

## Schedule B

### Mandatory Criteria for Polar Continental Shelf Program Support

#### I. General

1. Each project supported by the Polar Continental Shelf Program (PCSP), including all matters pertaining to PCSP-chartered aircraft operations (refer to section V), the use of PCSP facilities and of PCSP-issued field equipment,<sup>1</sup> and any other logistics support provided by the PCSP, must adhere to the PCSP's health and safety requirements (refer to section III). The PCSP solely reserves the right to withdraw its support to a project if safety is compromised or if the PCSP's logistics support is abused.
2. The PCSP solely reserves the right to curtail, modify or cancel any of its logistics support or access to facilities because of circumstances beyond its control, including, but not limited to, acts of God, inclement weather, local circumstances, emergencies, transportation problems or governmental actions.
3. The Client is responsible for all recoverable expenditures associated with their project. The value of PCSP assistance with defraying eligible recoverable expenditures is NOT transferable between categories of support (i.e., accommodations, aircraft or aircraft type, field equipment, fuel, freight or miscellaneous expenses) or between projects. Any savings from unused PCSP assistance reverts to the PCSP.
4. The Client is responsible for ensuring that the PCSP receives all required documentation, as applicable, including but not limited to:
  - a. A signed letter of agreement;
  - b. Research licences/permits;
  - c. Project screening approvals;
  - d. First aid certificates for each field party member;
  - e. Firearm possession and acquisition licence;
  - f. Land use permits;
  - g. Permission from local First Nation/Indigenous communities;
  - h. Signed waiver and release forms for non-federal participants;
  - i. PCSP's required information form;
  - j. List of foreign participants;
  - k. Approved Health and Safety plan signed by individual or group responsible for Occupational Health and Safety at respective institution.

If this obligation is not met, the PCSP solely reserves the right to modify or cancel the support provided to the project.

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<sup>1</sup> Field equipment means any and all equipment (e.g., tents, stoves), clothing, vehicles (e.g., snowmobiles, ATVs) and/or consumables (e.g., toilet paper, bear spray) provided by the PCSP to support the Client's field work as set out in Schedule A.

5. The Client is responsible for managing and protecting their own research data.
6. Non-federal clients must sign a waiver stating that the federal government is not responsible for any actions, proceedings, claims, demands, losses, costs, damages and expenses that are in any way related to occupancy of a contracted aircraft.
7. The PCSP requests that all publicity materials, presentations, public relations initiatives, peer-reviewed publications, media coverage and communications pertaining to or done after activities carried out with PCSP services recognize the role and logistics support of the PCSP.
8. The PCSP prioritizes the safety and well-being of clients and staff. The PCSP has a zero tolerance to any forms of abuse or inappropriate behaviour. If any behaviour is deemed inappropriate, the PCSP solely reserves the right to modify or cancel the support provided to the Client and/or project.

## **II. Permits and Licences**

9. Determining which permits and licences are required for the project under land claim agreements and obtaining them all from territorial and federal governments or other agencies, as well as covering related fees are the sole responsibility of the Client and must be secured within the PCSP's specified timeframe.

## **III. Health and Safety**

10. The Client is responsible for ensuring the health, safety and preparedness of their field party, in accordance with the [Canada Labour Code, Part II](#),<sup>2</sup> including contacting the applicable public health authorities for direction on infection control and management in the event of an infectious disease. The Client is responsible for ensuring due diligence in applying health and safety requirements in the field party.
11. The Client is required to provide the PCSP with a copy of their health and safety plan that has been approved and signed off by the individual or group responsible for occupational health and safety at their institution. <https://www.canada.ca/en/employment-social-development/services/health-safety/reports/summary.html>

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<sup>2</sup> *Canada Labour Code* (R.S.C., 1985, c. L-2).

The purpose of Part II of the *Canada Labour Code* is to prevent workplace related accidents and injury including occupational diseases. When considering the control of workplace hazards, preventative measures should consist first of the elimination of the hazards, then the reduction of the hazards and finally, where necessary, the provision of personal protective equipment. Source: <https://www.canada.ca/en/employment-social-development/services/health-safety/reports/summary.html>

12. Every Arctic field party must have at least one person in camp at all times with **significant**<sup>3</sup> experience working in the Arctic. If a field party is divided, each group must have one person per group with significant experience working in the Arctic.
13. The Client will ensure that all field equipment is used and operated in accordance with manufacturers' operating procedures and only for the purpose for which it was intended. The Client is accountable for ensuring due diligence in compliance with the health and safety requirements for the use of all field equipment issued and will ensure that the equipment is operated only by persons who are fully qualified and trained to do so.
14. PCSP-issued satellite phones are to be used to contact the PCSP and for emergency reasons only. Clients are not permitted to use PCSP-issued satellite phones for personal reasons.

