

**CNSC-SASKATCHEWAN ADMINISTRATIVE AGREEMENT  
FOR THE REGULATION OF  
HEALTH, SAFETY AND THE ENVIRONMENT  
AT SASKATCHEWAN URANIUM MINES AND MILLS**

**BETWEEN THE CANADIAN NUCLEAR SAFETY COMMISSION** (hereinafter referred to as the "CNSC")

**OF THE FIRST PART**

**AND THE GOVERNMENT OF SASKATCHEWAN** (hereinafter referred to as "Saskatchewan") as represented by the Minister of Environment (hereinafter referred to as "Environment") and the Minister of Labour (hereinafter referred to as "Labour")

**OF THE SECOND PART**

**WHEREAS**, pursuant to section 71 of the *Nuclear Safety and Control Act* (NSC Act) the Government of Canada has declared uranium mines and mills to be works or undertakings for the general advantage of Canada;

**AND WHEREAS** the NSC Act establishes the Canadian Nuclear Safety Commission, whose objects include, *inter alia*, the regulation of the development, production and use of nuclear energy and the production, possession and use of nuclear substances in order to prevent unreasonable risk to the environment and to the health and safety of persons associated with that development, production, possession or use;

**AND WHEREAS** section 92A of the *Constitution Act of 1867* assigns jurisdiction over the development and exploitation of natural resources to the provinces;

**AND WHEREAS** Saskatchewan, as the responsible provincial government and owner and lessor of Crown Lands, has an interest in the safe and economically viable development, operation, reclamation, decommissioning, abandonment and institutional control of uranium mining and milling operations in the Province of Saskatchewan;

**AND WHEREAS** protection of the environment is a joint federal-provincial responsibility and *The Environmental Management and Protection Act* of Saskatchewan empowers the Minister of Environment to act on matters respecting the management and protection of Saskatchewan's environment;

**AND WHEREAS** Human Resources Development Canada has entered into an arrangement with the Province of Saskatchewan whereby the Province administers and enforces the *Saskatchewan Uranium Mines and Mills Exclusion Regulations*, respecting occupational health and safety at uranium mines and mills in Saskatchewan;

**AND WHEREAS** both the CNSC and Saskatchewan are committed to maximizing cooperation and coordination in their respective regulatory programs;

**AND WHEREAS** under the terms of the Memorandum of Understanding between the Canadian Nuclear Safety Commission and the Province of Saskatchewan dated October 6, 2000, the CNSC and Saskatchewan are committed to developing arrangements to optimize the participation of Environment and Labour in the administration of the CNSC's regulatory regime, including compliance, assessment and licensing with minimal overlap and duplication;

**AND WHEREAS** paragraph 21(1)(a) of the NSC Act empowers the CNSC to enter into arrangements with any person or any department or agency of a province, in order to attain its objects;

**AND WHEREAS** section 3 of the *Saskatchewan Federal-Provincial Agreements Act* enables the Minister of Environment and the Minister of Labour, with the approval of the Lieutenant Governor in Council, to enter into agreements with Canada respecting the carrying out of programs for which the Minister of Environment and the Minister of Labour are responsible;

**AND WHEREAS** the Lieutenant Governor in Council, by Order-in-Council 78/2003 dated February 12, 2003, has approved the entry by the Minister of Environment and the Minister of Labour on behalf of Saskatchewan into this Agreement with the Commission;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that, in consideration of the premises, covenants, and agreements herein contained, the Parties covenant and agree as follows:

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#### **1.0 DEFINITIONS FOR THIS AGREEMENT AND THE ANNEXES HERETO:**

“Agreement” means the **CNSC-Saskatchewan Administrative Agreement for the Regulation of Health, Safety and the Environment at Uranium Mines and Mills** and, unless otherwise indicated, the Sub-Agreements annexed hereto;

“CNSC Project Officer” means the CNSC staff member assigned responsibilities for coordinating the CNSC’s activities related to the regulation of a uranium mine or mill;

“Commission” means the Canadian Nuclear Safety Commission appointed by the Governor in Council pursuant to subsection 10(1) of the *Nuclear Safety and Control Act*, and includes any temporary members appointed by the Governor in Council pursuant to subsection 10(2) of the Act;

“Environment” means the provincial department of Saskatchewan Environment;

“Environment Project Officer” means a designate of Environment responsible for performing duties related to environmental compliance and regulatory licensing at Saskatchewan uranium mines and mills;

“harmonize” means to provide an effective and efficient regulatory regime which provides for the reduction of overlap and duplications to the fullest extent possible;

“industry” means the operators/licensees of uranium mines and mills in the province of Saskatchewan;

“inspection” means an examination, observation, measurement or test undertaken to assess structures, systems, components and materials, as well as operational activities, processes, procedures and personnel competence in order to verify compliance with regulatory requirements;

“Labour” means the provincial department of Saskatchewan Labour;

“licence” means a licence issued pursuant to section 24 of the NSC Act;

“licensee” means a person holding a licence issued by the CNSC;

“Minister of Environment” means the Minister of Saskatchewan Environment;

“Minister of Labour” means the Minister of Saskatchewan Labour;

“Ministers” means the Minister of Environment and the Minister of Labour;

“NSC Act” means the *Nuclear Safety and Control Act*;

“nuclear substance” has the same meaning as defined in section 2 of the NSC Act;

“OHSD Mines Inspector” means an occupational health officer within the meaning of *The Occupational Health and Safety Act, 1993* of Saskatchewan assigned to mines inspection by the Occupational Health and Safety Division of Saskatchewan Labour;

“optimize” means to maximize benefits, minimize costs or, in the case of multiple objectives, to achieve a reasonable balance between the different benefits and costs associated with realizing those multiple objectives;

“overlap and duplication” means similar regulatory functions being performed by the Parties, or the Parties requiring industry to provide similar information in differing format;

“President” means the President of the CNSC, as designated by the Governor in Council pursuant to subsection 10(3) of the NSC Act;

“regulatory process” means a system of activities that uses resources to transfer regulatory inputs into regulatory outputs (e.g., licensee submissions move through a regulatory process that leads to a regulatory response such as an approval, an amendment of a licence or an issuance of a licence);

“regulatory program” means the organizational structure, responsibilities, policies, processes, procedures, technical requirements and resources that are implemented to meet the defined regulatory objectives (e.g., objectives of a compliance program).

“regulatory regime” means the nature and scope of the regulator’s mandate, the legal framework for that mandate as set out in legislation and regulations, including any standards incorporated by reference in regulations, and the regulator’s administrative policies and programs put in place to carry out its regulatory responsibilities set out in law, including regulatory policies and standards, and regulatory processes and programs.

“single window” means a harmonized regulatory process where the Parties coordinate their activities and communication to fullest extent possible to allow, where practicable, for a single submission, and provide for a common and timely reaction or response to a submission or issue arising with respect to the uranium mines;

“uranium mines and mills” means mines and mills as defined in section 2 of the *Uranium Mines and Mills Regulations* made pursuant to the NSC Act.

## **2.0 PURPOSE**

The purpose of this Agreement is to establish formal co-operative arrangements between the CNSC and Saskatchewan towards developing and implementing a harmonized regulatory regime for uranium mines and mills in Saskatchewan.

## **3.0 OBJECTIVE**

The objective of this agreement is to provide for collaboration between the CNSC, Environment and Labour in the regulation of uranium mines and mills in the province of Saskatchewan, in order to:

- a) protect the health, safety and security of Canadians and their environment;
- b) harmonize the CNSC's and Saskatchewan's regulatory requirements and regulatory activities, where practicable;
- c) optimize the participation of Environment and Labour in the CNSC’s assessment, licensing and compliance programs for uranium mines and mills, where practicable; and

- d) improve the delivery of the regulatory programs through a single window.

