

Memorandum of Understanding
(hereinafter referred to as “MOU”)

between the

Association of Canada Lands Surveyors
(hereinafter referred to as “ACLS”)

And the

Surveyor General of Canada Lands, Earth Sciences Sector, Natural Resources Canada
(hereinafter referred to as “SGB”)

(hereinafter jointly referred to as the “Participants”)

concerning

Collaboration in Cadastral Surveying and Land Administration

WHEREAS the Participants, on the basis of this MOU, are mutually interested in developing and reinforcing their cooperation in the field of cadastral surveying, land administration, and property rights infrastructures in Canada;

WHEREAS this MOU establishes a framework for this cooperation in joint investigations and exchanges concerning the development of cadastral systems on Canada Lands, and;

WHEREAS the Participants are participating in this MOU with a view to ensuring, where possible, that activities carried out are aligned with the mandates and strategic initiatives of the ACLS and those of the office of the SGB;

The Participants, therefore, have reached the following understanding:

1. PURPOSE

The purpose of this MOU is to establish a working relationship in the field of cadastral surveying and land administration between the Participants, on the basis of equality, overall reciprocity and mutual benefits. It is the intention that collaborative projects developed and implemented under the specific areas of cooperation identified through this MOU will allow the Participants to more cost effectively fulfill their mandates.

2. BACKGROUND

The SGB and the ACLS are partners in the Canada Lands survey system. With the enactment of the *Canada Lands Surveyors Act* and Regulations, a self-governing organization has been created to continuously establish and maintain the qualifications and knowledge of surveyors

performing cadastral surveys on Canada Lands and govern their activities. It is the intention of the Participants to continue their long standing collaborative relationship in regards to the recognition of the survey profession and the development/administration of property rights infrastructures in Canada.

Responsibilities of the Participants in regards to the management and administration of cadastral surveying, etc. are outlined in Appendix A.

3. PROJECT ANNEXES

This MOU is general in nature and is neither comprehensive nor exhaustive. When the Participants intend to undertake a form of cooperation as described in this MOU, the Participants will execute a Project Annex (hereinafter “Annex”) that will set forth the timing and scope of the specific form of cooperation and any other matters on which agreement may be desirable such as funding, intellectual property, etc.

4. FORMS OF COOPERATION

Subject to and dependent upon the availability of funds and resources from each Participant, cooperation under this MOU may include the following forms:

- a) Exchange of scientific and technical information, expertise, or methodologies in the area of cadastral surveying and related management activities;
- b) Provision of advice and consultation;
- c) Collaboration in the development of common standards;
- d) Joint planning and development of strategic approaches to common issues; and
- e) Other forms of cooperation as may be mutually decided upon by the Participants.

5. AREAS OF SPECIFIC INTEREST

Cooperation under this MOU may include the following areas of specific interest:

- a) Ongoing development of survey standards and related policies;
- b) Development and maintenance of a web based applications;
- c) Development and administration of regulatory review procedures; and
- d) Other areas of interest to be mutually agreed upon by the Participants.

6. DESIGNATED AUTHORITIES

In order to implement cooperation under this MOU, the Participants have designated the following representatives to identify activities for joint cooperation and details of their implementation:

For SGB: Deputy Surveyor General, East

For ACLS: Executive Director of the ACLS

7. FINANCIAL CONSIDERATIONS

No cost incurred by one Participant will be assumed by the other Participant unless otherwise outlined in this MOU or accepted in writing under an Annex pursuant to this MOU. All costs or estimated costs will be detailed in the Annexes.

8. PROPERTY AND EQUIPMENT

Any and all property or equipment of whatever nature or kind furnished by either Participant in connection with work under this MOU is and will remain the property of the Participant furnishing such property or equipment unless otherwise consented to under an Annex.

9. INTELLECTUAL PROPERTY

The Participants shall retain ownership of their existing Intellectual Property that they bring to activities conducted under this MOU. Intellectual Property arising out of activities conducted under the MOU shall be owned by the Party developing the Intellectual Property unless otherwise agreed to in writing under an Annex.

For the purposes of this MOU, Intellectual Property refers to all rights in any information including, without limitation, data, techniques, methods, processes, know-how, inventions, designs, formulae, photographs, drawings, plans, specifications, reports, studies, technical and procedural manuals and computer programs, and all patents, copyrights, trademarks, and industrial designs arising therefrom.

