

AMENDMENT NO. 5 TO THE PARTNERSHIP AGREEMENT ON ECONOMIC AND COMMUNITY DEVELOPMENT IN NUNAVIK

Between:

The Makivik Corporation, a corporation duly incorporated under Section 2 of the *Act respecting the Makivik Corporation* (CQLR, c. S-18.1), represented by its President, Mr Pita Aatami;

(hereinafter referred to as “**Makivvik**”)

The Kativik Regional Government, a legal person established pursuant to Section 239 of the *Act respecting Northern villages and the Kativik Regional Government* (CQLR, c. V-6.1), represented by its Chairperson, Mrs Maggie Emudluk, and its Corporate Secretary, Mrs Ina Gordon:

(hereinafter referred to as “**KRG**”)

And

The Gouvernement du Québec, represented by le ministre de la Sécurité intérieure et ministre responsable des Relations avec les Premières Nations et les Inuit, M. Ian Lafrenière, la ministre de l’Environnement, de la Lutte contre les changements climatiques, de la Faune et des Parcs, Mme Pascale Déry, and la ministre des Ressources naturelles et des Forêts, Mme Kateri Champagne Jourdain :

(hereinafter referred to as “**Québec**”)

(collectively referred to as the “**Parties**”)

PREAMBLE

WHEREAS Nunavik Inuit affirm that they, as an Indigenous People, have the inherent right of self-determination, including the right of self-government;

WHEREAS Nunavik Inuit affirm that they are committed to advancing their self-determination by exercising their autonomy through governance over their affairs and territory by an Inuit government, particularly in the area of economic, social and community development;

WHEREAS Québec acknowledges these affirmations and considers them with respect;

WHEREAS Makivvik and Québec consider the economic, social, and community development of Nunavik to be a priority, and acknowledge the important human and economic potential of Nunavik;

WHEREAS Makivvik and Québec desire to continue and enhance their long-term partnership by putting forward a common vision for the development of Nunavik, in order to accelerate progress and improve the well-being of Nunavik Inuit and of Quebec population as a whole;

WHEREAS there is a significant potential of human and economic resources in Nunavik and the Parties express a strong will to develop these human and economic resources in Nunavik and to promote sustainable economic development, job creation and economic spin-offs for Nunavik Inuit and the population of Québec in general;

WHEREAS this Agreement builds upon and remains largely based on the respective commitments and obligations of the Parties under the *James Bay and Northern Québec Agreement*;

WHEREAS an evaluation of the *Partnership Agreement on Economic and Community Development in Nunavik*, signed April 9 2002 (2002 Sanarrutik Agreement), as amended, has been conducted to assess its effectiveness, identify accomplishments, and develop recommendations to guide these renewal negotiations, ensuring that past experience inform the commitments herein;

WHEREAS the 2002 Sanarrutik Agreement, as a 25-year partnership from 2002 to 2027, has contributed significantly to Nunavik's development;

WHEREAS this agreement is set to expire in 2027, and the Parties wish to renew and strengthen their partnership in order to build on past achievements and address present and future priorities;

WHEREAS on the occasion of the 20th anniversary of the signing of the 2002 Sanarrutik Agreement, l'Assemblée nationale du Québec unanimously adopted, through a joint declaration, a motion highlighting its importance and recognizing it as a historic and mutually beneficial agreement which constitutes an important step in Québec's relations with the Inuit of Nunavik;

WHEREAS the Parties agree that, while they are determined to take any necessary measures to renew the 2002 Sanarrutik Agreement in the near future, an amendment to this one would be more appropriate at the moment in order to implement some of the measures envisioned by them and would allow for the continuation of current funding for structural measures provided for in this agreement.

WHEREAS the Parties, in the spirit of the recognition of the Inuit nation by l'Assemblée nationale du Québec in 1985, enter hereby into this agreement on a nation-to-nation basis, thereby strengthening the political, economic, and social relationship between Québec and the Nunavik Inuit, characterized by cooperation, partnership and mutual respect;

Therefore, the Parties agree as follows:

DEFINITIONS

For the purposes of this Agreement, unless the context indicates otherwise, the following terms are defined as:

JBNQA: The *James Bay and Northern Québec Agreement* of 1975, including its complementary agreements.

