

**Workplace Safety North
Health and Safety Report**

Mutual Aid Agreements



Workplace Safety North recognizes that individual companies must develop health and safety policies and programs which apply to their workplaces and comply with appropriate legislation. The information contained in this reference material is distributed as a guide only to assist in developing those policies and programs.

While WSN cannot guarantee the absolute accuracy or sufficiency of this information, we will be pleased to respond to individual inquiries about this information at any time.

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1 INTRODUCTION

In mining there is a risk that any emergency can escalate into a major or prolonged incident that will require resources beyond the capabilities of an individual mine operation, particularly those in a startup or decommissioning phase, or simply small in scale.

Mutual Aid Agreements (MAAs) give mine operations of all sizes a tool to support their emergency response plans and emergency services by allowing mines to share resources. Sharing resources can significantly strengthen each mine operation's emergency response capability. Mine operations may reach MAAs with neighbouring operations to fulfill legislated obligations and/or provide an improved level of emergency response.

Such agreements are usually general in nature, and often but not always, require a reciprocal exchange of assistance. They create an understanding between mine operations that in a time of need, if possible, resources – personnel, materials, services – will be provided that will neither cost, nor profit, the aid provider. MAAs also ensure that administrative matters associated with providing mutual aid – release of personnel, cost recovery, liability – do not unnecessarily complicate response efforts.

But mutual aid agreements also impose legal and operational responsibilities and obligations on all parties to the agreement. Consequently the decision to enter a MAA needs to be carefully considered. The context must be developed; the risks identified, analyzed, and controlled; and if desired, an agreement negotiated, implemented, and monitored.

Properly developed MAAs establish a framework for communication and cooperation on emergency preparedness and during emergencies between mine operations; detail significant points of providing aid such as term, responsibilities, costs, and training; provide liability protection to the participating parties; and reduce the potential for misunderstandings between participating parties.

This document is intended to provide guidance on mutual aid agreements to mining sites in Ontario, but is not intended to be a substitute for legal or other professional advice.

2 REQUIREMENTS

2.1 The Occupational Health and Safety Act:

Sect. 25

- (2) Without limiting the strict duty imposed by subsection (1), an employer shall, . . .
(h) take every precaution reasonable in the circumstances for the protection of a worker;

2.2 Regulation 854, Mines and Mining Plants:

Sect. 17

- (4) The owner of a mine shall make available, at the owner's expense,
(a) an adequate number of workers to be taught and trained in mine rescue work,
and
(b) training facilities and adequate storage for training materials and equipment.

2.3 Workplace Safety and Insurance Board Mutual Aid Agreements for Mine Rescue, Document 12-04-11

Policy – Mine rescue workers participating in a WSIB-approved Mutual Aid Agreement are considered workers of their regular employer during mine rescue operations off the premises of the regular employer.

Accident costs arising from injuries during off-premises mine rescue operations are not included for experience rating purposes.

Definition – A *Mutual Aid Agreement* is a formal agreement between two mining employers under which one employer provides a mine rescue team to the other employer in an emergency. A standard mine rescue team consists of five people trained to respond to emergencies (primarily to underground fires).

(Though the WSIB definition specifically refers to mine rescue teams, in practice MAAs in industry are prepared to send any required resources – equipment, materials, two men, seven men, etc... We recommend the approach taken by employers to work out an agreement to address any human resources.)

General – The participating mine employers must sign the *Mutual Aid Agreement*, and a copy of the agreement must be submitted to the Director, Mining Sector, for approval and coverage under this policy.

Rules for coverage – Mine rescue workers are covered under this policy and are considered to be in the course of their employment when responding to an emergency at the premises of the recipient employer, whether they are:

- travelling to the emergency from their home or place of regular employment
- carrying out their duties at the emergency, or
- returning to their regular employment or home after the emergency, using the most direct or uninterrupted route.

Employer premiums – Wages paid by the regular employer to mine rescue team members responding to an emergency under this policy are considered insurable earnings. The premiums on those earnings are paid by the regular employer.

Reporting accidents – The regular employer is responsible for completing and submitting the *Employer's Report of Injury/Disease* (Form 7). See 15-01-02, Employer's Initial Accident Reporting Obligations, for more information.

To ensure the exclusion of accident costs for experience rating purposes, the regular employer identifies mine rescue accidents covered under this policy on the Form 7 as *Mutual Aid Mine Rescue*. The regular employer completes the rest of the form in the usual manner by providing its WSIB firm number, rate group number, etc. The employer also enters the classification unit code of the activity in which the worker is engaged with the regular employer.

Accident costs not experience rated – Accident costs resulting from injuries incurred during off-premises mine rescue operations are recorded on the regular employer's Accident Cost Statement. However, these costs are not included when calculating refunds or surcharges under the regular employer's experience rating plan.

