

OCCUPATIONAL HEALTH AND SAFETY INFORMATION SHARING AGREEMENT

This Agreement is made effective as of the date of the last signature below (the “**Effective Date**”)

Between:

WORKERS' COMPENSATION BOARD doing business as WorkSafeBC

6951 Westminster Highway
Richmond, BC V7C 1C6

(“**WorkSafeBC**”)

And:

CANADA ENERGY REGULATOR

Suite 210, 517 Tenth Avenue SW
Calgary, AB T2R 0A8

(“**CER**”)

WHEREAS:

- A. WorkSafeBC is the provincial agency responsible for administering and enforcing the Occupational Health and Safety provisions in Part 2 of the *Workers Compensation Act*, RSBC 2019 chapter 1 (“**WCA**”) and the Occupational Health and Safety Regulation to the WCA (“**OHSR**”);
- B. Pursuant to the *Canadian Energy Regulator Act*, SC 2019, c 10, s 10 (the “**CER Act**”), the CER regulates aspects of the energy industry in Canada. One of the purposes of the CER Act is to ensure that pipeline, power line and offshore renewable energy projects within the CER’s jurisdiction are constructed, operated and abandoned in manner that is safe, secure and efficient and that protects people, property and the environment;
- C. The CER has a mandate to conduct inspections related to the safety of people working on pipeline, power line and offshore renewable energy projects;
- D. WorkSafeBC and CER have independent but related regulatory responsibilities towards the health and safety of people working in or about pipeline and power projects; and
- E. WorkSafeBC and CER wish to enter into this Occupational Health and Safety Information Sharing Agreement to set out their intent to share information with respect to their independent but related regulatory responsibilities in order to use government resources effectively and to assist in carrying out their respective statutory mandates on the terms and conditions set out herein.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

- 1.1. In this Agreement, the defined terms below have the following meanings:
 - (a) “**Agreement**” means this Occupational Health and Safety Information Sharing Agreement, and its schedules and any amendments;
 - (b) “**ATIA**” means the Access to Information Act, RSC 1985, c A-1, as amended from time to time;
 - (c) “**FIPPA**” means the *Freedom of Information and Protection of Privacy Act*, RSBC 1996 chapter 165, as amended from time to time;

- (d) **"Information"** means the information, statistics and data provided by WorkSafeBC to CER and the information, statistics and data provided by CER to WorkSafeBC pursuant to this Agreement and includes any Personal Information included in the Information and protected or confidential business information;
 - (e) **"Personal Information"** means in the case of Information provided by WorkSafeBC has the same meaning as set out in FIPPA and in the case of Information provided by CER has the same meaning as set out in the Privacy Act;
 - (f) **"Privacy Act"** means *Privacy Act*, RSC 1985, c P-21 as amended from time to time.
- 1.2. In this Agreement, the following interpretations apply:
- (a) wherever the singular or neuter is used it will be construed as if the plural or masculine or feminine, as applicable, has been used where the context requires;
 - (b) headings have been included for convenience only and shall not be used in construing any provision herein;
 - (c) any legislation, including any statute or regulation, shall mean and include any successor or amended legislation; and
 - (d) the word "including" or "includes", when following a general statement or term does not limit the general statement or term to any specific item or matter set forth or to similar items or matters, but permits the general statement or term to refer also to all other items or matters that could reasonably fall within its broadest possible scope.

2. PURPOSE

2.1. The purposes of this Agreement are:

- (a) to promote mutual assistance, coordination, cooperation and exchange of Information between WorkSafeBC and CER related to the exercise of their respective occupational health and safety jurisdiction with respect to pipeline and power projects; and
- (b) to document the terms and conditions for the exchange of Information by the parties in compliance with applicable legislation, including the ATIA, FIPPA and the Privacy Act, and the respective standards of the parties.

3. AUTHORITY AND JURISDICTION

3.1. CER has the mandate and authority to enter into this Agreement and to fulfil its purposes as follows:

- (a) section 76 of the CER Act provides CER may enter into arrangements with government organizations for collaborative processes;
- (b) section 4 of the Privacy Act authorizes CER to obtain Personal Information directly relating to a CER operating program or activity;
- (c) section 8(2)(f) of the Privacy Act authorizes CER to disclose Personal Information under an agreement or arrangement to an institution of a provincial government, "for the purpose of administering or enforcing any law or carrying out a lawful investigation."

