

EMERGENCY OIL SPILL MUTUAL AID AGREEMENT

THIS AGREEMENT is made as of _____, 201__

BETWEEN:

WESTERN CANADA MARINE RESPONSE CORPORATION

P.O. Box 82070
Burnaby, British Columbia, V5C 5P2
CANADA
("WCMRC")

-and-

(Organization)

(Address)

("_____")

WHEREAS:

- A. WCMRC and _____ have been established to provide marine spill response services, including the services provided by providing party personnel using the providing party's equipment, and operational management for the containment, recovery, and clean-up of oil spilled on water, including preventative measures with respect thereto ("**Marine Spill Response Services**") within their respective Response Areas in Canadian waters.
- B. WCMRC and _____ each have marine spill response equipment and personnel that may be utilized in certain circumstances on a Best Efforts basis in support of a marine oil spill response.
- C. WCMRC and _____ both recognize the need for cross-country, marine spill response co-operation and, therefore, wish to establish a procedure whereby a party responding to a marine oil spill within its respective response area may request Marine Spill Response Services from the other party.

THEREFORE the parties agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

For the purposes of this Agreement the following words and phrases have the following meanings:

“Agreement” means this agreement, all amendments and supplements to this agreement and all schedules to this agreement, including the following:

- Schedule A - Lists of Equipment
- Schedule B - Definition of Oil
- Schedule C - Work Order
- Schedule D - _____ Response Area
- Schedule E - WCMRC Response Area
- Schedule F - WCMRC General

“Best Efforts” means all commercially reasonable efforts consistent with marine oil spill response industry practices considering available information and resources (taking into account unavailability of equipment and personnel for any reason, including any personnel vacations) under circumstances, conditions (including weather and sea conditions) and factors existing at any relevant time and taking into account the existence of any competing requests for Marine Spill Response Services made to a Providing Party by any third party, including any government department, agency or commission.

“Confidential Information” has the meaning given to it in Section 7.1.

“Consumables” means all items such as sorbents and other expendables supplied by Providing Party and that are consumed in carrying out Marine Spill Response Services.

“Customer” has the meaning given to it in Section 7.1.

“Defaulting Party” has the meaning given to it in Section 10.3.

“Designated Representative” has the meaning given to it in Section 5.1(b).

“Equipment” means the vessels, equipment, supplies and associated spare parts, either owned, leased by or otherwise available to WCMRC or _____, as the case may be, that they, as Providing Parties, may utilize to perform Marine Spill Response Services on the terms and conditions set forth in this Agreement and set forth under WCMRC’s or _____’s name in Schedule A to this Agreement.

“First Party” has the meaning given to it in Section 7.1.

“Incident” means a marine response to a spill or threatened spill of Oil from a tanker or tank barge occurring within a Requesting Party’s response area in respect of which Requesting Party requests assistance from Providing Party pursuant to the terms.

“Initial Request” has the meaning given to it in Section 5.2(a).

“Laws” means any statutes, regulations, governmental rules, court orders, standards or other governmental or administrative decrees having the force of law, governmental by-laws, governmental licences, governmental waivers, and governmental permits.

“Laws of Domicile” means the Laws of Canada and the Province of _____ (when “_____” is the Providing Party), and the Province of British Columbia (when WCMRC is the Providing Party) to the extent they apply from time to time.

“Loss” has the meaning given to it in Section 2.8(b).

“Marine Spill Response Services” has the meaning given to it in Recital A.

“Non-Defaulting Party” has the meaning given to it in Section 10.3.

“Notice of Dispute” has the meaning given to it in Section 12.11(a).

“Notice to the Board” has the meaning given to it in Section 12.11(c).

“Oil” means oil and those oil products described in Schedule B.

“Personnel” has the meaning given to it in Section 4.1.

“Providing Party” has the meaning given to it in Section 2.1.

“Providing Party Fees” has the meaning given to it in Section 6.1(a).

“Requesting Party” has the meaning given to it in Section 2.1.

“Response Area” means, when _____ is the Requesting Party, the geographic area described in Schedule D, and when WCMRC is the Requesting Party, the geographic area described in Schedule E.

“Responsible Party” means a party wholly or partially liable under applicable law or in negligence for the spilling of Oil in any Incident, or for the threatened spilling of Oil in connection with any Incident.

“Second Party” has the meaning given to it in Section 7.1.

“Tax Credit” has the meaning given to it in Section 6.2(e).

“**Taxes**” includes, without limitation, all taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever imposed by any governmental authority of Canada or any province or other territory thereof or therein, together with all interest, penalties, fines, additions to tax or other additional amounts imposed in respect thereof, including, without limitation, those levied on, or measured by, or referred to as income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, use, value-added, excise, stamp, withholding, business, business and occupations, franchising, property, payroll, employment, health, social services, education, all surtaxes, all customs duties and import and export taxes, all license, franchise and registration fees and all unemployment insurance, health insurance and government pension plan premiums.

“**Work Order**” has the meaning given to it in Section 5.2(e).

1.2 Construction

- (a) The captions of articles, sections and paragraphs in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement.
- (b) Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.

ARTICLE 2 MARINE SPILL RESPONSE SERVICES

2.1 Marine Spill Response Services

- (a) Each of the parties (a “**Providing Party**”) may, in its discretion, agree to make available its Marine Spill Response Services to the other party (a “**Requesting Party**”) in the event of an Incident occurring within Requesting Party’s Response Area.
- (b) If Requesting Party makes a request for Marine Spill Response Services, the provisions of Article 5 apply.

2.2 Best Efforts Basis

- (a) Each party acknowledges that nothing in this Agreement obligates either party to make available their respective Marine Spill Response Services to Requesting Party.
- (b) By entering into this Agreement, the parties undertake only to use their respective Best Efforts to make available to the other party any Marine Spill Response Services that the Providing Party has agreed to provide under Article 2.

- (c) Without limiting the effect of Article 11, the inability of a Providing Party to render Marine Spill Response Services due to planned or active maintenance or modification of Equipment, drills, requests for services from third parties, failure to obtain any required consent of the Canadian Coast Guard, as the case may be, or by training, vacations, illness, or labour disputes with respect to any of the relevant Personnel does not constitute a failure to use Best Efforts.

2.3 Performance of Work

- (a) Subject to Section 2.7, if Providing Party agrees to make available Marine Spill Response Services to Requesting Party, Providing Party will provide any such Marine Spill Response Services in a careful, timely and reasonable manner in accordance with general standards of practice currently in effect in Providing Party's industry.
- (b) Subject to the provisions of Sections 3.2 and 3.3, the Providing Party will comply with all Laws of which Requesting Party makes Providing Party's Designated Representative aware that are applicable to the provision by Providing Party of Marine Spill Response Services in accordance with the terms of this Agreement. Such compliance is subject to the following:
 - (i) The compliance will be at the expense of the Requesting Party.
 - (ii) Notice of such Laws must be provided to Providing Party in writing or, if notice of such Laws is initially provided orally, then such notice must be confirmed forthwith in writing; and
 - (iii) If compliance with Requesting Party's Laws requires that Providing Party violate its own Laws of Domicile, Providing Party is entitled to cease providing Marine Spill Response Services in whole or in part, and to that extent forthwith return to its own Response Area. In the event of a partial cessation by Providing Party in such an instance, Requesting Party may terminate Providing Party's activities in connection with the relevant incident.
- (c) Nothing in this Section requires alteration of any of the Equipment without the prior written approval of the Providing Party, which may be granted or withheld in the sole discretion of the Providing Party. However, if approval is withheld, the Requesting Party may require that the Providing Party cease providing Marine Spill Response Services forthwith and return to its own Response Area.

2.4 Direction and Supervision of Marine Spill Response Services

All Marine Spill Response Services performed by a Providing Party pursuant to this Agreement must be performed at such locations within the relevant Response Area, and at such times as

directed by the Requesting Party, as specified by other applicable governmental contingency and response plans and officials, and otherwise in the general manner in any reasonable and lawful request by Requesting Party in conjunction with its overall Incident response activity.

