

**FUNDING AGREEMENT FOR THE FINANCIAL YEAR  
2022-2023**

**CONCERNING**

**THE AGREEMENT ON GOVERNANCE IN  
THE EEYOU ISTCHEE JAMES BAY TERRITORY**

**BETWEEN**

**THE CREES OF EEYOU ISTCHEE**

**AND**

**THE GOUVERNEMENT DU QUÉBEC**

**FUNDING AGREEMENT FOR THE FINANCIAL YEAR  
2022-2023 CONCERNING  
THE AGREEMENT ON GOVERNANCE IN  
THE EYYOU ISTCHEE JAMES BAY TERRITORY**

**Between:** **THE GOUVERNEMENT DU QUÉBEC**,  
represented by the ministre responsable des  
Relations avec les Premières Nations et les Inuit, Ian  
Lafrenière, and the ministre responsable des  
Relations canadiennes et de la Francophonie  
canadienne, Jean-François Roberge,  
  
(Hereinafter, “**Québec**”)

**And:** **THE CREES OF EYYOU ISTCHEE**, acting  
through the Grand Council of the Crees (Eeyou  
Istchee) and the Cree Nation Government,  
represented by Mandy Gull-Masty, Grand Chief and  
Chairperson,  
  
(Hereinafter, the “**Crees**”)  
  
(Québec and the Crees hereinafter called together the  
“**Parties**” and separately a “**Party**”)

**PREAMBLE**

**WHEREAS** on July 24, 2012, the Parties signed the *Agreement on Governance in the Eeyou Istchee James Bay Territory* between the Crees of Eeyou Istchee and the gouvernement du Québec (“**Governance Agreement**”);

**WHEREAS** paragraph 11.3.17 of the *James Bay and Northern Quebec Agreement* (“**JBNQA**”) and section 73 of the Governance Agreement provide that Québec shall fund the Cree Nation Government with respect to its operations on Category II lands, in accordance with five-year funding agreements;

**WHEREAS** the first five-year funding agreement, for the period April 1, 2013 to March 31, 2018, is set forth in Chapter VI of the Governance Agreement;

**WHEREAS** in accordance with section 164 of the Governance Agreement, the funding provided to the Cree Nation Government in financial year 2017-2018 was renewed for the subsequent financial year 2018-2019;

**WHEREAS** the Parties wished to enter into a five-year funding agreement, for the period April 1, 2019 to March 31, 2024, in accordance with paragraph 11.3.17 of the JBNQA and section 73 of the Governance Agreement, but were unable to do so within the time limits provided;

**WHEREAS**, under the circumstances, the Parties concluded, exceptionally, a funding agreement regarding the Financial Year 2019-2020;

**WHEREAS** the Parties wished to enter into a five-year funding agreement, for the period April 1, 2020 to March 31, 2025, in accordance with paragraph 11.3.17 of the JBNQA and section 73 of the Governance Agreement, but were unable to do so within the time limits provided;

**WHEREAS**, under the circumstances, the Parties concluded, exceptionally, a funding agreement for a term of two years, that is, for the Financial Years 2020-2021 and 2021-2022;

**WHEREAS** the Parties wished to enter into a five-year funding agreement, for the period April 1, 2022 to March 31, 2027, in accordance with paragraph 11.3.17 of the JBNQA and section 73 of the Governance Agreement, but were unable to do so within the time limits provided;

**WHEREAS**, under the circumstances, the Parties have decided to conclude, exceptionally, a funding agreement for a term of only one year, that is, for the Financial Year 2022-2023;

## **THE PARTIES AGREE AS FOLLOWS:**

### **I DEFINITIONS**

1. For the purposes of this Agreement, and unless otherwise expressly provided or indicated by the context, the following words and phrases shall mean:
  - (a) **“Agreement”**: this *Funding Agreement for the 2022-2023 Financial Year concerning the Agreement on Governance in the Eeyou Istchee James Bay Territory* between the Crees of Eeyou Istchee and the gouvernement du Québec;
  - (b) **“Category II Lands”**: the Category II lands within the meaning of Sections 4 and 5 of the JBNQA and of the *Act respecting the Land Regime in the James Bay and New Québec Territories* (chapter R-13.1);
  - (c) **“Crees”** or **“Crees of Eeyou Istchee”**: the persons eligible pursuant to Section 3 of the JBNQA;
  - (d) **“Cree Nation Government”**: the legal person established in the public interest under the *Act respecting the Cree Nation Government* (chapter G-1.031);
  - (e) **“Financial Year”**: the period from April 1<sup>st</sup> of a calendar year to March 31<sup>st</sup> of the following calendar year;

- (f) “**Grand Council of the Crees (Eeyou Istchee)**” or “**GCC(EI)**”: the Grand Council of the Crees (Eeyou Istchee), a corporation duly incorporated pursuant to Part II of the *Canada Corporations Act* (R.S.C. 1970, c. C-32) and continued under the *Canada Not-for-Profit Corporations Act* (S.C. 2009, c. 23), a signatory to the JBNQA, and previously known as the “Grand Council of the Crees (of Québec)”;
- (g) “**James Bay and Northern Québec Agreement**” or “**JBNQA**”: the Agreement approved, given effect and declared valid by the *Act approving the Agreement concerning James Bay and Northern Québec* (chapter C-67) and by the *James Bay and Northern Québec Native Claims Settlement Act* (S.C. 1976-77, chapter 32);
- (h) “**Paix des braves**”: the *Agreement concerning a New Relationship between le Gouvernement du Québec and the Crees of Québec* concluded on February 7, 2002.

