
ACCESS TO INFORMATION AGREEMENT

BETWEEN THE

CANADA NOVA SCOTIA OFFSHORE PETROLEUM BOARD

AND

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA, AS
REPRESENTED BY THE MINISTER OF NATURAL RESOURCES AND
ACTING THROUGH THE GEOLOGICAL SURVEY OF CANADA**

CONCERNING ACCESS TO

CONFIDENTIAL DATA, INFORMATION AND DOCUMENTATION

PURPOSE

The purpose of this Access to Information Agreement (hereinafter "Agreement") is to establish guidelines and procedures to ensure close cooperation between the Canada-Nova Scotia Offshore Petroleum (hereinafter "the CNSOPB") and Her Majesty the Queen in right of Canada, as represented by the Minister of Natural Resources and acting through the Geological Survey of Canada (hereinafter "the GSC") in matters relating to geoscientific studies and hydrocarbon resource assessment in areas under CNSOPB jurisdiction.

DEFINITIONS

- "Acts" means the federal act: "Canada-Nova Scotia Offshore Petroleum Resources Accord Implementation Act"; and, the provincial act: "Canada-Nova Scotia Offshore Petroleum Resources Accord Implementation (Nova Scotia) Act".
- "Confidential Data" means any data, information, documentation or materials provided in digital and/or hardcopy by either the CNSOPB to the GSC or by the GSC to the CNSOPB under the terms of this Agreement.
- "offshore area" means the lands and submarine areas within the limits described in Schedule 1 of the Acts.

GENERAL CONSIDERATIONS

The CNSOPB is the regulatory agency for petroleum exploration and production activities in the Nova Scotia offshore area and in accordance with the Acts and the accompanying regulations and guidelines, receives from the petroleum industry: geological and geophysical reports and data, well reports, petrophysical and geological logs, cores, cuttings, reservoir fluids, the results of seabed surveys and seabed samples resulting from petroleum-related activities in the offshore area. The CNSOPB also conducts geoscientific studies and petroleum resource assessments to better understand the geology and hydrocarbon potential of the Nova Scotia offshore area.

The CNSOPB is required by the Acts to assume responsibility for the storage and curatorship, in a facility in the Province, of all geophysical and geological records and reports, reports respecting wells and materials recovered from wells in the offshore area.

The GSC has the obligation under the Resources and Technical Surveys Act and federal Cabinet directives to: ensure the availability of comprehensive geological, geophysical and geochemical knowledge, technology and expertise concerning the Canadian landmass, including the offshore areas, mineral and energy resources and conditions affecting land and seabed use, as required for effective exploration of mineral and energy resources, estimation of the resource base of Canada, land use, public safety and security and formulation of policies.

As a result, the GSC has the capability to carry out scientific studies and analyses of the data and materials from the Nova Scotia offshore area, the timely results of which: (1)

would assist the CNSOPB in its management of resources; (2) are important in the assessment of Canada's petroleum resources.

UNDERSTANDING

In view of the aforementioned considerations, both parties agree to the following terms.

In this Agreement "access" is defined as the privilege to examine sample well materials and/or to obtain reproductions of digital and/or hardcopy data.

Confidential Data provided to the GSC hereunder is expressly provided to the GSC as an agent of the Minister of Natural Resources Canada for the purpose of giving the Minister access to such data, information and documentation as he is entitled to under the Acts.

The parties acknowledge that the further disclosure of any such Confidential Data is legally restricted and agrees to treat such Confidential Data and the use made thereof accordingly.

1. The GSC represents and warrants that it is the sole owner or authorized licensor of its respective Confidential Data and all intellectual property rights thereto.
2. Under section 19 of the Act (Federal), the Minister of Natural Resources Canada is entitled access to any data, information or documentation relating to petroleum resource activities in the offshore area that is provided to the CNSOPB for the purposes of the Acts.
3. During the period of confidentiality imposed by CNSOPB on its respective Confidential Data, the CNSOPB will provide designated personnel of the GSC, access to geological, geophysical, petrophysical, engineering and drilling data and materials from the offshore area for the purpose of carrying out studies and analyses. These personnel will be designated by the GSC. The current list of designated personnel appears in Appendix A. The GSC shall inform the CNSOPB Manager, Information Services, in writing (e.g. letter or e-mail) as soon as possible, if a designated individual is no longer required to be designated by the GSC, so his/her name can be removed from the list. If the GSC wishes to add an individual to the designated list, the person's name and contact information will be sent (e.g. letter or e-mail) to the CNSOPB Manager, Information Services. The CNSOPB and the GSC shall ensure that each organization maintains a current list of designated individuals with access to Confidential Data.
4. The GSC will carry out geoscientific studies using the Confidential Data provided by the CNSOPB. The priority of these studies will be established by the GSC, after consulting with the CNSOPB. The results of these studies will be provided to the CNSOPB as soon as they have been completed.
5. The CNSOPB will carry out geoscientific studies using the Confidential Data provided by the GSC. The priority of these studies will be established by the CNSOPB, after consulting with the GSC. The results of these studies will be provided to the GSC as soon as they have been completed.

