



Canada Energy
Regulator

Régie de l'énergie
du Canada



MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN

THE CANADA ENERGY REGULATOR (CER)

AND

THE CANADA-NEWFOUNDLAND AND LABRADOR OFFSHORE ENERGY REGULATOR
(C-NLOER)

AND

THE CANADA-NOVA SCOTIA OFFSHORE ENERGY REGULATOR (CNSOER)

(THE "PARTICIPANTS")

WHEREAS, pursuant to the *Canadian Energy Regulator Act*, the *Canada Oil and Gas Operations Act*, and the *Canada Petroleum Resources Act*, the CER has responsibilities for the exploration, drilling, production, conservation, processing and transportation of oil and gas related work or activity, and for offshore renewable energy projects and offshore power lines within the Parliament of Canada's jurisdiction; and with respect to the onshore parts of the Inuvialuit Settlement Region of the Northwest Territories, pursuant to the *Oil and Gas Operations Act* and the *Petroleum Resources Act*;

AND WHEREAS, C-NLOER has responsibility for administering the provisions of the *Canada-Newfoundland and Labrador Atlantic Accord Implementation and Offshore Renewable Energy Management Act* and the *Canada-Newfoundland and Labrador Atlantic Accord Implementation and Offshore Renewable Energy Management Newfoundland and Labrador Act* (the Newfoundland and Labrador Accord Acts) on behalf of the Government of Canada and the Government of Newfoundland and Labrador, respectively, including matters respecting safety and protection of the environment in the Canada-Newfoundland and Labrador Offshore Area;

AND WHEREAS, CNSOER has responsibility for administering the provisions of the *Canada-Nova Scotia Offshore Petroleum Resources Accord Implementation and Offshore Renewable Energy Management Act* and the *Canada-Nova Scotia Offshore Petroleum Resources Accord Implementation and Offshore Renewable Energy Management (Nova Scotia) Act* (the Nova Scotia Accord Acts), on behalf of the Government of Canada and the Government of Nova Scotia, respectively, including matters respecting safety and protection of the environment in the Canada-Nova Scotia Offshore Area;

AND WHEREAS, the Participants share a mutual interest in strengthening cooperation, enhancing regulatory oversight, avoiding duplication, and ensuring the efficient and effective delivery of their respective mandates.

THEREFORE, the Participants agree as follows:

1. Definitions

“Canada-Newfoundland and Labrador Offshore Area” is the offshore area described in the *Canada–Newfoundland and Labrador Atlantic Accord Implementation and Offshore Renewable Energy Management Act*;

“Canada-Nova Scotia Offshore Area” is the offshore area described in the *Canada–Nova Scotia Offshore Petroleum Resources Accord Implementation and Offshore Renewable Energy Management Act*;

“Costs / cost recuperation” refers to, for the purposes of this MOU, the recuperation of costs from one Participant to another for services rendered or costs incurred under this MOU;

“Innovation and emerging technology” includes developments in artificial intelligence, digital technologies, and cybersecurity;

“Indigenous Peoples” has the meaning assigned by the definition of “aboriginal peoples of Canada” in subsection 35(2) of the Constitution Act, 1982, being Schedule B to the Canada Act 1982 (UK), 1982, c 11, which states: “In this Act, ‘aboriginal peoples of Canada’ includes the Indian, Inuit, and Métis peoples of Canada.”

“Operational Annexes” means operational agreements, policies or procedures for at least two Participants in select topic areas consistent with the purpose, terms and scope of this overarching MOU; and

“Regulatory Designate” means the person(s) designated to act on behalf of the Participant for the purposes of this MOU.

2. Purpose

The purpose of this MOU is to:

- (a) Promote streamlined coordination and operational efficiency between the Participants to eliminate unnecessary duplication, reduce administrative burden, and enhance collaborative delivery of their respective mandates in areas of shared interest, benefit, and responsibility.
- (b) Enable collaboration and the sharing of knowledge and information among the Participants in common areas of regulatory oversight, including the following areas:
 - Security
 - Including cybersecurity.
 - Operations
 - Administrative Operations;
 - Safety;
 - Environmental Protection;
 - Resource Conservation;
 - Offshore Renewable Energy;
 - Regulatory Compliance and Enforcement;

- International Regulators Forum; and
- Authorizations and Approvals.
- Data and Technology
 - Energy data and information;
 - Innovation and Emerging Technology;
 - Records and Data Management; and
 - Information Technology.
- Engagement with Indigenous Peoples and other stakeholders

3. Cooperation and Collaboration

3.1. Regulatory Matters

- 3.1.1. The Participants will cooperate through ongoing information exchanges on their respective regulatory requirements, guidelines, best practices, development, oversight and processes, and will seek joint initiatives where beneficial.
- 3.1.2. Activities to be coordinated under this MOU may also include any other activity that is of mutual benefit and interest to the Participants, including participation in regulatory forums and committees.
- 3.1.3. Where necessary, these activities can be appended to this MOU in Operational Annexes, as agreed to by the Participants.
- 3.1.4. The Participants will jointly coordinate and manage Canada's unified membership in the International Regulators' Forum in accordance with Annex A to this MOU.