#### **4.0 COMMITMENTS UNDER THIS AGREEMENT**

- 4.1 The Parties agree to coordinate and to harmonize their respective regulatory regimes through:
- a) the development and implementation, in a phased manner, of a harmonized compliance program, leading within three years to the administration by Saskatchewan, in accordance with the NSC Act, of agreed-to elements of the CNSC's compliance program;
  - b) the appointment, as soon as reasonably possible, of qualified Saskatchewan officials as inspectors under the NSC Act, for the purposes of carrying out the CNSC's inspections, investigations and enforcement activities; and,
  - c) the development and implementation of a pilot project for the participation of Saskatchewan officials in the CNSC staff's licensing assessment and associated activities, followed by the development and implementation of a harmonized licensing assessment process.
- 4.2 The Parties agree to review in detail federal and provincial statutes and regulations to determine the legal framework required and the appropriateness of the incorporation of provincial regulations concerning the protection of health, safety and the environment, by reference as regulations under the NSC Act.
- 4.3 Upon completion of the commitments listed in sections 4.1 or three (3) years after signature of this agreement, whichever comes first, the Parties agree to enter into further discussion on the development of a harmonized assessment and licensing regime.
- 4.4 The Parties agree that, nothing in this Agreement affects the CNSC's mandate respecting measures to prevent unreasonable risk to national security and to achieve conformity with national measures of control and international obligations to which Canada has agreed.

#### **5.0 PRINCIPLES OF CO-OPERATION AND HARMONIZATION**

The guiding principles of this Agreement and the development and implementation of a harmonized regulatory regime are:

**PROTECTION OF HEALTH, SAFETY AND THE ENVIRONMENT**

The Parties undertake that, when developing and implementing any arrangements or measures as part of this Agreement, the Parties' priority will be to ensure the protection of health, safety and the environment.

**COMMITMENT TO ACTION**

The Parties to this Agreement commit to timely action on matters within their jurisdiction while respecting the jurisdiction of the other Party.

**COMMITMENT TO COLLABORATION**

The Parties commit to recognizing each other's strengths and capabilities and to consult and co-operate with each other in the spirit of collaboration on matters of mutual interest.

**TRANSPARENCY AND STAKEHOLDER INVOLVEMENT**

The Parties commit to ensuring that the administration of this Agreement is in accordance with any CNSC or provincial practices or policies regarding regulatory transparency, and

undertake to provide licensees and other stakeholders affected by this agreement, opportunities to comment on its scope and provisions, and on its administration.

**IMPROVED ACCESS TO REGULATORY REGIME**

The Parties undertake to improve the delivery of their regulatory programs for industry and the public through increased accessibility and responsiveness and by minimizing, where possible, stakeholders' points of interaction with the regulatory agencies through a "single window" regulatory process.

**TIMELY SHARING OF INFORMATION ON INTERJURISDICTIONAL IMPACTS**

The Parties undertake to share, in a timely manner, information on regulatory activities and regulatory initiatives which are pertinent to activities and decisions within the jurisdiction of the other Party or Parties, subject to any provisions of federal and provincial legislation related to access to information.

**REGULATIONS, STANDARDS AND GUIDES**

The Parties undertake to consult with the other Party in the development of regulations, standards and guides affecting uranium mines and mills, so as to avoid conflicting regulatory requirements and to minimize duplication to the extent possible.

**INTERNATIONAL OBLIGATIONS**

The Parties commit to share information on measures to prevent unreasonable risk to national security and to achieve conformity with national measures of control and international obligations to which Canada has agreed, as they relate to uranium mines and mills.

**INTEGRATION**

The Parties undertake to integrate, to the extent practicable, their respective compliance, assessment and licensing activities related to the regulation of uranium mines and mills.

**REDUCING OVERLAP AND DUPLICATION**

The Parties commit to harmonizing their regulatory regimes and activities, where practicable.

**INCORPORATION BY REFERENCE OF PROVINCIAL STATUTES**

The Parties commit to work together to incorporate by reference provincial statutes as regulations pursuant to the NSC Act, where such incorporation is an effective and efficient means of reducing regulatory overlap and duplication.

**AUDIT OF REGULATORY ACTIVITIES ADMINISTERED BY ANOTHER PARTY**

The Parties agree that, where regulatory activities are undertaken by a Party on behalf of the other Party, the regulatory activities undertaken will be clearly identified and the expectations with regard to the performance of the regulatory agency carrying out the activity will be clearly articulated and subject to audit.

**ADEQUATE RESOURCES**

The Parties undertake to ensure that adequate resources are available within the regulatory system, so as to ensure that the Parties and stakeholders have confidence in the regulatory work being performed.

**TIMELINESS**

The Parties undertake to ensure that undertakings, strategies and objectives are commenced and completed in a timely manner in accordance with the timelines set out in this

agreement and any sub agreement.

## **COST SHARING**

The costs associated with activities taken pursuant to this agreement shall be borne by the Party for whom or on whose behalf such activities are carried out.

## **ACCOUNTABILITY**

The Parties agree that each Party remains accountable for the administration of their respective regulatory requirements, and for demonstrating that this Agreement and its implementation is effective and efficient in achieving its purpose and objectives.

## **6.0 SUB-AGREEMENTS**

6.1 In order to achieve the means, objectives and purpose of this Agreement, in accordance with the principles for a harmonized regulatory regime, the Parties hereby agree to enter into the following Sub-agreements which are annexed hereto and form part of this Agreement:

- ANNEX 1 Sub-Agreement on the Management Committee Terms of Reference
- ANNEX 2 Sub-Agreement on the Co-ordinating Committee Terms of Reference
- ANNEX 3 Sub-Agreement on the Harmonization of the Compliance Program
- ANNEX 4 Sub-Agreement on a Pilot Program for the Harmonization of Licensing Assessment Activities
- ANNEX 5 Sub-Agreement on Training and Qualification of Saskatchewan Officials as Inspectors under the NSC Act
- ANNEX 6 Sub-Agreement on the Development of Regulations
- ANNEX 7 Sub-Agreement on the Development of Regulatory Standards and Guides
- ANNEX 8 Sub-Agreement on Performance Expectations and Audits for Regulatory Activities Administered by Saskatchewan in Accordance with the NSC Act
- ANNEX 9 Sub-Agreement on Reporting
- ANNEX 10 Sub-Agreement on Sharing of Confidential and Third Party Information
- ANNEX 11 Sub-Agreement on Cost Sharing

6.2 Without limiting the breadth or flexibility of this Agreement, the Parties may enter into further Sub-agreements on co-operative arrangements from time to time as they shall mutually consider necessary in order to give full effect to the Agreement.

6.3 Where a provision in any Sub-Agreement is inconsistent with a provision in this main Agreement, the provisions in this main Agreement prevail.

## **7.0 MANAGEMENT COMMITTEE**

- 7.1 A Management Committee shall be established to oversee the implementation of this Agreement. The membership of the Committee shall include two representatives from each of the CNSC, Environment and Labour. The Committee shall be co-chaired by one representative from the CNSC and one representative from either Environment or Labour.
- 7.2 The responsibilities of the Management Committee and its terms of reference are set out in Annex 1 annexed hereto.

## **8.0 CO-ORDINATING COMMITTEE**

- 8.1 A Co-ordinating Committee shall be established to co-ordinate the development and implementation of arrangements agreed to in the Sub-Agreements to this Agreement. The membership of the Committee shall include one representative from each of the CNSC, Environment and Labour. The Committee shall be co-chaired by one representative from the CNSC and one representative from either Environment or Labour.
- 8.2 The responsibilities of the Co-ordinating Committee and its terms of reference are set out in Annex 2 annexed hereto.

