

MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE POLAR CONTINENTAL SHELF PROJECT
As represented by the
DEPARTMENT OF ENERGY, MINES AND RESOURCES
(hereinafter referred to as "POLAR SHELF")

AND

THE SCIENCE INSTITUTE OF THE NORTHWEST TERRITORIES
(hereinafter referred to as the "INSTITUTE")

collectively known as "the Parties".

1. OBJECTIVE

The Parties hereby agree to use their best efforts to optimize the support provided to Arctic scientific research and to co-ordinate their respective Arctic operations to achieve maximum efficiency and cost effectiveness.

2. INDEPENDENT OPERATIONS

The Parties shall maintain the integrity and autonomy of their respective operations.

3. CO-OPERATIVE ACTIVITIES

3.1 The Parties agree that there shall be an equal and equitable exchange of services among their respective Research Centres and Bases. The detailed arrangements of such exchanges shall be negotiated, as required, and shall form part of this Memorandum of Understanding as if fully set out and incorporated herein.

3.2 The Parties shall endeavour to establish a mechanism for the efficient transport of personnel and equipment

between the Inuvik Research Centre and the Tuktoyaktuk Base and from Inuvik and Tuktoyaktuk to field locations.

4. RADIO COMMUNICATIONS

- 4.1 POLAR SHELF may assume responsibility for radio communications with field parties working through the Inuvik Research Centre, upon the request of either the INSTITUTE or the field parties. Radio equipment may be supplied by either Party and will operate on POLAR SHELF'S assigned frequencies. The Managers of the Inuvik Research Centre and the Tuktoyaktuk Base will co-ordinate radio support by telephone.
- 4.2 The Igloolik and Iqaluit Research Centres may jointly or individually assume responsibility for radio communications for POLAR SHELF-supported field parties which are beyond the range of POLAR SHELF'S Resolute radio service. POLAR SHELF will use its best efforts to provide the radio equipment for such field operations. Field operations will be co-ordinated by the Managers through telephone communications.

5. PREVENTION/TERMINATION OF ONE-PERSON FIELD CAMPS

- 5.1 Where the INSTITUTE or POLAR SHELF staff become aware of attempts by a jointly supported field camp to operate a one-person field camp, either intentionally or as a result of attrition caused by accident, illness or change of plan, notification shall be provided to the other Party as soon as practicable and arrangements shall be made to have the field camp either:
 - (a) supplemented with additional researchers or,
 - (b) removed from the field.
- 5.2 The decision to supplement or remove a field camp shall be made in consultation with the leader(s) of the field camps wherever possible. If consultations with the leader of the field camp is not possible the appropriate INSTITUTE or POLAR SHELF staff shall take the necessary action to remove the remaining camp member from the field camp.

- 5.3 In the case of an involuntary shut down of a one-person field camp, the INSTITUTE or POLAR SHELF manager responsible for initiating removal procedures shall be responsible for recovery of all appropriate costs from the member of the field camp.

6. INITIATION OF SEARCH AND RESCUE

- 6.1 The responsible INSTITUTE or POLAR SHELF Manager shall notify the appropriate manager of the other Party where a jointly supported field party has not been contacted for a period of 24 hours or two (2) radio "skeds". Subject to article 6.2, a decision to send a POLAR SHELF chartered aircraft is to be made by the POLAR SHELF manager(s) in consultation with INSTITUTE manager(s) and shall be based on the known or suspected status of the field party, radio propagation conditions and a joint assessment by INSTITUTE and POLAR SHELF staff of the capabilities of the field party.
- 6.2 Where an INSTITUTE manager decides unilaterally to charter an aircraft to verify the status of a jointly supported field party, the INSTITUTE will be responsible for and undertakes to pay all costs of the aircraft charter.

7. INVENTORY AND EQUIPMENT

- 7.1 The Parties will establish a mechanism to control inventory distribution, including the distribution of equipment between POLAR SHELF Bases and the INSTITUTE'S Research Centres.
- 7.2 The Parties will assess equipment needs, if any, for POLAR SHELF-supported field parties working from the INSTITUTE'S Research Centres. POLAR SHELF will use its best efforts to provide the necessary equipment.
- 7.3 The Parties will negotiate satisfactory arrangements for the storage of the other Party's equipment at the INSTITUTE'S Research Centres and POLAR SHELF'S Bases.