3.2. Resource Sharing and Recouping Costs

- 3.2.1. Cooperation under this MOU may include the sharing of both technical and staff resources and information, where capacity exists.
- 3.2.2. Cooperation may also include requests by a Participant for resources from another Participant, to carry out specific activities on a basis whereby costs are to be recouped.
- 3.2.3. Where a Participant requests the services of technical staff from another Participant for support on a specific activity that is not within the scope of general cooperation and activities contemplated in this subsection, the respective Participants may jointly develop a fee schedule and a mechanism to recoup costs.
- 3.2.4. Where a Participant requests services from another Participant that are subject to costs to be recouped, the respective Participants will jointly develop an agreement setting out the terms and conditions of the services to be provided including service standards, calculation of payments, invoice procedures, indemnity provisions, and settlement of disagreements processes.

3.3. Emergency Management

3.3.1. The Participants will coordinate activities by participating in and sharing information on emergency management planning, exercises and response, joint training initiatives, staff exchanges, and meetings.

3.3.2. The Participants concur that in an emergency response situation, they may call upon one another to provide support in the form of staff and technical resources. The Participants will use their best efforts to provide the requested resources.

4. Authority

4.1. This MOU is entered into pursuant to sections 46 of the Canada–Newfoundland and Labrador Atlantic Accord Implementation and Offshore Renewable Energy Management Act and the Canada–Nova Scotia Offshore Petroleum Resources Accord Implementation and Offshore Renewable Energy Management Act, and section 76 of the Canadian Energy Regulator Act.

4.2. It is not intended, nor will it be interpreted, that this MOU creates, imposes, or implies any statutory or legal duties, rights, obligations, liabilities, claims or actions on or against the Participants. It is further not intended, nor will it be interpreted that this MOU gives to the Participants any power or authority that they do not otherwise hold nor does it relieve, exclude or prohibit the Participants from performing any duties that they are responsible for under the applicable statutory authority by which they operate.

5. General

5.1. The Participants will endeavor to maintain regular communication by phone or email, and to meet at least once annually, for the purposes of identifying potential future opportunities for information sharing, cooperation and coordination as well as training and exercise opportunities.

5.2. The Participants intend to encourage staff within their respective organization to informally exchange information, as appropriate, within their specific areas of responsibility, on an ongoing basis.

5.3. The Participants intend to jointly determine, in writing, activities to be carried out under this MOU before their realization, and to jointly review and coordinate these activities. The Participants will set out, as appropriate in the circumstances, the specific parameters applicable to any such activity.

6. Expected Benefits of Cooperation and Collaboration

This MOU establishes a framework for cooperation, enabling the Participants to effectively fulfill their respective mandates. It reaffirms their commitment to collaboration, ensuring activities are carried out efficiently and in alignment with shared objectives. The MOU emphasizes the importance of identifying opportunities for coordination and timely, consistent information sharing.

7. Regulatory Designates

The following are the titles of the Regulatory Designates, as well as contact information for the purposes of communication of information in relation to this MOU:

For the Canada Energy Regulator
Chief Executive Officer
517 10th Ave SW
Calgary, AB T2R 0A8
Telephone: 403-292-4800
Email: info@cer-rec.gc.ca

For the Canada-Newfoundland and Labrador Offshore Energy Regulator
Chief Executive Officer
240 Waterford Bridge Road, Suite 7100
The Tower Corporate Campus - West Campus Hall
St. John's NL A1E 1E2
Telephone: 709-778-1400
Email: information@cnloer.ca

For the Canada-Nova Scotia Offshore Energy Regulator
Chief Executive Officer
27-201 Brownlow Avenue
Dartmouth, NS B3B 1W2
Telephone: 902-422-5588
Email: info@cnsoer.ca

8. Disclosure and Use of Information

- 8.1. The Participants will collect, use, retain, publish and disclose the information exchanged between themselves under this MOU in accordance with all applicable laws and standards.
- 8.2. The Participants will not disclose to a third-party any information exchanged in confidence between them without the express written authorization of the originating Participant or as otherwise required by law.

9. Disclaimers

- 9.1. 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.
- 9.2. Each Participant is to pay for its own costs related to the activities under this MOU, subject to the availability of its staff and financial resources and any request for services made under subsection 3.2.

10. Annexes

Any Annexes, including Operational Annexes, to this MOU form part of this MOU and are to be interpreted in a manner consistent with this MOU.

