each of the Parties. The representatives of the Parties have the necessary authority to enable the Liaison Committee to fulfill its mandate.
- 8.2. With regard to the matters covered by this Agreement, the Liaison Committee is responsible for maintaining and improving relations between the Parties, it provides a forum for discussion and it intervenes, where necessary, to help resolve disputes between the Parties.
- 8.3. The Liaison Committee is also responsible for reviewing this Agreement, as provided for in section 12.

- 8.4. The Liaison Committee meets once a year or whenever the Parties deem it necessary.

9. Dispute settlement

- 9.1. The Parties will at all times prioritize dialogue to resolve any dispute arising from the interpretation or implementation of this Agreement.
- 9.2. Should any dispute arise in the course of the execution of this Agreement or pertaining to its interpretation, the Parties, in the first instance, and the Liaison Committee thereafter, undertake to make every effort to try to resolve it through dialogue in a spirit of openness and collaboration.
- 9.3. Sections 9.1 and 9.2 do not prevent in any way a party from taking legal action beforehand if it is necessary for the preservation of their rights.

10. Confidentiality

- 10.1. Subject to applicable legal or regulatory provisions on access to information or confidentiality measures that may be agreed upon with a third party, the Parties will exchange relevant and available information.
- 10.2. When communicating information as part of a consultation and accommodation process, the Parties will determine whether the information exchanged is to be treated as confidential and, if so, will implement the necessary confidentiality measures, subject to applicable laws.

11. Effective date, term, termination and amendment

- 11.1. This Agreement will come into force thirty (30) days after the date of the last signature (the "Effective Date").

- 11.2. The term of this Agreement is five (5) years from the Effective Date, renewable for five (5) year periods with the written consent of the Parties.
- 11.3. Either Party may terminate this Agreement by giving three (3) months' written notice to the other Party.
- 11.4. This Agreement may be amended at any time with the written consent of the Parties.

12. Review of the Agreement

- 12.1. This Agreement will be reviewed by the Liaison Committee two (2) years after the Effective Date.
- 12.2. At the time of the review provided for in section 12.1, the Liaison Committee will examine the implementation of this Agreement and assess whether any amendments are required. This assessment may, if necessary, include the Territory of Application. The Committee can also evaluate the merits of other review periods before the end of the agreement's term.

13. General provisions

- 13.1. The preamble and appendices form an integral part of this Agreement.
- 13.2. The Parties agree that the consultation and accommodation process provided for in this Agreement, where applicable, is intended to enable Québec to fulfill its duty to consult and, where applicable, accommodate with respect to Kebaowek.
- 13.3. This Agreement is not a treaty or a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
- 13.4. This Agreement does not create, recognize, deny or otherwise affect any existing aboriginal or treaty rights recognized and affirmed under section 35 of the *Constitution Act, 1982*. For greater certainty, this Agreement is entered into without prejudice to any position that a Party may take with respect to the existence, scope and extent of such rights.

- 13.5. This Agreement does not affect the duty to consult and accommodate that Quebec may have towards Kebaowek for measures that are not covered by the Agreement, if any.
- 13.6. This Agreement does not affect the obligations that Québec may have toward any Aboriginal group that is not a party to this Agreement, nor does it affect the means at its disposal to meet these obligations.
- 13.7. This Agreement was drafted in both French and English. Both versions have the same legal value.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED:

For Québec

For Kebaowek First Nation

Original signed

Ian Lafrenière,
Ministre responsable des Relations avec
les Premières Nations et les Inuit

