

## **Canada-Saskatchewan Administrative Agreement for the Canadian Environmental Protection Act**

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This agreement between

THE GOVERNMENT OF CANADA (hereinafter referred to as "Canada") as represented by the Minister of the Department of the Environment

OF THE FIRST PART

AND

THE GOVERNMENT OF SASKATCHEWAN (hereinafter referred to as "Saskatchewan") as represented by the Minister of the Department of Saskatchewan Environment and Resource Management

OF THE SECOND PART

WHEREAS both Canada and Saskatchewan recognize that sustainable development and social well-being depend upon the preservation of a high standard of environmental quality;

AND WHEREAS the Canadian Council of Ministers of the Environment have endorsed the Statement of Interjurisdictional Cooperation on Environmental Matters to provide an overall framework for effective intergovernmental cooperation on environmental matters;

AND WHEREAS both Canada and Saskatchewan are committed to maximizing cooperation and coordination in their respective compliance and enforcement programs;

AND WHEREAS Section 98 of the Canadian Environmental Protection Act (CEPA) enables the federal Minister of the Environment, with the approval of the Governor in Council, to enter into agreements with a provincial government, with respect to the administration of CEPA;

AND WHEREAS Section 3 of the Saskatchewan Federal-Provincial Agreements Act enables the Minister of Environment and Resource Management for Saskatchewan, 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 Resource Management is responsible;

AND WHEREAS the Governor in Council, by Order-in-Council P.C. 1994-791, dated May 12, 1994, has approved the entry by the federal Minister of the Environment on behalf of Canada into this Agreement with Saskatchewan;

AND WHEREAS the Lieutenant Governor in Council, by Order-in-Council 775/93 dated November 2, 1993, has approved the entry by the provincial Minister of the Environment and Resource Management on behalf of Saskatchewan into this Agreement with Canada;

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

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

"Agreement" means the Canada-Saskatchewan Administrative Agreement for the Canadian Environmental Protection Act and the annexes attached thereto;

"CAA" means the Clean Air Act, R.S.S. 1978, c. C-12.1, as amended;

"CEPA" means the Canadian Environmental Protection Act, R.S. 1985 c.16 (4th Supp), as amended;

"CEPA Inspector" means an inspector designated under Section 99 of the Canadian Environmental Protection Act (CEPA);

"Compliance Promotion" means actions taken by government departments to promote conformity with the law and includes the following measures:

- education and information,
- promotion of "environmentally clean" and state-of-the-art pollution prevention technologies,
- technology transfer,
- consultation on regulation development and review,
- creation of environmental codes of practice and guidelines, and
- promotion of environmental audits;

"Compliance Verification" means actions taken by government departments to verify that the operations and activities of regulatees are in conformity with the law and includes the following measures:

- inspections,
- mandatory reporting of information by regulatees in accordance with legislative requirements under the Act, and
- sampling and analyses of releases of substances into fish bearing waters;

"EC" means the federal Department of the Environment (Environment Canada);

"EMPA" means the Environmental Management and Protection Act, S.S. 1983-84, c. E-10.2, as amended;

"Environmental Occurrence" includes spills as defined in subsection 2(c) of the Environmental Spill Control Regulations Chapter D-14 Regulation 1 as amended by Saskatchewan Regulation 53/83 pursuant to EMPA and releases which must be reported to a CEPA Inspector pursuant to subsection 36(l) of CEPA;

"Environment Officer" means an environment officer as defined in subsection 2(f) of the Environmental Management and Protection Act;

"Federal Lands" means federal lands as defined in Section 52 of CEPA;

"Federal Minister" means the Minister of the Environment, and includes any federal official authorized to act on his or her behalf in relation to the administration of the CEPA;

"Federal Works and Undertakings" means federal works and undertakings as defined in Section 52 of CEPA;

