

Contract No.:

FOSET CHARTER CONTRACT

THIS AGREEMENT made as of the ____ day of _____, 20__.

BETWEEN:

WESTERN CANADA MARINE RESPONSE CORPORATION
(“WCMRC”)
201 Kensington Avenue
Burnaby, BC V5B 4B2

AND:

The VESSEL OWNER described in Schedule E
(“Vessel Owner”)

Table of contents

ARTICLE 1	5
CHARTER AND TERM	5
1.1 TERM OF AGREEMENT AND INTERPRETATION.....	5
1.2 CERTIFICATION OF VESSEL SKIPPER AND CREW.....	5
1.3 LETTING AND HIRING.....	5
1.4 VESSEL INFORMATION SURVEY.....	5
1.5 REQUEST FOR HIRE.....	5
1.6 RESPONSE TO HIRE REQUEST.....	6
1.7 TERM.....	6
1.8 START TIME.....	6
1.9 FAILURE TO MOBILIZE IN TIME.....	7
1.10 VOYAGE CHARTER PREPARATION AND CONDUCT.....	7
1.11 VESSEL OWNER’S RESPONSIBILITY – USE OF WCMRC’S EQUIPMENT.....	8
1.12 RESTRICTION ON LIABILITY FOR JETTISONING EQUIPMENT AND EXERCISING CARE.....	9
1.13 VESSEL OWNER’S DISCRETION.....	9
ARTICLE 2	9
USE OF VESSEL	10
2.1 USE AND AVAILABILITY.....	10
2.2 FISHHOLD.....	10
2.3 SEALING FISHHOLDS.....	10
ARTICLE 3	11
REMUNERATION	11
This section has been redacted because the disclosure of this information could reasonably be expected to interfere with the contractual or other negotiations of WCMRC	
ARTICLE 4	13
DESCRIPTION AND CONDITION OF THE VESSEL	13
4.1 VESSEL CAPABILITIES.....	13
4.2 VESSEL’S CONDITION.....	13
ARTICLE 5	13
VESSEL CLEANING	13
5.1 VESSEL CLEANING.....	13
5.2 FISHHOLD CLEANING.....	14
5.3 CLEANING SITE.....	14
5.4 CREW.....	14
5.5 TIME FOR CLEANING.....	14
5.6 STANDBY RATE APPLICABLE.....	14
ARTICLE 6	14
CREWING REQUIREMENTS	14
6.1 CREW QUALIFICATIONS.....	14
6.2 MANNING REQUIREMENTS.....	15
6.3 ANCHOR WATCHES.....	15

ARTICLE 7	16
VESSEL INSURANCE	16
7.1 INSURANCE POLICIES.....	16
7.2 NOTICE OF CLAIMS.....	16
7.3 PAYMENT TO LOSS PAYEES.....	16
7.4 POLICY DETAILS.....	16
7.5 WORKERS' COMPENSATION INSURANCE.....	16
7.6 NOTICE OF INJURIES.....	17
7.7 VESSEL OWNER'S INSURANCE.....	17
ARTICLE 8	17
FUEL AND PROVISIONS	17
8.1 REIMBURSEMENT FOR SUPPLIES.....	17
ARTICLE 9	18
ACCOMMODATIONS AND EQUIPMENT FOR CREW AND NON-CREW	18
9.1 ACCOMMODATION FOR CREW.....	18
9.2 NON-CREW MEMBERS.....	18
9.3 EQUIPMENT FOR NON-CREW MEMBERS.....	18
ARTICLE 10	18
TERMINATION	18
10.1 TERMINATION.....	18
10.2 CONSEQUENCES OF TERMINATION.....	19
10.3 NO REIMBURSEMENT OF MEMBERSHIP FEES.....	19
ARTICLE 11	19
BREAKDOWN	19
11.1 BREAKDOWN.....	19
11.2 EXCEPTION FOR FAILURE BY EITHER PARTY.....	19
11.3 OTHER ASPECTS OF FORCE MAJEURE.....	19
ARTICLE 12	20
COMMUNICATIONS AND CONFIDENTIALITY	20
12.1 COMMUNICATIONS.....	20
12.2 CONFIDENTIALITY.....	20
12.3 NO INFORMATION TO MEDIA.....	20
ARTICLE 13	21
ALCOHOL AND DRUGS	21
13.1 ALCOHOL AND DRUGS.....	21
13.2 REMOVAL OF INDIVIDUALS FROM WORK SITE.....	21
ARTICLE 14	21
INDEMNITY	21
14.1 INDEMNITY BY VESSEL OWNER.....	21
14.2 INDEMNITY BY WCMRC.....	21
14.3 CERTIFIED RESPONSE ORGANIZATION.....	22
14.4 CONSEQUENTIAL DAMAGES.....	22
ARTICLE 15	22

DISPUTE RESOLUTION	22
15.1 ALTERNATIVE DISPUTE RESOLUTION	22
15.2 ARBITRATION FOR AGREEMENT DISPUTES	22
ARTICLE 16	22
MISCELLANEOUS CHARTER ISSUES	22
16.1 SUBCONTRACTING	22
16.2 SALVAGE	23
16.3 VOYAGE CHARTER IN THE U.S.....	23
16.4 ASSIGNMENT.....	23
16.5 INDEPENDENT CONTRACTOR	23
16.6 EXCLUSIVITY	23
16.7 FORCE MAJEURE.....	23
16.8 PROVISION OF LOG.....	23
16.9 NOT DEMISE	23
ARTICLE 17	23
GENERAL	24
17.1 NOTICES.....	24
17.2 WRITTEN NOTICES	24
17.3 VERBAL NOTICES.....	24
17.4 ENTIRE AGREEMENT	25
17.5 SEVERABILITY	25
17.6 GOVERNING LAW	25
17.7 INTERPRETATION	25
17.8 AMENDMENTS TO AGREEMENT.....	26
17.9 ENUREMENT	26
17.10 EXECUTION IN COUNTERPARTS	26
SCHEDULES TO FOSET CHARTER CONTRACT	27
SCHEDULE A - DEFINITIONS	28
SCHEDULE B – CHARTER RATES	28
This section has been redacted because the disclosure of this information could reasonably be expected to interfere with the contractual or other negotiations of WCMRC.	
SCHEDULE C – TRAINING AND EXERCISE REQUIREMENTS	33
SCHEDULE D – INVOICING PROCEDURES	34
SCHEDULE E – VESSEL INFORMATION SURVEY	37
SCHEDULE F – WCMRC DISPATCH ORDER	40
SCHEDULE G – TAILGATE SAFETY BRIEFING FORM	42
SCHEDULE H – EMPLOYER’S REPORT OF INJURY OR OCCUPATIONAL DISEASE	46
SCHEDULE I – CONFIDENTIALITY AGREEMENT	49

WHEREAS:

- A. The Vessel Owner owns the Vessel described in Schedule E;
- B. The Vessel Owner has agreed to charter the Vessel to WCMRC and WCMRC has agreed to charter the Vessel from the Vessel Owner in connection with Oil Spill Response Work upon the terms and conditions of this Agreement.

THEREFORE the Vessel Owner and WCMRC agree as follows (for definitions of capitalized terms see Schedule A):

**ARTICLE 1
CHARTER AND TERM**

1.1 Term of Agreement and Interpretation

- (a) This Agreement is effective as of the date set out above and continues unless terminated earlier in accordance with its terms.
- (b) Any reference in this Agreement to “day” means a 24-hour period beginning on the Start Time, without reference to the date of the Start Time.

1.2 Certification of Vessel Skipper and Crew

Information to be provided

1.3 Letting and Hiring

The Vessel Owner will let and WCMRC will hire the Vessel (each such letting and hiring is referred to as a “Voyage Charter”) on the terms and conditions contained in this Agreement.

1.4 Vessel Information Survey

WCMRC acknowledges having received a Vessel Information Survey (Schedule E) for the Vessel from the Vessel Owner. The Vessel Owner will provide to WCMRC an updated Vessel Information Survey for the Vessel on an annual basis during the term of this Agreement upon the request of WCMRC.

1.5 Request for Hire

If WCMRC wishes to hire the Vessel for a Voyage Charter, it will notify the Vessel Owner of the term of the proposed Voyage Charter (to be determined at WCMRC’s sole discretion) and that WCMRC either:

- (a) requires the Vessel as soon as practicable (a “Request for Immediate Hire”); or

- (b) requires the Vessel in the future (a “Request for Future Hire”). A Request for Future Hire will specify the approximate time and date WCMRC requires the Vessel Owner to have completed its Mobilization (the “Requested Time of Vessel Use”). WCMRC, at its sole discretion, may amend or withdraw a Request for Future Hire at any time prior to the time that is three hours before the Requested Time of Vessel Use, and WCMRC will reimburse the Vessel Owner for reasonable expenses incurred prior to the amendment or withdrawal as noted in the Dispatch Order.

1.6 Response to Hire Request

If the Vessel Owner receives a Request for Immediate Hire or a Request for Future Hire, the Vessel Owner will respond to WCMRC as soon as practicable and, in any event, within 3 hours of receiving the request, if the Vessel Owner wishes to accept the request, and:

- (a) if it is a Request for Immediate Hire, the Vessel Owner will provide an estimate of how much time is required to complete the Mobilization. If WCMRC determines that the estimated time for completing Mobilization is not satisfactory, WCMRC may withdraw the request for such Voyage Charter; and
- (b) if it is a Request for Future Hire, the Vessel Owner will confirm the Mobilization will be completed no later than the Requested Time of Vessel Use.

If the Vessel Owner determines not to accept such a request, it will notify WCMRC of that decision as soon as practicable. If the Vessel Owner does not respond to a request for hire within 3 hours of receiving the request, the Vessel Owner is deemed to have declined the request.

1.7 Term

The Term of each Voyage Charter:

- (a) commences on the Start Time and ends at the Vessel’s Mooring Time (unless terminated earlier in accordance with this Agreement);
- (b) will not be less than the period of time WCMRC has stated as being the minimum term in item 5 of the Dispatch Order (as set out in Schedule F); and
- (c) will be determined in 24-hour increments.

1.8 Start Time

The start time (“Start Time”) for each Voyage Charter will be as follows:

- (a) if pursuant to a Request for Immediate Hire that has not been withdrawn,, at the time the Vessel Owner accepted the request for such charter; and
- (b) if pursuant to a Request for Future Hire that has not been withdrawn, 3 hours before the Requested Time of Vessel Use.

