



Ross Lieblappen  
Vermont State University  
Natural Sciences Department

**Project: 706-26**

**Polar Continental Shelf Program – 2026 Project Agreement for: “*Interpretations of Polar Environments at the Nanoscale*”**

Dear Ross Lieblappen:

Thank you for submitting your logistics request for the 2026 field season. Your request for Polar Continental Shelf Program (PCSP) field logistics coordination has been **conditionally approved**. Estimated project costs are below and in your Project Agreement, in addition to being detailed in Schedule A.

The PCSP has assessed your project and determined:

- The total cost for the logistical support requested for your project, including the replacement value of field equipment, has been estimated at \$89,818.00.
  - The PCSP will provide your project with \$43,095.00 in **in-kind support** by defraying:
    - a loan of up to \$43,095.00 worth of equipment (Note: This is the replacement value if equipment is lost or damaged.)
  - **Your organization’s share of the total cost** is estimated at \$46,723.00. This is a **recoverable expenditure** (i.e., your organization will be invoiced by the PCSP).

PCSP support is conditional upon your obtaining and submitting to the PCSP all the necessary documents (i.e., licences, permits, waivers, approved health and safety plans and other documents for your research) at least six weeks prior to the start of your field project. All permits, licences and fees required under land claim agreements or by territorial and federal governments or by other agencies; isolation reservation requests; and community approvals are the sole responsibility of the Principal Investigator.

This Project Agreement document includes:

1. a **Letter of Agreement** outlining responsibilities
2. the **estimated project costs** (Schedule A)
3. one or many **field equipment voucher(s)** with an itemized list, if applicable (Note: All field equipment loans are subject to equipment availability and substitutions.)
4. the **PCSP Mandatory Criteria** (Schedule B)

Please **review, sign and email** a copy of the attached Letter of Agreement to the [PCSP](#) as soon as possible to confirm your intent to proceed with the project as planned. Please also note that the Agreement **must be signed by the appropriate financial authority** at your institution.

If you need to modify or cancel your field project, you are required to inform the PCSP, in writing, as soon as possible. If you have questions regarding the requirements for your project, please contact us, at [pcspottawa-pcpottawa@nrcan-rncan.gc.ca](mailto:pcspottawa-pcpottawa@nrcan-rncan.gc.ca).

# PROJECT AGREEMENT

BETWEEN

## HIS MAJESTY THE KING IN RIGHT OF CANADA

as represented by the Minister of Natural Resources and acting through the Lands and Minerals Sector's Polar Continental Shelf Program (hereinafter referred to as "PCSP"),

AND

**VERMONT STATE UNIVERSITY  
NATURAL SCIENCES DEPARTMENT**  
(hereinafter referred to as "the Client")

### DEFINITIONS

"Agreement" means this Project Agreement and any attached Schedule(s).

"Logistics Request Form" means the on-line form completed and submitted to PCSP as part of the application process for PCSP logistics support.

"Principal Investigator" means the person identified on the Logistics Request Form who is responsible for the Project on behalf of the Client.

"Project" means the Project described below and proposed by the Principal Investigator through the Logistics Request Form.

"Client Summary Report" means the report provided to the Client from PCSP at the end of the Project, summarizing all Project activities, and prices to be applied against those activities. The Client Project Summary is not an invoice.

### 1. REPRESENTATION AND WARRANTIES

The Client represents and warrants that the signatory to this Agreement has been duly authorized to execute and deliver this Agreement on its behalf.

The Client represents and warrants that the execution, delivery, and performance of this Agreement have been duly authorized and when executed and delivered will constitute a legal, valid, and binding obligation of the Proponent enforceable in accordance with its terms.

### 2. PURPOSE AND SCOPE

The goal of this Agreement is to establish a collaborative arrangement designed to support research field work in the Canadian Arctic related to the Project.

### 3. DURATION

The Agreement shall come into force upon execution by the parties and shall expire on March 31, 2027, unless terminated earlier in accordance with the provisions of this Agreement.

