

## MEMORANDUM OF UNDERSTANDING

**BETWEEN:**

**HER MAJESTY IN RIGHT OF CANADA, as represented by  
the Department of Transport Canada Marine Safety and Security**  
  
**(hereinafter referred to as “TCMSS”)**

**AND:**

**CANADA-NEWFOUNDLAND AND LABRADOR OFFSHORE  
PETROLEUM BOARD, a board established by the joint operation of section  
9 of the *Canada-Newfoundland and Labrador Atlantic Accord Implementation  
Act* and section 9 of the *Canada-Newfoundland and Labrador Atlantic Accord  
Implementation Newfoundland and Labrador Act***  
  
**(hereinafter referred to as “the C-NLOPB”)**

**AND:**

**HER MAJESTY IN RIGHT OF CANADA, as represented by  
the Department of Transport Canada Aircraft Services Directorate**  
  
**(hereinafter referred to as “TCASD”)**

WHEREAS, pursuant to the *Accord Acts*, the C-NLOPB has legislative and regulatory responsibilities for work and activities related to the exploration, development, production and transportation of petroleum in the Canada -Newfoundland and Labrador Offshore Area;

AND WHEREAS, pursuant to the *Canada Shipping Act, 2001*, TCMSS has legislative and regulatory responsibilities respecting Vessels, including over their operation, marine personnel and pollution prevention and environmental protection;

AND WHEREAS, TCMSS is prepared to assist and support the C-NLOPB in carrying out its mandate respecting the safety of Marine Installations or Structures and other Vessels engaged in petroleum activities by providing advice and assistance in marine matters when requested;

AND WHEREAS, TCASD is prepared to assist and support the C-NLOPB in carrying out its mandate respecting the environmental compliance of Marine Installations or Structures and other Vessels engaged in petroleum activities through its surveillance patrols monitoring the waters under Canadian jurisdiction;

AND WHEREAS, the C-NLOPB and TCMSS share a common perspective that, in the first instance, the safety of Marine Installations or Structures and other Vessels is the responsibility of the owner and Operator;

AND WHEREAS, the C-NLOPB, TCMSS and TCASD wish to clarify and coordinate their respective roles and activities, and in particular, how they will cooperate to ensure that those carrying on petroleum related activities maintain a prudent regime for achieving marine safety and aerial surveillance.

**NOW THEREFORE the C-NLOPB, TCMSS and TCASD concur as follows:**

## **1.0 Definitions**

In this Memorandum of Understanding (MOU) unless the context otherwise requires:

“*Accord Acts*” means the *Canada-Newfoundland and Labrador Atlantic Accord Implementation Act* (S.C. 1987, c. 3), as amended from time to time and *Canada-Newfoundland and Labrador Atlantic Accord Implementation Newfoundland and Labrador Act* (1986 c. 37 s. 1), as amended from time to time;

“Authorization” means an authorization issued by the C-NLOPB pursuant to the *Accord Acts*;

“*Canada Shipping Act, 2001*” or “CSA, 2001” means the *Canada Shipping Act, 2001*, S.C. 2001, c. 26, as amended from time to time;

“Canadian Vessel” means a Canadian Vessel as defined in the CSA, 2001;

“Certificate of Fitness Regulations” means the *Newfoundland Offshore Certificate of Fitness Regulations* (SOR/95-187), as amended from time to time;

“*Coasting Trade Act*” means the *Coasting Trade Act*, S.C. 1992, c. 31, as amended in 2012 and as may be further amended from time to time;

“Installation” means a drilling, diving, accommodation or production Installation as defined in the *Newfoundland Offshore Petroleum Installations Regulations* (SOR/95-191), as amended from time to time;

“Marine Installation or Structure” means a Marine Installation or Structure as defined in the *Accord Acts*;

“*Marine Personnel Regulations*” means the regulations made under the CSA, 2001 (SOR/2007-115), as amended from time to time;

“Offshore Area” means the Canada-Newfoundland and Labrador Offshore Area as defined in the *Accord Acts*;

“Operator” means the holder of an operating licence and an Authorization issued pursuant to the *Accord Acts*;

“*Privacy Act*” means the *Privacy Act*, R.S.C., 1985, c. P-21, as amended from time to time;

“Regulatory Queries” means equivalent standards and exemptions, or substitutions, as may be authorized or granted by the Chief Safety Officer or Chief Conservation Officer, pursuant to the *Accord Acts*; and

“Vessel” means a Vessel as defined in the CSA, 2001.