2. The other terms used in this Agreement have the same meaning as in the Governance Agreement, as appropriate.

## II FINANCIAL PROVISIONS

### A. FUNDING TO SUPPORT THE CREE NATION GOVERNMENT EXERCISING RESPONSIBILITIES ON CATEGORY II LANDS

- 3. Quebec shall pay to the Cree Nation Government on a grant-funding basis a total amount of \$5,000,000 for the Financial Year 2022-2023 to support the Cree Nation Government in exercising its responsibilities on Category II Lands.
- 4. The Cree Nation Government may allocate this funding of \$5,000,000 as it deems appropriate to the different components provided for the Cree Nation Government in Chapter VI of the Governance Agreement.
- 5. The funding provided in this Agreement for Financial Year 2022-2023 shall be paid to the Cree Nation Government in the relevant Financial Year.

### B. REPORTING

- 6. The Cree Nation Government shall provide to Québec annual audited financial statements concerning all expenditures incurred in relation to the funding paid to the Cree Nation Government pursuant to this Agreement. These financial statements shall be presented on a basis similar to the format used for the funding request submitted by the Crees in the context of the Financial Technical Working Group established for the negotiations leading to the Governance Agreement.

7. The Cree Nation Government shall provide to Québec an annual activity report concerning the operations of the Cree Nation Government in relation to its governance responsibilities on Category II Lands.

**C. SPECIAL PROVISIONS**

8. The Parties agree that the amounts paid under this Agreement represent, exceptionally and without prejudice to paragraph 11.3.17 of the JBNQA, to Chapter VI of the Governance Agreement and to section 73 of the Governance Agreement, which provide for five-year funding agreements, the total funding provided by Quebec to the Cree Nation Government under these provisions for the Financial Year 2022-2023 only.
9. The Parties shall meet as soon as possible after the signing of this Agreement in order to negotiate a five-year funding agreement for the Financial Years 2023-2024 to 2027-2028 in accordance with paragraph 11.3.17 of the JBNQA and section 73 of the Governance Agreement.

**D. OTHER PROVISIONS CONCERNING THE GOVERNANCE AGREEMENT**

10. The Parties agree to make every reasonable effort, in accordance with sections 203 and 204 of the Governance Agreement concerning the review of its implementation, to complete discussions by March 31, 2024 or, failing which, within a timeframe to be agreed upon, on the following topics:
  - (a) Representation and the distribution of votes on the Eeyou Istchee James Bay Regional Government in accordance with section 85 of the Governance Agreement and section 37 of the *Act establishing the Eeyou Istchee James Bay Regional Government* (chapter G-1.04);
  - (b) Sections 44 and 45 relating to energy on Category II lands;
  - (c) Planning processes on Category II and III lands, taking into account the evolution of programs and the current context and other related questions;
  - (d) Other implementation issues.

The Parties agree that these discussions shall take place concomitantly with those provided for in section 9 of this Agreement.

**III FINAL PROVISIONS**

11. This Agreement does not constitute a treaty or a comprehensive land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982* (Schedule B to the *Canada Act 1982* (UK, 1982, c. 11)) and shall not be construed in any way as having the

effect of a repeal, derogation, negation or recognition of an aboriginal right, a treaty right or another right.

12. This Agreement shall come into force on April 1, 2022, regardless of the date of its signature by the Parties.
13. The preamble forms an integral part of this Agreement.
14. This Agreement shall be read together with the Governance Agreement.
15. This Agreement may be amended with the consent of the Parties.
16. The dispute settlement procedure set out in Chapter 12 of the *Paix des braves* shall apply to any dispute arising out of the interpretation or implementation of this Agreement.

**IN WITNESS WHEREOF**, the Parties have signed this Agreement on the dates and at the places indicated below.

**FOR QUEBEC:**

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**Monsieur Ian Lafrenière**

Ministre responsable des Relations avec  
les Premières Nations et les Inuit

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Québec, 30 mars 2023

Place and date

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**Monsieur Jean-François Roberge**

Ministre responsable des Relations  
canadiennes et de la Francophonie  
canadienne

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Place and date

**FOR THE CREES:**

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**Mandy Gull-Masty**

Grand Chief / Chairperson

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Place and date