

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM is made as of January 24, 2011

BETWEEN:

**ASSOCIATION OF PROFESSIONAL ENGINEERS AND GEOSCIENTISTS OF  
BRITISH COLUMBIA,**

("APEGBC")

AND:

**OIL AND GAS COMMISSION,**

("OGC")

Collectively called "Parties" in this MOU

### 1. Interpretation and Definitions

#### 1.1. Definitions

In this MOU:

"*Collecting Party*" is a Party that collects or receives Information from a Disclosing Party;

"*Disclosing Party*" is a Party who discloses Information under this MOU;

"*Engineering Practice*" means the activities listed in the *Engineers and Geoscientists Act*, R.S.B.C. 1996, c. 116, ss. 1 and 22 or as those sections may be amended by subsequent legislation;

"*FIPPA*" means the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165, as amended or any subsequent legislation dealing with the use of information by public bodies;

“*FOI Request*” is a request made for the production of Information from a Public Body as is defined in FIPPA;

“*Information*” means information collected under each Party’s authority, to be exchanged between the Parties, as set out in section 5 of this MOU;

“*Information Request*” means a written request for Information that complies substantially with the form described in this MOU or as the Parties may define from time to time;

“*Member*” is a person registered as a member or licensee of APEGBC;

“*OGAA*” means the *Oil and Gas Activities Act*, S.B.C. 2008, c. 36;

## **1.2. Purpose of MOU**

The Parties intend to assist each other by exchanging Information. This MOU establishes an understanding about the exchange of Information between the Parties.

## **2. Administration of this Memorandum of Understanding**

### **2.1. Roles and Responsibilities**

Each Party undertakes responsibility for its employees’, agents’ and contractors’ use, disclosure and disposition of Information.

### **2.2. Resolution Mechanism**

The Parties will consult with each other to resolve disputes, disagreements, or questions about the operation of this MOU.

### **2.3. Responsibility for Costs**

Subject to section 6.8, each Party will bear its own expense to comply with this MOU.

### **2.4. Consulting**

The Parties will review this MOU from time to time, and no less frequently than annually.

## **3. Use of Information**

### **3.1. Information Use**

A Party will only use Information provided by the other Party in a manner consistent with the purposes specifically described in this MOU or allowed by the Disclosing Party.

### **3.2. Use of Information by APEGBC**

APEGBC may use Information provided by OGC to APEGBC to assist in the licensing, registration, investigation, or discipline of professional engineers and geoscientists regulated by APEGBC. Specifically, such purposes may include, among other things:

- a) developing guidelines for Members that will advance the quality and consistency of their work;
- b) enhancing APEGBC's ability to monitor effectively Members' conduct and to detect unauthorized Engineering Practice; and,
- c) upholding and protecting public safety.

### **3.3. Use of Information by OGC**

The OGC may use Information provided by APEGBC to administer OGAA or to assist in the administration of the laws of another jurisdiction dealing with the regulation of the oil and gas industry.

### **3.4. Use of Information for Research Purposes**

Either Party may use Information exchanged between APEGBC and OGC to conduct research and evaluations to support its policy development.

## **4. Disclosure**

### **4.1. No Disclosure to Third Party**

A Collecting Party will not disclose Information to any person without the Disclosing Party's consent, except that a Collecting Party may disclose Information:

- a) as specifically authorized by this MOU;
- b) within Canada to comply with a subpoena, warrant or order issued or made by a court, person or body in Canada with jurisdiction to compel the production of Information; or,
- c) as required or permitted by applicable legislation, including information access and privacy laws.

### **4.2. Consultation after receiving Third Party Disclosure Requirement**

If a Collecting Party receives an FOI Request, or is required to produce Information under the conditions defined in s. 4.1, that may require the Collecting Party to disclose Information received from a Disclosing Party, then that Collecting Party will, within 14 days after receiving the FOI Request or after the

obligation disclose Information under the Conditions described in s. 4.1, do the following:

- a) provide a copy of any document served or delivered to the Collecting Party to create the obligation of the Collecting Party to disclose Information provided by the Disclosing Party;
- b) describe which Information received from a Disclosing Party may be disclosed under the FOI Request; and,
- c) advise the Disclosing Party of its intended response to the FOI Request, specifically whether or not it intends to comply with the FOI Request .