6. The GSC will ensure scientists of the CNSOPB are offered the opportunity to participate in any formal assessment of petroleum resources in the offshore area when deemed appropriate. The GSC will keep these officers of the CNSOPB fully aware of the progress and results of such assessments. In the event that a joint GSC/CNSOPB study or assessment is undertaken, publication of the results will also be made jointly.
7. The GSC will provide the CNSOPB access to seismic and other geophysical data and reports resulting from surveys undertaken by the GSC by itself or in collaboration with other scientific institutions, except under special circumstances where access to such data sets and reports is deemed by the GSC or its collaborators to be restricted to authorized parties only. If available, these data should be provided to the CNSOPB in digital form and will form part of the Confidential Data and will be subject to the provisions of this agreement.
8. The CNSOPB will provide the GSC access to seismic and other geophysical data and reports resulting from surveys acquired in the Nova Scotia offshore area, except under special circumstances where access to such data sets and reports is deemed by the CNSOPB to be restricted to authorized parties only. If available, these data should be provided to the GSC in digital form and will form part of the Confidential Data and will be subject to the provisions of this agreement.
9. The Confidential Data are provided on an "as is" basis and neither party makes any representation or warranty, express or implied, of any kind or description with respect thereto, including any warranty regarding the merchantability, quality or reliability of the Confidential Data or their fitness for any particular purpose.
10. The cost of all reproductions made for the GSC by the CNSOPB will be borne by the GSC, and the costs of all reproductions made for the CNSOPB by the GSC will be borne by the CNSOPB.
11. The CNSOPB and the GSC will work in cooperation to maintain publicly accessible and mutually beneficial databases. Where possible, the CNSOPB and the GSC will use open data exchange standards such as the Canadian Geospatial Data Infrastructure (CGDI) and will work to minimize the duplication of data and effort with respect to the management of digital geological, geophysical, petrophysical and engineering data acquired in the offshore area. As it becomes available, the CNSOPB and the GSC agree to provide each other with new information from the offshore area, in a timely manner.
12. The relevant management and technical staff of the CNSOPB and the GSC shall convene a meeting at least once a year to provide updates on their respective geoscientific studies and research, review and discuss current and planned joint and/or separate initiatives, provide information on recent data collection and/or acquisitions, and discuss any topics or matters relating to cooperation between the CNSOPB and GSC. Each party will be responsible for its own expenses associated with its participation at a meeting.

13. ACCESS TO CONFIDENTIAL DATA - WELL REPORTS, WELL LOGS AND WELL SAMPLES

- 13.1 Access to Confidential Data in the form of well reports, well logs, and well samples will be provided, by the CNSOPB, to the designated personnel of the GSC, undertaking studies of the offshore area, after industry has submitted the above information and materials and it has been approved by the CNSOPB. Where the CNSOPB has the above information in digital form it will be accessible through the CNSOPB DMC.
- 13.2 Well samples may be examined at the CNSOPB's Geoscience Research Centre (GRC) in Dartmouth, N.S. Sampling of these materials for specific scientific studies will be allowed, on request, at the CNSOPB GRC subject to certain conditions. Sampling will be permitted by designated personnel of the GSC, assisted by CNSOPB staff. Sampling may be restricted on account of the quantity of materials available.
- 13.3 When such sampling has been undertaken and if applicable, the GSC will provide the CNSOPB with duplicate micropaleontological, palynological and sedimentological slides for permanent curation by the CNSOPB, if sufficient material is available. The GSC will also provide the CNSOPB with copies of all reports, papers and presentations resulting from the analysis of these materials, if applicable.
- 13.4 All unprocessed materials remaining after studies have been completed will be returned when requested by the CNSOPB.

