

# MEMORANDUM OF UNDERSTANDING

## BETWEEN:

British Columbia Ministry of Forests, Lands and Natural Resource Operations

## AND

The British Columbia Oil and Gas Commission

### 1.0 DEFINITIONS AND INTREPRETATION

"Commission" means the Oil and Gas Commission contained under section 2 of the *Oil and Gas Activities Act*;

"FLNRO" means the Ministry of Forest, Lands and Natural Resource Operations

"MOU" means memorandum of understanding;

"Oil and Gas Activities" means oil and gas activities, related activities and approvals as defined in the *Oil and Gas Activities Act*;

"Party or Parties" means either the Commission or FLNRO or both, depending on the context in which it appears;

### 2.0 PURPOSE

The purpose of this MOU is to:

- Coordinate the parties regulatory activities related to oil and gas activities;
- Cooperate in the development and implementation of policy and regulation to be applied to Oil and Gas Activities particularly where there may be opportunities to enhance overall efficiency and effectiveness;
- Seek opportunities where mutual benefit may exist for the development, delivery, on-going maintenance, and replication of products and services;
- Consult with each other in the development and implementation of initiatives which may reasonably be expected to affect both Parties;
- Establish means for the sharing and transfer of information and data including incidents reports and investigations, the results of inspections and audits and other information related to the parties regulatory mandates or as otherwise deemed appropriate;
- Consult and where practical cooperate in the execution of studies and research as well as in the development of regulatory programs;
- Cooperate in the sharing of staff expertise to assist either party in specific initiatives or implementing their regulatory mandate;
- Consult and where practical cooperate on the development and delivery of learning and development programs directed both internally and externally;

- Identify and explore opportunities to expand or improve upon existing areas of cooperation; and
- Ensure that staff within the FLNRO and the Commission consult on areas of mutual interest.

### **3.0 COMMUNICATION**

The FLNRO and the Commission agree to ongoing and regular communication at all levels of their respective organizations through currently established committees, working groups etc.

The FLNRO agrees to invite the Commission to participate on committees, working groups etc or in meetings where either Party determines they have an interest.

The Commission agrees to invite the FLNRO to participate on committees, working groups etc or in meetings where either Party determines they have an interest.

The FLNRO and the Commission agree, to the extent possible, to share data and information that may be required for either Party to carry out their regulatory responsibilities.

### **4.0 SCHEDULES FORMING PART OF THIS MOU**

Adherence to the purpose as set out in section 2.0 of this MOU may require the development of detailed technical publications or other documents dealing with specific subject matter. The public disclosure of these detailed technical publications or other documents may be in the public interest.

As such, schedules containing the form, content or other details regarding these documents may be developed jointly between the FLNRO and the Commission and will be appended to this MOU subject to the approval of the signatories to this MOU.

### **5.0 PRIOR AGREEMENTS**

This MOU and the attached Schedules replace all prior agreements between the Commission and the FLNRO.

### **6.0 PRIVACY and MAINTENANCE**

Any information exchanged between the FLNRO and the Commission will be kept strictly confidential by the receiving party. The FLNRO and the Commission acknowledge that each is subject to the *Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c 165* and that any exchange of information is subject to applicable legal obligations that require or prohibit the disclosure of information.

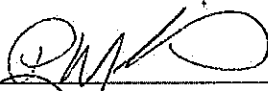
The FLNRO and the Commission remain independent, and nothing in this MOU creates a partnership, agency or joint venture between the Parties.

Where differences arise between the FLNRO and the Commission staff regarding interpretation or adherence to the MOU that cannot be resolved by those staff, the matter will be referred to

the appropriate Assistant Deputy Minister Regional Operations, FLNRO and the Commission's Commissioner for resolution

The content of this MOU will be reviewed annually by the Commissioner and CEO of the Commission and the Deputy Minister of the FLNRO and shall remain in effect unless terminated at the request in writing of either Party. Any amendments to this MOU must be agreed to by the Parties and must be in writing and signed by the Parties.

This MOU comes into effect when signed by all Parties.



Paul Jenkins  
Commissioner & CEO  
Oil and Gas Commission



Tim Sheldon  
Deputy Minister  
Ministry of Forests Lands and Natural Resource  
Operations

March 18 / 14

Date

14.03.18

Date

## **Appendix I: List of Principle Contacts**

Assistant Deputy Minister, Regional Operations – North Area  
Ministry of Forest, Lands and Natural Resource Operations  
3726 Alfred Avenue  
Smithers, BC V0J 2N0  
250 847-7789

Executive Director Regional Operations – North Area  
Ministry of Forest, Lands and Natural Resource Operations  
441 Columbia Street  
Kamloops, BC V2C 2T3  
(250) 828-4444

James O'Hanley, Deputy Commissioner, Resource Development  
300, 398 Harbour Rd  
Victoria, BC V9A 0B7  
(250) 419-4485

**Appendix II: List of Approved Schedules and Predecessor Memorandums of Understanding to be replaced**

**List of Approved Schedules**

<b>Schedule</b>	<b>Date of Approval</b>
Compliance and Enforcement	May 2013
Water Sustainability Act Administration	January 2018

**Predecessor Memorandums of Understanding to be replaced**

- Draft Terms of Reference between the OGC and FLNRO Omineca and Skeena Regions regarding the range of services delivered by each agency (February 2013);
- MOU between the OGC and FLNRO regarding the Designation of Oil and Gas Commission Employees as Regional Water Managers and Assistant Regional Water Managers under the Water Act (January 2013);
- MOU between the OGC, Ministry of Agriculture and Lands and Integrated Land Management Bureau (July 2010);
- MOU between the OGC and ILMB on GeoBC, GIS and other topics (2008);
- MOU between the OGC, Ministry of Forests and Range and Ministry of Environment with Northern Interior Forest Region on C&E of the Forest and Range Practices Act (FRPA) and Forest Practices Code of BC Act (2007);
- MOU between the OGC and Land and Water BC Inc on the Oil and Gas Commission Act, Petroleum and Natural Gas Act, Pipeline Act, Land Act, Water Act, and Ministry of Lands Parks and Housing Act (2003);
- MOU between the OGC and Ministry of Forests, Ministry of Water, Land and Air Protection, and Ministry of Energy and Mines on FRPA (2003);
- MOU between the OGC and Land and Water BC (1998, amended 2003); and
- MOU between the OGC and Ministry of Environment, Lands and Parks on broad topics (2000).