10. DISPUTE RESOLUTION

Any disputes regarding the implementation of this MOU will be resolved only by consultation among the Participants and will not be referred to a third party for settlement.

11. LEGAL OBLIGATIONS

The Participants do not intend for this MOU to create any legally binding obligations.

12. PERIOD OF VALIDITY AND TERMINATION

The MOU will become effective upon signing by both Participants and remains in effect for five (5) years, unless extended or terminated. This MOU may be amended or extended by mutual written agreement, and may be terminated at any time by either Participant upon three (3) months written notice to the other Participant.

Signed in Ottawa in duplicate, on the ___ day of _____ 2011, in the English and French languages, each version being equally valid.

Accepted on behalf of SGB by:

Accepted on behalf of ACLS by:

Appendix A: ROLES AND RESPONSIBILITIES

1) SGB:

a) Development of Survey System Standards

- “Survey System Standards” are the minimum requirements and guidelines that define the survey and product specifications for surveys of Canada Lands. The Surveyor General publishes these standards through general or specific instructions.
- The general Instructions are published as the *General Instructions for the Surveys of Canada Lands – e-Edition*. Specific Instructions are project specific and issued on a project basis. The *General Instructions for the Surveys of Canada Lands – e-Edition* is a working document insomuch as it requires ongoing adjustment to keep it current, useful and effective.

b) Development of Standards and Policies Process

The SGB carries out this responsibility (as defined by *the Canada Lands Surveys Act*) by consulting with Land Rights Administrators, ACLS through its Standards of Practice Committee (SPC), and the community of survey practitioners or subject matter experts.

- The Minister of Natural Resources has the administration, direction and control of surveys under the Act and the Surveyor General has the management of surveys and the custody of all original plans, journals, field notes and other papers connected with those surveys.
- Surveys of Canada Lands are made in accordance with the instructions of the Surveyor General. The Surveyor General will continue to monitor the quality of the surveys entering the Canada Lands survey system.
- As part of its responsibility to manage the survey system, the SGB uses the following methods to monitor the quality of surveys:
 - a) Project management quality control;
 - b) Review of all plans and reports against a list of critical elements;

- c) When required, a more in-depth review or full examination of selected plans; and
- d) Field investigations of selected surveys.

2) **ACLS:**

ACLS is responsible for:

- Establishing and maintaining standards of qualification for Canada Lands Surveyors;
- Regulating Canada Lands Surveyors;
- Establishing and maintaining of standards of conduct, knowledge and skill among members of the Association and permit holders;
- Governing the activities of members of the Association and permit holders;
- Cooperating with other organizations for the advancement of surveying; and
- Performing the duties and exercising the powers that are imposed or conferred on the Association by this Act.

a) Development of Standards of Practice

The ACLS is responsible for the development and management of Standards of Practice, which are:

- Where surveys are made under the instructions of the Surveyor General, the Standards of Practice are guidelines that scope the methodology and process used to achieve the required specifications for surveys.
- Where surveys are not made under the instructions of the Surveyor General, the Standards of Practice may serve as minimum product requirements and specifications together with guidelines that scope the methodology and process used to achieve the required specifications for surveys.
- The Standards of Practice are published in the ACLS Practice Manual.
- ACLS is required to submit an annual report to the Minister that must be laid before each House of Parliament 15 days after the report is received. Given this Minister's obligation within a very short timeframe and considering the administrative process that must be followed, the ACLS agrees to provide the Surveyor General, via e-mail, with a copy of the annual report at least 15 days prior to its submission to the Minister.

b) Review of Surveys (Practice Reviews)

1. For the purposes of this MOU, "practice review" applies only to the review of surveys executed under the instructions of the Surveyor General, and from which a survey document has been signed by a member of the Association. It does not apply to other surveys and related documents that may have been prepared by the members of the Association.
2. The Practice Review Department (PRD) of ACLS may wish to further review the activities of a member or permit holder by performing a field inspection. In these cases, the PRD may send a request to the Deputy Surveyor General, East, to provide the services of a field survey crew to perform a field inspection, in a manner set out by the PRD. The requested field data will be forwarded to the PRD as soon as possible after the

fieldwork is completed and within the timeframes agreed upon.