2.5 Permits and Licenses

- (a) The Requesting Party will obtain, and is solely responsible for obtaining, all licenses, permits, waivers, and the like necessary:
 - (i) to allow the Marine Spill Response Services to be provided by the Providing Party as contemplated in this Agreement with respect to the relevant spills in the Requesting Party's Response Area;
 - (ii) for the Equipment to enter and depart the Province to be used in the Requesting Party's Response Area;
 - (iii) for the Providing Party's Personnel to be employed to provide the Marine Spill Response Services in the Requesting Party's Response Area.
- (b) The Providing Party may not make, and is not deemed to make any representations or warranties with respect to the eligibility of the Equipment and such Personnel with respect thereto in any instance.

2.6 Disposal of Consumables and Oil

The parties acknowledge that the responsibility for the disposal of Consumables and Oil in all cases rests with the Responsible Party. Notwithstanding this, in certain cases, Requesting Party may have agreed to assist Responsible Party in the disposal of waste products. If this is the case, Providing Party will use its Best Efforts to co-operate fully with any reasonable and lawful request of the Requesting Party to assist in properly disposing of all Consumables in accordance with all applicable laws and regulations. Providing Party also agrees to use its Best Efforts to co-operate fully with any reasonable and lawful request of the Requesting Party to assist in properly disposing, in accordance with all applicable laws and regulations, of all Oil and other debris recovered. Neither Requesting Party nor Providing Party, under any circumstances, assumes the ownership of any Oil or other debris recovered. In addition, nothing in this Agreement creates a legal obligation upon Providing Party to transport, treat, store and/or dispose of any material removed or recovered pursuant to this Agreement. If Providing Party incurs any loss or expense, including any loss or forfeiture of property, due to the requirements or prohibitions of any Laws regarding the transportation, treatment, storage and/or disposal of any such material by Providing Party, Requesting Party agrees to indemnify and save harmless Providing Party from and against all such losses and expenses, including reasonable attorney fees as they are incurred, except to the extent that the loss or expenses is attributable to the gross negligence, wilful misconduct or intentional violation of law of the Providing Party.

2.7 Termination of Marine Spill Response Services

Requesting Party agrees that Providing Party has the right at any time to cease the provision of Marine Spill Response Services, and to recall any or all Personnel and the Equipment it has committed to its performance under this Agreement, upon verbal notice to Requesting Party. Providing Party will forthwith provide written confirmation to Requesting Party of its verbal notice.

2.8 Obligations of Requesting Party on Demobilization

When the Marine Spill Response Services of Providing Party are no longer required by Requesting Party or when Providing Party has given notice to Requesting Party pursuant to Section 2.7 that it is ceasing the provision of Marine Spill Response Services, Requesting Party, in addition to paying all invoices submitted to it in accordance with Section 6.2, will, at its expense:

- (a) coordinate with Providing Party in the return of the utilized Personnel and Equipment to their or its original mobilization location or such other location as Providing Party directs. If the Personnel and Equipment is directed to a location other than its or their original mobilization location, appropriate adjustments will be made to the demobilization costs;
- (b) complete a joint inspection of the Equipment with Providing Party prior to its release to ascertain damages, wear and tear and to determine the extent to which any repairs will be required. Details of the joint inspection are to be recorded in writing and signed by both parties. Requesting Party is responsible for total losses or constructive, compromised, agreed or arranged total losses of Equipment, including, without limitation, repairs made necessary by Providing Party's ordinary negligence in connection with providing Marine Spill Response Services (each such loss a "Loss"), and for all required repairs to the Equipment save and except for repairs or replacements occasioned due to ordinary wear and tear or to the gross negligence or wilful misconduct of Providing Party. Where the Equipment is covered by insurance, Requesting Party will reimburse Providing Party for any deductibles payable by Providing Party in connection with the Loss; however, Providing Party is not obligated to seek reimbursement under any insurance policy as a condition precedent to invoking Responsible Party's duty to pay under this subsection. Where the Loss is not insured, the provisions of Section 8.3(j) apply;
- (c) upon request by Providing Party, arrange for the draining, cleaning and gas freeing of oil recovery tanks on board the Equipment. The oil recovery tanks on Equipment that Providing Party notifies Requesting Party is to be immediately used in another marine oil spill response will not undergo cleaning and gas freeing unless such cleaning and/or gas freeing are required to meet regulatory requirements;

- (d) the portion of Providing Party Fees attributable to the utilization by Providing Party of any Equipment ceases to accrue upon the occurrence of a Loss, or the return of the Equipment to the location required under this Agreement, despite the need for subsequent repairs, draining, cleaning, or gas freeing, if such activities are promptly accomplished by the Requesting Party.

2.9 Safety Obligations

- (a) Each of Requesting Party and Providing Party will observe, and will require, to the extent of its authority, its employees, agents and contractors to observe, applicable safety laws and regulations and applicable Requesting Party and Providing Party (as the case may be) safety policies and procedures (a copy of which policies and procedures each of Requesting Party and Providing Party agrees to make available to the other upon request). However, each of Requesting Party and Providing Party understands that:
 - (i) actions carried out in a response in an Oil spill environment may be inherently dangerous and difficult; and
 - (ii) rules and requirements that may be appropriate and applicable under normal circumstances may not be appropriate or applicable in a particular situation.

Therefore, the provisions of this Section will not be interpreted in a manner that would hold Requesting Party or Providing Party to a standard that would be unreasonable under the actual conditions of a particular spill, and all Requesting Party or Providing Party actions carried out consistently with the directions of the on-scene commander and, where required, with approval of applicable safety officials, will be deemed to be in compliance with this Section.

- (b) In the event of an inconsistency between the safety policies and procedures of the Providing Party and the safety policies and procedures of the Requesting Party, the parties agree that they will consult and, if possible, determine which policy and procedure is more appropriate for use in the particular circumstances. If the parties are unable to agree, the policies and procedures of the Requesting Party govern.
- (c) The parties agree to report to each other as promptly as practicable under the circumstances any accidents associated with the performance of the Marine Spill Response Services resulting in or in the relevant party's reasonable judgment possibly causing serious personal injury or death or material property damage or loss. If the party with knowledge of the accident so elects, the particulars of any accident (other than those particulars required to prevent further injury or damage) may, subject to the provisions of Section 7.1, remain confidential.

2.10 Illegal, Unsafe or Improper Instructions

If Requesting Party instructs Providing Party to take any action under this Agreement in a manner that would, based on the reasonable judgment of Providing Party:

- (a) be illegal (including an action that is illegal because it is fraudulent or deceptive);
- (b) endanger the safety of any employee, agent, contractor or subcontractor of Providing Party, or any third party or property thereof, or jeopardize the safety of any Providing Party Equipment in a manner not reasonable given the nature of the oil spill response industry;
- (c) be in violation of or breach this Agreement in any material respect; or
- (d) cause Providing Party to incur non-contractual liability to any third party;

then Providing Party may refuse to follow such specific instruction by giving Requesting Party oral (promptly confirmed in writing) or written notice of such refusal (specifying in reasonable detail the specific reason for such refusal). Any refusal under this Section of any obligation of Providing Party to take any instructed action does not affect any obligation of Providing Party to take instructed actions under circumstances that would not result in the happening of the events specified in the preceding clauses (a) to (d).

ARTICLE 3 RESPONSE EQUIPMENT AND SUPPLIES

3.1 Personnel and Equipment

- (a) During the response to an Incident for which Providing Party has agreed to furnish Marine Spill Response Services to Requesting Party, the Equipment, manned by Providing Party's personnel, will be committed to furnishing such services. The Equipment will be operated by Providing Party in accordance with Section 2.4.
- (b) Requesting Party will exercise due care and diligence, and provide direction consistent with the care and protection of the Equipment in accordance with all applicable safety standards and regulatory requirements.
- (c) Vessels constituting Equipment may not be utilized under bareboat or demise charter, and will at no time be under the management of the Requesting Party, and the vessels will instead be utilized solely to render a service.