11. Withdrawal and Termination

11.1. This MOU may be terminated at any time, with the mutual written consent of the Participants.

11.2. A Participant may withdraw from this MOU at any time, by providing at least sixty (60) days' written notice to the other Participants.

11.3. Any Operational Annexes terminate upon a Participant's withdrawal from this MOU.

11.4. Any Operational Annexes terminate at the same time as this MOU.

12. Periodic Review & Amendments

12.1. The Participants may jointly modify this MOU at any time with the written approval of the other Participants. Any amendment to the MOU becomes effective upon the date of the final Participant's signature, unless otherwise indicated.

12.2. A Participant will notify the other Participants of any change to its enabling legislation, related regulations or policies that may impact this MOU as soon as practicable after having discovered the change.

12.3. In the event a Participant's name changes prior to the termination date of the signed MOU, the MOU will remain valid until the termination date, as if the MOU had been amended accordingly.

13. Languages

This agreement is written in English and French, each text being equally valid.

14. Entire Understandings

This MOU replaces the MOU of February 2, 2015, between the National Energy Board, the Canada-Newfoundland and Labrador Offshore Petroleum Board and the Canada-Nova Scotia Offshore Petroleum Board, and supersedes all previous discussions relating to the subject matter unless otherwise incorporated into this MOU.

15. Effective Date and Signature

15.1. This MOU will commence and take effect upon the date of the final Participant's signature. The effective date of any annex to this MOU takes effect at the date specified in that annex.

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

FOR THE CER	FOR THE C-NLOER	FOR THE CNSOER
[original signed by] _____	[original signed by] _____	[original signed by] _____
Tracy Sletto Chief Executive Officer	Scott Tessier Chief Executive Officer	Christine Bonnell-Eisnor Chief Executive Officer
January 29, 2026	January 29, 2026	January 29, 2026

Annex A

Canada's Unified Membership in the International Regulators' Forum (IRF)

Background

The IRF is the international forum of offshore petroleum health and safety regulators whose members are dedicated to the common cause of raising offshore health and safety standards. The scope of this interest extends beyond the normal operations on-board offshore installations and associated facilities to include the response by installation crews to non-routine and emergency situations in order to protect people and the environment.

The IRF Charter (Article III, Subsection 3(c)) recognizes membership arrangements for countries with more than one offshore petroleum regulator. At its 2013 annual meeting held in Perth, Australia, the IRF accepted a proposal that Canada's three offshore petroleum regulators (now known as the CER, C-NLOER and CNSOER) be recognized as IRF members under a unified Canadian membership.

Managing Canada's Unified Membership

(i) Selection and Role of the Senior Representatives

Each Participant will nominate and maintain a senior representative who will oversee their respective organization's participation in, and contributions to, the IRF.

The senior representative of each Participant will be responsible for ensuring that the obligations and responsibilities of each IRF member under the IRF Charter are fulfilled. The IRF Charter can be found on the IRF website at the following address: <http://irfshoresafety.com/>

(ii) Selection and Role of Canada's Senior Spokesperson

The Participants collectively will select, from time to time, one of the three senior representatives to act as the senior spokesperson for Canada's unified membership in the IRF in accordance with Article VI, Subsection 3(c), of the IRF Charter.

The senior spokesperson will be responsible for providing a single unified response to matters addressed to IRF members by the IRF Management Committee for the purposes of decision making as set forth in Article IV, Section 3 and Article VI, Subsection 1(c) of the IRF Charter.

This individual will also act as Canada's senior spokesperson at IRF meetings, in accordance with section (iii) below. The senior spokesperson will consult with, and solicit input from, the other senior representatives in providing such a unified response. The senior spokesperson would also be Canada's representative on the IRF Management Committee, should such an opportunity present itself.

(iii) Attendance at IRF Annual Meetings

According to Article VI, Subsection 3(a) of the IRF Charter, IRF members are expected to attend the IRF annual meeting with delegations of no more than 2 persons (with the exception of the host member who is not restricted in terms of the number of delegates who may attend). Should special circumstances dictate, and in the case where a single country has more than one-member regulator, delegations may include additional observers.

Recognizing that Canada has more than one-member regulator, accepted practice has been for each Participant to have up to 2 attendees (the senior representative and an observer) with additional observers if appropriate. In advance of IRF annual meetings, the Participants' senior representatives will jointly confirm with the Management Committee and host country that Canada's proposed attendees can be accommodated at the meeting (or will otherwise jointly select the attendees that can be accommodated). Once Canada's delegation size is confirmed and attendees are selected, the names of these individuals will be communicated in advance of the meeting for inclusion in the list of attendees for the meeting invitation and agenda to be shared with IRF members at large.

(iv) General

This Annex will commence and take effect upon the date of the final Participant's signature of the MOU.

The Participants will jointly review the Annex each time the IRF Charter is amended and modify it as required with the written consent of all Participants.