"Lead Response Agency" means the agency with the primary responsibility for responding to, including but not limited to accident investigation, providing clean-up advice, ensuring the undertaking of remedial action, and if necessary, the undertaking or coordinating of direct remedial action, liaison with news media and follow-up;

"ODSCA" means the Ozone Depleting Substances Control Act, 1993 S.S. 1993, c. O-8.1, as amended;

"Provincial Minister" means the Minister of Environment and Resource Management for Saskatchewan and includes any provincial official authorized to act on his or her behalf in relation to the administration of the Environmental Management and Protection Act, the Clean Air Act, the Ozone Depleting Substances Control Act and the State of the Environment Report Act;

"SERM" means the Saskatchewan Department of Environment and Resource Management;

"SOERA" means the State of the Environment Report Act, S.S. 1990, c. S-57.1, as amended;

"Substance" means substance as defined in Section 3 of the Canadian Environmental Protection Act; and

"Support Agency" means the agency which provides technical advice, monitoring equipment, liaison with other agencies and organizations and other facilities and resources as requested by the lead response agency.

## 2.0 PURPOSE

The purpose of this Agreement is to establish a work-sharing arrangement for the cooperative administration of CEPA, EMPA, CAA, ODSCA and SOERA.

## 3.0 OBJECTIVE

The objective of this Agreement is to ensure an effective protection of environmental quality and effective management of toxic substances and pollutants in Saskatchewan.

## 4.0 PRINCIPLES OF CO-OPERATION

The principles of this Agreement are:

**COMMITMENT TO ACTION**The Parties to this Agreement recognize that they are committed they are committed to act on environmental matters within their respective areas of jurisdiction while respecting the jurisdiction of other governments.**COLLABORATION**To maximize efficiency and effectiveness, the Parties are committed to recognizing each other's strengths and capabilities and to cooperating in the spirit of collaboration, particularly in the harmonization of environmental legislation, regulations, policies, programs and projects.**INTERJURIS-DICTIONAL IMPACTS**Where one Party's legislation, regulations, policies, programs and projects affect the other Party's jurisdiction, the Parties undertake to provide one another with timely notification and appropriate consultation.**TRANSBOUNDARY ENVIRONMENTAL EFFECTS**Recognizing the transboundary nature of the environment, the Parties undertake to cooperate in the management of environmental issues relating to natural resources which traverse jurisdictional boundaries within Canada.**STAKEHOLDER INVOLVEMENT**The Parties undertake to provide opportunities for participation in their environmental decision making processes by those parties affected by activities of environmental significance.**SERVICE TO STAKEHOLDER**The Parties undertake to provide improved service to all stakeholders through increased accessibility and responsiveness and providing single window delivery to the fullest extent possible.**INFORMATION SHARING**The Parties undertake to cooperate in the development and sharing of environmental information among jurisdictions and with the public, including environmental monitoring and reporting.**STANDARDS/OBJECTIVES**The Parties undertake to continue to collaborate in the development of nationally consistent environmental objectives and standards to achieve a high level of environmental quality.**EMERGENCY RESPONSE**The Parties undertake to continue to cooperate in ensuring an immediate and coordinated response to environmental emergencies.**INTERNATIONAL OBLIGATION**The Parties are committed to consult and, as appropriate, to cooperate in the development and implementation of international environmental agreements, particularly where these create obligations for both orders of government.

### 5.0 ACTIVITIES

5.1 The Parties agree to establish detailed collaborative arrangements for a variety of activities related to the administration of their respective legislation. Such collaborative arrangements shall be detailed separately as Sub-Agreements in the annexes which form part of this Agreement.

5.2 Without limiting the breadth or flexibility of this Agreement, the following activities shall be considered as appropriate subjects for detailed collaborative arrangements.

