

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
THE CANADA ENERGY REGULATOR (CER)**

AND

THE ALBERTA ENERGY REGULATOR (AER)

(HEREINAFTER REFERRED TO COLLECTIVELY AS THE PARTICIPANTS)

WHEREAS, pursuant to the *Canadian Energy Regulator Act*, SC 2019, c 28, s 10 (**CER Act**), the CER regulates aspects of the energy industry in Canada, including interprovincial and international pipelines, and ensures that pipelines and associated facilities under its jurisdiction (**CER Pipelines**) are constructed and operated in a manner that is safe, secure and efficient and that protects people, property and the environment;

AND WHEREAS, pursuant to the *Responsible Energy Development Act*, SA 2021, c R-17.3, (**REDA**), the AER is mandated to provide for the efficient, safe, orderly and environmentally responsible development of energy resources in Alberta, including the construction and operation of pipelines and associated facilities under its jurisdiction (**AER Pipelines**);

AND WHEREAS, pursuant to its governing legislation and regulations made thereunder, the powers and responsibilities of the CER include that it require that appropriate emergency response plans are in place for CER Pipelines; oversee the emergency response of the operating company in an emergency involving a CER Pipeline; respond to any incident involving a CER Pipeline as appropriate; and, subject to the jurisdiction of the Transportation Safety Board, may investigate, hold an inquiry into, make findings as to the cause of or factors contributing to any accident involving a CER Pipeline, make recommendations relating to the prevention of future similar accidents, and issue decisions or orders related to the design, operation, and abandonment of CER Pipelines at the conclusion of an inquiry;

AND WHEREAS, pursuant to its governing legislation and regulations made thereunder, including *REDA* and the *Pipeline Act*, RSA 2000, c P-15, the powers and responsibilities of the AER include that it ensure the control and containment of any accidental release of oil, gas, or water from an AER Pipeline; require mandatory notification of any accident, incident, or spill involving an AER Pipeline; require that appropriate emergency response plans are in place for AER Pipelines; oversee the emergency response of the operating company in an emergency involving an AER Pipeline; responds to any incident involving an AER Pipeline as appropriate; and may investigate any incident involving an AER Pipeline, make findings as to causes of and responsibility for any incident, and take compliance and enforcement actions as necessary;

AND WHEREAS, the Participants came together to develop this MOU to share information and promote effective cooperation in areas of mutual interest and benefit, and, through the sharing of information and cooperative activities, support the Participants' respective mandates concerning pipeline safety and incident response;

AND WHEREAS, the continued safe operation of pipeline infrastructure in the province of Alberta and within Canada is dependent on the adequacy and effectiveness of design, construction, operation, maintenance, and other aspects of pipeline transportation activities in both federal and provincial jurisdictions;

AND WHEREAS, the Participants recognize that carrying out their respective mandates benefits from appropriate cooperation in examining, regulating, or otherwise overseeing pipeline infrastructure in the province of Alberta within each of the Participants' respective jurisdictions.

THEREFORE, FOR THE PURPOSES OF THIS MOU, THE PARTICIPANTS CONCUR AS FOLLOWS:

1 Purpose

The purpose of this MOU is to enhance the interjurisdictional cooperation and coordination of activities, data and information between the Participants related to regulatory matters concerning pipeline safety, security, and incident response.

2 Previous Memorandum of Understanding Superseded

This MOU supersedes the 2010 Memorandum of Understanding concerning pipeline safety and incident response between the National Energy Board, the predecessor of the CER, and the Energy and Resource Conservation Board, the predecessor of the AER.

3 Areas of Cooperation and Collaboration

3.1 Regulatory Matters

In carrying out their respective mandates, the Participants will cooperate through ongoing information exchanges related to their respective regulatory tools concerning pipeline safety and incident response, such as requirements, guidelines, best practices, development, oversight, compliance and enforcement activities, and processes.

3.2 Emergency Management

The Participants will coordinate emergency management activities related to pipeline safety and incident response in accordance with [Annex A](#).

3.3 Stakeholder and Indigenous Engagement

To support relationship-building, where practicable, the Participants will coordinate stakeholder and Indigenous engagement activities, collaborate on engagement efforts, and share engagement outcomes with each other concerning matters of mutual interest.

4 Cooperation, Collaboration and Notification

Subject to Section 7 of this MOU and to the extent practicable, each Participant will endeavour to:

4.1 Notify the other party of potential contraventions to its legislation in accordance with its procedures.

4.2 Cooperate on incidents and emergencies associated with the Participants' regulated pipelines.

4.3 Where appropriate, pursue joint training, technical liaison, staff exchanges, incident response and emergency preparedness exercise opportunities.

