MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES COAST GUARD AUXILIARY
AND
THE CANADIAN COAST GUARD AUXILIARY

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THIS UNDERSTANDING is executed, delivered by, and between the UNITED STATES COAST GUARD AUXILIARY, a civilian volunteer organization administered by the Commandant of the UNITED STATES COAST GUARD and the CANADIAN COAST GUARD AUXILIARY, an independent non-profit corporation administered by the Director, Search and Rescue, CANADIAN COAST GUARD, hereinafter referred to as the "Participants" of this Memorandum of Understanding.

A. PURPOSE:

The purpose of this MOU is to define areas of cooperation between participants for the enhancement of their common goals of promoting boating safety, saving human lives and protecting the marine safety interests of the citizens of their respective countries.

B. AUTHORITY:

1. 14 U.S.C. §§ 88(b)(2), 93(m), 632, and 831(1998).

2. Dept. of State, Act. Mem., 8417235 (June 1984).

3. COMDINST M16790.1E Chap. 2, Para. B. 17. (Jan 1998).

C. AREAS OF COOPERATION:

Working within the policy and guidelines of the participants' respective administering organizations, the United States Coast Guard and the Canadian Coast Guard, the Participants agree to:

1. Carry out joint training in search and rescue (SAR), disaster relief, environmental response, vessel examinations, public education, and other boating safety mission related activities, approved by their respective supervising organization. This may include participating in training exercises conducted by the other Participant and providing technical and administrative expertise as appropriate;

2. Use appropriate radio communication frequencies as directed by the United States Coast Guard or Canadian Coast Guard;

3. Appoint liaison officers and/or committees for direct coordination;

4. Encourage the free exchange of information, technologies and other materials to the benefit of both organizations on their mission related activities through exchange visits or joint meetings at all levels of their organizations; and,

5. Provide supplemental mission support to the other Participant, as requested by the appropriate authority of the Participant with prime responsibility for the mission. This mission support will be provided as authorized by the appropriate authority of the supervising organization, contingent upon the availability of personnel, facilities and funding.

D. MUTUAL ASSISTANCE:

Assistance by either Participant to the other for search and rescue or other missions will be in accordance with appropriate authority. Each Participant will comply with the regulations and operating procedures of their own supervising organization (U.S. Coast Guard or Canadian Coast Guard), as appropriate.

E. FUNDING AND LIABILITY:

1. Unless otherwise determined by the supervising organizations of the Participants, each Participant will fund its own expenses for activities pertinent to this MOU.

2. Claims for third party personal injury, death, or property damage caused by the activities of a United States Coast Guard Auxiliary member, performing an authorized mission or activity under this MOU, will be adjudicated by the United States Coast Guard under the provisions of the Federal Tort Claims Act (FTCA) or other applicable federal claims statute.

3. Claims for third party personal injury, death, or property damage caused by the activities of a Canadian Coast Guard Auxiliary (CCGA) member, performing an authorized mission or activity under this MOU, will be processed as per the terms and conditions of the existing insurance coverage carried by the CCGA, as provided for under the provisions of the Contribution Agreement between the Department of Fisheries and Oceans of Canada and the Canadian Coast Guard Auxiliary, as established by the Director, Search and Rescue, Canadian Coast Guard.

F. APPLICATION:

Nothing in this MOU shall modify or substitute for applicable organizational regulations and by-laws that apply to either organization. This MOU is executed in the English and French languages, and is subject to review and revision every year on the anniversary of the final signature date.

G. **AMENDMENT:**

This MOU may be amended only with the written consent of all the signatories.

H. **DURATION, WITHDRAWAL AND TERMINATION:**

1. This MOU will enter into immediate effect, for an indefinite period, upon signature by the Participants and their supervising Organizations.

2. Either Participant may withdraw from the MOU by giving the other participant and its supervising organization no less than six (6) months notice in writing.

3. This MOU may be terminated with the mutual consent of all the signatories or by a superseding arrangement.

4. Termination of this MOU will not effect any operation in progress at the time of the termination, unless otherwise determined by the Participants and their respective administering organizations.

6/14/99
Date
Commandant
United States Coast Guard

14/6/99
Date
Commissioner
Canadian Coast Guard

6/14/99
Date
National Commodore
United States Coast Guard Auxiliary

6/14/1999
Date
Chief Executive Officer
Canadian Coast Guard Auxiliary

6/14/99
Date
Chief Director, Auxiliary
United States Coast Guard

99-06-14
Date
Director, Search and Rescue
Canadian Coast Guard