

**MEMORANDUM OF UNDERSTANDING RESPECTING THE NATIONAL AIR  
POLLUTION SURVEILLANCE PROGRAM**

**BETWEEN**

The Government of Canada  
(hereinafter referred to as “Environment and Climate Change Canada” or “**ECCC**”)

and

The Governments of Alberta, British Columbia, Manitoba, New Brunswick,  
Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec,  
Saskatchewan, and the Northwest Territories, Nunavut, and Yukon  
(hereinafter referred to as “the Provinces  
and Territories”)

**WHEREAS**

1. The National Air Pollution Surveillance (NAPS) Program was established in 1969 as a collaborative partnership between the Government of Canada and the Provinces and Territories to facilitate and coordinate collection of ambient air quality data that is representative of populated (urban and rural) areas across Canada;
2. Ambient air quality monitoring is an essential component of Canada’s air quality management and research programs;
3. This collaboration has evolved into a formal agreement with the Parties entering into memoranda of understanding in 2004 and 2012, each for a period of five years;
4. The Parties wish to continue their partnership regarding the NAPS Program and have therefore agreed to enter into this Memorandum of Understanding (MOU);
5. The federal Minister of the Environment may, pursuant to section 9 of the *Canadian Environmental Protection Act, 1999*, with the approval of the Governor-in-Council, enter into an agreement with a government with respect to the administration of this Act;
6. By Order-in-Council (OiC) 81000-3-1807 dated June 22, 2019 the federal Minister of the Environment is authorized to sign this MOU for and on behalf of the Government

of Canada and to provide certain equipment to the Provinces and Territories under this MOU ;

7. This MOU is based on the principles of collaboration and equitable sharing of costs and work, subject to each Party's available resources; and
8. This MOU will respect the principles found in the Canadian Council of Ministers of the Environment (CCME) *Statement of Principles to Guide Cooperative Arrangements on Environmental Monitoring and Reporting* (2002), at <https://www.ccme.ca/en/resources/harmonization/index.html> which states, among other things, that all Parties have equal standing, will act in a transparent manner, and will respect each Party's jurisdiction, needs, capabilities and mandate.

**NOW THEREFORE** the Parties express their desire and willingness to continue their collaboration with each other as set out below, without imposing any binding legal obligations upon any of the Parties, as follows:

## **1.0 DEFINITIONS**

In this MOU, the following words or expressions have the following meanings:

**“Annex”** means an annex to this MOU, each being a Province- or Territory-specific table of NAPS Sites identifying their locations, the pollutants monitored, the Monitoring Equipment and national programs supported by these sites.

**“Annual Report”** means a summary of a Party's activities from the previous Fiscal Year including accomplishments, changes to organizational structure, NAPS Site updates (e.g., new sites, closures, re-locations, and installation of Monitoring Equipment).

**“AQHI”** means Air Quality Health Index which is a multi-pollutant index based on the combined concentrations of fine particulate matter (PM<sub>2.5</sub>), ozone and nitrogen dioxide (NO<sub>2</sub>).

**“Canada-Wide Air Quality Database”** means an ECCC-managed collection of Quality Assured Continuous Data and Quality Assured Integrated Data generated from the NAPS Sites.

**“Component”** means a replacement part required for the ongoing operation of Monitoring Equipment.

**“Continuous Data”** means data that is collected and owned by Provinces and Territories at NAPS Sites using continuous Monitoring Equipment.

**“Effective Date”** means the date on which the last Party to sign this MOU, signs it.

**“Fiscal Year”** means the period from April 1 in any year to March 31 in the following calendar year.

**“Integrated Data”** means data that is generated from chemical and gravimetric analysis by the ECCC laboratories in Ottawa on Integrated Samples collected at NAPS Sites and owned by ECCC.

**“Integrated Sample”** means ambient air sample collected by Provinces and Territories at NAPS sites on Sampling Media from Monitoring Equipment over a specific time period (e.g. 24 hours).

**“Land and Infrastructure”** means the property upon which the NAPS Site is located including site acquisition, lease, shelter, utilities, site access, permits and fees, security, safety equipment and site preparation.

**“Monitoring Equipment”** means the system of monitoring and sampling equipment necessary to produce Continuous Data and collect Integrated Samples at NAPS Sites.

