

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CANADIAN COAST GUARD AUXILIARY
AND THE
CANADIAN COAST GUARD AUXILIARY MEMBER**

PURPOSE:

The purpose of this Memorandum of Understanding is to summarize the Search and Rescue (SAR) objective of the Canadian Coast Guard Auxiliary (CCGA) along with the principal terms, conditions, and benefits which apply to volunteers that are accepted as CCGA members.

BACKGROUND:

Canadian law, like that of most maritime nations, requires that vessels at sea respond to distress situations to the extent that they can do so without undue risk. However, many public minded Canadians in a position to do so, voluntarily go out of their way to assist fellow mariners in distress. It is this latter fact that led to the formation of the CCGA.

In the late 1970's it became evident that if some of these marine volunteer efforts could be coordinated to function as part of Canada's Search and Rescue system, more could be achieved by the same level of volunteer effort. As a result, the Canadian Coast Guard (CCG) instigated the formation of the existing CCGA associations to provide a framework for this coordination, and agreed to reimburse out-of-pocket expenses incurred by the CCGA in conducting SAR activities authorized by the Coast Guard.

OBJECTIVE:

The common objective of the CCGA and the Coast Guard is:

*"The prevention of loss of life and/or injury
at sea, including, where possible and
directly related thereto, reasonable efforts
to minimize damage to or loss of property."*

Accepted CCGA members, in volunteering their services, agree to assist the CCGA and Coast Guard in meeting this objective through SAR Operations and Prevention activities, consistent with the terms of this agreement. Members receive no profit or personal gain from these activities and forego all associated rights to claim salvage while on authorized SAR activities.

ORGANIZATION:

Each CCGA Association is registered as a non-profit corporation which has a President and Board of Directors elected by the membership at an Annual General Meeting held for that purpose. The Board of Directors, under the leadership of the President, manages the activities of the organization in consultation with the Coast Guard; the Coast Guard provides financial support to the CCGA under the terms of a Contribution Agreement.

FINANCIAL SUPPORT:

Under the terms of the Contribution Agreement, the Coast Guard agrees to reimburse the CCGA Association for reasonable out-of-pocket expense incurred while conducting activities specifically authorized by the Coast Guard for the purposes of achieving the common objective stated above, including the cost of insurance protection for CCGA members while undertaking such authorized activities.

MEMBERSHIP RESPONSIBILITIES:

Accepted CCGA members agree to:

1. Make available suitable fully seaworthy and crewed vessels meeting all safety, equipment and capability standards established by the CCGA and CCG and to have these vessels inspected prior to enrollment in a manner satisfactory to the CCGA and the CCG to ensure these requirements are met. Subsequent inspections over time will be required to ensure continued tasking.
2. In lieu of providing a vessel, to contribute skilled voluntary effort, as determined to be needed by the CCGA and CCG, in support of the common objective stated above.
3. Follow the CCGA Association bylaws and applicable guidelines.
4. Undertake training identified by the CCGA and CCG as necessary for the safe and effective conduct of SAR activities.
5. Undertake only those activities that can be done without causing undue risk to themselves, their vessels, other persons or other vessels, and to take all reasonable precautions which may be prudent under the circumstances.
6. Conduct themselves in a professional manner so as not to bring disrepute to the CCGA, the Coast Guard, or the Government of Canada.

CCGA RESPONSIBILITIES:

The CCGA Association agrees to:

1. Reimburse members for out-of-pocket expenses incurred while voluntarily conducting activities authorized by the Coast Guard.
2. Provide insurance protection covering members and their vessels while engaged in authorized activities.
3. Ensure members are kept informed of CCG guidelines and other information needed by members to properly undertake authorized activities.
4. Ensure appropriate CCG authorities are kept informed of current member capabilities, availabilities and contact information.
5. Provide assistance to members, subject to the availability of resources, to improve needed skills and capabilities.

ENROLLMENT AND TERMINATION OF MEMBERSHIP:

The CCGA Association, in consultation with the CCG, assesses the need for CCGA members and capability in each area of the region, also the suitability of candidate members and their vessels.

The CCGA Association or member can cancel this Memorandum of Understanding (which terminates the applicable membership) at any time for failure by the other party to fulfil the undertakings herein, upon receipt of written notification and in accordance with the CCGA bylaws.

In addition, members may resign at any time in accordance with CCGA bylaws. Similarly, renewal of memberships is at the discretion of the CCGA Association, in consultation with the CCG. The member must agree to renew their membership at least every two years.

CLARIFICATION OF INTENT:

In the event of a difference of interpretation with respect to the intent of this agreement, the terms and conditions of the Contribution Agreement between the CCGA Association and Transport Canada will take precedence.

UNDERTAKING:

I have read and understand this Memorandum of Understanding, and agree to abide by the terms and conditions contained herein.

MEMBER

(NAME - PLEASE PRINT)

SIGNATURE

DATE OF SIGNATURE

FOR CCGA

Frank McLaughlin - President, CCGA Maritimes

(NAME / TITLE - PLEASE PRINT)

SIGNATURE

DATE OF SIGNATURE