

THIS AGREEMENT is dated as of the 4<sup>th</sup> day of March, 2014.

BETWEEN:

**THE GOVERNMENT OF THE NORTHWEST  
TERRITORIES**

**("GNWT")**

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF  
CANADA as represented by the National Energy Board  
("NEB")**

Herein collectively referred to as the "Parties"

**PREAMBLE**

**WHEREAS** paragraph 12(1)(b) and subsection 26(4) of the *National Energy Board Act*, R.S.C., 1985, A. c. N-7 ("NEB Act"), as amended from time to time, authorizes the NEB to perform services for the GNWT and provide advice to the GNWT with respect to energy matters and sources of energy;

**WHEREAS** pursuant to an Agreement dated June 25, 2013 between the GNWT and the Government of Canada ("Canada"), amongst others, entitled "Northwest Territories Lands and Resource Devolution Agreement" (the "Devolution Agreement"), the GNWT expects to assume responsibility (the "GNWT Regulatory Responsibilities"), on April 1, 2014, from Canada for regulating certain aspects of oil and gas exploration, production, development and transportation in most onshore areas of the Northwest Territories pursuant to territorial legislation (the "Mirror Legislation") that mirrors the provisions of the *Canada Oil and Gas Operations Act*, R.S.C., 1985, C.O-7 ("COGOA"), the *Canada Petroleum Resources Act*, R.S.C., 1985, C.36 (2nd Supplement) ("CPRA") and the *Canada Oil and Gas Land Regulations* made pursuant to the *Territorial Lands Act* R.S.C. 1985 c.T-7;

**WHEREAS** the NEB has custody of records it has collected pursuant to COGOA and CPRA and analysis and records related thereto, and the GNWT may require such records and analysis to perform the GNWT Regulatory Responsibilities;

**WHEREAS** applications that are subject to GNWT regulation post-Devolution may be received by the NEB prior to April 1, 2014 but not yet processed by the NEB, and the GNWT may request the NEB to provide assistance to the GNWT to complete the processing;

**WHEREAS** applications that are subject to GNWT regulation post-Devolution may be received by the GNWT on or after April 1, 2014, and the GNWT may request services to be provided by the NEB;

**WHEREAS** the NEB has the requisite expertise to provide services to the GNWT, either directly through its own employees or through third party contractors;

**NOW THEREFORE** the Parties hereby establish principles and procedures in this agreement (the “Agreement”) for the provision of technical advice by the NEB to the GNWT, and the recovery of the associated costs by the NEB from the GNWT.

## **ARTICLE 1 – THE AGREEMENT**

### **The Agreement**

The Parties agree that this Agreement together with the attached schedules and any other annexes to be attached hereto, shall be read together and collectively constitute the whole agreement between the Parties.

## **ARTICLE 2 - DEFINITIONS**

### **Definitions**

In this Agreement

“Administrative fee” is a supplemental cost of 40% that is levied on top of rates of pay to cover the costs of accommodation and employee benefits of federal employees. It also includes cost of services incurred by the NEB to support its operating activities. Support services include, but are not limited to, the cost of providing financial, contracting and procurement, business technology, information management, information and document services, and human resources.

“Calgary Allowance” is an allowance paid to all NEB employees, pursuant to the PIPSC-NEB Collective Agreement and Excluded Employees Terms and Conditions, the value of which is 4.95% of the employee’s annual salary.

“Chief Conservation Officer” and “CCO” means the Chief Conservation Officer as defined in and established in accordance with the Mirror Legislation for those lands governed by the Mirror Legislation other than the ISR.

“Chief Safety Officer” and “CSO” means the Chief Safety Officer as defined in and established in accordance with the Mirror Legislation for those lands governed by the Mirror Legislation other than the ISR.

“Market Allowance” is an allowance paid under the PIPSC-NEB Collective Agreement and Excluded Employees Terms and Conditions to employees in operational job families from NEB level 08 to NEB level 12. Operational job families are: Economic & Financial Analysts, Environment, Market Analysts, Safety & Engineering, Socio-Economics & Lands, Supply Analysts, and Directors in operational positions.

