

Memorandum of Understanding
Respecting the Coordination of
Trans-Boundary Petroleum-Related Work or Activity

BETWEEN

Canada-Newfoundland and Labrador Offshore Petroleum Board
(C-NLOPB/Board)

AND

Her Majesty in Right of Newfoundland and Labrador,
as represented by the Minister of the Department of Natural Resources (NR) and the
Minister of the Department of Service NL (SNL)

(hereinafter called "the Parties")

WHEREAS the Canada-Newfoundland and Labrador Offshore Petroleum Board is solely and primarily responsible for the administration of the *Canada-Newfoundland and Labrador Atlantic Accord Implementation Act* and the *Canada-Newfoundland and Labrador Atlantic Accord Implementation Newfoundland and Labrador Act (Accord Acts)* and their associated regulations especially in relation to health, safety and environmental matters respecting petroleum-related work or activities which may include the exploration, development, production, and transportation of petroleum in the Canada-Newfoundland and Labrador Offshore Area;

AND WHEREAS the Minister of Natural Resources is solely and primarily responsible for the administration of the *Petroleum and Natural Gas Act*, RSN1990, c.P-IO (*PGNA*) and the associated *Petroleum Regulations* respecting the administration of petroleum-related work or activities within the Province of Newfoundland and Labrador and also has statutory oversight jointly with the Federal *Accord Act* Minister for petroleum-related work or activities conducted in the Canada-Newfoundland and Labrador Offshore Area pursuant to the *Accord Acts*;

AND WHEREAS the Minister of Service NL is solely and primarily responsible for the administration of the *Occupational Health and Safety Act*, RSN 1990, c. 0-3 (*OHS*) and the associated *Occupational Health and Safety Regulations* and pursuant to Part 111.1 of the *Accord Acts*, the OHS Ministry also has statutory oversight responsibilities in relation to matters respecting occupational health and safety related to petroleum-related work or activities conducted in the Canada-Newfoundland and Labrador Offshore Area pursuant to the *Accord Acts* and responsibilities in relation to onshore spill response;

AND WHEREAS it is appropriate to describe more formally the process to be followed by the Parties in respect of matters of mutual concern and the understanding among them in relation to trans-boundary petroleum-related work or activity within the jurisdiction of the respective Parties.

1.0 Purpose

To reduce duplication, coordinate and promote effective cooperation in areas of mutual interest and benefit, and, through the sharing of information and resources, to support the Parties in promoting health and safety, environmental protection, and resource conservation in their respective areas of regulatory jurisdiction.

2.0 Principles

The implementation of this MOU must reflect the collaboration between the Parties in the administration of their respective regulatory mandates. No Party to this MOU shall limit the lawful and necessary exercise of the other Party's responsibilities.

3.0 Definitions

In this MOU, unless otherwise stated, the following words mean:

- **Offshore Area** means the Canada-Newfoundland and Labrador Offshore Area as defined under the *Accord Acts*.
- **Onshore Area** means the Province of Newfoundland and Labrador landward from the low water mark.
- **Trans-Boundary Petroleum-Related Work or Activity** includes such petroleum-related activities that commence in the Onshore Area and cross into the Offshore Area or conversely such petroleum-related activities that commence in the Offshore Area and cross into the Onshore Area.

Any terms not otherwise defined have their meaning as set out in the *Accord Acts*, *PNGA*, *OHS* and the *EPA*.

4.0 Application

- 4.1 This MOU applies to all Trans-Boundary Petroleum-Related Work or Activity including those activities related to trans-boundary petroleum drilling operations.
- 4.2 With respect to workers and other passengers who travel to and from a workplace in the Offshore Area on a passenger craft, the C-NLOPB's jurisdiction respecting the health and safety of such workers takes effect while and immediately before being transported on a passenger craft between the last point of embarkation onshore and the workplace, between the workplace and the first point of disembarkation onshore, or between workplaces in the Offshore Area.
- 4.3 The conduct of any environmental assessment is outside the scope of this MOU. Any Trans-Boundary Petroleum-Related Work or Activity authorizations or approvals must consider and incorporate any recommended mitigation measures and monitoring requirements identified with such assessments.
- 4.4 For greater certainty, this MOU is in addition to and does not amend or replace any other MOUs that the Board may have with NR, or SNL.

5.0 Coordination of Activities - General

- 5.1 The Board, NR and where appropriate SNL, will develop a Terms of Reference respecting the roles and responsibilities for program specific permits and authorizations for Trans-Boundary Petroleum-Related Work or Activities including those related to drilling and testing.

