



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

PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to summarize the Search and Rescue (SAR) objective of the Canadian Coast Guard Auxiliary (CCGA) along with the principal terms, conditions, and insurance coverage 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 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 co-ordinated 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 Corporations to provide a framework for this co-ordination, 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 Boating Safety activities, consistent with the terms of this MOU. 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 Corporation 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 Corporation for reasonable out-of-pocket expenses 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 of CCGA members while undertaking such authorized activities.

MEMBERSHIP RESPONSIBILITIES

Accepted CCGA members agree to:

1. Make available suitable 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 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 Corporation 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 which 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.
7. Review the CCGA's Insurance Program documentation available online or provided by the CCGA Office and sign the attached Acknowledgment and Waiver which confirms, among other things, that the member understands that, pursuant to the terms and conditions of the Insurance Program documentation, coverage for Ancillary Benefits for Heart/Circulatory Malfunction ceases upon a member reaching age 65 and coverage for Permanent Total Disability ceases upon a member reaching age 70.

CCGA RESPONSIBILITIES

The CCGA Corporation agrees to:

1. Reimburse members for allowable expenses incurred while voluntarily conducting activities authorized by the Coast Guard.
2. Provide insurance protection to its members to cover members and their vessels while engaged in authorized CCGA activities. The extent of such insurance protection is as set out in the summary of insurance coverage available from the CCGA web site and there is no further or additional insurance protection available to members. A member's eligibility for coverage will be governed by the terms and conditions of the respective Insurance Program, as may be amended from time to time.
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, availability 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 Corporation, 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 Corporation or member can cancel this Memorandum of Understanding (which terminates the applicable membership) at any time for failure by the other party to fulfill the undertakings herein, upon receipt of written notification and in accordance with the CCGA bylaws.

Similarly, renewal of memberships is at the discretion of the CCGA Corporation, in consultation with the CCG.

CLARIFICATION OF INTENT

In the event of a difference of interpretation with respect to the intent of this MOU, the terms and conditions of the Contribution Agreement between the CCGA Corporation and the Minister of Fisheries & Oceans will take precedence.

UNDERTAKING

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



**THE CANADIAN COAST GUARD AUXILIARY
AND THE CANADIAN COAST GUARD AUXILIARY MEMBER
ACKNOWLEDGMENT AND WAIVER**

1. I, _____

understand that I have access to the Canadian Coast Guard Auxiliary's (CCGA) Insurance Program documentation available on the CCGA Web site (www.ccgga-gcac.org) or obtained from the CCGA Office. I have agreed to read it. If I have any question, I understand that I can contact the CCGA to obtain additional information. I understand that, as a CCGA Member, I will be eligible for coverage under the National CCGA Insurance Program which may be amended from time to time.

2. I further understand, acknowledge and agree that coverage for Ancillary Benefits for Heart/Circulatory Malfunction under the CCGA's Insurance Program ceases once a member reaches age 65. I further understand, acknowledge and agree that at age 65 years or older, I do not have Ancillary Benefits coverage for losses (including without limitation loss of life, medical expenses and/or temporary total disability) caused by a Heart/Circulatory Malfunction occurring as a result of my participation in any and all tasking authorized by the CCGA.

3. I understand, acknowledge and agree that coverage for Permanent Total Disability under the CCGA's Insurance Program ceases once a member reaches age 70. I further understand, acknowledge and agree that at age 70 years or older, I do not have Permanent Total Disability coverage for losses caused by accidental bodily injuries sustained as a result of my participation in any and all tasking authorized by the CCGA.

4. I acknowledge and agree that my participation in any and all tasking authorized by the CCGA (including without limitation search and rescue (SAR) missions) shall be at my own risk and that the CCGA assumes absolutely no responsibility in connection with the same other than the Auxiliary's obligation to maintain the Insurance Program in effect.

5. I acknowledge and agree that I am solely responsible for assessing whether participation in any tasking authorized by the CCGA (including without limitation SAR missions) poses any problems or hazards for my health and/or safety (including without limitation hazards due to existing medical conditions, disabilities or diseases). I understand that there are certain risks and perils inherent in any such activity and I assume full responsibility for any inherent risk and danger to myself.

6. I further, on behalf of myself and my heirs, executors, administrators, successors and assigns hereby remise, release and forever discharge the CCGA and its respective officers, directors, agents, employees, servants and representatives of and from all claims, demands, damages, costs, expenses, actions and causes of action whether in law or in equity in respect of death, injury, loss or damage to my person howsoever caused arising out of or in any way connected to my participation in the said tasking authorized by the CCGA. For greater clarity, this paragraph six (6) release is not intended to apply to any entitlement I may have in relation to the Insurance Program.

With my signature, I hereby confirm that I have read, understood and agreed to this document.

**CANADIAN COAST GUARD AUXILIARY GROUP ACCIDENT INSURANCE
DECLARATION OF BENEFICIARY(IES)**

I, _____
being a volunteer member of the Canadian Coast Guard Auxiliary (CCGA) Inc.

Do hereby name:

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

as my beneficiary(ies) for benefits, if any, that may be payable under the CCGA Group Accident policy(ies) in the event of my accidental death while on an Authorized Activity as described in the current Contribution Agreement between the Canadian Coast Guard Auxiliary

Inc.

and the Minister of Fisheries and Oceans.

I understand that if (a) specific beneficiary(ies) is (are) not named, benefits, if any, will be payable to my estate.

I am aware of the protection provided and limitations of liability as detailed in the policy(ies).

Member:

Name _____

Address _____

Signature _____

Date _____

Witness:

Name _____

Address _____

Signature _____

Date _____