“Decision” includes a permit, licence, registration, authorization, disposition, certificate, allocation, declaration or other instrument or form of approval, consent or relief, an order, direction or notice of administrative penalty that is or may be made by the Regulator, CCO or CSO pursuant to the Mirror Legislation.

“Decision Documents” mean written Decisions.

“Disbursements” mean incidental expenses incurred by employees or contractors of the NEB in the course of providing services to the GNWT to the extent that such expenses are payable to compensate employees or contractors according to the NEB’s rules respecting such payments.

“Fiscal Year” means a period of 12 months ending on March 31.

“ISR” has the same meaning as Inuvialuit Settlement Region in the Devolution Agreement.

“NEB” means that Board established pursuant to the *National Energy Board Act* R.S.C. 1985 c.N-7 as amended”

“Party” means either the GNWT or the NEB, as the case may be, and “Parties” means both of them.

“Records” mean any records and work product and includes books, documents, maps, drawings, photographs, letters, vouchers, notes, papers, correspondence, memorandum, plan, diagram, pictorial or graphic work, film, microfilm, sound recording, videotape, machine readable record, and any other documentary material, regardless of physical form or characteristics, and any copy thereof. This includes Records produced in performance of duties under this Agreement, as well as any historic records which may have arisen from other joint cooperation arrangements between the Parties.

“Regulator” means the Regulator as defined in and established under the Mirror Legislation for those lands governed by the Mirror Legislation other than the ISR.

“Services” mean those services provided for in the attached Schedule ‘A’ to this Agreement, or as otherwise agreed to by the Parties in accordance with Article 6.4.

## **ARTICLE 3 - INTERPRETATION**

### **Independent Contractor**

- 3.1 The NEB is an independent contractor under this Agreement. Nothing in this Agreement is to be construed as creating an agency, partnership or joint venture relationship between the GNWT and the NEB or an employer/employee or master/servant relationship between the GNWT and any NEB employees.
- 3.2 Nothing in this Agreement will derogate from or otherwise fetter decision making by the Regulator, CCO and CSO.
- 3.3 Nothing in this Agreement will derogate from or otherwise fetter the ability of the GNWT to regulate, administer, manage or otherwise deal with oil and gas and related matters under applicable territorial legislation.

### **No Conflicting Interest**

- 3.4 The NEB warrants that it has no conflict of interest in carrying out the Services contemplated under this Agreement. Should such a conflict arise during the term of this Agreement, the NEB shall disclose it immediately to the GNWT and the Parties shall discuss such conflict with a view to achieving a mutually satisfactory arrangement.

## **ARTICLE 4 - SERVICES**

### **Mechanisms**

- 4.1. The NEB will provide Services to the GNWT, upon request by the GNWT, subject to resource (financial and staffing) constraints and in accordance with this Agreement. In determining whether it has sufficient resources to provide Services under this Agreement, the NEB will determine priority of work requested by GNWT under this Agreement in the same manner as it determines priority of its own internal work commitments.
- 4.2 In cases where the NEB determines it does not have sufficient resources to adequately perform requested Services under this Agreement, the NEB will notify the GNWT. The NEB may engage third party contractors to perform the Services and will provide to the GNWT the estimated costs of such Services before entering into any agreements for the provision of such Services. The GNWT will then confirm whether it consents to the NEB incurring the costs of such Services.
- 4.3 The provision of the Services by the NEB will be subject to instructions provided from time to time by the Regulator, CCO and CSO or their designates.

4.4 The GNWT will pay for Services rendered under this Agreement based on the calculations in Article 5 - Cost Recovery, using one of the following cost recovery mechanisms:

4.4.1 Fee for the Services of NEB Employees – Annual or Hourly Rate

4.4.2 Fee for Third Party (Contracted) Services

### **Service Standards**

4.5 In the course of providing the Services under this Agreement, the NEB will ensure that every employee and third party contractor of the NEB carrying out Services under this Agreement will act in an efficient and professional manner.

### **Applicable Laws**

4.6 Services provided by the NEB pursuant to this Agreement will be provided in accordance with the Mirror Legislation and any other laws of general application. This Agreement does not create any new legal powers or duties, or fetter in any way, the jurisdiction, powers and duties of the Parties.

