

MEMORANDUM OF UNDERSTANDING
(“MOU”)

between

Her Majesty the Queen in right of Canada,
as represented by the Minister of Fisheries and Oceans,
on behalf of the Canadian Hydrographic Service
(“CHS”)

and

Canada-Newfoundland And Labrador Offshore Petroleum Board, a board
established by the joint operation of section 9 of the *Canada-Newfoundland Atlantic
Accord Implementation Act* and section 9 of the *Canada-Newfoundland and Labrador
Atlantic Accord Implementation Newfoundland and Labrador Act*

(the “Recipient”)

(collectively the “Participants”)

regarding

Provision of CHS Boundaries and Limits Coordinates in Digital Form
(Not for Further Distribution and Not for Navigation)

This is a Memorandum of Understanding between the Canadian Hydrographic Service and the Recipient regarding provision of CHS digital latitude/longitude geographic coordinates of boundaries and limits (the “Data”) which have already been made public on official CHS charts, to the Recipient, not for further distribution except as otherwise provided herein. Some of these coordinates have been previously published in federal Orders-in-Council (C.R.C., c. 1547 – Fishing Zones of Canada (Zones 1, 2, and 3) Order; C.R.C., c. 1548 – Fishing Zones of Canada (Zones 4 and 5) Order; C.R.C., c. 1549 – Fishing Zones of Canada (Zone 6) Order; SOR/85-872 – Territorial Sea Geographical Coordinates (Area 7) Order; C.R.C., c. 1550 – Territorial Sea Geographical Coordinates Order), which remain in effect for all legal purposes. However, due to the ongoing evolution of the official CHS charts, including evolution in positioning technology, CHS is providing more refined coordinates for use for non-legal purposes.

1. The Recipient therefore acknowledges that:
 - a. Based on geographic feature information, CHS produced a set of interpreted maritime limits and boundaries on the NAD83 datum. This involved calculating datum shifts to convert the geographic coordinates listed in the Territorial Sea and Fishing Zone Orders. These datum shifts transformed the geographic coordinates from their original datum (primarily NAD27) to NAD83. The scale of the charts of origin affects the accuracy of these geographic coordinates.



- b. After transforming to NAD83, the position of the geographic coordinates of the baselines may still differ from the location of their corresponding physical features by 100 metres or more.
 - c. In this interpreted NAD83 data set, the straight lines that are geodesics have been interpolated to preserve the accurate representation of the geodesic arc on all map projections.
 - d. The geographic coordinates of the outer limits of the different maritime zones were geodetically calculated on the NAD83 datum using their geodetic distance from the baselines.
2. The Recipient acknowledges requesting the coordinates for the following boundaries and limits in the following geographic areas (the Data):
- a. Boundaries and limits requested: **Canadian 200M Outer Limit Offshore Newfoundland and Labrador & Canadian Economic Limit, St. Pierre Economic Zone, NL-NS Boundary Line SOR/2003-192 and Labrador Inuit Land Claims Agreement Zone.**
3. The Recipient acknowledges requesting the Data for the following Purpose(s):

As the regulator for petroleum-related work and activities in the Canada-Newfoundland and Labrador Offshore Area, the Recipient would like to use the Data on internal and external maps related to these regulated activities, as well the Recipient would use the Data to populate its Data Management System.

4. The Recipient agrees to the following terms and conditions governing the use of the Data:
- a. The copyright in the Data is the property of Her Majesty the Queen in right of Canada. The copyright is administered solely by CHS, and may not be sold, licensed, leased, assigned or given by the Recipient to a third party.
 - b. The Recipient agrees to acknowledge CHS as the source of the Data, and as the administrator of the copyright in the Data in any file, product or publication which is derived from or includes information from the Data, as follows:

This product has been produced by the Canada-Newfoundland and Labrador Offshore Petroleum Board and contains Canadian Hydrographic Service data, pursuant to CHS MOU 2018-1217-1260-C.

CHS boundaries and limits data included in this product should not be relied upon for precise positioning, for example without limiting the generality of the foregoing, for navigation, laying cable or pipelines, mooring, anchoring, dredging, trenching or geographic positioning applications.

