

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CANADIAN NUCLEAR SAFETY COMMISSION
AND
NEW BRUNSWICK EMERGENCY MEASURES ORGANIZATION

WHEREAS the Canadian Nuclear Safety Commission (CNSC) is the nuclear safety regulator of Canada;

WHEREAS New Brunswick Emergency Measures Organization (NBEMO) administers the Province of New Brunswick Point Lepreau Off-Site Nuclear Emergency Plan on behalf of the Department of Public Safety and the Government of New Brunswick, and by virtue of the New Brunswick *Emergency Measures Act* (EMA), is the off-site emergency response authority in the province;

AND WHEREAS the CNSC and NBEMO, hereafter referred to as the “Participants”, wish to cooperate in carrying out their respective mandates under the federal *Nuclear Safety and Control Act* (NSCA) and the provincial EMA with respect to nuclear safety regulation, public safety, and protection of the environment in the Province of New Brunswick;

AND WHEREAS the CNSC, in order to attain its objects, is authorized pursuant to paragraph 21(1)(a) of the NSCA, to enter into arrangements with a department of a province;

THEREFORE, the Participants have reached the following understanding:

ARTICLE 1

Definitions

CNSC staff: means the personnel appointed and employed by the CNSC, such as professional, scientific, technical or other officers or employees as per section 16 of the NSCA.

New Brunswick Emergency Measures Organization (NBEMO): means the organization within the Department of Public Safety, government of the Province of New Brunswick is responsible for monitoring, coordinating and assisting in the promotion, development, implementation and maintenance of emergency management programs in New Brunswick.

Emergency: An abnormal situation that may increase the risk of harm to the health and safety of persons, the environment, or national security, and that may require immediate attention.

Provincial Emergency Operations Centre (PEOC): means a fully equipped facility maintained by New Brunswick Emergency Measures Organization that can be activated in response to, or in anticipation of emergencies. The PEOC is staffed with appropriate representatives from ministries for those emergencies as well as NBEMO staff. It serves as an initial point of contact for the affected municipality and federal interests.

ARTICLE 2

- 1) The Participants agree to co-operate in addressing issues of nuclear safety regulation, public safety, and the protection of the environment within the geographic territory of the Province of New Brunswick.
- 2) The Participants recognize that nuclear events occurring outside New Brunswick may affect the population and environment of the province.

ARTICLE 3

For the purpose of achieving this co-operation, the Participants will focus on the realization of mutual goals by:

- a) consulting concerning the development and implementation of CNSC *Regulations* that affect the issues set out in Article 2, particularly as they apply to Class I Nuclear Facilities;
- b) consulting concerning the evolution and implementation of the Province of New Brunswick Point Lepreau Off-Site Nuclear Emergency Plan and the CNSC Emergency Response Plan;
- c) facilitating contacts with other federal, provincial, municipal or non-governmental stakeholders; and
- d) facilitating contacts with foreign governments and international organizations, recognizing that NBEMO maintains working contacts with contiguous U.S. states with respect to nuclear emergency preparedness and response.

ARTICLE 4

The Participants undertake to exchange information by:

- a) maintaining a mutually agreed single point of contact of formal liaison;
- b) facilitating the development of working contacts and exchange of information among staff;

- c) meeting at a minimum on an annual basis to discuss and resolve matters of mutual interest;
- d) exchanging information and publications of mutual interest, including exchanging reports, as needed; and
- e) informing each other expeditiously of issues of mutual interest.

ARTICLE 5

The Participants undertake to facilitate NBEMO's input to licence proceedings, to the extent practicable, as follows:

- a) CNSC staff will provide timely notice to NBEMO of licensing matters of interest to NBEMO to be brought before the CNSC;
- b) CNSC staff will provide Commission Member Documents or other materials to NBEMO;
- c) CNSC staff will invite NBEMO to review and comment on such documents and materials as appropriate, including, if warranted, making a submission to the CNSC; and
- d) CNSC staff will invite NBEMO to attend CNSC Hearings on matters of interest, or to make an appearance, comment on a submission, or be available for questions from the CNSC, as appropriate.

ARTICLE 6

The Participants undertake to co-operate to improve nuclear emergency preparedness by:

- a) exchanging information on training, drill and exercise schedules at least once per year during one of their meetings;
- b) identifying mutual training opportunities;
- c) supporting each other during drills and exercises by ensuring in writing that staff are able and available to participate;
- d) facilitating involvement in other training, drill and exercise activities, e.g. those conducted by other federal or provincial organizations, other provinces, or internationally; and
- e) maintaining the possibility for priority communication between Senior Officials of the CNSC and Senior Officials of the NBEMO in the event of an emergency.

ARTICLE 7

The Participants undertake to co-operate to improve nuclear emergency response by:

- a) giving timely notification of nuclear and other related emergencies, including potential emergencies, as appropriate;
- b) CNSC providing staffing, to be separately agreed in writing by the Participants, for the PEOC to provide support to the Province and to provide operational and technical information to the CNSC Emergency Operations Centre;
- c) exchanging current contact numbers for duty personnel and operations centres, including in particular notification arrangements for CNSC staff assigned to the PEOC;
- d) consulting concerning the evolution and implementation of operating procedures and arrangements; and
- e) NBEMO assisting CNSC where practicable should there be a nuclear emergency elsewhere in Canada or abroad.

ARTICLE 8

Subject to applicable federal and provincial law, each Participant will respect the confidentiality of any information that is identified as sensitive or confidential that it receives from the other Participant.

ARTICLE 9

- 1) This Memorandum of Understanding takes effect upon signature by both Participants and continues in effect for three years from the date of last signature, if not terminated earlier.
- 2) This Memorandum of Understanding may be amended with the concurrence of both Participants.
- 3) This Memorandum of Understanding, unless either Participant gives notice in writing to the other at least one month prior to the expiration, will be automatically renewed for a term of three years.
- 4) This Memorandum of Understanding may be terminated by either Participant at any time by notifying the other Participant in writing of its intention to terminate at least three months prior to the effective date of termination.

ARTICLE 10

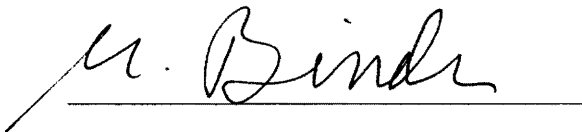
This Memorandum of Understanding is not intended to interfere with the ability of either Participant to carry out legislated responsibilities under any act or instrument of Canada or New Brunswick.

Signed in duplicate in the English and French languages, both of which are equally authoritative,
at Ottawa, Ontario on DEC 03 2010 and
at Fredericton, New Brunswick on June 2, 2011.

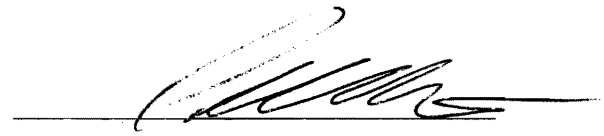
**For the Canadian Nuclear Safety
Commission:**

**For New Brunswick Emergency Measures
Organization:**

Department of Public Safety



Dr. Michael Binder
President and CEO



Dale Wilson
Deputy Minister