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FILE

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ATOMIC ENERGY CONTROL BOARD (AECB)
AND THE

SASKATCHEWAN ENVIRONMENT AND RESOURCE MANAGEMENT (SERM)

In recognition of the respective statutory responsibilities of the Atomic Energy Control Board and Saskatchewan Environment and Resource Management, it is the intent of these agencies to consult and cooperate with each other to minimize regulatory duplication, to avoid conflict and to assure consistency of implementation of regulations and licences issued by each party.

The parties hereby agree to consult and cooperate in accordance with the following, but are not hereby establishing a partnership or a joint venture, nor are they agents of one another. The obligations of the parties under this Memorandum of Understanding are several, not joint, and neither party has the authority to bind the other party.

ARTICLE 1. INFORMATION EXCHANGE

- (1) Each party may request information from the other on any matter respecting uranium mining within the other's jurisdiction including information on
 - (a) the siting, construction, commissioning, operation and decommissioning ~~commissioning~~ of uranium mining facilities;
 - (b) legislation, regulations, licences, regulatory codes, standards, criteria and guides;
 - (c) technical reports, safety assessments and inspection reports;
 - (d) incident reports;

- (e) environmental related research in connection with the licensing and regulation of uranium mines; and
 - (f) consultative documents of national or international nature or of research and development significance.
- (2) Each party will use its best efforts to provide the information that may be requested by the other pursuant to subarticle (1).
- (3) Either party may provide the other with any information that the party considers may be of interest to the other without receiving a request for that information, and in particular, each party will provide the other with the following information without the need to receive a request for that information.
- (a) SERM will provide the AECB all information that the SERM receives on any activity that takes place at a uranium mining facility that has the potential for a radiological impact with respect to:
 - (i) sewage treatment,
 - (ii) potable water treatment,
 - (iii) incineration and fuel burning,
 - (iv) acid production and handling, and
 - (v) bulk chemical handling;
 - (b) AECB will provide the SERM all information that the AECB receives on any activity that takes place at a uranium mining facility that has the potential for an environmental impact with respect to:
 - (i) mining facility operating procedures.

ARTICLE 2. EXCEPTED INFORMATION

- (1) Each party's obligation to provide information pursuant to subarticles 1(2) and (3) is subject to
 - (a) the respective laws, regulations or policies of, or that relate to, the party;
 - (b) any other contract, agreement or arrangement or memorandum of understanding that binds the party; and
 - (c) the right to refuse to provide information that would be unreasonably difficult or costly to discover or provide, unless otherwise agreed between the parties.

ARTICLE 3. USE OF INFORMATION

- (1) Each party may use and freely disseminate any information that they have received from the other party under this Memorandum of Understanding without obtaining the further permission of the other party unless that information has been provided in confidence.
- (2) Each party may clearly identify, in bold lettering on the front of any information that they may provide to the other under this Memorandum of Understanding, that the information is confidential and may impose restrictions on the use and dissemination of the information.
- (3) Each party will respect the confidentiality of any information that is identified as confidential that it receives from the other, by restricting the use and dissemination of the information to its employees and consultants, and its respective governments unless greater or lesser restrictions are imposed by the sending party on the information, in which case, the greater or lesser restrictions will be respected.

- (4) Where a party receives information from the other party in confidence and the receiving party cannot respect the restrictions on the use and dissemination of the information imposed by the sending party, the receiving party will return the information and all copies of the information to the sending party if the receiving party is not subject to a legal impediment that prevents the return of the information, in which case the receiving party will notify the sending party of the nature of the impediment.
- (5) Each party, who makes use of any information that is provided to them under this agreement, will assume all risks incurred by its use of the information and will hold the other party harmless from any damages so incurred.