1.9 Failure to Mobilize in Time

WCMRC and the Vessel Owner anticipate that the Vessel will be underway within 3 hours following the Start Time (i.e. in Vancouver Harbour). If the Vessel Owner fails to complete the Mobilization within the applicable time referred to in Section 1.5, WCMRC may either:

- (a) adjust the Start Time; or
- (b) terminate the Voyage Charter effective immediately upon WCMRC giving notice of such termination either in writing or verbally and, if terminated, the Vessel Owner will not be entitled to any relief or compensation of any kind for that Voyage Charter or its termination.

WCMRC is not entitled to any other relief or compensation from the Vessel Owner for failure to complete Mobilization within the applicable time.

1.10 Voyage Charter Preparation and Conduct

For each Voyage Charter, the Vessel Owner will:

- (a) complete a Dispatch Order (Schedule F) together with WCMRC;
- (b) carry out each Voyage Charter, including the Oil Spill Response Work, in accordance with this Agreement and the Dispatch Order (and if there is any inconsistency between the terms of this Agreement and the Dispatch Order, the terms of the Dispatch Order prevail) and any verbal or written directions of WCMRC;
- (c) ensure the Vessel Operator and Deckhands, are certified, and are suitably qualified by experience, training or otherwise, to safely operate the Vessel in accordance with standards of good seamanship consistent with this Agreement;
- (d) provide the Crew in accordance with Article 6;
- (e) be solely responsible for the safety of the Vessel and all Crew and will exercise reasonable skill and care to preserve the safety of any WCMRC Non-Crew Members;
- (f) non permit persons on board the Vessel other than the Vessel Owner, the Crew, WCMRC Non-Crew Members and any representative or agent of WCMRC, the Canadian Coast Guard or any other governmental department or agency purporting to have authority to board the Vessel;
- (g) maintain the Vessel in Operating Condition including ensuring that the Vessel is adequately tanked with fuel and hydraulic fluid given the estimated term of the Voyage Charter as set out in the applicable Dispatch Order, lubricated, manned, provisioned and ready in all respects to perform the Oil Spill Response Work as required by WCMRC for such Voyage Charter;
- (h) remove from the Vessel all fishing gear and equipment that is readily moveable and that will not be used for the Oil Spill Response Work, including fishing nets. Any fishing gear and equipment not removed pursuant to this Section 1.9(h) will remain on board the Vessel at the risk and peril of the Vessel Owner;
- (i) attend to the proper loading, stowing and trimming of the Vessel;

- (j) equip and operate the Vessel in full compliance with all laws and regulations usually applicable to commercial fishing vessels;
- (k) operate the Vessel in full compliance with such laws and regulations relating to the Oil Spill Response Work that WCMRC has informed the Vessel Owner about in advance by way of written notice (including the Dispatch Order and any other form provided by WCMRC to the Vessel Owner);
- (l) operate the Vessel in accordance with the standards of good seamanship, skill and care applicable to the operation of a vessel in the category of the Vessel; and
- (m) maintain accurate Logs in relation to the operation of the Vessel, including making entries of activities related to:
 - (i) the Oil Spill Response Work;
 - (ii) all verbal communications and directions given by WCMRC relating to any Voyage Charter;
 - (iii) the inventory of consumable WCMRC Equipment conducted pursuant to Section 1.10(c);
 - (iv) all injuries to the Crew and any WCMRC Non-Crew Members; and
 - (v) damage to the Vessel, the WCMRC Equipment and any other equipment of the Vessel.

1.11 Vessel Owner's Responsibility – Use of WCMRC's Equipment

- (a) For the purposes of the Vessel Owner carrying out the Oil Spill Response Work, WCMRC may provide the Vessel Owner with WCMRC Equipment.
- (b) Subject to Section 1.11, the possession, care and risk of the WCMRC Equipment will be transferred to the Vessel Owner either at the time the WCMRC Equipment is picked up by the Vessel Owner, or is delivered by WCMRC to the Vessel Owner. Possession, care and risk will remain with the Vessel Owner until the earlier of:
 - (i) the delivery of possession of the WCMRC Equipment to WCMRC or to another person as directed by WCMRC pursuant to Section 1.10(e)(iv); or
 - (ii) the jettisoning of the WCMRC Equipment pursuant to Section 1.11(a).
- (c) The Vessel Owner will conduct an inventory of all WCMRC Equipment consisting of consumables at the beginning and at the end of each Voyage Charter.
- (d) WCMRC will retain title at all times to all of the WCMRC Equipment, including sorbent materials, except for consumable supplies such as food that are consumed during the Voyage Charter.
- (e) Subject to Section 1.11, the Vessel Owner will:
 - (i) handle and secure the WCMRC Equipment with reasonable skill and care so as to preserve and prevent damage to and loss of the WCMRC Equipment while in the possession or care of the Vessel Owner, reasonable wear and tear excepted;

- (ii) operate the WCMRC Equipment in accordance with all operating manuals and directions and training provided by WCMRC;
- (iii) report to WCMRC as soon as practicable and log all damage to or malfunctioning of the WCMRC Equipment; and
- (iv) as soon as practicable at the end of a Voyage Charter return to WCMRC or another person as directed by WCMRC, to a location designated by WCMRC, all WCMRC Equipment, including all oiled and used, as well as unused, sorbent and other consumable supplies and materials that are in the possession of the Vessel Owner, other than food and other consumable supplies consumed during the Voyage Charter, and WCMRC will cooperate with the Vessel Owner to facilitate the return of such WCMRC Equipment.

1.12 Restriction on Liability for Jettisoning Equipment and Exercising Care

- (a) If the Vessel Owner determines that it is necessary, acting reasonably and after considering and, if reasonable, applying other alternatives that would preserve the WCMRC Equipment, to jettison any of the WCMRC Equipment to preserve the safety of the Crew or the Vessel, the WCMRC Equipment may be jettisoned and the Vessel Owner will not be responsible or liable for any resulting damage to or loss of the WCMRC Equipment unless such damage or loss is caused by a breach of this Agreement by the Vessel Owner, or by the negligence or willful misconduct of the Vessel Owner or its employees or agents. All actions by the Vessel Owner pursuant to this Section must be logged.
- (b) If, while conducting the Oil Spill Response Work, the Vessel Owner damages any of the WCMRC Equipment, the Vessel Owner is not responsible or liable for any damage to the WCMRC Equipment incurred while conducting the Oil Spill Response Work if the Vessel Owner has complied with Section 1.10(e) and such damage is not caused by a breach of this Agreement by the Vessel Owner, or by the negligence or willful misconduct of the Vessel Owner or its employees or agents.

1.13 Vessel Owner's Discretion

If at any time during a Voyage Charter, the Vessel Owner, in exercising reasonable discretion, determines that a direction of WCMRC, including a direction contained in a Dispatch Order, would or is likely to endanger the Vessel or Crew or cause material damage to the Vessel, the WCMRC Equipment, other equipment on the Vessel or the environment, the Vessel Owner may elect to the extent necessary not to follow such a direction. If the Vessel Owner declines to follow a direction of WCMRC as permitted in this Section 1.12, the Vessel Owner will immediately notify WCMRC and provide WCMRC with a detailed explanation for its position.

ARTICLE 2 USE OF VESSEL

2.1 Use and Availability

During each Voyage Charter:

- (a) the Vessel will be employed exclusively to perform duties associated with Oil Spill Response Work, On-Water Training or Exercises, all as directed by WCMRC, or as otherwise permitted in this Agreement;
- (b) the Vessel Owner will make the Vessel available to WCMRC as required for the Voyage Charter. WCMRC, in consultation with the Vessel Owner, will determine the timing and duration of each Operation Period;
- (c) the Vessel Operator will, in consultation with WCMRC, determine the timing and duration of the Shift for the Vessel Operator and each member of the Crew, subject to any general or specific directions of WCMRC. The timing and duration of each Shift may vary in circumstances but, unless specifically authorized by WCMRC, no Shift may exceed twelve (12) hours and each Shift will be followed by a rest period of at least eight (8) hours;
- (d) if WCMRC, taking into account the safety of the Vessel and the Crew, determines that there is an emergency situation, the Vessel Owner will make members of the Crew available before and after their normal Shifts and, in these circumstances, Overtime rates to the Crew will apply; and
- (e) the Vessel Owner will make the whole Vessel available to WCMRC except for the Fishholds and, subject to Sections 9.1 and 9.2, the accommodation space of the Crew.

2.2 Fishhold

The Vessel Owner is not required to subject the Fishhold to a use that will render the space temporarily or permanently contaminated. If the Vessel Owner subjects the Fishhold to a use that will render the space temporarily or permanently contaminated, the Vessel Owner is solely responsible for such contaminated Fishhold and any resulting consequences.

2.3 Sealing Fishholds

For each Voyage Charter, the Vessel Owner will:

- (a) use its best efforts to tightly seal and secure the Fishhold, manholds and hatch conings to prevent any contamination of such Fishhold during the Voyage Charter;
- (b) subject to Section 2.3(c), from and after the Start Time, not place or store any equipment, gear or supplies in the Fishhold; and
- (c) not open the Fishhold in any way, including removing any sealing, or open any hatches or man hole covers on the Vessel, unless:

- (i) it is necessary to open the Fishhold to preserve the safety of the Crew or Vessel;
- (ii) the Vessel Owner has first, to the extent practicable, attempted to use other available and reasonable alternatives to preserve the safety of the Crew or Vessel, which alternatives would, in priority, firstly, not result in contaminating the Fishhold and, secondly, result in less contamination of the Fishhold; and
- (iii) the Vessel Owner has first moved the Vessel away from the area of water that is contaminated with any petroleum products or other contaminants that may be present during the Oil Spill Response Work, unless moving the Vessel in such a way would endanger the Crew or Vessel.

ARTICLE 3 REMUNERATION

This section has been redacted because the disclosure of this information could reasonably be expected to interfere with the contractual or other negotiations of WCMRC

ARTICLE 4 DESCRIPTION AND CONDITION OF THE VESSEL

4.1 Vessel Capabilities

The Vessel Owner represents and warrants that:

- (a) the information about the Vessel in this Agreement and the information in each Vessel Information Survey at the time of delivery to WCMRC are true and correct;
- (b) the Vessel is in good mechanical and seaworthy condition and will be in good mechanical and seaworthy condition at the commencement of each Voyage Charter.