3.2. WorkSafeBC has the authority to enter into this Agreement and to fulfil its purposes as follows:

- (a) section 14 of the WCA gives WorkSafeBC the authority and mandate to promote occupational health and safety and protect workers and other persons present at workplaces in British Columbia from work-related risks to their health and safety;
- (b) section 17 of the WCA gives WorkSafeBC duties, powers and functions to undertake inspections, investigations and inquiries on matters of occupational health and safety and occupational environment, and to prepare and maintain statistics relating to occupational health and safety and occupational environment, either alone or acting in conjunction with any other agency;
- (c) section 18 of the WCA authorizes WorkSafeBC to enter into agreements and arrangements respecting cooperation, coordination and assistance related to occupational health and safety and occupational environment matters with an agency of the Government of Canada;
- (d) FIPPA sections 26(a), 26(b), 26(c), 27(1)(a)(iii), 27(1)(b) and 27(1)(c)(iv), authorize WorkSafeBC to collect the Personal Information contemplated under this Agreement and FIPPA sections 33(2)(e) and 33(2)(g) authorize WorkSafeBC to make the disclosures of Personal Information contemplated under this Agreement; and

4. AREAS OF COORDINATION, COOPERATION AND ASSISTANCE

- 4.1. WorkSafeBC and CER agree to consult and provide assistance in accordance with the provisions of this Agreement, as appropriate, in meeting their responsibilities under their respective mandates to minimize regulatory duplication and to use government resources effectively. Notwithstanding the foregoing, the parties recognize that this section 4 is a declaration of intentions and will not create any binding legal obligations between the parties.
- 4.2. The parties may, where possible and appropriate:
 - (a) provide timely notification and engage in consultation with respect to activities and matters that fall within the exercise of their respective areas of jurisdiction with respect to health and safety of people working in or about pipelines and power projects;
 - (b) offer each other training, workshops and technical expertise as applicable and where needed;
 - (c) offer each other the opportunity to conduct joint witness interviews and coordinated inspections and investigations under applicable regulatory authorities; and
 - (d) consult and aid each other with Information exchange in respect of monitoring compliance and enforcing regulatory requirements.

5. INFORMATION SHARING

- 5.1. Information related to activities and matters that fall within the exercise of a party's jurisdiction with respect to health and safety of persons that is not Personal Information may be disclosed to the extent the disclosure of such Information is permitted under the provisions of the WCA, the CER Act and any other applicable legislation. The provisions of Schedule A will apply to the disclosure of Information that is not Personal Information.
- 5.2. Information related to activities and matters that fall within the exercise of a party's jurisdiction with respect to health and safety of persons that is Personal Information may be disclosed to only the extent the disclosure of such Information is permitted under the provisions in Schedule A and subject to the provisions of Schedule A.

- 5.3. WorkSafeBC and CER agree that this Agreement does not create any binding legal obligations on either party to disclose Information. Any disclosure of Information by a party to the other party is entirely voluntary and at that party's sole discretion.

6. TERM AND TERMINATION

- 6.1. This term of this Agreement will be from the Effective Date to January 31, 2031.
- 6.2. Upon this Agreement becoming effective, any previous agreement between the parties regarding information sharing is hereby terminated.
- 6.3. Either party may terminate this Agreement by providing notice in writing to the other party, specifying their intention to terminate this Agreement and the effective date of termination. The party seeking to terminate the Agreement will endeavour, to the extent possible, to provide six months' notice to the other party of its intention to terminate this Agreement.
- 6.4. A party will notify the other party, as soon as possible, if the party determines it is unable to continue to act under this Agreement due to factors such as legislative or regulatory changes, court decisions, or changes under other domestic or international agreements or obligations. A party may terminate this Agreement immediately in the event it is unable to continue to act.

7. GENERAL

- 7.1. Costs: Each party will be responsible for any costs incurred by the party in the fulfilment of the arrangements made in this Agreement, unless otherwise agreed to by both parties.
- 7.2. Primary Points of Contact: Each party will appoint a primary point of contact to be responsible for acting as the official point of contact for the other party. The parties will ensure they provide up-to-date contact information for their respective primary point of contact and with respect to any change in the primary point of contact. The primary points of contact under this Agreement are:

WorkSafeBC

Andrew Kidd, Director – Prevention Field Services
Email: andrew.kidd@worksafebc.com

Melanie Maracle, Director - Prevention Practice, Quality, and Engineering
Email: melanie.maracle@worksafebc.com

And For Privacy Breach:

Senior Manager, Access to Information and Privacy
Telephone: (604) 279-8171
Email: fipp@worksafebc.com

6951 Westminster Highway
Richmond, BC V7C 1C6

CER

Ryan Wells, Director - Safety and Damage Prevention
Email: ryan.wells@cer-rec.gc.ca

And for Privacy Breach:

Alexis Wheadon, Vice President
Information Management, Security and Facilities - CER Delegated Authority

Chantal Fremit, Director Information Management
Telephone: (403) 471-2181
Email: ATIP.Office@cer-rec.gc.ca

Suite 210, 517 Tenth Avenue SW
Calgary, AB T2R 0A8

- 7.3. Notices: Any notice required to be given under this Agreement will be validly given if given by personal delivery or email and sent to the applicable primary point of contact set out in section 7.2, or such other person or contact information as a party advises in writing. A notice will be deemed to be received when delivered if given by personal delivery and five days after posting if posted. Any notice may be validly given by email sent to the email address noted above, or such other address as a party provides notice of, provided that there is an acknowledgement of receipt given to the sender within 24 hours of the email notice being sent that is not system generated or automated in any manner. In the event that a valid acknowledgement is not received within 24 hours, delivery of the notice must be made using another method permitted under this section.
- 7.4. Dispute Resolution: Any disputes related to this Agreement will be resolved by the primary point of contact for each party set out in section 7.2. If those parties are unable to resolve the dispute within 60 days, WorkSafeBC will escalate the dispute to the Head of Prevention Services and CER will escalate the dispute to Vice President, Field Operations.
- 7.5. Entire Agreement: This Agreement constitutes the entire agreement between WorkSafeBC and CER Canada with respect to its subject matter and supersedes all previous communications, representations, understandings, and agreements whether verbal or written between the parties with respect to the subject matter of this Agreement. Any amendments to this Agreement will be effective only if made in writing and signed by the parties.
- 7.6. Survival: The provisions of this Agreement relating to the collection, access, use, disclosure, protection, confidentiality, security, retention and disposal of the Records and any other provisions of this Agreement which, by their terms or nature are intended to survive, will survive the termination or expiry of this Agreement.
- 7.7. Counterparts: This Agreement may be entered into by each party signing a separate copy of this Agreement (including a faxed or an electronic PDF copy), each of which shall be deemed to be an original and together constitute one and the same agreement. Delivering the signed Agreement to the other party by fax or email shall be effective delivery.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.

WORKERS' COMPENSATION BOARD,
doing business as WorkSafeBC by its
authorized signatories:

CANADA ENERGY REGULATOR by its
authorized signatory:

[original signed by]

Todd McDonald, Head of Prevention
Services

_____[original signed by]

Chris Loewen, Executive Vice President,
Regulatory

[original signed by]

Shelley Russell, Head of Law and Policy
and General Counsel
Date: July 31, 2026

SCHEDULE A

1. The provisions of this Schedule A apply to all Information shared pursuant to section 5 of the Agreement, whether shared verbally or in recorded form.
2. The parties agree:
 - (a) to use Information disclosed by the other under this Agreement only for the purposes set out in section 2 of the Agreement;
 - (b) to grant access to or disclose Information received from the other only to those persons or positions as set out in section 3 of this Schedule A who have a need to know in order to fulfill the purposes set out in section 2 of the Agreement. Each party will terminate such access and disclosure immediately upon an individual no longer requiring access and disclosure due to a change in role or function; a suspension, layoff or termination of employment; or where access is no longer required for any other reason. The parties agree that personnel required to maintain any information systems where the Information resides or provide support with respect to such information systems are also authorized to access the Information where necessary to provide the maintenance and support, as is any person to whom a person or position reports; and
 - (c) while every effort will be made to ensure the accuracy and completeness of Information disclosed under this Agreement, such disclosure of Information is made without a guarantee of accuracy or completeness and neither party will be liable to the other for any damages resulting from the disclosure or use of any Information that is inaccurate or incomplete.
3. The persons or positions authorized for the purposes of section 2(b) of this Schedule A are as set out in the following table. Where a position is set out in the table, any successor position where access to the Information is necessary is included.

WorkSafeBC

Senior Director, Prevention Divisional Services
 Director, Prevention Field Services
 Director, OHS Investigations
 Director, Prevention Practice Quality and Engineering
 Director, Prevention Risk Management Services
 Manager, Prevention Field Services
 Prevention Officer
 Manager, OHS Investigations
 Investigations Officer (OHS)
 Senior Manager, Prevention Practice Quality and Engineering
 Senior Prevention Advisor
 Manager, Engineering
 Senior Engineer
 Manager, Prevention Risk Management Services

CER

EVP, Regulatory
 Vice President, Field Operations
 Vice President, System Operations
 Vice President, Information Management
 Professional Leader, Safety
 Director, Safety and Damage Prevention
 Director, Enforcement and Audits
 Director, Information Services
 Compliance Program Managers
 Technical Leader, Enforcement
 Regulatory Compliance Officers
 Group Leader, Technical Specialists,
 Technical Leader, Safety
 Legal Counsels
 Paralegals