#### IV. Firearms

15. Any person in possession of a firearm must have their Possession and Acquisition Licence (PAL) with them at all times and must act in accordance with the [Firearms Act](#)<sup>4</sup> and Part III of the [Criminal Code](#).<sup>5</sup>
16. Upon arrival at the PCSP facility in Resolute, all firearms must be surrendered to the PCSP's Regional Firearms Custodian Officer for safe storage. A PAL must be presented when surrendering and retrieving a firearm.
17. The mandatory procedures for the transportation, handling and storage of firearms must be strictly adhered to at all times. Any negligence related to firearms (including but not limited to mishandling, storage and unsecured firearms) will be immediately reported to the RCMP.

#### V. Charter Aircraft

18. The Client is not permitted to make their own aircraft arrangements (e.g., charter, schedule changes) and charge expenses to the PCSP. The Client must contact the PCSP to request any changes to the type of aircraft, flying schedule and/or number of flying hours required for the PCSP chartered aircraft.

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<sup>3</sup> Significant experience is defined as depth and breadth experience normally acquired through broad range of related activities performed in the field for a period of at least three years.

<sup>4</sup> *Firearms Act* (S.C. 1995, c. 39).

<sup>5</sup> *Criminal Code* (R.S.C., 1985, c. C-46) Firearms and Other Weapons Part III, Section 86.

19. Pilots and air crew have full responsibility for making flight decisions, and the Client must allow them to make these decisions free from interruption or influence.
20. Some aircraft-related prices may increase during the field season. In such circumstances, the PCSP will notify the Client and adjust the estimated costs.
21. Hourly aircraft rates calculated by the PCSP are comprehensive and include, as applicable: positioning of the aircraft to and from aircraft bases (normally in Inuvik in the Northwest Territories and in Resolute, Cambridge Bay, Eureka, and Iqaluit in Nunavut), fuel, landing fees, NAV CANADA fees and commercial accommodation for pilots.
22. Many aircraft companies charge a fixed fee called “**daily minimums**,” which is based on the cost of a daily minimum number of hours of flight. The PCSP makes every effort to maximize use of aircraft among projects. However, if applied, the Client is responsible for expenditures related to daily minimums for time the aircraft was used for their project.
23. Any changes to planned aircraft use could result in additional costs for the project. If the project is cancelled or aircraft requirements are modified after aircraft commitments have been made, the Client may be invoiced for daily minimums plus **cancellation fees** (if applicable). This may include, but is not limited to inclement weather, search and rescue, and medevac.
24. The Client will be invoiced for the cost of any additional hours flown that is over and above the total planned hours for their project. This includes if a flight is turned back due to inclement weather, medevac, evacuation, etc.
25. Unless otherwise identified, the Client is responsible for expenditures related to **fuel caching** for their project.
26. Approval must be received from the PCSP prior to using fuel from commercial sources or existing fuel caches. Client-supplied fuel must meet or exceed specifications of aircraft companies. The Client must also indicate on the daily flight report that client-supplied or commercial fuel was used.
27. All PCSP Clients are responsible for notifying pilots of any cargo with a value exceeding \$50,000 CAD.

## **VI. Insurance**

28. All field team members of PCSP-supported projects must ensure they have adequate insurance coverage for personal travel (including coverage for flying in chartered aircraft), medical emergency evacuation, repatriation and disability.

## VII. Shipping

29. The PCSP can arrange shipping of PCSP-issued field equipment to a staging location from a PCSP warehouse. The PCSP will recover all shipping charges from the Client. The Client is responsible for return shipments, including directly organizing the shipment and paying for it according to their organization's financial practices. The PCSP does not accept cash on delivery (COD) shipments, nor can shipments be invoiced to the PCSP.

## VIII. Dangerous Goods

30. In compliance with the *Transportation of Dangerous Goods Act, 1992* and associated regulations, dangerous goods such as firearms and corrosive materials, transported by commercial carriers, require the completion of specific shipping forms. It is the Client's responsibility to obtain the required documentation through their employer or through consultation with PCSP staff in Ottawa or Resolute. It is illegal to pack hazardous goods in baggage or to carry them on board an aircraft. The Client must ensure that proper procedures are followed, the information is correct, and all shipping documents are signed. Refer to the [\*Transportation of Dangerous Goods Act, 1992\*](#)<sup>6</sup> and associated regulations for more information.
31. The Client will not store dangerous goods at the PCSP facility in Resolute in compliance with the *Transportation of Dangerous Goods Act, 1992* and *National Fire Code of Canada 2015*, with the exception of ammunition. Upon arrival at the PCSP facility in Resolute, all ammunition must be surrendered to the PCSP's Regional Firearms Custodian Officer for safe storage.