## **ARTICLE 5 - COST RECOVERY**

### **Calculation of Payments**

5.1 GNWT will pay the NEB for the Services according to the following calculations:

#### **Fee for Services Provided by NEB Employees – Annual or Hourly Rate**

5.1.1 The annual salary for a NEB employee providing Service(s), determined in accordance with attached Schedule 'B' to this Agreement.

#### **Fees for Third Party (Contracted) Services**

5.1.2 Actual costs of contracted services performed by NEB contractors.

5.1.3 The GNWT will reimburse the NEB for payment of penalties if third party service contracts are unspent or cancelled at the request of the GNWT.

#### **Rental Vehicles**

5.1.4 The Parties agree that in the performance of Services, NEB employees or contractors will not use their own personal vehicles but will only use rental vehicles and will obtain full insurance coverage.

## **Travel, Hospitality, Equipment, Rentals, General Expenses and Incidentals**

- 5.1.5 The NEB will bill the GNWT quarterly for Disbursements paid or payable to NEB employees and contractors.
- 5.1.6 NEB employees travel and related costs will be billed to the GNWT using the most current Treasury Board of Canada Secretariat travel rates and allowances.

## **Invoices**

- 5.2 The NEB will invoice the GNWT on a quarterly basis or at other times mutually agreed to by the Parties. In any event, the NEB will invoice the GNWT within 30 days after the end of a fiscal year for costs related to all Services performed or contracted for in that fiscal year.
- 5.3 The GNWT will make full payment within 30 days of receiving the invoice.
- 5.4 Invoices will be rendered to the attention of:
  - Financial Shared Services
  - Government of the Northwest Territories
  - Mail: P.O. Box 1320, Yellowknife, NT X1A 2L9
  - Courier: 3<sup>rd</sup> Floor, YK Centre, 4922-48<sup>th</sup> Street, Yellowknife, NT X1A 2L9
  - Email: Financial\_SharedServices@gov.nt.ca
- 5.5 Payment pursuant to this Agreement is subject to the condition contained in section 46 of the *Financial Administration Act*, R.S.N.W.T. 1988, as amended, which reads as follows:

*It is a condition of every contract made by or on behalf of the Government requiring an expenditure that an expenditure pursuant to the contract will be incurred only if there is a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under the contract.*

## **Invoice Information**

- 5.6 Invoices provided by the NEB will indicate, or be accompanied by documentation sufficient to indicate:
  - 5.6.1 The level of each NEB employee providing the Services billed for;
  - 5.6.2 The number of hours of Services provided by that employee in the billing period;
  - 5.6.3 The hourly or annual rate applicable to that employee;
  - 5.6.4 If the hourly rate is used, the number of hours of Services provided by the employee in the billing period and the month in which the services were performed; and,
  - 5.6.5 The nature of the Services provided by that employee.
- 5.7 Where Services are performed by contracted third parties, the invoice will indicate, or be accompanied by documentation sufficient to indicate:
  - 5.7.1 The company and contractor name(s);
  - 5.7.2 The nature of the Services provided; and
  - 5.7.3 The cost of Services performed, including a breakdown of the hours spent and the hourly rates, if applicable.

## **Invoice or Cost Matters**

- 5.8 Either Party may refer matters relating to invoicing or payment for dispute resolution in accordance with Article 12 – Dispute Resolution.

## **ARTICLE 6 - SERVICE PARAMETERS**

### **Spending Limits**

- 6.1 The aggregate amount for which the GNWT may be made responsible under this Agreement in respect of any fiscal year will not exceed the amount included in GNWT's budget for that fiscal year for the purpose of paying amounts invoiced to GNWT by NEB under this Agreement, subject to the following:
  - 6.1.1 Before each subsequent fiscal year, GNWT shall notify the NEB in writing of the amount so included in GNWT's budget for that fiscal year.

- 6.1.2 GNWT agrees that the NEB may stop providing Services in a fiscal year once the NEB's charges hereunder equal GNWT's budget for that fiscal year as revised from time to time.

### **Priority Services**

- 6.2 GNWT may request the NEB to perform services of a particular kind in a particular instance on a priority basis and in such a case the NEB will use reasonable efforts to accommodate the request on terms that are mutually agreeable.