4. CER agrees that Information disclosed by WorkSafeBC, including but not limited to WorkSafeBC Records as defined below, is and remains the sole property of WorkSafeBC and in the control of WorkSafeBC. No access to, disclosure of, or custody of WorkSafeBC Information by CER shall be construed in any manner as providing control or any other rights, whether proprietary or otherwise, with respect to the WorkSafeBC Information except as otherwise provided in this Agreement.
5. WorkSafeBC agrees that Information disclosed by CER, including but not limited to CER Records as defined below, is and remains the sole property of CER and in the control of CER. No access to, disclosure of, or custody of CER Information by WorkSafeBC shall be construed in any manner as providing control or any other rights, whether proprietary or otherwise, with respect to the CER Information except as otherwise provided in this Agreement.
6. The parties agree to exchange Information in electronic format using an encrypted secure file transfer solution on a schedule agreed by the parties. In place of a file transfer, a party may agree to establish a secure electronic document repository accessible by the other party.

WORKSAFEBC PERSONAL INFORMATION TO BE DISCLOSED

7. WorkSafeBC may, on an as requested basis, disclose to CER copies of the following records related to pipeline systems and powerlines located within British Columbia and under provincial jurisdiction (the "**WorkSafeBC Records**"):
 - (a) inspection reports issued by WorkSafeBC on or after the Effective Date, including records incorporated into the Inspection Reports, supplemental records to the inspection reports and documents responsive to the inspection reports;
 - (b) consultation reports made on or after the Effective Date, including records incorporated into the consultation reports, supplemental records to the consultation reports and documents responsive to the consultation reports;
 - (c) copies of witness statements, interview notes or recordings arising out of compliance verification or enforcement activities;
 - (d) situational updates when responding to or providing oversight for incidents of companies with facilities regulated by the parties, including pipeline or power line operation, maintenance or construction;
 - (e) action requests made on or after the Effective Date, including records incorporated into the action requests, supplemental records to the action requests and documents responsive to the action requests, subject to WorkSafeBC having a process in place to exclude any action requests where anonymity has been requested;
 - (f) records identifying and/or analyzing workplaces or industry sector occupational health and safety risk; and
 - (g) administrative penalties and other enforcement processes issued by WorkSafeBC on or after the Effective Date.
8. The WorkSafeBC Records may contain the following Personal Information:
 - (a) worker names and information allowing the worker to be contacted that is not "contact information" as defined in FIPPA;
 - (b) signatures;
 - (c) opinions and evaluations;

- (d) work history and discipline record;
 - (e) gender or gender identification;
 - (f) medical information of an identifiable person and mechanism of injury; and
 - (g) information allowing the employer and other parties to be contacted that is not "contact information" as defined in FIPPA.
9. Prior to disclosing WorkSafeBC Records to CER, WorkSafeBC will review and redact Personal Information that is not necessary to be disclosed from the WorkSafeBC Records.
10. CER agrees:
- (a) it will at all times comply, and will ensure its employees and service providers comply, with this Agreement and applicable law, including but not limited to FIPPA and the Privacy Act, with respect to the use, access, disclosure, storage and retention of the Personal Information in the WorkSafeBC Records disclosed under this Agreement;
 - (b) except as required by law, not to grant access to or disclose WorkSafeBC Information, including the WorkSafeBC Records, to any third party, including any person whom the records are about, without WorkSafeBC's prior written consent or unless otherwise specifically permitted under Schedule A. CER will promptly provide WorkSafeBC notice of any third party request for access to the WorkSafeBC Information, including but not limited to a foreign demand for disclosure or a demand for disclosure by a law enforcement agency;
 - (c) not to store, permit access to or disclose the Personal Information outside Canada, including in the case of temporary travel outside Canada, without the prior written consent of WorkSafeBC; and
 - (d) upon notice from WorkSafeBC, correct the Personal Information in a WorkSafeBC Record in a timely manner to ensure that any Personal Information in its custody is accurate, complete and up to date as required by FIPPA.