Regular employer's obligations – If a mine rescue worker receives benefits under this policy, the regular employer is responsible for complying with the obligations related to:

- return to work (see 19-02-02, The Goal of ESRTW and the Roles of Parties)
- re-employment (see 19-04-02, Re-employment Obligations)
- employment benefits for one year after injury (see 18-01-12, Employer Contributions to Worker Benefits)

3 RESPONSIBILITIES

All Ontario mine operations, whether managed by the owner or a contractor, must be able to implement an effective response in an emergency situation by following a standard set of practices and procedures to ensure the proper and timely co-ordination of personnel and equipment.

The suggested ratio of trained personnel should be one trained individual available for each five underground employees, until one five-member team is available. At this point, a full mine rescue training program will begin. When two teams are available and regular mine rescue training commences, consideration will be given to establishing a mine rescue substation.

- a) **Up to 24 underground workers** – Two to four trained personnel available so they can act as guides. Besides being trained rescue personnel, they must be familiar with the mine.
- b) **25 to 50 underground workers** – Requires a minimum of 10 trained personnel available to form two teams with reserve personnel being available from a nearby property.
- c) **51 to 100 underground workers** – Requires a minimum of 15 trained personnel available to form three teams with reserve personnel being available from a nearby property.
- d) **Over 100 underground workers** – Requires a minimum of 20 trained personnel available to form four teams. An additional five trained personnel are required for every 100 employees. The maximum established by Mine Management in consultation with the Mine Rescue Officer. Reserve personnel may be available from a nearby property.

The numbers above are the minimum numbers and, when establishing a mine rescue roster, history has shown that at least 30 per cent of the trained personnel will not be available at any one time, so the additional numbers must be included. Point-in-time evaluations need to be conducted on a regular basis to ensure adequate availability of mine rescue teams. The number of trained personnel must ensure adequate availability at all times.

The suggested ratio recognizes that small, new or decommissioning operations may not be able to support a full mine rescue team or to create an initial three-team rotation, and that even larger operations may not be able to establish six- or nine-team rotations. In these instances, the mine emergency plan should reflect this, and mutual assistance agreements should be made with neighbouring operations.

Mine operators are responsible to ensure mutual aid arrangements are made with other nearby established mining operations for mine rescue assistance. If neighbouring mine rescue teams are required, the aid recipient should ensure trained personnel are available to receive the arriving teams and to act as their on-site guide.

Mine operations participating in a mutual aid agreement must sign the agreement and forward a copy of the agreement to the Director, Mining Sector, of the Workplace Safety and Insurance Board for approval and coverage.



4 RISK ASSESSMENT

The importance of conducting a thorough risk assessment before entering a MAA must be emphasized. For any mine operation the decision to enter a mutual aid agreement should be made on a case-by-case basis with a clear understanding of:

- The context of the mutual aid agreement
- The risks associated with the MAA
- An assessment of those risks
- Controls to treat those risks
- A plan to monitor, review, and consult about the MAA

A mutual aid agreement does not reduce a mine operation's responsibility to provide adequate emergency response to its own facility. Nor should an MAA impair an operation's capability to adequately respond to its own emergency while providing aid to another partner in the agreement.

4.1 Establishing Context

Before entering into a mutual aid agreement, mine operators and contractors should deliberate on why the mine operation should participate, under what circumstances they may require aid or provide aid, and the implications of providing and receiving aid.

Knowing the context will help determine whether an MAA is necessary or desirable, as well as identify and assess risks that need to be controlled, and control measures that may need to be placed in any agreement.

Considerations include:

- The purpose of the agreement – is this a single-recipient agreement to provide aid to or receive aid from a single operation, or a multi-recipient agreement with two or more parties sharing resources?
- The scope of the agreement – is this an agreement to provide/receive generic services, or an agreement to provide/receive specific services?

- Legal obligations – would the agreement infringe on the mine’s legal obligations or impair its ability to meet legal obligations? Does it help the mine meet its legal obligations?
- Affected stakeholders (employees, contractors, mine rescue volunteers, company shareholders, the public) – what impact could the agreement have on each group of stakeholders? Is the impact acceptable? Can it be made to be acceptable?
- Risk priorities – what impact could the agreement have on risk priorities (safety, production, financial, environmental, reputation)?

4.2 Identify Risks

In general, mine operations enter into mutual aid agreements to reduce the risk of being unable to adequately respond to an emergency situation, but entering a legally binding contract creates another category of risks set by the terms of the agreement.

These risks can include insurance and liability issues, the need to have a higher minimum response capability, the need to cover an aid provider’s costs, the need to participate in training programs, the potential loss of production due to responding to an emergency at another operation.

Reviewing potential emergency scenarios will assist in identifying risks.

4.3 Assess Risks

Assessing the risks allows mine operations to determine the possible outcome, whether the risks are acceptable or unacceptable, and whether control measures can be implemented to make the risks acceptable.