### **Other Services**

- 6.3 Subject to Article 6.4 below, the NEB agrees to perform other services not provided for in Schedule 'A' as requested from time to time by GNWT.
- 6.4 The NEB will perform the other services referred to in Article 6.3 only if the terms and conditions of those other services are mutually agreed to in writing by GNWT and the NEB.

### **Time Limits**

- 6.5 Where a time limit is set out in the Mirror Legislation and any other applicable law in relation to Services to be provided by the NEB, GNWT will use its best efforts to provide NEB with the required documentation and information, as soon as possible after receipt of the same, to the NEB address and position set out in Article 13.10. The latter information will include the said time limits set out in the Mirror Legislation and any other applicable law. Upon receipt of such information, the NEB will use reasonable efforts to perform the Services within those time limits provided.

## **ARTICLE 7 - TRAINING OF GNWT STAFF**

- 7.1 The Parties acknowledge that the GNWT seeks opportunities for its staff to be trained to provide some or all of the Services. To further that objective, the NEB will:
- 7.1.1 Invite the GNWT staff to attend training seminars, field demonstrations, third party presentations or other events undertaken to train the NEB staff;
- 7.1.2 Make reasonable efforts to permit GNWT's staff, at the GNWT's expense, to shadow NEB staff in the performance of duties identified in Schedule A; and



- 7.1.3 Use reasonable efforts to make NEB staff resident in or visiting the Northwest Territories available for consultation with GNWT staff where practical.

## **ARTICLE 8 - REPORTING**

### **Annual Reporting**

- 8.1 Each year of the Term, the Chief Operating Officer or designate of the NEB, will submit to the Executive Director, Office of the Regulator of Oil and Gas Operations, Department of Industry, Tourism and Investment or designate of the GNWT, an annual report identifying for the previous year the amount provided of each Service identified in Schedule 'A' and the costs the NEB has incurred in providing the Services pursuant to this Agreement.

## **ARTICLE 9 – INDEMNIFICATION**

- 9.1 Subject to Article 9.3 and 9.4 the GNWT will hold harmless the NEB and its employees, agents, and officers from any and all third party claims, demands and actions for which the GNWT is legally responsible, including those arising out of negligence or willful acts of the GNWT, its employees, agents or officers
- 9.2 The NEB will not hold harmless the GNWT and its employees or agents from any and all third party claims, demands, and actions arising out of negligence or willful acts of the NEB, its employees, agents or officers.
- 9.3 In no event will a Party be liable to the other for any claim for special, punitive, incidental, indirect or consequential loss or damage (including loss of profits, data, business or goodwill), arising from all causes of action of any kind, including contract, tort, or otherwise, even if advised of the likelihood of such damages occurring.
- 9.4 To the fullest extent permitted by applicable law, the total aggregate liability to GNWT by the NEB under this Agreement, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, will be limited to the fees paid by GNWT to the date such liability was incurred, and in any event, to no more in the aggregate than the spending limit determined pursuant to Article 6.1.
- 9.5 Each Party agrees to consult with the other Party prior to negotiating, settling or compromising any claims under this Article.

## **ARTICLE 10 - DELEGATION**

### **Delegation**

- 10.1 The Regulator, CCO and CSO, if authorized to do so under the laws of the Northwest Territories, may delegate to NEB employees the powers and duties conferred or imposed on them by such laws.

### **Decision**

- 10.2 Any delegatee authorized pursuant to Article 10.1 may make operational Decisions incidental to and consistent with the delegated authority authorized under the laws of the Northwest Territories and issue Decision Documents in the course of exercising and performing such delegated powers and duties, but otherwise the Services provided by a delegate to the GNWT will be of an advisory nature only.
- 10.3 The NEB may also provide technical Services to support GNWT through any reconsideration, review or appeal processes, and to support the presentation of reports provided pursuant to Article 8.1 - Reporting.

## **ARTICLE 11 - INFORMATION MANAGEMENT AND DOCUMENT CONTROL**

### **Security Clearance**

- 11.1 The GNWT and the NEB will each ensure that their employees and/or contractors obtain the security clearance required for viewing and/or working with documents and other sources of information, written and oral.