3.2 "As Is, Where Is" Basis

Requesting Party agrees that the Equipment of Providing Party that will be utilized under this Agreement is utilized AS IS, WHERE IS, AND WITH ALL FAULTS.

3.3 No Representations and Warranties

Providing Party makes no representations, warranties, or covenants, of title, fitness for a particular use or purpose, value, merchantability, design, condition (whether latent or obvious) operations, quality of workmanship, durability, conformity to models or samples, conformity to response plan or regulatory requirements, conformity to vessel inspection certificates or other standards, or otherwise, express or implied, or arising from the course of performance, course of dealing, usage or of trade or otherwise regarding the equipment.

3.4 Maintenance

The Requesting Party may not request services from the Providing Party that are inconsistent with the use and maintenance of the Equipment in accordance with its operating manuals, and otherwise in accordance with customary practice in the industry.

3.5 Transportation of Equipment

With the exception of self-propelled vessels that are not moved by truck or trailer, all Equipment will be moved from its original mobilization location and returned to such location by and at the sole risk and expense of the Requesting Party. The cost of moving self-propelled vessels from and to their locations of delivery and redelivery is for the account of the Requesting Party.

ARTICLE 4 RESPONSE PERSONNEL

4.1 List of Personnel

If Providing Party provides any Marine Spill Response Services to Requesting Party pursuant to this Agreement, Providing Party will provide to Requesting Party a list of personnel ("**Personnel**") from whom those who will be assigned to or who will be providing Marine Spill Response Services may be selected.

4.2 Qualification of Personnel

The parties represent, warrant, and agree that:

- (a) all of their Personnel who provide Marine Spill Response Services will have satisfied the minimum appropriate level of Hazardous Waste Operations and Emergency Response ("**Hazwoper**") requirements commensurate with the federal or province regulations as applicable; and
- (b) all vessel Personnel utilized by Providing Party will be duly licensed and registered under the laws and regulations of the registry of their vessels for their respective positions.

4.3 Personnel Leaves and Other Matters

The Providing Party is at liberty to release any Personnel at any time for scheduled vacations, medical leaves, or other customary reasons. The Requesting Party is not entitled to require Personnel to work at times, under conditions, or on any other basis that the Providing Party has reason to believe may violate any applicable Laws or agreements binding upon the Providing Party.

4.4 Eligibility

Arrangements for complying with all labour eligibility requirements for Personnel performing Marine Spill Response Services will be made by and are for the account of the Requesting Party.

ARTICLE 5 REQUEST FOR ASSISTANCE

5.1 List of Authorized Individuals

- (a) Each party will provide the other party with a list of names and telephone numbers of the individuals who are authorized to request assistance or to authorize the provision of assistance on their behalf under the terms of this Agreement.
- (b) Either party may designate, by a written notice to the other, a responsible individual to whom any inquiry may or must be directed, or who is designated as the sole spokesperson for the purpose of this Agreement (including, in the case of a Providing Party, the receipt of written notice of the applicable Requesting Party Laws) and, unless the parties so designate, the individual who is to be the sole spokesperson for the purposes of this Agreement is the President and General Manager of WCMRC or _____, as the case may be (the “**Designated Representative**”). Such designation does not prevent customary operating communications with the parties’ Personnel in the course of providing Marine Spill Response Services.

5.2 Request for Assistance

The following procedures will apply to a request for assistance under the terms of this Agreement:

- (a) A request for assistance (“**Initial Request**”) is to be made solely by a person who is authorized to request assistance on behalf of Requesting Party.

- (b) The Initial Request must specify:
 - (i) the approximate location and size of the spill;
 - (ii) that the individual contacting Providing Party is a person authorized to make a request for assistance;
 - (iii) the type of Oil involved; and
 - (iv) the nature and extent of the Marine Spill Response Services required.
- (c) If the Initial Request is not provided in writing, it must be confirmed in writing forthwith.
- (d) The agreement in writing of Providing Party to provide assistance to Requesting Party following any particular Initial Request must be made solely by a person who is authorized to accept the request on behalf of Providing Party.
- (e) A work order in the form attached to this Agreement as Schedule C ("**Work Order**") detailing the Marine Spill Response Services to be provided by Providing Party during the 7-day period immediately following the Initial Request must be completed within 48 hours following the Initial Request. Thereafter, prior to the expiry of the first and each such subsequent 7-day period, or such other period as the parties otherwise agree, a Work Order must be prepared for each 7-day period during which Requesting Party requires the Marine Spill Response Services of Providing Party pursuant to this Agreement.
- (f) The parties will evidence their agreement as to the Marine Spill Response Services to be provided during each such 7-day period by signing the Work Order.

ARTICLE 6 FEES AND PAYMENT

6.1 Providing Party Fees

- (a) "**Providing Party Fees**" means all fees, including all reasonable costs and expenses charged by Providing Party for providing Marine Spill Response Services pursuant to this Agreement, including:
 - (i) equipment charges (owned, non-owned or leased);
 - (ii) overhead costs;
 - (iii) repairs and replacements that are for the account of the Requesting Party under this Agreement;

- (iv) the additional cost of insurance that is incurred in connection with the Marine Spill Response Services;
 - (v) salaries, wages, the cost of insurance and other benefits provided or paid to personnel;
 - (vi) employers' employment taxes required to be paid by the Providing Party in respect of personnel;
 - (vii) other amounts payable under Sections 3.5 or 9.1;
 - (viii) food, lodging and travel costs for personnel;
 - (ix) fees and reimbursements paid to contractors, mutual aid partners or any other parties;
 - (x) the costs of Consumables and other materials used in the provision of Marine Spill Response Services by Providing Party under this Agreement; and
 - (xi) the costs of demobilization, including the costs associated with the obligations of Requesting Party regarding demobilization set forth in Section 2.8.
- (b) Where Providing Party has provided to Requesting Party, in advance of the Requesting Party's request for Marine Spill Response Services under Section 2.1, a schedule of fees and charges in respect of any of its Marine Spill Response Services that is generally applicable to fees and charges charged by the Providing Party for marine spill response services to other parties, the fees and charges associated with those Marine Spill Response Services will be in accordance with the most recently provided schedule or as otherwise mutually agreed by the parties.

6.2 Payment of Providing Party Fees

- (a) Requesting Party will, on a timely basis and in accordance with this Agreement, pay all Providing Party Fees that are due and payable, in the currency in which they are incurred.
- (b) All payments to be made by a Requesting Party to a Providing Party must be made free and clear of, and without deduction for, withholding or collection of Taxes unless the Requesting Party is required to withhold, deduct or collect such Taxes by the relevant law or by the interpretation or administration relevant law by the relevant government authority or agency.

