

**MEMORANDUM OF UNDERSTANDING (MOU)  
REGARDING THE COORDINATION OF ALL ACTIVITIES RELATED TO  
TRANSPORTATION OCCURRENCES**

**BETWEEN**

**THE TRANSPORTATION SAFETY BOARD OF CANADA (TSB),  
REPRESENTED BY THE CHAIR OF THE TSB**

**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 TSB and LPA activities related to transportation occurrences, in accordance with section 17 of the *Canadian Transportation Accident Investigation and Safety Board Act* (CTAISB Act).
- 1.2 The TSB and LPA recognize the interest in cooperating through the following means:
- 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 to higher levels of each organization.

## **2.0 DEFINITIONS**

- 2.1 Unless otherwise indicated, terms in this MOU shall have the same meaning as is defined in the CTAISB Act and the *Transportation Safety Board Regulations* (SOR/2014-37) (TSB Regulations).
- 2.2 An occurrence is a “marine accident” as defined in the *Transportation Safety Board Regulations*. This includes “marine accidents and incidents” as defined in the TSB Occurrence Classification Policy.
- 2.3 An LPA observer is an individual appointed under paragraph 23(2)(d) of the CTAISB Act to take part in the TSB investigation.
- 2.4 An LPA officer is an individual appointed by the Chief Executive Officer of the LPA, authorized to determine facts following an occurrence involving a pilot and whose role differs from that of an observer.
- 2.5 Technical advisor refers to an individual other than an observer or officer, who is authorized to give advice to the TSB investigator on piloting matters.

## **3.0 AUTHORITIES AND RESPONSIBILITIES**

- 3.1 The Chair of the TSB shall be responsible for the administration of the CTAISB Act. The TSB is an independent organization that reports to Parliament through the President of the Queen’s Privy Council.
- 3.2 The mandate of the TSB is to advance transportation safety in the marine, pipeline, rail and air modes of transportation by conducting independent investigations, including public inquiries when necessary, into selected transportation occurrences in order to make findings as to their causes and contributing factors, identifying safety deficiencies, as evidenced by transportation occurrences, making recommendations designed to eliminate or reduce any such safety deficiencies, and reporting publicly on its investigations and its findings in relation thereto.
- 3.3 TSB has a Director, Investigations—Marine who has sole authority to direct the conduct of marine investigations on behalf of the TSB under the CTAISB Act. The TSB appoints an Investigator-in-Charge (IIC) for each investigation.
- 3.4 The LPA is a separate body corporate under subsection 3(1) of the *Pilotage Act*, reporting to the Minister of Transportation, under section 18 of the *Pilotage Act*, the mission of which is to develop, operate, maintain and manage an efficient pilotage service to ensure navigation safety. It is therefore responsible for assigning pilots to a piloting mission to ensure navigation safety.

3.5 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 The TSB and the LPA shall coordinate their activities in order to promote and facilitate cooperation, consultation and mutual assistance, while maintaining the independence required between the two organizations and in accordance with legislative requirements.

5.2 When the TSB and LPA decide to deploy staff to conduct an evaluation and/or investigation of an occurrence, it is agreed that any conflicts that may arise in coordinating the participants' activities shall be resolved based on the requirements and interests of the TSB, in accordance with subsection 15(2) of the CTAISB Act.

5.3 It is acknowledged that the CTAISB Act does not prevent the LPA from investigating occurrences involving a pilot. There is also nothing to prevent the LPA from taking the necessary remedial measures to ensure safe navigation by its pilotage services, notwithstanding 5.2 and as set forth in subsection 15(3) of the CTAISB Act.

5.4 The LPA and the TSB shall exchange factual information regarding the occurrence and the steps that each party plans to take.

5.5 If both parties have assigned personnel to an occurrence, each party shall inform the other party as soon as possible of its decision to conduct a full investigation.

5.6 If both parties conduct an investigation under their respective responsibilities, the LPA may take the appropriate measures (in accordance with section 5.3), but shall not publicly report on its evaluation of the pilots until the TSB has completed and reported on its investigation.

5.7 The TSB may ask the LPA, at the latter's request, to appoint a person to monitor the investigation conducted by the TSB, as an observer, in accordance with paragraph 23(2)(d) of the CTAISB Act. The LPA may also assign a technical advisor, subject to approval by the investigator appointed by the TSB, who has special competencies and knowledge regarding the matter being investigated (e.g. a pilot).

- 5.8 The LPA shall, as soon as possible and in writing or by email, provide the TSB with the name of the observer, if such an individual is appointed, and of any technical advisor.
- 5.9 When the LPA sends an officer in addition to an observer to the site of an occurrence in order to evaluate the responsibilities or the measures to be taken, the observer shall coordinate with the investigator appointed by the TSB regarding any LPA officer present at the site of the occurrence.
- 5.10 Notwithstanding the foregoing, and in accordance with subsection 23(2) of the CTAISB Act, the TSB may invite as an observer any individual who, in the Board's opinion, has an interest in the matter being investigated and who will help to meet the objective of the investigation.
- 5.11 If the LPA and the TSB are investigating the same occurrence for their respective purposes, the TSB shall have priority and the LPA shall have timely access to the site of the occurrence in order to conduct its investigation, at a time agreed to by the parties.
- 5.12 If the two parties are investigating the same occurrence as part of their respective mandates, and the two parties have not been able to communicate with each other:
- a) Each party shall assume that it is collecting factual information, knowing that it may need to share it with the other party.
  - b) The LPA shall work at the site of the occurrence and gather information without tainting the evidence.
  - c) The LPA shall not interview the crew or the pilot without first communicating with the TSB.
- 5.13 Each party shall inform the other party of any decision that could have implications for the other party's investigation.

