

THIS AGREEMENT is dated as of the 4th day of March, 2014.

BETWEEN:

**THE GOVERNMENT OF THE NORTHWEST
TERRITORIES**

(“GNWT”)

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF
CANADA as represented by the National Energy Board**
 (“NEB”)

Herein collectively referred to as the “Parties”

PREAMBLE

WHEREAS paragraph 12(1)(b) and subsection 26(4) of the *National Energy Board Act*, R.S.C., 1985, A. c. N-7 (“NEB Act”), as amended from time to time, authorizes the NEB to perform services for the GNWT and provide advice to the GNWT with respect to energy matters and sources of energy;

WHEREAS pursuant to an Agreement dated June 25, 2013 between the GNWT and the Government of Canada (“Canada”), amongst others, entitled “Northwest Territories Lands and Resource Devolution Agreement” (the “Devolution Agreement”), the GNWT expects to assume responsibility (the “GNWT Regulatory Responsibilities”), on April 1, 2014, from Canada for regulating certain aspects of oil and gas exploration, production, development and transportation in most onshore areas of the Northwest Territories pursuant to territorial legislation (the “Mirror Legislation”) that mirrors the provisions of the *Canada Oil and Gas Operations Act*, R.S.C., 1985, C.O-7 (“COGOA”), the *Canada Petroleum Resources Act*, R.S.C., 1985, C.36 (2nd Supplement) (“CPRA”) and the *Canada Oil and Gas Land Regulations* made pursuant to the *Territorial Lands Act* R.S.C. 1985 c.T-7;

WHEREAS the NEB has custody of records it has collected pursuant to COGOA and CPRA and analysis and records related thereto, and the GNWT may require such records and analysis to perform the GNWT Regulatory Responsibilities;

WHEREAS applications that are subject to GNWT regulation post-Devolution may be received by the NEB prior to April 1, 2014 but not yet processed by the NEB, and the GNWT may request the NEB to provide assistance to the GNWT to complete the processing;

WHEREAS applications that are subject to GNWT regulation post-Devolution may be received by the GNWT on or after April 1, 2014, and the GNWT may request services to be provided by the NEB;

WHEREAS the NEB has the requisite expertise to provide services to the GNWT, either directly through its own employees or through third party contractors;

NOW THEREFORE the Parties hereby establish principles and procedures in this agreement (the “Agreement”) for the provision of technical advice by the NEB to the GNWT, and the recovery of the associated costs by the NEB from the GNWT.

ARTICLE 1 – THE AGREEMENT

The Agreement

The Parties agree that this Agreement together with the attached schedules and any other annexes to be attached hereto, shall be read together and collectively constitute the whole agreement between the Parties.

ARTICLE 2 - DEFINITIONS

Definitions

In this Agreement

“Administrative fee” is a supplemental cost of 40% that is levied on top of rates of pay to cover the costs of accommodation and employee benefits of federal employees. It also includes cost of services incurred by the NEB to support its operating activities. Support services include, but are not limited to, the cost of providing financial, contracting and procurement, business technology, information management, information and document services, and human resources.

“Calgary Allowance” is an allowance paid to all NEB employees, pursuant to the PIPSC-NEB Collective Agreement and Excluded Employees Terms and Conditions, the value of which is 4.95% of the employee’s annual salary.

“Chief Conservation Officer” and “CCO” means the Chief Conservation Officer as defined in and established in accordance with the Mirror Legislation for those lands governed by the Mirror Legislation other than the ISR.

“Chief Safety Officer” and “CSO” means the Chief Safety Officer as defined in and established in accordance with the Mirror Legislation for those lands governed by the Mirror Legislation other than the ISR.

“Market Allowance” is an allowance paid under the PIPSC-NEB Collective Agreement and Excluded Employees Terms and Conditions to employees in operational job families from NEB level 08 to NEB level 12. Operational job families are: Economic & Financial Analysts, Environment, Market Analysts, Safety & Engineering, Socio-Economics & Lands, Supply Analysts, and Directors in operational positions.

“Decision” includes a permit, licence, registration, authorization, disposition, certificate, allocation, declaration or other instrument or form of approval, consent or relief, an order, direction or notice of administrative penalty that is or may be made by the Regulator, CCO or CSO pursuant to the Mirror Legislation.