4.2 Vessel's Condition

During the term of this Agreement, the Vessel Owner will:

- (a) maintain the Vessel, including the hull, equipment and machinery, in good mechanical and seaworthy condition;
- (b) conduct maintenance necessary to maintain the Vessel in good mechanical and seaworthy condition either at times when the Vessel is not engaged in a Voyage Charter or during the Non-Work Periods of any Voyage Charter, and the Vessel Owner will not conduct such maintenance during a Voyage Charter unless such maintenance is necessary at the time for the normal operation of the Vessel or unless an event occurs that puts the Vessel in disrepair or unseaworthy condition or endangers the safety of the Crew; and
- (c) maintain the Vessel's certification of Transport Canada, if the Vessel is so certified.

ARTICLE 5

VESSEL CLEANING

5.1 Vessel Cleaning

If the hull, gear, wheel house, furnishings or equipment of the Vessel become contaminated or soiled by petroleum products in connection with, or by substances used in, the Oil Spill Response Work during a Voyage Charter, other than by reason of the Vessel Owner's breach of a term of this Agreement or an act of negligence or wilful misconduct by the Vessel Owner or its employees or agents, WCMRC will inspect the Vessel for purposes of its insurance and, following such inspection:

- (a) at its cost, arrange to have such hull, gear, wheel house, furnishings or equipment cleaned, reasonable wear and tear excepted; and
- (b) ensure the Vessel is cleaned to the current standard required by the Department of Fisheries and Oceans, Canada, for vessels being used for commercial fishing.

5.2 Fishhold Cleaning

If the Fishhold is contaminated by petroleum products in connection with, or by substances used in, the Oil Spill Response Work, except to the extent a breach of this Agreement by the Vessel Owner has caused or contributed to such contamination, and provided that the Vessel Owner has fully complied with Section 2.2 and Section 2.3, WCMRC will, at its cost, arrange for the cleaning of the Fishhold to the current standard required by the Department of Fisheries and Oceans, Canada, for vessels being used for commercial fishing.

5.3 Cleaning Site

Upon completing the Oil Spill Response Work, the Vessel Owner will as soon as practicable take the Vessel to the Cleaning Site designated by WCMRC to undergo Cleaning.

5.4 Crew

During Cleaning, only the members of the Crew approved by WCMRC to undertake the Cleaning will receive the hourly rate payable to members of the Crew. If the Cleaning is undertaken by a third party, the Vessel Operator may permit the Crew to disembark, but the Vessel Operator will, at all times, remain on the Vessel during Cleaning.

5.5 Time for Cleaning

The Vessel Owner will cooperate with WCMRC in order that WCMRC may arrange to have the Vessel cleaned pursuant to Section 5.1 and Section 5.2 (if applicable) within the shortest time reasonably possible.

5.6 Standby Rate Applicable

At any time the Vessel is undergoing Cleaning, the standby rate will be payable in accordance with Section 3.1(b).

ARTICLE 6 CREWING REQUIREMENTS

6.1 Crew Qualifications

The Vessel Owner will:

- (a) ensure that the Vessel Operators complete the Classroom Training and the On-Water Training as described in Schedule C and pass any competency test delivered at the end of any such Classroom Training and On-Water Training, and the Vessel Owner acknowledges that the Vessel cannot be chartered unless the Vessel Operator in respect of such charter has completed the Classroom Training and the On-Water Training and has passed any such competency tests;
- (b) encourage the Vessel Operators to attend additional classroom refresher training sessions and on-water training sessions provided by BCO, and will ensure that each Vessel Operator attends at least one such refresher training session during the term of this Agreement;
- (c) ensure that the Vessel Operators make reasonable efforts to familiarize those members of the Crew with the proper and safe use, storage, operation and maintenance of the WCMRC Equipment and with the procedures the Vessel Operators have learned from the Classroom Training and the On-Water Training; and
- (d) encourage the Vessel Operator to participate in Exercises as requested by WCMRC.

6.2 Manning Requirements

The Vessel Owner will:

- (a) ensure that a Vessel Operator is on board the Vessel during each Voyage Charter;
- (b) provide the number of Crew members described in the Charter Rates Schedule, with only such additional Crew members as are approved by WCMRC;
- (c) ensure that the Vessel Operator, in consultation with WCMRC, schedules Shifts during the Charter Voyage (including the time during which the Vessel is travelling to the site of the Oil Spill Response Work) in a manner that ensures safety;
- (d) ensure that, at the beginning of each Shift and at least once per day, the Crew holds a safety briefing and that the Vessel Operator completes a Tailgate Safety Briefing Form in respect of each such briefing and all such forms are provided to WCMRC at the end of the Voyage Charter; and
- (e) ensure that all members of the Crew meet all legal and safety requirements as outlined in the *Canada Shipping Act, 2001* and the *Canada Labour Code*, as required by Transport Canada Marine.

6.3 Anchor Watches

The Vessel Owner will ensure that Anchor Watches are scheduled so that they are included as part of a Crew member's regularly scheduled Shift and no Overtime charges are incurred. When the Vessel and one or more other vessels are anchored or rafted together, either the Vessel or one of the other vessels will be designated to provide the Anchor Watch. Only one member of the Crew (or, in the case of vessels anchored or rafted together, one member of the crew of any of such vessels) will be engaged in an Anchor Watch unless specifically authorized by WCMRC.

ARTICLE 7 VESSEL INSURANCE

7.1 Insurance Policies

For any period during which a Vessel is on hire for a Voyage Charter, WCMRC will maintain, at its own expense, insurance policies (collectively, "WCMRC's Policy") with the following coverage, and if WCMRC considers it appropriate, will name the Vessel Owner as an additional insured:

- (a) for hull and machinery, the insured value will be equal to the maximum insured value of the Vessel Owner's Policy at the time of the Voyage Charter as set out in the Vessel Information Survey (Schedule E); and
- (b) for protection and indemnity, the limit of liability will be \$5,000,000 any one accident or occurrence per vessel,

and WCMRC will pay deductibles unless the Insurance Claim for which a deductible is payable has resulted from a breach of a term of this Agreement by the Vessel Owner or from an act of negligence or wilful misconduct of the Vessel Owner or its agents or employees, in which case the Vessel Owner will be responsible for payment of deductibles.

7.2 Notice of Claims

If any event occurs during a Voyage Charter that might result in a claim or a potential claim against the Vessel, the Vessel Owner or WCMRC and that could result in a claim or potential claim for insurance coverage under WCMRC's Policy (an "Insurance Claim"):

- (a) the Vessel Owner will, as soon as practicable following the event, provide to WCMRC a written statement setting out the details of the event; and
- (b) the Vessel Owner will provide WCMRC and any representative of its insurer with access to the Vessel to determine the extent of damage to the Vessel, and will cooperate with WCMRC and its insurers in processing the Insurance Claim.

7.3 Payment to Loss Payees

If an Insurance Claim is made, WCMRC will cause its insurer to pay out the appropriate amount from any insurance coverage proceeds from WCMRC's Policy to the parties named as "loss payees" in the Vessel Owner's current insurance policy for the Vessel.

7.4 Policy Details

WCMRC will provide details and confirmation of the insurance coverage for the Vessel upon request by the Vessel Owner.

7.5 Worker s ' C om pensation Insurance

WCMRC will obtain Workers' Compensation coverage ("WCB Coverage") or insurance coverage, if appropriate, at its expense for each Voyage Charter for the Crew and all the WCMRC Non-Crew Members through WorkSafeBC.

7.6 Notice of Injuries

The Vessel Owner will give written notice, together with a completed copy of the appropriate WCB Form 7, or where giving written notice is impractical in the circumstances, the Vessel Owner will give verbal notice, together with all information required for WCMRC to complete the WCB Form 7, (the "WCB Injury Notice") to WCMRC as soon as practicable, and in any case within 48 hours, in respect of all injuries arising directly or indirectly out of a Voyage Charter. If the Vessel Owner fails to give such WCB Injury Notice to WCMRC within such time, the Vessel Owner will indemnify WCMRC for any claims related to such injuries that are not fully covered by the WCB Coverage as a result of such delay or failure to provide the WCB Injury Notice.

7.7 Vessel Owner's Insurance

The Vessel Owner will maintain, at its own expense, one or more insurance policies providing coverage on the Vessel and the ordinary use of the Vessel by the Vessel Owner (the "Vessel Owner's Policy"). The Vessel Owner will provide to WCMRC a certificate of insurance in respect of the Vessel Owner's Policy on an annual basis. Where a Vessel is not insured, the Vessel Owner must provide to WCMRC the present market value of the Vessel, which information will be recorded by WCMRC in lieu of a certificate of insurance.

ARTICLE 8 FUEL AND PROVISIONS

8.1 Reimbursement for Supplies

For each Voyage Charter, WCMRC is responsible for payment of, or will reimburse the Vessel Owner upon submission of supporting receipts for, costs reasonably incurred for:

- (a) fuel, hydraulic oil or other necessary supplies consumed in the fulfilment of the Voyage Charter;
- (b) all necessary Crew supplies and foods required for the Voyage Charter;
- (c) clothing, including wet gear and survival gear, towels and bedding of the Crew, and carpeting on the Vessel that becomes heavily oiled and cannot be cleaned to a reasonable standard or is damaged irreparably as a result of the Voyage Charter, but only if the Vessel Owner has provided WCMRC with written details on all items the Vessel Owner proposes to purchase before purchasing such items, and the Vessel Owner has first provided WCMRC with the opportunity to inspect the oiled items;
- (d) moorage and port fees necessarily incurred during such Voyage Charter while the Vessel is away from its Original Home Port; and
- (e) if the term of the Voyage Charter is shorter than was estimated by WCMRC and the termination of the Voyage Charter does not result from a breach of this Agreement by the Vessel Owner, for such fuel, supplies and foods that were purchased in anticipation of the longer estimated term of the Voyage Charter.

ARTICLE 9 ACCOMMODATIONS AND EQUIPMENT FOR CREW AND NON-CREW

9.1 Accommodation for Crew

Unless the Parties otherwise agree, the Vessel Owner will provide adequate accommodations aboard the Vessel for the entire Crew.

9.2 Non-Crew Members

If additional berths are available on board the Vessel, the Vessel Owner will provide accommodations and, subject to Section 9.3, provisions for WCMRC Non-Crew Members designated by WCMRC during any Voyage Charter. WCMRC will pay \$50 per day for each WCMRC Non-Crew Member accommodated in accordance with this Section 9.2.