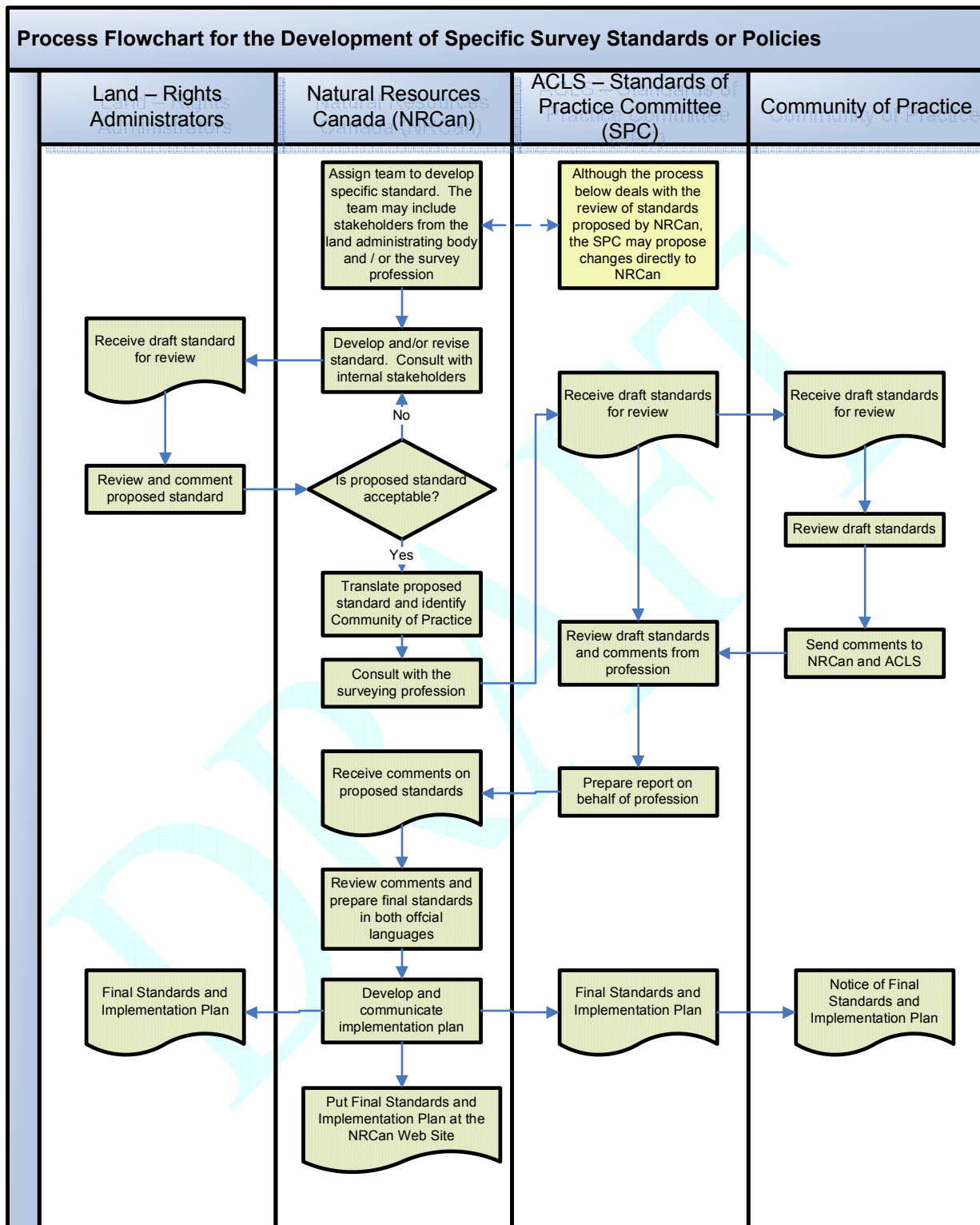
3. Field inspections will be done at a cost negotiated on a case-by-case basis with the objective of recovering costs.