## **9.0 RESOLUTION OF DISAGREEMENTS**

- 9.1 The Parties acknowledge that nothing in this Agreement is intended to fetter, alter or interfere with the exclusive authority of either Party to interpret and enforce legislative or regulatory requirements within their respective jurisdictions.
- 9.2 Nothing in this section is intended to interfere with or alter the right or process available to any licensee or persons directly affected by a decision to comment upon, dispute or appeal, where applicable, the decision of any Party or their designates or officers.
- 9.3 The Parties agree that where disagreements arise with respect to the interpretation or administration of this Agreement, the Parties shall, to the extent reasonably practicable, attempt to jointly resolve the disagreement as follows:
- 9.3.1 Where the disagreement is between inspectors, project officers or other field staff, the matter may be referred to the Coordinating Committee for resolution.
  - 9.3.2 Where the Coordinating Committee is unable to resolve a disagreement, the matter may be referred to the Management Committee for resolution.
  - 9.3.3 Where the Management Committee is unable to resolve a disagreement, the matter may be referred to the Vice-President, Operations Branch, CNSC, and the Deputy Ministers of Environment and Labour for resolution or guidance.
  - 9.3.4 In attempting to resolve a disagreement at any stage, the Parties agree that they shall be guided by the principles outlined in section 5 of this Agreement.
- 9.4 Subject to subsection 9.1, the Parties agree that they shall consult each other on general matters respecting the interpretation and enforcement of their respective regulatory requirements, so as to avoid, to the extent possible, unnecessary duplication or conflict in the enforcement of their respective legislative or regulatory requirements. In consulting each other the Parties shall be guided by

the following protocols:

- 9.4.1 If a Party is contemplating enforcement action which may have a significant impact on the regulatory activities of the other Party, then, subject to section 9.4.4, the Party responsible for enforcement (the responsible party) agrees that it shall, where time and circumstances permit, consult with the Coordinating Committee on the matter prior to taking or continuing its enforcement activities, in order to take into consideration the views of the other Party.
- 9.4.2 The Coordinating Committee may refer the matter to agency line management for discussion.
- 9.4.3 Notwithstanding the agreement to consult, the responsible Party shall be free to take whatever action it considers necessary and appropriate within its authority to ensure that its regulatory obligations are met.
- 9.4.4 Where the responsible Party is of the opinion that there exists an immediate threat to health, safety or the environment that requires an immediate response, or if it is of the opinion that consulting with the Coordinating Committee prior to taking enforcement actions is, in the circumstances, impractical or inappropriate, the responsible Party is free to take whatever action it considers necessary and appropriate within its authority to ensure that its regulatory requirements are met.
- 9.4.5 With respect to actions taken by either Party in accordance with section 9.4.4, which such Party knows is or may be of concern to the other Party, then the responsible Party shall inform the other Party as soon as practicable of the nature of the threat to health, safety or the environment and the regulatory action taken by the responsible Party.

## **10.0 TERM OF THE AGREEMENT**

This Agreement, including any annexes attached hereto, shall enter into force on the date of the last signature on the Agreement, and shall remain in force until terminated by one or both Parties.

## **11.0 AMENDMENT OF THE AGREEMENT**

- 11.1 This Agreement and the annexes hereto may be amended from time to time, subject to the approval of the President and the Ministers of Environment and Labour.
- 11.1 Addition of a new annex to this Agreement shall be deemed to be an amendment to this Agreement, and will be subject to the approval of the President and the Ministers of Environment and Labour.

## **12.0 REVIEW OF AGREEMENT**

This Agreement shall be reviewed by the Parties every three (3) years after the date of execution.

## **13.0 TERMINATION OF THE AGREEMENT**

This Agreement may be terminated by either Party giving to the other at least six (6)



months written notice in advance of termination.

#### **14.0 GENERAL**

No member of the House of Commons or Senate of Canada and no member of the Legislative Assembly of Saskatchewan shall be admitted to any part or share of this Agreement or to any benefit arising therefrom.

**IN WITNESS THEREOF**, this Agreement has been executed on the 13<sup>th</sup> day of February, 2003, on behalf of the Canadian Nuclear Safety Commission by the President of the CNSC and on behalf of Saskatchewan by the Minister of Saskatchewan Environment and the Minister of Saskatchewan Labour.

**IN THE PRESENCE OF:**

**CANADIAN NUCLEAR SAFETY  
COMMISSION**

\_\_\_\_\_  
Witness

President, Canadian Nuclear Safety  
Commission

Date: February 13, 2003

**SASKATCHEWAN ENVIRONMENT**

\_\_\_\_\_  
Witness

Minister of Saskatchewan Environment

Date: February 13, 2003

**SASKATCHEWAN LABOUR**

\_\_\_\_\_  
Witness

Minister of Saskatchewan Labour

Date: February 13, 2003

14.0 GENERAL

No member of the House of Commons or Senate of Canada and no member of the Legislative Assembly of Saskatchewan shall be admitted to any part or share of this Agreement or to any benefit arising therefrom.

IN WITNESS THEREOF, this Agreement has been executed on the 13<sup>th</sup> day of February, 2003, on behalf of the Canadian Nuclear Safety Commission by the President of the CNSC and on behalf of Saskatchewan by the Minister of Saskatchewan Environment and the Minister of Saskatchewan Labour.

IN THE PRESENCE OF:

CANADIAN NUCLEAR SAFETY COMMISSION

JK Pereira

Witness

President, Canadian Nuclear Safety Commission

Date: February 13, 2003

SASKATCHEWAN ENVIRONMENT

Ladine Olson

Witness

  
Minister of Saskatchewan Environment

Date: February 13, 2003

SASKATCHEWAN LABOUR

Adelle Leonard

Witness

  
Minister of Saskatchewan Labour

Date: February 13, 2003

## ANNEX 1

### SUB-AGREEMENT ON THE MANAGEMENT COMMITTEE TERMS OF REFERENCE

#### 1.0 General

This is a Sub-Agreement between the CNSC and Saskatchewan made pursuant to the **CNSC-Saskatchewan Administrative Agreement for the Regulation of Health, Safety and the Environment at Saskatchewan Uranium Mines and Mills.**

#### 2.0 Management Committee Responsibilities

2.1 The Management Committee is responsible for ensuring that this Agreement is implemented in accordance with the Agreement's stated purpose, principles, objectives and commitments as well as in accordance with the regulatory obligations of each Party.

2.2 Without limiting the generality of the foregoing, the responsibilities of the Management Committee shall include:

- a) overseeing the implementation of this Agreement including developing proposals for achieving the commitments listed in section 4 of the Agreement;
- b) developing co-operative arrangements on matters within their authority, to better implement the Sub-Agreements to this Agreement;
- c) developing additional Sub-Agreements and amendments to existing Sub-Agreements to this Agreement which in the opinion of the Management Committee may better achieve the purpose, objectives and principles of the Agreement, for consideration by the President and Ministers;
- d) subject to Annex 2, directing the activities of the Co-ordinating Committee including directing the committee to develop proposals for other co-operative arrangements or Sub-Agreements which may better achieve the Agreement's purpose, objective and principles;
- e) considering any proposals developed by the Co-ordinating Committee on its own initiative;
- f) determining the relative priority for the development and implementation of the Sub-Agreements to this Agreement in a manner that best utilizes available resources and provides for demonstrable, early and on-going success.
- g) resolving disagreements dealing with the implementation and administration of this Agreement that have not been resolved by the Coordinating Committee;
- h) establishing a co-operative approach to public communications and media enquiries arising from the activities undertaken pursuant to this Agreement;
- i) evaluating the administration of this Agreement on a regular basis, including progress made in achieving the Agreement's purpose, objectives, principles and commitments, and preparing recommendations for its revision and updating as appropriate;
- j) preparing an annual report to satisfy the reporting requirements of this Agreement; and
- k) addressing other matters as the President and Ministers may jointly direct from time to time in order to better implement the Agreement and all Sub-Agreements.

### **3.0 Public Communications:**

- 3.1 Where possible, public communications and media enquiries arising from the activities undertaken pursuant to this Agreement will be co-ordinated by the co-chairpersons.
- 3.2 Where one Party responds to public communications and media enquiries without prior consultation with the other Party, the co-chairperson who represents that Party will inform the other co-chairperson and other Committee members as soon as possible after providing the response.
- 3.3 The Management Committee may assign to the Co-ordinating Committee responsibilities related to routine communications with licensees, industry and labour associations, and the public.

### **4.0 Meetings**

- 4.1 The Management Committee will meet a minimum of two (2) times per year to evaluate the implementation of this Agreement and the annexes thereto and, if necessary, provide recommendations for its revision and updating as appropriate.
- 4.2 One of the meetings will be held each year for the purpose of reviewing the implementation of this Agreement and the annexes thereto and preparing a report to satisfy the reporting requirements of the Parties' respective federal and provincial legislation.