- (c) If the Requesting Party is required to withhold, deduct or collect any amount for, or on account of, Taxes on any payment made under or with respect to this Agreement, the Requesting Party will make such withholding, deduction or collection and remit such amount to the relevant authority as and when required by law. The Requesting Party will furnish to the Providing Party, within 30 days after the relevant withholding, deduction or collection is due to be paid to the relevant authority copies of tax receipts evidencing such payment. The Requesting Party will also increase the payments to the Providing Party as necessary such that after all such withholding, deductions or collections are paid (including with respect to additional amounts paid pursuant to this Section 6.2) the net amount received by the Providing Party must equal the amount of the payments it would have received had no such withholding, deductions or collections been made.
- (d) The Requesting Party will indemnify the Providing Party for the full amount of Taxes imposed by any jurisdiction and paid by the Providing Party with respect to any amounts payable pursuant to this Section 6.2, and any liability (including penalties, additions to Taxes, interest and expenses) arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally asserted. This indemnification must be made within 30 days from the date such Providing Party makes written demand therefor (which demand must identify the nature and amount of Taxes or for which indemnification is being sought and must include a copy of the relevant portion of any written assessment from the relevant taxing authority demanding payment of such Taxes).
- (e) If any Providing Party is entitled to receive a refund of tax or be entitled to a credit against or relief or remission for, or payment of, any Taxes paid or payable by it (a "**Tax Credit**") in respect of or calculated with reference to the deduction, withholding or collection giving rise to the payment of an additional amount under this Section 6.2, such Providing Party will use its reasonable best efforts (which are at the expense of Requesting Party) to obtain the Tax Credit and, to the extent that it can do so without prejudice to the retention of the amount of such Tax Credit, relief, remission or repayment, pay or cause to be paid to the Requesting Party such amount as such Providing Party concludes, acting reasonably, to be attributable to the relevant deduction, withholding or collection.
- (f) Providing Party will submit an invoice to Requesting Party for Providing Party Fees incurred. Except as otherwise provided under Section 6.5, all invoices submitted by Providing Party pursuant to this Section are due and payable by Requesting Party by the end of the 30th business day following receipt of the invoice by Requesting Party, and to the extent any invoice is not paid in full by the end of the 30th business day following receipt of the invoice by Requesting Party, the outstanding amount accrues interest at the rate of 1% per month, or

12.68% per year, calculated monthly, commencing on the 31st day after the date of the invoice. The accrual or payment of interest under this subsection does not excuse or cure any default of this Agreement caused by failure to pay on a timely basis and in accordance with this Agreement all Providing Party Fees.

- (g) Invoices may be submitted by fax or as an attachment to an e-mail, and a fax or e-mailed copy of an invoice is deemed to be received by Requesting Party at such time as is indicated on the receipt of confirmation notice received by Providing Party for such fax or the time it is transmitted without error by e-mail.

6.3 Alternative Funding Arrangements

- (a) In those cases where the parties anticipate that Marine Spill Response Services will be required for an extended period of time, or the parties otherwise elect, the parties may agree on an alternative means by which Requesting Party may fund the Marine Spill Response Services to be provided by Providing Party. In reaching such agreement, Requesting Party must satisfy Providing Party that any method of funding suggested by Requesting Party will, when implemented, permit all invoices rendered by Providing Party during the relevant period to be paid in full on such terms as are acceptable to Providing Party under the circumstances. Any decision to accept any particular alternative method of funding is solely within the discretion of Providing Party. If the parties are unable to agree on an alternative method of funding acceptable to Providing Party, Providing Party will receive cash payment for all Providing Party Fees on a timely basis and as provided in this Agreement.
- (b) The parties will set forth in each Work Order, or any amendment of a Work Order, any agreed-to alternative agreement as to funding and, if there is any inconsistency between the provisions of a Work Order or any amendment of a Work Order and this Agreement, the provisions of the Work Order or any amendment govern.
- (c) If the parties are unable to agree on an acceptable alternative means by which Marine Spill Response Services are to be funded in any seven-day period or portion a seven-day period, the parties will continue to provide Marine Spill Response Services in accordance with Section 6.2, and the parties will negotiate as soon as practicable in good faith to agree on an acceptable alternative means. Until acceptable alternative means by which Marine Spill Response Services are to be funded have been agreed to by the parties, all Providing Party Fees must be paid in accordance with Section 6.2.

6.4 Payments in Good Standing

The Providing Party may terminate all Marine Spill Response Services if at any time the Requesting Party has not paid all Providing Party Fees and Taxes that are due and owing.

6.5 Disputed Invoices

- (a) If Requesting Party objects to any item or statement shown on an invoice, Requesting Party will promptly notify Providing Party of the dispute, specifying in reasonable detail the factual basis for the dispute and Requesting Party will pay to Providing Party in accordance with the terms of this Agreement 90% of the disputed invoiced amounts.
- (b) The payment of 90% of any invoiced amounts does not prejudice Requesting Party's right to object to or question such invoice, and such invoice is subject to adjustment for amounts included in the invoice that are ultimately determined not to be amounts for which Requesting Party was obligated to pay Providing Party under the terms of this Agreement.
- (c) Requesting Party may object to or question all invoices or matters relating to any invoice(s) within 30 days following the date of the invoice(s), or the date on which the last invoice(s) under a Work Order is rendered, whichever is later. If there is a dispute regarding an invoiced amount, the parties will use reasonable efforts to resolve such dispute and the provisions of Sections 12.11 and 12.13 apply.

6.6 Daily Records

- (a) Providing Party will keep daily records of:
 - (i) the supplies used;
 - (ii) Providing Party Equipment used;
 - (iii) the Personnel employed by Providing Party and the hours of work of such Personnel; and
 - (iv) all expenses reasonably incurred by Providing Party or Providing Party's Personnel in providing the Marine Spill Response Services.
- (b) Unless the parties otherwise agree to the contrary, Providing Party will provide such records to Requesting Party on a daily basis during the period in which Providing Party is engaged in carrying out the Marine Spill Response Services pursuant to this Agreement.

6.7 Audits

- (a) Requesting Party may, at all reasonable times and intervals, make such reasonable inspection or audit of such portion of the books and records maintained by Providing Party as relate to the invoices submitted in respect of Marine Spill Response Services performed under the terms of this Agreement.

- (b) Providing Party will make available to Requesting Party such information and materials (including time sheets for Personnel and Equipment) as Requesting Party may reasonably require to verify and substantiate the invoices provided by Providing Party under this Agreement, so long as Requesting Party reimburses Providing Party for any costs incurred by Providing Party in assisting Requesting Party.
- (c) If an audit indicates an error in the prior calculation of Providing Party Fees or any portion of Providing Party Fees payable by Requesting Party, Providing Party will promptly make the appropriate corrections and adjustments.

6.8 Fees Remain Payable

Requesting Party's obligation to pay the fees payable under this Agreement is absolute and not subject to set-off, deduction or other reduction or counterclaim by reason of the non-availability of Marine Spill Response Services, force majeure described in Section 11.1, or any other event or circumstance that would otherwise effect a suspension or termination of the obligations of Providing Party.

ARTICLE 7 CONFIDENTIALITY

7.1 Confidential Information

Each party (the "**First Party**") acknowledges that it has a confidential relationship with the other party (the "**Second Party**") and the Second Party's customers (each a "**Customer**") and, as such, has an obligation to maintain as confidential all information it obtains in performing Marine Spill Response Services under this Agreement that pertains to the amount of Oil spilled in any Incident, the causes of any Incident, or other information that the Second Party or its Customer notify the First Party as being confidential ("**Confidential Information**"), subject to the following specific exceptions where the Confidential Information will no longer be subject to such obligations of confidentiality:

- (a) where the Confidential Information was already in the First Party's possession;
- (b) where the Confidential Information becomes generally available to the public other than as a result of an unauthorized disclosure by the First Party;
- (c) where the Confidential Information must be released pursuant to any Laws or to a binding court rule of procedure or order of a court or regulatory authority, but only if prior to disclosure of the Confidential Information, the First Party provides notice to the Second Party in sufficient time to permit the Second Party to apply to any regulatory body, legal authority or court of competent jurisdiction for an order prohibiting such disclosure;

- (d) where the Confidential Information becomes available to the First Party on a non-confidential basis from a source other than the Second Party or the Customer, but only if such source is not known by the First Party to be bound by a confidentiality agreement or other obligation of secrecy with respect to such Confidential Information; or
- (e) where release of the Confidential Information is authorized by the Second Party or the Customer.