3) **SGB and ACLS:**

a) Data Sharing and Interchange to Support the Development of Standards

- The Participants jointly share and interchange data to support the development of both professional and survey standards. For this purpose, the ACLS will share the report of practice review with the SGB on an annual basis, and the SGB will likewise share the report of survey review with the ACLS. The information sharing will help to maintain efficiency in regulating the profession and the survey systems.
- The Participants recognize that practice standards and survey system standards are closely interdependent and that the Participants must work together to ensure that both standards are aligned with one another.
- The Surveyor General and the ACLS Standards of Practice Committee will work together to improve survey system standards and minimize overlaps between the two manuals. When updating the *General Instructions for the Survey of Canada Lands – e-Edition*, the Surveyor General will strive to remove existing practice standards from its content.
- The Participants will consult one another on an annual basis for the development of their annual work plans and priorities and will strive to cooperate on common initiatives. The Surveyor General will consult the Standards of Practice Committee every time it contemplates changes to the General Instructions. The consultation process used by the Surveyor General is outlined in Figure 1.
- Subject to the various Federal Acts and regulations, ACLS is authorized to make regulations respecting the procedures to be followed by the ACLS in reviewing the surveying activities of its members to ensure the maintenance of minimum standards of surveying. Given the shared responsibility between the Minister and the ACLS, and given the regulatory process set forward by the Government of Canada that may change from time to time, the Participants agree to implement a collaborative framework setting obligations and responsibilities.

Figure 1



ANNEX #1

between the

ASSOCIATION OF CANADA LANDS SURVEYORS

and the

SURVEYOR GENERAL BRANCH

of the Earth Sciences Sector of the Department of Natural Resources of Canada

Concerning

Maintenance of the Website “MyCLSS.ca”

1. AUTHORITY

This is an MOU Annex (hereinafter referred to as “Annex”) pursuant and subject to the Memorandum of Understanding signed on _____, between Surveyor General Branch of the Earth Sciences Sector of the Department of Natural Resources, Canada, and the Association of Canada Lands Surveyors, hereinafter jointly referred to as the “Parties”.

2. DEFINITIONS

In this Annex:

“Agreement” -means this Annex and any attached Appendices

“MyCLSS” – means My Canada Lands Survey System which is the name given to the collaborative Website.

“PMIS” – means Project Management Information System which is used for managing survey project milestones at SGB.

3. BACKGROUND

The Association of Canada Lands Surveyors (hereinafter the “ACLS”) and the Surveyor General Branch of the Earth Sciences Sector, Natural Resources Canada (hereinafter the “SGB”), are interested in developing and maintaining a web-based portal providing access to web tools used for regulating Canada Lands Surveyors and surveys on Canada Lands. The Parties intend to collaborate in the web portal with the hope that this would provide a framework that streamlines and brings efficiencies in the development and regulatory processes on Canada Lands, in a manner consistent with the *Canada Lands Survey Act* and *Canada Lands Surveyors Act*.

4. PURPOSE AND SCOPE

The purpose of this Annex is to effectively support the survey plan review process on Canada Lands and private lands in the North, and to maintain the ACLS' administrative processes and practice review, in a manner that is consistent with the *Canada Lands Surveys Act* and *Canada Lands Surveyors Regulations*. Ultimately, the portal will allow surveyors to interact with the ACLS as the regulator of the profession, and the SGB as the regulator of the survey systems. The SGB and the ACLS will administer the website jointly.

The MyCLSS portal will enable surveyors to follow a mutually agreed upon process (the checklist process) in producing professional survey documents. Survey documents that are subject to this process are described in Appendix A of this Annex.

The scope of this Annex is to guarantee a system that manages the checklist process and the necessary collaborative communications. This will include the maintenance of the MyCLSS Website; the User Authentication tools; the checklist content that may change with time; the supporting eInstructions tool, PMIS, CLSR database, and the eCheck tool when in place; the performance of administrative role; provision of invoicing capacity; the maintenance of links to research and reference materials on the website; and the maintenance of the communications between the Parties in a manner that is seamless to the user.

5. OBJECTIVES

The objective of the Annex is to collaboratively maintain a web-based portal and related applications that enable:

1. Surveyors to:
 - a) login into MyCLSS service;
 - b) perform professionally related research;
 - c) request and submit Project-specific information to the ACLS and SGB;
 - d) receive Project-specific information from the ACLS and SGB; and
 - e) check Project status and view active and archived Project information.
2. The ACLS to:
 - a) update contents of the website; and
 - b) provide user administration of the website;
3. The SGB to:
 - a) receive surveyors' requests/submissions; and
 - b) pass information back to the surveyor.