**MONITORING**The Parties may agree to develop complementary and cooperative monitoring programs with provisions for information sharing. Such programs can be used to evaluate and detect trends in environmental quality and to determine the effectiveness of pollution control programs.**RESEARCH**The Parties may agree to develop complementary and cooperative research programs with provisions for information sharing. Such programs may be designed to extend knowledge in the areas of pollution control technologies, the environmental pathways of toxic substances, and the environmental impacts of pollutants.**PUBLICATION**The Parties may agree to cooperate in the publication of reports arising from their respective activities in the administration of CEPA, EMPA, CAA, ODSCA and SOERA. Such reports

may deal with research, monitoring, inspection, assessment, the state of the Saskatchewan environment and other related activities. CONFERENCE The Parties may agree to cooperate in the organization and sponsorship of conferences, meetings and symposia dealing with environmental quality and toxic substance issues of both national and regional interest. INFORMATION The Parties may agree to share information related to the administration of their respective legislation for the control of pollutants. The Parties may also agree to share confidential business and personal information to the extent permitted by their respective legislation and on the understanding that the legislated confidentiality requirements of each Party will be fully respected. SPILLS AND RELEASES The Parties may agree to immediately inform each other of spills that are required to be reported and releases that violate the requirements of their respective legislation. The Parties may also agree to coordinate their responses to such spills and releases. COMPLIANCE PROMOTION/COMPLIANCE VERIFICATION The Parties may agree to coordinate their compliance promotion and compliance verification activities in order to make better use of limited resources and to lessen the administrative burden for those subject to both federal and provincial requirements. INVESTIGATION AND ENFORCEMENT The Parties may agree to cooperate in the investigation of offences and in taking enforcement actions in response to alleged violations of their respective legislation in order to ensure fair and uniform treatment of all regulatees. Such cooperation may involve the sharing of technical and compliance data and the provision in court of inspectors, analysts and expert witnesses. REPORTING The Parties may agree to share such information as will enable each to meet its reporting obligations under its respective legislation.

## 6.0 MANAGEMENT COMMITTEE

6.1 A Management Committee shall be established to direct and coordinate the implementation of this Agreement. The membership of the committee shall include an equal number of federal and provincial officials appointed respectively by the Parties. The Management Committee shall be co-chaired by one federal and one provincial member.

6.2 The Management Committee shall be guided in its activities by the terms of reference appended to this Agreement as Annex 1.

6.3 The responsibilities of the Management Committee shall include:

1. implementing this Agreement;
2. developing collaborative arrangements for activities such as those listed in Section 5.2 for the purpose of entering into additional Sub-Agreements for these activities, to be appended as annexes to this Agreement;
3. establishing a mechanism whereby disagreements between the Parties can be addressed satisfactorily and in accordance with the legislative obligations of each Party;
4. establishing a cooperative approach to public communications and media inquiries arising from the activities undertaken pursuant to this Agreement;
5. evaluating the administration of this Agreement on a regular basis and preparing recommendations for its revision and updating as appropriate; and
6. reviewing the administration of this Agreement on an annual basis and preparing a report thereon to satisfy the statutory reporting requirements of the Parties.

6.4 Decisions of the Management Committee shall be taken on the basis of unanimous consent amongst Committee members. Where such a consensus cannot be reached, each Party shall be free to take whatever action it considers necessary and appropriate under its own legislation, after providing reasonable notice to the other Party of the nature and timing of such action.

## 7.0 TERM OF THE AGREEMENT

This Agreement, including Annexes 1, 2, 3, 4, and 5, shall enter into force on the date of execution indicated herein and shall remain in force until terminated by one or both Parties.

## 8.0 AMENDMENT OF THIS AGREEMENT AND THE ANNEXES

This Agreement and the annexes hereto may be amended from time to time in writing by mutual consent of the Parties, subject to the approval of the Governor in Council and the Lieutenant Governor in Council.

## 9.0 TERMINATION OF THE AGREEMENT

This Agreement may be terminated by either Party giving to the other at least six (6) months written notice of termination.