“Decision Documents” mean written Decisions.

“Disbursements” mean incidental expenses incurred by employees or contractors of the NEB in the course of providing services to the GNWT to the extent that such expenses are payable to compensate employees or contractors according to the NEB’s rules respecting such payments.

“Fiscal Year” means a period of 12 months ending on March 31.

“ISR” has the same meaning as Inuvialuit Settlement Region in the Devolution Agreement.

“NEB” means that Board established pursuant to the *National Energy Board Act* R.S.C. 1985 c.N-7 as amended”

“Party” means either the GNWT or the NEB, as the case may be, and “Parties” means both of them.

“Records” mean any records and work product and includes books, documents, maps, drawings, photographs, letters, vouchers, notes, papers, correspondence, memorandum, plan, diagram, pictorial or graphic work, film, microfilm, sound recording, videotape, machine readable record, and any other documentary material, regardless of physical form or characteristics, and any copy thereof. This includes Records produced in performance of duties under this Agreement, as well as any historic records which may have arisen from other joint cooperation arrangements between the Parties.

“Regulator” means the Regulator as defined in and established under the Mirror Legislation for those lands governed by the Mirror Legislation other than the ISR.

“Services” mean those services provided for in the attached Schedule ‘A’ to this Agreement, or as otherwise agreed to by the Parties in accordance with Article 6.4.

ARTICLE 3 - INTERPRETATION

Independent Contractor

- 3.1 The NEB is an independent contractor under this Agreement. Nothing in this Agreement is to be construed as creating an agency, partnership or joint venture relationship between the GNWT and the NEB or an employer/employee or master/servant relationship between the GNWT and any NEB employees.
- 3.2 Nothing in this Agreement will derogate from or otherwise fetter decision making by the Regulator, CCO and CSO.
- 3.3 Nothing in this Agreement will derogate from or otherwise fetter the ability of the GNWT to regulate, administer, manage or otherwise deal with oil and gas and related matters under applicable territorial legislation.

No Conflicting Interest

- 3.4 The NEB warrants that it has no conflict of interest in carrying out the Services contemplated under this Agreement. Should such a conflict arise during the term of this Agreement, the NEB shall disclose it immediately to the GNWT and the Parties shall discuss such conflict with a view to achieving a mutually satisfactory arrangement.

ARTICLE 4 - SERVICES

Mechanisms

- 4.1. The NEB will provide Services to the GNWT, upon request by the GNWT, subject to resource (financial and staffing) constraints and in accordance with this Agreement. In determining whether it has sufficient resources to provide Services under this Agreement, the NEB will determine priority of work requested by GNWT under this Agreement in the same manner as it determines priority of its own internal work commitments.
- 4.2 In cases where the NEB determines it does not have sufficient resources to adequately perform requested Services under this Agreement, the NEB will notify the GNWT. The NEB may engage third party contractors to perform the Services and will provide to the GNWT the estimated costs of such Services before entering into any agreements for the provision of such Services. The GNWT will then confirm whether it consents to the NEB incurring the costs of such Services.
- 4.3 The provision of the Services by the NEB will be subject to instructions provided from time to time by the Regulator, CCO and CSO or their designates.

4.4 The GNWT will pay for Services rendered under this Agreement based on the calculations in Article 5 - Cost Recovery, using one of the following cost recovery mechanisms:

4.4.1 Fee for the Services of NEB Employees – Annual or Hourly Rate

4.4.2 Fee for Third Party (Contracted) Services

Service Standards

4.5 In the course of providing the Services under this Agreement, the NEB will ensure that every employee and third party contractor of the NEB carrying out Services under this Agreement will act in an efficient and professional manner.

Applicable Laws

4.6 Services provided by the NEB pursuant to this Agreement will be provided in accordance with the Mirror Legislation and any other laws of general application. This Agreement does not create any new legal powers or duties, or fetter in any way, the jurisdiction, powers and duties of the Parties.

ARTICLE 5 - COST RECOVERY

Calculation of Payments

5.1 GNWT will pay the NEB for the Services according to the following calculations:

Fee for Services Provided by NEB Employees – Annual or Hourly Rate

5.1.1 The annual salary for a NEB employee providing Service(s), determined in accordance with attached Schedule 'B' to this Agreement.

