

And WHEREAS the NEB may receive a Review Report for oil and gas projects or developments under its jurisdiction from the EIRB at the conclusion of an environmental impact review proceeding, including recommendations;

And WHEREAS the Parties wish to establish a process or framework by which the Parties can collaborate to promote effective coordination, avoid duplication of activities, and provide support where capacity exists and assistance is requested, leading to greater efficiency and effectiveness in the delivery of environmental impact screening and review processes and regulatory programs (collectively “mutual support”);

And WHEREAS the Parties wish to develop a framework for cooperation in responding to EISC or EIRB recommendations; and

And WHEREAS the Parties wish to establish a process by which support, common training, and mutual assistance can be offered to each other;

THEREFORE, through this Memorandum of Understanding (MOU), THE PARTIES AGREE TO THE FOLLOWING:

1. DEFINITIONS AND PURPOSE

- 1.1. Any word or term used in this MOU which is defined or used in the IFA, NEB Act, the COGOA, and the CPRA, has the same meaning or use herein;
- 1.2. The purpose of this MOU is to establish a process or framework where the Parties provide each other with mutual support to effectively and efficiently carry out their respective mandates;

2. COOPERATION

- 2.1. The Parties agree to pursue opportunities for cooperation, collaboration, and partnership with each other.
- 2.2. Cooperation may take the form of staff exchanges; emergency management planning and exercises; joint training initiatives; shared resources for application assessments and compliance verification; and consultative regulatory development.

3. FACILITATING EFFECTIVE PROCEEDINGS

- 3.1. The Parties agree to cooperate in enhancing the effectiveness and efficiency of their respective environmental assessment processes.
- 3.2. In order to assist the EISC or the EIRB in conducting effective and efficient environmental impact screenings and reviews the NEB agrees to:

- a) Provide relevant information requested by the EISC or the EIRB about the NEB's programs, decision-making processes and other matters related to the NEB's mandates within the limits set by the *National Energy Board Act*, the *Canada Oil and Gas Operations Act*, and the *Canada Petroleum Resources Act*;
 - b) Provide all non-privileged relevant information that the NEB has about any development being screened by the EISC or being assessed and reviewed by the EIRB in order to contribute a well informed decision by the EISC or the EIRB;
 - c) Make NEB staff available to answer relevant EISC or EIRB questions or address concerns before the EISC or the EIRB initiates their decision-making processes; and
 - d) Provide reasonable assistance as requested by the EISC or the EIRB for their decision-making processes.
- 3.3 The EISC and the EIRB agree, in accordance with their *Operating Guidelines and Procedures*, to make their decisions as expeditiously as possible and to convey all decisions to the NEB and any relevant authorities competent to authorize the development with whatever information may assist them to understand a decision.
- 3.4 In fulfilling their impact screening and impact review mandates, the EISC and the EIRB agree to consider the NEB's environmental responsibilities pursuant to NEB Act, the COGOA, and the *Canadian Environmental Assessment Act, 2012*, so that the resulting environmental impact screening and environmental impact review would assist the NEB in fulfilling its responsibilities under these statutes.
- 3.5 The NEB agrees to review and consider all EISC or EIRB decisions and recommendations as expeditiously as possible and where delays may occur to so advise the EISC or the EIRB.
- 3.6 The NEB may seek clarification of an EISC or EIRB decision or recommendation in order to discharge its statutory responsibilities.
- 3.7 The NEB shall provide notice of any regulatory decision made in respect of a project or development subject to an EISC or EIRB decision and publish reasons for any response to EISC or EIRB decisions or recommendations.

4 CONFIDENTIALITY

Each of the Parties agrees to keep confidential all information obtained in the carrying out of this MOU concerning the operations or business of others except for such information which is generally available to the public or is required by law to be made public.

5 LEGAL LIMITATION

This MOU is not intended to be a legally binding instrument or to give rise to any legal rights not otherwise held by the Parties.

6 JOINT ADMINISTRATION, AMENDMENT AND TERMINATION

6.1 The Parties agree to review their experience under this MOU periodically and the first such review shall take place 12 months after this MOU comes into force.

6.2 Any notice which may be provided pursuant to this agreement shall be provided to:

Attention: Business Unit Leader, Operations
National Energy Board
444 Seventh Avenue SW
Calgary, Alberta
T2P 0X8

Attention: EIS Coordinator - EISC
Environmental Impact Screening Committee
Joint Secretariat – ISR
107 Mackenzie Road, Suite 204
P. O Box 2120,
Inuvik, Northwest Territories
X0E 0T0

Attention: EIR Coordinator – EIRB
Environmental Impact Review Board
Joint Secretariat – ISR
107 Mackenzie Road, Suite 204
P. O Box 2120,
Inuvik, Northwest Territories
X0E 0T0

6.3 The terms and provisions of this MOU may be amended in writing upon mutual consent of the Parties.

6.4 Any Party may terminate this MOU upon 30 days written notice to the other Parties.

6.5 The date of receipt of any Notice shall be deemed to be:

- a) The date of delivery if personally delivered or sent by courier;
- b) Five business days after mailing if sent by certified or ordinary mail; and
- c) Twenty-four (24) hours after the time of transmission if sent by electronic communications or fax.

Weekends and public holidays shall be excluded from the calculation, of the date of receipt.

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


6.7 This MOU comes into force once all of the Parties have signed it.

Each of the Parties has executed this MOU by its duly authorized representatives on the 20th day of November, 2012.


National Energy Board

**Environmental Impact
Review Board**

**Environmental Impact
Screening Committee**



Gaétan Caron
Chair and C.E.O.



Elizabeth Snider
Chair



John Ondrack
Chair