## 10.0 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.

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IN WITNESS WHEREOF, this Agreement has been executed on the    day of    , 1994 on behalf of Canada by the Minister of the Environment and on behalf of Saskatchewan by the Minister of Environment and Resource Management.

IN THE PRESENCE OF:

GOVERNMENT OF SASKATCHEWAN \_\_\_\_\_  
Witness \_\_\_\_\_

Minister of Environment and Resource  
Management \_\_\_\_\_

Date GOVERNMENT OF CANADA \_\_\_\_\_  
Witness \_\_\_\_\_

Minister of the Environment \_\_\_\_\_  
Date Annex 1

Management Committee Terms of Reference

1.0 Purpose and Responsibilities:

1.1 The Management Committee is responsible for ensuring this agreement is implemented and for developing collaborative arrangements for activities such as those listed in Section 5.2 of this Agreement.

1.2 Collaborative arrangements developed by the Management Committee will be recommended to the federal and provincial ministers for inclusion as Sub-Agreements in annexes to this Agreement.

1.3 The Management Committee will determine the relative priority of areas for which collaborative arrangements will be developed.

1.4 The Management Committee may create joint federal-provincial working groups for purposes of developing collaborative arrangements.

1.5 The Management Committee may discuss and develop proposals, for consideration by the federal minister and provincial minister, for cost sharing in respect of any collaborative arrangement.

2.0 Resolution of Disagreements:

2.1 Any disagreements between the Parties pursuant to administration of this Agreement should be resolved as soon as practicable.

2.2 Disagreements may be resolved through early oral or written communication between the co-chairpersons or at a regular or specially called meeting of the Management Committee.

2.3 Failure to resolve the issue at this level will result in the issue being forwarded to the Regional Director General, Prairie and Northern Region, for EC and the Deputy Minister for SERM.

### 3.0 Public Communications:

3.1 Where possible, public communications and media inquiries arising from the activities undertaken pursuant to this Agreement, will be coordinated by the co-chairpersons.

3.2 Special arrangements for public communications or media inquiries may be developed for specific annexes.

3.3 Where one co-chairperson responds to public communications and media inquiries without prior consultation with the other Party, that co-chairperson will inform the other co-chairperson and other Committee members, as soon as possible.

### 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 statutory reporting requirements of the respective federal and provincial legislation.

### 5.0 Operation:

Decisions of the Management Committee shall be taken on the basis of unanimous consent amongst Committee members.

### 6.0 Membership:

6.1 The Committee shall be comprised of three (3) federal and three (3) provincial members as follows:

Manager  
Saskatchewan Division  
Environmental Protection Branch  
Prairie and Northern Region  
Environment Canada - Co-chairperson

Chief  
Ecosystem Quality Division  
Environmental Conservation Branch  
Prairie and Northern Region  
Environment Canada

Manager  
Saskatchewan Environmental Service Centre  
Environmental Services Branch  
Prairie and Northern Region  
Environment Canada

and

Executive Coordinator Environmental Protection  
Policy and Programs Division  
Saskatchewan Environment and Resource Management - Co-chairperson

Director  
Commercial Branch  
Policy and Programs Division  
Saskatchewan Environment and Resource Management

Director  
Municipal Branch  
Policy and Programs Division  
Saskatchewan Environment and Resource Management

6.2 Other individuals may be invited to attend Management Committee meetings as observers or for purposes of making presentations.

6.3 Management Committee members may designate alternates to attend Management Committee meetings in their respective places when unable to personally attend.

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Annex 2  
Releases and Sub-Agreements  
1.0 Introduction:

This is a Sub-Agreement between Canada and Saskatchewan pursuant to the Canada-Saskatchewan Administrative Agreement for the Canadian Environmental Protection Act.