6. WORK PLAN

Through this Annex, the Parties intend to carry out the following activities:

SGB will be responsible for the maintenance and user support of the:

- main page;
- login interface;
- menu bar;
- projects panel;
- tool for creating a new project;

- tool for creating a new survey document;
- issuing of survey instructions;
- issuing of plan review defect notice; and
- SGB Web services.

ACLS will be responsible for the maintenance and user support of the:

- authentication of users;
- tools for users to maintain their contact information; and
- checklist component of the website.

Each Party will be responsible for the:

- storage, backup and recovery of their respective data required for the operations of MyCLSS according to best practices; and
- acquiring and maintaining compatible hardware and software that relates to the respective Parties' sides of MyCLSS.ca, and in making sure that hardware is lifecycle managed.

7. USER SUPPORT HOURS AND CONTACT

User support will be provided by ACLS, for services provided by ACLS, and by SGB, for services provided by SGB, during their normal business hours. The relevant contact information by Email for this purpose is provided on every page of MyCLSS Website. Service standards are identified under Appendix B.

8. FUNDING ARRANGEMENTS

There shall be no exchange of funds between the Parties as part of this Agreement. Each Party shall be responsible for its own expenses and costs incurred as a result of carrying out its share of the responsibilities stated herein. No Party shall be responsible for payment of any expenditure incurred by the other Party unless written consent is granted prior to incurring such expenditures.

9. PUBLICATIONS

The Parties may release into the public domain general information regarding this Agreement such as its title, website usage guide, the name of the Parties and the level of the Parties funding and other support.

10. INDEMNIFICATION

The SGB shall indemnify and save harmless the ACLS, 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 SGB or its officers, employees or agents in the performance of this Agreement. The ACLS shall have the right to defend any such action or proceeding with counsel of its own choosing.

The ACLS shall indemnify and save harmless the SGB, 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 ACLS or its officers, employees or agents in the performance of this Agreement. The SGB shall have the right to defend any such action or proceeding with counsel of its own choosing.

11. 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 this Agreement.

12. WARRANTY

The ACLS or SGB makes no representation or warranty respecting the results arising from 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.

13. 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: ACLS
Name: Executive Director
Address: 900 Dynes Road, Suite 100E
Ottawa, Ontario K2C 3L6
Phone: (613) 723-9200
Fax: (613) 723-5558

For: SGB
Name: Manager, Standards and Archives
Address: 615 Booth Street, Room 561
Ottawa, Ontario K1A 0E9
Phone: (613) 995-6611
Fax: (613) 992-1122

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 Party in accordance with this clause.

14. INTELLECTUAL PROPERTY

The Parties agree that Intellectual Property acquired under this Agreement may be exchanged between the Parties for internal use only. Data developed may not be re-distributed by either Party without the written permission of the owner.

15. ACKNOWLEDGEMENT

The Parties agree to acknowledge the role and contribution of the Parties in any publications and/or announcements relating to this Agreement.

16. 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.

17. APPLICABLE LAW

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

18. 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.

19. FORCE MAJEURE

No Party shall be liable to the other Party for any failure or delay in the performance of the Annex caused by a force majeure. Should a force majeure affect the operation of the Annex, 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, labour difficulties, transportation problems or governmental action.

20. LEGAL RELATIONSHIP

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

21. TERMINATION AND AMENDMENT

Either Party may, by giving the other Party thirty (30) days written notice, terminate this Agreement. Each Party shall immediately upon termination, return the other Party's papers, materials or other property held for the purpose of carrying out this Agreement. Notwithstanding any other provisions set out in this Agreement, upon termination all expenses and costs incurred by a Party shall be paid for by the Party who incurred such expenses and costs.

No amendments of this Agreement or any waiver of any of the terms and provisions shall be valid unless effected by a written amendment signed by the authorized representatives of the Parties.

22. SUCCESSORS

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

23. MyCLSS MANAGEMENT COMMITTEE

The Parties will set up a joint committee that will include equal number of persons from both sides, for the purpose of overseeing the maintenance of MyCLSS system. The role of the MyCLSS Management Committee includes:

- Ensuring that all relevant communications between both Parties, with respect to this Annex, are efficiently maintained; and
- Establishing priorities that ensure smooth running of and improvements to the system.

