

PROPOSED 2014-2015 CALL FOR BIDS
FOR
EXPLORATION LICENCES
IN THE
CENTRAL MACKENZIE VALLEY

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TERMS AND CONDITIONS

The management of onshore oil and gas resources in the Northwest Territories is a territorial responsibility managed by the Government of the Northwest Territories, Department of Industry, Tourism and Investment, Petroleum Resources Division.

1. CALL FOR BIDS

The Minister of Industry, Tourism and Investment hereby calls for the submission of bids for Exploration Licences in respect of (_____) parcels comprising the following lands located in the area of the Central Mackenzie Valley:

PARCEL		
(_____ hectares, more or less)		Issuance Fee = \$ _____
Latitude*	Longitude*	Section(s)

*North American Datum 1927 (NAD27)

*LAND DESCRIPTION AND MAP WILL BE INSERTED
IN FINAL PACKAGE*

2. ACCEPTANCE AND AGREEMENT

Petroleum Resources Act, subsection 23(1)

Any submission of a bid in response to a Call for Bids shall be made on the understanding that the terms and conditions as contained herein are accepted and agreed to by the bidder. Such understanding shall include the acceptance of and agreement with the terms and conditions contained within the form of the *Exploration Licence* and with the *Northern Benefits Requirements Associated with New Exploration Programs*, copies of which are attached.

3. SUBMISSION OF BIDS

Petroleum Resources Act, sections 13 and 14

Calls for Bids remain open following publication for at least 120 days.

Sealed bids must be delivered, either by registered mail or in person, to the following address prior to **NOON**, Mountain Time on ***date to be announced***:

Rights Administration
Petroleum Resources Division
Department of Industry, Tourism and Investment
Government of the Northwest Territories
1st Floor, Semmler Building
64 Mackenzie Road
P.O. Box 3019
INUVIK NT X0E 0T0

Each bid submitted in response to a Call for Bids must be addressed to the Minister of Industry, Tourism and Investment and be in double sealed envelopes bearing no corporate identification. The outer envelope should be clearly marked with the date and Call name, i.e. **2014-2015 Call for Bids for Exploration Licences – Central Mackenzie Valley**. The inner envelope(s) should be clearly marked with the date, Call name and parcel number, i.e. **2014-2015 Call for Bids for Exploration Licences – Central Mackenzie Valley - Parcel No.____**.

Individuals or companies submitting more than one bid may place all bids in a single outer envelope.

The *Bid Submission Form* is included in this package.

To be accepted, bids must be accompanied by a financial instrument with respect to the Bid Deposit (see clause 10(a) "Bid Deposit" below).

4. BID SELECTION

(a) SOLE CRITERION

Petroleum Resources Act, subsection 14(1)(b)

Selection of the successful bid will be made on the basis of a single criterion, namely, the total amount of money that the bidder proposes to spend doing exploratory work on each parcel within Period 1 of the term of the Exploration Licence (Work Proposal Bid).

(b) MINIMUM BID

Petroleum Resources Act, subsection 13(3)(d)

Work proposal bids of less than one million dollars for each parcel will not be considered.

(c) ACCEPTANCE/REJECTION OF BIDS

Petroleum Resources Act, subsection 14(1)

For the purpose of issuing an Exploration Licence, the Minister will choose the highest bid in terms of the sole criterion (Work Proposal Bid).

Bids will be accepted only in relation to an entire parcel.

(d) TIED BIDS

In the event of two or more bids being tied, each bidder will be notified and have the opportunity to submit a new bid by 4 p.m. (MDT) the day following notification.

5. NOTIFICATION OF RESULTS

Bidding results will be made available as soon as possible following the closing of the Call via posting on the Petroleum Resources Division website (www.nwtpetroleum.com).

The identities of unsuccessful bidders and the amounts of their bids will not be disclosed.

6. ISSUANCE FEES

Petroleum Lands Registration Regulations, section 14

Issuance fees of \$250.00 per grid, or portion thereof, must be submitted with the **Work Deposit** by separate cheque made payable to the “Government of the Northwest Territories”.

7. ISSUANCE OF LICENCE

Petroleum Resources Act, subsections 15(1)& 15(2)

The Minister is not required to issue an interest as a result of a Call for Bids. The Minister may issue an interest to the successful bidder within six (6) months after the closing date specified in the Call for Bids.

8. EXPLORATION LICENCE

Petroleum Resources Act, subsection 13(3)(a)

Any Exploration Licence which may result from a Call for Bids will be issued pursuant to the *Petroleum Resources Act*, S.N.W.T 2014 c.15, or legislation made in amendment thereof or in substitution therefor and any regulations made thereunder from time to time. The proposed Exploration Licence for the 2014-2015 Call for Bids for Exploration Licences is attached.

