

MEMORANDUM OF UNDERSTANDING (MOU)

REGARDING THE COORDINATION OF ALL ACTIVITIES RELATED TO SHIPPING CASUALTIES

BETWEEN

TRANSPORT CANADA, MARINE SAFETY AND SECURITY (TCMSS), REPRESENTED BY THE REGIONAL DIRECTOR, MARINE SAFETY AND SECURITY FOR THE QUEBEC REGION, TRANSPORT CANADA

AND

THE LAURENTIAN PILOTAGE AUTHORITY (LPA), REPRESENTED BY THE CHIEF EXECUTIVE OFFICER

Hereinafter jointly referred to as the participants

1.0 PURPOSE AND BACKGROUND

- 1.1 The purpose of this MOU is to provide for the coordination of all TCMSS and LPA activities related to shipping casualties within the meaning of the *Canada Shipping Act, 2001* (CSA (2001)) and to allow both organizations to access each other's expertise.
- 1.2 TCMSS and the LPA recognize the value of cooperating in the following ways:
- a) Positive working relations;
 - b) Efficient and effective exchange of information and data;
 - c) Clear and open communication;
 - d) Respect for the mandate and responsibilities of each organization;
 - e) Quick resolution of any conflicts that may arise by referring them, if need be, to higher levels of each organization, including, where appropriate and necessary, to the Regional Director of TCMSS and to the Chief Executive Officer of the LPA.
 - f) Compliance with the *Privacy Act* and the *Access to Information Act* during exchange of information.

2.0 DEFINITIONS

- 2.1 CASUALTY means an accident or incident related to a ship as defined in the CSA (2001).
- 2.2 An LPA officer is an individual appointed by the Chief Executive Officer of the LPA, authorized to determine facts following a casualty involving a pilot.

3.0 AUTHORITIES AND RESPONSIBILITIES

- 3.1 The Minister of Transportation shall be responsible for the administration of the *CSA (2001)*.
- 3.2 The mandate of TCMSS is to protect marine life, health, property and environment, in the context of an efficient marine transportation system that is sustainable and worthy of public trust.
- 3.3 The LPA is defined as being a separate legal entity under subsection 3 (1) of the *Pilotage Act*, reporting to the Minister of Transport and, under section 18 of the *Pilotage Act*, the LPA's role is to establish, operate, maintain and administer in the interests of safety an efficient pilotage service. It is therefore responsible for assigning pilots to a pilotage mission.
- 3.4 The LPA has the authority to enforce compliance with the provisions of subsections 25 (3) and (4) of the *Pilotage Act*. It must therefore reach its decisions in an objective and timely manner and establish certain facts relevant to the situation.

4.0 APPLICATION

- 4.1 This MOU applies to all marine occurrences involving a pilot licensed or certified by the LPA.

5.0 COORDINATION OF ACTIVITIES

- 5.1 TCMSS and the LPA shall coordinate their activities in order to promote and facilitate cooperation, consultation and mutual assistance. There is nothing in this MOU that would prevent the LPA from holding hearings, investigating, and taking the necessary corrective measures to ensure safe navigation by its pilotage services.
- 5.2 Subject to approval by TCMSS, the LPA may assign a technical advisor who has special competencies and knowledge regarding the matter being investigated (e.g., a pilot).
- 5.3 The LPA shall, as soon as possible and in writing or by email, provide TCMSS with the name of the LPA officer, and of any technical advisor.
- 5.4 In case both parties are investigating the same casualty as part of their respective mandates, each party shall protect the evidence for the benefit of the other party and, more specifically, before moving anything whatsoever on the casualty site, record, using the best method available, the state of things and evidence therein and shall so inform the other party.

5.5 Each party shall inform the other party of any decision that could impact the other party's investigation.

5.6 In case both parties are investigating the same casualty as part of their respective mandates, each party shall consult the other before vacating the casualty site.

6.0 EXCHANGE OF INFORMATION AND DATA

6.1 Subject to section 6.2, TCMSS shall, upon request, provide the LPA with all data regarding a casualty that is in its modal databases and any basic information on the casualty.

6.2 Each party shall inform the other party about any significant progress made in its own investigation if the other party is also investigating the same casualty or, upon request, if one party demonstrates that it is directly interested by the subject matter of the other party's investigation.

7.0 MEDIA RELATIONS AND DISSEMINATION OF INFORMATION

7.1 Each participant shall have the authority to disseminate information on matters that are under its jurisdiction.

7.2 The parties shall communicate with each other before either one publicly disseminates information related to the casualty and shall collaborate regarding exchanges with the media.

8.0 EXCHANGE OF SERVICES

8.1 The participants agree to strive to exchange procedures and practices, including providing mutual access to their training programs.

8.2 In accordance with the principle of cooperation, and upon the request of the LPA, TCMSS shall provide resources and expertise to the LPA on a cost-recovery basis, when TCMSS is not investigating the same casualty.

8.3 Upon written request, TCMSS shall provide the LPA with a list of resource persons, be they retired investigators or others, who could be useful to the LPA in carrying out its duties.

8.4 Upon written request and subject to availability, LPA officers shall have access to training provided to TCMSS investigators as well as to training materials and investigation procedures and checklists, all on a cost-recovery basis.

8.5 The LPA may provide its expertise regarding piloting matters to TCMSS, upon a written request by the latter.

9.0 CONFLICT RESOLUTION METHODS

9.1 The participants shall make all efforts to resolve any conflict arising from this MOU at the operational level. If a conflict cannot be resolved at the operational level, it can be referred to the authorized signatory designated in this MOU.

10.0 CONTACTS

10.1 The contact at the LPA shall be Patricia Hébert, Assistant Director of Operations:
Email: patricia.hebert@apl.gc.ca
Office: 514-283-6320, ext. 211
Cell: 514-603-6320

10.2 The contact at TCMSS shall be Paul-Denis Vallée, Manager, Freight Division:
Email: paul-denis.vallee@tc.gc.ca
Office: 418-648-4617
Cell: 418-997-4287

11.0 CONSULTATION

11.1 At least once a year, the parties shall meet to discuss their respective activities, current investigations and, where appropriate, the need to amend this memorandum.

11.2 The LPA shall be responsible for organizing and coordinating this annual meeting.

12.0 AMENDMENTS AND CANCELLATION

12.1 This MOU may be amended by written agreement of the participants and may be cancelled by either participant upon one month's written notice.

13.0 EFFECTIVE DATE

13.1 This MOU shall take effect when signed by both parties.

Transport Canada

Laurentian Pilotage Authority

[Signature]

[Signature]

Michel Boulianne
Regional Director

Fulvio Fracassi
Chief Executive Officer

Date of signature: December 23, 2016

Date of signature: January 4, 2017