Agreement: This Amendment to the *Partnership Agreement on Economic and Community Development in Nunavik*, including its schedules and any amendments thereto.

Nunavik: The territory situated north of the fifty-fifth parallel, excluding the Category IA and IB lands intended for the Cree community of Whapmagoostui and the Category IB-N lands intended for the Naskapi community of Kawawachikamach designated as such under the *Act respecting the land regime in the James Bay and New Québec territories* (CQLR, R-13.1).

Any other terms or abbreviations used in this Agreement have the meaning given to them in the JBNQA and the 2002 Sanarrutik Agreement or in the context in which they are used.

1. PURPOSE AND SCOPE OF THE AGREEMENT

1.1 The purpose of this Agreement is to extend by two (2) years the duration of the 2002 Sanarrutik Agreement which will allow the parties to renew and reinforce their partnership while putting in place processes to begin the implementation of some changes, as set out herein as well as the renewal of the 2002 Sanarrutik Agreement.

1.2 All clauses found in the 2002 Sanarrutik Agreement, including those from past Amendments, continue to apply for the duration of this Agreement, provided that in the event of any conflict or inconsistency, the provisions of this Agreement shall prevail.

1.3 For greater certainty, the formula for calculating the indexation and the annual revision mechanism as described in Schedule C of the 2002 Sanarrutik Agreement continue to apply under this Agreement.

1.4 This Agreement is neither a treaty nor a land claim agreement within the meaning of sections 25 and 35 of the Constitution Act, 1982 (Schedule B to the Canada Act, 1982, c. 11

(U.K.).) and must not be construed so as to abolish, abrogate, derogate from, negate, create, affirm or recognize any aboriginal, treaty or other rights.

2. ECONOMIC DEVELOPMENT OF NUNAVIK

2.1. Energy development

For each Energy Project carried out in Nunavik with the exception of a diesel-fired power plant for the exclusive benefit of a Northern Village or a project in which the Inuit are the sole shareholders and for which a power purchase agreement exists with Hydro-Québec, (hereinafter referred to as the "Energy Project") :

- a) Québec recognizes the importance of carrying out Energy Project in Nunavik in collaboration with Makivvik.
- b) If a new Energy Project starts operating in Nunavik before the end of this Agreement, the conditions set out in Appendix A of this Agreement will apply.

2.2. Mining development

The geological context of the territory of Nunavik is conducive to the presence of minerals and there are intensive exploration activities to that effect.

Québec recognizes the importance of any mining project in Nunavik being carried out in collaboration with Makivvik, and this as soon as the exploration phase.

Québec and Makivvik will undertake discussions related to mining activity within the framework of a technical committee on land issues.

As contemplated in Schedule 1 of Section 23 of the JBNQA, mining development on the Nunavik territory will be subject to the applicable environmental and social protection regimes.

Québec and Makivvik commit to continuing their discussions regarding Makivvik's participation in economic partnership opportunities related to mining exploration.

2.3. Funding for community and economic development projects

2.3.1 Québec will continue to fund community and economic development projects as provided for in Section 2.5 of the 2002 Sanarrutik Agreement. This funding will be a flexible tool designed to respond to the specific needs of the population of Nunavik in financing community and economic projects, in priority those arising from the implementation of the JBNQA, and in

providing local communities with greater opportunities for economic and community development. Makivvik shall establish the priorities in this regard.

2.3.2 Makivvik will annually prepare a schedule of project completion dates and expenditure forecasts for projects for the period covered by this Agreement and will inform Quebec of the related results.

2.3.3 Québec will maintain access to regular programs for the Nunavik Inuit as well as for Makivvik and KRG, subject to the usual application of the eligibility criteria of these programs.

2.3.4 Subject to the fulfillment by Québec of its undertakings under Subsection 2.3.1 of this Agreement, Makivvik hereby gives Québec a full and complete discharge, for the duration of this Agreement, with regard to the following provisions in the JBNQA:

- a) Subsections 29.0.33 to 29.0.39 inclusive;
- b) Subsections 29.0.28 to 29.0.30 inclusive;
- c) the costs associated with implementing any arrangement contained in any complementary agreement related to Chapter 3 of the JBNQA.

2.3.5 The funding in Subsection 2.3.1 of this Agreement shall be without prejudice to and in addition to Québec operation and capital funding for Nunavik and shall be without prejudice to the renewal of any such funding.