## IX. Field Equipment

32. Title to the field equipment provided by the PCSP will, at all times, remain vested in the Natural Resources Canada's Lands and Minerals Sector and nothing contained in this project agreement will be deemed to confer upon the Client any greater right to or property in the field equipment than that of a user.
33. The Client will not lend or rent the field equipment or transfer any right, title or interest in the field equipment to any person, including other Clients of the PCSP.

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<sup>6</sup> *Transportation of Dangerous Goods Act, 1992* (S.C. 1992, c. 34).

34. The PCSP will not be liable in respect of any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action alleging any loss, injury or damages, direct or indirect, which may result from the Client's use or possession of the field equipment. The PCSP will not be liable in any way for loss of revenue or contracts, or any other consequential loss of any kind resulting from or attributable in any way to this agreement.
35. The Client will at all times keep the field equipment free of all liens, charges and encumbrances and from distress, seizure, execution or other legal process. If, at any time, the field equipment is not free of all liens, charges and encumbrances or from distress, seizure, execution or other legal process, then the Client will promptly notify the PCSP accordingly and shall forthwith remove and discharge the same at the Client's own expense.
36. The Client will be responsible for all recoverable expenditures incurred by the PCSP in connection with the use of field equipment, including:
  - a. Costs of non-refundable<sup>7</sup> items (i.e., items that are issued for one-time use only);
  - b. Replacement costs for any loss or damage of field equipment issued to the Client due to misuse, abuse or neglect; and
  - c. Fuel and lubricants required to properly operate the field equipment during the usage period.
37. Non-refundable items should not be returned to the PCSP at the end of the season. The Client is responsible for storing these items for future seasons, or disposing of them based on their organization's policy (e.g., Crown assets).
38. Non-expendable field equipment may not be left in the field from one season to the next or "transferred" to other individuals or projects. The Client remains responsible at all times for the equipment provided by the PCSP to the Client. This is a health and safety standard that must be followed at all times.
39. The usage period will commence on and include the date of the actual delivery of the field equipment to the Client or the Client's agent, including any carrier charged with delivering the equipment to the Client.
40. The usage period will end on and include the date of the actual return of the field equipment to the PCSP's warehouse from which it was issued.
41. The usage period will not exceed one field season. If the field equipment is not returned to the PCSP by the end of the field season, the Client will be charged the full replacement cost and be invoiced accordingly.

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<sup>7</sup> The PCSP will not credit client accounts for unused or returned non-refundable items.

42. The Client will be responsible for the normal care and maintenance of the field equipment and ensure that the field equipment is kept in a secure area and protected from rot, mildew, rodents and the elements while in their possession.
43. The Client will not remove, alter, disfigure, mark or cover any numbering, lettering or insignia displayed upon the field equipment and will ensure that the Field equipment is not subjected to careless or needless rough usage.
44. The PCSP ensures routine maintenance is conducted on field equipment as per manufacturers' recommendations. However, if field equipment requires maintenance while in the Client's care, the Client will ensure that the service is conducted by a qualified person.
45. All field equipment maintenance requirements and servicing undertaken by the Client are to be reported immediately to the PCSP.
46. The PCSP will have the right, upon reasonable notice to the Client, to enter upon the premises where the field equipment is kept or used for the purpose of inspecting the field equipment, and the Client will provide the PCSP access to all necessary facilities for the purpose of such inspection.
47. The Client will be responsible for loss and damage (normal wear and tear excluded) to the field equipment during the usage period, and the appraisal of any such loss or damage will be based on the replacement value for the field equipment.
48. The Client will immediately notify the PCSP of any loss or damage to the field equipment during the usage period. The risk of loss of or damage to the field equipment and all other liabilities of the Client in respect of the field equipment will pass to the Client during the usage period. The foregoing will be without prejudice to any claims, which the Client may have against a common carrier or other third party in respect of such loss or damage.

#### **X. PCSP trucks and vans**

49. In order to use a PCSP truck or van in Resolute, the Client must seek prior approval from the PCSP. The Client must be in possession of a valid driver's licence. A minimum or daily rate may apply for use of the vehicle. The Client will be responsible for loss of and damage (normal wear and tear excluded) to PCSP vehicles while in their possession.