### **Records**

- 11.2 The Parties will maintain adequate records and systems of internal control for the performance of all of their respective obligations under this Agreement.
- 11.3 All Records created by employees or contractors of the NEB in the course of providing Services under this Agreement become and remain in the custody of the GNWT.
- 11.4 If the Records described in Article 11.3 have joint value, a copy will be provided to the NEB and may be retained by the NEB for its own records purposes.
- 11.5 The Records referred to in Articles 11.3 and 11.4 will not be disclosed by the NEB without the written consent of the GNWT.

- 11.6 The NEB acknowledges that it has custody of Records it has collected or created which pertain to lands which will be governed by the Mirror Legislation, including analysis and records related thereto, and that the GNWT may require, from time to time, such Records relating to lands outside the ISR to enable or assist the Regulator, CCO or CSO to perform their duties under the Mirror Legislation.
- 11.7 The NEB will deliver copies of the Records referred to in Article 11.6, except for those pertaining to lands in the ISR, and except where prohibited by law, to the GNWT as soon as reasonably practicable after this Agreement takes effect, and in accordance with a document delivery plan to be developed between the Parties.
- 11.8 The NEB will deliver the originals of any Records referred to in Article 11.6, except for those pertaining to lands in the ISR, for any matter in respect of which an application was received by the NEB under COGOA or the CPRA, but in respect of which no authorization, operating licence, declaration or decision has been issued or made before the Mirror Legislation comes into force.
- 11.9 The NEB will deliver the original of any existing letter of credit or other security instrument pertaining to lands which will be governed by the Mirror Legislation to the GNWT on or before April 1, 2014.
- 11.10 With respect to the Records described in Article 11.6, the NEB will upon any reasonable request by the GNWT provide a certified true copy of any original of a Record in its possession, and will also upon any reasonable request of the GNWT make reasonable efforts to provide the GNWT with the original of any such Record, except where prohibited by law.

#### **Continuing Obligation**

- 11.11 The obligations of the NEB and NEB employees under Articles 11.1, 11.2, 11.3, 11.5, 11.7, and 11.10 survive the expiration or termination of this Agreement.

### **ARTICLE 12 - DISPUTE RESOLUTION**

- 12.1 Any dispute relating to this Agreement and the Services performed or to be performed pursuant to it will be referred to the NEB, Business Unit Leader, Applications; and to the Executive Director, Office of the Regulator of Oil and Gas Operations, Department of Industry, Tourism and Investment of GNWT for joint consideration and resolution.

- 12.2 If a dispute referred to in Article 12.1 cannot be resolved by the representatives of the Parties described in that article, it shall be brought to the Chief Operating Officer, NEB and the Deputy Minister, Department of Industry, Tourism and Investment, GNWT, or their respective designates.
- 12.3 Failing resolution of a dispute pursuant to Articles 12.1 and 12.2, the Parties may pursue whatever remedies are available to them pursuant to this Agreement, or available at law.
- 12.4 The provision of Services as contemplated under this Agreement will continue while the dispute resolution processes contemplated under this article are ongoing.

## **ARTICLE 13 - GENERAL**

### **No Adverse Presumption in Case of Ambiguity**

- 13.1 There shall be no presumption that any ambiguity in this Agreement be resolved in favour of either of the Parties. For greater certainty, the *contra proferentem* rule shall not be applied in an interpretation of this Agreement.

### **No Implied Obligations**

- 13.2 No implied terms or obligations of any kind by or on behalf of either of the Parties shall arise from anything in this Agreement. The express covenants and agreements contained in this Agreement and made by the Parties are the only covenants and agreements upon which any rights against either of the Parties may be founded.

### **Interpretation**

- 13.3 The division of this Agreement into articles, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only.
- 13.4 Schedules 'A' and 'B' attached hereto form part of this Agreement.

### **Entry into Force**

- 13.5 This Agreement will take effect upon the date of the last Party's signature.

## **Amendments and Waivers**

- 13.6 This Agreement may be amended at any time by the written consent of the Parties as executed by their duly authorized representatives.
- 13.7 A waiver, forgiveness or forbearance by either Party of the strict performance by the other Party of any covenant or other provision of this Agreement shall be in writing, and will not of itself constitute a waiver of any subsequent breach of that covenant or provision or any other covenant or provision thereof. The failure of a Party to require the fulfilment of any obligation by the other Party or to exercise any rights herein will not constitute a waiver or acquiescence or surrender of those obligations or rights.