## **2.0 Authority and Purpose**

2.1 This MOU is entered into pursuant to section 46 of the *Accord Acts*.

2.2 The purpose of this MOU is to facilitate coordination of the activities between the C-NLOPB, TCMSS and TCASD, where it is possible, and to avoid duplication of work in relation to the following aspects of petroleum-related activities in the offshore area:

- (a) marine safety;
- (b) occupational safety and health;
- (c) environmental protection

2.3 It is not intended, nor will it be interpreted, that this MOU creates, imposes, or implies any statutory or legal duties, rights, obligations, liabilities, claims or actions on or against the C-NLOPB, TCMSS or TCASD. It is further not intended, nor will it be interpreted that this MOU gives to the C-NLOPB, TCMSS or TCASD any power or authority that they do not otherwise hold nor does it relieve, exclude or prohibit the C-NLOPB, TCMSS or TCASD from performing any duties that they are responsible for under the applicable statutory authority by which they operate. For greater certainty, this MOU is not legally binding.

2.4 This MOU does not address any marine security issues.

### **3.0 Roles and Jurisdiction Respecting Vessels and Marine Installations or Structures**

- 3.1 The respective roles and responsibilities of the C-NLOPB and TCMSS are described in Annex A document “Jurisdictional Roles and Responsibilities of the Canada-Newfoundland and Labrador Offshore Petroleum Board and Transport Canada Marine Safety and Security”.

### **4.0 Coordination of Activity**

- 4.1 To the extent it is permitted by law, the C-NLOPB and TCMSS will keep each other informed of any inspection, compliance monitoring and/or enforcement activities that could impact the activities of the other.
- 4.2 TCMSS may conduct an announced or unannounced Port State Control inspection of any foreign flagged vessel in accordance with the International Port State Control Memorandum of Understanding requirements. TCMSS may also conduct inspections on foreign flagged vessels subject to the *Coasting Trade Act* for the purposes of the vessel obtaining a Coasting Trade Licence and will strive to provide advance notification of such an inspection to the C-NLOPB, where the Vessel will be operating under an Authorization.
- 4.3 The C-NLOPB and TCMSS will make best efforts to coordinate and conduct joint inspections of Vessels and Installations that are Canadian registered. The specific areas of coordination between the C-NLOPB and TCMSS include:
- a) inspection/audits and compliance monitoring;
  - b) investigations /enquiries; and
  - c) enforcement action.
- 4.4 Where an incident is under shared enforcement responsibility (as per Annex A document “Jurisdictional Roles and Responsibilities of the Canada-Newfoundland and Labrador Offshore Petroleum Board and Transport Canada Marine Safety and Security”) and an investigation/enquiry is required by either or both of the C-NLOPB and TCMSS, investigations/enquiries should be conducted jointly, where possible.

### **5.0 Technical Advice and Consultation**

- 5.1 The C-NLOPB and TCMSS will actively engage each other in the development or application of any regulation, standard, guideline, safety zone notice, directive, or policy pertaining to marine aspects of petroleum-related activities, including personnel requirements and certification and the development and implementation of international codes.

- 5.2 The C-NLOPB may request the technical advice and/or assistance of TCMSS in:
- a) the review of Regulatory Queries;
  - b) the certification and competency of marine personnel;
  - c) the execution of its mandate of compliance verification (i.e. inspections, audits, oversight, compliance monitoring);
  - d) investigations/enquiries; and
  - e) enforcement action.

TCMSS will use its best efforts to provide such assistance when it is requested.