### **5.0 Minutes**

Minutes of the Management Committee's discussions, including any decisions and action items, will be prepared and approved by the co-chairs of the Committee.

### **6.0 Decision-making**

Decisions of the Management Committee, including any decisions regarding the resolution of disagreements, shall be made by consensus, with equal weight given to each Party.

### **7.0 Membership**

- 7.1 The Committee shall be comprised of:
- a) Director-General  
Directorate of Nuclear Cycle and Facilities Regulations  
Operations Branch  
Canadian Nuclear Safety Commission
  - b) Director  
Uranium Mines and Lands Evaluation Division  
Canadian Nuclear Safety Commission
  - c) Assistant Deputy Minister  
Programs Division  
Saskatchewan Environment
  - d) Director  
Shield Eco Region  
Saskatchewan Environment
  - e) Executive Director  
Occupational Health and Safety Division

Saskatchewan Labour

- f) Director  
Radiation and Mines Safety Units  
Occupational Health and Safety Division  
Saskatchewan Labour

- 7.2 Other individuals may be invited to attend Management Committee, including members of the Co-ordinating Committee, as observers or for purposes of making presentations.
- 7.3 Management Committee members may designate alternates to attend Committee meetings in their respective places when unable to personally attend.

## **SUB-AGREEMENT ON THE COORDINATING COMMITTEE TERMS OF REFERENCE**

### **1.0 General**

This is a Sub-Agreement between the CNSC and Saskatchewan pursuant to the **CNSC-Saskatchewan Administrative Agreement for the Regulation of Health, Safety and the Environment at Saskatchewan Uranium Mines and Mills**.

### **2.0 Co-ordinating Committee responsibilities**

The responsibilities of the Co-ordinating Committee shall include:

- a) developing and implementing arrangements for the day-to-day coordination of the activities outlined in the Agreement and any Sub-Agreement, in accordance with the relative priorities and orders of precedence identified by the Management Committee;
- b) implementing measures within its authority to co-ordinate regulatory activities between the agencies;
- c) consulting, unless otherwise impractical or inappropriate, on disagreements related to the administration of this Agreement and any disagreements related to the interpretation of regulatory requirements and the appropriate regulatory response, in accordance with section 9 of this Agreement;
- d) evaluating the administration of this Agreement on a regular basis and preparing recommendations for its revision and updating as appropriate;
- e) preparing semi-annual and ad hoc reports for the Management Committee on the administration of this Agreement;
- f) developing additional Sub-Agreements or amendments to existing Sub-Agreements which may better achieve the purpose, objectives and principles of the Agreement, for consideration of the Management Committee; and,
- g) managing such other matters as the Management Committee may direct from time to time.

### **3.0 Meetings**

- 3.1 The Co-ordinating Committee will meet a minimum of two (2) times per year to evaluate the implementation of this Agreement and, if necessary, provide recommendations for its revision and updating as appropriate.
- 3.2 The Co-ordinating Committee will prepare an annual report reviewing the implementation of this Agreement and submit it to the Management Committee. The report will satisfy the reporting requirements of the Parties' respective federal and provincial legislation.

### **4.0 Minutes**

Minutes of the meeting, summarizing the discussion and any decisions or actions to be pursued by the Parties, shall be prepared and approved by the co-chairs.

### **5.0 Decisions of the Co-ordinating Committee**

Decisions of the Co-ordinating Committee, including any decisions regarding the

resolution of disagreements, shall be taken by consensus with equal weight given to each Party.

## **6.0 Membership:**

- 6.1 The Committee shall be comprised of:
  - a) CNSC Project Officer designated by CNSC
  - b) Environment Project Officer designated by Environment
  - c) OHSD Mines Inspector designated by Labour
- 6.2 Other individuals may be invited to attend Co-ordinating Committee meetings as observers or for purposes of making presentations or taking notes.
- 6.3 Co-ordinating Committee members may designate alternates to attend Committee meetings in their respective places when unable to personally attend.

## ANNEX 3

### **SUB-AGREEMENT ON THE HARMONIZATION OF COMPLIANCE PROGRAM**

#### **1.0 General**

This is a Sub-Agreement between the CNSC and Saskatchewan pursuant to the **CNSC-Saskatchewan Administrative Agreement for the Regulation of Health, Safety and the Environment at Saskatchewan Uranium Mines and Mills**.

#### **2.0 Purpose**

The purpose of this Sub-Agreement is to provide for the development and implementation of a harmonized compliance program.

#### **3.0 Scope**

This Sub-Agreement applies to those activities related to compliance promotion, verification and enforcement activities where both Parties are responsible for administering environmental protection and worker health and safety regulatory requirements at uranium mines and mills. For the purposes of this Sub-Agreement, the regulatory requirements consist of those regulations listed in Schedule A of this Annex.

#### **4.0 Administration of Elements of CNSC Compliance Program by Saskatchewan in accordance with the NSC Act**

- 4.1 The Parties will develop and implement, in a phased manner, a harmonized compliance program for uranium mines and mills, leading within three years to the administration by the Province, in accordance with the NSC Act, of agreed-to elements of the CNSC compliance program for uranium mines and mills.
- 4.2 Saskatchewan will carry out the agreed elements of the CNSC compliance program, as hereafter set out, in accordance with the NSC Act, regulations under the NSC Act, the CNSC Compliance Policy and the CNSC compliance program for uranium mines and mills.
- 4.3 When developing and implementing the harmonized compliance program, the Parties will take into account the requirements of the NSC Act and regulations, the CNSC Compliance Policy and compliance program for uranium mines and mills as well as the regulatory requirements of Environment and Labour.
- 4.4 Where there is a conflict between the CNSC's and Saskatchewan's regulatory requirements, Saskatchewan will ensure that, at the minimum, the federal regulations respecting uranium mines and mills will be met.

#### **5.0 Harmonization of Compliance Reporting Requirements**

- 5.1 The Parties will identify the licensees' reporting requirements required under their respective regulations, the form of and the means of communications used for those reports, and identify any conflicting or duplicative reporting requirements.
- 5.2 The Parties will develop harmonized licensee reporting requirements that meet the regulatory obligations of the CNSC, Environment and Labour and eliminate conflicting or duplicative reports, wherever practicable.

#### **6.0 Coordination of Compliance Program Activities**



- 6.1 Implementation of the harmonized compliance program will be broken into three stages: development, demonstration and administration by the Province.
- 6.2 During the development stage the major activities will be:
- a) the development of a harmonized compliance program for uranium mines and mills;
  - b) training of Saskatchewan officials in CNSC compliance activities and the appointment of qualified Saskatchewan officials as inspectors under the NSC Act, in accordance with Annex 5;
  - c) performance of joint compliance activities with CNSC staff leading the joint inspections conducted for CNSC requirements. Representatives of the Parties will make reasonable efforts to co-ordinate their compliance promotion and verification activities, including conducting joint inspections of uranium mines and mills and meeting with Occupational Health Committees and licensees; and
  - d) performance of joint audits for the purposes of verifying licensee's compliance with CNSC requirements, with the CNSC staff leading the audit teams and provincial inspectors acting in a support role.
- 6.3 During the demonstration stage the major activities will be:
- a) further refinement of the harmonized compliance program for uranium mines and mills;
  - b) further joint inspections with the provincial inspectors in the lead role for routine inspections; and
  - c) performance of joint audits by CNSC staff and Saskatchewan officials.
- 6.4 During the administration stage the major activities will be:
- a) finalization of the harmonized compliance program for uranium mines and mills with a description of the roles of the respective agencies;
  - b) finalization of the requirements under which the Province will deliver the agreed to elements of the CNSC compliance program for uranium mines and mills; and
  - c) formal agreement whereby the Province will administer, in accordance with the NSC Act, agreed-to elements of the CNSC's compliance program for uranium mines and mills.
- 6.5 CNSC staff may, throughout the term of this Agreement, continue to participate and where appropriate lead specialized joint audit or evaluation teams with Saskatchewan officials.