4.4 Support timely exchange of information promoting safe construction and operating practices and reporting unauthorized activities on the Participants' regulated pipelines.

4.5 Where appropriate, undertake coordinated investigations for energy related incidents where each jurisdictional authority has been impacted.

5 General

5.1 "Local business units" means each Participants' work groups, teams, sections or other identifiable organized unit of personnel representing defined areas of responsibility and corresponding work functions concerning pipeline safety and incident response.

5.2 Copies of this MOU will be included with each Participant's local business units' operating procedures.

5.3 The Participants will endeavor to maintain communication as needed, for the purposes of identifying ongoing and potential future opportunities for information sharing, cooperation, and collaboration concerning pipeline safety and incident response.

5.4 The Participants intend to encourage staff within their respective organizations to informally exchange information, as appropriate, within their specific areas of responsibility concerning pipeline safety and incident response, on an ongoing basis.

5.5 Subject to the terms of any agreements between the Participants outside of this MOU in respect of any specific incidents or activities, each Participant will pay for its own costs related to activities associated with this MOU.

5.6 The Participants will make this MOU publicly available according to each Participant's information practices.

6 Administration of this MOU:

6.1 The following are the designates for the administration of this MOU including notices, review, and assessment (Section 10).

FOR CER	FOR THE AER
Chris Finley Director- Emergency Management and Security 517 10 Ave SW #210, Calgary, AB T2R 0A8 (403) 299-3118	Office of the CEO Suite 201, 5002 – 55 Street, Red Deer, AB T4N 7A4 Phone: (403) 754 6392 Ceoffice@aer.ca

7 Disclosure and Use of Information

7.1 The Participants will collect, use, retain, store, publish, disclose, and destroy and treat information exchanged pursuant to this MOU in accordance with all applicable laws and applicable Government of Canada or Government of Alberta standards respectively, as regarding the distribution, maintenance, and storage of such information.

7.2 The Participants agree that information received from the other organization shall not be used or subsequently disclosed to a third party without the prior written consent of the disclosing organization, except as required by applicable law.

7.3 To the extent any advance notice, findings, or investigation reports are shared in furtherance of the purposes of this MOU, each Participant shall protect any non-public records or portions thereof provided by the other Participant from unauthorized disclosure in accordance with applicable law.

7.4 All confidentiality provisions under this MOU, subject to applicable law, will survive termination of this MOU.

8 Disclaimers

8.1 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 Participants, its agents, or officers.

8.2 Nothing in this MOU is intended to diminish or otherwise affect the authority of either Participant to carry out its statutory, regulatory, or other official functions or to commit either Participant to providing a particular service they would not otherwise provide in the scope of each Participant's individual mandate and functions.

8.3 Nothing in this MOU is intended to impose any funding obligations on either of the Participants.

9 Withdrawal and Termination

9.1 The Participants may withdraw from this arrangement at any time by providing at least sixty (60) days written notice to the other party.

9.2 This MOU expires five (5) years from the date of the last signature below, unless extended by written agreement signed by both Participants.

10 Periodic Review and Assessment

10.1. The Participants may agree in writing to amend this MOU at any time. Any amendment to the MOU becomes effective upon the date of the last Participant's signature, unless otherwise indicated.

10.2. This MOU and any amendments may be signed in one or more counterparts, each of which is deemed an original, and all of which together constitute the same arrangement.

10.3. In the event of a name change of a Participant prior to the termination of the signed MOU, the MOU will remain valid until the termination date.

10.4. Each Participant will notify the other Participant of any change to its enabling legislation, related regulations or policies that may impact this MOU.

11 Languages

11.1 This agreement has been executed in English only. An unsigned French language version has been prepared for the CER to achieve its obligations under the Official Languages Act.