- 5.3 In the cases where the C-NLOPB requests technical advice and/or assistance in accordance with 5.2, the C-NLOPB will identify the issue and specific requirements (e.g. deck, engine room, hull, electrical, International Safety Management Code (ISM), etc.) required for the C-NLOPB to complete its inspection and TCMSS will make best efforts to provide them.
- 5.4 Where the C-NLOPB requests support in undertaking compliance verification, investigations/enquiries or enforcement action onboard a Vessel or Installation that is operating under authorization from the C-NLOPB, TCMSS will make best efforts to provide such assistance and any out of hours or overtime will be cost recovered. The C-NLOPB will be charged out of hours and any overtime fees as per as prescribed in any applicable TCMSS regulation.
- 5.5 TCMSS agrees to provide a standing invitation to the C-NLOPB to attend Regional and National Canadian Marine Advisory Council meetings and forums.
- 5.6 Where specific training courses and refresher training courses are identified, that are deemed mandatory by the C-NLOPB, and such courses (and refresher) are not mandatory for TCMSS Inspectors but are necessary to enable TCMSS Inspectors to fulfill a role or function contemplated under this MOU, the cost of these courses (and refresher) will be paid by the C-NLOPB. Any additional health assessments required for these C-NLOPB specific courses are also to be paid by the C-NLOPB. All such costs will be pre-approved by the C-NLOPB.
- 5.7 When the C-NLOPB requests technical advice or assistance in accordance with this MOU and specific medical requirements are identified (e.g. vaccinations) for visiting a foreign country, the TCMSS Inspector's cost for these medical requirements shall be paid by the C-NLOPB. All such costs will be pre-approved by the C-NLOPB.

## **6.0 Information Sharing**

- 6.1 Upon request, and subject to the provisions of this MOU or any Annex attached to this MOU, and to the extent permitted by law, the C-NLOPB and TCMSS will:
- (1) exchange copies and/or summaries of records related to compliance verification, investigations/enquires (where such information has not been obtained by warrant) and/or enforcement actions, and other reports produced or provided for the purposes of enforcement and administration of their respective legislation and any other information listed in this MOU.
  - (2) share incident reports related to the following as soon as possible upon receipt:
    - (a) all incidents involving fatalities, missing persons or work related lost-time injury/illness to personnel working on a Vessel or Installation that is Canadian registered and operating under an Authorization in the Offshore Area.
    - (b) all incidents in which a Vessel or Installation that is Canadian registered and operating under an Authorization in the Offshore Area has sustained damage affecting the seaworthiness, efficiency of that Vessel or Installation that is Canadian registered or the availability of its marine safety equipment.
- 6.2 TCASD, in support of TCMSS for this MOU, will provide the C-NLOPB with information relating to actual or potential pollution events that are observed through Transport Canada's National Aerial Surveillance Program (NASP).
- 6.3 TCASD, in support of TCMSS for this MOU, will make best efforts, when requested, to provide the C-NLOPB with dedicated aerial surveillance services as stipulated in Annex B.
- 6.4 The C-NLOPB will provide TCMSS with information on the C-NLOPB's follow-up of the information described in 6.2 and 6.3.

## **7.0 Principal Contacts**

The Technical Offshore Services Manager will be the TCMSS contact for the C-NLOPB; the Superintendent of Intelligence, Surveillance and Reconnaissance Aircraft Services Directorate will be the TCASD contact for the C-NLOPB; and the Director of Operations will be the contact at the C-NLOPB for TCMSS and TCASD.

## 8.0 Notices

8.1 The address for service of notices to the C-NLOPB is:

Canada-Newfoundland and Labrador Offshore Petroleum Board  
240 Waterford Bridge Road  
The Tower Corporate Campus – West Campus Hall  
Suite 7100  
St. John's, NL A1E 1E2  
ATTENTION: Director of Operations

8.2 The address for service of notices to TCMSS is:

Transport Canada Marine Safety and Security  
7<sup>th</sup> Floor John Cabot Building  
P.O. Box 1300  
St. John's, NL A1C 6H8  
ATTENTION: Technical Offshore Services Manager

8.3 The address for service of notices to TCASD is:

Transport Canada Aircraft Services Directorate  
200 Comet Private  
Ottawa, ON K1V 9B2  
ATTENTION: Superintendent of Intelligence, Surveillance and Reconnaissance  
Division

8.4 The Board's notification number is:

Telephone: (709) 682-4426  
E-mail: [DOfficer@cnlopb.ca](mailto:DOfficer@cnlopb.ca)

8.5 The TCMSS' notification number is:

Telephone: (902) 426-3214  
E-mail: [TCMSDutyOfficer-TCSMOfficierdepermanence@tc.gc.ca](mailto:TCMSDutyOfficer-TCSMOfficierdepermanence@tc.gc.ca)

8.6 For contacting TCASD to make an aircraft tasking request, complete the NASP Tasking Template and send via email to the Transport Canada Situation Centre at: [TC.SitcenHQ-CentredinterventionAC.TC@tc.gc.ca](mailto:TC.SitcenHQ-CentredinterventionAC.TC@tc.gc.ca)

## **9.0 Review**

The C-NLOPB, TCMSS and TCASD will meet as frequently as necessary, but not less frequently than once every five years to review the operation of this MOU and to consider and approve any amendment which may be required.