ARTICLE 8 INDEMNITY AND INSURANCE

8.1 Indemnification by Providing Party

- (a) Providing Party will indemnify and save harmless Requesting Party, its directors, officers, shareholders, employees, contractors and agents from and against:
 - (i) all losses and damages, including those for injury or loss of life, caused to any persons, property or the environment, of any nature or kind; and
 - (ii) all liabilities arising as the result of the breach of any Laws,

(including in each case reasonable attorneys fees as they are incurred) that Requesting Party, its directors, officers, shareholders, employees, contractors or agents may suffer or incur to the extent that a court of competent jurisdiction determines that the loss, damage or liability referred to in this subsection is a result of the gross negligence or wilful misconduct of Providing Party, its directors, officers, employees, contractors or agents.
- (b) To the extent that gross negligence or wilful misconduct is predicated on a breach of any laws directly applicable to Requesting Party, the parties agree that such "gross negligence" and "wilful misconduct" under this subsection exists only in those cases where:
 - (A) the Requesting Party advised the Designated Representative of the Providing Party (in writing or, if orally, if promptly confirmed by written confirmation) of the Requesting Party Laws from which the liability has allegedly arisen prior to the act or omission giving rise to the loss, damage or liability; and
 - (B) the breach of the law was not attributable to force majeure.

- (c) The parties agree that Requesting Party is not required to exhaust its recourse against any insurance policy or third party as a condition precedent to claiming indemnification under this Section.

8.2 Indemnification by Requesting Party

- (a) Requesting Party will indemnify and save harmless Providing Party, its directors, officers, shareholders, employees, contractors or agents from and against:
 - (i) all losses and damages, including those for injury or loss of life, caused to any persons, property or the environment, of any nature or kind; and
 - (ii) all liabilities arising as the result of the breach of any Laws,

(including in each case reasonable attorneys fees as they are incurred) that Providing Party, its directors, officers, shareholders, employees, contractors or agents may suffer or incur as a result of or in connection with providing Marine Spill Response Services pursuant to the terms of this Agreement (including the negligence of the Providing Party, its directors, officers, employees, contractors, or agents, except personal injury to or death of employees of the Providing Party that is caused solely by the negligence of the Providing Party) except in circumstances where, and to the extent that, a court of competent jurisdiction finds that the loss, damage or liability referred to in this subsection is the result of the gross negligence or the wilful misconduct, as defined in Section 8.1, of Providing Party, its directors, officers, employees, contractors or agents.
- (b) Providing Party is not required to exhaust its recourse against any insurance policy or third party as a condition precedent to claiming indemnification under this Section.

8.3 Insurance

- (a) At all times while Equipment is employed in rendering Marine Spill Response Services (including mobilization and demobilization), the relevant Providing Party will obtain and maintain the following insurance:
 - (i) as to vessels, hull and machinery, insurance for the full insurable value thereof, protection and indemnity insurance (containing no specialist operations exclusion) in an amount not less than Cdn\$10 million per occurrence, pollution liability and cleanup insurance in an amount not less than Cdn\$10 million per occurrence that insures against and provides cleanup insurance for pollution (other than Oil being cleaned up) emanating from the Providing Party's vessels, and such other policies of insurance as are customary in the industry; and

- (ii) as to all other Equipment, insurance for the full insurable value of the Equipment (except for equipment that it is not customary to insure).
- (b) _____ has registered, and during the term of this Agreement, will maintain registration under the *Workers' Compensation Act*, _____.
- (c) WCMRC has registered, and during the term of this Agreement, will maintain registration under the *Workers' Compensation Act*, RSBC 1996, c. 492.
- (d) To the extent that coverage under the *Workers' Compensation Act* does not provide all legally required coverage during any period when WCMRC or _____, as the case may be, is acting as a Providing Party under the terms of this Agreement or, to the extent that the parties determine that additional workers' compensation insurance should be obtained, the Providing Party will obtain such additional coverage for its own benefit, and the Requesting Party will indemnify the Providing Party fully for the costs associated with obtaining such additional coverage from applicable insurers or the governments or government agencies or instrumentalities.
- (e) While Marine Spill Response Services are being rendered by any party to this Agreement, both parties will obtain and maintain:
 - (i) commercial liability or comprehensive general liability insurance that applies with respect to their activities in connection with the relevant Incident (and containing no watercraft exclusions for small vessels not otherwise covered by protection and indemnity insurance), in an amount not less than Cdn\$10 million (or its equivalent) per occurrence; and
 - (ii) professional liability insurance in an amount not less than \$10 million (or its equivalent) per occurrence; and
 - (iii) such other policies of insurance as are customary in the industry.
- (f) The insurance obtained by each party under this Agreement must cover their respective obligations as an indemnitor under this Agreement and, irrespective of assured status and waivers of subrogation, each party's insurance must be endorsed or otherwise procured in such a fashion that it is primary as to such party's obligations to provide indemnification under this Agreement.
- (g) Each policy of insurance obtained by a party to this Agreement must be endorsed to add the other party, its officers, directors, and employees, as additional assureds (without liability for premiums, assessments, dues, or calls) and to provide them with waivers of subrogation.

- (h) All insurance required under this Agreement that is obtained by a party must:
 - (i) be underwritten by Insurers or Protection and Indemnity Associations that appear, on the basis of reasonable inquiry, to be financially sound;
 - (ii) be obtained in customary forms; and
 - (iii) have deductible or franchise clauses that meet with the reasonable approval of the other party.
- (i) The parties will furnish each other with copies, certified by their insurers or brokers, of their insurance policies, or a certificate of insurance with respect to such insurance policies. The parties agree to provide notice to each other forthwith if their insurance coverage is amended, or any portion of their insurance coverage is terminated or cancelled.
- (j) Premiums, assessments, and calls for all insurance furnished under this Agreement are for the account of the party required under this Agreement to obtain it, except that the incremental cost, if any, of extending such insurance to the other party's Response Area while Marine Spill Response Services are being rendered therein is for the account of the relevant Requesting Party. Any uninsured losses or any deductibles or retentions required to be paid by the Providing Party pursuant to Section 8.1 are also for the account of the Requesting Party.

8.4 Liens

- (a) The Requesting Party may not encumber, or allow the encumbrance of, any of the Providing Party's Equipment by any lien, charter or lease, claim of forfeiture, attachment, or other encumbrance whatsoever, and will return the Equipment to the Providing Party when required under this Agreement free and clear of all such liens, charters, leases, claims of forfeiture, attachments, and other encumbrances.
- (b) If any Equipment is arrested, seized, repossessed, or otherwise detained by judicial or non-judicial means to enforce any lien, charter or lease, claim of forfeiture, attachment or other encumbrance, the Requesting Party will forthwith procure the release thereof free and clear of such lien, charter or lease, claim of forfeiture, attachment, or other encumbrance.

8.5 Salvage

Salvage awards earned by vessels constituting Equipment are to be apportioned equally between the parties after deducting the shares for officers and crew, and salvage expenses, including the relevant portions of the Providing Party's Fees.

ARTICLE 9 STATUS OF PROVIDING PARTY

9.1 Providing Party Personnel

- (a) For purposes of this Agreement, neither Providing Party nor Providing Party's employees or subcontractors are to be considered to be employees of Requesting Party.
- (b) Providing Party, and not Requesting Party, is responsible for the deduction or remittance to the appropriate federal or provincial government authorities of income taxes, employee or employer contributions to the Canada Pension Plan, unemployment insurance premiums, payments under worker's compensation or other insurance premiums, and other charges of any nature or kind.

ARTICLE 10 TERM AND TERMINATION

10.1 Term

- (a) This Agreement commences on the date set out on the first page and continues in effect until terminated by either party in accordance with the terms of Section 10.2 or 10.3.

10.2 Termination in the Discretion of Either Party

This Agreement may be terminated by either party on provision of at least 60 days prior written notice to the other party.

10.3 Termination for Cause by Either Party

This Agreement may be terminated by either party ("**Non-Defaulting Party**") effective immediately upon written notice to the other party ("**Defaulting Party**"):

- (a) if Defaulting Party has failed to pay any Providing Party Fees or additional amounts (pursuant to Section 6.2) in accordance with the terms of this Agreement;
- (b) if Defaulting Party has become insolvent, commenced an act of bankruptcy, suspended business operations or has bankruptcy, dissolution, liquidation or winding-up proceedings commenced against it (unless such proceedings are actively and diligently contested in good faith on a timely basis); or

- (c) if Defaulting Party has breached any term of this Agreement and has failed to cure such breach within five days after Defaulting Party received written notice of such breach from Non-Defaulting Party.