In assessing risks, mine operators should consider the likelihood of the risk occurring and harm resulting from it, as well as the range of consequences of that harm. The risks should be analyzed for possible controls, and prioritized based on the operation’s risk priorities.

Risk assessment may take into account:

- What kind of emergencies can be anticipated (falls of ground, rock bursts, fires, etc.)
- Location of the mine (remote versus urban setting)

- The stage of the mining project (more vulnerable during commissioning or decommissioning stages due to relative low number of workers)
- How far away are neighbouring mining operations (how long would it take for them to render assistance)

This assessment will enable a mine operation to determine whether the overall risk of entering an agreement is acceptable or not. It should be noted that an individual risk may be rated high, but still be deemed acceptable. For example, the risk of a large financial liability may be rated high, but considered acceptable if other risks (safety, legal, etc.) are higher criteria and/or are lessened.

4.4 Control, Monitor and Review Risks

Control measures can eliminate risks associated with mutual aid agreements or reduce them to an acceptable level. Such measures may be included in the agreement, for example, placing a limit on the assistance a mine operation may provide so that it is still capable of adequately responding to its own emergency.

Since mine operations, especially startups and decommissionings, are not always static operations, participants should regularly review the decision to enter into an MAA to ensure that the agreement is still necessary, as well as the terms of the agreement to ensure that it still meets their needs.

Ongoing consultation and communications between participants will allow:

- Participants to better understand their obligations
- Changed circumstances to be taken into account
- The ongoing assessment of the mutual aid agreement

5 IMPLEMENTING AN MAA

The general terms and implications of a mutual aid agreement must be communicated to all affected individuals, particularly:

- Individuals who will execute the plan, and
- Mine rescue volunteers who will respond to an emergency

All individuals must not only know how the agreement affects their role during an emergency, but must have a clear understanding of the chain of command when responding to a call from a mine seeking assistance.

Joint training exercises, even if not addressed in the mutual agreement, are highly recommended.

The provisions of the mutual aid agreement should be addressed in participating mines' emergency plans.

6 MUTUAL AID AGREEMENT CONTENT

A mutual aid agreement is a contract that binds the participants to certain obligations. When mine operations identify a need for a mutual aid agreement, the participants should ensure that their rights and obligations are carefully considered and appropriate measures agreed upon to fulfill the intent of the agreement.

A range of considerations and details may be included in a mutual aid agreement, including the following:

Level of Aid – Generally, an aid provider has the discretion on whether to provide aid or how much aid to provide. A mutual aid agreement, however, can be more detailed specifying a minimum level of aid, specific equipment, the duration of time aid will be available, or other elements. The agreement may also specify the type of emergency – fire, falls of ground, flooding – eligible for assistance, or the type of assistance – non-recovery, technical – to be provided.

Assistance Activation – Mutual aid agreements should outline the process of requesting aid and approval of that request. It should clearly identify who has the authority to request aid and who has the authority to approve providing aid. It should be equally clear in identifying how aid will be terminated by either the aid recipient or the aid provider.

Assistance Termination – Similarly, agreements should outline the process of terminating aid, again clearly identifying who has the authority to terminate the assistance on behalf of the aid recipient and on behalf of the aid provider. The agreement may detail how personnel are released, equipment returned, and the disposal of used materials.

Cost Recovery – Mutual aid agreements usually ensure that costs incurred by the aid provider will be covered by the aid recipient. It is important to identify when the MAA starts and ends to identify what costs may be recovered.

The agreement may detail specific costs to be covered including:

- Travel costs to and from the mine site
- Salaries, wages, benefits, including overtime and any allowances
- Meal and accommodation costs
- Equipment/gear replacement/maintenance
- Any additional training expense
- Indirect costs

Operational Matters – The need for participants in a mutual aid agreement to consult and cooperate on operational matters before, during and after activation should be self-evident. Some issues may be dealt with outside of the agreement, but operational matters critical to the agreement may be included in the MAA. They may include:

- Joint training exercises
- The development of joint emergency response plans
- Qualifications of personnel responding to the emergency
- Appointment of Emergency Control Group members
- Control group responsibilities
- A communication channel between aid recipient and aid provider(s)

Liability/Insurance – All parties to a mutual aid agreement can incur significant liability in responding to and managing an emergency situation. Potential liabilities include personal injuries, property damage, product loss and environmental damage. Generally aid recipients agree to indemnify and hold the aid provider harmless from any liabilities incurred as a result of the situation. All parties usually agree to hold sufficient insurance and types of policies to meet any liabilities that may arise under the agreement.

Agreement Maintenance – Short-term mutual aid agreements of three months may not require regular review and maintenance. Longer term agreements, however, should be regularly reviewed as a risk management exercise and to ensure the agreement remains workable and acceptable to all of the parties. Agreement maintenance is not intended to re-open negotiations but to facilitate the intent of the MAA.