Original signed

Lance Haymond,
Chief

Date

Date

Original signed

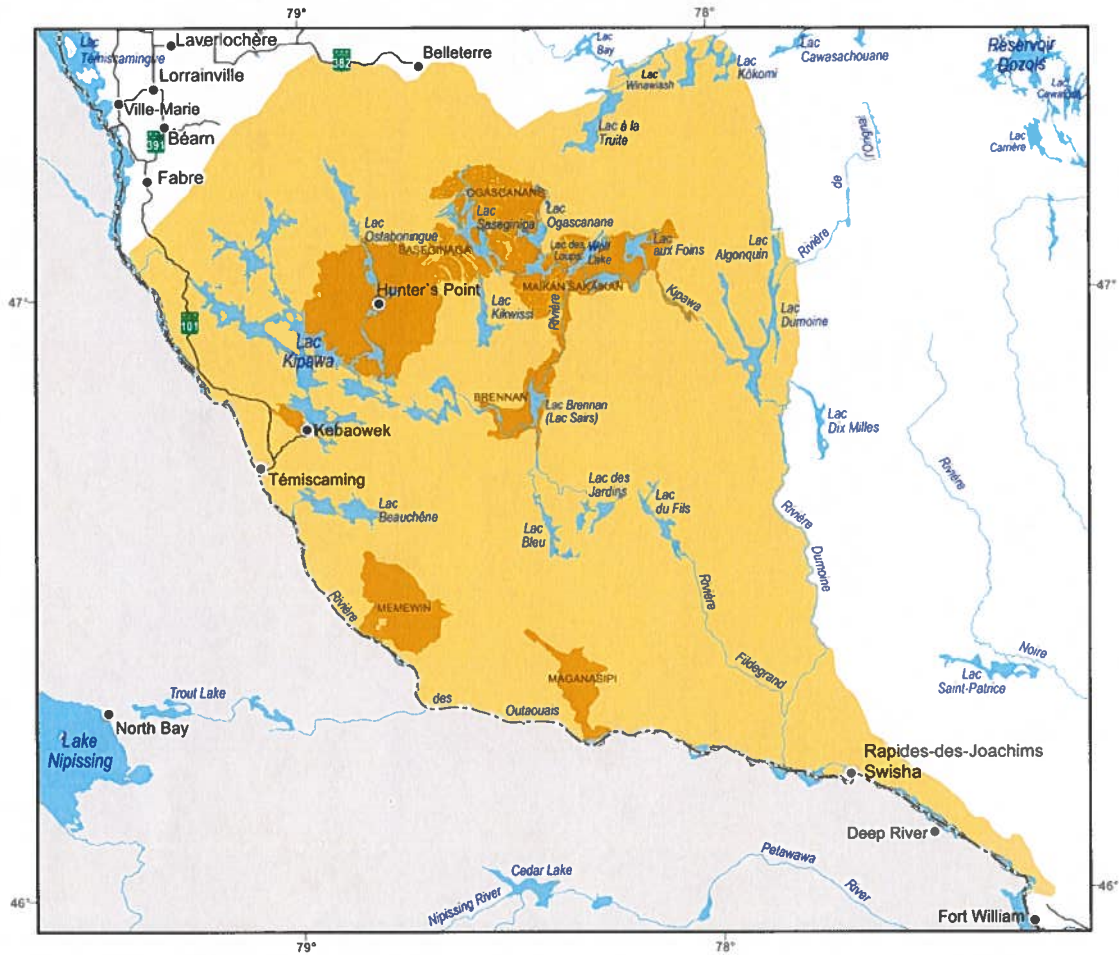
Jean Boulet,

Ministre responsable des Relations
canadiennes

14 juillet 2026

Date

APPENDIX A : TERRITORY OF APPLICATION



Localisation / Location



Territoire / Territory

- Territoire d'application
Territory of application
- Zones sensibles identifiées par Kébaowek
Sensitive Areas identified by Kébaowek

Réseau routier / Road network

- Routes locales et collectrices
Local and Collector Roads

Frontière / Border

- Frontière interprovinciale
Interprovincial border
- Frontière internationale
International border



Métadonnée / Metadata

Projection cartographique / Map projection: Mercator transverse modifiée (MTM) fuseau 10 / MTM zone 10

Sources

Données / Data	Organisme / Organization	Année / Year
Carte de base / Base map	MRNF	2024

Réalisation / Production

Ministère des Ressources naturelles et des Forêts
Direction des affaires autochtones

Note: Cette carte sert uniquement à l'application de la présente entente.
Note: This map only serves for the purposes of the application of this Agreement

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Ressources naturelles
et Forêts
Québec