Fees for Third Party (Contracted) Services

5.1.2 Actual costs of contracted services performed by NEB contractors.

5.1.3 The GNWT will reimburse the NEB for payment of penalties if third party service contracts are unspent or cancelled at the request of the GNWT.

Rental Vehicles

5.1.4 The Parties agree that in the performance of Services, NEB employees or contractors will not use their own personal vehicles but will only use rental vehicles and will obtain full insurance coverage.

Travel, Hospitality, Equipment, Rentals, General Expenses and Incidentals

- 5.1.5 The NEB will bill the GNWT quarterly for Disbursements paid or payable to NEB employees and contractors.
- 5.1.6 NEB employees travel and related costs will be billed to the GNWT using the most current Treasury Board of Canada Secretariat travel rates and allowances.

Invoices

- 5.2 The NEB will invoice the GNWT on a quarterly basis or at other times mutually agreed to by the Parties. In any event, the NEB will invoice the GNWT within 30 days after the end of a fiscal year for costs related to all Services performed or contracted for in that fiscal year.
- 5.3 The GNWT will make full payment within 30 days of receiving the invoice.
- 5.4 Invoices will be rendered to the attention of:
 - Financial Shared Services
 - Government of the Northwest Territories
 - Mail: P.O. Box 1320, Yellowknife, NT X1A 2L9
 - Courier: 3rd Floor, YK Centre, 4922-48th Street, Yellowknife, NT X1A 2L9

 - Email: Financial_SharedServices@gov.nt.ca
- 5.5 Payment pursuant to this Agreement is subject to the condition contained in section 46 of the *Financial Administration Act*, R.S.N.W.T. 1988, as amended, which reads as follows:

It is a condition of every contract made by or on behalf of the Government requiring an expenditure that an expenditure pursuant to the contract will be incurred only if there is a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under the contract.

Invoice Information

- 5.6 Invoices provided by the NEB will indicate, or be accompanied by documentation sufficient to indicate:
- 5.6.1 The level of each NEB employee providing the Services billed for;
 - 5.6.2 The number of hours of Services provided by that employee in the billing period;
 - 5.6.3 The hourly or annual rate applicable to that employee;
 - 5.6.4 If the hourly rate is used, the number of hours of Services provided by the employee in the billing period and the month in which the services were performed; and,
 - 5.6.5 The nature of the Services provided by that employee.
- 5.7 Where Services are performed by contracted third parties, the invoice will indicate, or be accompanied by documentation sufficient to indicate:
- 5.7.1 The company and contractor name(s);
 - 5.7.2 The nature of the Services provided; and
 - 5.7.3 The cost of Services performed, including a breakdown of the hours spent and the hourly rates, if applicable.

Invoice or Cost Matters

- 5.8 Either Party may refer matters relating to invoicing or payment for dispute resolution in accordance with Article 12 – Dispute Resolution.

ARTICLE 6 - SERVICE PARAMETERS

Spending Limits

- 6.1 The aggregate amount for which the GNWT may be made responsible under this Agreement in respect of any fiscal year will not exceed the amount included in GNWT's budget for that fiscal year for the purpose of paying amounts invoiced to GNWT by NEB under this Agreement, subject to the following:
- 6.1.1 Before each subsequent fiscal year, GNWT shall notify the NEB in writing of the amount so included in GNWT's budget for that fiscal year.

- 6.1.2 GNWT agrees that the NEB may stop providing Services in a fiscal year once the NEB's charges hereunder equal GNWT's budget for that fiscal year as revised from time to time.

Priority Services

- 6.2 GNWT may request the NEB to perform services of a particular kind in a particular instance on a priority basis and in such a case the NEB will use reasonable efforts to accommodate the request on terms that are mutually agreeable.

Other Services

- 6.3 Subject to Article 6.4 below, the NEB agrees to perform other services not provided for in Schedule 'A' as requested from time to time by GNWT.
- 6.4 The NEB will perform the other services referred to in Article 6.3 only if the terms and conditions of those other services are mutually agreed to in writing by GNWT and the NEB.

