

MEMORANDUM OF UNDERSTANDING
(hereinafter referred to as "MOU")

between

THE NUNAVUT RESEARCH INSTITUTE
(hereinafter referred to as the "Institute")

and

POLAR CONTINENTAL SHELF PROJECT, DEPARTMENT OF NATURAL RESOURCES, CANADA
(hereinafter referred to as "PCSP")

concerning

COOPERATION IN THE DELIVERY OF SCIENTIFIC RESEARCH ACTIVITIES IN NUNAVUT

1. Objective

The objective of this MOU is to establish a framework for cooperation between the Institute and PCSP, hereinafter referred to as the Participants, on the basis of equality, overall reciprocity and mutual benefit. This MOU describes their mutual desire to develop, support and/or reinforce their cooperation in the delivery of northern scientific research activities and to coordinate their respective operations within Nunavut to achieve maximum efficiency and cost effectiveness.

2. General Conditions

This MOU is general in nature and is neither comprehensive nor exhaustive. It is expected that any form of cooperation under the umbrella of this MOU will be mutually agreed upon in writing by both Participants. Included in these agreements will be the specifics in terms of timing and scope of cooperation as well as a description of the requested service and associated costs (if appropriate).

3. Forms of Cooperation

Cooperation under this MOU, which is subject to and dependent upon each Participants availability to funds and resources (including facilities, equipment and personnel), may include the following where appropriate:

1. Provide, one to the other, services, as mutually determined between the Participants, in support of their respective northern science research programs;
2. Support cooperative programs and technical arrangements by mutual arrangement between the Participants to improve the efficiency and economy in their respective operations;
3. Exchange information and expertise;

4. Enter into joint projects and cost sharing arrangements as opportunities occur;
5. Make available unique government facilities and equipment as required; and
6. Other forms of cooperation as mutually agreed upon by both Participants.

In order to implement cooperation under this MOU, Participants will designate appropriate representatives to identify cooperative activities and the details of implementation.

4. Specific Cooperative Activities

Activities identified as having potential for cooperation include, but are not limited to, the following activities:

1. Radio communication with field parties
2. Prevention/termination of one-person field camps;
3. Initiation of search and rescue/clean-up.

5. Inventory and Equipment

Any and all property or equipment of whatever nature or kind furnished by either Participant in connection with work under this MOU is and will remain the property of the Participant furnishing such property and equipment.

The Participants will establish a mechanism to share information regarding the availability of equipment at PCSP and Institute facilities.

The Participants will assess equipment needs, if any, for PCSP-supported field parties working from the Institute's Research Centres.

The Participants will negotiate satisfactory arrangements for the storage of the other Participant's equipment at Institute and PCSP facilities.

6. Force Majeure

Neither Participant shall be liable to the other Participant for any failure or delay in the provision of services carried out under the scope of this MOU caused by a Force Majeure. A Force Majeure means any circumstances beyond the Participants control, including but not limited to, acts of God (including ice and/or weather conditions), labour difficulties, transportation problems, governmental action or satellite or telecommunication interruptions or failures

Should a Force Majeure affect the ability of either Participant to provide services under the scope of this MOU, then the Participants shall meet to decide on the necessary actions to take account of the Force Majeure and any additional services required to perform the work in question.

7. Associated Costs of Cooperative Activities

No cost incurred by one Participant shall be assumed by the other Participant unless otherwise agreed to in writing.

8. Exchange of Information

The Participants shall establish a mechanism to ensure an exchange of information in respect of scientific programmes supported in each field season by PCSP, and the issuance or denial of research licences and permits by the Institute, in order to fulfill the objectives of this MOU.

9. Community Participation

The Participants will, where feasible, jointly participate in community and other science awareness initiatives through each other's respective education, awareness and information programmes.

10. Term and Annual Review

This MOU will become effective upon signing by both Participants and remain in effect for (5) years, unless extended or terminated. It may be amended or extended by mutual written agreement, and may be terminated immediately upon the written consent of both Participants or by either Participant upon three (3) months written notice to the other Participant.

Termination of this MOU does not affect the implementation of any existing agreements between the Participants. Termination or amendment of the specific agreements will be in accordance with the provisions of each specific agreement.

The Participants agree to meet annually to review cooperative activities carried out under this MOU and provide each other with a forecast of service requirements for the next fiscal year.

11. Not Legally Binding

This MOU does not create any legally binding obligations between the Participants.

12. Liability

The services provided by both Participants under the scope of this MOU are provided on an "as is" basis and neither Participant makes any guarantees, representations or warranties respecting these services, either expressed or implied, arising by law or otherwise, including but not limited to effectiveness, completeness, or fitness for a particular purpose.

The Participants shall indemnify and save harmless each other and their employees and agents from and against any claim, demand, or action, irrespective of the nature of the cause of the claim, demand or action, alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of, or attributable to any acts or conduct of each others employees and agents.

Neither Participant shall be liable in any way for loss of profits or revenue, or any other consequential loss of any kind relating to the services provided under the scope of this MOU.

13. Dispute Resolution

Any disputes regarding the interpretation or implementation of this MOU will be resolved only by consultation among the Participants and will not be referred to a national tribunal or third party for settlement.

14. Signing Authorities

This MOU becomes effective upon the signing, by both Participants.

Signed at Iqaluit on the 23rd day of April, 2000. ^{FOK}

Accepted on Behalf of the Institute by:

Accepted on Behalf of the PCSP by:

Mr. Bruce Rigby
Executive Director
Nunavut Research Institute

Ms. Bonni Hrycyk
Executive Director
Polar Continental Shelf Project
Department of Natural Resources, Canada