(a) TERM

Petroleum Resources Act, section 25

The term for Exploration Licences issued from the 2014-2015 Call for Bids for Exploration Licences in the Central Mackenzie Valley will be nine (9) years. The term shall be comprised of two (2) consecutive periods of five (5) and four (4) years. Subject to the Licence, Period 2 shall follow Period 1.

9. WORK PROGRAM

Petroleum Resources Act, subsection 13(3)(c)

The drilling of one (1) exploratory or delineation well prior to the end of Period 1 of the term is a condition precedent to obtaining tenure to Period 2.

To meet this requirement, such a well must reach a depth sufficient to evaluate a prospective horizon as described in the geological prognosis in the application for Authority to Drill a Well.

Where a well has been commenced and drilling is being pursued diligently, Period 1 shall continue until the well has been completed. Period 2 shall be reduced accordingly.

Failure to meet this requirement on the lands by the end of Period 1 will result in the termination of the Exploration Licence. Consequently, lands revert to the Territory.

10. DEPOSITS

(a) BID DEPOSIT

- (i) Each bid must be accompanied by a Bid Deposit for the specific parcel in the amount of **fifty thousand dollars**, in the form of a certified cheque, money order or bank draft payable to the "Government of the Northwest Territories". Each Bid Deposit must relate to a single parcel.
- (ii) Bid Deposits will be returned to unsuccessful bidders, without interest, following announcement of the winning bidder(s).
- (iii) The Bid Deposit will be returned to the winning bidder, without interest, once the Work Deposit is received by the Rights Administrator.

(b) WORK DEPOSIT

- (i) The successful bidder will be required to post 25 percent (25%) of the work proposal bid as security for the performance of work within 15 working days. This period commences the day following the notice of winning bids being posted on the Petroleum Resources Division website. This deposit will be referred to as the Work Deposit.
- (ii) Failure to post the Work Deposit will result in the forfeiture of the Bid Deposit and disqualification of the bid. In that event, the Minister may, if he sees fit, select the second highest bidder as the winner, without making another Call for Bids.

- (iii) The Work Deposit must be submitted in the form of an irrevocable standby letter of credit, certified cheque or other negotiable financial instrument in a form satisfactory to the Minister. A sample irrevocable standby letter of credit may be obtained from the Rights Administrator.
- (iv) Parties submitting a joint bid may submit separate guarantees representing their proportionate share of the required Work Deposit, within 15 working days. Such period shall commence the day following the notice of winning bids being posted on the Petroleum Resources Division website. The bid representative as designated on the bid submission form will be responsible for collecting and submitting the parties' share of the Work Deposit.
- (v) As expenditures are incurred exploring the Exploration Licence during Period 1 of the term, Work Deposits are refundable in accordance with clause 12 "Allowable Expenditures" below. Since Work Deposits represent 25 percent (25%) of the total amount bid for a parcel, refunds are likewise prorated on the basis of 25 percent (25%) of allowable expenditures incurred. Any Work Deposit balance remaining at the end of Period 1 will be forfeit.
- (vi) Expenditures incurred in Period 2 of the term will not be credited against the Work Deposit but may be credited against Period 2 rentals (see Clause 11 "Rentals" below).

(c) DRILLING DEPOSIT

The interest owner may, at its option, in order to meet the work requirement, extend Period 1 for one year by posting a Drilling Deposit before the end of the last year of Period 1. Where Period 1 is extended by the posting of a Drilling Deposit, Period 2 shall be reduced accordingly.

This Drilling Deposit shall be in the amount of one million dollars and is to be in the form of an irrevocable standby letter of credit, certified cheque or other negotiable financial instrument in a form satisfactory to the Minister. A sample letter of credit may be obtained from the Rights Administrator.

If a Drilling Deposit is posted, it will be refunded in full if the licence is validated as required to obtain tenure for Period 2 by the drilling of a well.

If a validation well is not drilled or has not been commenced within the one year extension, the Drilling Deposit will be forfeited to the Government of the Northwest Territories upon the termination of the licence at the end of Period 1. If a well has been commenced and drilling operations are being diligently pursued, Period 1 will continue until the well has been completed.

Allowable expenditures cannot be applied against the Drilling Deposit.

Successive one-year extensions to Period 1 are possible by the posting of further Drilling Deposits of one million dollars prior to the end of the extended period. This means, in effect, that with application for a successive extension, the previous year's Drilling Deposit is forfeit on the anniversary of the licence.

The *Petroleum Resources Act* does not permit the overall term of the Exploration Licence to extend beyond nine years. As a result, any extension to Period 1 will result in an associated reduction to Period 2.

As a result of the extension of Period 1 by the posting of a Drilling Deposit, rentals payable in Period 2 will be applicable at the following rates, for the first year after the extension, at \$5.50 per hectare and all subsequent years at \$8.00 per hectare.

All other rental provisions remain applicable.

11. RENTALS

Petroleum Resources Act, subsection 13(3)(c)

Rentals are not applicable during Period 1 of the term.