9.3 Equipment for Non-Crew Members

The Vessel Owner may, in its discretion, require any of the WCMRC Non-Crew Members to bring their own safety equipment and sleeping equipment on board the Vessel for the Voyage Charter.

ARTICLE 10 TERMINATION

10.1 Termination

Either party may:

- (a) upon a material breach of a term of this Agreement by the other Party, terminate any Voyage Charter at any time, effective immediately upon the terminating Party giving notice of such termination either in writing or verbally. If WCMRC terminates a Voyage Charter in accordance with this Section 10.1(a), the Vessel Owner is not entitled to any payment for hire or otherwise from WCMRC accruing after the effective time of termination. If the Vessel Owner terminates a Voyage Charter in accordance with this Section 10.1(a), such termination will take effect at the Vessel's Mooring Time, and the Vessel Owner is entitled to all payments for hire that have accrued up to the effective time of such termination, in addition to any other entitlement due as a consequence of the breach by WCMRC;
- (b) for any reason other than a material breach of a term of this Agreement, terminate any Voyage Charter at any time either in writing in accordance with Section 17.2 or verbally in accordance with Section 17.3. Except as otherwise provided for in this Section 10.1(b), such termination will take effect at the Vessel's Mooring Time, and the Vessel Owner is entitled to all payments for hire that have accrued up to the effective time of such termination. If

the Vessel Owner terminates a Voyage Charter pursuant to this Section 10.1(b), such termination will be effective immediately and the Vessel Owner is entitled to all payments for hire as well as any other entitlements due under this Agreement that have accrued up to the effective time of termination, but the Vessel Owner is not entitled to any payment for hire or any other entitlements from WCMRC accruing after the effective time of termination;

- (c) terminate this Agreement immediately upon a material breach of a term of this Agreement; and
- (d) terminate this Agreement at any time by giving at least 30 days written notice to the other Party.

10.2 Consequences of Termination

WCMRC will determine and record, acting reasonably, the effective time of termination of each Voyage Charter in accordance with the terms of this Agreement.

10.3 No Reimbursement of Membership Fees

Sections 5.3 (Cleaning Site), 10.1 (Termination), 12.2 (Confidentiality), 12.3 (No Information to Media), 14.1 (Indemnity by Vessel Owner), 14.2 (Indemnity by WCMRC) and 14.4 (Consequential Damages) survive the termination of this Agreement by either Party.

ARTICLE 11 BREAKDOWN

11.1 Breakdown

Upon a Breakdown, the Vessel Owner will consult with WCMRC as to the time required to conduct such repairs as are necessary to put the Vessel into Operating Condition. If the required time is more than the day on which the Breakdown occurs, WCMRC may, in its sole discretion, terminate the Voyage Charter immediately.

11.2 Exception for Failure by Either Party

WCMRC will pay the full charter rate as set out in paragraph (a) of the Charter Rates Schedule for the day the Breakdown occurs. However, if the Vessel is not put in Operating Condition during the day of the Breakdown and the Voyage Charter is not terminated by WCMRC in accordance with Section 11.1, the Vessel Owner will be paid the standby rate as set out in paragraph (b) of the Charter Rates Schedule following the day of the Breakdown until the Vessel is returned to its Home Port. The Vessel Owner is not entitled to any further payments under this Agreement while the Vessel is not in Operating Condition.

11.3 Other Aspects of Force Majeure

If a Breakdown occurs during or following the engagement by the Vessel in Oil Spill Response Work, and the Vessel is no longer in Operating Condition as a result of such Breakdown, the Vessel must be taken to the Cleaning Site to undergo Cleaning prior to returning to its Home Port.

ARTICLE 12

COMMUNICATIONS AND CONFIDENTIALITY

12.1 Communications

During all Voyage Charters, the Vessel Owner will ensure that:

- (a) at least one functioning marine VHF radio is on board the Vessel;
- (b) if the Vessel is or will be operating offshore or in a remote area, a functioning SSB radio or satellite telephone is on board the Vessel;
- (c) a member of the Crew exercises best efforts to maintain radio contact with the WCMRC control centre as scheduled by WCMRC or as reasonably determined by WCMRC and the Vessel Operator; and
- (d) all communications with WCMRC, including directions given by WCMRC, are logged.

12.2 Confidentiality

The Vessel Owner acknowledges that the Vessel Owner has a confidential relationship with WCMRC and has an obligation to maintain as confidential all information the Vessel Owner obtains in performing the Oil Spill Response Work under this Agreement (the "Confidential Information"). Confidential Information includes all information relating to oil spill response activities including volume of the spill, oiled wildlife, the cause of the spill, responsibility for the spill and any other issues arising as a result of the spill. The Vessel Owner's obligations to keep the Confidential Information confidential are subject to the following specific exceptions:

- (a) if the Confidential Information was already in the Vessel Owner's possession prior to conducting the Oil Spill Response Work;
- (b) the Confidential Information becomes generally available to the public other than as a result of an unauthorized disclosure by the Vessel Owner;
- (c) the Confidential Information must be released pursuant to a binding order of a court or regulatory authority;
- (d) the Confidential Information becomes available to the Vessel Owner on a non-confidential basis from a source other than WCMRC, where such source is not known by the Vessel Owner to be bound by a confidentiality agreement or other obligation of secrecy with respect to such Confidential Information; or
- (e) release of the Confidential Information is authorized by WCMRC.

12.3 No Information to Media

The Vessel Owner will not, and ensure that no Crew member will, at any time, provide any Confidential Information to the news media. All requests for information from the news media must be directed to WCMRC.

ARTICLE 13 ALCOHOL AND DRUGS

13.1 Alcohol and Drugs

During all Voyage Charters, the Vessel Owner will ensure that:

- (a) no alcohol or drugs are on the Vessel at any time; and
- (b) no member of the Crew will operate the Vessel during a Voyage Charter while his or her ability to do so is impaired by drugs, alcohol or medication.

13.2 Removal of Individuals from Work Site

Regardless of any other provision of this Agreement, WCMRC may require the Vessel Owner or any of the Crew to cease to perform the Oil Spill Response Work and immediately leave the site of the Oil Spill Response Work if in the opinion of WCMRC such individual is:

- (a) under the influence of either alcohol, drugs or any other substance that may have a negative impact on the performance of the Oil Spill Response Work or any portion of the Oil Spill Response Work; or
- (b) acting in a manner that is not consistent with good safety standards.

ARTICLE 14 INDEMNITY

14.1 Indemnity by Vessel Owner

The Vessel Owner will indemnify and hold harmless WCMRC and its employees and agents from and against all Losses incurred by WCMRC or its employees or agents resulting from any representation or warranty of the Vessel Owner in this Agreement not being true and correct, or from any breach of this Agreement by the Vessel Owner or resulting from any act of negligence or wilful misconduct by the Vessel Owner or the Vessel Owner's employees or agents, but only if the Losses are a direct result of the representation or warranty not being true and correct, or a direct result of the breach, negligence or wilful misconduct.

14.2 Indemnity by WCMRC

WCMRC will indemnify and hold harmless the Vessel Owner and its employees and agents from and against all Losses incurred by the Vessel Owners or its employees or agents related to this Agreement or the carrying out of the Vessel Owner's obligations under this Agreement, but only if:

- (a) the conduct of the Vessel Owner and its employees and agents was reasonable in the circumstances, as that term is used in section 678.1(2) of the *Canada Shipping Act*, and did not constitute an act of negligence or wilful misconduct by the Vessel Owner or the Vessel Owner's employees or agents; and
- (b) the Losses did not result from any representation or warranty of the Vessel Owner in this Agreement not being true and correct, or from any breach of this Agreement by the Vessel Owner.

14.3 Certified Response Organization

WCMRC represents and warrants that it received a certificate of designation pursuant to Section 660.4(1) of the *Canada Shipping Act* to confirm that WCMRC has been designated a "response organization" within the meaning of the *Canada Shipping Act*.

14.4 Consequential Damages

Neither Party is responsible to the other Party for special, indirect, consequential, punitive or aggravated damages, including damages for loss of profit, incurred by such other Party.

ARTICLE 15 DISPUTE RESOLUTION

15.1 Alternative Dispute Resolution

If a dispute arises under this Agreement, the disputing Party will provide written notice with details of the matter under dispute to the other Party. Such other Party will provide a written response within 10 Business Days of receiving the notice. The Parties will then use reasonable efforts to settle the dispute. If no such settlement is obtained within 20 Business Days following receipt of the initial notice, then either party may refer such dispute to arbitration at Vancouver, Canada for determination in accordance with the Rules of the Vancouver Maritime Arbitrators Association.

15.2 Arbitration for Agreement Disputes

Section 15.1 only applies to the interpretation or enforcement of this Agreement, or to any matter to be agreed upon under this Agreement. Section 15.1 does not apply to a legal proceeding commenced by a third party against WCMRC or the Vessel Owner.

ARTICLE 16 MISCELLANEOUS CHARTER ISSUES

16.1 Subcontracting

Vessel Owner will not subcontract any part of the charter of the Vessel granted pursuant to this Agreement without the written approval of WCMRC.

16.2 Salvage

Any salvage awards or towage claims accruing to the Vessel will be for the sole benefit of WCMRC.

16.3 Voyage Charter in the U.S.

If WCMRC gives a direction to the Vessel Owner to conduct Oil Spill Response Work in the territorial waters of the United States of America during a Voyage Charter, this Agreement will apply to such Oil Spill Response Work.

16.4 Assignment

Neither the Vessel Owner nor WCMRC may assign this Agreement without the prior written approval of the other Party.

16.5 Independent Contractor

The Vessel Owner will perform its obligations under this Agreement as an independent contractor and not as an agent or employee of WCMRC.

16.6 Exclusivity

During the term of this Agreement and any renewals thereto, the Vessel Owner will not enter into any agreement or arrangement with any other party under which the Vessel is employed or used to perform duties associated with or similar to work related directly or indirectly to Oil Spill Response Work.

16.7 Force Majeure

If at any time while this Agreement is in force, fire, strike, lockout or other labour disruptions, sabotage, riot, war, flood, extraordinary breakdown, laws or regulations, court order, act of any government body or agency, act of God, blockade, civil commotion or disobedience (lawful or unlawful) (collectively the "Disruption") results in a breach under this Agreement by either Party, then WCMRC, without liability, is relieved from any payment requirements under this Agreement for the period of such Disruption, or WCMRC may immediately terminate the Voyage Charter.