Time Limits

- 6.5 Where a time limit is set out in the Mirror Legislation and any other applicable law in relation to Services to be provided by the NEB, GNWT will use its best efforts to provide NEB with the required documentation and information, as soon as possible after receipt of the same, to the NEB address and position set out in Article 13.10. The latter information will include the said time limits set out in the Mirror Legislation and any other applicable law. Upon receipt of such information, the NEB will use reasonable efforts to perform the Services within those time limits provided.

ARTICLE 7 - TRAINING OF GNWT STAFF

- 7.1 The Parties acknowledge that the GNWT seeks opportunities for its staff to be trained to provide some or all of the Services. To further that objective, the NEB will:
- 7.1.1 Invite the GNWT staff to attend training seminars, field demonstrations, third party presentations or other events undertaken to train the NEB staff;
- 7.1.2 Make reasonable efforts to permit GNWT's staff, at the GNWT's expense, to shadow NEB staff in the performance of duties identified in Schedule A; and

- 7.1.3 Use reasonable efforts to make NEB staff resident in or visiting the Northwest Territories available for consultation with GNWT staff where practical.

ARTICLE 8 - REPORTING

Annual Reporting

- 8.1 Each year of the Term, the Chief Operating Officer or designate of the NEB, will submit to the Executive Director, Office of the Regulator of Oil and Gas Operations, Department of Industry, Tourism and Investment or designate of the GNWT, an annual report identifying for the previous year the amount provided of each Service identified in Schedule 'A' and the costs the NEB has incurred in providing the Services pursuant to this Agreement.

ARTICLE 9 – INDEMNIFICATION

- 9.1 Subject to Article 9.3 and 9.4 the GNWT will hold harmless the NEB and its employees, agents, and officers from any and all third party claims, demands and actions for which the GNWT is legally responsible, including those arising out of negligence or willful acts of the GNWT, its employees, agents or officers
- 9.2 The NEB will not hold harmless the GNWT and its employees or agents from any and all third party claims, demands, and actions arising out of negligence or willful acts of the NEB, its employees, agents or officers.
- 9.3 In no event will a Party be liable to the other for any claim for special, punitive, incidental, indirect or consequential loss or damage (including loss of profits, data, business or goodwill), arising from all causes of action of any kind, including contract, tort, or otherwise, even if advised of the likelihood of such damages occurring.
- 9.4 To the fullest extent permitted by applicable law, the total aggregate liability to GNWT by the NEB under this Agreement, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, will be limited to the fees paid by GNWT to the date such liability was incurred, and in any event, to no more in the aggregate than the spending limit determined pursuant to Article 6.1.
- 9.5 Each Party agrees to consult with the other Party prior to negotiating, settling or compromising any claims under this Article.

ARTICLE 10 - DELEGATION

Delegation

- 10.1 The Regulator, CCO and CSO, if authorized to do so under the laws of the Northwest Territories, may delegate to NEB employees the powers and duties conferred or imposed on them by such laws.

Decision

- 10.2 Any delegatee authorized pursuant to Article 10.1 may make operational Decisions incidental to and consistent with the delegated authority authorized under the laws of the Northwest Territories and issue Decision Documents in the course of exercising and performing such delegated powers and duties, but otherwise the Services provided by a delegate to the GNWT will be of an advisory nature only.
- 10.3 The NEB may also provide technical Services to support GNWT through any reconsideration, review or appeal processes, and to support the presentation of reports provided pursuant to Article 8.1 - Reporting.

ARTICLE 11 - INFORMATION MANAGEMENT AND DOCUMENT CONTROL

Security Clearance

- 11.1 The GNWT and the NEB will each ensure that their employees and/or contractors obtain the security clearance required for viewing and/or working with documents and other sources of information, written and oral.

Records

- 11.2 The Parties will maintain adequate records and systems of internal control for the performance of all of their respective obligations under this Agreement.
- 11.3 All Records created by employees or contractors of the NEB in the course of providing Services under this Agreement become and remain in the custody of the GNWT.
- 11.4 If the Records described in Article 11.3 have joint value, a copy will be provided to the NEB and may be retained by the NEB for its own records purposes.
- 11.5 The Records referred to in Articles 11.3 and 11.4 will not be disclosed by the NEB without the written consent of the GNWT.