- 5.2 Pursuant to the *Accord Acts*, the Board may delegate an authorization approval to the Minister of NR to be carried out in accordance with a program specific Terms of Reference.
- 5.3 Each Party shall inform the other Parties of any decision that may impact on the other Party's compliance verification or investigation or other regulatory oversight measures.
- 5.4 In the event that any Party is verifying compliance or investigating the same incident for their respective purposes, each Party shall protect for the other Parties incident site and the evidence therein and, more specifically, before disturbing anything on the incident site, inform the other Parties, ensure that the conditions of the incident site and the evidence contained therein are recorded properly, and inform the other Parties of all actions taken with respect to the management of the incident site.

6.0 Spill Response

- 6.1 The Board is the lead agency for regulatory oversight of any response to a spill or debris that originates in the Offshore Area.
- 6.2 SNL is the lead agency for regulatory oversight of any response to a spill or debris that originates in the Onshore Area.

7.0 Financial Requirements

Financial Requirements related to any Trans-Boundary Petroleum-Related Work or Activity shall be in a form which meets the legislative requirements for both onshore and offshore activities, but review and acceptance of such evidence will be conducted jointly between the Board and NR and in accordance with the *Accord Acts* and the *Petroleum and Natural Gas Act*.

8.0 Information Gathering and Exchange

- 8.1 The Parties agree to share information in relation to Trans-Boundary Petroleum-Related Work or Activity.
- 8.2 Information provided pursuant to the *Accord Acts* shall be shared with NR, and SNL in accordance with the provisions of the *Accord Acts* respecting information sharing.

9.0 Media Relations and Release of Information

- 9.1 Each Party may respond to requests for information from the media concerning its mandate and activities.
- 9.2 Each Party will notify the other Party in advance of the release for formal communiques or press releases which may impact on the mandate or activities of the other Party.

10.0 Cost Recovery

Any costs incurred by the Parties respecting the Trans-Boundary Petroleum-Related Work or Activity shall be recovered in accordance with the *Accord Acts*.

11.0 Dissemination

- 11.1 Both Parties agree to disseminate any program specific work or responsibilities made under this MOU or Terms of Reference for that activity, and any subsequent modifications, to their respective personnel.

12.0 Notice

- 12.1 The following is the title of the designate and contact information for the purposes of giving notice as required by this MOU:

Chair

Canada -Newfoundland and Labrador Offshore Petroleum Board
709-778-1455

ADM Responsible for Petroleum Development

Newfoundland and Labrador Department of Natural Resources
709-729-2206

ADM Responsible for Occupational Health and Safety

Service NL, Government of Newfoundland and Labrador
709-729-5544

- 12.2 A Party may change the designate or contact information by notifying the other Parties in writing.

13.0 Means of Dispute Resolution

- 13.1 In the event of a dispute arising from the interpretation or implementation of this MOU which cannot be resolved at the staff level, it will be referred to the Deputy Minister of Natural Resources and where appropriate the Deputy Minister of Service NL and the Vice-Chair of the Canada-Newfoundland and Labrador Offshore Petroleum Board.
- 13.2 If such negotiation fails, the matter will be referred to the respective provincial Ministers and the Chair and Chief Executive Officer of the C-NLOPB.

14.0 Consultation

Both Parties may meet as frequently as necessary to discuss issues of concern and to review or amend this MOU as required. Such meetings may be convened at the request of either Party. The desired frequency of meeting is once per year.

15.0 Amendments and Termination

- 15.1 This MOU may be terminated with three months written notice to the other Parties.
- 15.2 This MOU may be amended from time to time, separately or jointly, on the written agreement of all Parties.

16.0 Other

- 16.1 This MOU will commence and take effect upon the date of the last Party's signature.
- 16.2 The Parties will notify each other, upon discovery, of any changes to their legislation or policies that may impact this MOU.

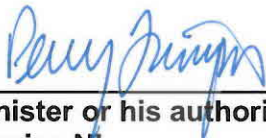
17.0 Approval

Signed by the authorized officers of the Parties:



**Minister or her authorized delegate
Natural Resources
Newfoundland and Labrador**

Date: AUG 18 2017



**Minister or his authorized delegate
Service NL**

Date: 28 July 2017



**Chair and Chief Executive Officer
Canada-Newfoundland and Labrador
Offshore Petroleum Board**

Date: August 28, 2017