2.3.6 In light of the expiration of the Indigenous Initiatives Fund Program on March 31, 2027, Québec and Makivvik commit to continuing the discussions regarding a new financing model for economic and community projects currently funded through Pivaliutiit and Makigiarutiit programs, insofar as these programs are renewed.

2.4. Public tenders

Contracting for goods, services and construction is an important market for small and medium-sized businesses. These contracts represent an opportunity to stimulate economic development and job creation in Nunavik Inuit communities.

In order to increase the number of Nunavik Inuit businesses bidding and winning public contracts, and subject to the provisions of the Canadian Free Trade Agreement or any similar agreement, Québec undertakes to evaluate the possibility of modifying the law in order to allow KRG, Kativik Ilisarniliriniq, the Kativik Regional Development Council and the Nunavik Regional Board of Health and Social Services to set up a process for awarding contracts for goods and services that gives priority to the businesses of Nunavik Inuit.

3. ENVIRONMENT AND WILDLIFE

3.1. Conservation

3.1.1 The Parties recognize the importance of parks and other protected areas and conservation zones in Nunavik, both for environmental conservation and protection and as opportunities for cultural activities and sustainable tourism.

3.1.2 Building on the achievements regarding the development of the network of protected areas in Nunavik, Makivvik and Québec commit to initiating negotiations to entrust Makivvik with responsibility for the creation and management of national parks and other protected areas.

These negotiations will pertain to:

3.1.2.1 Inuit Management Authority: Makivvik shall be formally recognized as sole Nunavik Authority working collaboratively with Québec in creating and managing national parks and protected areas in Nunavik.

3.1.2.2 Management Plans and Inuit Knowledge: National park management plans and operational decisions shall be fully aligned with Inuit priorities, values, and knowledge systems.

3.1.2.3 Local Economic Benefits: Makivvik and Québec shall ensure that national parks and new protected areas contribute to local economic development and Inuit employment.

3.1.2.4 New Protected Areas Consultation: Québec recognizes that the planning of new protected areas (national parks, biodiversity reserves, conservation areas, etc.) in Nunavik needs to be done in partnership with Makivvik.

Transitional measures are to be discussed and agreed upon during these negotiations, including transferring responsibilities of national parks operations and development from KRG to Makivvik. Makivvik and Québec shall take all required measures to implement this Section, including the possibility of legislative amendments.

3.2. Wildlife

3.2.1 Québec will continue to fund research activities and data acquisition regarding wildlife species and habitat in Nunavik under Québec jurisdiction as provided for in Subsection 4.5.4 of the 2002 Sanarrutik Agreement. Makivvik shall send to Québec each year a report showing the projects realized or being realized, a general overview of the expenses occurred and the results obtained or anticipated.

3.2.2 Subject to the fulfillment of the undertakings provided for in Subsection 3.2.1 of this Agreement, Makivvik hereby gives Québec a full and complete discharge, for the duration of this Agreement, of Section 24.10 of the JBNQA.

3.3. Hunter Support Program

3.3.1 The Parties will set out a transition plan for the Hunter Support Program to be managed by Makivvik. This process will examine, amongst other topics:

3.3.1.1 Drafting and execution of a Complementary Agreement to the JBNQA;

3.3.1.2 The interim measures to ensure continuity of the management of the program while discussions are ongoing;

3.3.1.3 Any legislative amendments that may be required.

4. SOCIAL DEVELOPMENT

4.1. Ungaluk Fund. The Parties agree to continue the financing the Ungaluk Fund under the same conditions as those provided for in the 2002 Sanarrutik Agreement. The Ungaluk Fund shall be a flexible tool designed to prevent and combat crime, to promote safe and healthy communities by, among other things, taking culturally appropriate measures to improve the social environment in Nunavik, to provide assistance to crime victims and to improve correctional activities for the Inuit.

4.1.1 Transparency and Accountability: Annually, Makivvik shall provide Québec with a list and amount of the projects funded under Ungaluk Fund, as well as the total amount spent.

4.1.2 Coordination with Other Funding: Québec confirms that the Ungaluk Fund is provided without prejudice and in addition to all existing provincial funding for Nunavik operations and programs. This fund is not intended to replace other government obligations; rather, it is a flexible tool to address specific Inuit community needs. Québec will maintain Inuit access to all regular provincial programs and services, subject to program criteria, regardless of this Fund. Furthermore, if additional federal or other third-party funding for social initiatives becomes available, Makivvik may combine those with the Ungaluk Fund resources to augment impact, provided transparency is maintained.

