

**MEMORANDUM OF UNDERSTANDING**

Between

**The Canada-Newfoundland and Labrador Offshore Petroleum Board (the "C-NLOPB")**

and

**The Canadian Coast Guard (the "CCG")**

Regarding

**Response to Spills in the marine environment by the CCG on behalf of the C-NLOPB**

**WHEREAS** the C-NLOPB is the independent joint agency of the Governments of Canada and Newfoundland and Labrador responsible for the regulation of petroleum activities in the Offshore Area;

**WHEREAS** pursuant to the *Canada-Newfoundland and Labrador Atlantic Accord Implementation Act, S.C. 1987, c.3* and the *Canada-Newfoundland and Labrador Atlantic Accord Implementation Newfoundland and Labrador Act, RSNL 1990 c. C-2* (the *Accord Acts*, specific citations herein being to the federal version), the C-NLOPB is the Lead Agency responsible for the oversight of, and potential intervention for, Spill response from an offshore installation.

**WHEREAS** the operator to which the authorization has been granted must respond to and report a Spill to the Chief Conservation Officer in accordance with the requirements in Part III of the *Accord Acts*;

**WHEREAS** the CCG, a Special Operating Agency of the Department of Fisheries and Oceans, is pursuant to the *Oceans Act* and the *Canada Shipping Act, 2001*, responsible for the response to vessel-source and unknown source marine pollution, in Canadian waters and the EEZ, unless that responsibility is conferred upon another department or agency by law;

**WHEREAS** the CCG has no authority to respond to Spills as defined herein;

**WHEREAS** the C-NLOPB wishes to benefit from the Spill response expertise, vessels and equipment of the CCG;

**AND WHEREAS** the CCG wishes to provide its Spill response services to the C-NLOPB;

**The CCG and the C-NLOPB will cooperate in Spill response under the following common understanding:**

**1. DEFINITIONS**

1.1. The definitions of terms used in this MOU is in Annex 1.

1.2 . Terms not otherwise defined herein have their meaning defined in the Accord Act.

## **2. PURPOSE**

The purpose of this MOU is to set out the cooperation between the Participants in Spill response operations and activities.

## **3. SCOPE OF APPLICATION**

This MOU applies to all Spills occurring from C-NLOPB authorized activities in the Offshore Area. It does not apply to any Spill from a supply or support vessel for which the *Canada Shipping Act, 2001* applies.

## **4. GENERAL PRINCIPLES**

4.1. The Participants understand that this MOU is a not legally binding, administrative arrangement.

4.2 The Participants understand that the conduct of the activities described in this MOU are subject to the availability of resources, specifically with respect to Operational field monitoring and/or surveillance of active response operations by CCG on behalf of the C-NLOPB as described in Annex 1.

4.3. The Participants understand that the Annexes 1 and 2 form part of the MOU.

4.4. The cooperation between the Participants during a Spill is detailed in Annex 2.

## **5. SHARING OF DATA AND INFORMATION**

5.1. The Participants may share data and information related to the subject matter of this MOU, including data or information which is confidential. The C-NLOPB in particular may share data or information related to the subject matter of this MOU that is privileged pursuant to section 119 of the Accord Act.

5.2. Where confidential data or information is provided by one Participant to the other for the purposes of this MOU, the receiving Participant will maintain the confidentiality of such data or information subject to its obligations under law, such as the *Accord Act*, the *Privacy Act* and the *Access to Information Act*.

5.3. The CCG will handle the confidential information related to the matters governed by Part II or Part III of the Accord Act in accordance with section 119 of that Act.

5.4. The Participants will advise each other as soon as possible of any requests for, or legal proceedings to which they become subject that involve disclosure of, any confidential or privileged information.

## **6. WORKPLAN and REVIEW**

6.1. Unless they consent otherwise in writing, the Participants will generate an annual work plan and have an annual planning meeting. The purpose of the annual work plan and meeting is to identify anticipated expectations for assistance and expertise, and to identify Spill-related training and exercise opportunities.

6.2. The Participants intend to jointly review this MOU every three (3) years and amend it as required.

## **7. DESIGNATES FOR NOTIFICATION**

7.1. The following is the title of the designate and contact information for the purposes of correspondence and giving notice related to this MOU:

**For the C-NLOPB:**

Chief Conservation Officer  
Canada-Newfoundland and Labrador Offshore Petroleum Board  
The Tower Corporate Campus, 240 Waterford Bridge Road, West Campus Hall, Suite 1700  
St. John's, NL  
Telephone: 709-778-1406  
Email: JOkeefe@cnlopb.ca

**For the CCG:**

Assistant Commissioner, CCG  
250 Southside Road, 4<sup>th</sup> Floor  
St. John's, NL  
A1C 5X1  
709-772-5150  
Email: [Gary.Ivany@dfo-mpo.gc.ca](mailto:Gary.Ivany@dfo-mpo.gc.ca)

7.2. Changes in the designate or contact information of a Participant will be notified in a timely manner to the other Participant in writing.

