

STRATEGIC COLLABORATION AND COORDINATION AGREEMENT

This Agreement dated on January 29th, 2020 is made between:

BC Oil and Gas Commission (“BCOGC”)

and:

Geoscience BC Society (“Geoscience BC”)

(collectively, the **“Parties”**)

1. Purpose

This Strategic Collaboration and Coordination Agreement (**“Agreement”**) formalizes the relationship between the Parties regarding any completed, ongoing and potential future geoscience research projects or initiatives related to oil, gas and geothermal resources in British Columbia.

The purpose of this Agreement is to establish a framework within which the Parties may strategically work together where applicable to identify collaborative opportunities, or potentially develop further specific agreements or additional schedules, related to:

- a) Leveraging financial, human and organizational resources to implement and complete projects or initiatives;
- b) Sharing information and coordinating research and communications; and
- c) Organizing or supporting technical workshops, conferences or events.

2. Organizational Roles & Background

The Parties have areas of mutual interests and share common strategic objectives related to oil, gas and geothermal resources in British Columbia.

- a) The BCOGC is a Crown corporation with regulatory responsibilities for overseeing oil, gas and geothermal operations in British Columbia. The mission of the BCOGC is to ensure responsible energy resource development by protecting public safety, safeguarding the environment and respecting those affected. It is charged with balancing a broad range of environmental, economic and social considerations, with regulatory responsibility extending from the exploration and development phases, through operation and ultimately decommissioning.
- b) Geoscience BC is an independent, not-for-profit society incorporated under the British Columbia Societies Act. Geoscience BC’s mission is to generate and publicly share high quality and unbiased earth science research and data relating to minerals, oil and gas, and water resources in British Columbia that:
 - improves the collective level of geoscience knowledge;
 - informs responsible natural resource development decisions;
 - catalyzes investment and socio-economic opportunities; and
 - stimulates innovation and geoscience technologies.

3. Potential Areas of Collaboration and Coordination

The Parties have common interests in science-based informed decision-making through public earth science in areas such as the induced seismicity and methane detection/reduction research fields. Both Parties are members of the BC Seismic Research Consortium, the Induced Seismicity Working Group and the BC Methane Research Consortium.

Potential areas of continued and further collaboration between the Parties include research in:

- a) Geological sciences;
- b) Oil & gas exploration and development including:
 - Induced seismicity;
 - Water;
 - Reservoir engineering;
 - Greenhouse gas research; and
- c) Geothermal energy

Potential areas of continued and further coordination between the Parties include:

- a) Scheduling regular meetings to discuss each Party's strategic goals, objectives and respective plans;
- b) Exploring ways to complement each Party's work and operate more efficiently and cost-effectively;
- c) Sharing technical information and expertise to assess and evaluate projects or initiatives;
- d) Exchanging information about project funding and/or requests for proposals;
- e) Organizing or supporting technical workshops, conferences or events;
- f) Coordinating local, regional and provincial outreach and communications; and
- g) Establishing implementation committees or developing joint working groups.

4. Communications

Where this Agreement requires notice or engagement, the primary contacts will be as follows:

For BCOGC:

Ken Paulson
Chief Operating Officer
ken.paulson@bcogc.ca

For Geoscience BC:

Carlos Salas
Executive Vice President and Chief Scientific Officer
salas@geosciencebc.com

5. Terms of Agreement

It is mutually understood and agreed by and between the Parties that:

- a) this Agreement and its contents shall not be construed to be, and in no way are, legally binding on the Parties. This Agreement is only intended to articulate areas for possible coordination or collaboration amongst the Parties;
- b) the Parties may enter into written agreements or schedules in furtherance of this Agreement, however, the execution of this Agreement shall not be construed to create any obligation on either Party to enter into such agreements or to further in any way its relationship with the other Party;
- c) neither Party shall make any public statement relating to projects and initiatives involving the other Party or the existence of this Agreement or its contents without the prior written consent of the other Party;
- d) any charges or expenses incurred by either Party in preparing this Agreement, or as a result of this Agreement or any work done hereunder are to the sole account of the Party incurring same unless otherwise agreed by the Parties in writing;

- e) this Agreement does not represent, and in no way implies: (a) a partnership, joint venture or other commercial relationship between the Parties; (b) an authorization for either Party to act as the agent or representative of the other; or (c) an encouragement to either Party to expend funds or other resources in the development of products, services, projects or a more formal relationship between the Parties;
- f) nothing in this Agreement shall be construed as prohibiting either Party from entering into a business arrangement with any other third party, whether or not such third party is in a similar line of business to the other Party;
- g) This Agreement will be in effect for three (3) years from the signing date and will be reviewed no later than 90 days prior to its anniversary; unless:
 - extended by written agreement of the Parties; or
 - terminated by one of the Parties at any time by giving written notice; and
- h) this Agreement is subject in all respects to the laws of the Province of British Columbia.

6. Signatories

By their signatures attached hereto the Parties affirm their intentions with respect to this Agreement.

BC Oil and Gas Commission

Paul Jeakins, Commissioner and CEO

Per: _____

Authorized Signatory

GEOSCIENCE BC SOCIETY

Gavin C. Dirom, President and CEO

Per: _____

Authorized Signatory