## **5. Identification of Personal Information**

### **5.1. OGC shares with APEGBC**

OGC may disclose the following Information to APEGBC:

- a) Information about persons whom OGC believes may be engaged in Engineering Practice, but who are not Members,
- b) Information about the quality of reports submitted by Members to OGC;
- c) Information about OGC investigations that may involve a Member or may involve work performed by a Member; and,
- d) Information and information described in the list of data fields associated with a person listed in Appendix A.

### **5.2. APEGBC shares with OGC**

APEGBC may disclose the following Information to OGC:

- a) Information regarding investigations or disciplinary actions conducted by APEGBC that is relevant to an investigation conducted by OGC; and
- b) Information and information described in the list of data fields associated with a person listed in Appendix A.

## **6. Sharing of Information; Method of Request, Execution and Transfer**

### **6.1. Request for Information**

A Party will request Information by delivering an Information Request to the other Party and such Information Request will describe or contain the following:

- a) a general description of the Information sought (including the identity or

contact details of the relevant person(s) if applicable);

- b) the purpose for which the request is made including citations of any relevant laws or regulatory requirements;
- c) a description of how the Collecting Party will use the Information; and,
- d) the date and time before which the Disclosing Party must deliver the Information.

## **6.2. Declining to share Information**

A Party who receives an Information Request may refuse to disclose Information that a Party requests in an Information Request.

## **6.3. Routine requests covered by one Information Request**

A Party may include, in a single Information Request, Information to be provided on a routine basis.

## **6.4. Disclosure of Some Information Requested**

If the Disclosing Party cannot provide all of the Information requested in an Information Request, then the Disclosing Party may provide some of the Information requested.

## **6.5. Method of Delivery**

The Disclosing Party may deliver Information to the Collecting Party using commercially reasonable methods, including electronic or physical exchanges.

## **6.6. Urgent Requests for Information**

If a Party requires Information urgently, then a Party may use other methods to communicate that request and the Parties will process that request as if it were made by the delivery of an Information Request

## **6.7. Information Request to Follow Urgent Request**

If a Party requests Information under section 6.6, then the Party requesting the Information will deliver an Information Request no later than 1 month after the Disclosing Party delivers the requested Information.

## **6.8. Requirement to Reimburse Cost of Disclosure**

The Disclosing Party may require the Collecting Party to pay for expenses incurred to deliver Information; and the Disclosing Party may refuse to deliver Information to a Collecting Party until the Collecting Party has paid the expenses required by the Disclosing Party.

## **6.9. Request for Information May Be Denied**

A Party that receives an Information Request may

(a) choose not to comply with an Information Request where:

- i) the request would require this Party to exceed its legal authority and act in a manner that would violate the law;
  - ii) the request is not made according to the provisions of this MOU;
  - iii) a criminal proceeding has been initiated based upon the same facts and against the same Persons, or the same Persons have already been the subject of final punitive sanctions on the same charges, unless the Collecting Party can demonstrate that the relief or sanctions sought in any proceedings initiated by the Collecting Party would neither be of the same nature as nor duplicate any relief or sanctions obtained; or
  - iv) on grounds of public interest; or,
- b) refuse to deliver the Information in the event that the Disclosing Party has sought payment for the expense of delivering Information to comply with an Information Request and the Parties have not agreed on a method of payment or the Disclosing Party has not complied with that agreement to pay for the expense of producing the Information.

## **6.10. Party to provide reasons for refusal**

A Party who refuses to disclose part or all Information requested in an Information Request will consult with the Collecting Party pursuant to Section 4.2 of this MOU.