CER PERSONAL INFORMATION TO BE DISCLOSED

11. CER may, on an as requested basis, disclose to WorkSafeBC copies of the following records related to federally regulated pipeline systems and powerlines located in British Columbia (the "**CER Records**"):
- (a) inspection reports issued by CER on or after the Effective Date, including records incorporated into the inspection reports, supplemental records to the inspection reports and documents responsive to the Inspection Reports;
 - (b) audit reports issued by CER on or after the Effective Date, including records incorporated into the audit reports, supplemental records to the audit reports and documents responsive to the audit reports;
 - (c) copies of witness statements, interview notes or recordings arising out of compliance verification and enforcement activities;
 - (d) situational updates when responding to or providing oversight for incidents of companies regulated by the parties related to pipeline or powerline operation, maintenance or construction;
 - (e) orders issued by CER on or after the Effective Date, including records incorporated into the orders, supplemental records to the orders and documents responsive to the orders;

- (f) records identifying and/or analyzing workplaces or industry sector occupational health and safety risk; and
 - (g) administrative monetary penalties and other enforcement processes issued by CER.
12. The CER Records may contain the following Personal Information:
- (a) individual names and personal contact information that is not within subsection 3(j) of “personal information” as defined in the Privacy Act;
 - (b) information related to the race, national or ethnic origin, colour, religion, age, and marital status of an identifiable person;
 - (c) information related to the education, medical, criminal history, and employment history of an identifiable person, including with respect to job performance;
 - (d) signatures and other identifying numbers or symbols; and
 - (e) personal opinions and evaluations.
13. Prior to disclosing CER Records to WorkSafeBC, CER will review and redact Personal Information that is not necessary to be disclosed from the CER Records.
14. WorkSafeBC agrees:
- (a) it will at all times comply, and will ensure its employees and service providers comply, with this Agreement and applicable law, including but not limited to FIPPA and the Privacy Act, with respect to the use, access, disclosure, storage and retention of the Personal Information in the CER Records disclosed under this Agreement;
 - (b) except as required by law, not to grant access to or disclose the CER Information, including the CER Records to any third party, including any person whom the records are about, without CER’s prior written consent or unless otherwise specifically permitted under Schedule A. WorkSafeBC will promptly provide CER notice of any third party request for access to the CER Records, including but not limited to a foreign demand for disclosure or a demand for disclosure by a law enforcement agency; and
 - (c) upon notice from CER, correct the Personal Information in a CER Record in a timely manner.

SECURITY AND PROTECTION OF INFORMATION

15. WorkSafeBC and CER each will make reasonable arrangements to ensure appropriate physical, organizational and technological security measures are in place to protect the Information disclosed by the other against such risks as unauthorized collection, access, use, modification, disclosure, storage or disposal, including by the persons permitted access to and use of the Information. The reasonable security arrangements will include, but not limited to:
- (a) use of encrypted email communication when communicating with respect to the Information;
 - (b) strong password protection of the electronic devices used to store and access Information;
 - (c) secure storage of electronic devices used to access and store Information when not in use; and
 - (d) secure all sensitive Information exchanged in transit and at rest.

16. Each party will, on the earlier of the Information disclosed no longer being required for the Purpose or when this Agreement ends or is terminated, either:
 - (a) securely and irretrievably destroy all Information received under this Agreement containing Personal Information or protected or confidential business information and any copies thereof in such a manner that the Information cannot be subsequently retrieved, accessed, used, or disclosed and, on request, provide written confirmation of the destruction; or
 - (b) if requested, return all Information containing Personal Information or protected or confidential business information and any copies thereof to the disclosing party.
17. The parties each warrant and represent it has a privacy management program, including:
 - (a) a privacy policy that ensures access to, and the use, disclosure, storage and retention of Personal Information is in accordance with the requirements of this Agreement;
 - (b) all individuals who have access to the Records have received or will receive training on privacy, breach incident management and security of information prior to any access to or use of the Records;
 - (c) a breach incident policy that includes processes for investigating, mitigating and reporting any suspected or known breach incident; and
 - (d) a policy and process for resolution of any complaints about a party's access to, or use and disclosure of, Personal Information.
18. In the event a party has reasonable grounds to believe there has been a security incident or an attempt to compromise the security of any network, systems or electronic devices, a privacy breach or a non-compliance with this Schedule A (collectively defined as a "**Security Breach**") affecting the Information disclosed under this Agreement:
 - (a) the party experiencing the Security Breach will promptly notify the other and conduct an investigation into the Security Breach;
 - (b) the parties will work cooperatively to contain and mitigate the Security Breach, and to prevent future occurrences of Security Breach; and
 - (c) the party whose Information is or may have been compromised may suspend the disclosure of Information under this Agreement until satisfied that the other party has complied with the Agreement and any reasonable requirements of a party to mitigate or prevent reoccurrence of the Security Breach, or at its sole option, terminate the Agreement.
19. The parties will, throughout the term of this Agreement continue to audit their respective information management practices and procedures pursuant to their own policies as appropriate, provided that such audits will include the security, confidentiality and integrity of the Information obtained under this Agreement.