## **8. CONFLICT RESOLUTION**

Issues that arise in relation to this MOU that cannot be resolved by the respective C-NLOPB and CCG designates will be referred to the Chief Executive Officer of the C-NLOPB and the Commissioner of the CCG for resolution.

## **9. AMENDMENTS AND ANNEXES**

9.1. This MOU and its Annexes may be amended at any time upon the written mutual consent of the Participants. Unless another date is consented to in writing, an amendment will become effective upon the date of the last signature.

9.2. This MOU may be amended to add in annexes or any other document that the Participants consent to in writing.

## **10. MISCELLANEOUS**

The Participants will notify each other in a timely manner of any situation that may affect this MOU, such as changes to their governing legislation or policy.

**11. EFFECT, DURATION and TERMINATION**

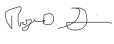
11.1. This MOU comes into effect on the date of the last signature

11.2. It remains into effect until terminated in accordance with par. 11.3.

11.3. This MOU may be terminated by any Participant upon sixty (60) days written notice, or by both Participants at the date and under the conditions they may mutually consent to in writing.

11.4. The Participants will cooperate in order to ensure a smooth termination of the MOU.

**SIGNATURES**

DocuSigned by:  
  
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Chair **Roger Grimes**  
Canada-Newfoundland and Labrador  
Offshore Petroleum Board

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DATE

  
\_\_\_\_\_  
Assistant Commissioner, Atlantic Region  
Canadian Coast Guard

August 09, 2022  
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DATE

## **Annex 1 – Definitions**

“Contingency Plan” means a plan for responding to a future Spill described in a scheme, program, or method worked out beforehand for the accomplishment of minimizing or nullifying the effects of the Spill on the marine environment;

“Lead Agency” means the organization designated by statute, inter-agency agreement, or Order in Council to ensure appropriate management of the Spill response functions;

“Offshore Area” means the lands and submarine areas defined in the Accord Act;

“Participant” means the C-NLOPB or the CCG. Collectively “Participants”.

“Resource Agency” means any individual, corporation and government department or agency that owns, controls and/or has access to resources required by a Lead Agency for the conduct of a Spill response.

“Spill” means a discharge, emission or escape of petroleum, other than one that is authorized under subsection 161.5(1) of the Accord Act, the regulations or any other federal law. It does not include a discharge from a vessel to which Part 8 or 9 of the *Canada Shipping Act, 2001* applies or from a ship to which Part 6 of the *Marine Liability Act* applies.

## **Annex 2 – Spill Response**

### **1. Cooperation and Exchange of Information**

- 1.1. The C-NLOPB will ensure that CCG is provided with a current copy of its emergency response plan, and copies of spill response and contingency plans of all operators active in the Offshore Area.
- 1.2. CCG will ensure that the C-NLOPB is provided with current copies of relevant CCG marine spill contingency plans.
- 1.3. The Participants will keep each other informed of Spills that they are aware of.

### **2. Exercises and Training**

- 2.1. The Participants will inform each other of their respective planned Spill response exercises and training that may be of interest to the other.
- 2.2. The Participants will promote cooperation and coordination by endeavoring to participate in the C-NLOPB and/ or operators' Spill response exercises and where appropriate, conduct tabletop and/or communications exercises no less than once per calendar year.

### **3. Requests for Assistance, Coordination and Cooperation in Response Operations During a Spill**

- 3.1. Marine Spill response services will be provided by CCG to the C-NLOPB in the CCG's capacity as a Resource Agency upon formal request for assistance (whether by phone call to be confirmed later in writing, email or letter) from the C-NLOPB's Chief Conservation Officer (or their designate) to the Assistant Commissioner, CCG (or their designate).
- 3.2. CCG's assistance may include advisory services, technical support, monitoring and surveillance, equipment or personnel, for the purposes of responding to a Spill. Examples of requests for assistance from the C-NLOPB include, but are not limited to the following:
  - 3.2.1. Spill response plan review;
  - 3.2.2. Review and provision of advice on Spill response preparedness;
  - 3.2.3. Operational advice to, and liaison with, staff of the Board via phone, email, or onsite at Board offices regarding Spill response activities, as part of monitoring of an operator's Spill response; and,
  - 3.2.4. Operational field monitoring and/or surveillance or active response operations by CCG on behalf of the C-NLOPB.
- 3.3. The C-NLOPB and CCG will coordinate their communication efforts to ensure consistent messaging to the public.

### **4. Reimbursement of Costs of Assistance**

During a Spill, any operational field monitoring and/or surveillance or active response services provided by CCG at the request of the C-NLOPB will be on a cost recovery basis. All costs and expenses are not to exceed the costs and expenses incurred by CCG.

Costs and expenses incurred may include, but are not limited to, daily rate for any vessels, fuel costs, related crew expenses, travel costs, per diems, overtime (as incurred), cost of equipment and cost of sub-contractors as required.

Any costs and expenses incurred by CCG under this MOU as a Resource Agency will be submitted to the C-NLOPB for payment consistent with the financial regime to which the C-NLOPB is subject under the Accord Act and associated regulations.