

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN

AND

THE CANADA ENERGY REGULATOR (“CER”)

**THE OFFICE OF THE REGULATOR OF OIL AND GAS OPERATIONS
 (“OROGO”)**

(HEREINAFTER REFERRED TO COLLECTIVELY AS THE “PARTICIPANTS”)

WHEREAS, within the Northwest Territories, the CER is responsible, pursuant to the *Canada Oil and Gas Operations Act* (COGOA) and the *Canada Petroleum Resources Act* (CPRA), for regulating the exploration for and drilling, production, conservation, processing, and transportation of oil and gas related work or activity within the offshore, as well as onshore on federal lands; and, pursuant to the *Oil and Gas Operations Act* (OGOA) and the *Petroleum Resources Act* (PRA), for regulating the exploration for and drilling, production, conservation, processing, and transportation of oil and gas related work or activity onshore within the Inuvialuit Settlement Region (ISR);

AND WHEREAS, pursuant to OGOA and the PRA, the Northwest Territories Regulator is responsible for regulating the exploration for and drilling, production, conservation, processing and transportation of petroleum in the onshore portion of the Northwest Territories, outside of the Inuvialuit Settlement Region (ISR) and federal areas;

AND WHEREAS, OROGO has been established to support the Northwest Territories Regulator in fulfilling its responsibilities under OGOA and the PRA;

AND WHEREAS, pursuant to OGOA and PRA, the CER and the Northwest Territories Regulator have concurrent powers to establish guidelines and interpretation notes relating to the application of these acts, for the area in which each exercises jurisdiction;

AND WHEREAS, the CER and the Northwest Territories Regulator, through OROGO, desire to create a mechanism to cooperate in the regulation of areas within their respective jurisdictions, and in the development of consistent information requirements, guidelines, and interpretation notes under territorial legislation, to the extent practicable and desirable;

AND WHEREAS the Participants developed 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 each other in their respective

mandates to efficiently and consistently carry out their respective responsibilities and exercise their respective powers under OGOA and PRA.

NOW THEREFORE, for the purposes of this MOU, the Participants agree concur as follows:

1. Purpose

The purpose of this MOU is to establish a mechanism for and promote collaboration, cooperation, information sharing, and dialogue between the Participants with respect to the exercise of their respective regulatory responsibilities under OGOA, PRA, COGOA, and CPRA, as applicable. The Participants intend to cooperate to minimize, to the extent practicable, regulatory gaps, inconsistent regulatory requirements, and divergent guidance. This MOU replaces the previous MOU signed 4 March 2021.

2. Areas of Cooperation and Collaboration

2.1 Regulatory Matters

- The Participants will cooperate through ongoing dialogue and information exchange on regulatory matters in relation to their respective responsibilities under OGOA and PRA, and, where applicable, COGOA and CPRA, to facilitate, where practicable, the consistent and efficient development of regulatory tools, such as:
 - requirements for applications; and
 - guidelines and interpretation notes, and other guidance for applicants and operators.
- The Participants will notify each other, at the earliest possible opportunity, of their intent to develop any of the regulatory tools described above.
- The Participants may cooperate to jointly develop any of the regulatory tools described above and may jointly consult and communicate with external stakeholders or the public on these matters.
- The Participants will cooperate and coordinate with each other in exercising their respective regulatory responsibilities for projects that cross the jurisdictional boundaries between the ISR or federal areas, as regulated by the CER, and the onshore portion of the Northwest Territories outside of the ISR and federal areas, as regulated by the Northwest Territories Regulator.
- The Participants will regularly exchange information on their respective regulatory practices, oversight approaches, and processes.
- Activities to be coordinated under this MOU may also include any other activity that is of mutual benefit and interest to the Participants, within their respective jurisdictions under the applicable legislation

2.2 Emergency Management

- The Participants may coordinate emergency management activities by participating in, and sharing information on, emergency management planning, exercises, and response, joint training initiatives, staff exchanges, and meetings.
- The Participants may provide support to each other in the form of staff and technical resources in an emergency response situation.
- The Participants may cooperate on emergency preparedness and response as detailed in Annex I.

3. General

- 3.1 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. The Participants do not intend for this MOU derogate from or fetter their respective authorities under the applicable legislation.
- 3.2 Each Participant will pay its own costs related to the activities under this MOU. Activities carried out under this MOU are subject to the availability of each Participant's staff and financial resources.
- 3.3 To maintain and strengthen communication between the Participants, the Participants will phone, e-mail, and/or meet as needed, for the purposes of identifying potential future opportunities for collaborating, cooperating, and sharing information.
- 3.4 The Participants encourage staff within their respective organizations to informally exchange information, as appropriate, and subject to any applicable law and restrictions on sharing protected information, including information protected under the confidentiality provisions of the COGOA and OGOA, within their specific areas of responsibility, on an ongoing basis.
- 3.5 The Participants will jointly determine, in writing and either formally or informally, activities to be carried out under this MOU before their realization, and jointly review and coordinate these activities.

4. Expected Benefits of Cooperation and Collaboration

- 4.1. The Participants expect the following benefits from their cooperation:
 - Timely exchanges of information, on exploration and drilling for and production, conservation, processing and transportation of, oil and gas and related work or activity in the Northwest Territories;
 - Timely exchanges of information, on each Participant's intention to develop any of the regulatory tools described in section 2.1, and regular updates on the development process;

- Increased understanding of each Participant’s activities and processes related to its statutory responsibilities in its jurisdiction;
- Coordination and information sharing in emergency management situations, including emergency preparedness; and
- Timely exchanges of information, related to promotion of safety, protection of the environment, and conservation of resources.

