

October 1, 2019



**Re: Your request for access to information under Part II of the *Access to Information and Protection of Privacy Act* (File # NR-161-2019)**

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On September 3, 2019, the Department of Natural Resources received your request for access to the following records/information:

- 1. Reference the Agreement on Collaboration between The Ministry of the Business, Government of the Cooperative Republic of Guyana and the the department of natural resources, Government of Newfoundland and Labrador I am seeking a copy of the work plan as defined in Section 3.2 wherein it states " Co-chairs will make reasonable efforts to develop and approve the first annual work plan within 30 days following the signature of this agreement". I am seeking a copy of this work plan. This agreement was signed in November 2018.**
- 2. I am also seeking a summary of all Government expenses that have been incurred under this agreement including the Minister's expenses as well as any other Government expenses.**
- 3. I am seeking a copy of the contract with Gordon McIntosch who was retained to advise Government/Nalcor on this and other energy matters including all expenses incurred since his engagement.**

The Department of Natural Resources have reviewed this request and are pleased to provide the following information in relation to your request.

With respect to part 1 of your request (**1. Reference the Agreement on Collaboration between The Ministry of the Business, Government of the Cooperative Republic of Guyana and the department of natural resources, Government of Newfoundland and Labrador I am seeking a copy of the work plan as defined in Section 3.2 wherein it states " Co-chairs will make reasonable efforts to develop and approve the first annual work plan within 30 days following the signature of this agreement". I am seeking a copy of this work plan. This agreement was signed in November 2018.**), we are attaching a copy of the signed agreement dated October 15, 2018 along with a copy of a

“Draft MOU Implementation Plan”. The Department of Natural Resources does not have a completed copy of this implementation plan and we would suggest that if you so seek such a copy you may wish to contact Nalcor Energy as they may have such a record.

With respect to part 2 of your request **(2. I am also seeking a summary of all Government expenses that have been incurred under this agreement including the Minister's expenses as well as any other Government expenses.)** we can advise that the Department of Natural Resources has expended \$9,500.82 which includes costs of airfare, hotels, meals, tax and per diems for both the Minister (one trip to Guyana) and the (former) Deputy Minister (two trips to Guyana). Any further expenses would have been incurred by Nalcor once former DM McIntosh was contracted by Nalcor and we respectfully suggest that you contact them directly should you seek such information.

With respect to part 3 of your request **(3. I am seeking a copy of the contract with Gordon McIntosh who was retained to advise Government/Nalcor on this and other energy matters including all expenses incurred since his engagement.)** the contract with Mr. McIntosh is between him and Nalcor not him and the Government of Newfoundland and Labrador and as such the Department of Natural Resources has neither the contract nor any information relating to expenses incurred since his engagement by Nalcor. Again, we respectfully suggest you contact Nalcor directly should you wish to obtain this information

Please be advised that you may ask the Information and Privacy Commissioner to review the processing of your access request, as set out in section 42 of the *Access to Information and Protection of Privacy Act* (the *Act*). A request to the Commissioner must be made in writing within 15 business days of the date of this letter or within a longer period that may be allowed by the Commissioner.

The address and contact information of the Information and Privacy Commissioner is as follows:

Office of the Information and Privacy Commissioner  
2 Canada Drive  
P. O. Box 13004, Stn. A  
St. John's, NL. A1B 3V8

Telephone: (709) 729-6309  
Toll-Free: 1-877-729-6309  
Facsimile: (709) 729-6500

You may also appeal directly to the Supreme Court Trial Division within 15 business days after you receive the decision of the public body, pursuant to section 52 of the *Act*.

Please be advised that this letter will be published following a 72 hour period after it is

sent electronically to you or five business days in the case where records are mailed to you. It is the goal to have the letter posted to the Completed Access to Information Requests website within one business day following the applicable period of time.

If you have any questions, please feel free to contact me at 709-729-0463 or [rhynes@gov.nl.ca](mailto:rhynes@gov.nl.ca).

Sincerely,

A handwritten signature in cursive script that reads "Rod Hynes".

Rod Hynes  
ATIPP Coordinator





# AGREEMENT ON COLLABORATION

BETWEEN

GOVERNMENT OF THE COOPERATIVE REPUBLIC OF GUYANA

AND

GOVERNMENT OF THE PROVINCE OF NEWFOUNDLAND AND LABRADOR



WHEREAS the Government of the Cooperative Republic of Guyana (herein after referred to as Guyana) and the Government of Newfoundland and Labrador desire to enhance cooperation and collaboration in support of responsible oil and gas development opportunities;

WHEREAS the Government of Guyana is developing its oil and gas resources to maximize benefits for Guyana;

WHEREAS the Government of Newfoundland and Labrador supports an environmentally responsible, globally significant oil and gas industry offshore Newfoundland and Labrador, including a world-class supply chain;

WHEREAS Minister of Business of Guyana

and Minister of the Department of Natural Resources in Newfoundland and Labrador (the Parties) commit to collaborate in support of business opportunities in the oil and gas industry offshore Guyana and offshore Newfoundland and Labrador, including supply chain development, joint ventures and exchanges, knowledge transfer, technology development, training, and health, safety and environment initiatives that may also benefit other sectors;

WHEREAS the Department of Natural Resources in Newfoundland and Labrador works in partnership with other departments and agencies of the Government of Newfoundland and Labrador, including the Department of Tourism, Culture, Industry and Innovation;

AND WHEREAS the Government of Newfoundland and Labrador and the Government of Guyana agree that there may be opportunities for further collaboration between the Government of Newfoundland and Labrador and the Government of Guyana in other sectors of the economy.