## **10.0 Amendments and Discontinuation**

- 10.1 This Memorandum may be amended as determined jointly by the C-NLOPB, TCMSS and TCASD.
- 10.2 Amendments of this MOU will be made in writing and signed by the C-NLOPB, TCMSS and TCASD.
- 10.3 This Memorandum may be discontinued at any time by either the C-NLOPB, TCMSS or TCASD. This MOU will remain in effect until one of the C-NLOPB, TCMSS and TCASD gives written notice to the other of the C-NLOPB, TCMSS and TCASD of its intention to discontinue the MOU and 60 days elapse from the date the notice is received by the other of the C-NLOPB, TCMSS and TCASD.
- 10.4 The discontinuation of this Memorandum may not affect the validity or duration of projects under this Memorandum which are initiated prior to such discontinuation.

## **11.0 Settlement of Disputes**

Any disputes regarding the interpretation or implementation of this MOU will be resolved through discussion between the C-NLOPB, TCMSS and TCASD and will not be referred to another entity or for settlement.

## **12.0 Entire Understandings**

This MOU replaces the 2013 MOU (as amended) between the C-NLOPB and TCMSS and supersedes all previous discussions relating to the subject matter unless otherwise incorporated by reference in this MOU.

## **13.0 Effective Date**

This MOU is intended to take effect on the date of the last signature by the C-NLOPB, TCMSS and TCASD.

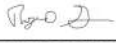


**14.0 Annexes**

Annex A and Annex B form part of this MOU.

**IN WITNESS THEREOF the C-NLOPB, TCMSS and TCASD have signed, in triplicate, this MOU on the dates indicated below.**

**C-NLOPB**

DocuSigned by:  
  
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\_\_\_\_\_  
Chair Canada-Newfoundland and  
Labrador Offshore Petroleum Board

Date: 2022-Feb-23 | 9:41:31 AM NST  
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**TCMSS**

\_\_\_\_\_  
Director General  
Marine Safety and Security, Transport Canada

Date: \_\_\_\_\_

**TCASD**

\_\_\_\_\_  
Director General  
Aircraft Services Directorate, Transport  
Canada

Date: \_\_\_\_\_

## ANNEX A - Jurisdictional Roles and Responsibilities of the Canada-Newfoundland and Labrador Offshore Petroleum Board and Transport Canada Marine Safety and Security

### Definitions:

#### **Exclusive Economic Zone (EEZ)**

For the purposes of this MOU, that portion of the Offshore Area in Canadian waters that is adjacent to the Territorial Sea and seaward from the baselines of the Territorial Sea to a distance of 200 nautical miles

#### **Marine Installation or Structure (MIS)**

As defined by *Accord Acts* includes Part III installations (drilling, production, diving, accommodation) and Part III.1 vessels (construction, geophysical, geotechnical, field monitoring, passenger)

#### **Offshore Area:**

As defined in Section 2 of the *Accord Acts*

#### **Territorial Sea**

For the purposes of this MOU, that portion of the Offshore Area in Canadian waters from the low watermark seaward from a baseline (lower water mark or mouth of bay) to 12 nautical miles

Type Vessel or MIS	Location & Status (within Offshore Area)	Applicable Act(s)			CTA - LoC or CoF	Enforcement Responsibility for:			
		Accord Acts	CSA 2001	CLC		CTA <sup>i</sup> Coasting trade licence required (excludes seismic vessels)	Marine/Ship Safety (including Navigation) <sup>ii</sup>	OSH*	Environmental Protection <sup>ii</sup>
Marine installation or structure <sup>iii</sup> (Foreign registered installation)	On Location in Territorial Sea with valid authorization and engaged in an authorized activity.	Y	Y, but not Parts 8 or 9	N	Y	LoC CoF	C-NLOPB	C-NLOPB + Flag State	C-NLOPB
	Off location but in Territorial Sea with a valid authorization	Y	Y	N	Y	CoF	C-NLOPB <sup>iv</sup> or TCMSS	C-NLOPB + Flag State	TCMSS
	Off location but in Territorial Sea without a valid authorization	N	Y	N	Y	N	TCMSS	Flag State	TCMSS
	On Location and in that portion of the EEZ that is in the Offshore Area with a valid authorization, engaged in an authorized activity.	Y	N	N	Y	CoF	C-NLOPB	C-NLOPB + Flag State	C-NLOPB
	Off location and in that portion of the EEZ that is in the Offshore Area with a valid authorization	Y	Y Parts 8 and 9	N	Y	CoF	C-NLOPB <sup>iv</sup> or TCMSS	C-NLOPB + Flag State	TCMSS
	Off location and in that portion of the EEZ that is in the Offshore Area without a valid authorization	N	Y Parts 8 and 9	N	Y	N	TCMSS	Flag State	TCMSS