Arbitration/Dispute Resolution – A process may be set out to help resolve disputes arising under the mutual aid agreement.

Term – Mutual aid agreements should have definite terms. The life of the term may be determined by the status of the mine operations participating in the agreement. For example, operations in a startup or decommissioning mode will likely be involved in shorter term agreements, as their needs and capabilities can be expected to change quickly, while established operating mines have comparatively stable needs and capabilities.

Other contract provisions may include:

- Introduction or a brief description of the agreement, including background, need and purpose
- Identification of all parties to the agreement
- A statement that the agreement is not intended to be exclusive and that other agreements may be entered into by the participating parties

- A stipulation on where any notices required under the agreement are sent and under what circumstances
- A signature block for the key executives and officials of all participating parties

Examples of mutual aid agreements (multi-recipient and a single-recipient) are included in the appendices. These examples are intended as guidance material and parties entering into agreements must address issues specific to their situation.

7 APPENDICES

- 1 – **Sample of Multi-recipient MAA** – This MAA sample is intended as guidance material and parties entering into agreements must address issues specific to their situation.
- 2 – **Sample of Single-recipient MAA** – This MAA sample is intended as guidance material and parties entering into agreements must address issues specific to their situation.
- 3 – **Related Resources Available from Workplace Safety North**

Appendix 1 – Multi-recipient MAA

ONTARIO MINE RESCUE MUTUAL AID AGREEMENT

THIS AGREEMENT made with effect as of the ___ day of _____, 20__.

B E T W E E N:

XXX, a corporation incorporated under the federal laws of Canada, as operator of **MINE SITE(S)**

(hereinafter referred to as “**XXX**” or “**X**”)

- and -

YYY a corporation existing under the laws of the Province of Ontario as operator of **MINE SITE(S)**.

(hereinafter referred to as “**YYY**” or “**Y**”),

WHEREAS:

- A. **XXX** owns and operates a highly integrated mining, and milling operation in **LOCATION**, Ontario, and over the years, as part of its undertaking, has caused to be created teams of personnel who have received and continue to receive training in the techniques of underground mine rescue as per Ontario Mine Rescue requirements under Workplace Safety North (“**WSN**”) resulting in **XXX** having mine rescue teams who are available to provide underground rescue services in the event of an underground emergency;
- B. **YYY** owns and operates a highly integrated mining and milling operation in **LOCATION**, Ontario, which has also created teams of personnel who have received and continue to receive training in the techniques of underground mine rescue as per Ontario Mine Rescue requirements under **WSN**, resulting in **YYY** having mine rescue teams who are available to provide underground rescue services in the event of an underground emergency;
- C. **XXX and YYY** wish to enter into an mutual aid agreement to make provision for **XXX** to make available to **YYY** and for **YYY** to make available to **XXX** in **LOCATIONS**, Ontario, when each of **XXX and YYY** are able to do so in emergency situations arising within the general **LOCATIONS**, Ontario region, the services of certain of its personnel who have been trained in mine rescue techniques with the intent that such personnel shall assist either of **XXX or YYY**, with the objectives to:
 - a. Ensure the safety of mine rescue and recovery teams;
 - b. Find trapped or missing miners and bring them to surface;
 - c. Responds to and resolve fire and none fire emergencies; and

- d. Examine the mine for dangerous concentrations of any noxious gases that would prevent normal operations in any part of the mine, as the case may be, in mine rescue situations;
- D. **XXX and YYY**, subject to the terms and conditions hereinafter set out, are agreeable to providing such mine rescue personnel;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties covenant and agree as follows:

ARTICLE 1 MUTUAL AID AND TERM

1.1 Parameters of Mutual Aid

- (a) In this Agreement, “**Aid Provider**” shall mean the company that will be providing the mine rescue aid in each particular emergency situation and may, depending upon the circumstances, be either of **XXX or YYY**;
- (b) In this Agreement, “**Aid Recipient**” shall mean the company that will be receiving the mine rescue aid in each particular emergency situation and may, depending upon the circumstances, be either of **XXX or YYY**;
- (c) In all situations where **XXX** is the Aid Provider, **YYY** shall be considered the Aid Recipient under the terms of this Agreement and, conversely, in all situations where **YYY** is the Aid Provider, **XXX** shall be considered the Aid Recipient under the terms of this Agreement.
- (d) This Agreement is being executed as a “**Mutual Aid Agreement**” as defined under policies of the Workplace Safety and Insurance Board (“**WSIB**”) and guidelines specified in the Ontario Mine Rescue Health and Safety Report: Mutual Aid Agreements.
- (e) The Aid Recipient hereby requests and, subject to the terms and conditions hereinafter set out, the Aid Provider agrees, in circumstances where it is able to do so, to make available the services of certain mine rescue personnel, trained pursuant to Section 17 of R.R.O. 1990, Reg. 854 of the *Occupational Health and Safety Act* (“**OHS**”), and any other applicable regulation.
- (f) The services of the Aid Provider's mine rescue personnel as anticipated by this Agreement shall be restricted to emergency situations arising in the general region of **LOCATION**, Ontario only.