16.8 Provision of Log

Along with each invoice, the Vessel Owner will deliver, or cause to be delivered, a copy of the Log for the period of the Vessel Charter to which the invoice relates.

16.9 Not Demise

The Parties agree that the charter granted pursuant to this Agreement is not a charter by way of demise.

ARTICLE 17 GENERAL

17.1 Notices

Every notice, direction and communication to be given pursuant to this Agreement may be made verbally, other than those notices which are specifically required by this Agreement to be made in writing.

17.2 Written Notices

If a notice is to be made in writing pursuant to this Agreement, it must be delivered by hand, mailed by registered first-class airmail postage prepaid, or sent by fax, and in each case addressed as follows:

- (a) to the Vessel Owner to the address or fax number described in Schedule E;
- (b) to WCMRC to the following address or fax number:

Western Canada Marine Response Corporation (WCMRC)
P.O. Box 82070
Burnaby, B.C. V5C 5P2

Attention: General Manager
Fax: (604) 294-6003

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

- (i) if delivered on the date on which it was delivered;
- (ii) if mailed, on the fifth (5th) Business Day following the day it was posted; or
- (iii) if given by fax, on the date and at the time indicated on the receipt of confirmation form received for such fax.

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.

17.3 Verbal Notices

- (a) If a notice, direction or communication may be made verbally (collectively, the "Direction") pursuant to this Agreement, it may be made as follows:
 - (i) if to the Vessel Owner or any member of the Crew, then either in person, or by telephone using the telephone numbers described in the Vessel Information Survey or by radio using the frequency as advised by WCMRC. All such Directions must be recorded in the Log; and

- (ii) if to WCMRC, then either in person, or by telephone at (604) 294-6001 or such telephone number as advised by WCMRC from time to time, or by radio using the radio frequency as advised by WCMRC from time to time, and all such Directions may be made to any representative of WCMRC (including the FOSET Task Force Leader),

and any Direction so given is deemed to be received by the Party to whom it is given at the time such Direction is made.

- (b) Any notice, direction or communication that WCMRC may give verbally under this Agreement, may be given to either the Vessel Owner or any member of the Crew.
- (c) Any notice, direction or communication WCMRC receives verbally from any member of the Crew is deemed to be a notice, direction or communication from the Vessel Owner.

17.4 Entire Agreement

This Agreement constitutes the entire agreement between the Parties in respect of the subject matter of this Agreement.

17.5 Severability

If any provision of this Agreement is at any time unenforceable or invalid for any reason it will be severed from the remainder of this Agreement, and the remainder will continue in full force and will be interpreted as if this Agreement had been executed without the invalid or unenforceable provision.

17.6 Governing Law

This Agreement is governed by and is to be interpreted in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia.

17.7 Interpretation

In this Agreement:

- (a) a word importing a particular gender includes every other gender, a word in the singular includes the plural, a word importing a corporate entity includes individuals, and vice versa;
- (b) the word “including”, when following any general statement or term, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope;
- (c) all capitalized terms in this Agreement have the meaning given to them in Schedule A, unless otherwise defined in this Agreement; and
- (d) headings are for convenience only and are not intended as a guide to interpretation of this Agreement or any portion of this Agreement.

17.8 Amendments to Agreement

This Agreement may only be amended in writing executed by both Parties except that Schedules B, C, D, E, F, G and H may be amended at any time by WCMRC by providing written notice of the proposed amendment, along with a copy of the amended Schedule, to the Vessel Owner at least 30 days prior to the effective date of the amendment.

17.9 Enurement

This Agreement is binding upon and enures to the benefit of the respective heirs, executors, legal representatives, successors and permitted assigns of the Parties.

17.10 Execution in Counterparts

This Agreement may be executed in one or more counterparts, and such counterparts together constitute one Agreement.

IN WITNESS WHEREOF this Agreement has been duly executed.

If Vessel Owner is an individual:

If Vessel Owner is a company:

(Signature)

(Print Name of Company)

(Print Name)

(Print Name)

**WESTERN CANADA MARINE
RESPONSE CORPORATION**

(Authorized Signatory)

This is page 26 of a Charter Agreement made between the Vessel Owner and WCMRC consisting of pages 27- 49 (including all schedules).

TABLE OF CONTENTS
SCHEDULES TO FOSET CHARTER CONTRACT

Between
Western Canada Marine Response Corporation
and
Vessel Owner

Schedule	Title/Subject
A	DEFINITIONS
B	CHARTER RATES
C	TRAINING AND EXERCISE REQUIREMENTS
D	INVOICING PROCEDURES AND SAMPLE INVOICE
E	VESSEL INFORMATION SURVEY
F	DISPATCH ORDER
G	TAILGATE SAFETY BRIEFING FORM
H	EMPLOYER'S REPORT OF INJURY OR OCCUPATIONAL DISEASE
I	CONFIDENTIALITY AGREEMENT

Notes:

1. All terms that have capitalized in these Schedules, and that are not otherwise defined in these Schedules, have the meanings given to them in the Charter Agreement.
2. References to "Section" means the designated section in the Charter Agreement.

Schedule A - Definitions

DEFINITIONS

For the purposes of this FOSET Charter Agreement, the following terms have the meanings set out below unless the context otherwise requires:

“Agreement” or **“Charter Agreement”** means this FOSET Charter Agreement, including all Schedules.

“Anchor Watch” means a precaution taken on board the Vessel when lying on anchor to ensure the safety of the Vessel and Crew.

“Breakdown” means the breakdown of the Vessel during a Voyage Charter not resulting from a breach of a term of this Agreement by the Vessel Owner, or the negligence or willful misconduct of the Vessel Owner.

“WCMRC Equipment” means the equipment and supplies related to the Oil Spill Response Work which WCMRC may provide to the Vessel Owner for any Voyage Charter, including the equipment and supplies described in the Dispatch Order.

“WCMRC Non-Crew Members” means persons designated by WCMRC to be provided a berth on board the Vessel during any Voyage Charter pursuant to Section 9.3, and may include the FOSET Task Force Leader, members of the party that is responsible for the oil spill and any representatives of any government agency or department designated by WCMRC.

“WCMRC’s Policy” has the meaning given to it in Section 7.1.

“Business Day” means a day that is not a Saturday or Sunday and is not a statutory holiday in British Columbia.

“Classroom Training” means classroom training for Oil Spill Response Work as more particularly described in Schedule C and as determined from time to time by WCMRC.

“Charter Rates Schedule” means Schedule B.

“Cleaning” means the cleaning of the Vessel as described in Section 5.1 and Section 5.2.

“Cleaning Site” means the site designated by WCMRC as the site for Cleaning the Vessel after it has engaged in Oil Spill Response Work.

“Confidential Information” has the meaning given to it in Section 12.2.

“Crew” means the Vessel Operator and the other crew for the Vessel provided by the Vessel Owner in accordance with Section 1.9(d).

“Dead Skiff with Outboard” means a skiff greater than sixteen (16) feet in length with an outboard motor greater than twenty-five (25) horsepower.

“Direction” has the meaning given to it in Section 17.3.

“Dispatch Order” means the Dispatch Order that is substantially in the form attached to this Agreement in Schedule F.

“Exercise” means an organized on-water deployment of equipment and personnel resources to simulate response to a real oil spill.

“Fishhold” means all of the fishholds of the Vessel.

“FOEST Task Force Leader” is a person designated by WCMRC to be responsible for communicating and directing tactical assignments in connection with Oil Spill Response Work.

“Herring Skiff with Motor” means an open herring skiff of any size with an outboard motor greater than twenty-five (25) horsepower.

“Home Port” means the port to where the Vessel is expected to return at the end of Voyage Charter as more particularly described in the Dispatch Order.

“Insurance Claim” has the meaning given to it in Section 7.2.

“Log” means the book and records relating to the Vessel including the Vessel’s regular logs.

“Losses” means any loss, damage, cost, expense (including all reasonable legal and other professional fees and disbursements), interest, penalty and amounts paid in settlement of a claim.

“Mobilization” means preparing the Vessel in order that it meets the conditions set out in this Agreement that are required of the Vessel for the purpose of performing the Oil Spill Response Work, and in order that it meets the conditions that are required to operate the Vessel in accordance with the terms of this Agreement.

“Non-Work Period” means those hours of each day during which the Vessel is not engaged in Work.

“Oil Spill Response Work” means all work related directly or indirectly to responding to a marine oil spill, including oil spill containment and recovery, oil spill clean-up efforts, oil spill survey and clean up assessment, and preventative measures with respect to oil spills.

“On-Water Training” means on-water training and drills for Oil Spill Response Work as more particularly described in Schedule C as determined from time to time by WCMRC.

“Operating Condition” means a state of the Vessel that meets the conditions of completed Mobilization.

“Original Home Port” means that port where the Vessel is usually berthed.

“Overtime” means hours worked in Oil Spill Response Work in excess of twelve (12) hours per day with the prior approval of WCMRC.

“Parties” means the Vessel Owner and WCMRC, and **“Party”** means either of them.

“Power Skiff” means a seine skiff with inboard or inboard/outboard power.

“Request for Future Hire” has the meaning given to it in Section 1.4(b).

“Request for Immediate Hire” has the meaning given to it in Section 1.4(a).

“Requested Time of Vessel Use” has the meaning given to it in Section 1.4(b).

Shift means, in any one twenty-four (24) hour work period, a shift of not more than twelve (12) consecutive hours during which the Crew is available to WCMRC for the purpose of performing duties associated with Oil Spill Response Work, On-Water Training or Exercises, and any other work required of the Crew under this Agreement.

“Skiff” means a small auxiliary vessel or tender less than sixteen (16) feet in length with an outboard motor less than twenty-five (25) horsepower.

“Start Time” has the meaning given to it in Section 1.7.

“Tailgate Safety Briefing Form” means a form provided by WCMRC to the Vessel Owner relating to matters to be reviewed during a safety briefing.

“Vessel” means the motor vessel described in Schedule E.

“Vessel Information Survey” means a Vessel Information Survey substantially in the form set out in Schedule E.

“Vessel Owner’s Policy” has the meaning given to it in Section 7.7.