## **7.0 Timelines**

The Parties commit their best efforts to the completion of these activities within three (3) years of the signing of this Agreement.

**SUB-AGREEMENT ON  
THE HARMONIZATION OF COMPLIANCE ACTIVITIES**

**SCHEDULE A**

**List of Statutes and Regulations Covered by this Agreement**

1.0 Saskatchewan

1.1 Saskatchewan Labour

- a) The Occupational Health and Safety Act
- b) The Occupational Health and Safety Regulations
- c) The Saskatchewan Mines Regulations

1.2 Saskatchewan Environment

- a) The Environmental Management and Protection Act
- b) The Clean Air Act
- c) The Mineral Industry Environmental Protection Regulations
- d) The Hazardous Substances and Waste Dangerous Goods Regulations
- e) The Water Pollution Control and Waterworks Regulations
- f) The Municipal Refuse Management Regulations
- g) The Clean Air Regulations
- h) The Environmental Spill Control Regulations

2.0 Canadian Nuclear Safety Commission

- a. The Nuclear Safety and Control Act
- b. The General Nuclear Safety and Control Regulations
- c. The Uranium Mines and Mills Regulations
- d. The Radiation Protection Regulations
- e. The Nuclear Substances and Radiation Devices Regulations
- f. The AECB Cost Recovery Fees Regulations

## ANNEX 4

### SUB-AGREEMENT ON A PILOT PROGRAM FOR THE HARMONIZATION OF LICENSING ASSESSMENT ACTIVITIES

#### 1.0 General

This is a Sub-Agreement between the CNSC and Saskatchewan pursuant to the **CNSC-Saskatchewan Administrative Agreement for the Regulation of Health, Safety and the Environment at Saskatchewan Uranium Mines and Mills**.

#### 2.0 Purpose

The purpose of this Sub-Agreement is to provide for the development and implementation of a pilot program for the participation of Saskatchewan officials in the CNSC staff's licensing assessment and associated activities, to be followed by the development and implementation of a harmonized licensing assessment process. This work will be conducted in parallel with the development and implementation of a harmonized CNSC-Saskatchewan compliance program for uranium mines and mills, as described in Annex 3.

#### 3.0 Scope

3.1 The pilot program will be limited to one or two uranium mining projects and will be selected according to the following criteria:

- a) major licensing actions (e.g., licence renewal, new licence, etc.) which will require the commencement of assessment and licensing activities within six months or as soon as practical, from the date at which this Agreement comes into force; and
- b) licensing actions that require participation from both Environment (e.g., environmental protection) and Labour (e.g., worker health and safety).

3.2 For any facility mutually chosen by the parties, Saskatchewan officials will be assigned to work on the CNSC staff licensing team. It is agreed that:

- a) CNSC staff licensing teams normally comprise a lead Project Officer, support project officers (as required) and assessment specialists; and
- b) Saskatchewan officials will act as support project officers, assessment specialists and provincial coordinators on CNSC staff licensing teams.

3.3 The pilot project will allow provincial participation in the following CNSC staff licensing assessment and associated activities:

- a) development of licensing plans and schedules;
- b) development of licensing guidance;
- c) review of licence applications (non-technical);
- d) assessment of licence applications and supporting technical documents;
- e) preparation of environmental assessments under the *Canadian Environmental Assessment Act*;
- f) preparation of CNSC staff's regulatory positions;

- g) preparation of findings and draft recommendations to the Commission;
- h) preparation of Commission Member Documents;
- i) preparation of and participation in presentations to the Commission;
- j) preparation of responses to issues raised by intervenors and Members of the Commission; and
- k) dissemination of regulatory information to stakeholders.

3.4 The results of the pilot project will be taken into consideration in the development and implementation of a harmonized assessment and licensing process (the Process), whereby provincial participation in the CNSC staff's licence assessment and associated activities will become part of the CNSC staff's normal operations.

#### **4.0 Future Negotiations**

Negotiations on the Process described in section 3.4 will commence within two (2) years from the date of signing the Agreement, with the objective of full implementation within three (3) years.

#### **5.0 Meetings**

- 5.1 Representatives of the Parties will meet as required during the assessment of an application for a license, and during the development of the recommendations regarding the licence application, in order to:
- a) discuss the activities carried out in section 3.3.; and
  - b) address any outstanding issues with respect to the licence application.
- 5.2 The meetings will be chaired by the CNSC Project Officer responsible for the uranium mining or milling facility.
- 5.3 The CNSC Project Officer will forward to members of the licensing team notes on any decisions and follow-up actions in writing as soon as practicable after the meeting.
- 5.4 The CNSC Project Officer will identify the Party responsible for any follow-up action(s) identified in Section 5.3. When appropriate, the CNSC Project Officer will provide the Party with additional information regarding the scope of work required to carry out the follow-up action.

## ANNEX 5

### **SUB-AGREEMENT ON TRAINING AND QUALIFICATION OF SASKATCHEWAN OFFICIALS AS INSPECTORS UNDER THE NSC ACT**

#### **1.0 General**

This is a Sub-agreement between the CNSC and Saskatchewan pursuant to the **CNSC-Saskatchewan Administrative Agreement for the Regulation of Health, Safety and the Environment at Saskatchewan Uranium Mines and Mills**.

#### **2.0 Purpose**

The purpose of this Sub-Agreement is to provide for the training of inspectors from the CNSC, Environment and Labour in the regulatory requirements of each Party, and for the qualification of Saskatchewan officials as inspectors under the NSC Act.

#### **3.0 Scope**

3.1 This Sub-Agreement applies to those activities related to:

- a) the training of staff from the CNSC, Environment and Labour in the enabling legislation and regulations administered by the Parties, the regulatory philosophies and practices and the administration of the Parties' regulatory regimes. Training in areas such as radiation protection also falls within the scope of this agreement; and
- b) qualification of Saskatchewan officials as inspectors under the NSC Act.

#### **4.0 Identification of training needs and training schedule**

- 4.1 Training will be provided by the CNSC staff to provincial inspectors about the powers and constraints of the NSC Act, the requirements in regulations, and the CNSC's compliance policy and practices, so that provincial inspectors can, when qualified, be appointed as inspectors under the NSC Act. The training delivered to provincial inspectors will be consistent with that provided to CNSC staff trained and appointed as inspectors under the NSC Act.
- 4.2 A preliminary needs assessment will be carried out by the Parties in conjunction with the CNSC's Technical Training Group. Training will include both formal classroom training and on-the-job training.
- 4.3 In addition to training in the federal legislation, consideration will be given to developmental training in such areas as radiation protection, radiation instrumentation and the effects of mine and mill ventilation on radiation levels.
- 4.4 The current qualifications of provincial inspectors will be considered when determining the developmental training required.
- 4.5 Training will be provided by Saskatchewan to CNSC staff on provincial regulatory requirements, in order to ensure that the harmonized regulatory regime to be developed under this Agreement meets the provincial regulatory requirements, and that the implementation of the harmonized regime will be consistent with provincial regulatory requirements and practices, to the extent practicable.
- 4.6 The Coordinating Committee will identify the number of persons and the positions requiring training to allow for the early, effective and efficient implementation of the Sub-Agreements to this Agreement.
- 4.7 The Parties will jointly develop a training plan that takes into consideration staff

work loads, including other regulatory responsibilities and activities, while allowing for the early implementation of this Agreement. To the extent practical, training sessions will be provided in the most cost effective manner in order to minimize travel and accommodation costs.

- 4.8 Following completion of the initial training to be provided under this Sub-Agreement, the Coordinating Committee will identify training requirements on an annual basis, taking into account the training needs of new employees. To the extent possible, the training program will take advantage of training offered by the Parties to their own staff.
- 4.9 Training needs will be identified as early as practicable to allow training plans and costs to be incorporated into the budget considerations for the following fiscal year.

## **5.0 Joint Qualification Committee**

For the purposes of this Sub-Agreement, the Parties will establish a Joint Qualification Committee and its terms of reference to establish the criteria and process for qualifying Saskatchewan officials as inspectors under the NSC Act.