## ANNEX A - Jurisdictional Roles and Responsibilities of the Canada-Newfoundland and Labrador Offshore Petroleum Board and Transport Canada Marine Safety and Security

Type Vessel or MIS	Location & Status (within Offshore Area)	Applicable Act(s)				CTA - LoC or CoF	Enforcement Responsibility for:		
		Accord Acts	CSA 2001	CLC	CTA <sup>i</sup> Coasting trade licence required (excludes seismic vessels)		Marine/Ship Safety (including Navigation) <sup>ii</sup>	OSH*	Environmental Protection <sup>ii</sup>
	On location and in Offshore Area beyond the EEZ with a valid authorization, engaged in an authorized activity	Y	N	N	Y	CoF	C-NLOPB	C-NLOPB + Flag State	C-NLOPB
	Off location and in Offshore Area beyond the EEZ with a valid authorization.	Y	N	N	N	CoF	C-NLOPB	C-NLOPB + Flag State	Flag State
	Off location and in Offshore Area beyond the EEZ without a valid authorization.	N	N	N	N	N	Flag State	Flag State	Flag State
Marine installation or structure <sup>iii</sup> (Not registered - these are not considered vessels by Transport Canada)	On Location in Territorial Sea with valid authorization, engaged in an authorized activity	Y	N	N	N	CoF	C-NLOPB	C-NLOPB	C-NLOPB
	Off location but in Territorial Sea with a valid authorization	Y	N	N	N	CoF	C-NLOPB <sup>iv</sup> or TCMSS	C-NLOPB or TCMSS <sup>ii, v</sup>	C-NLOPB or TCMSS
	Off location but in Territorial Sea without a valid authorization	N	N	N	N	N	N/A	N/A <sup>v</sup>	N/A
	On Location and in that portion of the EEZ that is in the Offshore Area with a valid authorization, engaged in an authorized activity	Y	N	N	N	CoF	C-NLOPB	C-NLOPB	C-NLOPB
	Off location and in that portion of the EEZ that is in the Offshore Area with a valid authorization	Y	N	N	N	CoF	C-NLOPB	C-NLOPB <sup>v</sup>	TCMSS
	Off location and in that portion of the EEZ that is in the Offshore Area without a valid authorization	N	N	N	N	N	TCMSS	N <sup>v</sup>	TCMSS
	On location and in Offshore Area beyond the EEZ with a valid authorization, engaged in an authorized activity	Y	N	N	N	CoF	C-NLOPB	C-NLOPB	C-NLOPB
	Off location and in that portion of the EEZ that is in the Offshore Area with a valid authorization	Y	N	N	N	CoF	TCMSS	C-NLOPB <sup>v</sup>	TCMSS

## ANNEX A - Jurisdictional Roles and Responsibilities of the Canada-Newfoundland and Labrador Offshore Petroleum Board and Transport Canada Marine Safety and Security