## **Term**

- 13.8 This Agreement will terminate in two years from the date of execution unless the Parties agree, in writing, to renew the Agreement.

## **Termination**

- 13.9 This Agreement may be terminated by either Party on its giving at least six months' notice in writing to the other Party.

## **Notices**

- 13.10 Any notice or communication required to be given under this Agreement will be made in writing and will be delivered personally, sent by fax, electronic communication or by first class prepaid mail to the addresses listed below.

If to the GNWT:

Executive Director  
Office of the Regulator of Oil and Gas Operations  
Department of Industry, Tourism and Investment  
Government of the Northwest Territories  
Mail: P.O. Box 1320, Yellowknife, NT X1A 2L9  
Courier: #800, 5102-50<sup>th</sup> Avenue, Yellowknife, NT X1A 3S8  
Facsimile: 867-873-0563

If to the NEB:

Business Unit Leader, Applications  
444 – Seventh Avenue SW  
Calgary, Alberta  
T2P 0X8  
Phone: (403) 292 4800  
Fax: (403) 292-5503

### **Receipt of Notice**

13.11 The date of receipt of any notice shall be deemed to be:

13.11.1 If personally delivered or sent by courier, the date of delivery;

13.11.2 If sent by certified or ordinary mail, seven business days after mailing;  
and

13.11.3 If sent by electronic communications or fax, 24 hours after the time of transmission, excluding from the calculation, weekends and public holidays.

### **Counterparts**

13.12 This Agreement may be executed in counterparts, each of which will be deemed as an original and all of which constitute one and the same document.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed as of the date first written above.

### **GOVERNMENT OF THE NORTHWEST TERRITORIES**

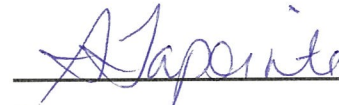
By: \_\_\_\_\_



**Peter Vician**  
**Deputy Minister, Department of**  
**Industry, Tourism and Investment**

### **NATIONAL ENERGY BOARD**

By: \_\_\_\_\_



**Sandy Lapointe**  
**A/Chief Operating Officer**

## **SCHEDULE A**

### **LIST OF SERVICES PERFORMED BY THE NEB**

*[This is intended to be a comprehensive list of all functions expressly assigned to the NEB or its staff under CPRA, COGOA, and the Regulations]*

The following services may be provided by NEB employees or third party contractors retained by the NEB. The NEB may perform or contract for other services not described in Schedule A, as required from time to time by the GNWT, that are mutually agreeable by the Parties.

#### **CATEGORY #1: Land Issuance**

##### **DESCRIPTION:**

- Distribution and Receipt of Request for Posting and Call for Bid Packages
- Review and Advice Review, consult, and advise on lease locations

#### **CATEGORY #2: Geophysical/Geological Operations**

##### **DESCRIPTION:**

- Application Review and Advice
- Preapproval Inspections
- Operational Inspections and Reporting
- Monitoring Programs
- Data Management and Follow Up
- Provision of Environmental and Technical Advice

#### **CATEGORY #3: Drilling Operations**

##### **DESCRIPTION:**

- Application Review and Advice
- Preapproval Inspections
- Start Up Monitoring
- Operational Inspections and Reporting
- Monitoring Programs

- Data Management and Follow Up
- Provision of Environmental and Technical Advice

#### **CATEGORY #4: Well, Pipeline and Facility Operations**

##### **DESCRIPTION:**

- Review Program
- Inspection
- Reporting
- Data Management and Follow Up
- Provision of Environmental and Technical Advice

#### **CATEGORY #5: Well, Pipeline and Facility Applications**

##### **DESCRIPTION:**

- Application Review and Advice
- Construction Monitoring and Inspections
- Start Up Monitoring
- Reporting
- Data Management and Follow Up
- Provision of Environmental and Technical Advice

#### **CATEGORY #6: Applications for Well, Pipeline and Facility Modifications and Schemes**

##### **DESCRIPTION:**

- Application Review and Advice
- Construction Monitoring and Inspections
- Start Up Monitoring
- Reporting
- Data Management and Follow Up
- Provision of Environmental and Technical Advice