“Vessel’s Mooring Time” means the time and date determined by WCMRC, acting reasonably, that the Vessel Owner would be expected have return the Vessel, assuming it is in operating Condition, to its Home Port after the Vessel has undergone Cleaning as necessary and has travelled to its Home Port in accordance with the terms of this Agreement.

“Vessel Operator” means the Vessel Owner or a Skipper designated by the Vessel Owner.

“Voyage Charter” has the meaning given to it in Section 1.2 and is further described in Section 1.6.

“Work” means all work in connection with Oil Spill Response Work or Exercises that the Vessel Owner may perform or be engaged in during any Voyage Charter in accordance with the terms and conditions of this Agreement, including Mobilization after the Start Time, travelling to the site of the Oil Spill Response Work, conducting Oil Spill Response Work, travelling to the Cleaning Site, waiting for and undergoing Cleaning, and travelling to the Home Port within the reasonable running time estimated by WCMRC in accordance with the terms of this Agreement.

Schedule B – Charter Rates

This section has been redacted because the disclosure of this information could reasonably be expected to interfere with the contractual or other negotiations of WCMRC

Schedule C – Training and Exercise Requirements

1. **Classroom Training and On-Water Training Requirements**

The Vessel Operator will be required to attend certain Classroom Training and On-Water Training pursuant to Section 6.1 of the Charter Agreement.

Course Content

Classroom Training (general description) approximately ½ day to 1 day	On-Water Training (general description) approximately ½ day to 1 day
<ul style="list-style-type: none"> • Orientation • Communication • Safety • FOSET administration • Spill Assessment • On-water response strategies/tactics • Waste transfer and storage • Skimmer operations • Vessel operation • VOSS operations • Booming operations • Sorbents 	<ul style="list-style-type: none"> • Responder health and safety <ul style="list-style-type: none"> ▪ safety briefings ▪ personal protective equipment ▪ decontamination procedures • Response strategies and tactics <ul style="list-style-type: none"> ▪ containment equipment deployment ▪ skimmers ▪ waste transfer and storage • Vessel operation • Demobilization and storage

2. **Exercise Requirements**

The Vessel Operator may be requested to attend certain operational oil spill response exercises pursuant to Section 6.1(d) of the Charter Agreement. The Vessel Operator may be requested to attend individually or with a vessel and crew. Exercises may be a few hours or a few days in duration depending on the scenario and location.

Exercise Content

Oil spill response exercises may contain some or all of the following elements:

- spill management (Incident Command System) functions
- health and safety briefing
- operational briefing
- equipment loading and stowing
- vessel operation
- communication
- record and log keeping
- equipment deployment and operation
- response tactics execution
- equipment recovery and decontamination (fresh water washdown)
- equipment offloading and storage
- debriefing
- undertaking follow-up action items

Schedule D – Invoicing Procedures

1. **Time frame**

An invoice will be submitted by the Vessel Owner to WCMRC at the end of the Voyage Charter or, in the case of extended periods, at the end of each seven (7) day period of the Voyage Charter, and upon completion of a Classroom Training and an On-Water Training session.

Time sheets for Crew members will be submitted by the Vessel Owner to WCMRC at the same time as invoices and log sheets or at such other times requested by WCMRC>

2. **Format**

A sample invoice and a time sheet is included on the next page of this Schedule D. However, the Vessel Owner may submit the authorized costs of the Voyage Charter in a format other than the sample invoice if all the information found on the sample invoice is included.

3. **Disbursements**

The Vessel Owner is required to submit supporting the authorized costs (original invoices or cash receipts with each invoice. The Vessel Owner will also indicate the purpose of the disbursement if it is not clearly identified on the invoice or receipt. The Vessel Owner will retain for at least one year all financial books and records relating to the costs incurred by the Vessel Owner for which WCMRC is responsible under the Charter Agreement for a period of one year after the cost has been incurred.

4. **Payment**

WCMRC will make payment within thirty (30) days of receipt of a fully completed invoice. Payments to the Crew will be made directly to the Crew members.

5. **Non-Compliance and Dispute Resolution**

If the invoice is not submitted with all the requested information or the disbursements are considered unreasonable (as determined by WCMRC acting reasonably), the invoice will be returned for resubmission with a request for more information or a deficiency notice.

If there is disagreement with respect to an invoice that cannot be resolved by the Vessel Owner or WCMRC, WCMRC will promptly pay all agreed to costs and the unresolved item(s) may be subject to the dispute resolution procedures set out in Section 15.1 of the Charter Agreement.

Invoice to WCMRC for Voyage Charter of Vessel

Vessel Owner:		Vessel Name:	
Address:		Apartment/Unit #:	
City:	Province:	Postal Code:	
Phone:	Fax:		

<p>WCMRC PO Box 82070 Burnaby, BC V5C 5P2 Tel: 604-294-6001 Fax: 604-294-6003</p>
--

Attach copies of log sheets

(refer to Schedule "B" for Charter Rates)

Description	Start Date/Time	End Date/Time	Number of days on Hire	Class of Vessel	Daily Charter Rate <i>(Refer to Schedule B of FOSET Charter Contract)</i>	Subtotal
Emergency Response -						\$
Exercise -						\$
Standby -						\$
Training -						\$

Disbursements:

FOSET CHARTER CONTRACT #: (to be completed by FOSET area Coordinator)	Fuel – Option 1 – hours run ____ x ____ LPH x \$ ____ /litre = \$ _____	\$
Cheque to be issued to: (if other than vessel owner)	Subtotal	\$
GST #: (If no GST #, provide Social Insurance Number for tax purposes)	GST – if GST is not being included, please provide explanation	\$
SIN #:	Food – food consumed while under charter – attach receipts	\$
Vessel Owner Signature: _____	Fuel – attach receipts	\$
	Other – summary and receipts attached – as approved by WCMRC	\$
	TERMS: Net 30 days	TOTAL PAYABLE
		\$

Schedule E – Vessel Information Survey

WESTERN CANADA MARINE RESPONSE CORPORATION
VESSEL INFORMATION SURVEY

Vessel Owner Information			
Name:			
Address:			Apartment/Unit #:
City:		Province:	Postal Code:
Phone:	Fax:	Cell:	Email:

Vessel Operator Information			
Name:			
Address:			Apartment/Unit #:
City:		Province:	Postal Code:
Phone:	Fax:	Cell:	Satellite
Email:			

Vessel Information		
Registered Name:		
Official Number:	Home Port:	
Type/Class of Vessel	Hull length (feet):	Beam (feet):
Year Built:	Hull material:	
Max. speed (knots):	Cruising speed (knots):	
Canadian fishing Vessel (CFV) Number		

Vessel Insurance Information			
Name of Current Insurer:			
Contact Person:		Phone No:	
Policy No.:		Term of Policy:	
Insured Value:	Declared Value:	Present Market Value:	Replacement Value:
Attach Certificate of Insurance: <input type="checkbox"/> Yes <input type="checkbox"/> No			

Other	
Registered for HST?: <input type="checkbox"/> Yes <input type="checkbox"/> No	GST #:
<small>If no GST #, provide Social Insurance Number for tax purposes: Your personal information is kept secure. Only authorized personnel (who have agreed to keep information secure and confidential) have access to this information</small>	
Attach copies of master and crew certificates: <input type="checkbox"/> Yes <input type="checkbox"/> No	Attach current photo of vessel: <input type="checkbox"/> Yes <input type="checkbox"/> No
Provide emergency contact information for master and all crew (see following page)	Identify additional equipment on vessel
Attach signed confidentiality agreement (see Schedule I)	

Notes and Additional Information

The information contained in this Schedule is certified to be true and correct.

Dated _____, 20__.

VESSEL OWNER

(Signature)

(Date)

WESTERN CANADA MARINE RESPONSE CORPORATION

EMERGENCY CONTACT FORM

Name: _____

Emergency Contact	
Name:	Relationship:
Phone Number:	Cell Number:

Emergency Contact	
Name:	Relationship:
Phone Number:	Cell Number:

Emergency Contact	
Name:	Relationship:
Phone Number:	Cell Number:

Signature: _____

Date Completed: _____

Schedule F – WCMRC Dispatch Order

WCMRC DISPATCH ORDER

("Dispatch Order")

This Dispatch Order is entered into on _____, 20__ between WCMRC and the VESSEL OWNER for the purposes of a Voyage Charter pursuant to the

FOSET CHARTER CONTRACT # _____

VESSEL NAME _____

(the "Charter Agreement"). The Charter Rates described in Schedule B to the Charter Agreement will be calculated for this Voyage Charter commencing from the Start Time described below. The Voyage Charter described in this Dispatch Order is subject to the terms and conditions of the Charter Agreement.

1. **Voyage Charter Start Time:** Pursuant to Section 1.7 of the Charter Agreement, the Start Time is _____ on _____, 20__.

2. **The Voyage Charter is made pursuant to** (check one):

Request for Immediate Hire – Vessel is expected to be underway in three (3) hours, and must be fuelled up prior to that time.

Request for Future Hire – The Requested Time of Vessel Use is _____ on _____, 20__.

3. **Location where Vessel will commence Voyage Charter** (where Vessel will be at the Start Time): _____ and location where Vessel will end the Voyage Charter: _____

4. **Estimated Term of Voyage Charter:** _____

5. **Minimum guaranteed payment per day of Voyage Charter** = six (6) hours

6. **Expenditures**, if any for supplies authorized by WCMRC in addition to those described in Section 8.1 of the Charter Agreement (fill in only if not covered in Section 8.1): (Invoices and receipts will be required): _____

7. **Tasking** – The Vessel should proceed to:
and enroute / upon arrival (circle one), report to:
for further instructions.

8. **WCMRC Equipment to be carried on Vessel includes** (any such equipment that is not listed specifically here will be covered in the definition for WCMRC Equipment): _____

9. **Resources required to complete task:**

Number of crew requested:

Name of Vessel Operator:

Equipment (identify):

Other: _____

Schedule G – Tailgate Safety Briefing Form



Western Canada Marine Response Corporation



Step 1 – Risk Assessment

Step 2 – Tailgate Safety Meeting – Agenda

Step 3 – Tailgate Safety Meeting - Record of Attendance

Customer: _____ Incident #: _____

Step 1 –Risk Assessment

Complete this risk assessment before the start of each shift (spill response) or when using the vessels (steady state). **Risks shall be reassessed any time conditions change.** Action plans to mitigate the hazards identified in the "Yes" column **MUST** be reviewed with all workers during the Tailgate Safety Meeting. Reference HS&LC Manual for "Critical Procedures".