Rentals paid during Period 2 are refundable in accordance with Clause 12 "Allowable Expenditures" below.

Refunds may be made or future rentals may be waived, as the case may be, as expenditures are incurred on the lands subject to the Exploration Licence during Period 2 of the term.

Any rental balance remaining at the end of Period 2 will be forfeit.

In Period 2, rentals will be applicable at the following rates:

1 st year of Period 2	\$3.00/ha
2 nd year of Period 2	\$5.50/ha
3 rd and 4 th year of Period 2	\$8.00/ha

Rentals will be payable annually, in advance, and are to be submitted in the form of an irrevocable standby letter of credit, certified cheque or other negotiable financial instrument in a form satisfactory to the Minister. A sample irrevocable standby letter of credit may be obtained from the Rights Administrator.

When an Exploration Licence continues in force beyond Period 2 due to the drilling of a well deemed to be pursued diligently in accordance with section 26 of the *Petroleum Resources Act*, rentals will be payable at the rate of \$8.00 per hectare. Such rentals will be payable monthly, in advance, at the rate of one twelfth (1/12) of the applicable annual rates.

Rentals may be payable on lands included in a Significant Discovery Licence.

Failure to pay rentals will result in the early termination of the Exploration Licence. Consequently, lands revert to the Territory.

12. ALLOWABLE EXPENDITURES

Petroleum Resources Act, subsection 13(3)(c)

Work Deposits and rentals will be offset on the following basis, subject to further clarification by the Rights Administrator.

Costs related to the following classes of exploratory work undertaken as part of a program authorized by the Office of the Regulator for Oil and Gas Operations may be claimed at cost:

Data acquisition: by means of reflection seismic surveys or other geophysical, geo-technical or geological surveys, including costs relating to field acquisition and processing, inspection and clean-up.

Data purchase: from vendors at arm's length for re-processing and/or interpretation, to the extent that the data assists the evaluation of the specific Licence.

Drilling operations: Costs relating to construction of access routes, preparation of drilling sites, transportation to and from well location and staging areas, onsite drilling and evaluation, support vessels, helicopters, site clean-up and restoration. Drilling operations involved in an exploratory or delineation well may entail waiting on weather, logging, well testing and completion. Extended formation flow testing will not be regarded as an allowable expenditure.

Mobilization and demobilization: equipment and supplies, and any incurred stand-by charges deemed reasonable by the Rights Administrator.

Notwithstanding the above, the Minister may agree to costs claimed with respect to classes of work or activity, or the use of innovative technology not contemplated by this schedule.

General and Administrative: Ten percent (10%) of the above allowable expenditures to reflect other costs not specifically itemized above, and including program specific consultations, data interpretation, regional office support, management and pre- and post program costs.

All claims are subject to approval by the Minister and may be subject to a post audit if ordered by the Rights Administrator.

The document *Guidance Notes on Claiming Allowable Expenditures* (<http://www.iti.gov.nt.ca/publications/claiming-allowable-expenditures-guidance-notes>) describe the classes and scope of expenditures which may be viewed as allowable under the terms of Exploration Licences issued pursuant to the *Petroleum Resources Act* in areas under the jurisdiction of the Minister of Industry, Tourism and Investment, and are intended to assist interest owners to claim refunds from the Petroleum Resources Division. The Guidance Notes may be amended from time to time.

13. ENVIRONMENTAL STUDIES RESEARCH FUND (ESRF) LEVIES

Petroleum Resources Act, section 73

Upon issuance of an Exploration Licence, the interest owner must pay ESRF levies pursuant to section 73 of the *Petroleum Resources Act*. The levies are to be paid for the year in which the Exploration Licence is issued and retroactive levies for the two preceding years (less any levies paid in respect of the same lands for the two preceding years by a previous interest owner). ESRF levies are determined by multiplying the number of hectares of land included in the Exploration Licence by the ESRF rate for the applicable region. Where applicable, the ESRF Administrator will send notices to the representative of the Exploration Licence.

14. RELATED REQUIREMENTS

The exercise of petroleum exploration rights may be subject to specific terms and conditions relating to the environment, and must comply with requirements under land claims and for northern benefits.

(a) CONDITIONS RELATING TO THE ENVIRONMENT

Proponents planning exploration activities are advised to review the environmental elements defined in the *Mackenzie Valley Resource Management Act*, the *Migratory Birds Convention Act*, the *Migratory Birds Regulations*, the federal *Species at Risk Act*, the *Species At Risk (NWT) Act*, the *Fisheries Act*, the *Canadian Environmental Protection Act*, and other applicable legislation.

Within the Central Mackenzie Valley, lands cover both Gwich'in and Sahtu settlement regions. The Map provided herein identifies areas provisionally excluded, areas excluded and areas subject to specific environmental conditions. These areas have been identified in consideration of discussions with the Gwich'in and Sahtu authorities, the Gwich'in Land Use Plan, the Sahtu Land Use Plan (SLUP) and the NWT Protected Areas Strategy.