14. ACCESS TO CONFIDENTIAL DATA - REPORTS AND DATA FROM MULTI-CHANNEL SEISMIC SURVEYS AND OTHER GEOPHYSICAL DATA

- 14.1 Each party agrees that they will be duly diligent in preserving and protecting the confidentiality of the Confidential Data in accordance with the terms of this Agreement and section 19 of the Accord Act (Federal).
- 14.2 Upon request, the CNSOPB will provide access to confidential, industry submitted, multi-channel reflection seismic sections, shot-point maps, geophysical reports and other geophysical data to the designated personnel of the GSC after it has been filed by industry and approved by the CNSOPB. Where these data are available in digital form they will be accessible through the CNSOPB DMC.

15. ACCESS TO CONFIDENTIAL DATA - REPORTS AND DATA FROM SITE SURVEYS AND GEOTECHNICAL SURVEYS AND TO SEABED AND GEOTECHNICAL SAMPLES

- 15.1 Access to confidential reports and data from site surveys, geotechnical surveys and to seabed and geotechnical samples, will be provided by the CNSOPB to the designated personnel of the GSC after filing by industry and approval by the CNSOPB. Where the CNSOPB has the above information in digital form it will be accessible through the CNSOPB DMC.

- 15.2 The GSC will provide reasonable assistance and advice to the CNSOPB, when requested during normal business hours, concerning the analysis and interpretation of the results of site surveys and reports, and geotechnical surveys. The schedule of this assistance will be established by the GSC after consultation with the CNSOPB.

16. ALL CONFIDENTIAL DATA MADE AVAILABLE TO THE GSC BY THE CNSOPB WILL BE SUBJECT TO THE FOLLOWING CONDITIONS:

- 16.1 The Confidential Data are to be protected within the provisions of the Acts.
- 16.2 The Confidential Data are to be held strictly confidential by those designated personnel of GSC entrusted with their use until the end of the periods of confidentiality. The CNSOPB will inform the GSC of the confidentiality periods in writing.
- 16.3 No person who is not a designated personnel of the GSC shall have access to the Confidential Data.
- 16.4 The text of any publication or presentation resulting from the study or use of Confidential Data provided by the CNSOPB to any designated personnel of the GSC shall, during the period of confidentiality stated by the CNSOPB of any of the Confidential Data used in the publication or presentation, be made available for review by the CNSOPB, and any reference to which CNSOPB objects on account of confidentiality shall be deleted.
- 16.5 The contact in the CNSOPB for information on confidential or released industry data from the offshore area shall be the Manager, Information Services.

17. ALL CONFIDENTIAL DATA MADE AVAILABLE TO THE CNSOPB BY THE GSC WILL BE SUBJECT TO AND THE FOLLOWING CONDITIONS:

- 17.1 The Confidential Data are to be protected within the provisions of the Acts.
- 17.2 The Confidential Data are to be held strictly confidential by those designated personnel of the CNSOPB entrusted with their use until the end of the periods of confidentiality. The GSC will inform the CNSOPB of the confidentiality periods in writing.
- 17.3 The Confidential Data are to be used for the specific purpose as mutually agreed, in writing by the parties, at the time of disclosure to those designated personnel of the CNSOPB.
- 17.4 No person who is not a designated personnel of the CNSOPB shall have access to the Confidential Data.

17.5 The text of any publication or presentation resulting from the study or use of Confidential Data provided by the GSC to any designated personnel of the CNSOPB shall, during the period of confidentiality of any of the Confidential Data used in the publication or presentation, be made available for review by the GSC, and any reference to which the GSC objects on account of confidentiality shall be deleted.

17.6 The contact in the GSC for matters relating to the Confidential Data shall be the Head, Marine Resources Geoscience subdivision, GSC-Atlantic.

18. DISPUTES

The parties agree to negotiate any concerns or disputes that arise from this Agreement in good faith after receiving written notification of the existence of a concern or dispute from the other party.

19. REVIEW

The senior officers of the CNSOPB and the GSC will meet as frequently as necessary to review the operation of this Agreement and to consider any amendment which may be required thereto.

20. TERMINATION

This Agreement may be terminated at any time by either party on thirty (30) days written notice to the other party. In the event of termination, a party shall immediately cease to use the other party's Confidential Data and shall forthwith return the other party's Confidential Data.

IN WITNESS WHEREOF our signatures are hereunto inscribed.

For Natural Resources Canada



Brian Gray PhD
Assistant Deputy Minister
Earth Sciences Sector

Date Jun 19, 2011

For the Canada-Nova Scotia
Offshore Petroleum Board



Stuart Pinks
Chief Executive Officer

Date May 25/11