

MEMORANDUM OF UNDERSTANDING
AMONG
TRANSPORT CANADA MARINE SAFETY
AND
THE CANADIAN COAST GUARD AUXILIARY
AND
THE CANADIAN COAST GUARD



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THIS UNDERSTANDING is executed, delivered by, and shared among TRANSPORT CANADA MARINE SAFETY, and the CANADIAN COAST GUARD AUXILIARY, and the CANADIAN COAST GUARD, hereinafter referred to as the "Participants" of this Memorandum of Understanding. Canadian Coast Guard Auxiliary in this MOU includes each of the six Canadian Coast Guard Auxiliary incorporations.

A. PURPOSE:

The purpose of this MOU is to define areas of cooperation and to facilitate planning and financing among the participants for the enhancement of their common goals of promoting boating safety and protecting the maritime safety interests of the citizens of Canada.

B. AREAS OF COOPERATION:

Working within the mandate, policies and guidelines of the participants' respective administering organizations, Transport Canada and the Canadian Coast Guard Auxiliary agree to:

1. Work together in promoting boating safety across Canada through public education, boating safety activities, and pleasure craft courtesy checks. The Canadian Coast Guard Auxiliary may wish to expand its scope of activities to include safety work with fishing vessels.
2. Appoint liaison officers and/or committees for direct coordination.

C. FUNDING AND LIABILITY:

1. The CCG will provide \$200,000 annually to the Canadian Coast Guard Auxiliary for the conduct of the Canadian Coast Guard Auxiliary boating safety program.

2. The Canadian Coast Guard Auxiliary will continue to conduct boating safety activities as they have in the past. Each CCGA Association will submit a copy of their Annual Business Plan prior to the beginning of the fiscal year identifying proposed boating safety activities and associated expenses to Transport Canada for review and approval. The Business Plan shall be the document that identifies the boating safety activities and shall be considered the approval process. Any activities not identified in the business plan must be discussed between Transport Canada and the Canadian Coast Guard Auxiliary before being undertaken.
3. The insurance premiums of the CCGA insurance program are determined in large part by the CCGA activity levels. Therefore, each Participant recognizes that any increase in Canadian Coast Guard Auxiliary boating safety activity levels must include the costs of any premium increase and that no extra funding from the actual contribution agreement will be authorized for this purpose.
4. Subject to appropriate authorities being obtained, Transport Canada may authorize and fund boating safety activities for the Canadian Coast Guard Auxiliary in excess of those activities funded by CCG. Transport Canada will be fully responsible for the costs associated with those activities.
5. Claims for third party personal injury, death, or property damage caused by the activities of a Canadian Coast Guard Auxiliary (CCGA) member, performing an authorized activity under this MOU, will be processed as per the terms and conditions of the existing insurance coverage carried by the CCGA, as provided for under the provisions of the Contribution Agreement between the Department of Fisheries and Oceans and the Canadian Coast Guard Auxiliary.
6. The CCGA must obtain prior Transport Canada approval for any expenses that the CCGA is going to incur for boating safety activities outside the scope of those activities funded by the current Contribution Agreement between the Minister of Fisheries and Oceans and the six Canadian Coast Guard Auxiliary Associations.

D. APPLICATION:

Nothing in this MOU shall modify or substitute for applicable organizational regulations and by-laws that apply to either organization. This MOU is executed in the English and French languages, and is subject to review and revision coincident with the renewal date of the Contribution Agreements between the Minister of Fisheries and Oceans and the six Canadian Coast Guard Auxiliary Associations.

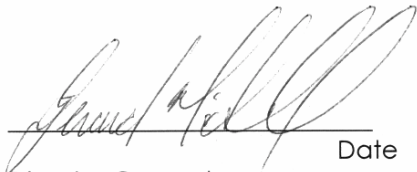
E. AMENDMENT:

This MOU may be amended only with the written consent of all the signatories.

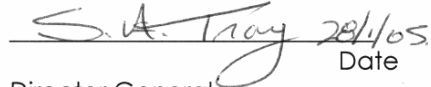
F. DURATION, WITHDRAWAL AND TERMINATION:

1. This MOU will enter into immediate effect upon the date of last signature by the Participants.
2. Each Participant may withdraw from the MOU by giving the other Participants no less than six (6) months notice in writing.
3. This MOU may be terminated with the mutual consent of all the Participants or by a superseding arrangement.

Signatures



Director General
Marine Safety
Transport Canada



_____ 28/1/05

Director General
Marine Programs
Canadian Coast Guard



Chief Executive Officer
Canadian Coast Guard Auxiliary

JAN. 28 2005