

# MEMORANDUM OF UNDERSTANDING

BETWEEN

Office of the Regulator of Oil and Gas Operations, Government of Northwest Territories, as  
represented by the Executive Director

(“OROGO”)

AND

Oil and Gas Resources Branch, Department of Energy, Mines and Resources, Government of  
Yukon, as represented by the Director

(“OGR”)

(Collectively, the “Parties”)

**WHEREAS** the NWT Regulator is responsible for the regulation of oil and gas activities in the onshore Northwest Territories outside of the Inuvialuit Settlement Region, under the *Oil and Gas Operations Act*, S.N.W.T. 2014, c.14 (“OGOA”) and the *Petroleum Resources Act*, S.N.W.T. 2014, c.15 (“PRA”);

**WHEREAS** OROGO provides support for the regulatory roles of the NWT Regulator and other statutory decision-makers under the OGOA and the PRA;

**WHEREAS** the Yukon Oil and Gas Resources Branch is responsible for the regulation of oil and gas activities in the Yukon under the *Oil and Gas Act*, S.Y. 2002, c.162, (“OGA”), including the adjoining area as defined in the *Yukon Act*, S.C. 2002, c.7;

**AND WHEREAS** the respective jurisdictional areas of the Parties share a common boundary of approximately 2100 km that traverses areas of known oil and gas potential;

**NOW THEREFORE**, the Parties agree as follows:

## **1.0 INTERPRETATION**

In this Memorandum of Understanding:

“Inuvialuit Settlement Region” has the meaning set out in section 1 of OGOA;

“MOU” means this Memorandum of Understanding; and

“NWT Regulator” means the Regulator designated under section 121 of OGOA.

## **2.0 PURPOSE**

The purpose of this MOU is to establish and promote a mechanism for collaboration, cooperation, information sharing and dialogue between the Parties with respect to the exercise of their respective regulatory responsibilities, with a focus on the efficient and effective regulation of oil and gas activities or matters with trans-boundary scope or implications.

## **3.0 COORDINATION AND COOPERATION**

### *Notifications*

- 3.1 Each Party will notify the other in a timely manner about oil and gas regulatory matters that may reasonably be expected to be of interest to the other Party, including, but not limited to, oil and gas activities and incidents with the potential to cross the jurisdictional boundaries of the Parties.

### *Regulatory Matters*

- 3.2 The Parties will explore coordination and collaboration in relation to the following regulatory matters, to the extent permitted by legislation:
- a) information exchanges on regulatory practices, oversight approaches, and processes;
  - b) the development of regulatory tools and products;
  - c) the regulation of trans-boundary oil and gas works and activities, including the regulation of works and activities in respect of oil and gas resources that straddle the jurisdictional boundaries of the Parties; and
  - d) any other regulatory matters as may be agreed by the Parties.

### *Capacity Building*

- 3.3 The Parties may collaborate on opportunities for capacity building, including staff training opportunities.

### *Incident Management*

- 3.4 The Parties may pursue opportunities for coordinating incident readiness activities, including, but not limited to:
- a) information sharing;
  - b) emergency management planning, exercises and response, and
  - c) training initiatives.

### *Project Specific Agreements*

- 3.5 The Parties may agree to negotiate project-specific agreements with respect to:
- a) the coordination of review processes for proposed oil and gas activities that fall within the jurisdiction of both Parties, and
  - b) regulatory approaches, including monitoring, inspection, and other matters, for oil and gas activities that fall within the jurisdiction of both Parties.

## **4.0 IMPLEMENTATION**

- 4.1 The Parties will meet annually or as otherwise agreed.
- 4.2 The Parties will endeavour to maintain communication by phone or email, or to meet in person as needed, for the purposes of identifying potential future opportunities for information sharing and cooperation.
- 4.3 The Parties will encourage staff within their respective organizations to implement this MOU, as appropriate, within their areas of responsibility.

## **5.0 GENERAL**

- 5.1 This MOU is not legally binding and does not impose any legal commitments on or give rise to any legal rights not otherwise held by the Parties.
- 5.2 This MOU does not derogate from or fetter either Party's statutory powers or authorities.

5.3 Each Party will pay its own costs related to the activities under this MOU. Activities carried out under this MOU are subject to the availability of each Party's staff and financial resources.

## 6.0 ADMINISTRATION OF THIS MOU

6.1 The following are the titles of each Party's designate and contact information for the purposes of carrying out this MOU:

FOR OGR:

Director, Oil and Gas Resources  
P.O. Box 2703  
Whitehorse, Yukon Y1A 2C6  
(867) 667-5026

FOR OROGO:

Executive Director  
P.O. Box 1320  
Yellowknife, Northwest Territories X1A 2L9  
(867) 767-9097

## 7.0 DISCLOSURE AND USE OF INFORMATION

7.1 The Parties will treat information exchanged pursuant to this MOU in accordance with all applicable laws relating to the collection, use, disclosure, retention and disposal of such information. The Parties will not disclose to any third party information that the other Party has identified as confidential without the express written permission of the other Party.

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

## 8.0 TERMINATION

8.1 Either Party may terminate this arrangement by providing at least thirty (30) days' written notice to the other Party.

8.2 This MOU may be terminated at any time with the written consent of the Parties.


**9.0 AMENDMENT AND MONITORING**


- 9.1 The Parties may amend this MOU at any time with the written approval of both Parties. Any amendment to the MOU becomes effective upon the date of the last Party's signature, unless otherwise indicated.
- 9.2 Each Party will notify the other Party of any change to its enabling legislation, related regulations or policies that may impact this MOU as soon as practicable after having discovered the change.

**10.0 EFFECTIVE DATE AND SIGNATURE**

- 10.1 This MOU will take effect upon the date of the last Party's signature.
- 10.2 This MOU may be signed in one or more counterparts, each of which is deemed an original, and all of which together constitute the same agreement.


FOR OGR

  
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Ron Sumanik  
Director, OGR

  
\_\_\_\_\_  
Date

FOR OROGO

  
\_\_\_\_\_  
James Fulford  
Executive Director, OROGO

  
\_\_\_\_\_  
Date

