

MEMORANDUM OF UNDERSTANDING BETWEEN

THE WORKERS' SAFETY AND COMPENSATION COMMISSION

AND

THE REGULATOR OF OIL AND GAS OPERATIONS

WHEREAS the Regulator of Oil and Gas Operations (the "Regulator") has jurisdiction under OGOA for the regulation of oil and gas exploration, development and related activities in the onshore Northwest Territories, excluding the Inuvialuit Settlement Region and Federal areas;

AND WHEREAS the Workers' Safety and Compensation Commission (the "WSCC") has jurisdiction under the *Workers' Compensation Act* and the *Safety Act* for the regulation of workers' safety in the Northwest Territories;

AND WHEREAS each Party has certain responsibilities in relation to the promotion of human health and safety with respect to oil and gas works and activities;

AND WHEREAS the Parties recognize and respect each other's jurisdiction, including their respective responsibilities to monitor the safety of oil and gas works and activities and to ensure compliance with the applicable regulations;

AND WHEREAS the Parties have agreed to work together so that their responsibilities are carried out in an effective and efficient manner in order to minimize duplication of effort and provide for a comprehensive oversight of oil and gas works and activities within their areas of jurisdiction.

NOW THEREFORE, the Parties agree that:

1.0 INTERPRETATION

In this Memorandum of Understanding:

"Canada Oil and Gas Operations Act" means the *Canada Oil and Gas Operations Act*, R.S.C., 1985, c.O-7

"Federal areas" means areas within the onshore Northwest Territories to which the *Canada Oil and Gas Operations Act* applies, pursuant to paragraph 3(a) of that Act;

“Inuvialuit Settlement Region” has the same meaning as that term is defined in the *Canada Oil and Gas Operations Act*.

“MOU” means this Memorandum of Understanding;

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

“*Oil and Gas Occupational Safety and Health Regulations*” means the *Oil and Gas Occupational Safety and Health Regulations*, R-044-2014;

“Parties” means the WSCC and the Regulator, and “Party” means any one of the Parties;

“Regulator” means the Regulator designated under section 121 of OGO;

“*Safety Act*” means the *Safety Act*, R.S.N.W.T. 1988,c.S-1 as amended; and

“*Workers’ Compensation Act*” means the *Workers’ Compensation Act*, S.N.W.T. 2007,c.21 as amended.

2.0 PURPOSE

This MOU is intended to:

- (a) encourage and assist the Parties, where possible, to work together cooperatively in the exercise of their respective statutory duties and powers;
- (b) foster coordination and communication in order to enable the Parties to effectively discharge their respective statutory duties and powers; and
- (c) establish a process whereby the WSCC and the Regulator may share their respective technical expertise and knowledge, as may be beneficial to serve the mutual interests of the Parties.

3.0 SCOPE

- 3.1 This MOU is not legally binding and does not impose, nor is it intended to impose, any legal commitments on, or give rise to any legal rights not otherwise held by the Parties, nor does it alter in any way the duties and powers established by the *Workers’ Compensation Act*, the *Safety Act*, OGO or any of the regulations under those Acts.

- 3.2 This MOU does not affect or in any way fetter the discretion or decision making of the Parties.
- 3.3 This MOU does not prevent either Party from entering into such other agreements as may contribute to the effective and efficient discharge of their respective duties.
- 3.4 This MOU may be amended to include additional parties where the inclusion of additional parties is consistent with the purpose of this MOU.

4.0 PRINCIPLES FOR COOPERATION

In order to achieve the purposes of this MOU the Parties agree to the following principles:

- (a) Notification – timely notice of any matter relevant to this MOU and any future MOU is an essential element of the cooperative framework established by this MOU;
- (b) Information Sharing – subject to legislation respecting privacy and the rules and legislation preventing the disclosure of confidential and privileged information, the Parties agree to early and open sharing of information relevant to their duties and powers;
- (c) Engagement – the cooperative framework established by this MOU will be enhanced by early engagement and discussion of matters of mutual interest; and
- (d) Identification of Cooperative Opportunities – the Parties expect to identify other opportunities for cooperation and will explore such opportunities as they arise.

5.0 AREAS OF COOPERATION AND COORDINATION OF ACTIVITIES

- 5.1 The Parties may meet from time to time in order to discuss matters of mutual interest and to further the purposes of this MOU.
- 5.2 The Parties may, to the extent provided by law, assist each other by sharing technical and regulatory information and expertise.
- 5.3 The Parties will explore opportunities for capacity building among their respective staff including, where feasible, such actions as the development and implementation of joint training initiatives for staff.

- 5.4 The Parties will seek opportunities to cooperate in enhancing public awareness of safety requirements for oil and gas works and activities including, where feasible, such actions as the development and promotion of safety education programs and occupational safety and health promotional activities aimed at employers and employees in the oil and gas sector.
- 5.5 The WSCC will consult with the Regulator when it develops, revokes or amends regulations respecting the health and safety of persons employed on or in connection with matters regulated under OGOA under section 25 of the *Safety Act*.
- 5.6 The WSCC will consult with the Regulator when the Chief Safety Officer under the *Safety Act* develops, revokes or amends codes of practice under subsection 18(3) of the *Safety Act* that relate to the *Oil and Gas Occupational Safety and Health Regulations*.
- 5.7 The Regulator will consult with the WSCC when it develops, revokes or amends guidelines or interpretive notes under section 18 of OGOA that relate to human health and safety requirements.
- 5.8 Areas of cooperation between the Parties may include but are not limited to:
- (a) coordination in the event of major incidents and incidents involving serious injuries or fatalities;
 - (b) coordination and cooperation on inspections of oil and gas works and activities;
 - (c) cooperation between safety officers;
 - (d) joint research into the causes of and means of preventing oil and gas accidents; and
 - (e) any other areas as may be agreed by the Parties from time to time.
- 5.9 Any area of cooperation described in Section 5.8 may be included in a separate agreement between the Parties if required.

6.0 EXPENDITURES

Each Party shall be responsible for the costs of its own participation in this MOU, unless the Parties agree otherwise.

7.0 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.

8.0 OTHER

Nothing in this MOU is intended to diminish or otherwise affect the authority of either Party to carry out its 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.

9.0 PUBLIC AVAILABILITY OF MOU

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

10.0 EFFECTIVE DATE

This MOU becomes effective as of the date of the last signature of the Parties.

11.0 AMENDMENT AND TERMINATION

11.1 This MOU will be reviewed periodically by the Parties and may be amended in writing by mutual consent.

11.2 This MOU may be terminated by either Party upon 30 days' notice in writing to the other Party.

12.0 NOTICES

Notice under this MOU will be given in writing:

For the Workers' Safety and Compensation Commission, notice will be given to:

President and CEO
Workers' Safety and Compensation Commission
P.O. Box 8888
Yellowknife NT X1A 2R3
Telephone: (867) 669-4442
Fax: (867) 669-4462

For the Regulator, 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

13.0 COUNTERPARTS

This MOU may be executed in counterparts, each of which is be deemed to be an original, and all of which, taken together, shall constitute the same agreement.

FOR THE WSCC

Original signed by
Dave Grundy
September 24, 2015

President and CEO

Date

FOR THE REGULATOR

Original signed by
David Ramsay
September 30, 2015

Regulator

Date