Hazard	Y e s	N o	Suggested Control Measures
Hazardous materials			Control measures are developed based on the Material Safety Data Sheet (MSDS)
Inhalation: vapours, mists, fumes			Perform air monitoring and if required: mechanical ventilation, exclusion zones, respirators, SCBA.
Eye contact			Wear eye protection: safety face shield, safety goggles, safety glasses, eye wash stations.
Skin contact:			Use chemically resistant: coveralls, gloves, special barrier cream. Clean exposed areas immediately.
Ingestion			Seek immediate medical attention.

Critical tasks

<p>Is a Critical Procedure(s) to be reviewed prior to starting this job?</p> <p><input type="checkbox"/> Hot Work <input type="checkbox"/> Confined Space Entry* <input type="checkbox"/> Energy Lockout <input type="checkbox"/> Crane Operations <input type="checkbox"/> Working from a height</p> <p>Procedures from HS&LC Manual must be followed</p>
--

* Confined space hazards: includes but not limited to barge/vessel tanks or holds, shoreline caves, under wharves or docks or logs, deep trenches.

Weather hazards

Tides, currents			Check tide charts and area currents, keep vessel crew and shoreline worker aware of changes.
Fog, ice, rain, snow, winds/waves			Maintain safe working distances, clear ice and snow from area of travel, wear appropriate PPE and/or clothing.
Darkness			Use portable lighting.
Hot or Cold weather			Stay hydrated (drink fluids), take rest breaks, warm-up breaks, use sunscreen, wear appropriate clothing.
Wind speed: _____ knots	Wind direction: _____	Wave height: _____ meters	Precipitation: <input type="checkbox"/> Rain <input type="checkbox"/> Snow
Air temperature: _____ C	Current: _____ knots	High tide at: _____	Low tide at: _____

General hazards

Trips, slips and falls			Keep equipment, supplies, cords and/or air-lines out of the path of travel or secured; clean-up all oils, standing water, ice/snow or post warning sign; use handrails; secure ladders; maintain three-point contact when climbing or when on a vessel; take small, deliberate steps when walking in congested areas and along rugged shorelines.
Employee working alone			Communications MUST be done at four (4) hour intervals between worker and supervisor, and documented.
Working on or near water			PFDs MUST be worn at all times when working within 1m (3 feet) of the water unless protected by other means.
Person overboard			Be familiar with "overboard" procedures, location of life rings.
Abandon vessel			Be familiar with "abandon vessel" procedures, location and operation of survival suits and life rafts.
Repetitive motion injuries			Use different muscle groups and take rest breaks during repetitive tasks, vary tasks if possible.
Injuries from sharp material, needles, glass, etc.			Wear appropriate gloves, safety footwear. Make any cuts with blade facing away from the body. Store blades safely when not in use.
Pinch injuries			Watch mooring lines, don't get caught in the bight, avoid hand traps.
Lifting injuries			Use safe lifting techniques, bend your knees, ask for help ; use mechanical lifting equipment when possible.
Fatigue			Work reasonably length shift, take breaks periodically.
Hearing damage			If you have to raise your voice to be heard, you need hearing protection.
Eye injuries			Wear eye protection; safety glasses or goggles/safety glasses and face shield.
Bums injuries			Maintain a safe working distance; wear gloves.
Miscellaneous Injuries			Keep exit routes clear at all times; stack equipment and supplies in a place and manner where it will not cause injury; keep clear of tow-lines; beware of snap back from failed lines.



Western Canada Marine Response Corporation



Step 1 – Risk Assessment

Step 2 – Tailgate Safety Meeting – Agenda

Step 3 – Tailgate Safety Meeting - Record of Attendance

Step 1 –Risk Assessment cont'd

Hazard	Y e s	N o	Suggested Control Measures
--------	-------------	--------	----------------------------

Vehicle hazards

Trucks, heavy equipment, forklifts			Wear appropriate PPE; activate back up alarm; use a back up spotter; inspect equipment before use, use only trained operators.
Traffic congestion			Ensure site traffic and parking plans are in place.
Vacuum truck noise, hose failure or explosion			Wear appropriate PPE; operator(s) trained and experienced in petroleum handling; inspect equipment before use.
<u>Other task specific hazards</u>			

Aircraft hazards

Working around helicopter landing areas			Never approach the helicopter unless signaled to do so by the pilot. Always maintain eye contact with the pilot as you approach. Never approach from the uphill side. Never wear loose clothing around a helicopter.
In flight hazards			Never speak to the pilot during takeoff or landing (unless it is an emergency). Always wear your seat belt. Wear warm clothing. Take extra food and drink along.
Working around fixed wing aircraft			Never approach the aircraft while engines are running. Never touch anything on the fuselage, wings or propellers – they may be hot and/or brittle. Stay behind the wings at all times.
<u>Other task specific hazards</u>			

Wildlife

Injury; disease, potential of attack			Be aware of the dangers from bears, cougars, wolves, dogs, raccoons, moose, deer, otters, wild fowl, rats, snakes and insects. Keep bear spray and insect repellent on hand. Use a safety watch. Only trained personnel to handle wildlife. Safety watch in bear/cougar/wolf country may need to be armed and/or have the use of a purpose trained dog.
--------------------------------------	--	--	---

Personal Protective Equipment

- Hard Hat
- Safety Glasses
- Safety Goggles
- Hearing Protection
- Tyvec Coveralls
- Fire Resistant (NOMEX) Coveralls

- Rain Gear
- Fall Protection (harness)
- Personal Floatation Device
- Respiratory Protection (specify cartridge type)
- Hand Protection (specify type of gloves)
- Safety footwear

MSDS PPE complied with - Yes / No –please circle

Safety Equipment Required

- Atmosphere Tester
- Fire Extinguisher
- Life Raft
- Life Ring
- First Aid Kit
- Eye wash

Notes:

Risk assessment by: (print) _____ Signature: _____

Company name: _____ Date: _____



Step 2 – Tailgate Safety Meeting - Agenda

- Unsafe work**
Every worker has the authority and the responsibility to shut down unsafe work. Be watchful of changing, particularly deteriorating, conditions. Advise your supervisor of any unsafe work.
- Site Health and Safety rules**
When working on someone else's site, please take note of and review any local health and safety rules that need to be followed (i.e. exits, assembling procedure, safety vests, etc.). Attach a copy.
- Safety Officer/contact method:** _____
- First Aider/contact method:** _____
- First aid kit location:** _____
- Eye wash/emergency shower:** _____
- Decontamination process/location:** _____
- Fire/explosion:** emergency signal will sound, assemble at _____
- Incident reporting:** report incidents (including near misses) to your supervisor
- Material Safety Data Sheets (MSDS):** reviewed with workers
- WCB Regulations**
WCB Regulations and related materials including policies, guidelines and standards apply to all WCMRC/BCO work sites and are available at the "WorkSafeBC" website. Any worker wishing computer system access and help with the process should contact their supervisor.

Specific Safety Plans (control measures to deal with the hazards identified in the preceding risk assessment)

Schedule H – Employer’s Report of Injury or Occupational Disease

EMPLOYER’S REPORT OF INJURY OR OCCUPATIONAL DISEASE



EMPLOYER’S REPORT OF INJURY OR OCCUPATIONAL DISEASE

As an employer, the *Workers Compensation Act* requires you to submit this report **within three days** of an injury to one of your workers, even if you disagree with the claim. By submitting your report promptly, you avoid penalties and delays in the adjudication of the claim. Please report using one of the following options:

- Online — The quickest and easiest option:** The online screen application customizes questions to the worker’s injury. You can save your report and update it later with new information. Once submitted, you can follow the status of the claim online. Go to WorkSafeBC.com and select “Report an injury or illness.”
- Fillable PDF form:** Type in your details online, print the form, and submit it by **FAX** or **MAIL**. Go to WorkSafeBC.com and select “Report an injury or illness.”
- Paper form:** Clearly PRINT details, sign the form, and submit it by **FAX** or **MAIL**.
FAX: 604 233-9777 in Greater Vancouver or **toll-free** within BC at **1 888 922-8807**
MAIL: WorkSafeBC, PO Box 4700 Stn Terminal, Vancouver BC V6B 1J1

Employer information		WorkSafeBC claim number (if known)	
Employer’s name (as registered with WorkSafeBC)		Type of business	
WorkSafeBC account number	Classification unit number	Operating location number	
Employer address line 1 (mailing)	Employer contact last name	First name	
Employer address line 2 (mailing)	Employer contact telephone (and area code)	Extension	Employer contact fax (and area code)
City	Province/state	Employer payroll contact last name	First name
Country (if not Canada)	Postal code/zip	Employer payroll contact telephone (and area code)	Extension Employer payroll contact fax (and area code)

Worker information			
Worker last name	First name	Middle initial	Gender M <input type="checkbox"/> F <input type="checkbox"/>
Date of birth (yyyy-mm-dd)	Home phone number (include area code)	Social insurance number	
Address line 1		Address line 2	
City	Province/state	Country (if not Canada)	Postal code/zip
1. What is the worker’s occupation?		2. Has the worker been employed by this firm for less than 12 months? Yes <input type="checkbox"/> No <input type="checkbox"/>	3. If yes, start date (yyyy-mm-dd)
4. At the time of injury, was the worker (check all that apply)			
Permanent <input type="checkbox"/>	Apprentice <input type="checkbox"/>	Self-employed <input type="checkbox"/>	Casual <input type="checkbox"/>
Temporary <input type="checkbox"/>	Volunteer <input type="checkbox"/>	Principal/partner or relative of employer <input type="checkbox"/>	Other (please specify) <input type="checkbox"/>
Full time <input type="checkbox"/>	Student <input type="checkbox"/>	Fisher <input type="checkbox"/>	
Part time <input type="checkbox"/>	New entrant to workforce <input type="checkbox"/>	Hired on a contract basis <input type="checkbox"/>	

Incident information			
5. Date of incident (yyyy-mm-dd)		Time of incident (hh:mm) a.m. <input type="checkbox"/> p.m. <input type="checkbox"/> OR	
		6. Period of exposure resulting in occupational disease (yyyy-mm-dd) From To	
7. Did worker report injury or exposure to employer? Yes <input type="checkbox"/> No <input type="checkbox"/>		8. The injury or disease was first reported to employer on (yyyy-mm-dd) (please check one) To: First aid <input type="checkbox"/> Supervisor <input type="checkbox"/> Office <input type="checkbox"/> Other <input type="checkbox"/> (please specify)	
9. Name of person reported to			
10. Describe how the incident happened		11. Describe the injury in detail (what part of the body was injured)	
		12. Side of body injured Left <input type="checkbox"/> Right <input type="checkbox"/> Both <input type="checkbox"/> Not applicable <input type="checkbox"/>	
13. Describe the work incident location (address, city, province) and where incident occurred (e.g. shop floor, lunchroom, parking lot)			
14. Did the injury(ies) or exposure result from a specific incident? Yes <input type="checkbox"/> No <input type="checkbox"/>			



Employer's Report of Injury or Occupational Disease (continued)

If faxing form, please complete this section and fax both sides of page. Missing pages may result in delays in processing.