For this purpose the MyCLSS Management Committee will be composed of:

- Change Committee consisting of equal number of representatives from ACLS and SGB, as agreed upon by both Parties. This Committee will be responsible for the overall direction of MyCLSS, including policy directives.
- Change Manager Team consisting of equal number of representatives from ACLS and SGB. This will manage all relevant communications between ACLS and SGB.
- Change Builder Team consisting of equal number of representatives from ACLS and SGB. The Change Builder Team will implement any changes to the system.

24. 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.

Accepted on behalf of the ACLS

Accepted on behalf of the SGB

J.-C. Tétréault, CLS, a.-g., P. Eng., MBA
ACLS Executive Director

Jean Gagnon, CLS, NBL
Deputy Surveyor General, East
Surveyor General Branch, Earth Sciences Sector

Date

Date

ANNEX #1 - Appendix A**A List of Survey Documents Subject to Checklist**

The Survey Documents that are subject to checklist are given in the following table.

ID	SURVEY PLAN TYPE	SURVEY DOCUMENT TYPE
1.	As-built Surveys	As built plan
2.	Boundary Investigation - Field Notes Only	Boundary Investigation
3.	Boundary Maintenance Surveys - Field Notes (ON)	Field notes of Survey of
4.	Building Updates - Field Notes Only	Field notes of Survey of
5.	Canada Mining Regulations Survey	Plans and field notes
6.	CLS Act (Sec 29) - Official Survey for Cree-Naskapie	Plan and Field Notes for Cree-Naskapis
7.	CLS Act (Sec 29) - Official Survey - Compiled Plan	Compiled plan (plan of survey of)
8.	CLS Act (Sec 29) - Official Survey – Full Survey	Full survey (Plan and Field Notes of Survey of)
9.	CLS Act (Sec 29) - Official Survey – Partially Compiled Plan	Partially compiled plan (Plan and Partial Field Notes of Survey of)
10.	CLS Act (Sec 31) - Administrative Plan	Administrative plan
11.	CLS Act (Sec 31) - Explanatory Plan	Explanatory plan
12.	CLS Act (Sec 31) - Registration Plan - Full Survey	Registration Plan Full Survey
13.	CLS Act (Sec 31) - Registration Plan - No Survey	Registration Plan No Survey
14.	CLS Act (Sec 31) - Registration Plan - Partial Survey	Registration Plan Partial Survey
15.	CLS Act - Field notes only - Control Survey	Field notes of Survey of
16.	CLS Act - Administration – Compiled Plan	Compiled plan (plan of survey of)
17.	CLS Act - Administration – Full Survey	Full survey (Plan and Field Notes of Survey of)
18.	CLS Act - Administration – Partially Compiled Plan	Partially compiled plan (Plan and Partial Field Notes of Survey of)
19.	Combined (CLS & Land Titles) Acts - Explanatory Plan	Explanatory plan (North)
20.	Combined (CLS & Land Titles) Acts – Plan of Survey (e.g., Survey involving subdivision of titled land)	Land Titled act Surveys (plan of survey of)

21.	Combined (CLS & Land Titles) Acts – Plan and Field Notes of Survey (e.g., Survey involving subdivision of titled land)	Land Titled act Surveys (plan and field notes of survey of)
22.	Combined (CLS & Land Titles) Acts – Partly Compiled Plan	Land Titled act Surveys (partly compiled plan of survey of)
23.	Condominium Survey (Banff)	Condominium Plan (South)
24.	Condominium Survey (YT)	Condominium Plan (YT)
25.	Control Survey - Field Notes Only	Field notes of Survey of
26.	Control Survey (IR)	Survey Report
27.	Control Survey (NP)	Survey Report
28.	Field Notes of survey of crown land requiring a lot designator	Field notes of Survey of
29.	Field Notes of survey of titled land requiring a lot designator	Field notes of Survey of
30.	Field Notes Only (IR)	Field notes of Survey of
31.	Field Notes Only (NP)	Field notes of Survey of
32.	Indian Oil and Gas Canada – Access Road	Well Site Access Road
33.	Indian Oil and Gas Canada – Pipelines	Pipelines
34.	Land Titles Act - Compiled	Land Titled Act Surveys (plan of survey of)
35.	Land Titles Act - Consolidation Survey	LTA Consolidation Survey
36.	Land Titles Act - Descriptive	Explanatory plan (North)
37.	Land Titles Act - Explanatory Plan	Explanatory plan (North)
38.	Land Titles Act - Subdivision Survey – Plan of Survey	Land Titled act Surveys (plan of survey of)
39.	Land Titles Act - Subdivision Survey – Plan and Field Notes	Land Titled act Surveys (plan and field notes of survey of)
40.	Land Titles Act - Subdivision Survey – Partly Compiled Plan	Land Titled act Surveys (partly compiled plan of survey of)
41.	Land Titles Act - Condominium Survey	Condominium Plan
42.	Land Titles Act Delayed Monumentation	Land Titled act Surveys (plan of survey of)
43.	Reposting - Field Notes Only	Field notes of Survey of
44.	Strata Surveys	Strata survey
45.	Yukon Placer Base Line Survey	Plan of field notes of survey
46.	Yukon Placer Mineral Claim Survey	Plan of field notes of survey
47.	Yukon Quartz Mineral Claim Survey	Plan of field notes of survey

