# **Memorandum of Cooperation**

### Between

# Canada-Newfoundland and Labrador Offshore Petroleum Board ("C-NLOPB")

### And

The Petroleum Safety Authority of the Kingdom of Norway ("PSA-Norway")

The Canada-Newfoundland and Labrador Offshore Petroleum Board and the Petroleum Safety Authority of the Kingdom of Norway (herein referred to as the "Participants") have reached the following understandings:

#### SECTION I: SCOPE AND OBJECTIVES OF COOPERATION

- The objectives of this Memorandum are to establish closer and more regular contacts, promote cooperative activities related to the principles and methods of ensuring safe operations in exploration for and the development of offshore petroleum resources, and to promote the sharing of scientific and technical information including information on management and administrative procedures and practices, safety, and emergency preparedness. All objectives should be pursued in accordance with the applicable laws, rules, and regulations of Norway and Canada.
- 2. The Participants may provide enhanced opportunities to exchange information, including ideas, skills, and techniques; consult regularly; make use of special facilities; and address problems of mutual interest related to offshore oil and gas activities.
- 3. For cooperation requested by either Participant that extends into subjects outside the scope of expertise of the Participants, either Participant may, subject to applicable laws, rules, regulations and policies of each country, endeavor to enlist the participation of other entities. Such actions should be coordinated between the Participants. Either Participant may include the participation of other organizations or agencies of Norway or Canada in the development of activities within the scope of this Memorandum. Participation by other organizations or agencies should be governed by this Memorandum.

# SECTION II: COOPERATIVE ACTIVITIES

Cooperative activities may include exchanges of scientific and technical information, mutually beneficial cooperative research, and exchange visits of individuals sponsored by either Participant.

# SECTION III: SOURCE OF FUNDING

Each Participant is expected to cover its own costs subject to the funds and personnel resources available to it. Nothing in this Memorandum is intended to constitute a commitment to allocate, now or in the future, funds for cooperative activities under this Memorandum or annexes hereto.

## SECTION IV: REPORTS, DOCUMENTS, AND RELEASE OF ANY INFORMATION

- Subject to the applicable laws, including privilege provisions, rules, and regulations of the
  respective countries, information, data and reports of cooperative activities carried out under
  this Memorandum may be released by either Participant upon approval of the other Participant
  or as otherwise provided by conditions and circumstances in connection with any project
  arranged pursuant to this Memorandum.
- 2. Any understanding between the Participants to preserve the confidentiality of information is subject to applicable laws, rules, and regulations of the respective countries.

## SECTION V: REVIEW AND COORDINATION OF ACTIVITIES

The Participants may designate representatives who, at times mutually decided upon, should review and coordinate the activities under this Memorandum.

#### SECTION VI: INTELLECTUAL PROPERTY

Provisions for the protection and distribution of intellectual property created or furnished in the course of cooperative activities under this Memorandum and future projects would be in accordance with applicable international agreements and state law, regulations and rules.

#### SECTION VII: DISCLAIMER

Information transmitted by one Participant to the other under this Memorandum should be accurate, but the transmitting Participant does not intend to warrant the suitability of information transmitted for any particular use or application by the receiving Participant or by any third-party. Neither Participant should be held responsible for any consequences of the use of or reliance upon such information.

This Memorandum is not intended to create legal obligations of any kind. Cooperation under this Memorandum should be conducted in accordance with applicable state law, regulations and rules of the Participants and is subject to the availability of funds.

## **SECTION VIII: PROJECTS**

Any activity carried out under this Memorandum should be determined jointly by the Participants in writing, before being conducted. Such written determination would specify a project-specific science and technology agreement which applies to each such activity. For activities other than the exchange of scientific and technical information or exchange visits of individuals, a project proposal should be developed describing the proposed activity. The project proposal should set forth a work plan, staffing requirements, cost estimates, funding source, and other undertakings, obligations or conditions not included in this Memorandum.

#### SECTION IX: MODIFICATION AND DISCONTINUATION

This Memorandum may be modified as determined jointly by the Participants from time to time. The Parties will meet, either in person or by electronic means as frequently as necessary, but not less frequently than annually to review the operation of this MOU and discuss whether to renew or amend the MOU.

This Memorandum may be discontinued at any time by either Participant. A Participant should endeavor to provide advance notice of its intent to discontinue the Memorandum. The discontinuation of this Memorandum may not affect the validity or duration of projects under this Memorandum which are initiated prior to such discontinuation.

Signed on the 6th day of October, 2020 in duplicate each in the English language.

For the Petroleum Safety Authority
Of the Kingdom of Norway

DocuSigned by:

lune Myhrvold

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Anne Myhrvold

**Designation:** Director General

For the Canada-Newfoundland and Labrador Offshore Petroleum Board

DocuSigned by:

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Name: Roger Grimes Designation: Chair