NOW THEREFORE the Parties agree to the following:

## 1. Oil and Gas Supply Chain Development

1.1 The Parties will facilitate economic cooperation and business opportunities in Guyana and in Newfoundland and Labrador, by organizing reciprocal visits to the other jurisdiction that include representatives of industry and government.

## 2. Joint Working Committee

2.1 The Parties agree to establish a Joint Working Committee to implement and oversee this Agreement. The Deputy Minister of Natural Resources, Newfoundland and Labrador, will serve as co-chair of the committee. The Deputy Minister will be supported by representatives from the Department of Natural Resources, the Department of Tourism, Culture, Industry and Innovation and other departments and agencies as appropriate. The Director of the Department of Energy, Guyana, will serve as co-chair of the committee. The Director will be supported by representatives from other departments and agencies as appropriate.

2.2 Co-chairs will endeavour to maintain open and quarterly communications with each other and with relevant industry groups and other non-governmental organizations, respecting this Agreement.

## 3. Work Plan

3.1 The Joint Working Committee will be responsible for the development and coordination of an annual work plan to be approved and overseen by the co-chairs.

3.2 Co-chairs will make reasonable efforts to develop and approve the first annual work plan within 30 days following signature of this Agreement. Co-chairs will make reasonable efforts to develop and approve subsequent annual work plans within 30 days following the anniversary date of execution of the Agreement.

3.3 An annual work plan may be amended as necessary with the mutual consent of the co-chairs.

3.4 Work plans will be guided by this Agreement but do not form part of this Agreement.

## 4. Reporting

4.1 Co-chairs will provide an annual report to the Parties with respect to the status of the Agreement and progress made in the work plan.

4.2 Co-chairs agree to meet on an annual basis to review and assess the progress of initiatives taken pursuant to this Agreement and to discuss potential new areas of cooperation that could be reflected in the work plan referred to in the previous section.

4.3 Annual review meetings will alternate between Newfoundland and Labrador and Guyana.

## 5. General

5.1 Parties to this Agreement will continue to have the ability to independently determine and pursue their own domestic objectives or priorities. Collaboration under this Agreement and the work plan will be realized in accordance with the laws, regulations and policies of each jurisdiction.

5.2 Any matter involving the interpretation or implementation of this Agreement will be addressed by consultation between the Parties or their representatives.

5.3 Each party will be responsible for the costs of its own participation and involvement in this Agreement.

## 6. Commencement, Duration, Amendment and Termination

6.1 This Agreement comes into effect on the date it is signed by Parties.

6.2 This Agreement remains in effect for three years from the date of signing.

6.3 This Agreement may be amended or extended by the mutual written consent of the Parties.

6.4 Either of the Parties may terminate this Agreement by providing the other party with a written notice of termination. This Agreement will expire six months after a notice of termination is received.

Signed in Georgetown, Guyana on the 15<sup>th</sup> day of October 2018

FOR THE GOVERNMENT OF GUYANA

Name

Minister of Business

Title

FOR THE DEPARTMENT OF NATURAL RESOURCES  
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR

Name

Minister of Natural Resources

Title



**Guyana MOU**  
**Action Plan Implementation Template**

<b>Action</b>	<b>Detail</b>	<b>Lead</b>	<b>Partner</b>	<b>Relevant Date(s)</b>
JV Database	Develop a joint database of joint ventures including associated jobs	<ul style="list-style-type: none"> <li>• Nalcor O&amp;G</li> <li>• Guyana Invest</li> </ul>	<ul style="list-style-type: none"> <li>• Noia</li> <li>• NR</li> <li>• Gov of Guyana</li> </ul>	
B2B Sub-Committee	Establish a business to business sub committee	<ul style="list-style-type: none"> <li>• Nalcor O&amp;G</li> <li>• Guyana Invest</li> </ul>	<ul style="list-style-type: none"> <li>• NR</li> <li>• Noia</li> <li>• Canadian High Commission</li> </ul>	
Licensing	Provide support and advice on future licensing	<ul style="list-style-type: none"> <li>• CNLOPB</li> </ul>	<ul style="list-style-type: none"> <li>• NR</li> <li>• Nalcor O&amp;G</li> </ul>	
Indigenous Consultation	Provide support and advice on indigenous consultation	<ul style="list-style-type: none"> <li>• CNLOPB</li> </ul>	<ul style="list-style-type: none"> <li>• NR</li> <li>• Nalcor O&amp;G</li> </ul>	
Environmental Assessment	Provide support and advice on environmental assessment and monitoring	<ul style="list-style-type: none"> <li>• CNLOPB</li> </ul>	<ul style="list-style-type: none"> <li>• NR</li> <li>• Nalcor O&amp;G</li> </ul>	
Process Mapping	Identify processes necessary to develop and implement a regulatory framework	<ul style="list-style-type: none"> <li>• CNLOPB</li> </ul>	<ul style="list-style-type: none"> <li>• NR</li> <li>• Nalcor O&amp;G</li> </ul>	
Project/Mission Funding	Work with the Canadian High Commission to establish sources of funding for inter country visits and exchanges as well as individual projects	<ul style="list-style-type: none"> <li>• Canadian High Commission (Guyana)</li> </ul>	<ul style="list-style-type: none"> <li>• NR</li> <li>• Nalcor O&amp;G</li> </ul>	
Working Committee	Formally establish the names of the individuals on the working committee and agree the date and times of the next meetings	<ul style="list-style-type: none"> <li>• Nalcor O&amp;G</li> <li>• NR</li> <li>• TCII</li> <li>• Gov of Guyana</li> </ul>		