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**MOM between the Ministry of Mineral Resources of Greenland and the National Energy Board of Canada.**

31-07-2015

Please see enclosed signed MOU.

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NEB/ONE

## **Memorandum of Understanding between the Ministry of Mineral Resources of Greenland and the National Energy Board of Canada Regarding Cooperation**

The Ministry of Mineral Resources (MMR) and the National Energy Board of Canada (NEB), hereinafter referred to as the "Participants".

Whereas the MMR is the principal authority for licensing issues and is the authority for safety matters including supervision and inspections in Greenland, which is a self-governing part of the Kingdom of Denmark,

Whereas the NEB is the principal independent federal regulator in the natural gas and oil industry in Canada, established in 1959 by the Parliament of Canada to regulate, under the *National Energy Board Act* (NEB Act), international and interprovincial aspects of the oil, gas and electric utility industries,

Whereas the NEB regulates activities associated with oil and gas operations in non-Accord Frontier<sup>1</sup> offshore areas under the Canada Oil and Gas Operations Act (COGOA), including geophysical operations (seismic, aeromagnetic, gravity), drilling and operation of wells, and production facility operations,

Considering that, while the specific responsibilities vary between the Participants, each has responsibilities that impact upon the development, production and transportation of natural gas and oil, both within the domestic boundaries and across the international boundaries of their respective countries,

Wishing to build on the *Agreement for cooperation relating to the marine environment (with annexes)*, signed at Copenhagen on 26 August 1983,

Have come to the following understanding:

### **1. General Statement of Purpose**

The purpose of this MOU is to express the desire of the Participants to cooperate to:

- (i) Share information on regulatory approaches and current events; and,
- (ii) Seek opportunities for cooperation between the MMR and the NEB.

### **2. Specific Areas of Cooperation**

(a) The Participants will cooperate by promoting ongoing open information exchanges on:

- (i) Their respective regulatory requirements, regulatory oversight approaches, regulatory processes, guidelines and best practices;

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<sup>1</sup> The NEB has regulatory responsibilities for oil and gas exploration and activities in frontier lands not otherwise regulated under joint federal/provincial accords.

- (ii) Developments in their energy markets;
- (iii) The energy policy context within which they operate; and,
- (iv) Specific energy projects.

(b) The cooperation of the Participants may be achieved through:

- (i) meetings;
- (ii) staff exchanges;
- (iii) emergency management planning and exercise;
- (iv) joint training initiatives; and,
- (v) sharing of compliance data and reports.

(c) The Participants may, at any time, create an activity-specific arrangement to set out specific objectives and their roles with respect to a particular project.

### **3. Expected Benefits of Cooperation**

The Participants expect the following benefits from their cooperation:

- (a) Regular exchanges of information on regulatory and management approaches to help promote best practices in their respective regulatory actions; and,
- (b) Regular exchanges on information on developments in their energy markets to assist the efficiency of each Participant by providing early information on developing trends that may impact both Greenland and Canada.

### **4. Frequency of Information Exchanges**

- (a) The Participants intend to meet once a year, either in-person alternating between Greenland and Canada, or virtually by video or teleconference. The Participants may alter the site and format of the in-person meetings and postpone or cancel any meeting upon their mutual decision. The Participants will revisit the frequency of meetings from time to time.
- (b) The Participants will maintain regular contact throughout the year by telephone, videoconference, or email. The Participants will ensure that their respective staffs will informally exchange information within their specific areas of responsibility on an ongoing basis.

### **5. Statement of Limitations**

This MOU is not legally binding.

### **6. Confidentiality and Release of Information**

- (a) The Participants will exchange information that is in the public domain in Greenland or Canada or that could be released without breaching any confidentiality concerns. If the Participants share confidential information, they will clearly identify the information as such.

(b) The Participants will, subject to applicable law, protect any non-public records or portions thereof provided by the other Participant from unauthorized disclosure.

## 7. Final Dispositions


(a) This MOU will take effect as of the date of the last signature of either Participant and will remain valid for five years.


(b) The Participants will review and may renew this MOU every five years.

(c) The Participants may amend this MOU upon their mutual written consent.

(d) Either of the Participants may terminate this MOU by giving a written notice to the other Participant.

Signed in Calgary, Alberta, Canada on this 6 day of July, 2015, and in Nuuk, Greenland on this 31 day of July, 2015.

  
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Jørgen T. Hammeken-Holm, Acting Deputy Minister  
Ministry of Mineral Resources, Greenland

  
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Peter Watson, Chair and CEO  
National Energy Board of Canada