This right of termination is in addition to any of Non-Defaulting Party's rights and remedies under this Agreement or at law or in equity.

10.4 Consequences of Termination

Upon termination of this Agreement:

- (a) Requesting Party will pay to Providing Party all Providing Party Fees and Taxes owing in respect of Marine Spill Response Services performed under this Agreement up to the time of termination; and
- (b) Requesting Party will, at its expense, discharge all of its obligations on demobilization set forth in Section 2.8.

10.5 Survival

Notwithstanding the termination of this Agreement by Requesting Party or Providing Party pursuant to this Article, rights and remedies for prior defaults, the provisions of this Section, Sections 2.3, 2.8, 3.3, 4.2, 10.4, 12.11 and 12.13 and Articles 6, 7 and 8 survive any such termination.

ARTICLE 11 FORCE MAJEURE

11.1 Force Majeure

If, during the term of this Agreement, any event or circumstance arises or occurs that is beyond the reasonable control of WCMRC or _____, including the action of government, flood, fire, strike, lock-out or other labour unrest, riot, civil unrest, terrorism, war (whether declared or undeclared), an act of God, that prevents, restricts or delays WCMRC or _____ from duly performing any of its obligations under this Agreement, then during the period that such event or circumstance, or the effect of the event or circumstance continues, performance by such party of such obligation will be suspended and excused to the extent that such party is so prevented, restricted or delayed.

11.2 Exception for Failure by Either Party

Neither party is entitled to the benefits of the provisions of Section 11.1 if and to the extent that its inability to duly perform any obligation under this Agreement was caused or contributed to by its failure to act in a reasonable and prudent manner under the circumstances.

11.3 Advising Other Party

Upon the occurrence of any event or circumstance described in Section 11.1, the party relying on Section 11.1 will forthwith advise the other party thereof and provide an estimate of the period of its inability to duly perform its obligations under this Agreement and, thereafter, will keep the other party informed of the likelihood or otherwise of its inability to perform being remedied.

11.4 Other Aspects of Force Majeure

- (a) The obligations of the party relying on Section 11.1 are suspended during any period of force majeure. The performance of this Agreement resumes as soon as practicable after force majeure has ceased.
- (b) No Providing Party Fees accrue during a period of force majeure in which Providing Party is relying on Section 11.1 except where the Marine Spill Response Services affected by the force majeure are already in progress when the event of force majeure occurs and the inability to perform occurs as the result of or in connection with the event of force majeure. In such case, the Marine Spill Response Services will be demobilized, Requesting Party will carry out all of its obligations pursuant to Section 2.8, and all Providing Party Fees and Taxes, including all costs of demobilization, are payable by Requesting Party.

ARTICLE 12 GENERAL PROVISIONS

12.1 Notices

- (a) All notices required or permitted to be given to a party under this Agreement must be in writing and delivered by hand, mailed by registered first-class airmail postage prepaid, or sent by fax to the party's address shown on page 1 of this Agreement, or sent by e-mail (with the notice attached in .pdf format) to an e-mail address provided by the receiving party upon request by the sending party, and, more particularly, as follows:
 - (i) In the case of WCMRC:
 - Attention: President and General Manager
 - Telephone: (604) 294-6001
 - Facsimile: (604) 294-6003

(ii) In the case of _____:

Attention: President

Telephone: ()

Facsimile: ()

(b) Any such notice is deemed to have been given and received:

(i) if delivered, on the first business day following the date on which it was delivered;

(ii) if mailed, on the tenth business day following the day it was posted; or

(iii) if given by telecommunication, on the first business day following the day it was dispatched if there is electronically confirmed receipt.

(c) No party may mail any notice during any period when postal workers are on strike or if a strike is imminent. Either party may change its address by giving notice of the change to the other party.

12.2 Amendments to Agreement

Subject to Section 12.3, this Agreement may not be amended except in writing executed by the parties.

12.3 Amendments to Schedules

The Schedules to this Agreement form an integral part of this Agreement. The Schedules may be amended or replaced from time to time by the parties who will evidence their approval thereof by both initialling a new Schedule dated as of the effective date of such amendment or replacement.

12.4 Time

Time is of the essence of this Agreement.

12.5 Further Assurances

Each party will, at its own expense and without expense to any other party, execute and deliver such further agreements, deeds, instruments and documents, and do such further acts as the other party reasonably requests for the purpose of evidencing, carrying out and giving full force and effect to the intent of this Agreement.

12.6 Enurement and Assignment

This Agreement enures to the benefit of and is binding upon the respective successors and permitted assigns of the parties. Neither party may assign this Agreement, in whole or in part,

voluntarily or by force of any Laws, without the prior written approval of the other party, failing which all such assignments are void.

12.7 Entire Agreement

The provisions of this Agreement, including the schedules to this Agreement, constitute the entire agreement between the parties respecting the subject matter of this Agreement and supersede all previous understandings and agreements, whether verbal or written, and contemporaneous oral agreements, between the parties with respect thereto.

12.8 Severability

Each provision of this Agreement is intended to be severable and, accordingly, the invalidity or unenforceability of any particular provision does not affect the validity or enforceability of any other provision, except that if, on the reasonable construction of this Agreement as a whole, the applicability of the other provision is expressly stated, or by reasonable implication is intended by the parties, to be dependent on the validity and enforceability of the particular provision, the other provision will be deemed also to be invalid or unenforceable.

12.9 Waiver

No waiver of any breach or default under this Agreement extends to a subsequent breach or default, whether or not the same as or similar to the breach or default waived. No act or omission of a party extends to or is to be taken in any manner whatsoever to affect any subsequent breach or default of the party or the rights of the other party resulting therefrom. Any such waiver must be in writing and signed by the party agreeing to the waiver to be effective.

12.10 No Beneficiaries

There are no intended beneficiaries of this Agreement other than _____, WCMRC, and their successors and permitted assigns.

12.11 Dispute Resolution

If any dispute or disagreement arises between WCMRC on the one hand and _____ on the other hand, the parties will follow the following procedure in an attempt to resolve the dispute or disagreement:

- (a) The party claiming that a dispute exists will give notice in writing ("**Notice of Dispute**") to the other party of the nature of the dispute.
- (b) Within 14 days of receipt of the Notice of Dispute, a nominee or nominees of WCMRC and a nominee or nominees of _____ will meet and use all reasonable efforts to resolve the dispute. Prior to, and in anticipation of, the meeting the

parties will exchange written summaries reflecting, in reasonable detail, the nature and extent of the dispute.

- (c) If the parties are unable to resolve the dispute at the meeting or if, for any reason, the required meeting has not been held, the party claiming that such a dispute exists will give notice to the board of directors of WCMRC and the board of directors of _____ (the “**Notice to the Board**”). Such notice is deemed to be satisfactorily provided to the board of directors of WCMRC and the board of directors of _____ if such notice is provided in accordance with the terms of Section 12.1 to the individual identified in Section 12.1 as the person to whom notice to WCMRC or _____, as the case may be, is to be given.
- (d) Within 14 days of receipt of the Notice to the Board, two executive officers or directors of WCMRC and two executive officers or directors of _____ will meet and use all reasonable efforts to resolve the dispute.
- (e) If the executive officers and directors of WCMRC and _____ are unable to resolve the dispute at the meeting or if, for any reason, the required meeting has not been held, then either WCMRC or _____ may initiate arbitration proceedings in accordance with the terms of Section 12.13. However, if a dispute pertains to any monetary amount that, in combination with all other disputes relating to the same Work Order from which the dispute arises, does not exceed Cdn\$5,000, then the parties are deemed to have waived any and all rights they may have had to resolve such dispute by means of arbitration or any other alternative, including recourse to a court of competent jurisdiction.