Worker last name		First name		Middle initial	WorkSafeBC claim number (if known)
Social insurance number	Personal health number (CareCard)	Date of incident (yyyy-mm-dd)		Date of birth (yyyy-mm-dd)	

15. Contributing factors — select AT LEAST ONE, and as many as applicable

Lifting <input type="checkbox"/>	lb <input type="checkbox"/> kg <input type="checkbox"/>		
Overexertion <input type="checkbox"/>	Struck <input type="checkbox"/>	Animal bite <input type="checkbox"/>	
Repetitive (activity repeated over and over again) <input type="checkbox"/>	Crush <input type="checkbox"/>	Assault <input type="checkbox"/>	
Slip or trip <input type="checkbox"/>	Sharp edge <input type="checkbox"/>	Motor vehicle accident <input type="checkbox"/>	
Twist <input type="checkbox"/>	Fire or explosion <input type="checkbox"/>	Unsure/other (please explain below) <input type="checkbox"/>	
Fall <input type="checkbox"/>	Harmful substances in the work environment <input type="checkbox"/>		

16. Were there any witnesses?
Yes No

17. Did the incident occur in British Columbia?
Yes No

18. Were the worker's actions at time of injury for the purpose of your business?
Yes No

19. Did the incident occur on employer's premises or an authorized worksite?
Yes No

20. Did the incident happen during the worker's normal shift?
Yes No

21. Was the worker performing their regular duties at the time of the incident?
Yes No

22. Did the worker receive first aid?
Yes No Date (yyyy-mm-dd) _____ ▶

If yes, please provide first aid attendant name (if known)

23. Did the worker go to hospital, clinic, or visit a physician or qualified practitioner?
Yes No Date (yyyy-mm-dd) _____ ▶

If yes, please provide provider name (if known)

If yes, please provide provider address (if known)

24. Are you aware of any recent pain or disability in the area of the worker's reported injury?
Yes No

25. Do you have any objections to the claim being allowed?
Yes No ▶ If yes, please explain

Wage information

26. Did the worker miss any time from work beyond the date of injury or exposure?
Yes No

If NO WORK WAS MISSED and NO CHANGE to duties/pay, proceed to bottom of page to sign, date, and submit this report. If WORK WAS MISSED or if duties/pay have been MODIFIED, please answer ALL questions on this form.

27. Provide the **base salary** amount for this employment position at the time of injury
\$ _____ Hourly Daily Weekly Monthly Yearly

28. Does worker receive other amounts of compensation in addition to **base salary**? Yes No
Does worker receive vacation pay on every cheque? Yes No
If yes, vacation pay _____%

29. If worker is disabled from work, will you continue to pay:
Base salary? Yes No
Other amounts of compensation in addition to base salary? Yes No
Will worker receive vacation pay on every cheque? Yes No
If yes, vacation pay _____%

Please select check boxes for any of the following amounts worker receives in addition to **base salary** AND provide the amount for each:

Tips and gratuities <input type="checkbox"/> \$ _____	Room and board <input type="checkbox"/> \$ _____
Shift differential <input type="checkbox"/> \$ _____	Other <input type="checkbox"/> \$ _____
Overtime <input type="checkbox"/> \$ _____	

Please select check boxes for any of the following amounts worker will continue to receive in addition to **base salary** AND provide the amount for each:

Tips and gratuities <input type="checkbox"/> \$ _____	Room and board <input type="checkbox"/> \$ _____
Shift differential <input type="checkbox"/> \$ _____	Other <input type="checkbox"/> \$ _____
Overtime <input type="checkbox"/> \$ _____	

30. Provide the amount of **gross** earnings for the past 3 months or 12 weeks prior to the date of injury or exposure
\$ _____ 3 months 12 weeks

31. Does the worker have a fixed-shift rotation? Yes No

32. If no, please explain

33. If yes, show the normal work week by entering the paid hours

Sun	Mon	Tues	Wed	Thu	Fri	Sat

34. Did the worker continue to work past day of injury?
Yes No

35. Last day worked (yyyy-mm-dd)

36. Number of hours scheduled to work on last day worked

37. Number of hours worked on last day

38. Number of hours paid by employer on last day worked



Employer's Report of Injury or Occupational Disease (continued)

If faxing form, please complete this section and fax both sides of page. Missing pages may result in delays in processing.

Worker last name		First name		Middle initial	WorkSafeBC claim number (if known)
Social insurance number	Personal health number (CareCard)	Date of incident (yyyy-mm-dd)		Date of birth (yyyy-mm-dd)	

Return-to-work information

39. Has the worker returned to work? Yes <input type="checkbox"/> No <input type="checkbox"/>	
40. If YES: Date (yyyy-mm-dd) Since the return to work, have the worker's duties, hours of work, work schedule, and/or rate of pay changed? Yes <input type="checkbox"/> No <input type="checkbox"/>	
41. If NO: Do you have any modified or transitional duties available? Yes <input type="checkbox"/> No <input type="checkbox"/> Have the modified or transitional duties been offered to the worker? Yes <input type="checkbox"/> No <input type="checkbox"/>	42. If yes, please describe modified or transitional duties

Signature and report date

43. Employer signature	44. Employer title	45. Date of report (yyyy-mm-dd)
------------------------	--------------------	---------------------------------

For assistance, please call our Claims Call Centre at 604 231-8888 or toll-free within Canada at 1 888 967-5377.
Please note: If you have concerns with this claim, please contact the officer handling the claim at the WorkSafeBC office to make known your objections or you may submit a letter detailing your specific concerns. **Impartial advice on WorkSafeBC claims** — To ensure you have an opportunity to obtain impartial advice on WorkSafeBC claims matters, the BC legislature has provided impartial advisers. **Employers' Advisers** are available to provide independent advice or clarification on a WorkSafeBC claim related to your firm. For additional information on the Employers' Advisers, please refer to their web site at www.labour.gov.bc.ca/eao/.

Lower Mainland	Kelowna	Prince George	Victoria
604 713-0303 (Richmond)	250 717-2050	250 565-4285	250 952-4821
Toll free 1 800 925-2233	1 866 855-7575	1 888 608-8892	1 800 663-8783

Personal information on this form is collected for the purposes of administering a worker's compensation claim by WorkSafeBC in accordance with the *Workers Compensation Act* and the *Freedom of Information and Protection of Privacy Act*. For further information about the collection of personal information, please contact WorkSafeBC's Freedom of Information Coordinator at PO Box 2310 Stn Terminal, Vancouver BC, V6B 3W5, or telephone 604 279-8171.

Schedule I – Confidentiality Agreement
Western Canada Marine Response Corporation
CONTRACT WORKER AGREEMENT AS TO CONFIDENTIAL
INFORMATION AND PROPERTY RIGHTS

The undersigned, _____ (hereinafter called "Contract Worker"), in their role of assisting Western Canada Marine Response Corporation/Western Canada Marine Response Corporation (hereinafter called the "Company") in spill response activities hereby recognizes, acknowledges and agrees that his/her role as a Contract Worker to the company is, and always has been subject to the following terms and conditions.

WITNESSETH THAT:

WHEREAS the Company is engaged in the business of providing Marine Spill Response Services to customers, and has invested substantially in the development of programs, services, systems and other confidential property, volume data, information and trade secrets.

AND WHEREAS the Company enters into contracts with customers, and must ensure that customer data, volume data and information remain confidential;

AND WHEREAS the Contract Worker in the course of his/her assisting during the response has access to such techniques, programs, services, systems and other confidential property, volume data information and trade secrets of the Company and the customers of the Company;

AND WHEREAS the Contract Worker acknowledges it is essential to the conduct of the company's business to the protection of the investment of its shareholders that such information be kept confidential and treated as a secret.

NOW THEREFORE THE CONTRACT WORKER AGREES AS FOLLOWS:

1. The Contract Worker acknowledges that in his/her spill response role may give him/her access to certain techniques, programs, present and future development, trade secrets, services, marketing strategies and other confidential property, volume data and information of the company and of its customers; the Contract Worker accordingly covenants and agrees that he/she will treat all such techniques, programs, present and future developments, trade secrets, services and marketing strategies and other confidential property, volume data and information as confidential to the Company and its customers, and that all such matters and properties shall be, and shall remain the property of the Company and/or its customers.

2. The Contract Worker shall not, while in their spill response role for the Company, nor at anytime thereafter directly or indirectly:
 - a) divulge to any person, firm or corporation the name, address or requirement of any customer of the Company or person, firm or corporation likely to become a customer of the Company.
 - b) divulge to any person, firm or corporation any process, techniques, program, service, marketing information of the Company, or any other confidential information, volume data, patent copyright; trademark or trade secret acquired as a result of his/her employment or in the course of his/her employment
 - c) divulge to any person, firm or corporation any of the financial affairs of the Company.
 - d) divulge to any person, firm or corporation any contract, personal information or policy of the Company

3. Any and all the designs, devices, processes, techniques, equipment or improvements thereto, assemblies of information or data made at the place of business of the Company or otherwise in the course of employment for the Company shall be, and shall remain the exclusive property of the company and the Contract Worker shall have no interest herein although he/she may have notwithstanding the completion of the spill response activities of the Contract Worker and the Contract Worker hereby assigns to the Company any of the foregoing or any interest in the foregoing or any patent, copyright or trademark in connection with the foregoing which he/she may have had by virtue of having made or conceived or contributed to any such matter, or information, either solely or with others, in whole or in part, in the course of his/her spill response role concerned with or relating to the business carried on by the Company.

Contract Worker:

Date:

Witness:

Date:
