COLLABORATION MEMORANDUM OF UNDERSTANDING

THIS COLLABORATION MEMORANDUM OF UNDERSTANDING ("MOU") is made as of December 1, 2019 (the **"Effective Date")**

BETWEEN:

THE PROVINCE OF NEW BRUNSWICK

- and -

THE PROVINCE OF ONTARIO

- and -

THE PROVINCE OF SASKATCHEWAN

The Provinces of New Brunswick, Ontario and Saskatchewan are hereinafter referred to as the "Parties".

WHEREAS Nuclear is a cost-effective, reliable and non-carbon emitting form of energy;

AND WHEREAS Small Modular Reactor (SMR) technology is the next generation of innovative, versatile and scalable nuclear reactors that promise to further enhance the safety, economic and environmental benefits of nuclear energy;

AND WHEREAS the Parties were instrumental in the development of *"A Call to Action: A Canadian Roadmap for Small Modular Reactors"*, referred to as the "Canadian SMR Roadmap" (found at: http://smrroadmap.ca/);

AND WHEREAS Canada is a "Tier 1" nuclear nation with a full-spectrum nuclear industry that has a limited window of opportunity to lock in the significant strategic, economic and environmental benefits in this area of high-tech innovation by becoming one of the first-movers on SMR deployment;

AND WHEREAS the Parties are home to most of Canada's world-renowned nuclear industry and are interested in the introduction of SMRs in their respective territories.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

PURPOSE AND SCOPE OF MOU

1.0 **Non-Binding MOU.** This MOU is intended to constitute an expression and mutual understanding of the Parties' willingness to work collaboratively in support of the development and deployment of SMRs. None of the Parties intend this MOU will create any legally binding or enforceable rights or obligations, with the exception of **Sections 4.1, 5.1, 5.2, 5.8** (the **"Binding Provisions"),** which are binding and enforceable.

COMMITMENTS OF THE PARTIES

2.0 **Commitments.** The Parties commit to the following:

(a) To work co-operatively to advance the development and deployment of SMRs to address the needs of New Brunswick, Ontario and Saskatchewan with regards to addressing climate change, regional energy demand, economic development (e.g., supply chain, fuel manufacture, skilled employment and export opportunities) and research and innovation opportunities;

(b) To work co-operatively to address key issues for SMR deployment including technological readiness, regulatory frameworks, economics and financing, nuclear waste management and public and Indigenous engagement;

(c) To work co-operatively to positively influence the federal government to provide a clear unambiguous statement that nuclear energy is a clean technology and is required as part of the climate change solution;

(d) To work co-operatively to positively influence the federal government to provide support for SMRs identified in the Canadian SMR Roadmap and as requested by the Chief Executive Officers (CEOs) of Ontario Power Generation (OPG), Bruce Power, New Brunswick Power Corporation (NB Power) and SaskPower;

(e) To work co-operatively to positively influence the federal government to make changes as necessary to facilitate the introduction of SMRs;

(f) To work co-operatively to inform the public about the economic and environmental benefits of nuclear energy and SMRs; and

(g) To work co-operatively to engage with other interested provinces and territories to explore the potential for SMR deployment in their jurisdictions.

3.0 PROCEDURAL FRAMEWORK

3.1 The Parties direct their respective ministries ("Energy Ministries") to undertake the following:

(a) The three Energy Ministries will hold a meeting in the January 2020 - March 2020 timeframe ("Winter Meeting") to discuss strategies that will best advance the development and deployment of SMRs, including engagement with the nuclear regulator, nuclear operators, supply chain companies, academic and research experts, technology vendors and the Federal Government.

(b) By Summer 2020, informed by the Winter Meeting, the three Energy Ministries in cooperation with the respective CEOs of OPG, Bruce Power, NB Power and SaskPower will prepare a feasibility report, including a business case for the development and deployment of SMRs in their jurisdictions.

(c) By Fall 2020, the three Energy Ministries will develop a strategic plan for deployment of SMRs, including market opportunities across Canada and globally, based on the outcomes of the Winter Meeting, and report back to their respective Premiers on next steps.

4.0 TERM AND TERMINATION

4.1 The term of this MOU commences on the Effective Date and will terminate upon the first to occur of:

(a) termination by mutual written agreement of the Parties;

(b) 18 months after the Effective Date, unless extended by mutual written agreement of the Parties.

5.0 MISCELLANEOUS

5.1 **Intellectual Property.** No licence or other rights of or in the intellectual property of any Party are granted by any Party in connection with this MOU.

5.2 **Assignment.** Neither this MOU nor any of the rights, entitlements, duties or obligations arising from it may be assigned in whole or in part by any Party without the prior written consent of the other Parties.

5.3 **Notices.** Any notice given by a Party to another Party or the other Parties shall be in writing and (a) delivered personally, or (b) sent by facsimile or other similar means of electronic communication to the other Party or Parties at the following respective address:

If to the Province of New Brunswick:

Department of Natural Resources and Energy Development
Hugh John Flemming Forestry Centre
1350 Regent Street Fredericton, NB E3C 2G6
Attention: Hon. Mike Holland
Minister of Natural Resources and Energy Development
Facsimile No: (506) 444-4367
E-mail: Mike.Holland@gnb.ca

If to the Province of Ontario:

Ministry of Energy, Northern Development and Mines
77 Grenville Street, 10th Floor
Toronto, Ontario M7A 1B3
Attention: Hon. Greg Rickford
Minister of Energy, Northern Development and Mines and
Minister of Indigenous Affairs
Facsimile No: (416) 327-0665
E-mail: Greg.Rickford@ontario.ca

If to the Province of Saskatchewan

Minister of Environment, Minister responsible for SaskPower
Room 348, Legislative Building
2405 Legislative Drive, Regina, SK, Canada, S4S 0B3
Attention: Hon. Dustin Duncan
Minister of Environment, Minister responsible for SaskPower
Facsimile No. (306) 787-1669
E-mail: env.minister@gov.sk.ca

Any such notice so given shall be deemed conclusively to have been given and received when so personally delivered or sent by facsimile or other electronic communication. A Party may from time to time change its address hereinbefore set forth by notice to the other Parties in accordance with this Section.

5.4 **Publicity.** This MOU will be made public at the Council of the Federation meeting on December 2, 2019.

5.5 **Certain Rules of Interpretation.** In this MOU, (i) words importing the singular include the plural and vice versa (ii) headings are for convenience of reference only and shall not affect the construction or interpretation of this MOU, and (iii) unless otherwise indicated, references to a Section or

Schedule followed by a number or letter refer to the specified Section or Schedule of this MOU.

5.6 **Entire Agreement/Amendment.** This MOU is the entire agreement between the Parties and supersedes all prior communications, understandings, negotiations and agreements, whether oral or written, express or implied, with respect to the subject matter hereof. This MOU may not be modified, varied or amended except as agreed in writing signed by the Parties.

5.7 **Governing Law.** This MOU is governed by and shall be construed in accordance with the laws of the Province of Ontario, Province of New Brunswick, Province of Saskatchewan and the laws of Canada applicable therein, without regard to conflict of laws rules.

5.8 **Successors and Assigns.** This MOU is binding upon and ensures to the benefit of the Parties and their respective successors and permitted assigns.

5.9 **Counterparts and Electronic Delivery.** This MOU may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one in the same instrument. Executed signature pages delivered by facsimile or electronic mail will be deemed for all purposes to be original counterparts of this MOU.

IN WITNESS WHEREOF this MOU has been executed by the Parties as of the Effective Date:

FOR THE PROVINCE OF NEW BRUNSWICK

Hon. Blaine Higgs
Premier

FOR THE PROVINCE OF ONTARIO

Hon. Doug Ford
Premier

FOR THE PROVINCE OF SASKATCHEWAN

Hon. Scott Moe
Premier