- 11.6 The NEB acknowledges that it has custody of Records it has collected or created which pertain to lands which will be governed by the Mirror Legislation, including analysis and records related thereto, and that the GNWT may require, from time to time, such Records relating to lands outside the ISR to enable or assist the Regulator, CCO or CSO to perform their duties under the Mirror Legislation.
- 11.7 The NEB will deliver copies of the Records referred to in Article 11.6, except for those pertaining to lands in the ISR, and except where prohibited by law, to the GNWT as soon as reasonably practicable after this Agreement takes effect, and in accordance with a document delivery plan to be developed between the Parties.
- 11.8 The NEB will deliver the originals of any Records referred to in Article 11.6, except for those pertaining to lands in the ISR, for any matter in respect of which an application was received by the NEB under COGOA or the CPRA, but in respect of which no authorization, operating licence, declaration or decision has been issued or made before the Mirror Legislation comes into force.
- 11.9 The NEB will deliver the original of any existing letter of credit or other security instrument pertaining to lands which will be governed by the Mirror Legislation to the GNWT on or before April 1, 2014.
- 11.10 With respect to the Records described in Article 11.6, the NEB will upon any reasonable request by the GNWT provide a certified true copy of any original of a Record in its possession, and will also upon any reasonable request of the GNWT make reasonable efforts to provide the GNWT with the original of any such Record, except where prohibited by law.

Continuing Obligation

- 11.11 The obligations of the NEB and NEB employees under Articles 11.1, 11.2, 11.3, 11.5, 11.7, and 11.10 survive the expiration or termination of this Agreement.

ARTICLE 12 - DISPUTE RESOLUTION

- 12.1 Any dispute relating to this Agreement and the Services performed or to be performed pursuant to it will be referred to the NEB, Business Unit Leader, Applications; and to the Executive Director, Office of the Regulator of Oil and Gas Operations, Department of Industry, Tourism and Investment of GNWT for joint consideration and resolution.

- 12.2 If a dispute referred to in Article 12.1 cannot be resolved by the representatives of the Parties described in that article, it shall be brought to the Chief Operating Officer, NEB and the Deputy Minister, Department of Industry, Tourism and Investment, GNWT, or their respective designates.
- 12.3 Failing resolution of a dispute pursuant to Articles 12.1 and 12.2, the Parties may pursue whatever remedies are available to them pursuant to this Agreement, or available at law.
- 12.4 The provision of Services as contemplated under this Agreement will continue while the dispute resolution processes contemplated under this article are ongoing.

ARTICLE 13 - GENERAL

No Adverse Presumption in Case of Ambiguity

- 13.1 There shall be no presumption that any ambiguity in this Agreement be resolved in favour of either of the Parties. For greater certainty, the *contra proferentem* rule shall not be applied in an interpretation of this Agreement.

No Implied Obligations

- 13.2 No implied terms or obligations of any kind by or on behalf of either of the Parties shall arise from anything in this Agreement. The express covenants and agreements contained in this Agreement and made by the Parties are the only covenants and agreements upon which any rights against either of the Parties may be founded.

Interpretation

- 13.3 The division of this Agreement into articles, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only.
- 13.4 Schedules 'A' and 'B' attached hereto form part of this Agreement.

Entry into Force

- 13.5 This Agreement will take effect upon the date of the last Party's signature.

Amendments and Waivers

- 13.6 This Agreement may be amended at any time by the written consent of the Parties as executed by their duly authorized representatives.
- 13.7 A waiver, forgiveness or forbearance by either Party of the strict performance by the other Party of any covenant or other provision of this Agreement shall be in writing, and will not of itself constitute a waiver of any subsequent breach of that covenant or provision or any other covenant or provision thereof. The failure of a Party to require the fulfilment of any obligation by the other Party or to exercise any rights herein will not constitute a waiver or acquiescence or surrender of those obligations or rights.

Term

- 13.8 This Agreement will terminate in two years from the date of execution unless the Parties agree, in writing, to renew the Agreement.

Termination

- 13.9 This Agreement may be terminated by either Party on its giving at least six months' notice in writing to the other Party.