**“NAPS Guidance”** means the *National Air Pollution Surveillance Program Ambient Air Monitoring and Quality Assurance/Quality Control Guidelines* [CCME, 2019].

**“NAPS Program”** means the sum of the Parties’ activities involved in air quality monitoring, including the collection, validation, storage and dissemination of Continuous Data and Integrated Data from NAPS Sites.

**“NAPS Program Manager”** means an air quality monitoring manager designated by each Party to oversee the implementation of this MOU on behalf of that Party and actively participate in the NAPS Program and meetings with all Parties.

**“NAPS Site”** means a site selected for inclusion in the NAPS Program by ECCC and the Province or Territory where the site is located, as specified in the Annexes.

**“Party”** means ECCC or one Province or Territory, and **“Parties”** means, collectively, ECCC and all Provinces and Territories.

**“Quality Assured”** means, in relation to Quality Assured Continuous Data and Quality Assured Integrated Data, data that meets mutually agreed-upon data quality standards specified in the NAPS Guidance.

**“Sampling Media”** means filters, canisters, cartridges and filter packs for use with Monitoring Equipment.

**“Work Plan”** means an annual summary outlining a Party’s planned activities for the upcoming Fiscal Year, emerging issues, changes to organizational structure, NAPS Site

updates (e.g., new sites, closures, re-locations) and proposed new or replacement Monitoring Equipment, and Components.

## **2.0 PURPOSE**

2.1 The MOU will:

- (a) outline the general terms and conditions of collaboration and cooperation among the Parties in the overall management and support of the NAPS Program;
- (b) facilitate collaboration and cooperation among the Parties in monitoring and reporting activities:
  - (i) to support air quality information needs of existing regional, national and international programs and agreements; and
  - (ii) to support emerging air quality reporting initiatives where the Parties mutually agree on their respective scope; and
- (c) identify the Parties' roles and responsibilities in relation to the above.

## **3.0 ROLES AND RESPONSIBILITIES**

3.1 The Parties will carry out this MOU in accordance with the terms and conditions herein and subject to each Party's available resources.

3.2 ECCC's roles and responsibilities under this MOU will be to:

- (a) collaborate with the Provinces and Territories in the overall management of the NAPS Program;
- (b) select new or re-located NAPS Sites in agreement with the Province or Territory;
- (c) co-ordinate a national quality assurance and audit program which includes provision of laboratory calibration services, monitoring station and system audits, training and technical support, inter-laboratory studies and projects for the NAPS Program as specified in the Work Plans;
- (d) provide Monitoring Equipment to the Provinces and Territories as specified in the Annexes. Such equipment will remain the property of ECCC;
- (e) in accordance with the Provinces' and Territories' Work Plans, provide:
  - (i) replacement Monitoring Equipment for NAPS Sites after a useful life expectancy of approximately twelve (12) years to ensure data quality,

- to keep up-to-date with changes in monitoring technology, and address evolving priorities for ambient air quality monitoring;
  - (ii) Components for ECCC Monitoring Equipment when the cost of a Component exceeds one hundred dollars (\$100);
  - (iii) assistance with installation of ECCC Monitoring Equipment, as required;
  - (iv) Sampling Media for ECCC Monitoring Equipment at NAPS Sites; and
  - (v) Monitoring Equipment, Sampling Media and laboratory analysis for air quality monitoring projects, outside of core NAPS Program activities, in collaboration with the Provinces and Territories;
- (f) for in-year requests (not included in the Work Plans) by the Provinces and Territories, provide Components for ECCC Monitoring Equipment if the cost of a Component exceeds five hundred dollars (\$500);
  - (g) perform laboratory analysis on Integrated Samples for the NAPS Program at ECCC laboratories in Ottawa;
  - (h) assume shipping costs to Provinces and Territories for Sampling Media, Components and Monitoring Equipment provided by ECCC;
  - (i) submit to the Provinces and Territories, Quality Assured Integrated Data from NAPS Sites collected in the previous calendar year by December 31<sup>st</sup> of the current year;
  - (j) share Quality Assured Integrated Data with the Provinces and Territories in accordance with the terms and conditions of section 4.0 of this MOU;
  - (k) maintain the Canada-Wide Air Quality Database for storing Quality Assured Continuous Data and Quality Assured Integrated Data;
  - (l) create and maintain a website for sharing of information among the Parties;
  - (m) co-ordinate national data reporting initiatives;
  - (n) prepare and share its Work Plan and Annual Report with the other Parties; and
  - (o) For the NAPS Sites identified 'AQHI' in the Annexes, publish, with acknowledgement of the Provinces and Territories, AQHI forecasts on website and other public dissemination pathways, in addition to making them available to media and other sources.

3.3 The roles and responsibilities of each province and territory under this MOU will be to:

- (a) collaborate with ECCC in the overall management of the NAPS Program;
- (b) provide the Land and Infrastructure and its associated costs for each NAPS Site, unless otherwise indicated in the Annexes;
- (c) install new and replacement Monitoring Equipment and Components provided by ECCC for NAPS Sites;
- (d) ensure the maintenance, calibration and operation of the NAPS Monitoring Equipment at NAPS Sites in accordance with the NAPS Guidance;
- (e) supply to ECCC, upon request, an up-to-date listing of NAPS Monitoring Equipment and their location (serial numbers and the associated NAPS Site ID);

- (f) assume shipping costs for returning Sampling Media, Components and Monitoring Equipment to ECCC;
- (g) collect, process, manage, analyze and report Continuous Data for NAPS Sites;
- (h) submit to ECCC, Quality Assured Continuous Data from NAPS Sites collected in the previous calendar year no later than June 30th of the current year for inclusion in the Canada-Wide Air Quality Database;
- (i) share Quality Assured Continuous Data with ECCC in accordance with the terms and conditions of section 4.0 of this MOU;
- (j) conduct projects, outside of core NAPS Program activities, for air quality monitoring, sampling and analysis in collaboration with the other Parties as indicated in their Work Plan;
- (k) prepare and share their Work Plan and Annual Report with the other Parties; and
- (l) submit near-real time Continuous Data to ECCC for the production of air quality forecasts for the NAPS Sites identified 'AQHI' in the Annexes.

#### **4.0 DATA SHARING**

4.1 Subject to the Parties' respective obligations, which may arise pursuant to applicable federal and provincial legislation, policies, and contractual obligations, the Parties agree that:

- (a) Continuous Data belong to the Province or Territory responsible for the NAPS Site where it was generated. Subject to paragraph 3.3 (l), each of the Provinces and Territories undertakes to disseminate their Continuous Data to the public as soon as is practicable;
- (b) The Provinces and Territories grant to ECCC a world-wide, non-exclusive and non-restricted right to exercise all of the intellectual property rights in respect of the Quality Assured Continuous Data, which for sake of clarity includes the right to make the Quality Assured Continuous Data available to the public:
  - (i) on terms that are no less generous than what is included herein in order to promote access to open data; and
  - (ii) including on websites and in publications, provided that the owner of the Quality Assured Continuous Data is identified.
- (c) Integrated Data belong to ECCC. ECCC undertakes to share its Quality Assured Integrated Data fully and freely among the Provinces and Territories and to disseminate it to the public as soon as is practicable;
- (d) ECCC grants to the Provinces and Territories a world-wide, non-exclusive and non-restricted right to exercise the intellectual property rights in respect

of the Quality Assured Integrated Data, which for sake of clarity includes the right to make the Quality Assured Integrated Data available to the public:

- (i) on terms that are no less generous than what is included herein in order to promote access to open data; and
  - (ii) including on websites and in publications, provided ECCC is identified as the owner of the Quality Assured Integrated Data; and
- (e) The sharing of data covered by this MOU does not preclude the development of other data sharing agreements that may be required to support other programs and applications.

## **5.0 MEETINGS**

### **Annual Management Meetings**

- 5.1 The NAPS Program Managers or their designated alternate will meet twice a year to discuss the overall management of the NAPS Program, including sharing information on the Parties' respective air monitoring activities, budgets and resources, addressing issues related to the implementation of this MOU, technology transfer, and air monitoring policy updates.
- 5.2 The NAPS Program Managers will meet annually in-person no later than June 21<sup>st</sup>. They will also hold an annual conference call no later than December 21<sup>st</sup>.
- 5.3 The annual in-person meeting will be co-chaired by the ECCC NAPS Program Manager and a NAPS Program Manager from a Province or Territory who will be selected by the Parties for a term of one year commencing at the time of the conference call.
- 5.4 The provincial or territorial co-chair will host the annual in-person meeting and, in collaboration with ECCC, will decide on the location for the meeting. ECCC will be responsible for the costs associated with the meeting room and secretariat services. Participants will be responsible for their costs to attend the meeting, including travel and accommodation.
- 5.5 In collaboration with the Provinces and Territories, ECCC will develop an agenda that will be distributed at least sixty (60) days prior to the annual in-person meeting.
- 5.6 ECCC will organize the annual conference call and be responsible for the costs associated with the call.

- 5.7 The summary and action items from the in-person meeting and conference call will be prepared by the ECCC secretariat. They will be distributed, reviewed and approved by the Parties, and actioned for the subsequent meeting or call.

## **Technical Meetings**

- 5.8 The Parties may hold technical meetings, on an as-needed basis, to discuss specific issues related to the NAPS Program. If required, the Parties may establish technical committees to address any issues or other matters related to the NAPS Program. Depending on the nature of the technical meetings or committees, the Parties will decide amongst one another who will organize, host, attend and be financially responsible for these meetings or committees.

## **6.0 WORK PLANS AND ANNUAL REPORTS**

- 6.1 Each Party will prepare a draft Work Plan and an Annual Report no later than sixty (60) days after the beginning of a Fiscal Year.
- 6.2 ECCC will collate and post on a password-protected website managed by ECCC:
- (a) the Parties' finalized Work Plans to become the NAPS Program Work Plan;
  - (b) the Annual Reports; and
  - (c) the meeting presentations, summary and action items of the annual in-person management meeting and conference call.

## **7.0 TERM AND REVIEW**

- 7.1 This MOU will take effect on the Effective Date for a term of five (5) years.
- 7.2 Unless otherwise agreed to by the Parties, the Parties agree to review this MOU one (1) year prior to its expiry with the intent to continue their collaboration on the NAPS Program.

## **8.0 WITHDRAWAL**

- 8.1 A Party may withdraw from this MOU by providing the other Parties with three (3) months' written notice confirming its intention to withdraw.
- 8.2 The Parties agree that should a Party to the MOU withdraw:
- (a) The Quality Assured Continuous Data or Quality Assured Integrated Data made available by the withdrawing Party to any of the other Parties up until



the official withdrawal date shall remain available to all the other Parties;  
and

- (b) At its own cost, the withdrawing Party will remove and return to ECCC, no later than sixty (60) days after the official withdrawal date, all Monitoring Equipment and Sampling Media provided by ECCC.

## **9.0 AMENDMENT**

- 9.1 Subject to subsection 9.3, this MOU may be amended at any time with the consent of all Parties. To be valid, any amendment to this MOU must be in writing and signed by all the Parties, while this MOU is in force.
- 9.2 The signing authorities for the Parties with respect to any written amendments to this MOU provided for in subsection 9.1 are the signatories to this MOU or such other representatives of the respective Parties who may occupy said positions from time to time.
- 9.3 For any proposed amendments made to the Annexes by one or more Parties, the written consent of only those Parties affected by the amendments is required. For the purpose of amending Annexes, those persons holding the positions identified in Schedule A may sign on behalf of the Party they represent.

## **10.0 NOTICES AND PRINCIPAL REPRESENTATIVES**

- 10.1 Except for the copy of the executed MOU to be provided by each Party under subsection 12.1, notices under this MOU must be in writing and delivered by post, email, personal delivery or facsimile and addressed to the relevant Party representative(s) in Schedule A.
- 10.2 Notices will be deemed to have been given: (a) in the case of post, seven (7) days after such notice is mailed; or (b) in the case of an email, personal delivery or facsimile, one (1) day after such notice is sent by the other Party. In the event of a postal disruption, notices must be given by email, personal delivery, or by facsimile.
- 10.3 Unless the Parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this section.

## **11.0 LEGAL STATUS**

11.1 The Parties agree that this MOU constitutes a non-binding administrative agreement among the Parties and nothing in this MOU is to be construed as creating any financial, legal or contractual relations among the Parties enforceable by a court of competent jurisdiction. This MOU is entered into solely for the purposes of sharing information and better management of financial and technical resources of the Parties, which will result in more effective monitoring of air quality in Canada.

## **12.0 COUNTERPARTS**

12.1 This MOU may be signed in several counterparts and each counterpart will constitute an original document; these counterparts taken together will constitute one and the same MOU. The Parties agree that signed counterparts will be transmitted electronically, e.g., by fax or email, and that such counterparts will be treated as originally executed signed documents. Each Party undertakes to provide the CCME with a copy of the original MOU bearing actual original signatures within a reasonable period of time following the signature of this MOU.