2.0 Purpose:

The purpose of this Sub-Agreement is: to ensure that each Party is informed in a timely manner of environmental occurrences that are required to be reported and releases that violate the requirements of their respective legislation; and to delineate the division of responsibilities between Canada and Saskatchewan for the response to environmental occurrences and the undertaking of necessary remedial action. The Sub-Agreement defines areas of responsibility to minimize gaps and overlaps, and provides for cooperative and complementary activities by Canada and Saskatchewan related to consultation, information exchange, review and improvement of preparedness.

3.0 Objectives:

3.1 The Parties share the objective of encouraging and monitoring the reporting of environmental occurrences by widely publicizing the single toll-free telephone number to be used to satisfy the reporting requirements under CEPA, EMPA, CAA and ODSCA.

3.2 EC and SERM share the objective of minimizing the number of environmental occurrences in Saskatchewan through preventative means such as contingency planning, regulation of toxic substances and pollutants and regulation of dangerous goods handling, transportation and disposal.

3.3 EC and SERM share the objective of mitigating the adverse effects of environmental occurrences through fast and effective response.

3.4 EC and SERM share the objective of informing the public in a timely and thorough manner concerning environmental occurrences.

4.0 Reporting and Response:

4.1 SERM will maintain and operate a 24-hour, seven (7) day a week toll-free telephone number, to receive reports of all environmental occurrences in Saskatchewan.

4.2 The federal minister will, with the approval of the provincial minister, designate provincial Environment Officers, who in the opinion of the federal minister are qualified to be so designated, as CEPA Inspectors for the purpose of receiving reports of a release of toxic substances pursuant to subsection 36(1) of CEPA.

4.3 EC will provide training and administer examinations to provincial Environment Officers as necessary in order to allow the federal Minister of the Environment to determine whether such persons are qualified to be so designated under CEPA.

4.4 EC will advise SERM immediately of any environmental occurrence that is reported directly to Canada.

4.5 SERM will advise EC immediately upon receipt of a report of the following types of environmental occurrences:

1. an environmental occurrence involving a substance specified on the List of Toxic Substances in Schedule 1 of CEPA and where there is a reporting requirement pursuant to regulations under CEPA;
2. an environmental occurrence involving, or which may have an effect on, federal lands, works or undertakings; or
3. an environmental occurrence involving, or which may affect, lands or waters outside of the territorial boundaries of Saskatchewan.

4.6 SERM will automatically be the lead response agency for all reported environmental occurrences in the province except for the types of environmental occurrences listed in Section 4.5 of this Sub-Agreement. For the types of environmental occurrences listed in Section 4.5, the lead response agency will be initially determined jointly by the federal CEPA Inspector and provincial Environment Officer receiving the report of the environmental occurrence. The assignment of roles may be subsequently reversed by Agreement between the Manager, Saskatchewan Division, Environmental Protection Branch, Prairie and Northern Region, EC and the Associate Deputy Minister, Policy and Programs Division, SERM.

4.7 EC will maintain the capability to act as a support agency to SERM as mutually agreed upon and as requested for specific environmental occurrence situations.

4.8 SERM will act as a support agency to EC for specific environmental occurrence situations where EC is the lead response agency.

4.9 Both Parties will consult with and advise one another regarding actions taken in dealing with specific environmental occurrences of mutual concern, and will document actions taken and present evidence gathered as necessary to support possible legal or other action.

4.10 SERM will provide EC with monthly environmental occurrence summary reports or, in the case of specific situations where there is a federal concern, with status reports and updates as required and/or requested by EC.

4.11 EC will provide SERM with environmental occurrence summary reports for specific incidents in which EC is the lead response agency.

4.12 At the request of either Party, joint review of environmental occurrence response procedures, either for specific environmental occurrences or for procedures in general, will be held.

4.13 The lead response agency will be responsible for coordinating news media relations in the event of an environmental occurrence, without limiting the other Party from acting within its jurisdictional mandate.

4.14 Where feasible, the Parties will mutually share and provide mutual access to training programs; expert advice; research and development information; and specialized analytical laboratory services of each respective Party.