Within the Gwich'in Settlement Region there is a Land Use Plan in place (www.gwichinplanning.nt.ca/publications.html). The Plan provides for the development and utilization of land, resources and waters within the Gwich'in Settlement area; and illustrates areas where additional or specific environmental terms and conditions may be required at the activity stage. These areas are noted on the Map.

Anyone proposing to undertake oil and gas activities on these lands will be expected to undertake early and extensive consultations with the Gwich'in authorities. Access to these lands will likely be subject to special conditions, including environmental protection plans developed in consultation and discussion with the Gwich'in Tribal Council (telephone: 867-777-7900). Further information concerning the Gwich'in Land Use Plan may be obtained by contacting the Gwich'in Land Use Planning Board in Inuvik, NWT (telephone: 867-777-7936 or facsimile: 867-777-7970).

In the Sahtu area, the SLUP has been developed and approved by the Sahtu Land Use Planning Board. The final SLUP is available (www.sahtulanduseplan.org/website/web-content/index.html). There are specific environmental conditions associated with the plan implementation. Further information may be obtained by contacting the Sahtu Land Use Planning Board in Fort Good Hope (telephone: 867-598-2055).

In addition to the SLUP, a number of historic sites and heritage places have been recommended, and are outlined in a document titled *Places We Take Care Of*, a report prepared by the Sahtu Heritage Places and Sites Joint Working Group. This report is available from the Sahtu Secretariat Incorporated in Deline, NWT (telephone: 867-589-4719 or facsimile: 867-589-4908).

In addition, implementation of the NWT Protected Areas Strategy (PAS) continues to be in effect (www.nwtpas.ca). The NWT PAS Establishment Action Plan (www.nwtpas.ca/documents/document-2010-EAP.pdf) and other process documents should be considered prior to nominating lands.

Operators should be aware of Environment Canada's Boreal Caribou Recovery Strategy, whereby this species has been assessed as Threatened by the Committee on the Status of Endangered Wildlife in Canada (COSEWIC). Boreal caribou are also listed as threatened under the *Species at Risk (NWT) Act*. A long term recovery goal for Boreal Caribou is being proposed in order to achieve a self-sustaining local population within this geographic area. For further information, operators are encouraged to contact the Canadian Wildlife Service in Yellowknife (telephone: 867-669-4779) and the GNWT Species at Risk Secretariat (telephone: 867-783-4301).

Seasonal or operating limitations may be established in accordance with provisions of the *Oil and Gas Operations Act*. For example, the work season may be restricted to those months when the proposed type of activity will not have a significant impact on fish habitats, birds or other species and there may be precise conditions relating to drilling fluids and waste discharges.

Site-specific environmental operating terms and conditions may be imposed at the permitting stage pertaining to a variety of matters such as cut-lines, drilling fluids, waste discharges and operating seasons. Consultation with the appropriate Sahtu or Gwich'in authority and appropriate government departments regarding such matters as hunting and trapping, fishing and other related activities will be necessary prior to regulatory approvals.

Specific environmental protection plans developed in consultation with the appropriate Sahtu or Gwich'in authority may be required by the proponent prior to the commencement of activity. These plans would describe the necessary procedures the operator would take to minimize any environmental impacts to sensitive fish habitats, birds or wildlife habitat of the region, for example moose/caribou.

The implementation of associated activity may require the hiring of a local monitor to observe and provide advice on a number of items including cut-lines/roads, disposal of wastes, fuel storage and other related matters.

(b) LAND CLAIM REQUIREMENTS

The successful bidders shall comply with the terms of the *Gwich'in Comprehensive Land Claim Agreement* and with the terms of the *Sahtu Dene and Metis Comprehensive Land Claim Agreement*. Interested parties are advised to obtain a copy of the agreement(s): http://www.daair.gov.nt.ca/_live/pages/wpPages/SettledAgreements.aspx

(c) BENEFITS PLAN

Petroleum Resources Act, section 20
Oil and Gas Operations Act, section 17

A Benefits Plan is a statutory requirement under the *Oil and Gas Operations Act*. An operator engaged in the exploration and drilling for and the production and transportation of oil and gas in the Northwest Territories is required to submit a Benefits Plan to the Minister for Industry, Tourism and Investment for approval.

A Benefits Plan represents a documented commitment by an operator to provide employment to Canadians and full and fair opportunity to Canadian businesses. A Benefits Plan should include a detailed description of the proposed project as well as the major components, activities and milestones of the project, supporting maps, tables and figures, expected timeframes and finish date. A Benefits Plan may vary in comprehensiveness and complexity depending on the scale and scope of the proposed oil or gas work or activity. An operator is encouraged to notify and submit a Benefits Plan to the Department well in advance of the anticipated start date of proposed oil and gas work or activity to allow the Department a sufficient period of time for review of the Benefits Plan.