Type Vessel or MIS	Location & Status (within Offshore Area)	Applicable Act(s)			CTA - LoC or CoF	Enforcement Responsibility for:		
		Accord Acts	CSA 2001	CLC		CTA <sup>i</sup> Coasting trade licence required (excludes seismic vessels)	Marine/Ship Safety (including Navigation) <sup>ii</sup>	OSH* Environmental Protection <sup>ii</sup>
	Off location and in Offshore Area beyond the EEZ without a valid authorization.	N	N	N	N	N	N <sup>v</sup>	N
Marine installation or structure <sup>iii</sup> (Canadian registered)	On Location in Offshore Area with valid authorization, engaged in an authorized activity	Y	Y <sup>vi</sup>	N	CoF	Both, C-NLOPB is lead	C-NLOPB	C-NLOPB
	Off Location but in Offshore Area with a valid authorization	Y	Y	Y	CoF	Both, TCMSS is lead	C-NLOPB + TCMSS CLC marine crew	TCMSS
	Off location and in Offshore Area without a valid authorization	N	Y	Y	N	TCMSS	TCMSS	TCMSS
Marine installation or structure (Not Part III installations <sup>vii</sup> ) (foreign registered)	On Location in Territorial Sea with valid authorization.	Y	Y, but not Parts 8 or 9	N	LoC	TCMSS	C-NLOPB + Flag State	TCMSS
	Off location but in Territorial Sea with a valid authorization	Y	Y	N	N	TCMSS	C-NLOPB + Flag State	TCMSS
	Off location but in Territorial Sea without a valid authorization	N	Y	N	N	TCMSS	Flag State	TCMSS
	On Location and in that portion of the EEZ that is in the Offshore Area with a valid authorization.	Y	N	N	N	TCMSS	C-NLOPB + Flag State	TCMSS
	Off location and in that portion of the EEZ that is in the Offshore Area a valid authorization	Y	Y Parts 8 and 9	N	N	TCMSS	C-NLOPB + Flag State	TCMSS
	Off location and in that portion of the EEZ that is in the Offshore Area without a valid authorization	N	Y Parts 8 and 9	N	N	TCMSS	Flag State	TCMSS
	On location and in Offshore Area beyond the EEZ with a valid authorization.	Y	N	N	N	TCMSS	C-NLOPB + Flag State	TCMSS
	Off location and in Offshore Area beyond the EEZ with a valid authorization.	Y	N	N	N	TCMSS	C-NLOPB + Flag State	TCMSS

## ANNEX A - Jurisdictional Roles and Responsibilities of the Canada-Newfoundland and Labrador Offshore Petroleum Board and Transport Canada Marine Safety and Security

Type Vessel or MIS	Location & Status (within Offshore Area)	Applicable Act(s)			CTA - LoC or CoF	Enforcement Responsibility for:	
		Accord Acts	CSA 2001	CLC		CTA <sup>i</sup> Coasting trade licence required (excludes seismic vessels)	Marine/Ship Safety (including Navigation) <sup>ii</sup>
	Off location and in Offshore Area beyond the EEZ without a valid authorization.	N	N	N	N	N	N
Supply, Support Vessel (foreign registered)	Engaged in support to authorized activity in Territorial Sea	Y	Y	N	LoC	Both, TCMSS is lead	Flag State + C-NLOPB Passengers on Passenger Craft
	Engaged in support to authorized activity in the Offshore Area and in that portion of the EEZ that is in the Offshore Area	Y	Y Parts 8 and 9	N	LoC	TCMSS	Flag State + C-NLOPB Passengers on Passenger Craft
	Engaged in support to authorized activity in the Offshore Area and beyond the EEZ.	Y	N	N	LoC	N	Flag State + C-NLOPB Passengers on Passenger Craft
Supply, Support Vessel (Canadian registered)	Engaged in support to authorized activity in Offshore Area	Y	Y	Y	N	Both <sup>vi</sup> , TCMSS is lead	TCMSS CLC marine crew + C-NLOPB Passengers on passenger craft

\*CLC (administered by TCMSS) applies to an employee (as defined under the CLC) who is employed on a vessel. Extent of application of CLC determined by TCMSS on a case by case basis. OHS requirements administered by C-NLOPB apply to all other personnel on-board the installation or vessel, as applicable.

## ANNEX A - Jurisdictional Roles and Responsibilities of the Canada-Newfoundland and Labrador Offshore Petroleum Board and Transport Canada Marine Safety and Security

**Acronyms:**

Accord Acts	<i>Canada-Newfoundland and Labrador Atlantic Accord Implementation Act; and the Canada-Newfoundland and Labrador Atlantic Accord Implementation Newfoundland and Labrador Act.</i>
C-NLOPB	Canada-Newfoundland and Labrador Offshore Petroleum Board
CoF	Certificate of Fitness (issued pursuant to the Accord Acts)
CLC	Canada Labour Code
CSA	<i>Canada Shipping Act</i>
CTA	<i>Coasting Trade Act</i>
LoC	Letter of Compliance (issued pursuant to the CSA)
MIS	Marine Installation or Structure as defined by Accord Acts (includes drilling or production installations, construction and seismic vessels)
OSH	Occupational Safety and Health
TCMSS	Department of Transportation - Marine Safety & Security Division

**AGREED**

**C-NLOPB**

Roger Grimes

(Name)

Chair

(Position)

DocuSigned by:



76FF6A85176140A...