#### **4. RESPONSIBILITIES OF THE PARTIES**

PCSP shall:

- Provide the logistics support requested for the Project as detailed in Schedule A.
- Contribute its share of the cost for the logistics support requested by providing planning and coordination of field logistics requirements and an estimated value of \$43,095.00 in in-kind logistics as detailed in Schedule A.
- Invoice the Client for the **actual** recoverable expenditure(s) related to the logistics support provided by PCSP (as detailed in Schedule A) prior to March 31, 2027.

The Client shall:

- Carry out the science component of the Project as described in the Logistics Request Form.
- Return all outstanding field equipment within thirty (30) days of project completion, or prior to **December 31, 2026**, whichever is earlier.
- Contribute its share of the cost (actual recoverable expenditure(s)) for the logistics support requested and estimated at \$46,723.00 as detailed in Schedule A.
- Review the Client Project Summary to confirm activities have been correctly identified for the Project and to acknowledge final price for recoverable expenditures that will be charged.\*
- Pay the invoice(s) received from PCSP for the actual recoverable expenditure(s) related to the logistics provided by PCSP (as detailed in Schedule A) within thirty (30) days of receipt of the invoice.
- Adhere to all PCSP's Mandatory Criteria for the Project as detailed in Schedule B.

\* The Client Project Summary may contain activities that have incurred additional recoverable expenditures on behalf of the Project (for various reasons, including the Client requesting additional logistics support and/or making changes to its plans that created additional costs to the Project as described in Schedule B and/or any other activity, including unforeseen changes, that created additional costs to the Project for which the Client is responsible). The PCSP shall invoice the Client for these additional expenditures.

#### **5. DISPOSITION OF ASSETS**

Any assets purchased by a party in support of the Project shall remain the property of the purchasing party.

#### **6. AMENDMENT**

In the event the parties consider it necessary to make alteration or addition to this Agreement, the parties shall do so by means of a written amendment and such amendment shall form part hereof.

#### **7. TERMINATION**

Either party may, by giving the other party thirty (30) days written notice, terminate this Agreement.

Upon termination, the Client shall immediately return papers, materials, equipment or other property owned by PCSP and held for the purpose of carrying out the Project. Notwithstanding any other provisions set out in this Agreement, upon termination PCSP shall invoice the Client for any and all actual recoverable expenditure(s) and costs for non-cancellable commitments outstanding as of the date of termination.

## **8. INDEMNIFICATION**

PCSP shall indemnify and save harmless the Client, its officers, employees and agents from and against any and all claims, losses, damages, costs, expenses, actions and other proceedings brought, made, sustained, prosecuted or threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act or omission on the part of PCSP or its officers, employees or agents in the performance of this Agreement. The Client shall have the right to defend any such action or proceeding with counsel of its own choosing.

The Client shall indemnify and save harmless PCSP, its officers, employees and agents from and against any and all claims, losses, damages, costs, expenses, actions and other proceedings brought, made, sustained, prosecuted or threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act or omission on the part of the Client or its officers, employees or agents in the performance of this Agreement. PCSP shall have the right to defend any such action or proceeding with counsel of its own choosing.

## **9. LIMITATION OF LIABILITY**

Neither party shall be liable to the other party for loss of revenue or contracts, or any consequential loss of any kind relating to the Project or this Agreement.

## **10. WARRANTY**

PCSP makes no representation or warranty respecting the provision of logistical support described in this Agreement, either expressly or implied by law or otherwise, including but not limited to, implied warranties or conditions of merchantability or fitness for a particular purpose.