## **6.0 Authority of Commission to appoint inspectors**

Nothing in this Sub-Agreement fetters or alters the power of the CNSC to appoint inspectors in accordance with subsection 29(1) of the NSC Act.

## ANNEX 6

### SUB-AGREEMENT ON THE DEVELOPMENT OF REGULATIONS

#### 1.0 General

This is a Sub-Agreement between the CNSC and Saskatchewan pursuant to the **CNSC-Saskatchewan Administrative Agreement for the Regulation of Health, Safety and the Environment at Saskatchewan Uranium Mines and Mills**.

#### 2.0 Purpose

The purpose of this Sub-Agreement is to facilitate the development and implementation of federal and provincial regulations necessary to provide for a harmonized regulatory regime for Saskatchewan uranium mines and mills. This regime will incorporate the principles outlined in section 5 of the Agreement and will fulfil all common regulatory requirements of the Parties.

#### 3.0 Review of existing federal and provincial regulations

- 3.1 Saskatchewan shall be the lead Party in the review of federal and provincial regulations. The CNSC shall be the support Party.
- 3.2 Drafts of all proposed legislation will be forwarded to federal and provincial Justice and the Coordinating Committee for review. Once reviewed by Justice and approved by the Coordinating Committee, the proposed drafts will be forwarded to the Management Committee for review and approval.
- 3.3 Stakeholder review of all draft legislation will be carried out in a manner consistent with the legal and policy requirements of the Parties.
- 3.4 On an annual basis the Parties will prepare a joint report on the progress of regulation development.

#### 4.0 Criteria for incorporation of provincial regulations as regulations pursuant to the NSC Act

- 4.1 Saskatchewan must be willing to administer and enforce the CNSC regulations incorporating provincial legislation.
- 4.2 Adoption of provincial legislation should not increase the regulatory burden on licensees and must be within the regulatory mandate of the CNSC.
- 4.3 Adoption of provincial legislation should not result in a significant cost increase to licensees.
- 4.4 The regulations made under incorporated provincial legislation must be within the legal mandate and scope of the NSC Act. The administration and enforcement of uranium mining and milling regulations must be done, and be seen to be done, in an impartial and professional manner.
- 4.5 Incorporation of provincial legislation does not alter the CNSC's power to set standards. However, by such incorporation, the CNSC acknowledges and accepts a given provincial standard as a CNSC standard for the purposes of regulating Saskatchewan uranium mines and mills.
- 4.6 All regulatory functions must be adequately resourced, in terms of human resources, expertise and operating budget.

## **5.0 Incorporation and Implementation**

- 5.1 The Parties are committed to the expeditious incorporation and implementation of those regulations developed and agreed to by the Parties.
- 5.2 An administrative agreement to carry out all necessary regulatory activities, including those resulting from legislation being incorporated into regulations made pursuant to the NSCA, will be developed jointly by the Parties prior to incorporation of provincial legislation.

## **6.0 Timelines**

The Parties commit their best efforts to the completion of these activities within three (3) years of the signing of this Agreement.

## **7.0 Meetings**

- 7.1 Representatives of the Parties will meet as required during the regulation development process in order to:
- a) provide updates to the Parties on the status of regulation development;
  - b) discuss any implications to regulation development as a result of experience gained by the Parties in carrying out the activities described in the Agreement; and
  - c) resolve any outstanding issues with respect to the regulation development process.
- 7.2 The meetings will be co-chaired by one representative from the CNSC and one representative from Saskatchewan.
- 7.3 Notes on any decisions and follow-up actions will be provided to the Parties in writing as soon as practicable after the meeting.

## **8.0 Authority of Commission to make regulations**

The Parties acknowledge that, notwithstanding the commitments to work together to develop regulations with respect to uranium mines and mills in Saskatchewan, the power to make regulations under the NSC Act rests with the Commission, with the approval of the Governor in Council.



## **OF REGULATORY STANDARDS AND GUIDES**

### **1.0 General**

This is a Sub-Agreement between the CNSC and Saskatchewan pursuant to the **CNSC-Saskatchewan Administrative Agreement for the Regulation of Health, Safety and the Environment at Saskatchewan Uranium Mines and Mills.**

### **2.0 Purpose**

The purpose of this Sub-Agreement is to facilitate the development and implementation of federal and provincial regulatory standards and guides for Saskatchewan uranium mines and mills.

### **3.0 Review of federal and provincial regulatory standards and guides**

- 3.1 The Parties may review applicable federal and provincial regulatory standards and guides to determine their efficacy and efficiency in serving the objective of this Agreement set out in Section 3 of the Agreement.
- 3.2 The Parties may recommend amendments to CNSC or provincial regulatory standards or guides, for the consideration of the Management Committee. Where applicable the report shall set out drafts of new or revised regulatory standards and guides.
- 3.3 The Parties may propose new regulatory standard or guides to the CNSC or the appropriate provincial authority.
- 3.4 The Management Committee may, in turn, make a joint submission to the CNSC or the appropriate provincial authority to amend the regulatory standard or guide.

### **4.0 Implementation**

- 4.1 The Parties are committed to the expeditious implementation of those regulatory standards and guides developed and agreed to by the Parties.
- 4.2 On an annual basis the Parties will prepare a joint report on the progress of the development of regulatory standards and guides.

### **5.0 Meetings**

- 5.1 Representatives of the Parties will meet as required during the development of regulatory standards and guides in order to:
  - a) provide updates to the Parties on the status of standard and guide development;
  - b) discuss any implications to standard and guide development as a result of experience gained by the Parties in carrying out the activities described in the Agreement; and
  - c) resolve any outstanding issues with respect to the standard and guide development process.
- 5.2 The meetings will be co-chaired by one representative from the CNSC and one representative from Saskatchewan.
- 5.3 Notes on any decisions and follow-up actions will be provided to the Parties in writing as soon as practicable after the meeting.

**SUB-AGREEMENT ON PERFORMANCE EXPECTATIONS AND AUDITS  
FOR CNSC REGULATORY ACTIVITIES  
ADMINISTERED BY SASKATCHEWAN UNDER THE NSC ACT**

**1.0 General**

This is a Sub-Agreement between the CNSC and Saskatchewan pursuant to the **CNSC-Saskatchewan Administrative Agreement for the Regulation of Health, Safety and the Environment at Saskatchewan Uranium Mines and Mills**.

**2.0 Purpose**

The purpose of this Sub-Agreement to the Agreement is to specify the expectations regarding performance for those regulatory activities administered by Saskatchewan in accordance with the NSC Act, and to provide for audits to confirm the Province has carried out the administration of those activities in a satisfactory manner.

**3.0 Expectations regarding administration of regulatory activities by Saskatchewan in accordance with the NSC Act**

- 3.1 When acting as an inspector under the NSC Act, Saskatchewan officials shall meet the requirements of the NSC Act, the regulations pursuant to the Act and the CNSC's Compliance Policy and compliance program for uranium mines and mills.
- 3.2 Written inspection reports on the results of inspections carried out by the Province in accordance with the NSC Act shall include relevant guidance, instructions or orders given to licensees by the inspector.
- 3.3 Orders issued in accordance with the NSC Act by provincial inspectors appointed as inspectors under the NSC Act shall be carried out in accordance with the NSC Act, the CNSC's *Rules of Procedure* regulations and the [draft] Regulatory Guide G-273, *Making, Reviewing and Receiving Orders under the Nuclear Safety and Control Act*.

**4.0 Inspection reports**

- 4.1 Inspection reports must be of sufficient scope and detail with respect to a licensee's performance to enable the CNSC Project Officer to evaluate the overall performance of the licensee and to allow for the preparation of recommendations to the CNSC regarding licences, in accordance with subsection 24(4) of the *Nuclear Safety and Control Act*.
- 4.2 Inspection reports regarding a licensee's compliance or non-compliance with regulations under the NSC Act and licence conditions should contain sufficient detail to allow an informed judgement of the cause, consequences and remedial action necessary, the appropriateness of the inspector's response to the situation, and the timeliness of reporting to CNSC.
- 4.3 In addition to inspection reports for individual inspections, quarterly, semi-annual or other periodic reports summarizing inspection activities shall be provided for the purposes of preparing reports to the Management Committee and the President and Ministers.