ARTICLE 4. REGULATORY COORDINATION

- (1) The coordinators for the parties may develop between them administrative arrangements that are consistent with this Memorandum of Understanding to coordinate the parties' respective activities in the areas that are set out in Appendix "A" or in such other areas as may be agreed between the coordinators.
- (2) The extent and means of consultation and cooperation between the parties pursuant to this Memorandum of Understanding will be determined by the administrative arrangements that are made between the coordinators and in particular with respect to the:
 - (a) coordination of regulatory and environmental review processes;
 - (b) review of applicable laws for conflict;
 - (c) schedule for the issuance of approvals;
 - (d) consultation on initiatives to change regulatory standards, or surface lease conditions; and
 - (e) schedule of meetings with uranium mining companies and site inspections.

- (3) The coordinators for the parties may discuss and develop between them proposals for consideration by their respective parties for the funding and management of research and development projects.

ARTICLE 5. ADMINISTRATION

- (1) Each party will appoint a coordinator to implement and administer this Memorandum of Understanding. Each party will, upon signing this Memorandum of Understanding, notify the other of the name of the individual they have appointed as their coordinator.

Unless otherwise notified, each party appoints the following persons to exercise its authority and perform its responsibilities under this article:

- (a) for the AECB, the Director of the Uranium Facilities Division; and
- (b) for SERM, the Director of the Mineral Industry Environmental Protection Branch.

- (2) Each party will, forthwith, notify the other of any change of the individual they have appointed as their coordinator and the name of the new individual.
- (3) Unless otherwise directed by the other party, all requests and information provided under this Memorandum of Understanding will be made or provided to the coordinator for the other party.
- (4) Unless otherwise agreed between the parties, each party will be solely responsible for its own participation costs in this Memorandum of Understanding.
- (5) Neither party will hold itself out as an employee, partner, agent or representative of the other party or as a joint venturer with the other party.

- (6) In connection with their participation in this Memorandum of Understanding, each party will hold the other party harmless against any damage or injury and be responsible for any damage or injury that arises out of acts or omissions by its personnel.

ARTICLE 6. SETTLEMENT OF DISPUTES

- (1) Each party agrees to settle any dispute on the interpretation or application of this Memorandum of Understanding by consultation between parties or by another means that may be agreed by them.

ARTICLE 7. AMENDMENTS

- (1) This Memorandum of Understanding may be amended by a written amendment signed by the parties in the same manner as this Memorandum of Understanding.

ARTICLE 8. PARAMOUNTCY

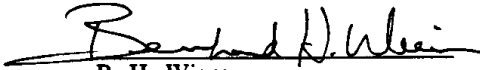
- (1) This Memorandum of Understanding supersedes all communications, negotiations, arrangements and agreements, either written or oral, between the parties relating to this Memorandum of Understanding prior to its signing.

ARTICLE 9. TERM OF MEMORANDUM OF UNDERSTANDING

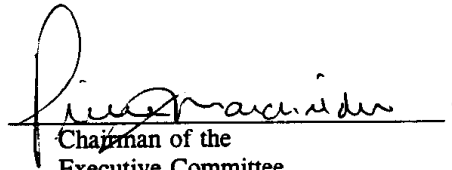
- (1) This Memorandum of Understanding will become effective on the date of the last signature.

- (2) This Memorandum of Understanding may be terminated by either party at any time by giving at least three months notice in writing to the other.

SIGNED IN DUPLICATE IN THE ENGLISH AND FRENCH LANGUAGES




B. H. Wiens
Minister
Saskatchewan Environment
and Resource Management



Chairman of the
Executive Committee
Atomic Energy Control Board

Dated: _____, Regina

Dated: 10 Nov 1993, ~~Regina~~
OTTAWA 

APPENDIX "A"

AECB and SERM Areas of Consultation and Cooperation

- (1) Mine water handling and effluent treatment
- (2) Tailings management
- (3) Ore stockpiling
- (4) Special waste stockpiling
- (5) Decommissioning
- (6) Spill contingency planning
- (7) Effluent discharge monitoring programs
- (8) Standard setting for the discharge of effluents and emissions
- (9) Fertilizer Plants
- (10) Waste stockpiling
- (11) Surface and groundwater diversion
- (12) Air pollution abatement
- (13) Setting guidelines for environmental quality
- (14) Studies of the ambient environment
- (15) Environmental assessment and review process