



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, effective as of the date last signed below,

BETWEEN:

BRITISH COLUMBIA SAFETY AUTHORITY
dba **TECHNICAL SAFETY BC**

(“Technical Safety BC”)

- and -

BRITISH COLUMBIA OIL AND GAS COMMISSION

(“OGC”)

(Collectively known as the “Parties”)

WHEREAS Technical Safety BC is an independent, not-for-profit corporation constituted under the *Safety Authority Act*, SBC 2003, c. 23, and has a mandate to carry on activities throughout British Columbia that foster safety in the design, manufacture, disposal, construction, installation, operation, maintenance and use of technical products, equipment, systems and railways;

AND WHEREAS Technical Safety BC has delegated authority under the *Safety Standards Act*, SBC 2003, c. 39, over the assembly, construction, installation, operation, testing maintenance, repair and alteration of equipment including pressure vessels, pressure piping and other components within, attached to, used in the operation of, or used in association with the pipelines and associated infrastructure under the authority of the OGC;

AND WHEREAS the OGC is an agent of the government with various purposes and authorities under the *Oil and Gas Activities Act*, SBC 2008, c. 36, related to the regulation of oil and gas activities, including but not limited to exploration, development, processing (including liquefaction), storage, and transportation of natural gas and other petroleum hydrocarbons, as well as various activities associated with the aforementioned;

AND WHEREAS the Parties share the strategic goal of advancing safety, and have comprehensive programs promoting the safety and integrity of oil and gas systems and components under their respective jurisdictions as they apply to oil and gas activities within British Columbia, the Parties recognize a common interest to work together on issues and opportunities of benefit to both Parties and expand upon areas of cooperation for the purpose of achieving of their regulatory mandates and improving safety across British Columbia;

NOW THEREFORE, the Parties wish to enter into this MOU, in good faith, to pursue collaboration and cooperation in the delivery of their responsibilities, without compromising the independence of either party,

and within the provisions of applicable legislative authorities. Given the foregoing, the parties agree as follows:

1. PURPOSE

- 1.1 The purpose of this MOU is to:
 - (a) formalize a framework for regular interactions;
 - (b) develop a network of contacts and connections between programs and staff that support the systems and activities they regulate; and
 - (c) outline the intent of the Parties to collaborate, in good faith, for the purpose of improving safety and create value for mutual benefit in support of common goals and interests.
- 1.2 The Parties acknowledge their respective mandates under separate legislative frameworks and that each Party delivers its respective programs and services independently. This MOU is not intended to expand, limit or modify the authority, obligations or responsibilities of either party under any applicable law.

2. COLLABORATION

- 2.1 The Parties will identify and explore opportunities to expand or improve upon existing areas of collaboration, including opportunities where mutual benefit may exist for the development, delivery and ongoing maintenance of products and services.
- 2.2 The Parties will inform each other in a timely manner about critical issues, communications material or initiatives arising within their respective mandates which could have potential effects on either Parties' mandates, jurisdiction or operations.
- 2.3 The Parties may explore opportunities to collaborate on strategic initiatives that support improved identification, understanding, and prevention of safety harms, and the development and preparation of information to better advise government and support government policy making. Such initiatives may include, but are not limited to, risk management, policy development and recommendations for regulatory change, data collection and analytics, investigation and research findings, compliance and enforcement programs, learning and development programs directed both internally and externally.
- 2.4 The Parties may explore opportunities to collaborate on joint initiatives or business opportunities and share knowledge, experience and ideas that further operational efficiency and effectiveness. Such initiatives may include, but are not limited to, research, quality improvement, learning and development, service delivery, marketing and communications, regulatory alignment, and operational efficiency and effectiveness.
- 2.5 The Parties may agree to explore potential projects and opportunities that contribute to safety improvement and, where applicable, collaborate or support mutually beneficial initiatives.
- 2.6 The Parties will evaluate potential opportunities contemplated in this MOU to confirm their feasibility before proceeding with any mutually agreed to joint initiatives.
- 2.7 Any initiatives that proceed will be subject to terms and conditions that will be agreed to by the Parties prior to initiation of the initiative, including but not limited to sales, revenue and cost sharing, marketing, copyright, information sharing and intellectual property ownership.

2.8 The Parties will hold an OGC-Technical Safety BC Joint Executive Committee meeting to discuss issues of common interest at least once per fiscal year. Topics of discussion will include, but are not limited to strategic, safety and operational issues.

2.9 The Parties will convene policy and technical staff meetings at least twice per fiscal year, or more often as required, to discuss coordinated program development.

3. OTHER MATTERS

3.1 Information sharing agreements may be made subsequent to this MOU but will not form a part of this MOU.

3.2 Neither Party will disclose any information exchanged pursuant section 2.2 of this MOU without first providing sufficient notice of the disclosure to the other Party, including the scope and purpose of such disclosure.

3.3 The Parties acknowledge that they are subject to the *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c 165 and that any exchange of information is subject to applicable legal obligations that require or prohibit the disclosure of information.

4. DISPUTE RESOLUTION

4.1 Where differences arise between staff of Technical Safety BC and the OGC regarding interpretation of this MOU that cannot be resolved by those staff, the matter will be referred to Technical Safety BC's President and LEO and the OGC's Commissioner for resolution.

5. LIABILITY

5.1 In reference to section 2.2 of this MOU, the disclosing party does not provide any guarantee whatsoever about the utility, accuracy or completeness of any shared information. The disclosing party will not be liable to the receiving party for any losses, claims, damages, actions, costs or expenses incurred by the receiving party as a result of this MOU, including as a result of the receiving party's use of or reliance on the information.

6. AMENDMENTS

6.1 This MOU may be amended at any time, and the Parties may add additional appendices in support of the purposes of this MOU with the mutual written consent of the Parties. Amendments to the MOU, including any appendices added, will be in writing, dated, and signed on behalf of the parties. Signed amendments and any additional appendices will form a part of this MOU.

7. TERMINATION

7.1 The Parties agree to review this MOU every five years beginning on the date last signed below and will agree to restate as is or make amendments as necessary. Unless restated, replaced or otherwise terminated, this MOU will remain in effect.

7.2 This MOU may be terminated by either party by giving two months written notice of termination to the other party. In addition, the Parties may mutually agree in writing to terminate this MOU at any time.

7.3 Nothing in this MOU overrides any legal requirement that either party must fulfill under their governing legislation.

7.4 This MOU constitutes the entire agreement between the Parties. It supersedes all previous negotiations, communications, MOU and other agreements between the Parties relating to matters addressed in it.

7.5 This MOU is made in good faith and in the spirit of cooperation. It is not legally binding and is not to be used in any legal or other proceedings.

SIGNED:

BRITISH COLUMBIA SAFETY AUTHORITY dba TECHNICAL SAFETY BC



October 20, 2021

Catherine Roome, President and LEO
British Columbia Safety Authority

Date

BRITISH COLUMBIA OIL AND GAS COMMISSION



October 18, 2021

Paul Jeakins, Commissioner and CEO
British Columbia Oil and Gas Commission

Date