To assist an operator to develop a Benefits Plan, the Department has established the *Benefits Plan Guidelines for the North* (http://www.iti.gov.nt.ca/sites/default/files/benefits_plan_guidelines_nwt.pdf). The guidelines are intended to streamline the administrative process as well as offer greater clarity on what a company should consider during the development of and reporting on a Benefits Plan.

Benefits Plans and Reports for Northwest Territories are to be sent to the Petroleum Resources Division.

Manager, Oil and Gas Planning
Petroleum Resources Division
Department of Industry, Tourism and Investment
P.O. Box 3019
INUVIK NT X0E 0T0

15. CANCELLATION OF RIGHTS

Petroleum Resources Act, subsections 94(1) & 94(2)

Where the Minister has reason to believe that an interest owner or holder is failing or has failed to meet any requirement of or under the *Petroleum Resources Act* or the *Oil and Gas Operations Act* or any regulation made under either Act, the Minister may give notice to that interest owner or holder requiring compliance with the requirement within ninety days after the date of the notice or within such longer period as the Minister considers appropriate.

Notwithstanding anything in the *Petroleum Resources Act*, where an interest owner or holder fails to comply with a notice within the period specified in the notice and the Minister considers that the failure to comply warrants cancellation of the interest of the interest owner or holder or any share in the interest held by the holder with respect to a portion only of the petroleum lands subject to the interest, the Minister may, by order, cancel that interest or share, and where the interest or share is so cancelled, the petroleum lands thereunder become Territorial reserve lands.

FURTHER INFORMATION AND CONTACTS

For more information on this Call, the rights issuance process or the resource management regime, please contact:

Rights Administration
Petroleum Resources Division
Department of Industry, Tourism and Investment
Government of the Northwest Territories
P.O. Box 3019
INUVIK NT X0E 0T0
Tel: 867-777-7484 Fax: 867-777-5105
www.nwtpetroleum.com

Any geological and well information with respect to the lands or area may be obtained from:

Office of the Regulator For Oil and Gas Operations
Fifth Floor, Northwestel Tower
5102 – 50th Avenue
P.O. Box 1320
YELLOWKNIFE NT X1A 2L9
www.oilandgasregulator.iti.gov.nt.ca

Bid Submission Form



This bid is submitted in response to the

(Select one)

- Mackenzie Delta/Arctic Islands
 Central Mackenzie Valley

Call for Bids for Exploration Licences closing on _____ with regards to

(Insert closing date yyyy-mm-dd)

parcel No. _____ with a Work Proposal Bid of \$ _____ .

(Minimum \$1,000,000 bid)

- As per clause 10(a) of the Call for Bids, a bid deposit of \$50,000 has been included in this bid submission (form of certified cheque, money order or bank draft).

NOTE: Per clause 10(b) and clause 7 of the Call for Bids, the successful bidder will be required to post 25% of the work proposal bid and the issuance fee within 15 working days, this period commences the day following the notice of winning bids being posted on the Petroleum Resources Division website (www.nwtpetroleum.com). This deposit will be referred to as the work deposit.

If this bid is successful, please issue the Exploration Licence to:

Company	%
Representative →	

Name of representative for service: _____

Phone: _____ Fax: _____

E-mail: _____

If this bid is not accepted, the work deposit should be returned to:

- By priority post Other (please specify) _____

I have read the Terms and Conditions of the Call for Bids and have enclosed the Bid Deposit, as indicated above.

Name & Title

Signature

Date

Bid must be submitted as per clause 3 of the Call for Bids.

For more information, please contact:

Petroleum Resources Division
Industry Tourism and Investment
P.O. Box 3019
INUVIK NT X0E 0T0

EXPLORATION LICENCE No. ELXXX

**ISSUED BY THE MINISTER OF
INDUSTRY, TOURISM AND
INVESTMENT**
(hereinafter called the "Minister")

TO THE INTEREST OWNER [name]

WHEREAS the Minister is empowered pursuant to the Act to issue an Exploration Licence (hereinafter called the "Licence") relating to the Lands;

AND WHEREAS the Minister has selected the bid submitted by _____ as the winning bid in respect of parcel No. ____ posted in the _____ Call for Bids;

AND WHEREAS, in submitting such a bid, _____ has agreed to the terms and conditions of this Licence;

NOW THEREFORE this Licence is issued upon the following terms and conditions:

1. INTERPRETATION

- (a) In this Licence, including all Schedules annexed hereto, unless the context requires otherwise:
- i. "Act" means the Petroleum Resources Act;
 - ii. "Operations Act" means the Oil and Gas Operations Act;
 - iii. "Lands" means the petroleum lands described in Schedule I or such portion thereof that remains subject to this Licence from time to time;
 - iv. "Period" means a segment or portion of the term described in Schedule III or, if no period is described therein, means the entire term of this Licence;
 - v. "Regulations" means any and all regulations now made or that may be made at any time under the authority of the Act or the Operations Act, and any Acts passed in substitution therefor.
- (b) All words and phrases used in this Licence have the meaning given by the Act, the Operations Act, or the Regulations.
- (c) This Licence is issued under and subject to the Act, the Operations Act, and any Act passed in substitution therefor, the Regulations and the provisions of any other Act of the Northwest Territories and regulations made thereunder that relate to or affect this Licence and the Act. The Regulations and such other Act and other regulations shall be deemed to be incorporated into this Licence as though specifically enumerated herein.
- (d) The following [Schedules](#) are attached and made part of this Licence:
- Schedule I – Lands
 - Schedule II – Ownership
 - Schedule III – Terms and Conditions
 - Schedule IV – Representative(s) and Addresses for Service

2. RIGHTS

- (a) Subject to the Act and the Operations Act, this Licence confers, with respect to the petroleum lands to which this Licence applies,
- i. the right to explore for, and the exclusive right to drill and test for, petroleum;
 - ii. the exclusive right to develop those petroleum lands in order to produce petroleum; and
 - iii. the exclusive right, subject to compliance with the other provisions of the Act, to obtain a production licence.
- (b) This Licence shall be held by the interest holders as to the Lands, in the shares as set forth and described in [Schedule II](#), or as amended from time to time.
- (c) The rights under this Licence are subject to the right of any other licence holder to enter on and use the area subject to this Licence to the extent necessary to enable that other licence holder to exercise the rights under that other Licence.

3. EFFECTIVE DATE

The Exploration Licence is effective as of [insert date]

4. TERM

Subject to the Act, the term of this Licence is as set out in [Schedule III](#).

5. ANNUAL RENTALS

- (a) Rentals, if any, shall be levied annually at the rate set forth in [Schedule III](#).
- (b) Rentals, if levied, shall be paid in advance, in respect of the Lands. The payment of rentals may be secured by certified cheque, promissory note, letter of credit or other negotiable financial instrument in a form satisfactory to the Minister.
- (c) Rentals paid shall be refunded annually at the rate set forth in [Schedule III](#).

6. NON-COMPLIANCE

Failure to pay rentals or otherwise fail to comply with any terms and conditions of this Licence may result in the termination of the Licence.

7. INDEMNITY

- (a) It is a condition of this Licence that the interest holders shall, in respect of that portion of the Lands to which such interest holder's share relates, at all times, jointly and severally, indemnify and hold harmless the Government of the Northwest Territories, its Ministers, officers, employees, servants, agents and contractors from and against all claims, demands, losses, costs, damages, expenses, actions, causes of action, suits or other proceedings, by whomsoever made, sustained, brought or prosecuted, in any manner based upon, occasioned by, or attributable to anything done by, through or under, or with the consent of the interest owner or interest holders, notwithstanding any agreement or arrangement entered into by an interest owner or interest holders which does or may result in the transfer, assignment or other disposition of the interest or share therein, in the fulfillment of the terms and conditions made herein or in the exercise of the rights or obligations contained herein.
- (b) For greater certainty, interest holders in this Licence who do not hold shares with respect to that portion of the lands in relation to which a claim, demand, loss, cost, damage, action, suit or other proceeding arises are not liable to indemnify the Government of the Northwest Territories under subparagraph 7(a).
- (c) For the purposes of subparagraphs 7(a) and 7(b), "Government of the Northwest Territories" shall not include a Territorial corporation.
- (d) This commitment to indemnify the Government of the Northwest Territories shall survive expiration of this Exploration Licence and will be incorporated into any Significant Discovery Licence and Production Licence that arises therefrom.

8. LIABILITY

- (a) An interest holder shall be liable under the provisions of this Licence, the Act, the Operations Act and the Regulations for all claims, demands, loss, costs, damages, actions, suits or other proceedings in respect of any work or activity conducted, or caused to be conducted, by, through, or under, or with the consent of such interest holder. Any transfer, assignment, or other disposition of the interest, or of a share therein, shall not have the effect of discontinuing such liability in respect of such work or activity, related to the interest, or share therein, so disposed, that was conducted before that transfer, assignment, or other disposition was registered pursuant to the Act and Regulations. For greater certainty, liability, as aforesaid, does not relate to any work or activity conducted after such party ceases to be an interest holder in this Licence.

(b) The obligations set out in this paragraph shall survive this Exploration Licence and will be incorporated into any Significant Discovery Licence and Production Licence that arises therefrom.

9. SUCCESSORS AND ASSIGNS

Subject to paragraphs 6, 7 and 8, this Licence enures to the benefit of and is binding upon, the Government of the Northwest Territories and the interest owner, their heirs, executors, administrators, successors and assigns.