12 Effective date and Signature

12.1 This MOU will take effect upon the date of the last Participant's signature.

FOR THE CER

FOR THE AER

Gitane De Silva
CEO, Canada Energy Regulator

Laurie Pushor
President and CEO, Alberta Energy
Regulator

Date: 19 July 2022

Date: 21 July 2022

FOR THE GOVERNMENT OF ALBERTA

Approved pursuant to the *Government*
Organization Act, RSA 2000, c G-10

Date: June 21 2022_____

ANNEX A

Information Sharing and Response to Pipeline Incidents or Emergencies

1.0 Incidents on CER Pipelines

- 1.1 In the event of a pipeline emergency involving a CER Pipeline that is discovered by the AER, the CER will be contacted by calling the Transportation Safety Board (TSB) 24-hour Response Line at 1-819-997-7887.
- 1.2 Where incidents occur on CER Pipelines within Alberta, at the request of the CER and subject to AER resource availability, the AER will provide initial incident response cover in accordance with this MOU and using its established procedures.
- 1.3 The AER's assistance will be provided by the AER's inspectors, Emergency Response Coordinator (ERC) and the Field Incident Response Support Team (FIRST) Duty Officer. Subject to resource availability, the initial response by the AER will normally be from the field center or regional office closest to the incident location.
- 1.4 AER staff will have no regulatory authority delegated from the CER and incident response will be limited to the following: AER will only act as observers to monitor, assess the pipeline operator's response actions and its capability. AER staff will report back to the CER in accordance with the agreed-on cadence, circumstances of the incident and communications method preferred by the CER. The CER is responsible for communicating with or directing the pipeline operator accordingly.
- 1.5 Subject to resource availability, AER support will continue until the hazards at the site are under control or until the CER's staff arrive at the site. The CER agrees to relieve AER staff as soon as practicable.
- 1.6 Clean-up and rehabilitation operations or incident investigation will remain the responsibility of the CER or TSB, as appropriate.
- 1.7 Subject to resource availability, at the request of the CER, the AER will endeavour to participate in the post-incident action review or make available to CER investigators those persons who acted in the role of in-person observers.

2.0 Incidents on AER Pipelines

- 2.1 In the event that during the exercise of its regulatory authority, the CER becomes aware of any issues that may indicate a potential contravention of the AER's legislation, to the extent that the CER can identify and is aware of such issues, CER staff will notify the AER by calling the Energy and Environmental 24-hour Response Line at 1-800-222-6514.

- 2.2 Where incidents occur on AER Pipelines, at the request of the AER and subject to CER resource availability, the CER will provide initial incident response cover using its established procedures.
- 2.3 The CER's assistance will normally be provided by the CER resource closest to the incident site.
- 2.4 CER staff will have no regulatory authority delegated from the AER and will only act as observers to monitor, assess the pipeline operator's response actions and its capability. CER staff will report back to the AER in accordance with the agreed-on cadence, circumstances of the incident and communications method preferred by the AER. The AER is responsible for communicating with or directing the pipeline operator accordingly.
- 2.5 CER support will continue until the hazards at the site are under control or until the AER's staff arrive at the site. The AER agree to relieve CER staff as soon as practicable.
- 2.6 Clean-up and rehabilitation operations or incident investigation will remain the responsibility of the AER.
- 2.7 Subject to resource availability, at the request of the AER, the CER will participate in the post incident action review or make available to AER investigators those persons who acted in the role of in-person observers.

3.0 Cooperative Response

- 3.1 If the regulatory jurisdiction of a pipeline or associated facility is impacted in an incident or emergency is unknown, the Participants will cooperatively respond as if the pipeline falls under their regulatory jurisdiction until jurisdiction is determined and will share precautionary and courtesy reports until that time.
- 3.2 If an incident or emergency has impacted both CER Pipelines and AER Pipelines the Participants will cooperatively respond within the limits of their jurisdiction.

4.0 Information Sharing

- 4.1 After responding to an incident on the other Participant's behalf, the responding Participant will provide a copy of its observation notes, photographs, or video files, subject to Section 7 of the MOU.
- 4.2 Where practicable, information sharing, and a schedule of regular situation updates will be determined by the Participants at the beginning of any cooperative response under Section 3.0 of this Annex.
- 4.3 After the initial incident reporting in Section 1.1 of this Annex, further contact to the CER should be by telephone to the Emergency Response Director via the On Call Responder at 403-299-2773.

4.4 After the initial incident reporting in Section 2.1 of this Annex contacting the AER should be via E-mail to the AER's FIRST Duty Officer at ERO.First@aer.ca.

5.0 Training and Technical Cooperation

5.1 The Participants will endeavour to pursue joint training, technical cooperation, and joint emergency preparedness.

5.2 The Participants will endeavour to pursue technical exchange of staff where practicable and when suitable and appropriate.

6.0 Annex Administration

6.1 The following are the titles of each Participant's designate and their contact information for the purposes of this Annex:

FOR CER	FOR AER
Chris Finley, Director Emergency Management & Security, Canada Energy Regulator, 517 10th Avenue SW, Calgary, Alberta T2R 0A8 Chris.finley@cer-rec.gc.ca	Tyler Callicott, Director Enforcement and Emergency Management, Compliance and Liability Management Branch, Suite 205, 4999-98 Ave, Edmonton, Alberta T6B 2X3 Tyler.Callicott@aer.ca