1.2 Duration of Agreement

This Agreement shall be effective for **NUMBER** years, commencing as of the Effective Date and expiring on **DATE**, provided that the Agreement shall be terminable by either party upon 30 days written notice to the other.

1.3 Recognition of Agreement

The validity of this Agreement as a component of the Ontario Mine Rescue **DISTRICT** District Emergency Response Plan is conditional upon such being submitted to Ontario Mine Rescue (a part of WSN) pursuant to the Ontario Mine Rescue Health and Safety Report: Mutual Aid Agreements. Such recognition is attached hereto as Schedule “B” to this Agreement.

ARTICLE 2 MOBILIZATION AND OPERATION

2.1 Mobilization

In the event of an emergency, the Aid Recipient shall contact the Aid Provider, review the situation and formally request the services of the Aid Provider's mine rescue personnel. Upon receipt of such request, the Aid Provider shall assess the nature and the magnitude of the request and the Aid Provider shall review its then-current requirements for mine rescue personnel at its own operations, including subject to R.R.O. 1990, Reg. 854 of OHSA, and the Aid Provider shall formally advise the Aid Recipient of the nature and the extent of its ability to provide to the Aid Recipient the mine rescue assistance requested.

In the event that the Aid Provider is able to provide mine rescue personnel to the Aid Recipient, the Aid Provider's mine rescue personnel shall immediately proceed to the Aid Recipient's facilities and render such assistance as they are able to provide given the circumstances at the time and place of the emergency.

Aid Provider shall only provide mine rescue personnel pursuant to this Agreement if such actions would not unreasonably diminish Aid Provider's capacity to provide basic emergency services to its own facilities. Nothing in this Agreement shall require Aid Provider to: (a) maintain sufficient mine rescue personnel at its Aid Provider site to ensure availability of such personnel when requested by Aid Recipient; or (b) rendering aid by way of providing personnel and/or equipment at the Aid Recipient's request. The amount and type of equipment and/or number of personnel to be sent in response to a request from the Aid Recipient will be at the discretion of the supervisory person of the Aid Provider.

2.2 Communication & Supervision

While at Aid Recipient's facilities:

- (a) Aid Provider's coordinator will be briefed at the Aid Recipient's mine site by Aid Recipient's supervisor in charge.
- (b) Aid Recipient shall ensure trained personnel are available to receive the Aid Provider's team and to act as the team's on-site guide.

2.3 Access

The Aid Recipient agrees to provide access to its sites and facilities to the Aid Provider for the purpose of rendering aid as contemplated in this Agreement, provided that the Aid Provider shall at all times remain subject to the direction of the Aid Recipient with respect to such access, and the Aid Recipient shall at all times conduct itself in compliance with all applicable laws and safety and security policies of the Aid Recipient.

2.4 Supply of Materials

The Aid Recipient acknowledges that the breathing apparatus used by Ontario Mine Rescue certified personnel is owned and maintained by the WSN and is brought by the Mine Rescue Officer to the mine location. The Aid Recipient shall be responsible for acquiring the requisite breathing apparatus from the WSN for the Aid Provider's mine rescue personnel.

ARTICLE 3 EMPLOYMENT STATUS, BENEFITS & COSTS

3.1 Employment Status & Charges

While traveling to and from the Aid Recipient's facilities (using the most direct route) and while present at the Aid Recipient's facilities, all Aid Provider's mine rescue personnel and any other of the Aid Provider's employees who are involved in the mine rescue shall remain employees of the Aid Provider and the Aid Provider shall be responsible for all wages, salaries, costs and/or expenses of its mine rescue employees and/or other Aid Provider's employees. Such expenses shall include any supplementary Workplace Safety and Insurance Board assessments to the Aid Provider should an Aid Provider employee providing aid suffer compensable injury or death while traveling to or from or while participating in the mine rescue at the Aid Recipient's facilities ("**WSIB Charges**"), and any reasonable costs and expenses (including legal fees) incurred in the event the Aid Provider must make representations to regulatory officials with respect to the emergency situation.

3.2 Reimbursement of Costs

- (a) The Aid Recipient, upon receipt of written demand, shall immediately reimburse the Aid Provider for all wages, salaries, costs, expenses and/or WSIB Charges associated with the Aid Provider rendering assistance to the Aid Recipient as anticipated by this Agreement.
- (b) Reimbursable costs include without limitation, salaries, wages, benefits (including overtime and any allowances), transportation cost, meals and accommodation costs, material costs, equipment/gear replacement/maintenance cost. Internal indirect costs shall be apportioned on a pro-rata basis.
- (c) Reimbursement of Aid Provider's mine rescue personnel by Aid Recipient will be according to the billing sent to Aid Recipient properly identifying the rate paid to the individual rescue personnel involved. Receipts shall be provided where available.