10. NOTICE

Any notice, communication or statement required under the Act or the Operations Act shall be served on the designated person, on behalf of the Minister or on the interest owner, as the case may be, by personal delivery, or by fax at that address specified in [Schedule IV](#) here of, or such other addresses as may be designated from time to time by the Minister or the interest owner, as the case may be.

11. WAIVER AND RELIEF

Where the Minister is satisfied that the Licence requirements as described under clause 2 of [Schedule III](#) cannot be executed within the time periods or to the extent provided therein, the Minister may, subject to the Act, grant an extension or extensions thereof in writing, provided always that the Minister is also satisfied that the failure to execute the above requirements is for reasons beyond the reasonable control of the interest owner, and that the interest owner continues to diligently pursue a remedy for such situation.

12. REPRESENTATIVE

Unless otherwise designated in the prescribed manner, for the purpose of this Licence the representative or representatives, as the case may be, of the interest owner shall be as specified in [Schedule IV](#).

13. AGREEMENT

The issuance of this Licence by the Minister and acceptance thereof by the interest owner constitutes agreement between the interest owner and the Minister as to the terms and conditions contained herein.

ISSUED at Inuvik, NT, this _____ day of _____.

WITNESS

MINISTER of Industry, Tourism and Investment

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**SCHEDULE I
LANDS**

SAMPLE

Latitude*	Longitude*	Section(s)
<i>69° 40' N</i>	<i>133° 15' W</i>	<i>9-10,19-20,30</i>
<i>69° 50' N</i>	<i>133° 15' W</i>	<i>1-4,11-12,21,31</i>

*North American Datum 1927 (NAD27)

(_____ hectares, more or less)

SAMPLE

**SCHEDULE II
OWNERSHIP**

Latitude*	Longitude*	Section(s)	Interest Holder(s)	Share %
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*North American Datum 1927 (NAD27)

Please note Section 77 of the *Petroleum Resources Act*:

Where an interest holder of an interest or any share in an interest enters into an agreement or arrangement that is or may result in a transfer, assignment or other disposition of the interest or any share in the interest, the interest holder shall give notice of the agreement or arrangement to the Minister, together with a copy of the agreement or arrangement, or if the Minister approves, a summary of its terms and conditions or on the request of the Minister, a copy of the agreement or arrangement.

To comply with this requirement please use Summary Form 15-Notification of an Agreement/Arrangement that is or may result in a Transfer.

**SCHEDULE III
TERMS AND CONDITIONS**

1. TERM

This Licence has a term of nine (9) years commencing on [date].

Central Mackenzie Valley:

The term shall be comprised of two (2) consecutive periods of five (5) and four (4) years. Subject to the Licence, Period 2 shall follow Period 1.

2. WORK PROGRAM

The drilling of one (1) exploratory or delineation well prior to the end of Period 1 of the term is a condition precedent to obtaining tenure to Period 2.

Such a well should reach a depth sufficient to evaluate a prospective horizon as described in the geological prognosis in the application for Authority to Drill a Well.

Where a well has been commenced and drilling is being pursued diligently, Period 1 shall continue until the well has been completed. Period 2 shall be reduced accordingly.

Failure to drill a well on the lands by the end of Period 1 will result in the termination of the Exploration Licence. Consequently, lands revert to the Northwest Territories as Territorial reserve lands. Any remaining Work Deposit will be forfeited.

Drilling Deposit

The interest owner may, at its option, in order to meet the work requirement, extend Period 1 for one year by posting a Drilling Deposit before the end of the last year of Period 1. Where Period 1 is extended by the posting of a Drilling Deposit, Period 2 shall be reduced accordingly.

This Drilling Deposit shall be in the amount of one million dollars (\$1,000,000.00) and is to be submitted in the form of an irrevocable standby letter of credit, certified cheque or other negotiable financial instrument in a form satisfactory to the Minister.

If a Drilling Deposit is posted, it will be refunded in full if the licence is validated as required to obtain tenure for Period 2 by the drilling of a well. If a validation well is not drilled or has not been commenced within the one year extension, the Drilling Deposit will be forfeited to the Government of the Northwest Territories upon the termination of the licence at the end of Period 1. If a well has been commenced and drilling operations are being diligently pursued, Period 1 will continue until the well has been completed.

Allowable expenditures cannot be applied against the Drilling Deposit.

For Licences consisting of two consecutive periods of five (5) and four (4) years: as a result of the extension of Period 1 by the posting of a Drilling Deposit, rentals payable in Period 2 will be applicable at the following rates, for the first year after the extension, at \$5.50 per hectare and all subsequent years at \$8.00 per hectare.

For Licences consisting of two consecutive periods of either seven (7) and two (2) years or six (6) and three (3) years: as a result of the extension of Period 1 by the posting of a Drilling Deposit, rentals payable in Period 2 will be applicable at the rate of \$8.00 per hectare.