5.0 Disagreements:

Any disagreements between the Parties may be referred to the Management Committee at any time by either Party for resolution.

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### Annex 3

#### Compliance Promotion and Compliance Verification Sub-Agreement

##### 1.0 Introduction:

This is a Sub-Agreement between Canada and Saskatchewan pursuant to the Canada-Saskatchewan Administrative Agreement for the Canadian Environmental Protection Act.

##### 2.0 Purpose:

The purpose of this Sub-Agreement is to ensure coordination of the compliance promotion and compliance verification activities of both Parties in order to maximize the effectiveness of the resources available to each Party and to lessen the administrative burden for those subject to both federal and provincial requirements.

##### 3.0 Scope:

3.1 This Sub-Agreement applies to compliance promotion and compliance verification activities in sectors where both SERM and EC are responsible for administering environmental protection regulatory requirements. The regulated sectors of shared interest for the purposes of this Sub-Agreement consist of those sectors which are subject to the regulations made pursuant to CEPA which are listed in Schedule A of this Annex.

3.2 The Management Committee will review Schedule A of this Annex annually and amend it as necessary, subject to the approval of the Governor in Council and the Lieutenant Governor in Council.

##### 4.0 Coordination of Compliance Promotion and Compliance Verification Activity:

4.1 Representatives of the Parties will meet in April of each year to jointly develop compliance promotion and compliance verification strategies for each regulated sector of shared interest.

4.2 In the development of compliance promotion and compliance verification strategies for each sector, the representatives of the Parties will determine the following:

1. the Compliance Promotion activities to be undertaken by each Party;

2. a "one-window" mechanism for compliance data reporting by regulatees which will provide a single point of contact for regulatees and which will allow real-time sharing of compliance information between the Parties;

3. inspection priorities in order to target the worst polluters and achieve broad-based compliance; and

4. an inspection plan to be implemented by SERM and/or EC CEPA Inspectors as appropriate.

4.3 SERM staff may be designated as CEPA Inspectors in order to provide them with the power to conduct inspections with respect to CEPA regulatory requirements and the power to take or direct remedial action and to seize relevant evidence where necessary.

4.4 The federal minister may, with the approval of the provincial minister, designate provincial Environment Officers who in the opinion of the federal minister are qualified to be so designated, as CEPA Inspectors.

4.5 EC will provide SERM staff with access to the requisite training courses for CEPA Inspector designation.

## 5.0 Disagreements:

Any disagreements between the Parties may be referred to the Management Committee at any time by either Party for resolution.

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## Schedule A

1. Pulp and Paper Mill Effluent Chlorinated Dioxins and Furans Regulations, SOR/92-267, May 7, 1992;
  2. Pulp and Paper Mill Defoamer and Wood Chip Regulations, SOR/92-268, May 7, 1992;
  3. Regulations respecting the Manufacture, Use, Sale, Offer for Sale, Import and Export of Certain Ozone-depleting Substances, SOR/94-408, June 2, 1994;
  4. Ozone-depleting Substances Regulations No. 3 (Products), SOR/90-584, August 28, 1990 and amended by SOR/94-406, June 2, 1994;
  5. Chlorobiphenyls Regulations, SOR/91-152, February 21, 1991;
  6. Federal Mobile PCB Treatment and Destruction Regulations, SOR/90-5, December 14, 1989; and
  7. Storage of PCB Material Regulations, SOR/92-507, August 27, 1992.
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## Annex 4

### Investigations and Enforcement Sub-Agreement

#### 1.0 Introduction:

This is a Sub-Agreement between Canada and Saskatchewan Pursuant to the Canada-Saskatchewan Administrative Agreement for the Canadian Environmental Protection Act.

#### 2.0 Purpose:

The purpose of this Sub-Agreement is to facilitate cooperation and coordination of enforcement efforts of both Parties related to CEPA, EMPA, CAA and ODSKA.