3.3 WSIB and N.E.E.R. Rating

- (a) The effectiveness of this Agreement is conditional upon such being submitted to and approved by the WSIB pursuant to WSIB Operations Policy 12-04-11. Such approval is attached hereto as Schedule "A" to this Agreement.
- (b) It is the intention of the parties that this agreement shall be a Mutual Aid Agreement as that term is interpreted by the WSIB under Policy 12-04-11, as revised, and that accident costs resulting from injuries to employees acting under this Agreement shall not be included in Aid Provider's experience rating.
- (c) The Aid Provider and the Aid Recipient agree to work together to obtain confirmation by way of a written ruling from the WSIB that an injury or death sustained by any of the Aid Provider's employees while traveling to or from the Aid Recipient's facilities, or while participating in the mine rescue operation at the Aid Recipient's facilities, will not be included in the New Employer Experience Rating (N.E.E.R.) for the Aid Provider.
- (d) In the event of any change in any law, regulation, policy or interpretation such that the interpretation in Section 3.3(b) is not the case, either party may immediately terminate this Agreement on written notice to the other party.

ARTICLE 4 LIABILITY

4.1 Assumption of Liability

The Aid Recipient agrees to assume full responsibility and liability for any loss or damage, both to its property and personnel, arising out of or in connection with the mine rescue assistance provided pursuant to this Agreement.

4.2 Indemnity

The Aid Recipient agrees to indemnify and hold harmless the Aid Provider, its affiliates and their respective shareholders, directors, officers and/or employees with respect to any and all actions, causes of actions, claims and/or demands for damages, loss and/or injury howsoever arising, including but not limited to personal injuries, property damages, product loss and environmental damage, which may be alleged to be suffered by the Aid Recipient, its shareholders, directors, officers, employees, contractors and/or invitees, and/or any third parties, which actions, causes of action, claims and/or demands may or do arise as a consequence of the Aid Provider rendering the mine rescue assistance as anticipated by this Agreement.

**ARTICLE 5
GENERAL**

5.1 Notice

Any notice, request or other communication (in each case, a “**Notice**”) required or permitted to be given hereunder shall be in writing and shall be delivered by hand or transmitted by telecopier or facsimile transmission addressed as follows:

(a) If to **XXX**:

To: **XXX**

ADDRESS LINE 1

ADDRESS LINE 2

ADDRESS LINE 3

Attention: Mine General Manager

Fax: **NUMBER**

with a copy to:

XXX - Legal (if necessary)

ADDRESS LINE 1

ADDRESS LINE 2

ADDRESS LINE 3

Attention: Legal Department

Fax No.: **NUMBER**

and

(b) If to **YYY**:

To: **YYY**

ADDRESS LINE 1

ADDRESS LINE 2

ADDRESS LINE 3

Attention: Mine General Manager

Fax No.: **NUMBER**

with a copy to:

YYY – Legal (if necessary)

ADDRESS LINE 1

ADDRESS LINE 2

ADDRESS LINE 3

Attention: Legal Department

Fax No.: **NUMBER**

Either **XXX** or **YYY** may change the address at which a Notice is to be given pursuant hereto, by giving notice of the change pursuant to this Section 5.1. Any Notice given in accordance with this section, if transmitted by telecopier, shall be deemed to have been received on the next business day following transmission and acknowledgment of receipt by the recipient's fax machine or if delivered by hand shall be deemed to have been received when delivered.

5.2 Governing Law

This Agreement and the Easement shall be governed by and interpreted in accordance with the Laws of the Province of Ontario and the federal Laws of Canada applicable in such province and the Parties hereby attorn to jurisdiction of the Courts of Ontario.

5.3 Counterparts

This Agreement may be executed in counterparts and delivered by facsimile transmission or in pdf format (with executed originals to be delivered immediately thereafter), each of which shall constitute an original and each of which taken together shall constitute one and the same instrument.

5.4 Amendment

This Agreement may only be amended, altered or modified by written agreement signed by both Parties.

5.5 Entire Agreement

This Agreement contains the entire agreement between the **XXX** and **YYY** in respect of the subject matters herein and supersedes all prior agreements, term sheets, statements, representations, understandings, warranties, communications and negotiations, whether oral or written, with respect to the subject matters of this Agreement.

5.6 Severability

The validity or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and such invalid or unenforceable provision shall be deemed to be severable.

5.7 Limitation of Liability

In no event shall XXX or its affiliates be responsible or liable under or pursuant to this Agreement for any direct, or indirect, or consequential damages, including but not limited to interruption of business or loss of profit, sustained by YYY or its affiliates, howsoever caused.

In no event shall YYY or its affiliates be responsible or liable under or pursuant to this Agreement for any direct, or indirect, or consequential damages, including but not limited to interruption of business or loss of profit, sustained by XXX or its affiliates, howsoever caused.