ANNEX #1

Appendix B – Service Standards

1. Support Request

For the purpose of this agreement, a "Support Request" is generally defined as a request for support to (1) fix a defect in an existing component of system, (2) modify or enhance existing system , or (3) provide instructions or training on using the system. Any request that requires modifications to existing system will be subject to a change request process mutually agreed to by both Parties. Support Request is initiated through MyCLSS Website or by phone to ACLS or SGB offices.

2. Levels of Support

Two levels of support are provided under this agreement. Level one support will initially respond to all requests and deal with any user training support. Any request determined to be a defect, or is a request for modification or enhancement to system will be escalated to Level 2 support, triggering a change request process with an impact assessment and recommended resolution by designated support specialists. For resolution requiring substantial effort and resources, a completed change request form in consultation with both Level 2 parties must be sent to MyCLSS Management Committee for approval to proceed with resolution.

Support Requests can be sent to ACLS or SGB through the contact information on MyCLSS Website or by phone call to the ACLS office and any of the SGB offices. Support coverage is during normal business hours: 9:00 AM to 5:00 PM EST, Monday to Friday.

Support Requests will be acknowledged next business day. Objective is to resolve defects within five business days. Modifications and enhancement will be completed based on mutual agreement between the Parties and available resources.

3. Priority of Service

Support requests are handled on a priority basis with highest priority given to user training and defects in system. Calls will be logged and assigned, and action will be taken accordingly in consultation and agreement with the other Party. If substantial resources are required to resolve a support request, the MyCLSS Change Committee (with equal representation from SGB and ACLS) will be consulted for direction. When the request is completed, the service call will be closed in the log and the originator will be notified of the action taken; the date will be recorded in the log.

3.1 Critical issues

Critical issues will be addressed immediately upon notification and agreement with the other Party and will normally be resolved within one business day. If data needs to be restored from file backup system, restoration time will depend on the volume of data that needs to be restored. Critical problems occurring outside the core business hours will be handled on best effort basis. An example of critical problem would include major system hardware or software failure.

3.2 Lower priority issues

Lower priority issues will be addressed based on recommendations from the Change Committee.

4. System Environments

SGB and ACLS are to maintain respective development, testing and production server environments to support a reliable MyCLSS including subsequent defect fixes and enhancement.

The ACLS and SGB will inform each other well in advance of any planned upgrades to software and hardware so as to assess impact and meet all MOU conditions.

Reasonable notice of five business days is expected when a service is planned to be unavailable so that users may be informed. However, there might be situations for instance where urgent measures may be undertaken by one Party to palliate to security threats and the other Party will be informed as quickly as possible of any intention to bring a service offline for maintenance.

5. Change Management

A change management process is essential to ongoing reliable operation and maintenance of the MyCLSS portal and related systems. The change management process will be initiated with completion of a mutually agreed process to document the proposed changes, impact, recommendations and implementation. In accordance with best practices and where possible, changes will be bundled into minor and major releases depending on development complexity and training impact on users. Changes are to follow a mutually agreed system development life cycle methodology to ensure an efficient, cost effective and reliable implementation. Consistent with this methodology, it is important to have adequate design and user documentation.

Change management approvals will be the responsibility of a joint SGB – ACLS Change Committee to review and direct all changes to MyCLSS portal and related systems. This joint committee will have equal representation from both Parties.