#### 3.0 Information:

3.1 SERM will, as soon as practicable in the circumstances, inform EC of suspected violations of CEPA brought to its attention from time to time through:

1. the conduct of inspections;
2. informants;
3. reports made to SERM voluntarily or pursuant to statutory requirements;
4. surveillance by SERM employees; or
5. any other means.

3.2 EC will, as soon as practicable in the circumstances, inform SERM of suspected violations of EMPA, CAA or ODSKA brought to its attention from time to time through:

1. the conduct of inspections;
2. informants;
3. reports made to EC voluntarily or pursuant to statutory requirements;
4. surveillance by EC employees; or
5. any other means.

#### 4.0 Joint Investigations:

4.1 Where an environmental occurrence arises, which involves suspected violations of both CEPA and EMPA, CAA or ODSKA, officials from EC and SERM will liaise and mutually agree on:

1. which party will be the lead party and lead the investigation of the environmental occurrence; and
  2. the role which the other Party, the support party, will carry out in support of the lead party.
- 4.2 The lead party will provide to the support party at intervals agreed upon by the Parties, and at the conclusion of the investigation, access to all information obtained during the investigation, including investigation reports, analytical data, records, statements and physical evidence, on the understanding that its confidentiality requirements will be fully respected.
- 4.3 The support party will carry out its role as mutually agreed upon by the Parties and provide all information, data and assistance to the lead party in accordance with its role.
- 4.4 At the conclusion of any investigation into an environmental occurrence or series of environmental occurrences involving a suspected violation of both CEPA and EMPA, CAA or ODSCA, Parties will meet to hold a debriefing session and to decide upon the enforcement action, if any, that is most appropriate to take in respect of the investigation.
- 4.5 Each Party reserves the right to proceed unilaterally in the taking of enforcement action in response to a suspected violation, if it determines that the principles of its policies on enforcement and compliance will not be fulfilled through the other Party's action. In such cases, the relevant information including investigation reports, analytical data, records, statements and physical evidence, in the possession of each Party shall be provided, on written request, to the other Party.
- 4.6 Press releases pertaining to enforcement actions taken at the conclusion of joint investigations may be prepared and issued jointly by the Parties.

#### 5.0 Meetings:

Representatives of the Parties will meet as required, but generally on a monthly basis, in order to:

1. provide updates on ongoing investigations of mutual interest; and,
2. review decisions on investigations as per Section 4.1 of this Sub-Agreement and reassign roles if warranted.

#### 6.0 Disagreements:

Any disagreements between the Parties may be referred to the Management Committee at any time by either Party for resolution.

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### Annex 5 Information Sharing Sub-Agreement

#### 1.0 Introduction:

This is a Sub-Agreement between Canada and Saskatchewan pursuant to the Canada-Saskatchewan Administrative Agreement for the Canadian Environmental Protection Act.

#### 2.0 Purpose:

2.1 The purpose of this Sub-Agreement is to facilitate the full and open sharing of information relating to the administration of CEPA, EMPA, CAA ODSCA and SERA.

2.2 This Sub-Agreement is made pursuant to paragraph 8(2)(f) of the Privacy Act S.C. 1980-81-82-83, c.111, to paragraph 20(4)(c) of CEPA and paragraph 29(2) (h) of the Freedom of Information and Protection of Privacy Act, 1990-91, S.S., c. F- 22.01.

### 3.0 Types of Information:

Subject to Sections 4.2 and 4.3 of this Sub-Agreement, 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 relating to:

- 1.the life cycle of substances which includes the following stages:
  - a.research and development;
  - b.manufacture and import;
  - c.storage;
  - d.transportation;
  - e.use;
  - f.disposal;
  - g.release into the environment and exposure to humans and ecosystems;
- 2.environmental effects of substances;
- 3.human health effects of substances;
- 4.industrial processes;
- 5.pollution prevention and abatement technology;
- 6.compliance monitoring;
- 7.investigation and enforcement activity; and
- 8.economic impacts of regulatory controls and technologies.