5.8 Force Majeure

Aid Provider shall not be liable for any failure to perform its duties or obligations under the Agreement if such failure is caused by circumstances beyond its control including, without limitation, riots, wars, civil disturbances, acts of terrorism, interference by third parties, natural events including weather, labour unrest, work slowdown or stoppage or legal restrictions.

5.9 Survival

ARTICLE 4 (Liability) and Section 5.7 (Limitation of Liability), and all applicable definitions, cross-referenced provisions and applicable schedules, shall continue in full force and effect for a period of three years from the date of termination, surrender or expiration of this Agreement.

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IN WITNESS WHEREOF the parties have executed this agreement as of the date first referred to above.

XXX

Per: _____

Name: _____

Title: _____

YYY

Per: _____

Name: _____

Title: _____

SCHEDULE "A"
WSIB APPROVAL OF MUTUAL AID AGREEMENT

TO: **XXX**

AND TO: **YYY**

RE: **MUTUAL AID AGREEMENT**

This will confirm that the attached Ontario Mine Rescue Mutual Aid Agreement dated: **DATE**, made between **XXX and YYY** complies with the *Workplace Safety & Insurance Board of Ontario's* Policy No. 12-04-11 (Mutual Aid Agreements for Mine Rescue), is hereby approved.

IN WITNESS WHEREOF the party acknowledges this agreement as of the date first referred to above.

Workplace Safety & Insurance Board - Ontario

Per: _____

Date: _____

Name: **NAME**

Title: Director, Service Delivery



SCHEDULE "B"
ONTARIO MINE RESCUE RECOGNITION OF MUTUAL AID AGREEMENT

TO: **XXX**

AND TO: **YYY**

RE: **MUTUAL AID AGREEMENT**

This will confirm that the attached Ontario Mine Rescue Mutual Aid Agreement dated: **DATE**, made between **XXX** and **YYY** is hereby recognized as a component of the Ontario Mine Rescue **LOCATION** District Emergency Response Plan.

IN WITNESS WHEREOF the party acknowledges this agreement as of the date first referred to above.

Ontario Mine Rescue (a part of Workplace Safety North)

Per: _____

Date: _____

Name: **NAME**

Title: General Manager, Ontario Mine Rescue
 Workplace Safety North



Appendix 2 – Single-recipient MAA

THIS MUTUAL AID AGREEMENT effective the ____ day of _____, 20__.

Between:

XXX
Address
XXXXXXXX, Ontario

hereinafter referred to as “XXX”

and

YYY
Address
YYYYYYY, Ontario

hereinafter referred to as “YYY”

Witness that **XXX** and **YYY** undertake and agree as follows:

This Agreement shall be effective as of the _____ day of _____ and shall continue in full force and effect until terminated in accordance with the provisions hereof.

The term “**XXX**” refers to the party supplying mine rescue assistance hereunder to the other party.

The term “**YYY**” refers to the party who may request mine rescue assistance hereunder from the other party.

XXX agrees to provide mine rescue assistance as requested by **YYY** in the event of an emergency, subject to availability and readiness of rescue personnel, and the following conditions.



Mobilization and Operation

1. **XXX**, upon receiving a request from **YYY** Project Manager or designate, will call out its mine rescue team and arrange transportation of personnel and equipment to **YYY's** mine site.
2. The **XXX** Mine Rescue Coordinator or designate will be a member of the **YYY** control group, and will be responsible to oversee the safety of the team.
3. **XXX's** Coordinator and or Briefing Officer will be in direct control of, and will be the only individuals to issue instructions to, **XXX's** mine rescue personnel.
4. **XXX's** Coordinator will be briefed at the **YYY** mine site by **YYY's** supervisor in charge.
5. Subject to paragraph 6 below, any action or plans of action undertaken by **XXX's** mine rescue personnel will be at the request of and approved by **YYY's** supervisor in charge.
6. All decisions regarding mine rescue activities undertaken by **XXX** personnel at the **YYY** site shall be within the sole discretion of the **XXX** Mine Rescue Coordinator. Without limiting the forgoing, the **XXX** Mine Rescue Coordinator may refuse to engage any **XXX** personnel in any activity that he considers, in his sole discretion, could jeopardize the health and safety of any such personnel. Further, the **XXX** Mine Rescue Coordinator may require **XXX** or other mine rescue personnel involved (including **YYY** personnel provided in accordance with paragraph 9 below) to undertake any action he determines, in his sole discretion, is required to ensure the health and safety of any such personnel.
7. For reimbursement purposes, **XXX's** Coordinator and Briefing Officer are considered as active mine rescue team members supplied by **XXX**.
8. The mine rescue team shall normally consist of no less than five fully trained members plus the Coordinator and Briefing Officer. To be classified as fully trained, team members must possess a standard Ontario Mine Rescue training certificate or its equivalent in good standing.
9. If requested and available, **YYY** will provide a guide as a fully trained member to be part of and accompany **XXX's** team underground.
10. **YYY** shall at all times maintain its site and operations in compliance with the Occupational Health and Safety Act. Without limiting that obligation in any way,

XXX may, at XXX's expense, require a health and safety audit of the YYY site and operations by a consultant of XXX's choosing once in any calendar year. Should XXX become aware of any non-compliance with the Occupational Health and Safety Act, whether through an audit or otherwise, XXX may, on written notice, suspend its obligations under this Agreement until such non-compliance has been remedied to the satisfaction of XXX.