12.12 Governing Law

In connection with any matter or dispute arising following a request for assistance under this Agreement, this Agreement is to be interpreted and governed by and all differences of opinion that may arise in the implementation, interpretation or termination of this Agreement is to be adjudicated according to:

- (a) the laws of Canada to the extent applicable, and otherwise to the laws of the Province of British Columbia, if _____ is the Providing Party and WCMRC is the Requesting Party; or
- (b) the laws of Canada to the extent applicable, and otherwise to the laws of the Province of _____, if WCMRC is the Providing Party and _____ is the Requesting Party.

12.13 Arbitration

- (a) Except as otherwise provided in Section 12.11(e), all disputes between the parties under this Agreement (which the parties have been unable to resolve in

accordance with the procedures set forth in Section 12.11) must be referred to arbitration at:

- (i) Vancouver, British Columbia in accordance with the Vancouver Maritime Arbitrators Association Rules, if WCMRC is the Providing Party; or
 - (ii) _____ in accordance with the _____, if _____ is the Providing Party.
- (b) Any decision of an arbitrator appointed under this Agreement is final and binding. The prevailing party in each arbitration is entitled to an award of reasonable attorneys' fees and expenses. In each arbitration, the parties are entitled to reasonable discovery at the discretion of the arbitrators.
- (c) Arbitration proceedings must be commenced within the later of three years after an arbitrable claim arises or the time within which a reasonable claimant would have been aware of the circumstances giving rise to an arbitrable claim. In making any award, the arbitrators are bound to apply the terms of this Agreement and the applicable law of the forum province.

12.14 Execution of Agreement

This Agreement may be executed in one or more counterparts, each of which when so executed is deemed to be an original, and such counterparts together constitute one Agreement and notwithstanding their date of execution are deemed to be executed on the day set out on the first page of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

**WESTERN CANADA MARINE
RESPONSE CORPORATION**

(Authorized Signature)

(Authorized Signature)

(Name)

(Name)

(Title)

(Title)

**SCHEDULE A
LISTS OF EQUIPMENT**

(See attached)

SCHEDULE B DEFINITION OF OIL

FOR THE PURPOSE OF THIS AGREEMENT THE DEFINITION OF OIL WILL BE THAT AS DEFINED BY THE MARPOL 73/78 ANNEX 1:

“OIL” means petroleum in any form including crude oil, fuel oil, sludge, oil refuse and refined products (other than petrochemicals which are subject to the provisions of Annex II of the present Convention) and, without limiting the generality of the foregoing includes the substances listed:

LIST OF OILS

Asphalt solutions

Blending stocks
Roofers flux
Straight run residue

Oils

Clarified
Crude Oil
Mixtures containing crude oil
Diesel Oil
Fuel oil no. 4
Fuel oil no. 5
Fuel oil no. 6
Residual fuel oil
Road oil
Transformer oil
Aromatic Oil (excluding vegetable oil)
Lubricating oils and blending stock
Mineral oil
Motor oil
Penetrating oil
Spindle oil
Turbine oil

Distillates

Straight run
Flashed feed stocks

Gas Oil

Cracked

Gasoline Blending Stocks

Alkylates – fuel
Reformats
Polymer

Gasolines

Casinghead (natural)
Automotive
Aviation
Straight run
Fuel oil no. 1 (Kerosene)
Fuel oil no. 1-D
Fuel oil no. 2
Fuel oil no. 2-D

Jet Fuels

JP-1 (Kerosene)
JP-3
JP-4
JP-5 (Kerosene, Heavy)
Turbo fuel
Kerosene
Mineral spirit

Naphtha

Solvent
Petroleum
Heartcut distillate oil

SCHEDULE C WORK ORDER

Work Order #:	Time Period:
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Responsible Party Representative	WCMRC Representative
(Authorized Representative)	(Authorized Representative)
(Organization)	(Address)
(Address)	(Phone Number)
(Phone Number)	(Fax Number)
(Fax Number)	WCMRC Fax #'s: Burnaby – 604-294-6003 Duncan – 250-746-9447 Prince Rupert – 250-624-5166
	Emergency Number: 604-294-9116

Upon being signed, this Work Order becomes an integral part of the Emergency Oil Spill Mutual Aid Agreement dated as of July, 2013 between the Requesting Party and the Providing Party.

Description of Marine Spill Response Services to be Provided: (attach ICS204c Assignment Lists)	
<input type="checkbox"/> Emergency	<input type="checkbox"/> Non-Emergency

The undersigned on behalf of the Requesting Party authorizes the Providing Party to proceed with the work outlined in this Work Order.

The undersigned on behalf of the Providing Party agrees to carry out the work outlined in this Work Order.

(Requested Start Date)	(Applicable Work Period)
(Signature of Authorized Representative)	(Signature of Authorized Representative)
(Date mm/dd/yyyy and time)	(Date mm/dd/yyyy and time)

Attachment to Work Order # _____

Date:		Requesting Party:	
Project:		Contact Name:	
Operational Period:		Address:	
Division/Group:		City:	
Phone:		Phone:	

Personnel Resources						
Supplier	Description/Occupation	Assignment	#	Shift Rate	Hours/Days	Approx. Total
Total					Approx. Total	

Equipment Resources (Major items only)						
Supplier	Description	Assignment	#	Rate	Hours/Day	Approx. Total
Total					Approx. Total	

Estimate of Supplies and Materials - Description	Unit	Quantity	Total

- Notes:**
1. This is not a cost estimate, a detailed cost estimate will be provided as required.
 2. Resource requirements may change due to changes in spill behaviour, weather, tides or direction of government agencies.
 3. Refer to checklist of logistical and support requirements on the reverse.

Checklist of Logistical & Support Requirements

Note – The following checked items and services may be billed by the Providing Party or their contractor, in addition to the personnel, equipment and materials identified on page 1. Check all that apply for this incident.

<p>Operations</p> <ul style="list-style-type: none"> <input type="checkbox"/> Heavy equipment – backhoes, bobcats <input type="checkbox"/> Temporary Storage – bins, tanks, etc. <input type="checkbox"/> Specialized vessels <input type="checkbox"/> Aircraft <input type="checkbox"/> Specialized supplies – shoreline cleaner, steam generators, pressure washers, etc. 	<ul style="list-style-type: none"> <input type="checkbox"/> Miscellaneous operations – launching, parking <input type="checkbox"/> Equipment demobilization <input type="checkbox"/> Equipment decontamination <input type="checkbox"/> Equipment repair <input type="checkbox"/> Equipment restocking (trailers, vessels) <input type="checkbox"/> Equipment replacement (boom, hand tools, etc.)
<p>Logistical Support</p> <ul style="list-style-type: none"> <input type="checkbox"/> Meals, snacks, water, ice <input type="checkbox"/> Personnel accommodation – hotel, motel, portable camp <input type="checkbox"/> Personnel transportation <input type="checkbox"/> Portable toilets <input type="checkbox"/> Temporary on-site shelter (includes heat and A/C) <input type="checkbox"/> Vehicle rental – passenger cars, trucks, ATVs, specialized vehicles, trailers <input type="checkbox"/> First aid services (WCB requirement) – Safety Officer, Safety Watch, gas/air monitoring, industrial hygienist <input type="checkbox"/> Safety services (WCB requirement) <input type="checkbox"/> Security services <input type="checkbox"/> Equipment repair and maintenance (during incident) <input type="checkbox"/> Fuel and lubricants <input type="checkbox"/> Vessel moorage <input type="checkbox"/> Miscellaneous equipment – radio and communication equipment, telephones, cell and satellite phones <input type="checkbox"/> Miscellaneous supplies – rope, hose, fencing, lumber, plastic sheeting, parts, hardware <input type="checkbox"/> ICP facility rental 	<ul style="list-style-type: none"> <input type="checkbox"/> Miscellaneous ICP equipment – photocopier(s), computers, printers, furniture, telephone and data line installation, internet access <input type="checkbox"/> Miscellaneous services – brush removal, tree fallers, traffic control <input type="checkbox"/> Other equipment (list): _____ _____ <input type="checkbox"/> Other services (list): _____ _____ _____
<p>Planning Support (list below):</p> <p>_____</p>	
<p>Finance Support (list below):</p> <p>_____</p>	
<p>Site specific requirements (list below):</p> <p>_____</p>	
<p>Other costs (list below):</p> <p>_____</p>	

SCHEDULE D

_____ RESPONSE AREA

SCHEDULE E
WCMRC RESPONSE AREA

The Waters bordering the Province of British Columbia (including the shorelines associated with such Waters), the inland Waters of British Columbia, and excluding Waters north of the 60th parallel of latitude. “Waters” has the meaning given to it in Section 166 of the *Canada Shipping Act, 2001*, as amended.