#### 4.0 Disclosure of Information Between Parties:

4.1 EC may request information from SERM pursuant to this Sub-Agreement by submitting a written request to the Associate Deputy Minister, Policy and Programs Division, SERM outlining the information requested and the purpose for which the information is being requested.

4.2 SERM may request information from EC pursuant to this Sub-Agreement by submitting a written request to the Manager, Saskatchewan Division, Environmental Protection Branch, Prairie and Northern Region, EC outlining the information requested and the purpose for which the information is being requested.

4.3 A Party receiving a written request pursuant to Sections 4.1 or 4.2 of this Sub-Agreement will respond to the request by:

- 1.supplying the information requested within thirty (30) days of the date upon which the request was received;
- 2.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
- 3.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.

#### 5.0 Terms and Conditions Governing the Access to and Use of Third Party Information and Personal Information:

5.1 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.

5.2 EC will disclose information to SERM within the limits and restrictions prescribed by the Access to Information Act R.S.C. 1985 c. A-1 and the Privacy Act.

5.3 SERM will disclose information to Canada within the limits and restrictions prescribed by the Freedom of Information and Protection of Privacy Act.

5.4 Any request, from SERM, for third party information described in Subsection 20(1) of the Access to Information Act or personal information shall be directed in writing to the Regional Director General, Prairie

and Northern Region, of EC. The request shall be made only by a single contact person, designated in writing by the Deputy Minister of SERM.

5.5 Any request, from EC, for third party information described in Subsection 19(1) of the Freedom of Information and Protection of Privacy Act or personal information shall be directed in writing to the Deputy Minister of SERM. The request shall be made only by a single contact person, designated in writing by the Regional Director General, Prairie and Northern Region, of EC.

5.6 Subject to Section 5.2 of this Sub-Agreement, EC will provide third party information to SERM upon request if:

1. statutory authority does not explicitly prohibit the sharing of the information;
2. SERM has a need to know because of a similar mandate;
3. SERM identifies the information requested and provides a rationale for why the information is necessary to fulfil its mandate including specific programs where applicable; and
4. subject to any law that requires or compels disclosure, the designated contact signs a firm commitment on behalf of SERM not to disclose or further share the information. This commitment shall contain an assurance that SERM will protect the information from release, and that in the event of improper disclosure or sharing of the data, SERM shall assume sole liability for such action.

5.7 Subject to Section 5.3 of this Sub-Agreement, SERM will provide third party information to EC upon request if:

1. statutory authority does not explicitly prohibit the sharing of the information;
2. EC has a need to know because of a similar mandate;
3. EC identifies the information requested and provides a rationale for why the information is necessary to fulfil its mandate including specific programs where applicable; and
4. subject to any law that requires or compels disclosure, the designated contact signs a firm commitment on behalf of EC not to disclose or further share the information. This commitment shall contain an assurance that EC will protect the information from release, and that in the event of improper disclosure or sharing of the data, EC shall assume sole liability for such action; and

5.8 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. This Agreement is intended to be an Agreement within the meaning of the Privacy Act s.8(2)(f) and the Freedom of Information and Protection of Privacy Act, 1990-91, S.S., c. F-22.01, s.29(2)(h).

5.9 Where a request is made to EC by SERM for access to or disclosure of personal information, SERM shall indicate:

1. the personal information being requested; and
2. the purpose for which the personal information is being requested.

5.10 Where a request is made to SERM by EC for access to or disclosure of personal information, EC shall indicate:

1. the personal information being requested; and
2. the purpose for which the personal information is being requested.

6.0 Disagreements:

Any disagreements between the Parties arising from the operation of this Sub-Agreement may be forwarded to the Management Committee at any time by either Party for resolution.