**5.0 Audits**

- 5.1 Reports provided by provincial inspectors appointed as inspectors under the NSC Act shall be subject to audit by the CNSC staff, in order to ensure they meet the

reporting requirements set out in section 4 of this Sub-Agreement.

- 5.2 Given adequate notice, the CNSC Project Officer or other CNSC staff may accompany provincial inspectors appointed as inspectors under the NSC Act on inspections, in order to ensure inspections being carried out in accordance with the expectations identified in section 3 of this Sub-agreement.

## ANNEX 9

### SUB-AGREEMENT ON REPORTING

#### 1.0 General

This is a Sub-Agreement between the CNSC and Saskatchewan pursuant to the **CNSC-Saskatchewan Administrative Agreement for the Regulation of Health, Safety and the Environment at Saskatchewan Uranium Mines and Mills.**

#### 2.0 Purpose

The purpose of this Sub-Agreement is to identify the reporting requirements needed to ensure that the development and implementation of the Agreement and Sub-Agreements are consistent with the objectives, principles, responsibilities and timelines established in this Agreement, and to provide the information necessary to satisfy any statutory reporting requirements of the Parties.

#### 3.0 Scope

3.1 Reporting requirements identified in the Agreement or in a Sub-Agreement to the Agreement should be of sufficient scope and detail to enable the Parties to:

- a) verify that the health and safety of workers, the public and the environment is protected;
- b) verify that appropriate federal and provincial standards of protection are in place;
- c) determine the adequacy of the licensee's safety culture, management structure, delivery of approved programs, or control of its operations;
- d) verify that implementation of the Agreement is being carried out in a manner consistent with the commitments made by the Parties;
- e) monitor the adequacy of federal and provincial resources and expertise;
- f) verify costs; and
- g) manage their respective responsibilities with respect to the implementation of the Agreement.

3.2 Information contained in the reports should be meaningful, complete, timely, reliable, understandable and results-based. To the extent possible, the quantity, quality and submission deadlines for information reported should be defined before hand, and the reports should clearly identify for whom they are intended.

3.3 To promote cooperation, the Parties should share information where practicable, above and beyond the reporting requirements above.

#### 4.0 Reports

4.1 The Co-ordinating Committee will prepare semi-annual reports to the Management Committee on the progress realized in the development and implementation of the cooperative arrangements detailed in the Sub-Agreements to the Agreement.

4.2 The semi-annual reports referred to in section 4.1 above shall include, where appropriate:

- a) Report on unresolved disagreements concerning the administration of the

Agreement or Sub-Agreements;

- b) Report on the activities undertaken and progress made to date in implementing the Sub-Agreements as well as any additional activities planned in regard to each Sub-Agreement if any, and the estimated time for completion of the planned activities.
- c) Report on the activities undertaken and progress made to date in implementing the commitments described in section 4 of the Agreement as well as any additional activities planned in this regard as well as the estimated time for completion of the planned activities.
- d) Proposals for new or revised Sub-Agreements to better achieve the Agreements objectives and principles.

## **5.0 Timelines**

- 5.1 Reports identified in the Agreement will be submitted by the responsible Party in accordance with the timelines established in the Sub-Agreement.
- 5.2 On an annual basis, the Parties undertake to review and amend, as appropriate, the reporting requirements established in the Agreement. This review will include a consideration of:
  - a) the level of detail required by the Parties to ensure that their regulatory mandates are being carried out in an appropriate manner;
  - b) the relevance and usefulness of the information being provided; and
  - c) any information gaps.
- 5.3 Any changes proposed by the Parties will be forwarded to the Management Committee for review and approval.

## ANNEX 10

### SUB-AGREEMENT ON SHARING OF CONFIDENTIAL AND THIRD PARTY INFORMATION

#### 1.0 General

This is a Sub-Agreement between the CNSC and Saskatchewan pursuant to the **CNSC-Saskatchewan Administrative Agreement for the Regulation of Health, Safety and the Environment at Saskatchewan Uranium Mines and Mills.**

#### 2.0 Purpose

- 2.1 The purpose of this Sub-Agreement is to facilitate the full and open sharing of confidential and third party information between the Parties for the purpose of the administration and enforcement of the *Nuclear Safety and Control Act*.
- 2.2 This Sub-Agreement is made pursuant to paragraph 8(2)(f) of the *Privacy Act*, R.S. 1985, c. P-21, and within the meaning of paragraph 29(2)(h) of the *Freedom of Information and Protection of Privacy Act*, 1990-91, S.S. c. F-22.01.

#### 3.0 Definitions

“confidential information” has the same meaning as “information obtained in confidence” as defined in subsection 13(1) of the *Access to Information Act*;

“personal information” has the same meaning as defined in section 3 of the *Privacy Act*;

“third party information” has the same meaning as defined in section 3 of the *Access to Information Act*”.

#### 4.0 Scope

- 4.1 Information that may be shared between the Parties pursuant to this Sub-Agreement will include, but not be limited to information in the possession of the Parties related to:
- a) compliance monitoring;
  - b) investigation and enforcement activity; and,
  - c) economic impacts of regulatory controls and technologies.
- 4.2 Information disclosed under this Sub-Agreement will only be provided in relation to matters within the mandate of the CNSC under the NSC Act, and not for any other purpose.

#### 5.0 Disclosure of Confidential Information Between Parties

- 5.1 A Party may request confidential information from the other Party pursuant to this Sub-Agreement by submitting a written request to the other Party's representative listed in Schedule A to this Annex, outlining the information requested and the purpose for which the information is being requested.
- 5.2 A Party receiving a written request pursuant to section 4.1 of this Sub-Agreement shall respond to the request by:
- a) supplying the information requested within thirty (30) days of the date upon which the request was received;
  - b) providing, within twenty-one (21) days of the date upon which the request

was received, a written response to the requesting Party which outlines the reasons why the Party is unable to disclose the information requested to the requesting Party; or

- c) providing within twenty-one (21) days a written response to the requesting Party which outlines the specific reasons why the Party will be unable to supply the information requested within thirty (30) days and the date by which the requesting Party will receive the requested information.

## **6.0 Terms and Conditions Governing the Access to and Use of Third Party Information and Personal Information**

- 6.1 Neither Party will disclose to a third party any information obtained in confidence from the other Party unless the other Party consents to the disclosure or makes the information public.
- 6.2 The CNSC will disclose information to Saskatchewan within the limits and restrictions prescribed by the *Access to Information Act*, R.S. 1985, c. A-1 and the *Privacy Act*.
- 6.3 Saskatchewan will disclose information to the CNSC within the limits and restrictions prescribed by *The Freedom of Information and Protection of Privacy Act*,
- 6.4 Any request, from Saskatchewan, for third party information described in subsection 20(1) of the *Access to Information Act* or personal information shall be directed in writing to Director, Uranium Mines and Lands Evaluation Division of the CNSC. The request shall be made only by a single contact person from Environment or Labour, designated in writing by Deputy Minister of Environment or the Deputy Minister of Labour, respectively.
- 6.5 Any request, from the CNSC, for third party information described in subsection 19(9) of the *Freedom of Information and Privacy Act* or personal information shall be directed in writing to the relevant Agency.
- 6.6 Subject to section 5.2 of this Sub-Agreement, the CNSC will provide third party information to Environment or Labour upon request if:
  - a) statutory authority does not explicitly prohibit the sharing of the information;
  - b) Environment or Labour, as the case may be, has a need to know because of a similar mandate;
  - c) Environment or Labour, as the case may be, identifies the information requested and provides a rationale for why the information is necessary to fulfill its regulatory responsibilities with respect to uranium mines and mills, including specific programs where applicable; and
  - d) the designated contact signs a firm commitment on behalf of Environment or Labour, as the case may be, not to disclose or further share the information. This commitment shall contain an assurance that Environment or Labour, as the case may be, will protect the information from release, and that in the event of improper disclosure or sharing of the data, Environment or Labour, as the case may be, shall assume sole liability for such action.