This product does not meet the requirements of the *Charts and Nautical Publications Regulations, 1995* under the *Canada Shipping Act, 2001*. Official charts and publications, corrected and up-to-date, must be used to meet the requirements of those regulations.

- c. The Data may only be used or reproduced for:



- (i) the Purpose(s) set out in clause 3 above;
- (ii) creation and installation of one backup on the Recipient's system of each Data file; and
- (iii) sharing amongst employees of the Recipient for the Purpose(s) set out in clause 3 above. If the Recipient wishes to share the Data with contractors or collaborators, those persons will have to sign an MOU or Direct User Licence Agreement, as the case may be, with CHS.

Other than as specifically permitted pursuant to this MOU, the Recipient, and its consultants, affiliates and collaborators may not distribute, share or license the Data to any other parties, or post them on the Internet, without prior written approval from CHS;

- d. The Data will not be included in whole or in part in any commercial product, product offered for sale, or product to be used for navigation, unless production of such product is a permitted Purpose set out in clause 3 above, or unless CHS has provided prior written approval;
- e. CHS reserves the right to require the Recipient to provide a copy of the file, product or publication derived from the Data to CHS;
- f. The Recipient acknowledges that the Data does not meet the chart carriage requirements of the *Charts and Nautical Publications Regulations, 1995* under the *Canada Shipping Act, 2001* nor will any files, products or publications created by the Recipient from the Data. The Recipient agrees that it will not rely upon and will not permit its customers, clients, contractors or anyone else to rely upon the Data for precise positioning, for example, without limiting the generality of the foregoing, for navigation, laying cable or pipelines, mooring, anchoring, dredging, trenching or geographic positioning applications;
- g. CHS does not guarantee the accuracy, completeness or currency of the Data for any specific use. The Recipient acknowledges that the Data reflects the hydrographer's interpretation of the geographic coordinates published in the Orders-In-Council, which remain the official maritime boundaries coordinates for Canada; and that CHS has adapted those coordinates for use on CHS charts by modifying the Data to account for chart distortions due to generalization, scale and other factors in the chart production processes. The Recipient further acknowledges that the Data may not accurately plot on the Recipient's product(s);
- h. The Recipient agrees to ensure that there is adequate security in place to protect the Data from third party access; and
- i. The Recipient agrees to reimburse CHS for incremental costs and any applicable taxes for the Data.

Amount to be paid: \$ 30.00
 Method of payment: Credit Card

5. This MOU comes into effect on the date of the last signature below, and remains in effect until **28-Feb-2022** or terminated in accordance with clause 7 below.

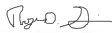


CHS #: 2018-1217-1260-C

Last edited: 2-May-2019

- 5. This MOU comes into effect on the date of the last signature below, and remains in effect until **31-Dec-2021** or terminated in accordance with clause 7 below.
- 6. CHS will not provide technical support in the use of the Data for the Recipient's Purpose(s).
- 7. This MOU may be terminated by mutual written consent, or by withdrawal of either Participant, by such Participant giving 60 days written notice to the other Participant. All restrictions on the use of the Data set out above shall survive termination. The Recipient agrees to destroy the Data within 15 days of termination of this MOU.
- 8. This MOU may be amended only with the mutual written consent of the Participants.
- 9. This MOU is not intended to be legally binding, and any disputes regarding the interpretation or implementation of this MOU will be resolved only by consultation between the Participants and will not be referred to a tribunal, court or any other third party for settlement.

DocuSigned by:



2019-Jun-05 | 10:56:41 PM NDT

Authorized Signature of Recipient

Date

Roger Grimes

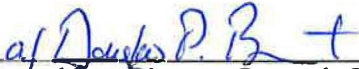
rgrimes@cnlopb.ca

Printed Name

E-mail address

C-NLOPB

Name of recipient government department or agency



2019-01-23

Approved by: Director General, Canadian Hydrographic Service and Hydrographer General of Canada

Date