(Signature)

2022-Feb-23 | 9:41:31 AM NST

(Date)

**TCMSS**

Director General

(Position)

(Signature)

(Date)

<sup>i</sup> For the purposes of the Coasting Trade Act, “Canadian registered vessel” is to be understood to mean a duty paid Canadian vessel. If there is question regarding the application of the CTA, we recommend reaching out to the Seaway and Domestic Shipping Policy group within Transport Canada.

<sup>ii</sup> Lead determined on case-by-case basis is to be agreed between the C-NLOPB and TCMSS at the time a relevant incident has been brought to their attention.

<sup>iii</sup> Up to and including an offloading connection.

## **ANNEX A - Jurisdictional Roles and Responsibilities of the Canada-Newfoundland and Labrador Offshore Petroleum Board and Transport Canada Marine Safety and Security**

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<sup>iv</sup> When any Marine Installation or Structure that is under a valid authorization is under tow, or is loaded on a vessel as cargo, Marine/Ship Safety has regulatory responsibility for the tow or cargo vessel (refer to Supply, Support Vessel section of the table) and the OHS regulatory responsibility for the Marine Installation or Structure would be within the jurisdiction of the C-NLOPB.

<sup>v</sup> When any Marine Installation or Structure is not registered and is under tow, or is loaded on a vessel as cargo, OHS is responsibility of the tow or cargo vessel (refer to Supply, Support Vessel section of the table).

<sup>vi</sup> Limited to where CSA augments the Accord Acts.

<sup>vii</sup> OHS enforcement by C-NLOPB and Flag State (if any)

## ANNEX B

TCASD owns and operates maritime patrol aircraft which are strategically located across Canada to ensure a safe, secure and efficient transportation system. The NASP performs routine surveillance patrols monitoring the waters under Canadian jurisdiction. During routine patrols, it will provide the C-NLOPB with information observed, including but not limited to:

- Information gathered during routine patrols relating to actual or potential pollution events that are associated with vessels and Marine Installations or Structures that are on location in the Offshore Area, as per **Annex A – Jurisdictional Roles and Responsibilities of the Canada-Newfoundland and Labrador Offshore Petroleum Board and Transport Canada Marine Safety and Security**, under the jurisdiction of the C-NLOPB.

The NASP performs dedicated surveillance patrols for its main client, TC's Marine Safety and Security Directorate. TCASD NASP maritime patrol aircraft are equipped with a maritime surveillance system which enables aircrews to perform its Intelligence, Surveillance and Reconnaissance (ISR) tasks. This remote sensing equipment includes a Side-Looking Airborne Radar (SLAR), an Infrared/Ultraviolet Line Scanner (IR/UV), an Electro-optical Infrared Camera System (EOIR), an Automatic Identification System (AIS), a satellite communications systems and a Geo-coded Digital Camera System.

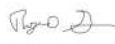
TCASD will provide the C-NLOPB with the surveillance data captured from these sensors when anomalies are identified during routine missions. However, other provision of aerial services at the request of the C-NLOPB, can be completed on a cost recovery basis; if schedules align and there are hours available on the aircraft.

If the C-NLOPB requests other aerial services, the C-NLOPB will be charged for the hourly rate, travel costs, per diems and overtime (as incurred). Other reasonable expenses that may be mutually agreed upon will also be billed as incurred. Please note that 12% indirect internal services will be applied to the total cost of the invoice. The aircraft and aircrew rates will be updated annually and emailed to the C-NLOPB at [information@cnlopb.ca](mailto:information@cnlopb.ca) (Attn: Chief Conservation Officer) during the first quarter of each fiscal year.

For invoicing purposes, the C-NLOPB will receive a draft detail of expenses incurred, before an official invoice is forwarded for payment.

Regarding tasking the aircraft, the request must be submitted on the NASP Tasking Template and emailed to the Transport Canada Situation Centre. This Tasking Directive will be provided to the contacts at the operational level.

### AGREED

<b>C-NLOPB</b> Roger Grimes <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> (Name) Chair <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> (Position)	DocuSigned by:  <small>78FF6A85176140A...</small> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> (Signature) 2022-Feb-23   9:41:31 AM NST <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> (Date)	<b>TCMSS</b> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> (Name) Director General <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> (Position)	<hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> (Signature) <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> (Date)
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### TCASD

<hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> (Name) Director General <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> (Position)	<hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> (Signature) <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> (Date)
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