4.1.3 Québec shall fund the operation costs of the fourteen (14) places of the Makitautik Community Residential Center (CRC Makitautik) built on the territory of the Northern Village of Kangirsuk.

4.1.4 Subject to the fulfillment by Québec of its undertakings under this Section 4.1, Makivvik hereby gives Québec a full and complete discharge, for the duration of this Agreement, with regard to Subsections 20.0.25 and 20.0.26 of the JBNQA.

4.2. Cost-of-Living Measures. The Parties agree that addressing the high cost of living in Nunavik is integral to social development. In line with the vision to integrate cost-of-living program measures into this renewed Agreement:

4.2.1 Program Continuity: Québec shall ensure the continuity and enhancement of cost-of-living reduction programs benefiting Nunavik.

4.2.2 Administration and Monitoring: Makivvik will administer cost-of-living programs with funding from Québec. KRG and Makivvik will set out a transition plan for the Cost of Living program to be transferred to Makivvik.

4.3. Marine transportation.

4.3.1 Within 90 days from the signing of this Agreement, Québec and Makivvik commit to identify potential solutions regarding maritime transport funding issues in Nunavik.

5. COMMUNICATION

5.1. Internet and Digital Connectivity. Reliable, high-speed internet is necessary for virtually every domain from education to business, governance and healthcare :

5.1.2 High-Speed Internet Access: Québec will continue its efforts to ensure that all Nunavik Inuit communities have access to a high-speed, resilient internet connection.

6. DURATION OF THIS AGREEMENT AND TERMINATION OF THE 2002 SANARRUTIK AGREEMENT

6.1 The duration of this Agreement shall be **two (2) years**, commencing on April 1, 2027 and expiring on March 31, 2029. All commitments herein are intended to be implemented within this timeframe, with some programs establishing foundations that will endure beyond the term of March 31, 2029.

6.2 No later than January 15, 2027, Makivvik and Québec shall begin the negotiation of a new agreement to replace the 2002 Sanarrutik Agreement and shall make all necessary efforts to reach a new agreement no later than December 31, 2028.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED

For Québec :

Original signed by

Ian Lafrenière
Ministre de la Sécurité intérieure et ministre
responsable des Relations avec les
Premières Nations et les Inuit

2026-08-26

Date

Original signed by

Pascale Déry
Ministre de l'Environnement, de la Lutte
contre les changements climatiques, de la
Faune et des Parcs

2026-08-26

Date

Original signed by

Kateri Champagne Jourdain
Ministre des Ressources naturelles et des
Forêts

2026-08-26

Date

For the Kativik Regional Government :

Original signed by

Maggie Emudluk
Chairperson

2026-08-26

Date

Original signed by

Ina Gordon
Corporate Secretary

2026-08-26

Date

For the Makivik Corporation :

Original signed by

Pita Aatami
President

2026-08-26

Date

Appendix A

If a new Energy Project starts operating in Nunavik before the end of this Agreement, in accordance with Subsection 2.1 of the Agreement, the following conditions will apply :

- Québec undertakes to pay annually to Makivvik 1.25 % of the value of the annual production of kilowatt-hours produced by the Energy Project.
- The value of kilowatt-hours produced will be based on the average annual sale price of electricity by Hydro-Québec in Canada and the United States.
- With respect to Energy Projects carried out in Nunavik, Québec will also encourage and facilitate the signing of agreements between Makivvik and energy development project promoters concerning remedial measures and monitoring, employment and contracts.
- Makivvik undertakes to use any payments received pursuant to Subsection 2.1 (hereinafter referred to as “Payments”) for economic and community development.
- Payments to be made pursuant to the foregoing, shall be paid to Makivvik or such other one or more Nunavik Inuit entities designated by Makivvik.
- Moreover, Makivvik and Québec acknowledge that the said Payments or parts thereof may be more effectively used through the use of foundations or trusts. To such end, Makivvik and Québec hereby acknowledge that Makivvik may establish or cause to be established such Québec resident trust entities by a trust deed as trusts to receive Payments.