Notices

- 13.10 Any notice or communication required to be given under this Agreement will be made in writing and will be delivered personally, sent by fax, electronic communication or by first class prepaid mail to the addresses listed below.

If to the GNWT:

Executive Director
Office of the Regulator of Oil and Gas Operations
Department of Industry, Tourism and Investment
Government of the Northwest Territories
Mail: P.O. Box 1320, Yellowknife, NT X1A 2L9
Courier: #800, 5102-50th Avenue, Yellowknife, NT X1A 3S8
Facsimile: 867-873-0563

If to the NEB:

Business Unit Leader, Applications
444 – Seventh Avenue SW
Calgary, Alberta
T2P 0X8
Phone: (403) 292 4800
Fax: (403) 292-5503

Receipt of Notice

- 13.11 The date of receipt of any notice shall be deemed to be:
 - 13.11.1 If personally delivered or sent by courier, the date of delivery;
 - 13.11.2 If sent by certified or ordinary mail, seven business days after mailing;
and
 - 13.11.3 If sent by electronic communications or fax, 24 hours after the time of transmission, excluding from the calculation, weekends and public holidays.

Counterparts

- 13.12 This Agreement may be executed in counterparts, each of which will be deemed as an original and all of which constitute one and the same document.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed as of the date first written above.

**GOVERNMENT OF THE
NORTHWEST TERRITORIES**

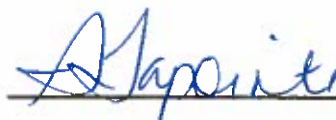
By: _____



**Peter Vician
Deputy Minister, Department of
Industry, Tourism and Investment**

NATIONAL ENERGY BOARD

By: _____



**Sandy Lapointe
A/Chief Operating Officer**

SCHEDULE A

LIST OF SERVICES PERFORMED BY THE NEB

[This is intended to be a comprehensive list of all functions expressly assigned to the NEB or its staff under CPRA, COGOA, and the Regulations]

The following services may be provided by NEB employees or third party contractors retained by the NEB. The NEB may perform or contract for other services not described in Schedule A, as required from time to time by the GNWT, that are mutually agreeable by the Parties.

CATEGORY #1: Land Issuance

DESCRIPTION:

- Distribution and Receipt of Request for Posting and Call for Bid Packages
- Review and Advice Review, consult, and advise on lease locations

CATEGORY #2: Geophysical/Geological Operations

DESCRIPTION:

- Application Review and Advice
- Preapproval Inspections
- Operational Inspections and Reporting
- Monitoring Programs
- Data Management and Follow Up
- Provision of Environmental and Technical Advice

CATEGORY #3: Drilling Operations

DESCRIPTION:

- Application Review and Advice
- Preapproval Inspections
- Start Up Monitoring
- Operational Inspections and Reporting
- Monitoring Programs

- Data Management and Follow Up
- Provision of Environmental and Technical Advice

CATEGORY #4: Well, Pipeline and Facility Operations

DESCRIPTION:

- Review Program
- Inspection
- Reporting
- Data Management and Follow Up
- Provision of Environmental and Technical Advice

CATEGORY #5: Well, Pipeline and Facility Applications

DESCRIPTION:

- Application Review and Advice
- Construction Monitoring and Inspections
- Start Up Monitoring
- Reporting
- Data Management and Follow Up
- Provision of Environmental and Technical Advice

CATEGORY #6: Applications for Well, Pipeline and Facility Modifications and Schemes

DESCRIPTION:

- Application Review and Advice
- Construction Monitoring and Inspections
- Start Up Monitoring
- Reporting
- Data Management and Follow Up
- Provision of Environmental and Technical Advice

CATEGORY #7: Designation and Regulation of Production

DESCRIPTION:

- Fields, Pools and Zones
- Prorationing of Production
- Pooling and Unitization
- Provision of Environmental and Technical Advice
- Data Management and Follow Up

CATEGORY #8: Emergency Response and Accident Investigation

DESCRIPTION:

- Inspection & Enforcement
- Reporting
- Data Management and Follow Up
- Provision of Environmental and Technical Advice

CATEGORY #9: Geological Assessments

DESCRIPTION:

- Reservoir Studies
- Geological Studies
- Petrophysical Studies
- Provision of Environmental and Technical Advice
- Data Management and Follow Up

CATEGORY #10: Economic Evaluations

DESCRIPTION:

- Performance Monitoring
- Economic Development Proposals
- Resource Development Economic Studies
- Provision of Environmental and Technical Advice
- Data Management and Follow Up

CATEGORY #11: Information Flow

DESCRIPTION:

- Records Receipt
- Records Storage
- Records Transfer
- Provision of Environmental and Technical Advice

CATEGORY #12: Frontier Information Office

- Data Management and Follow Up

CATEGORY #13: Significant Discoveries/Commercial Discoveries

- Application Review and Advice

SCHEDULE “B” – Calculation of the Annual and Hourly Rates

1. The “Annual Rate” is calculated on the basis of the current:
 - annual salary of the NEB employee;
 - 4.95% Calgary Allowance;
 - the total maximum payout under all other allowances (e.g., Market Allowance) and Performance Pay; and
 - the Administrative fee.

2. The “Hourly Rate” is calculated on the basis of the current rates below:

Clas'n	Est't Clas'n_ \$	Calgary Allwc	Anticipated Perf Pay	Mkt Allwc	Est't Full \$	Est'tHrs \$	With 40% Adm
NEB - 04	47,939	2,373	4,130		54,442	27.92	38.07
NEB - 05	54,060	2,676	1,935		58,671	30.09	41.03
NEB - 06	60,958	3,017	2,183		66,158	33.93	46.26
NEB - 07	68,725	3,402	2,459		74,585	38.25	52.16
NEB - 08	77,489	3,836	2,775	5,000	89,100	45.69	62.31
NEB - 09	90,863	4,498	4,561	5,000	104,922	53.81	73.37
NEB - 10	102,450	5,071	6,667	8,000	122,189	62.66	85.45
NEB - 11	112,182	5,553	9,606	12,000	139,341	71.46	97.44
NEB - 12	122,838	6,080	12,311	17,000	158,229	81.14	110.65
NEB - 13	140,512		20,480	17,000	177,991	91.28	124.47
NEB - 14	158,080		28,526	17,000	203,606	104.41	142.38
NEB - 15	177,453		32,021	17,000	226,475	116.14	158.37

This table could have some small rounding errors.

The “Hourly Rate” is calculated on the basis of the Annual Rate (above), based on the average salary per NEB-level and including maximum payouts for current NEB allowances and performance pay, divided by:

- 220 working days; and
- 7.5 hours per day.

This Schedule will be amended by the NEB from time to time to reflect salary increases and other changes in effect at the NEB, such as those that may result from collective bargaining or classification renewal.

GNWT agrees to pay the amounts set out in amended Schedules upon receipt of notification of the amendment.



Northwest
Territories Office of the Regulator of Oil and Gas Operations

Ms. Sandy Lapointe
Executive Vice President, Regulatory
National Energy Board
517 – 10 AVE SW
CALGARY, ALBERTA T2R 0A8

OCT 14 2015

Dear Ms. Lapointe:

National Energy Board Services Agreement Renewal

Further to recent discussions between our respective organizations, the Government of the Northwest Territories (the GNWT) wishes to renew the services agreement between itself and Her Majesty the Queen in right of Canada as represented by the National Energy Board (the NEB) dated March 14, 2014 for a further term of two years. The agreement expires on March 14, 2016.

As you are aware, since the agreement was executed, the *Oil and Gas Operations Act* S.N.W.T. 2014, c.14, the *Petroleum Resources Act* S.N.W.T. 2014, c.15 and associated regulations have been enacted as the "Mirror Legislation" contemplated in the agreement, and negotiations are proceeding in respect of a plan for the transfer of records contemplated by article 11 of the agreement. The GNWT and the NEB have also entered into an indemnity agreement dated September 17, 2014 in respect of such records.

If the NEB is prepared to extend the services agreement pursuant to article 13.8 for a further two years on the same terms and conditions as in the existing agreement

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commencing March 14, 2016, kindly signify your agreement to such extension by signing the enclosed copy of this letter and returning same to me at your earliest convenience via surface mail or electronic or facsimile transmission.