## **11. NOTICE**

Where in this Agreement any notice is required to be given or made by either party, it shall be in writing and is effective if it is sent by registered mail, by facsimile, by electronic mail or delivered in person, addressed as follows:

### **For the Client:**

Ross Lieblappen  
Principal Investigator  
Natural Sciences Department  
Vermont State University  
124 Admin Drive,  
Randolph Center, Vermont 05061  
781-424-7268  
[Ross.Lieblappen@VermontState.edu](mailto:Ross.Lieblappen@VermontState.edu)

### **For PCSP:**

Sarah Heath  
Director, Polar Continental Shelf Program  
Lands and Minerals Sector, Natural Resources Canada  
2464 Sheffield Rd, Ottawa, ON K1B 4E5  
613-298-4683  
[sarah.heath@NRCan-RNCan.gc.ca](mailto:sarah.heath@NRCan-RNCan.gc.ca)

Any notice shall be effective if sent by registered mail, when the postal receipt is acknowledged by the other party; by electronic communication or facsimile, when transmitted and receipt is confirmed; and by messenger or specialized courier agency, when delivered. A party may change its representative or address by giving written notice of change to the other parties in accordance with this clause.

## **12. ACKNOWLEDGEMENT**

The parties agree to acknowledge the role and contribution of all parties in any publications and/or announcements relating to the Project.

## **13. ASSIGNMENT**

This Agreement may not be assigned in whole or in part by a party without the prior written consent of the other party and any assignment made without that consent is void and of no effect.

## **14. APPLICABLE LAW**

This Agreement shall be interpreted in accordance with the laws in force in Ontario.

## **15. DISPUTE RESOLUTION**

The parties agree to negotiate all disputes arising from this Agreement in good faith after receiving written notification of the existence of a dispute from any party.

## **16. FORCE MAJEURE**

No party shall be liable to the other party for any failure or delay in the performance of the Project caused by a force majeure. Should a force majeure affect the operation or completion of the Project, the parties shall consult with each other and decide on the necessary action to take. For the purpose of this Agreement, the term "force majeure" means any circumstances beyond the control of a party including, but not limited to, acts of God, inclement weather, labour difficulties, transportation problems or governmental action.

## **17. LEGAL RELATIONSHIP**

Nothing in this Agreement creates the relationship of principal and agent, employer and employee, partnership or joint venture between the parties.

## **18. SUCCESSORS**

This Agreement shall enure to the benefit of and shall be binding upon the parties and their respective representatives, successors and assigns.

## **19. ELECTRONIC EXECUTION AND COUNTERPARTS**

This Agreement may be executed by facsimile or other form of electronic transmission and in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts taken together shall constitute one instrument.

**20. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all previous negotiations, communications and other agreements, whether written or oral, between the parties in respect of the same subject matter.

**IN WITNESS WHEREOF each of the parties has caused this Agreement to be duly executed as of the last day and year written below.**

HIS MAJESTY THE KING IN RIGHT OF CANADA, AS REPRESENTED BY THE MINISTER OF NATURAL RESOURCES CANADA

05 March 2026

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Kate Vogt  
*on behalf of*  
Sarah Heath  
Director  
Polar Continental Shelf Program  
Lands and Minerals Sector  
Natural Resources Canada

VERMONT STATE UNIVERSITY NATURAL SCIENCES DEPARTMENT

\_\_\_\_\_  
Signature of financial authority

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Schedule "A"

3-Mar-26

3:31:39 PM

## Estimated Project Total

Project Number 70626  
 Leader Ross Lieblapp

	Old Year			New Year		
	Planned Request	In Kind Support	Recoverable	Planned Request	In Kind Support	Recoverable
Aircraft	\$0.00	\$0.00	\$0.00	\$32,210.00	\$0.00	\$32,210.00
Resolute Accommodations	\$0.00	\$0.00	\$0.00	\$14,208.00	\$0.00	\$14,208.00
Fuel	\$0.00	\$0.00	\$0.00	\$80.00	\$0.00	\$80.00
Equipment	\$0.00	\$0.00	\$0.00	\$43,320.00	\$43,095.00	\$225.00
Misc./Others	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$89,818.00</b>	<b>\$43,095.00</b>	<b>\$46,723.00</b>