## **13.0 LANGUAGE**

13.1 This MOU is prepared in the English and French languages, and each version is equally authoritative.

## **14.0 ENTIRE AGREEMENT**

14.1 This MOU, its recitals, its Schedule and Annexes constitute the entire agreement among the Parties with respect to the subject matter of this MOU and supersedes all previous negotiations, communications, and other agreements, whether written or oral, among the Parties pertaining to such subject matter.

## **Memorandum of Understanding Respecting the National Air Pollution Surveillance Program**

Signed by:

Canada	Stephen Lucas, Deputy Minister, Environment and Climate Change Canada, signed this 29 <sup>th</sup> day of August, 2019
Alberta	Beverly Yee, Deputy Minister, Environment and Parks, signed this 23 <sup>rd</sup> day of August, 2019  Coleen Volk, Deputy Minister, Intergovernmental Relations, signed this 25 <sup>th</sup> day of October, 2019
British Columbia	Mark Zacharias, Deputy Minister, Environment and Climate Change Strategy, signed this 23 <sup>rd</sup> day of August, 2019
Manitoba	Bruce Gray, Deputy Minister, Sustainable Development, signed this 7 <sup>th</sup> day of October, 2019
New Brunswick	Kelli Simmonds, Deputy Minister, Environment and Local Government, signed this 27 <sup>th</sup> day of September, 2019
Newfoundland and Labrador	Dan Michielson, Acting Deputy Minister, Municipal Affairs and Environment, signed this 11 <sup>th</sup> day of September, 2019  Patricia A. Hearn, Deputy Minister, Intergovernmental Affairs, signed this 12 <sup>th</sup> day of September, 2019
Nova Scotia	Frances Martin, Deputy Minister, Environment, signed this 27 <sup>th</sup> day of August, 2019
Ontario	Serge Imbrogno, Deputy Minister, Environment, Conservation and Parks, signed this 24 <sup>th</sup> day of June, 2019
Prince Edward Island	Brad Colwill, Deputy Minister, Environment, Water and Climate Change, signed this 10 <sup>th</sup> day of September, 2019
Québec	Marc Croteau, Sous-ministre, de l'Environnement et de la Lutte contre les changements climatiques, signed this 17 <sup>th</sup> day of September, 2019

Jean-Stéphane Bernard, Secrétaire general associé,  
Relations canadiennes et de la Francophonie  
Canadienne, signed this 25<sup>th</sup> day of September, 2019

Saskatchewan

Lin Gallagher, Deputy Minister, Environment, signed  
this 3<sup>rd</sup> day of September, 2019

Northwest Territories

Joe Dragon, Deputy Minister, Environment and  
Natural Resources, signed this 28<sup>th</sup> day of August,  
2019

Nunavut

Jimmy Noble Jr., Deputy Minister, Environment,  
signed this 4<sup>th</sup> day of October, 2019

Yukon

John Bailey, Deputy Minister, Environment, signed  
this 23<sup>rd</sup> day of August, 2019

## Schedule A

For ECCC  
Manager, Analysis and Air Quality Section  
Air Quality Research Division

For Alberta  
Manager, Air Monitoring Operations  
Environmental Monitoring and Science Division

For British Columbia  
Executive Director  
Knowledge Management Branch  
Environmental Sustainability and Strategic Policy Division

For Manitoba  
Assistant Deputy Minister  
Conservation Programs

For New Brunswick  
Manager, Air Sciences Section

For Newfoundland and Labrador  
Manager, Environmental Science and Waste Management  
Pollution Prevention Division

For Nova Scotia  
Manager, Air Quality Unit  
Sustainability and Applied Sciences Division

For Ontario  
Manager, Air Monitoring and Transboundary Air Science Section  
Environmental Monitoring and Reporting Branch

For Prince Edward Island  
Executive Director, Climate Change and Environment Division

For Québec  
Directrice, Direction de l'information sur le milieu atmosphérique

For Saskatchewan  
Director, Air and Land Management  
Environmental Protection Branch

For the Northwest Territories  
Director, Environmental Stewardship and Climate Change Division

For Nunavut  
Director, Environmental Protection Service

For Yukon  
Director, Environmental Programs Branch