8. JOINT VENTURES

8. The Parties will assess the potential for entering into

joint ventures and the sharing of costs of existing support activities being undertaken at the INSTITUTE'S Research Centres.

9. EXCHANGE OF DATA

9. The Parties shall endeavour to develop a comprehensive protocol to exchange data in respect of scientific programmes supported in each field season in order to fulfil the objectives of this Memorandum of Understanding.

10. COMMUNITY PARTICIPATION

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

11. TERM AND ANNUAL REVIEW

- 11.1 The term of this Memorandum of Understanding shall be for five (5) years from the last date of execution hereof, unless extended by mutual, written consent.
- 11.2 Either Party may terminate this Memorandum of Understanding upon three (3) months written notice to the other Party, said termination to be effective three (3) months from the date of receipt of such notice.
- 11.3 For the purposes of this Article, a Notice given by one Party to the other shall:
 - a. where delivered to the receiving Party by hand, by courier, or by registered mail, be considered to have been given at the time of delivery; provided that, if it is delivered on a day that is not a business day, it shall be considered delivered on the next business day following the day on which it is delivered; and
 - b. where transmitted to the receiving Party by telegram, telex, telecopier or other similar form of telecommunication with receipt of transmission confirmed, be considered to have been given at 10:00 o'clock in the forenoon (local time of the recipient) on the next business day following the day on which it is transmitted; and

if sent to POLAR SHELF, addressed to it at:

Director, Polar Continental Shelf Project,
Department of Energy, Mines and Resources,
Room 6148, 344 Wellington Street,
Ottawa, Ontario, K1A 0E4
Telecopier: (613) 990-1508; and

if sent to INSTITUTE, addressed to it at:

Executive Director,
Science Institute of the Northwest Territories,
Box 1617,
Yellowknife, N.W.T., X1A 2P2
Telecopier: (403) 873-0227

11.4 POLAR SHELF and INSTITUTE representatives will meet annually and, if appropriate, recommend amendments to this Memorandum of Understanding. The annual review may also include discussions in the areas of co-operation for the next field season to ensure mutual understanding of operations and to gain insight into field projects planned for the next field season.

11.5 No amendment or variation of the provisions of this Memorandum of Understanding shall be made except by a written instrument duly executed by the Director of Polar Shelf and the Executive Director of the Institute.

11.6 Annual review meetings may alternate between Ottawa and Yellowknife or in another mutually agreeable location.

12. NOT LEGALLY BINDING

12. The Parties acknowledge that this Memorandum of Understanding expresses the respective intentions of the Parties as at the execution hereof, but that this Memorandum of Understanding is not intended to create and does not create any legal relationship between the Parties.

13. LIABILITY

13. Each Party will be responsible for:

- a) its own acts, omissions and the results thereof, and will assume all risk and liability in respect of its employees, agents, servants and contractors for any injury to such persons or damage to property owned by it resulting in any manner from the conduct of its operations or the operations of its agents, servants or contractors pursuant to this Memorandum of Understanding; and
- b) for any loss, costs or damages or expenses resulting from any and all causes due to any acts of negligence or the failure to exercise proper caution by or on the part of its employees, agents, servants and contractors while occupying or visiting the premises of the other Party in accordance with the terms of this Memorandum of Understanding.

IN WITNESS WHEREOF each of the Parties of this Memorandum of Understanding have caused this Memorandum of Understanding to be duly executed by their duly authorized officers or representatives.

Science Institute of the Northwest Territories

Per: _____
J.D. Heyland
Executive Director

Date: November 2, 1992

Department of Energy, Mines and Resources

Per: _____
E.A. (Ken) Babcock
Asst. Deputy Minister,
Geological Survey of Canada

Date: Nov 13, 1992

Per: _____
Bonni Hrycyk, J.J.
A/Director,
Polar Continental
Shelf Project

Date: 29/10/92