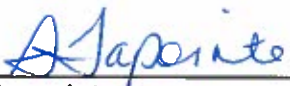
Sincerely,



James Fulford
Executive Director

This will confirm that the NEB agrees to extend the services agreement with the GNWT, dated March 14, 2014, for a further term of two years commencing March 14, 2016.

Dated this 22 day of October, 2015
National Energy Board

Per: 
Sandy Lapointe
Executive Vice President, Regulatory



NWT OFFICE OF THE REGULATOR OF OIL AND GAS OPERATIONS

Office of the Regulator of Oil and Gas Operations

P.O. Box 1320, Yellowknife, NT X1A 2L9

Tel: 867-767-9097 • Fax: 867-920-0798 • Web: www.oroogo.gov.nt.ca

Courier Address: 4th floor, 5201 – 50th Avenue, Yellowknife, NT X1A 3S9

Executive Vice President, Regulatory
National Energy Board
517 – 10 AVE SW
CALGARY ALBERTA T2R 0A8

Dear Executive Vice President:

National Energy Board Services Agreement Renewal

Further to recent discussions between our respective organizations, the Government of the Northwest Territories (the GNWT) again wishes to renew the services agreement between itself and Her Majesty the Queen in right of Canada as represented by the National Energy Board (the NEB) dated March 14, 2014 for a further term of two years. The agreement, previously extended by letter dated October 14, 2015, expires on March 14, 2018.

The transfer of historic records to Office of the Regulator of Oil and Gas Operations (OROGO) is still underway. Further, OROGO would like to continue to have the ability to obtain assistance from NEB staff, on a fee-for-service basis, as contemplated under the agreement.

If the NEB is prepared to extend the services agreement pursuant to article 13.8 for a further two years on the same terms and conditions as in the existing agreement commencing March 14, 2018, kindly signify your agreement to such extension by signing the enclosed copy of this letter and returning same to me at your earliest convenience via surface mail or electronic or facsimile transmission.

Sincerely,

James Fulford
Executive Director

This will confirm that the NEB agrees to extend the services agreement with the GNWT, dated March 14, 2014, for a further term of two years commencing March 14, 2018.

Dated this 14 day of February ⁸ ~~December~~, 2017
National Energy Board

Per. Mary Heltz
Executive Vice President, Regulatory



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Premier(ère) vice-président(e) de la réglementation

Office national de l'énergie

517, 10^e Avenue S.-O.

Calgary (Alberta) T2R 0A8

Objet : Renouvellement de l'entente de service avec l'Office national de l'énergie

Madame,
Monsieur,

Pour faire suite aux récents échanges entre nos organisations respectives, le gouvernement des Territoires du Nord-Ouest (GTNO) souhaite renouveler une fois de plus, pour une période de deux ans, l'entente de service qu'il a conclue le 14 mars 2014 avec Sa Majesté la Reine du chef du Canada, représentée par l'Office national de l'énergie. L'entente, qui a fait l'objet d'une première prolongation en vertu de la lettre du 14 octobre 2015, viendra à échéance le 14 mars 2018.

Le transfert des dossiers existants au Bureau de l'organisme de réglementation des opérations pétrolières et gazières étant toujours en cours, ce dernier aimerait pouvoir continuer à profiter de l'aide du personnel de l'Office, moyennant rémunération à l'acte, comme il est établi dans l'entente.

Si, en vertu de l'article 13.8 de l'entente, l'Office accepte de reconduire celle-ci pour deux ans à partir du 14 mars 2018 selon les mêmes modalités, veuillez donner votre consentement en signant la copie ci-jointe de la présente et me l'envoyer le plus tôt possible par courriel ou télécopie, ou encore par la poste.

Veuillez accepter, Madame, Monsieur, mes salutations cordiales.

James Fulford
Directeur général

La présente confirme que l'Office national de l'énergie accepte de reconduire l'entente de service conclue le 14 mars 2014 avec le gouvernement des Territoires du Nord-Ouest pour une période de deux ans, à compter du 14 mars 2018.

Signé le 14 ^{Février} ~~décembre~~ 2017
Office national de l'énergie

^{interim/} Par :
Premier(ère) vice-président(e) de la réglementation