5. Disclosure and Use of Information

- 5.1 The Participants plan to exchange information on energy and regulatory matters that are in the public domain or for which exchange of information is otherwise contemplated in accordance with various legislation and ruling under the applicable legislation, including the confidentiality provisions of OGOA and COGOA.
- 5.2 The Participants will treat information exchanged pursuant to this MOU in accordance with all applicable laws and rulings related to confidentiality or privilege, and Government of Canada and Government of the Northwest Territories standards, as these laws or standards relate to the collection, use, disclosure, retention, and disposal of such information.
- 5.3 The Participants will make this MOU and any amendments publicly available.

6. Administration of this MOU:

- 6.1 The following are the titles of each Participant’s designate and their contact information for the purposes of carrying out this MOU:

For the CER:	For OROGO:
Vice President, Energy Adjudication Business Unit	Executive Director
Unit 210, 517 10 th Ave SW Calgary, Alberta, T2R 0A8 Phone: 403-292-4800	P.O. Box 1320 Yellowknife, Northwest Territories X1A 2L9 Phone: 867-767-9097

7. Termination, Review and Amendment

- 7.1 Either Participant may terminate this MOU at any time, by providing at least sixty (60) days’ written notice to the other Participant.

- 7.2 The Participants intend to jointly review this MOU every year, prior to the anniversary date of the signing of this MOU.
- 7.3 The Participants may jointly modify or amend this MOU at any time by agreement. Any amendment to the MOU becomes effective upon the date of the last Participant’s signature, unless otherwise indicated. Each amendment to the MOU will be appended to, and form part of, the MOU.
- 7.4 Each Participant will notify the other Participant 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.
- 7.5 In the event of a name change of a Participant, the MOU will remain in effect until the Participants amend the MOU to reflect the new name.

8 Languages

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

9 Effective Date and Signature

- 9.1 This MOU will take effect upon the date of the last Participant’s signature.
- 9.2 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 OROGO
Tracy Sletto	Pauline de Jong
Chief Executive Officer	Executive Director
Date:	Date:

Annex I – Cooperation on Emergency Preparedness and Response

Introduction

To facilitate seamless coordination on day-to-day matters related to emergency management, this annex will guide how the CER and the Northwest Territories Regulator, through the OROGO, (the “regulators” or “Participants”) will support each other in emergency preparedness and response¹ activities in the onshore Northwest Territories, including what they will do, how they will communicate, and how they will share information. The goal is to collaborate on approaches that build capacity in emergency management oversight within the Participants’ respective jurisdictions. A unified approach should also benefit companies that have facilities regulated by both the CER and the Northwest Territories Regulator.

Companies with Activities Subject to Oversight by both Regulators

As of 26 February 2026, the following companies have activities that are subject to oversight by both regulators:

- Utility Group Facilities Inc.
 - CER-regulated wells and facilities: K-35 well, J-35 well, KP 0 (Ikhil plant) to KP 42+371
 - Northwest Territories Regulator regulated-facilities: KP 42+371 to KP 50+268.2 and the Inuvik metering and monitoring station (gate station)
- Strategic Oil and Gas Ltd.
 - CER-regulated facilities: The Cameron Hills Pipeline from H-03 60-ION 117-30W to LSD 5-24-126-22w5m or from Cameron Hills H-03 Battery to an AER-regulated pipeline connecting to the Bistcho Gas Plant (designated by the CER as an Orphan Pipeline on 3 October 2025)
 - Northwest Territories Regulator-regulated facilities: All wells, associated infrastructure, and gathering system pipelines are abandoned and removed. Some environmental and safety liabilities associated with activities under OGOA remain.

Accountability

Responsibility for implementation of this Annex lies with the following positions for each regulator:

- Northwest Territories Regulator: Chief Safety Officer (Lead), Safety/Conservation Officer (Alternate)
- CER:

¹ Note that there are other provisions for cooperation in response, namely the Northwest Territories - Nunavut Spills Working Agreement, to which both the CER (formerly NEB) and OROGO are signatories

- For incident response: Emergency Response Director, Field Operations in consultation with Chief Conservation Officer and Chief Safety Officer or their alternates (as appropriate)
- For emergency preparedness: Director, Emergency Management and Security (Lead); Vice President, Field Operations (Alternate)

These individuals have the authority to make decisions and have the responsibility to deliver on matters affecting their respective participation in preparedness activities and during incident response. These individuals are responsible for ensuring that the appropriate staff and executives within their respective regulators are briefed.

Mutual Support in an Emergency Response Situation

The CER and the Northwest Territories Regulator are responsible for very similar regulatory provisions, such that they are in an ideal position to provide each other with technical and operational support in the event of an emergency at an OGOA or COGOA-regulated facility.

Each regulator will respond in accordance with its existing response processes, which consider federal and territorial response systems.

If the Lead (as defined above) of the Participant in whose jurisdiction the incident occurred determines that assistance is required, the Lead will send a request to the Lead of the other Participant through that Participant’s 24x7 incident line.

	24 x 7 incident line
CER On-call Responder	(403) 299-2773
OROGO Duty Officer	(867) 445-8551

To maintain situation awareness, if one Participant requests assistance from the other to respond to an incident, the Participant in whose jurisdiction the incident occurred will provide situation reports to the other Participant by any agreed-upon mechanism.

Coordination of emergency preparedness activities

The Participants will endeavor to support each other in emergency preparedness activities by participating in and sharing information (in accordance with the MOU) on emergency management planning, emergency response exercises, and relevant training opportunities.

The Participants will share information on emergency management initiatives on an as-needed basis. In addition, the Participants will meet annually to discuss emergency management activities of mutual interest, focused on meeting the intent of the MOU.