SCHEDULE F WCMRC General

- Contractors or casual employees who may not have travel/medical insurance, will be required by WCMRC to purchase sufficient coverage in the event of an accident or illness in another province, and this cost will be billed.
- Where the RP or government agency requires a medical (i.e., Hazwoper), WCMRC contractors/employees will comply, and the cost will be billed.
- If the RP makes operational changes that impact the travel arrangements already made (i.e., airline), all costs incurred due to changing those travel plans will be billed.
- The exchange rate shown on the credit card statement for all expenses billed to a credit card by a WCMRC employee or contractor will be billed.
- Contractor charge-out rates will not be re-negotiated.
- WCMRC charge-out rates includes each ICS role/position together with a corresponding rate, including administration, finance, etc., and these will be billed. Overtime rates will apply where hours in excess of 12 per day are worked.
- A 15% handling fee is calculated on all equipment, services and disbursements (excluding materials supplied through WCMRC) and will be billed.
- The payment of all WCMRC invoices will be made by wire transfer.
- WCMRC will prepare a Work Order on a daily or weekly basis (or as otherwise agreed) summarizing the personnel, their roles, and charge-out rates for sign-off by the Requesting Party.
- All WCMRC personnel will complete a *Daily Time Worksheet* (see attached sample) for signature/approval by the Requesting Party representative, or other party as agreed/identified at the time the request for WCMRC's assistance.
- All WCMRC contractor personnel will complete a *Field Contractor Daily Worksheet – Time, Equipment and Materials* (see attached sample) for approval by the Requesting Party representative, or other party as agreed/identified at the time the request for WCMRC's assistance.
- All WCMRC equipment will be recorded on a Daily Equipment and Consumables Worksheet (see attached sample) for approval by the Requesting Party representative, or other party as agreed/identified at the time the request for WCMRC's assistance.
- If the Requesting Party requests WCMRC equipment (including computers, etc.) as part of the response, all transportation, insurance costs, surveyor costs (if/as applicable), or other governmental requirements, etc. will be billed in addition to the daily rental.



Daily Time Worksheet

Work Date:	Prepared by:	Approved by:
Location:	Date prepared:	Date approved:
Section:	Branch:	Group:

Position	Command	C1	Spill Resp. Mgr.	C2	Deputy SRM	C3	Safety Officer	C4	Liaison Officer	C5	Information Officer	C6	Legal Officer	C7	Admin. Support
	Operations	O1	Section Chief	O2	Deputy Sect.Chief	O3	Admin. Support	O4	Safety Watch	O5	Staging Area Mgr.	O6	Branch Director	O7	Group Supervisor
		O8	Vessel Captain	O9	Vessel Crew	O10	Oil Spill Tech.	O11		O12		O13		O14	
	Planning	P1	Section Chief	P2	Deputy Sect.Chief	P3	Admin. Support	P4	Unit Leaders	P5	Technical Spec.	P6		P7	
	Logistics	L1	Section Chief	L2	Deputy Sect. Chief	L3	Admin. Support	L4	Branch Director	L5	Unit Leader	L6	Managers	L7	
	Finance	F1	Section Chief	F2	Deputy Sect. Chief	F3	Admin. Support	F4	Unit Leaders	F5	Unit Personnel	F6		F7	

Affiliation: WCMRC - FOSET, Advisor, Contractor, Other

Name	Affiliation	Position Code	From	To	From	To	Total

Remarks:



Field Contractor Daily Worksheet – Time, Equipment and Materials

Work Date:	Prepared by:	Approved by (WCMRC):
Contractor:	Date prepared:	Date approved:

Position Codes (PC)	O4	Safety Watch/First Aid Attend.	O6	Vessel Captain	O7	Vessel Crew	O14	Barge Crew	O15	Crane Operator
	O16	Shoreline Supervisor	O17	Shoreline Worker	O18	Chainsaw Operator	O19		O20	

Name	Assignment /Vessel/Location	Branch/Group	PC	From	To	From	To	Total

On-water Equipment (Tugs, FOSET and/or contractor vessels, skiffs, water taxis, barges, etc.)	Shoreline Equipment (Trucks, loaders, back hoes, forklifts, vacuum trucks, waste bins, generators, compressors, pumps, etc.)
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Description	Branch/Group	From	To	Total	Description	Branch/Group	From	To	Total

Tools (chainsaws, grass/brush cutters, rakes, hoes, shovels, axes, radios, cell phones, etc.)	Personal Protective Equipment (PPE) (Personal flotation devices (PFD), coveralls, rubber boots, gloves, etc.)
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Description	# used	Description	# used	Description	# used	Description	# used

Mutual Aid Agreement_Draft Template
 Contractors are required to complete this form daily or provide equivalent information on their company daily report (subject to WCMRC approval). Shaded area for WCMRC use.



Daily Equipment and Consumables Worksheet

Work Date:				Prepared by:					Reviewed by:							
Location:				Date prepared:					Date reviewed:							
Skimmers:No. 1, 2, 9, EB, MJ		From	To	Total	Containment Booms:		Qty.	From	To	Total	Storage Tanks:		Qty.	From	To	Total
B.C. No.					General Purpose						Buoy Wall Tank-4.55 ml					
B.C. No.					Inshore						Buoy Wall Tank-6.8 ml					
Barges:				River					Port-a-Tank-OT-4.5 ml							
No.					Shore Seal						Port-a-Tank-OT-6.8 ml					
No.					30" Zoom						Seaslug-5Tc/w tow line					
No.					26" Kepner Harbour - 1500'						Seaslug-10T c/w tow line					
Vessels:				42" Kepner Offshore- 1000'					Seaslug-25T c/w tow line							
No.					57" Kepner Hi Seas - 1000'						Pumps:					
No.					Ro-Boom						Honda-11/2"					
No.					Skimmers - Portable:						Honda-2"					
No.					RBS 05						Robin / Honda-3"					
Workboats:				RBS 10					Submersible pump							
No.					T-Disk (T-12) c/w power pak						Peristaltic / spate (pd)					
No.					T-Disk (T-18) c/w power pak						Shoreline flushing kit					
No.					GT-185 c/w power pak						Generators:					
No.					Rope mop (vertical) c/w pp						Generator-4-6kw					
Trailers:				Rope mop (trailer mt.)c/wpp					Generator-less than 4kv							
Trailer #					Rope mop (barrel) c/w pp						Miscellaneous:					
Trailer #					JBF-DIP c/w attachments						Oil / Water Separator					
Trailer #					Manta Ray/Slurp/Pedco						Wildlife Hazing Kit					
Trailer #					Communications:						10' x 10' tents					
Vehicles:		From	To	Total	Km	Hand held radio-UHF/VHF					10' x 20' tents					
Vehicle #						Portable Base station					Halogen Light c/w stand					
Vehicle #						Portable Repeater complete					Cellular telephones					
Vehicle #						Communications Centre					Rentals (supply details)					
Vehicle #						Satellite telephone										
Remarks:				Consumables-Sorbents, PPE, hand tools, first aid supplies etc.												
				Sorbents		Signed out	Returned	Used	Other		Signed out	Returned	Used			
				Pads					Garbage bag roll							
				Boom												
				Sweep												
				Snare with rope												
				Snares without rope												