## **7. Security of Personal Information**

### **7.1. Confirmation to Ensure Personal Information is Secure:**

The Parties will take actions to prevent the accidental or unauthorized access, disclosure, use, modification and deletion of Information to standard consistent with a reasonable Public Body, as FIPPA defines that term.

### **7.2. Administrative, Technical and Physical Safeguards:**

The Parties will use the following administrative, technical and physical safeguards with respect to the Information:

- a) to prevent the unauthorized disclosure, copying, use, or modification of the Information, the Collecting Party will restrict access of its own employees, agents and contractors to the Information on a need to know basis, and use

recognized security mechanisms; and,

- b) in case of any legally enforceable demand for Information, the Collecting Party will notify the Disclosing Party prior to complying with the demand, and will assert such appropriate legal exemptions or privileges with respect to such Information as may be available.

### **7.3. Security Laws and Policies**

Each Party will securely collect, disclose, use, retain, destroy and dispose of the Information according to Applicable Laws and where practicable, treat the Information according to the Disclosing Party's security and privacy policies and guidelines.

## **8. Disposal and Return of Information**

### **8.1. Return or Disposal of Information:**

At any time, whether during the term of this MOU, or afterwards, a Disclosing Party may request of the Collecting Party the return or destruction of any Information disclosed under this MOU.

### **8.2. Return of Information**

If a Disclosing Party has requested the return of Information under this MOU, then the Collecting Party will return all copies of that Information, whether in the form of disclosed documents, records, electronic data, in written or electronic media.

### **8.3. Disposal of Information:**

If a Disclosing Party has requested the destruction of Information under this MOU, then the Collecting Party will:

- a) destroy all copies of that Information whether in the form of documents, records, electronic data, in written or electronic media; and,
- b) provide a written statement or report describing the steps taken to destroy that Information including any report, written representations, or certifications generated by any third parties engaged to destroy such Information.

### **8.4. Derivative Work Not Included:**

The Collecting Party may retain any documents, records, data, or any other work that is derived from Information even if the Disclosing Party has requested the return or destruction of this Information. This includes such work produced by the Collecting Party that could not have been developed but for the delivery of that Information.

## **9. Limiting Collection, Use, Disclosure and Retention**

### **9.1. Commitment to Limit:**

Information covered in this MOU will not be collected, used, disclosed or retained for purposes other than those identified in this MOU except with the consent of the individual concerned or as permitted by law.

## **10. Accuracy of Information**

### **10.1. Accuracy**

Each Party will use reasonable efforts to ensure the completeness, accuracy and timeliness of the Information. The Parties do not guarantee that Information will be accurate.

By the signatures of their authorized signatories, the Parties accept the terms of this MOU:

Original Signed By

Jan. 24, 2011

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**Association of Professional  
Engineers And Geoscientists of  
British Columbia** Per: Frank Denton,  
P.Eng

Date of Signature

President

Original Signed By

Jan. 24, 2011

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**Oil and Gas Commission**

Date of Signature

Per: Ken Paulson

## **APPENDIX A - LIST OF DATA FIELDS**

### **Individuals**

#### **1.1. Name**

- a) First
- b) Last
- c) Aliases

#### **1.2. Contact**

- a) Address Phone
- b) Numbers
- c) E-mails
- d) Social Media Tags

#### **1.3. Registration**

- a) Type
- b) Current Registration
- c) Registration Status
- d) Previous Registrations
- e) Dates of Registrations
- f) Conditions of Registration
- g) Fields of Practice

#### **1.4. Enforcement History**

- a) Nature of Allegations
- b) Result of Action
- c) Educational Opportunities

## **Discipline and Investigations**

### **2.1. Event**

- a) Date
- b) Location
- c) Nature of Allegations

### **2.2. Parties**

- a) Primary Witness/Victim
- b) Co-parties
- c) Material Witnesses
- d) Document Witnesses
- e) Document Sources
- f) Witness Contact Information

### **2.3. Evidence**

- a) Documentary
- b) Business Records
- c) Electronic Structured Data
- d) Oral Statements Taken
- e) Written Statements Taken
- f) Multimedia Statements

