

**MEMORANDUM OF UNDERSTANDING BETWEEN
INFORMATICS SHARED SERVICES**

AND

THE OFFICE OF THE REGULATOR OF OIL AND GAS OPERATIONS

WHEREAS the Office of the Regulator of Oil and Gas Operations (OROGO) is established to support the regulation of oil and gas exploration, development and related activities in the onshore Northwest Territories, excluding the Inuvialuit Settlement Region and federal areas, under OGOA;

AND WHEREAS Informatics Shared Services (Informatics) is established to provide strategic advice and guidance on the use of information and technology and broad information management services to the GNWT departments of Industry Tourism & Investment, Environment and Natural Resources, and Lands, including advice, guidance, and services in relation to information systems and internet development, implementation and operations, geomatics and geographic information systems, data and analysis, and records and library services for electronic, printed and visual services.

AND WHEREAS OROGO's home department within the GNWT may change from time to time, depending on identity of the Regulator;

AND WHEREAS from time to time OROGO requires informatics support beyond the capacity of its internal resources;

AND WHEREAS section 91 of the PRA governs the disclosure of information or documentation obtained under PRA and OGOA to officials of the GNWT;

AND WHEREAS Informatics has the capacity to provide informatics support to meet OROGO's requirements.

NOW THEREFORE, the Parties agree that:

1.0 INTERPRETATION

In this Memorandum of Understanding:

"Federal areas" means areas within the onshore Northwest Territories to which the *Canada Oil and Gas Operations Act*, R.S.C. 1985, c O-7 applies, pursuant to paragraph 3(a) of that Act;

"GNWT" means Government of Northwest Territories;

"Inuvialuit Settlement Region" has the same meaning as that term is defined in OGOA;

"MOU" means this Memorandum of Understanding;

"OGO" means the *Oil and Gas Operations Act*, S.N.W.T. 2014, c.14 as amended;

"Parties" means Informatics and OROGO, and "Party" means any one of the Parties;

"PRA" means the *Petroleum Resources Act*, S.N.W.T. 2014, c.15 as amended;

"Regulator" means the Regulator designated under section 121 of OGOA;

2.0 PURPOSE

This MOU is intended to allow:

- (a) OROGO to access specialized informatics services that are not available from its internal resources;
- (b) Informatics to plan for and prioritize requests for assistance from OROGO; and
- (c) Ongoing cooperation and timely sharing of information between the Parties.

3.0 CONFIDENTIALITY

- 3.1 The Parties acknowledge that OROGO manages information that is privileged under section 91 of the *Petroleum Resources Act*
- 3.2 OROGO will indicate to Informatics when a requested project or support service involves privileged information.
- 3.3 Informatics staff undertake to maintain the confidentiality of any information OROGO has identified as privileged and not to disclose such information without the consent of the Regulator.

4.0 AREAS OF ASSISTANCE

Assistance to be provided by Informatics under this agreement may include:

- (a) Geomatics services and support;
- (b) Information System development, operations and maintenance;
- (c) Website development, operations and maintenance;
- (d) Records systems development and maintenance; and
- (e) Other assistance as agreed to by the Parties.

5.0 PROJECTS AND SUPPORT SERVICES

- 5.1 OROGO requests for projects and support services will not be treated any less favorably than requests from GNWT client departments of Informatics.
- 5.2 OROGO will initiate requests for projects and support services using Informatics' standard project initiation process, in the same manner as other Informatics clients.
- 5.3 Projects and support services requested by OROGO will be managed using Informatics' standard practices and processes, in the same manner as other Informatics clients.
- 5.4 OROGO requests for projects and support services will be prioritized in the same manner as comparable projects and support services for other Informatics clients.
- 5.5 OROGO may, from time to time, require urgent assistance when dealing with an emergency situation. Informatics will prioritize this assistance, in consultation with OROGO and consistent with its approach to providing urgent assistance in comparable emergency situations.
- 5.6 The Parties will meet at the request of either Party upon reasonable notice to discuss the provision of any projects and support services by Informatics.

6.0 CAPACITY

The provision of information or assistance by either Party under this MOU is subject to available resources, costs or capacity at the time the information or assistance is requested.

Parties agree to work collaboratively to identify sources for investment (capital or O&M) for projects or initiatives that exceed available existing resources of the Parties;

7.0 OTHER

Nothing in this MOU is intended to diminish or otherwise affect the authority of the Regulator, the Chief Conservation Officer or the Chief Safety Officer to carry out their statutory, regulatory or other official functions or to commit either Party to providing a particular service it would not otherwise provide in the scope of its individual mission and functions.

8.0 PUBLIC AVAILABILITY OF MOU

The Parties will make this MOU and any amendments publicly available.

9.0 EFFECTIVE DATE

This MOU becomes effective as of the date of the last signature of either Party.

10.0 AMENDMENT, MONITORING AND TERMINATION

- 10.1 The Parties will meet annually to review this MOU or as otherwise may be agreed.
- 10.2 Any conflicts with respect to the administration or implementation of this MOU will be resolved by the Executive Directors of the Parties.
- 10.3 This MOU may be amended by written agreement of the Parties.
- 10.4 This MOU may be terminated by either Party upon 60 days' notice in writing to the other Party.

11.0 NOTICES

Notice under this MOU may be given in writing:

For Informatics, notice will be given to:

Executive Director
Informatics Shared Services
Department of Lands
Government of the Northwest Territories
P.O. Box 1320
Yellowknife NT X1A 2L9
Telephone: (867) 767-9186 EXT 24125
Fax: (867) 669-2706

For OROGO, notice will be given to:

Executive Director
Office of the Regulator of Oil and Gas Operations
P.O. Box 1320
Yellowknife NT X1A 2L9
Telephone: (867) 920-6267
Fax: (867) 920-0798

FOR INFORMATICS SHARED SERVICES

FOR THE OFFICE OF THE REGULATOR OF OIL AND GAS OPERATIONS



Executive Director

Executive Director

Mar 8/17

March 8/17

Date

Date