11. YYY shall provide to XXX copies of all Ministry of Labour inspection reports and orders issued to it regarding the YYY site, and any compliance notices provided to the Ministry of Labour by YYY, as soon as reasonably possible after they are received or issued by YYY.

Reimbursement and Benefits

1. XXX's mine rescue personnel's wages and benefits are to be paid in the regular fashion by XXX but will be reimbursed to XXX by YYY in the following manner:
 - i) Reimbursement will be made for all costs incurred by XXX from the time the first telephone call is made to request assistance until such time as assistance is no longer required. This will include preparation and stand by time at the XXX mine site, travel time to and from the XXX mine site, preparation and stand-by time at the YYY mine site, and any required briefing or debriefing including the preparation of any required reports.
 - ii) YYY will reimburse XXX for all its actual costs incurred, including, without limitation, wages, benefits, transportation and material.
 - iii) Reimbursement of XXX's mine rescue personnel by YYY will be according to the billing sent to YYY properly identifying the rate paid to the individual rescue personnel involved.

It is the intention of the Parties that this agreement shall be a Mutual Aid Agreement as that term is interpreted by the WSIB under Policy 12-04-11, as revised, and that accident costs resulting from injuries to employees acting under this Agreement shall not be included in XXX's experience rating. In the event of any change in any law, regulation, policy or interpretation such that this is not the case, XXX may immediately terminate this agreement on written notice to YYY. YYY also agrees to assume full responsibility and liability for any loss or damage to its property.

2. Any expenses for which YYY is required to reimburse XXX will be at XXX's full actual cost.
3. **Calculation of Mine Rescue Pay for Emergency or Recovery Operations**
 - i) Rates of Pay (Special Rate)



The rate of pay for emergency duty, termed Special Rate, is based on the employees regularly paid hourly wage rate, plus honorarium, for any participation Mine Rescue Team member by XXX.

ii) Scale of Pay

For each hour in apparatus or performing emergency work.

Two and one half (2 ½ x) Special Rate

For each hour on standby with a machine fully tested ready for an emergency work.

Two (2x) Special Rate

For each hour on property on reserve but subject to call for duty.

One and one half (1 ½ x) Special Rate

XXX shall not be liable for any failure to perform its duties or obligations under the Agreement if such failure is caused by circumstances beyond its control including, without limitation, riots, wars, civil disturbances, acts of terrorism, interference by third parties, natural events including weather, labour unrest, work slowdown or stoppage or legal restrictions.

XXX shall only be obliged to provide mine rescue personnel pursuant to this Agreement if such personnel are available at its XXX mine. Nothing in this Agreement shall require XXX to maintain sufficient mine rescue personnel at its XXX site to ensure availability of such personnel when requested by YYY.

YYY agrees to indemnify XXX, its Officers, Directors, employees and agents with respect to any loss, damage, charge, cost, expense and claim arising out of injury to any person or damage to any property, however caused, which XXX, its Officers, Directors, employees and agents may incur by reason of any mine rescue or related activities carried out by XXX mine rescue personnel under this Agreement.

If any incident occurs at XXX's premises which requires XXX mine rescue personnel while those rescue personnel are assisting YYY, YYY will make those personnel available immediately to XXX and XXX shall be released of its obligation to provide such rescue personnel under this Agreement.

This agreement may be terminated by either party at any time by giving to the other party thirty (30) days notice in writing of its intention to terminate this Agreement.



Signed:

Date: _____

XXX
Address
XXXXXXXX, Ontario

Name: _____

Signature

Date: _____

YYY
Address
YYYYYYY, Ontario

Name: _____

Signature



Appendix 3 – Other Workplace Safety North Resources

Publications:

- Emergency Preparedness Guidelines
- Emergency Response Planning for Shaft Sinking
- Emergency Response Planning for Surface Mines
- Emergency Simulation Guideline for Underground Mines
- Handbook of Training in Mine Rescue and Recovery Operations
- Mine Rescue Refuge Stations Guidelines
- Point-in-Time Tool
- Mine Rescue Emergency Preparedness and Planning Audit
- Emergency Response Capability Checklist

Courses:

- Introductory Mine Rescue Training
- Prepare for Emergencies
- Supervisory/Management Mine Rescue Training