- 6.7 Subject to section 5.3 of this Sub-Agreement, Environment and Labour will provide third party information to the CNSC upon request if:
- a) statutory authority does not explicitly prohibit the sharing of information;
  - b) the CNSC has a need to know because of a similar mandate;
  - c) the CNSC identifies the information requested and provides a rationale for why the information is necessary to fulfil its regulatory responsibilities with respect to uranium mines and mills including specific programs where applicable; and
  - d) subject to any law that requires or compels disclosure, the designated contact signs a firm commitment on behalf of the CNSC not to disclose or further share the information. This commitment shall contain an assurance that the CNSC will protect the information from release, and that in the event of improper disclosure or sharing of the data, the CNSC shall assume sole liability for such action.
- 6.8 The Parties agree that any personal information disclosed pursuant to this Sub-Agreement shall only be used or disclosed for the purpose of administering or enforcing any law or carrying out a lawful investigation or for subsequent use which is consistent therewith.
- 6.9 Where a request is made to the CNSC by Environment or Labour for access to or disclosure of personal information, SERM or Labour, as the case may be, shall indicate to the CNSC:
- a) the personal information being requested; and
  - b) the purpose for which the personal information is being requested.
- 6.10 Where a request is made to Environment or Labour by the CNSC for access to or disclosure of personal information, the CNSC shall indicate to Environment or Labour, as the case may be:
- a) the personal information being requested; and
  - b) the purpose for which the personal information is being requested.



**SUB-AGREEMENT ON SHARING OF PROTECTED INFORMATION****SCHEDULE A****Representatives responsible for addressing requests  
for confidential and third party information**

On behalf of the CNSC: Director, Uranium Mines and Lands Evaluation Division  
Canadian Nuclear Safety Commission

On behalf of Environment: Director, Shield EcoRegion

On behalf of Labour: Director, Radiation and Mines Safety Units  
Occupational Health and Safety Division

## ANNEX 11

### SUB-AGREEMENT ON COST SHARING

#### 1.0 General

This is a Sub-Agreement between the CNSC and Saskatchewan pursuant to the **CNSC-Saskatchewan Administrative Agreement for the Regulation of Health, Safety and the Environment at Saskatchewan Uranium Mines and Mills**.

#### 2.0 Purpose

The purpose of this Sub-Agreement is to identify the financial responsibilities of the Parties with respect to the development and implementation of this Agreement.

#### 3.0 Scope

Costs associated with carrying out the activities described in this Agreement shall be borne by the Parties as set forth in this Sub-Agreement, and shall include the necessary administrative measures to effectively and efficiently carry out those activities. Activities carried out by the Parties will be done in the most cost-effective manner practicable.

#### 4.0 Training – Annex 5

##### 4.1 Needs Assessment

- a) The costs associated with developing a “needs assessment” for Saskatchewan officials shall be borne by the CNSC. This shall include the rental costs of any facilities required to conduct the assessments as well as meals, travel and accommodation for CNSC staff.
- b) Saskatchewan shall bear the cost of meals, travel and accommodation for its staff.

##### 4.2 Training Provided by the CNSC

- a) Costs associated with the development and delivery of training by the CNSC to Saskatchewan officials shall be borne by the CNSC. This shall include the rental costs of any facilities required to conduct the training as well as meals, travel and accommodation for CNSC staff.
- b) Saskatchewan shall bear the cost of meals, travel and accommodation for its staff.

##### 4.3 Training Provided by the Province

- a) All training provided by Saskatchewan will be within Saskatchewan.
- b) Costs associated with the development and delivery of training by Saskatchewan to CNSC staff shall be borne by Saskatchewan. This shall include the rental costs of any facilities required to conduct the training as well as meals, travel and accommodation for Saskatchewan officials.
- c) The CNSC shall bear the cost of meals, travel and accommodation for its staff.

##### 4.4 Location and Cost Effectiveness of Training

- a) To the extent practicable, the needs assessment, development and delivery of training, by the CNSC, shall take place in Saskatchewan.

- b) To ensure cost effectiveness, the needs assessment, development and delivery of training, shall be planned and implemented with a view to:
  - Limiting the number of training sessions in Ottawa to as few as reasonably practicable in order to reduce the travel requirements of Saskatchewan officials;
  - Budgeting in advance by mutual agreement;
  - Making use of electronic communication to the extent practicable.

## **5.0 Harmonization of Compliance Program**

### **5.1 Development Stage**

- a) Each party shall bear their own costs associated with activities related to the participation of Saskatchewan officials in jointly developing a harmonized compliance program, pre-inspection/audit planning, inspections/audits and post-inspection/audit follow-up, at the development stage.
- b) Pre-inspection/audit planning, inspection/audits and post-inspection/audit follow-up shall take place in Saskatchewan or through electronic communication.

### **5.2 Demonstration Stage**

- a) Each party shall bear their own costs associated with activities related to refinement of the harmonized compliance program, on-going joint pre-inspection/audit planning, inspections/audits and post-inspection/audit follow-up.
- b) Work carried out solely by Saskatchewan at the request of and for the benefit of the CNSC and outside the scope of this Agreement will be mutually agreed upon in advance including the issue of payment for such activities.
- c) Attendance by Saskatchewan at Commission hearings will be by mutual agreement. Any such agreement shall address the issue of payment for meals, travel and accommodation expenses

### **5.3 Administration Stage**

- a) The actual and reasonable costs incurred by Saskatchewan, either to administer the agreed upon elements of the CNSC compliance program pursuant to Annex 3, or to perform other functions at the request and for the benefit of the CNSC, shall be born by the CNSC. Provision shall be made for the calculation and reimbursement of such costs by the CNSC to Saskatchewan, in accordance with the following principles:
  - Activities for which Saskatchewan shall be reimbursed and the methods of calculating costs shall be identified in advance, as part of the agreement related to the administration stage;
  - Saskatchewan shall be responsible to provide CNSC with a detailed accounting of activities carried out for which they seek reimbursement;
  - The total annual cost to be reimbursed to Saskatchewan from the CNSC may be subject to a maximum amount to be agreed upon by the Parties;
  - Account will be taken of work by the Province paid for by other federal agencies, or already undertaken by the Province in fulfilling regulatory obligations not within the mandate of the CNSC.

- b) Future cost sharing arrangements with respect to activities related to the development and implementation of a harmonized regulatory regime will be negotiated separately as part of the future discussions committed to in this Agreement, in accordance with the principle that the cost associated with activities shall be borne by the Party or Parties for whom or on whose behalf such activities are carried out.

## **6.0 Other Activities**

**6.1** Subject to paragraph 6.2, each Party shall bear their own costs, including meals, accommodation and travel, associated with joint activities carried out in support of the activities described in the following Annexes:

- a) Annex 1 – Management Committee Terms of Reference
- b) Annex 2 – Coordinating Committee Terms of Reference
- c) Annex 4 – A Pilot Program for the Harmonization of Licensing Assessment Activities
- d) Annex 6 – Development of Regulations
- e) Annex 7 – Development of Regulatory Standards and Guides
- f) Annex 8 – Performance Expectations and Audits for CNSC Regulatory Activities Administered by Saskatchewan under the NSC Act
- g) Annex 9 – Reporting
- h) Annex 10 – Sharing of Confidential and Third Party Information

**6.2** Except where otherwise provided in this Agreement, work carried out solely by a Party at the request of and for the benefit of the other Party will be mutually agreed upon in advance including the issue of payment for such activities.

**6.3** Attendance by Saskatchewan at Commission hearings will be by mutual agreement, which agreement shall also address the issue of payment for meals, travel and accommodation expenses.

## **7.0 Independent Regulatory Activities**

Costs associated with activities carried out by a Party outside and independent of this or any Agreement shall be borne by the Party carrying out said activities.

## **8.0 Communications**

Each Party will be responsible for the costs incurred by that Party in undertaking communication activities pursuant to this Agreement.