All other rental provisions remain applicable.

3. WORK DEPOSIT

This Licence is accompanied by a Work Deposit in the amount of twenty-five per cent (25%) of the bid submitted.

Work Deposits are refundable as expenditures are deemed allowable during Period 1 of the term of the Exploration Licence. A credit against the Work Deposit will be made on the basis of twenty-five per cent (25%) of allowable expenditures, referred to hereafter, as they are approved. Any Work Deposit balance remaining at the end of Period 1 will be forfeited.

Expenditures incurred in Period 2 of the term will not be credited against the Work Deposit.

4. RENTALS

Rentals paid during Period 2 are refundable as allowable expenses are incurred during Period 2. There are no rentals payable during Period 1 of the term.

In Period 2, rentals will be applicable at the following rates:

	Central Mackenzie Valley
	5 & 4 years
1 st year of Period 2	\$3.00
2 nd year of Period 2	\$5.50
3 rd year of Period 2	\$8.00
4 th year of Period 2	\$8.00

Rentals will be payable annually, in advance, and are to be submitted in the form of an irrevocable standby letter of credit, certified cheque or other negotiable financial instrument in a form satisfactory to the Minister.

When an Exploration Licence continues in force beyond Period 2 due to the drilling of a well deemed to be pursued diligently in accordance with section 26 of the *Petroleum Resources Act*, rentals will be payable at the rate of \$8.00 per hectare. Such rentals will be payable monthly, in advance, at the rate of one twelfth (1/12) of the applicable annual rates.

Central Mackenzie Valley:

Rentals may be payable on lands included in a Significant Discovery Licence.

5. ALLOWABLE EXPENDITURE¹

Work Deposits and rentals will be refunded on the following basis, subject to further clarification by the Rights Administrator.

Costs related to the following classes of exploratory work undertaken as part of a program authorized by the Office of the Regulator for Oil and Gas Operations may be claimed at cost:

Data acquisition: by means of reflection seismic surveys or other geophysical, geo-technical or geological surveys, including costs relating to field acquisition and processing, inspection and clean-up.

Data purchase: from vendors at arm's length for re-processing and/or interpretation, to the extent that the data assists the evaluation of the specific licence.

Drilling operations: Costs relating to construction of access routes, preparation of drilling sites, transportation to and from well location and staging areas, onsite drilling and evaluation, support vessels, helicopters, site clean-up and restoration. Drilling operations involved in an exploratory or delineation well may entail waiting on weather, logging, well testing and completion. Extended formation flow testing will not be regarded as an allowable expenditure.

Mobilization and demobilization: equipment and supplies, and any incurred stand-by charges deemed reasonable by the Rights Administrator.

Notwithstanding the above, the Minister may agree to costs claimed with respect to classes of work or activity, or the use of innovative technology not contemplated by this schedule.

General and Administrative: Ten percent (10%) of the above allowable expenditures to reflect other costs not specifically itemized above, and including program specific consultations, data interpretation, regional office support, management and pre- and post-program costs.

All claims are subject to approval by the Minister and may be subject to a post audit if ordered by the Rights Administrator.

¹ Notes:

- (a) Claims should be made by letter from the Representative to the Rights Administrator, Petroleum Resources Division, and contain a statement certified by an officer of the company or a professional engineer, geologist or geophysicist that the information in the statement is true and accurate to the best of their knowledge. The statement should provide a breakdown of actual costs for at cost items and may be subject to post-audit. Claims for drilling operations and related charges should be accompanied by a cost statement prepared and certified by an external auditor satisfactory to the Minister.
- (b) Costs must be incurred by the explorer, and must fairly and reasonably reflect the expense to the explorer of exploratory work.
- (c) Claims are subject to approval by the Minister.
- (d) Approval is subject to confirmation that program reporting requirements have been met to the satisfaction of the Regulator.
- (e) Costs related to exploratory work within Period 1 of the Exploration Licence must be incurred prior to the end of Period I. Costs related to exploratory work within Period 2 of the licence must be incurred prior to the end of Period 2.
- (f) Costs attributed to exploratory work must be related to the evaluation of the specific licence. Costs which apply to more than one licence or program must be fairly apportioned.
- (g) Guidance Notes on Claiming Allowable Expenditures as published on the Department of Industry, Tourism and Investment website and as amended from time to time are intended to assist the interest owner with a submission for a claim for allowable expenditures.

**SCHEDULE IV
REPRESENTATIVE(S) AND ADDRESSES FOR SERVICE**

Company Name

Address
(Attention:)

Telephone:
Facsimile:

Petroleum Resources Division
Industry, Tourism and Investment
Government of the Northwest Territories
P.O. Box 3019
INUVIK NT X0E 0T0
Tel: 867-777-7484; Fax: 867-777-5104
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