## Support Summary

Aircraft	Planned Request				In Kind Support		Recoverable		
	Rate	Schedule	W/Fuel	Qty	Total	Qty	Total	Qty	Total
<b>Old Year</b>									
DHC6 (300)	\$3,221.00	050-01	YES	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
<b>New Year</b>									
DHC6 (300)	\$3,221.00	050-01	YES	10.00	\$32,210.00	0.00	\$0.00	10.00	\$32,210.00
				<b>10.00</b>	<b>\$32,210.00</b>	<b>0.00</b>	<b>\$0.00</b>	<b>10.00</b>	<b>\$32,210.00</b>

Resolute Accommodations	Nights		Total		Nights		Total	
	Nights	Total	Nights	Total	Nights	Total	Nights	Total
<b>Old Year</b>								
	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
<b>New Year</b>								
	48	\$14,208.00	0	\$0.00	48	\$14,208.00		
	<b>48.00</b>	<b>\$14,208.00</b>	<b>0.00</b>	<b>\$0.00</b>	<b>48.00</b>	<b>\$14,208.00</b>		

Fuel/Required Date/IN Date	Unit \$	Location	Planned Request		In Kind Support		Recoverable	
			Qty	Total	Qty	Total	Qty	Total
<b>New Year</b>								
Gasoline (L)/2026-06-01/2026-06-15	\$2.00	Resolute Bay	40.00	\$80.00	0.00	\$0.00	40.00	\$80.00
			<b>40.00</b>	<b>\$80.00</b>	<b>0.00</b>	<b>\$0.00</b>	<b>40.00</b>	<b>\$80.00</b>

Equipment	NSN/Required Date	Planned Request		In Kind Support		Recoverable	
		Qty	Total	Qty	Total	Qty	Total
<b>New Year</b>							
NR Items for this Project total	-2026-02-17	225.00	\$225.00	0.00	\$0.00	225.00	\$225.00
NX Items for this Project total	-2026-06-25	43095.00	\$43,095.00	43095.00	\$43,095.00	0.00	\$0.00
		<b>43320.00</b>	<b>\$43,320.00</b>	<b>43095.00</b>	<b>\$43,095.00</b>	<b>225.00</b>	<b>\$225.00</b>

**Annex A**

Voucher #	I02397	Demand date	17/02/2026
Name	Account #	City	
<b>LIEBLAPPEN, ROSS</b>	N830	RANDOLPH CENTE	
Division/Project : 2026 ALR, LIEBLAPPEN, ROSS - 706-26			
Branch Program :+ ALR PROJ			

**Field Equipment Unit  
Resolute**

FAC # :	Expiry date :
Boat certificate # :	Date :

Geographical loc. :	No. in Party :
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Inspection : / /	Pickup : 25/06/2026	Destination : / /
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Shipping info

Address :	VERMONT STATE U	
124 ADMIN DRIVE		
City :	Prov	Postal Code
RANDOLPH CENTER, VERMONT	US	
Instructions :		
P/U FEU-R		

Mailing info

Address :		
City :	Prov	Postal Code

Assigned to :	Date : / /	No of items : 10
Verify by :	Date : / /	Total Cost: 0.00
Released by :	Date : / /	

Approval authority :	Date : / /	EFEL # :
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Date shipped : / /	Carrier:
GBL # :	Shipping Cost: 0.00
Waybill # :	

Signature of Consignee : \_\_\_\_\_

Date : 17/02/2026

**Field Equipment Unit  
Customer Estimate**

Account No : N830  
 Account Name : LIEBLAPPEN, ROSS  
 Program/Project : + ALR PROJ / 2026 ALR, LIEBLAPPEN, ROSS - 706-26

Non-Expendable Items (NX)