## **CATEGORY #7: Designation and Regulation of Production**

### **DESCRIPTION:**

- Fields, Pools and Zones
- Prorationing of Production
- Pooling and Unitization
- Provision of Environmental and Technical Advice
- Data Management and Follow Up

## **CATEGORY #8: Emergency Response and Accident Investigation**

### **DESCRIPTION:**

- Inspection & Enforcement
- Reporting
- Data Management and Follow Up
- Provision of Environmental and Technical Advice

## **CATEGORY #9: Geological Assessments**

### **DESCRIPTION:**

- Reservoir Studies
- Geological Studies
- Petrophysical Studies
- Provision of Environmental and Technical Advice
- Data Management and Follow Up

## **CATEGORY #10: Economic Evaluations**

### **DESCRIPTION:**

- Performance Monitoring
- Economic Development Proposals
- Resource Development Economic Studies
- Provision of Environmental and Technical Advice
- Data Management and Follow Up

**CATEGORY #11: Information Flow**

**DESCRIPTION:**

- Records Receipt
- Records Storage
- Records Transfer
- Provision of Environmental and Technical Advice

**CATEGORY #12: Frontier Information Office**

- Data Management and Follow Up

**CATEGORY #13: Significant Discoveries/Commercial Discoveries**

- Application Review and Advice

## SCHEDULE "B" – Calculation of the Annual and Hourly Rates

1. The "Annual Rate" is calculated on the basis of the current:
  - annual salary of the NEB employee;
  - 4.95% Calgary Allowance;
  - the total maximum payout under all other allowances (e.g., Market Allowance) and Performance Pay; and
  - the Administrative fee.
  
2. The "Hourly Rate" is calculated on the basis of the current rates below:

| Clas'n   | Est't<br>Clas'n_<br>\$ | Calgary<br>Allwc | Anticipated<br>Perf Pay | Mkt<br>Allwc | EST'ED<br>\$ | Est'tHrs<br>\$ | With 40% Adm |
|----------|------------------------|------------------|-------------------------|--------------|--------------|----------------|--------------|
| NEB - 04 | 47,939                 | 2,373            | 4,130                   |              | 54,442       | 27.92          | 38.07        |
| NEB - 05 | 54,060                 | 2,676            | 1,935                   |              | 58,671       | 30.09          | 41.03        |
| NEB - 06 | 60,958                 | 3,017            | 2,183                   |              | 66,158       | 33.93          | 46.26        |
| NEB - 07 | 68,725                 | 3,402            | 2,459                   |              | 74,585       | 38.25          | 52.16        |
| NEB - 08 | 77,489                 | 3,836            | 2,775                   | 5,000        | 89,100       | 45.69          | 62.31        |
| NEB - 09 | 90,863                 | 4,498            | 4,561                   | 5,000        | 104,922      | 53.81          | 73.37        |
| NEB - 10 | 102,450                | 5,071            | 6,667                   | 8,000        | 122,189      | 62.66          | 85.45        |
| NEB - 11 | 112,182                | 5,553            | 9,606                   | 12,000       | 139,341      | 71.46          | 97.44        |
| NEB - 12 | 122,838                | 6,080            | 12,311                  | 17,000       | 158,229      | 81.14          | 110.65       |
| NEB - 13 | 140,512                |                  | 20,480                  | 17,000       | 177,991      | 91.28          | 124.47       |
| NEB - 14 | 158,080                |                  | 28,526                  | 17,000       | 203,606      | 104.41         | 142.38       |
| NEB - 15 | 177,453                |                  | 32,021                  | 17,000       | 226,475      | 116.14         | 158.37       |

This table could have some small rounding errors.

The "Hourly Rate" is calculated on the basis of the Annual Rate (above), based on the average salary per NEB-level and including maximum payouts for current NEB allowances and performance pay, divided by:

- 220 working days; and
- 7.5 hours per day.

This Schedule will be amended by the NEB from time to time to reflect salary increases and other changes in effect at the NEB, such as those that may result from collective bargaining or classification renewal.

GNWT agrees to pay the amounts set out in amended Schedules upon receipt of notification of the amendment.