



National Energy
Board



Office national
de l'énergie

MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE NUNAVUT WATER BOARD

AND

THE NATIONAL ENERGY BOARD

PREAMBLE

The Nunavut Water Board (NWB) and the National Energy Board of Canada (NEB), hereinafter referred to individually as a "Party" or collectively as the "Parties" have determined that:

WHEREAS the NWB has statutory responsibilities pursuant to Article 13 of the *Nunavut Land Claims Agreement* and the *Nunavut Land Claims Agreement Act*, S.C. 1993, c.29 (NLCA), including the authority to manage and regulate the use of inland water within the Nunavut Settlement Area (NSA) and statutory responsibilities pursuant to the *Nunavut Waters and Nunavut Surface Rights Tribunal Act*, S.C. 2002, c. 10 (NWNSTRTA);

AND WHEREAS the NEB is an independent federal agency, established under the *National Energy Board Act*, R.S.C., 1985, c. N-7 (the NEB Act) to regulate international and interprovincial aspects of the oil, gas and electric utility industries in the Canadian public interest, and in particular has regulatory responsibilities for oil and gas exploration and activities in frontier lands, including the NSA;

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. GENERAL

DEFINITIONS

1.0 For the purposes of this MOU these terms will have the following meanings:

“NEB”: means either the “National Energy Board” or “a duly authorized representative of the National Energy Board”, as appropriate.

“NWB”: means either the “Nunavut Water Board” or “a duly authorized representative of the “Nunavut Water Board”, as appropriate.

2.0 PURPOSE

2.1 The purpose of this MOU is to establish a process where the NWB and the NEB may share with one another their respective technical expertise and knowledge, as may be required and serves the mutual interest of the Parties and the public.

3.0 COOPERATION AND MUTUAL SUPPORT

3.1 The Parties agree to cooperate in carrying out their respective mandates in the NSA and Nunavut. This includes the sharing of technical expertise and local knowledge as well as assisting with training and stakeholder engagement. Either Party may request the other Party’s advice on any topic related to a proposed project.

3.2 The Parties agree to exchange information on their respective regulatory and requirements, processes, guidelines, and best practices.

4.0 CONFIDENTIALITY AND USE OF INFORMATION

- 4.1 The Parties recognize that in the fulfillment of their respective regulatory functions, the Parties are bound by principles of public accountability and transparency. As a result, the information received by the Parties in the fulfillment of their mandates is typically made available on the Parties' respective public registries.
- 4.2 Each Party agrees to maintain the confidentiality of the information provided to the other, as requested or appropriate, providing that such requests are consistent with the respective mandates of the Parties, legal requirements and roles as public Boards as recognized under 4.1.
- 4.3 The Parties agree to use the information and advice provided to them by the other Party as this information and advice was offered and intended, and not for other purposes.
- 4.4 The Party receiving information, advice, or other forms of assistance provided by the other Party pursuant to this MOU, may, at their sole discretion, determine whether to make use of such information or advice in whole or in part, in their consideration of a project proposal or authorization process. This MOU creates no obligations to otherwise incorporate the information, advice or other form of assistance.

5. EXPENDITURES

- 5.1 Each Party shall be responsible for the costs of their participation in any exchange of information, advice, or other forms of assistance pursuant to this MOU.

6.0 CAPACITY

- 6.1 The provision of information or assistance by either Party under this MOU is subject to available resources, costs, or capacity at the time the advice or assistance is provided.

7.0 LEGAL LIABILITY

- 7.1 This MOU indicates the intentions of the parties but does not create a contractual obligation between them.
- 7.2 Nothing in this MOU or any schedule is intended to create any right or benefit, substantive or procedural, enforceable at law by any person or

organization against either party, its agencies or officers, agencies or officers carrying out programs authorized under federal or provincial law, or any other person.

8.0 OTHER

8.1 Nothing in this MOU is intended to impose any funding obligations on either of the parties. Nothing in this MOU is intended to diminish or otherwise affect the authority of either party to carry out its statutory, regulatory, or other official functions or to commit either party to providing a particular service it would not otherwise provide in the scope of its individual dual mission and functions.

9.0 PRINCIPAL CONTACTS

9.1 The parties designate the following individuals as principal contacts. Each party's contact may be changed at its discretion upon notice to the other party.

For NWB:
Damien Côté, Executive Director

For NEB:
Business Unit Leader, Operations (currently Patrick Smyth)

10.0 TERM

10.1 This MOU will remain in force for five years from the Effective Date unless the Parties agree in writing to renew the MOU for successive terms.

11.0 PUBLIC AVAILABILITY OF MOU

11.1 Either Party may make this MOU and any amendments publicly available.

12.0 EFFECTIVE DATE

12.1 This MOU becomes effective as of the date of the last signature of either party.

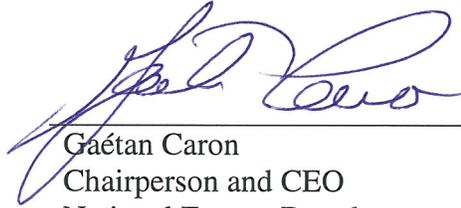
13.0 AMENDMENT OR TERMINATION

13.1 This MOU may be amended at any time with the mutual consent of the Parties. Such amendments shall be added as written addenda to this MOU.

13.2 This MOU may be terminated at any time by either party on giving at least three months notice in writing to the other Party.



Thomas Kabloona
Chairperson
Nunavut Water Board



Gaétan Caron
Chairperson and CEO
National Energy Board

08 August 2012

Date

8 August 2012

Date