NSN	DESCRIPTION	UOI	Unit Cost	Qty Reserved	\$Cost
2340-21-906-4209	ATV, 2X4, 220/250, 1 PERS, KAW	EA	4749.00	0.00	0.00
2340-21-906-4213	ATV, 2X4, KAWA 300	EA	5177.00	1.00	5177.00
2310-20-013-1663	ATV/UTV, 4X4, 1000, 6 PERS	KT	26898.98	1.00	26898.98
3820-21-876-7521	AUGER, POWER HEAD,STIHL BT-130	EA	979.95	1.00	979.95
3820-21-875-9496	EXTENSION, AUGER BIT, 16" NON	EA	144.95	1.00	144.95
8415-21-888-2251	HELMET, MOTORCYCLISTS, L	EA	229.95	2.00	459.90
8415-21-888-2252	HELMET, MOTORCYCLISTS, XL	EA	239.95	3.00	719.85
8415-21-888-7528	HELMET, MOTORCYCLISTS, XXL	EA	239.95	2.00	479.90
4010-21-870-0233	STRAP, TOW, W/ GRAB HOOKS	EA	28.79	1.00	28.79
2330-21-898-2678	TRAILER, ATV, UTILITY, RED	EA	1054.97	1.00	1054.97

TotalNXCost(\$)	35944.29
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Carrier Name	Way Bill No.	Shipping \$Cost
		0.00

Shipping Cost	0.00
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Grand Total	35944.29
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**Annex A**

Voucher #	I28348	Demand date	17/02/2026	F	
Name	<b>LIEBLAPPEN, ROSS</b>	Account #	P490	City	RANDOLPH CENTE
Division/Project : 2026 ALR, LIEBLAPPEN, ROSS - 706-26					
Branch Program : UNIVERSITIES					

**Field Equipment Unit  
OTTAWA**

FAC # :	Expiry date :
Boat certificate # :	Date :

Geographical loc. :	No. in Party :
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Inspection : / /	Pickup : / /	Destination : 25/06/2026
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Shipping info

Address :		
City :	Prov ON	Postal Code
Instructions : Ship to FEU-R		

Mailing info

Address :		
City :	Prov	Postal Code

Assigned to :	Date : / /	No of items : 3
Verify by :	Date : / /	Total Cost: 0.00
Released by :	Date : / /	

Approval authority :	Date : / /	EFEL # :
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Date shipped : / /	Carrier:
GBL # : NOT SIGNED ALR 26	Shipping Cost: 0.00
Waybill # :	

Signature of Consignee : \_\_\_\_\_

Date : 18/02/2026

**Field Equipment Unit  
Customer Estimate**

Account No : P490  
 Account Name : LIEBLAPPEN, ROSS  
 Program/Project : UNIVERSITIES / 2026 ALR, LIEBLAPPEN, ROSS - 706-26

Non-Expendable Items (NX)

NSN	DESCRIPTION	UOI	Unit Cost	Qty Reserved	\$Cost
5133-21-876-3065	CORING AUGER SYSTEM,ICE,9CM	KT	6250.00	1.00	6250.00
3820-21-876-7525	CORING, POWER HEAD, KOVACS	EA	901.04	1.00	901.04
<b>TotalNXCost(\$)</b>					<b>7151.04</b>

Non Refundable Item (NR)

NSN	DESCRIPTION	UOI	Unit Cost	Qty Reserved	\$Cost
5133-21-865-8647	DRILL BIT SET, SDS PLUS, HILTI	KT	225.00	1.00	225.00
<b>TotalXMCost(\$)</b>					<b>225.00</b>

Carrier Name	Way Bill No.	Shipping \$Cost
		0.00
<b>Shipping Cost</b>		<b>0.00</b>
<b>Grand Total</b>		<b>7376.04</b>

## **Schedule B**

### **Mandatory Criteria for Polar Continental Shelf Program Support**

#### **I. General**

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

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

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

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

## **II. Permits and Licences**

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

## **III. Health and Safety**

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

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

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

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

#### IV. Firearms

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

#### V. Charter Aircraft

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

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

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

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

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

## **VI. Insurance**

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

## VII. Shipping

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

## VIII. Dangerous Goods

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

## IX. Field Equipment

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

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

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

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

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

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

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