## **6.0 EXCHANGE OF INFORMATION AND DATA**

- 6.1 Subject to sections 6.2 and 6.3, and any legislative requirements, the TSB shall, upon request, provide an officer of the LPA with all data regarding an accident or incident that is in the modal databases or any factual information regarding the occurrence. The information provided shall be used solely to improve security and may not be used for disciplinary purposes.
- 6.2 Audio and video recordings gathered by the voyage data recorder or simplified voyage data recorder shall be privileged and confidential information that shall not be shared with the LPA.

- 6.3 Statements gathered by the TSB during interviews shall be privileged and confidential information that shall not be shared with the LPA.
- 6.4 No information provided by the TSB to the observer and technical advisor shall be used by the LPA in legal, disciplinary or other proceedings, except as permitted by the CTAISB Act, the *Pilotage Act* and other applicable legislation.

## **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, but only the TSB may disseminate information regarding investigations and the causes and contributing factors of an accident that the TSB has investigated or decided to investigate. Notification procedures regarding media relations and the dissemination of information are described below.
- 7.2 The TSB shall give the LPA two business days' prior notice before the public dissemination of any major communication products regarding an occurrence involving pilotage under LPA jurisdiction (i.e. any major investigation reports, new security recommendations, official investigation updates, and the evaluation or re-evaluation of LPA responses to recommendations).
- 7.3 For the purposes of section 7.2, prior notice shall not include advance copies of actual press releases, deployment notices, or on-site updates by the Investigator-in-Charge.
- 7.4 The prior notification referred to in section 7.2 shall be sent by the TSB's Marine Investigations to the LPA's Director of Operations. At the same time, the Investigator-in-Charge shall inform the observer.
- 7.5 The LPA shall give two business days' notice to the TSB before publicly disseminating any major communications products regarding an occurrence that the TSB is investigating or has investigated.
- 7.6 As public entities, the TSB and the LPA shall respect the laws and policies regarding information management. The *Access to Information Act* allows for the dissemination of information, unless expressly indicated otherwise.

## **8.0 EXCHANGE OF SERVICES**

- 8.1 The participants agree to strive to exchange investigative procedures and practices and tools such as checklists.
- 8.2 In accordance with the principle of cooperation, and at the request of the LPA, the TSB shall provide resources and expertise to the LPA on a cost-recovery basis, when

the TSB is not investigating the same accident and there is no conflict of interest between the LPA request and the TSB's mandate.

- 8.3 When the TSB is unable to provide services to the LPA, the TSB may provide the LPA with a list of resource people, be they retired investigators or others, who could be useful to the LPA in carrying out its duties.
- 8.4 Subject to the availability of spots, LPA officers shall have access to training given to TSB investigators on a cost-recovery basis.
- 8.5 The LPA may provide its expertise to the TSB, at the latter's request, regarding piloting matters.

#### **9.0 CONFLICT RESOLUTION METHODS**

- 9.1 The participants make all efforts to resolve any conflict arising from this MOU at the operational level.
- 9.2 If a conflict cannot be resolved at the operational level, it can be referred to the TSB's Director, Investigations—Marine and the LPA's Director of Operations to be resolved.
- 9.3 If discussions fail to resolve the conflict, the situation shall be referred to the TSB's Chief Operating Officer and the LPA's Chief Executive Officer for final resolution.

#### **10.0 CONTACTS**

- 10.1 The contact at the LPA regarding occurrences and operational notices shall be the Assistant Director of Operations at 514-603-6320 (cell).
- 10.2 The contact at the TSB for occurrences and operational notices shall be the Manager of Operations, Central and Arctic Region at 418-648-7419.
- 10.3 Contacts regarding the interpretation, amendment or realization of this MOU shall be the Chief Operating Officer of the TSB and the Chief Executive Officer of the LPA.

#### **11.0 CONSULTATION**

- 11.1 At least once per year, the parties shall meet to discuss their respective activities, current investigations and, as applicable, the need to amend this memorandum.
- 11.2 The LPA shall be responsible for organizing and coordinating that annual meeting.

**12.0 AMENDMENTS AND CANCELLATION**

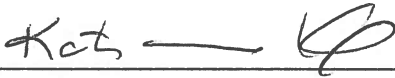
12.1 This MOU may be amended on written agreement by the participants and may be cancelled by either participant on three months' written notice.

**13.0 EFFECTIVE DATE**

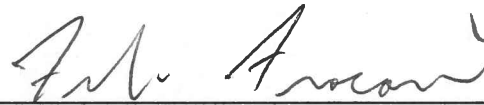
13.1 This MOU shall take effect when signed by both parties.

**Transportation Safety Board  
of Canada**

**Laurentian Pilotage Authority**



**Kathleen Fox  
Chair**



**Fulvio Fracassi  
Chief Executive Officer**

Date signed: Nov. 21, 2016

Date signed: Nov 29, 2016