

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CANADIAN NUCLEAR SAFETY COMMISSION**

**AND**

**THE OFFICE OF THE FIRE MARSHAL AND EMERGENCY MANAGEMENT**

**WHEREAS** the Canadian Nuclear Safety Commission (CNSC) (hereinafter, “the Commission”) regulates, pursuant to paragraph 9(a) of the *Nuclear Safety and Control Act (NSCA)*, the development, production and use of nuclear energy, possession and use of nuclear substances, prescribed equipment and prescribed information in order to prevent unreasonable risk to the health and safety of persons, the environment and national security, and to achieve conformity with Canada’s international obligations regarding the peaceful use of nuclear energy;

**AND WHEREAS** the Commission is authorized by paragraph 21(1)(a) of the NSCA to “enter into arrangements, including an arrangement to provide training, with any person, any department or agency of the Government of Canada, or of a province, any regulatory agency or department of a foreign government or any international agency”;

**AND WHEREAS** the Commission has responsibilities with respect to federal nuclear emergency preparedness, as provided for in the Federal Nuclear Emergency Plan;

**AND WHEREAS** the Office of the Fire Marshal and Emergency Management (hereinafter, “OFMEM”) administers the Province of Ontario Nuclear Emergency Response Plan (PNERP) on behalf of the Solicitor General and the Government of Ontario, and by virtue of Section 8 of *The Emergency Management and Civil Protection Act* is the off-site emergency response authority in the province;

**AND WHEREAS** the Commission and OFMEM hereafter referred to as the ‘Participants’, wish to cooperate in carrying out their respective mandates under the federal NSCA and the provincial *Emergency Management and Civil Protection Act* with respect to nuclear safety regulation, public safety, and protection of the environment in the Province of Ontario;

**THEREFORE**, the Participants hereby have reached the following understanding:

## ARTICLE 1

### DEFINITIONS

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

**Office of the Fire Marshal and Emergency Management (OFMEM):** means the organization within the Ministry of Community Safety and Correctional Services, government of the Province of Ontario. OFMEM is responsible for monitoring, coordinating and assisting in the promotion, development, implementation and maintenance of emergency management programs in Ontario.

**Emergency:** means a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise; term defined in the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c.E.9.

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

## ARTICLE 2

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

## ARTICLE 3

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

- a) consulting on the development and implementation of Commission regulations that affect the issues set out in article 2, particularly as they apply to Class I nuclear facilities;
- b) consulting on the evolution and implementation of the Province of Ontario Nuclear Emergency Response Plan and the Commission's Nuclear Emergency Response Plan;
- c) facilitating contacts with other federal, provincial, municipal or non-governmental stakeholders; and

- d) facilitating contacts with foreign governments and international organizations, recognizing that OFMEM maintains working contacts with contiguous U.S. states with respect to nuclear emergency preparedness and response.

#### **ARTICLE 4**

The Participants undertake to exchange information by:

- a) maintaining a mutually agreed single point of contact of formal liaison;
- b) facilitating the development of working contacts and exchange of information among appropriate staff;
- c) meeting at a minimum on a bi-annual basis to discuss and resolve matters of mutual interest;
- d) exchanging information and publications of mutual interest, including exchanging annual reports; and
- e) informing each other expeditiously of issues of mutual interest.

#### **ARTICLE 5**

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

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

#### **ARTICLE 6**

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

- a) exchanging information on training, drill and exercise schedules at least once per year during one of their Commission/OFMEM meetings;

- b) identifying mutual training opportunities;
- c) supporting each other during drills and exercises by ensuring in writing that staff are able and available to participate;
- d) facilitating involvement in other training, drill and exercise activities, e.g. those conducted by other federal or provincial organizations, other provinces, or internationally; and
- e) maintaining the possibility for priority communication between Senior Officials of the Commission and Senior Officials of the OFMEM in the event of an emergency.

#### **ARTICLE 7**

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

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

#### **ARTICLE 8**

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

#### **ARTICLE 9**

- 1) This Memorandum of Understanding takes effect upon signature by both Participants and continues in effect for three years from the date of last signature, if not terminated earlier.
- 2) It may be amended with the concurrence of both Participants.


- 3) This Memorandum of Understanding, unless either Participant gives notice in writing to the other at least one month prior to the expiration, will be automatically renewed for a term of three years.
- 4) This Memorandum of Understanding may be terminated by either Participant at any time by notifying the other Participant in writing of its intention to terminate at least three months prior to the effective date of termination.

#### **ARTICLE 10**

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

Signed in duplicate in the English and French languages, both of which are equally authoritative,  
on March 10, 2015.

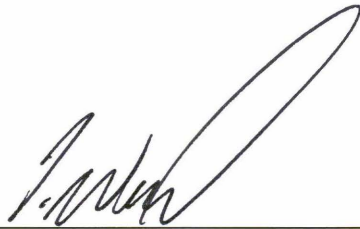
**For the Canadian Nuclear Safety  
Commission:**



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Michael Binder  
President and Chief Executive Officer

**For Office of the Fire Marshal and  
Emergency Management:  
Ministry of Community Safety and  
Correctional Services**



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Tadeusz (Ted) Wieclawek  
Fire Marshal and Chief of Emergency  
Management